

BID OPENING DATE AND TIME**On: February 26, 2007****AT: 10:30 A.M.**

BID NO. S8Z53340	PAGE 1 OF 39	INVITATION AND BID ADVERTISED	BIDDER MUST COMPLETE BELOW <small>BIDDER AGREES TO COMPLY WITH ALL CONDITIONS OF THIS BID. UNSIGNED BIDS WILL NOT BE ACCEPTED.</small>
This Invitation to Bid with your quotations must be received prior to the above cited bid opening date and time.		 CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT MUNICIPAL SERVICES BLDG. 1401 JFK BLVD, ROOM 170A PHILADELPHIA, PA 19102-1685	NAME AND ADDRESS OF FIRM
DEPARTMENT Various	DIVISION Various		Federal EIN/Social Security Number
AWARDED			BUYER R. Saylor K. Owens
DATE FOR THE PROCUREMENT COMMISSIONER			

TITLE OF BID:**FUEL OIL****GENERAL INFORMATION**

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

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

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

BID QUESTIONS

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

BID SECURITY

When applicable, **BIDDERS MUST SUBMIT BID SECURITY.**

BID SIGNATURE

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

For City Use Only

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

VOLUNTARY PARTICIPATION AND COMMITMENT FORM (BID)

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

Disadvantaged Minority (M-BE), Women (W-BE), and Disabled (DS-BE) Owned Business Enterprises¹

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

¹ M-BE/W-BE/DS-BES listed above **MUST** be certified by the MBEC prior to Bid Opening Date.

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SECTION 1: GENERAL BID SUBMISSION

1.1 **TITLE: Fuel Oil**

1.2 **SCHEDULE NO: 42**

1.3 **CONTRACT TERM:** 7/1/07 to 6/30/08 (“Initial Term”), with an option to renew for up to two (2) additional one (2) 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. Further, the City may, at its sole discretion renew the contract for up to three (3) months after all renewal periods have expired, in order to prevent a lapse in coverage until a new contract is in place.

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.

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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 **#2 Fuel Oil** for the various City agencies and departments as specified herein during the contract period.

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1.7 BID SECURITY

For the purposes of this bid, Paragraph 8 of the “Term and Conditions of Bidding and Contract” is deleted. Instead, vendors shall submit a bid executed on the City’s forms (attached Exhibit A) in the amount of 10% of the total amount of the bid. A bid which is not accompanied by this required security will be rejected.

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.”

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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 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) _____

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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.

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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 _____

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1.10 BIDDER QUALIFICATION:

- 1.10.1 In reviewing the responsibility of any bidder who may be eligible for the award of a contract pursuant to this Invitation and Bid, the City reserves the right to request, among other things, evidence of the bidder's source(s) or supply including supplier commitments, handling facilities, truck inventory with truck capacities, storage facilities and plans for assuring continuity of services during adverse weather conditions and emergencies. All information/documentation requested by the City shall be furnished by the bidder within five (5) working days of the City's request unless a longer period is authorized in writing by the Purchases Manager of the City of Philadelphia.
- 1.10.2 The City reserves the right to inspect and investigate the facilities of any bidder and/or any of his suppliers.
- 1.10.3 The past and present competence, facilities and responsibilities of bidders will be considered in making the award, as well as satisfactory past performance. The City may make such investigation as deemed necessary to determine the ability of the bidder to discharge this contract. The bidder shall furnish the City with all such information and data as may be required for that purpose.
- 1.10.4 The bidder shall furnish with bid, financial statements for its most recently completed fiscal year and shall furnish with this bid a list of the names and addresses of at least its three (3) largest customers by sales volume. Bidder agrees that the City may contact its customers for reference.

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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.

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1.11 SAMPLES:

If reference is made to Samples in this Invitation and Bid, bidder(s) must furnish said samples to the City of Philadelphia at no additional charge. Samples must be submitted during the listed time frame: ten (10) business days prior to bid opening date through five (5) business days after bid opening date. If vendor fails to meet this requirement, bid may be disqualified and bidder may be ineligible for award. Each individual sample must be labeled with bidders' name and bidding address, contact person, bid number, date of bid opening, manufacturer's brand name and number and item reference number. Each individual sample must be accompanied by a 'SAMPLE SUBMITTAL FORM' attached to this Bid package. One form must be submitted for each sample submitted.

All samples must be submitted to: Xavier Moozhikkattu
Analytical Chemist
Materials Engineering Laboratory
1500 E. Hunting Park Ave.
Phila. PA 19124
Tel: 215-685-1405
Fax: 215-743-5594
E-Mail: Xavier Moozhikkattu/PWD/Phila

Samples, if not destroyed, may, upon request, be returned at the bidders' expense. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received within sixty (60) days after bid opening date. If instructions are not received within this time, the commodities shall be disposed of by the City of Philadelphia.

The City of Philadelphia does not guarantee the condition of returned samples to the vendor due to the various testing required upon the sample(s).

The City will not be responsible for any samples destroyed or mutilated by examination or testing.

The City of Philadelphia reserves the right to inspect the manufacturing process or production facilities of successful and/or prospective bidders or suppliers.

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NOTE: ALL BIDDERS MUST SUBMIT SAMPLES AS INDICATED REGARDLESS IF AWARDED PRODUCT WAS PREVIOUSLY SUPPLIED OR IS THE REFERENCED PRODUCT IN THE INDIVIDUAL ITEM. EACH INVITATION AND BID STANDS ON ITS OWN AND ALL BIDDERS MUST COMPLY WITH ALL REQUIREMENTS LISTED AND INDICATED IN EACH INVITATION AND BID.

Please refer to Section 2, Paragraph 2.2.1 for specific Sample requirements for this bid.

SECTION 2: SPECIFICATIONS AND GENERAL REQUIREMENTS

The City of Philadelphia intends to acquire #2 Fuel Oil for various City agencies and Departments.

2.1 SPECIFICATIONS

The following documents of the latest issues in effect on date of invitation for bids form a part of this specification:

- 2.1.1 All applicable ASTM's.
- 2.1.2 Air Management Code (Bill #1046) and Amendments thereto - City of Philadelphia.
- 2.1.3 All other applicable Federal, State and local regulations.

2.2 SAMPLING AND TESTING

2.2.1 PRE-AWARD SAMPLING

Bidders shall submit two (2) one-quart representative samples of #2 grade fuel oil with their bid submission to be tested at the City of Philadelphia Water Department Testing Lab per paragraph 1.11.

- 2.2.2 All testing is to be performed according to the following testing methods and procedures:

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31421 000

2.2.2.1 **#2 Fuel Oil**

SPECIFIC GRAVITY, 60/60°F (DEG API),
 MAXIMUM-ASTM D287
 FLASH POINT, PMCC - ASTM D287
 CLOUD POINT - ASTM D2500
 POUR POINT - ASTM D97
 VISC/KINE @ 40°C - ASTM D445
 SULPHUR CONTENT - ASTM D4294
 COLOR - ASTM D1500
 CETANE INDEX - ASTM D976
 ASH CONTENT - ASTM D482
 WATER AND SEDIMENT % BY VOLUME - ASTM 1796
 BTU'S/LB - ASTM D240
 BTU'S/GAL - ASTM D240

 DISTILLATION: ASTM D86
 INT B P
 10%
 50%
 90%
 END POINT
 RECOVERY
 RESIDUE
 LOSS

The Chemical and Physical characteristics of the fuel oil shall be as specified below and in ASTM D396-89a:

		<u>#2</u>
A.	Flash point °/F minimum	100°F
B.	Pour Point °/F maximum	0°
C.	Water and sediment,	

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	% volume max.	.05
D.	Kinematic viscosity, MM ² /S (cSt) at 38° Centigrade	
	Minimum	2.0
	Maximum	3.6
E.	Specific Gravity, 60/60 Deg.	8762 (30 min)
F.	Sulfur Content, per Philadelphia Air Management Code, Latest Revision	.2%
G.	Ash and mass, maximum
H.	Carbon Residue, 10% b;% m., max.	0.35
I.	Corrosion Copper Strip, max.	3

2.3 **POST-AWARD SAMPLING**

The successful bidder's deliveries will be tested on a random basis on/or upon occurrence of a complaint. The vendor agrees to allow and assist the City in taking samples directly from the hose of his delivery truck in a manner consistent with good commercial practice. In addition, samples may be taken from the City tanks at any time after delivery.

Samples shall be analyzed by the City either directly or through an outside lab. If it is determined that the delivered fuel does not meet the specifications as contained herein; is not equal to the pre-award sample's mixture ratio $\pm 5\%$ or is shown to be non-homogeneous, the vendor will be notified and agrees to remove the substandard fuel and replace it with fuel which meets both the specifications and the sample's mixture ratio.

2.3.2 All test methods shall be in accordance with Applicable Methods

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of the American Society for Testing Materials. However, the City reserves the right to use any additional information of tests to determine whether or not the fuel oil conforms to the specifications.

- 2.3.3 If the samples are sent to an outside lab for testing and are tested as not meeting specifications or mixture ratio, the vendor will assume the cost of the testing which will be deducted from a future payment.

2.4 **SUBSTANDARD FUEL**

If tests show that the delivered fuel does not meet specifications, the City will notify the vendor to remove and replace it within the required twenty-four (24) hours of the notification. If the vendor fails to remove substandard fuel, the City reserves the right to hire an outside contractor to remove all fuel in the tank and to charge the cost of removal to the vendor. In such instances, the vendor will replace all fuel removed with fuel that meets all specifications on a no-charge basis. In the case where substandard fuel is dropped into a tank containing fuel that meets City specifications and the vendor is required to remove the substandard oil, the vendor will remove all the fuel oil in the tank and replace it with a like amount of fuel oil meeting City specifications:

2.5 **DISPUTES**

In the case of a dispute, the vendor may request to accompany the City representative during the taking of samples and may have the samples analyzed by an independent laboratory at the vendor's own expense. In lieu of this option, the vendor accepts the City's findings as final and conclusive.

If the vendor requests to be present during the sample taking, he must come prepared with a beacon bomb and wide-mouth jars.

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2.6 **SPECIAL REQUIREMENTS**

- 2.6.1 Properties - all grades of fuel oil shall be homogeneous hydrocarbon oils, free from inorganic acid and free from excess amounts of solids, water and foreign matter which may clog strainers. All fuel oil delivered shall also be free of any type of reclaimed or reprocessed motor oils or lubricants.
- 2.6.2 Storage Stability - all grades containing residual components shall remain uniform in normal storage and not separate by gravity into light and heavy oil components outside the viscosity limits for the grade.
- 2.6.3 The products covered by this specification must meet the Bureau of Air Pollution Control, Department of Environmental Resources Standards.
- 2.6.4 Any fines levied by regulating authorities will be the responsibility of the contractor when citation is issued for substandard fuel or the like. (Example: Sulfur content in excess of required limit).
- 2.6.5 The prices for the various fuel oil products will be adjusted on a daily basis per the Platts Oil Gram price report.

2.7 **PRODUCT USAGE REPORT**

Each month during the contract period, the vendor will report in writing to the Municipal Energy Office Director, Municipal Services Building, 1401 J.F.K. Boulevard, 10th Floor, Philadelphia, PA 19102-1685, product purchased in the previous month and the number of gallons acquired the year to date.

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2.8

SPILL CONTAINMENT AND CLEAN-UP

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

2.9

VENDORS SHALL SUBMIT PRICING IN SECTION 5 FOR ALL ITEMS IDENTIFIED IN THE BID.

2.9.1

Provide pricing based on a reference index, for #2 Oil in the Platt's Oilgram Price Report "Product Price Assessment" section, New York Harbor pricing, at the stated seasonal Reid Vapor Pressure (RVP), "No. 2" Oil Barge price for #2 Oil pricing per gallon. The Platt's Reference Index "No. 2" Oil Barge price is listed in cents per gallon of oil and shall be based on the average of the low/high posted prices. Hereinafter, the referenced index price will be defined as the "Posted Price." For the purposes of this bid only, the average-posted price for effective date 12/11/2006 is filled in below in Section 5, "pricing".

2.9.2

The price paid for deliveries under this contract will be in the average posted price for date of delivery plus or minus the price differential.

2.9.3

If the publishing of the Platt's Oilgram Price Report is discontinued or if the posting of fuel oil prices is discontinued, the City shall choose a new posting from which to base price changes.

2.9.4

The City Procurement Commissioner has the right to accept or reject any bid submitted and to make the award in the best interest of the City of Philadelphia.

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2.9.5 **Contractor is to identify the differential with a " + or before the bid price.**

2.10 **DELIVERY REQUIREMENTS**

2.10.1 The successful vendor agrees to make delivery at anytime, night or day, as directed by the City, including those sites which may require delivery due to the suspension of natural gas service, within 24 hours after notification.

Normally all deliveries of fuel oil are to be made between the hours of 7:00 A.M. and 3:00 P.M., Monday through Friday, unless otherwise requested and approved in writing by an authorized representative of the City. Paragraph 2.11 lists present delivery schedule locations.

2.10.2 All deliveries must be made by trucks equipped with meters. Meters must provide accurate automatically printed delivery tickets indicating gallons delivered. Multi-part metered delivery tickets must be used, two copies of which must be left with Building Engineer or designee. Automatic printout must show opening and closing readouts. The driver must obtain a signature from the City representative verifying the readout.

2.10.3 Delivery Documentation – In addition to the quantity documentation required under the previous paragraph, the vendor shall provide the Building Engineer or authorized designee with documentation of the oil terminal meter ticket number, the viscosity and temperature of the oil loaded from the terminal, and the API gravity.

2.10.4 Oil will not be dropped until after the City takes a dip stick reading of the tank. The vendor must have the capability of delivering exact quantities ordered up to 7,000 gallons at the City request.

2.10.5 Specific delivery information for all fuel oil specified in this bid for the City covering delivery points, estimated quantities, etc. - will be indicated on purchase orders issued pursuant to this Invitation and Bid.

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- 2.10.6 Bidder must state below the local or 800 telephone number and name of contact person for use by the City agencies when ordering against this contract.

CONTACT NAME: _____

PHONE NUMBER: _____

PAGER NUMBER: _____

EMERGENCY DELIVERIES:

- 2.10.7 Delivery Requirements for Emergency Situations for Various Public Safety City Departments such as Prisons, Police, Fire:

Emergency Situations are defined as those that affect health, welfare and safety of the City of Philadelphia.

Contractor agrees to deliver NO: 2 FUEL OIL, as necessary and required between the hours of 7:00AM thru 12:00 AM (Midnight) with delivery commencing within a two (2) to four (4) hour of notification by the City Agency. Refer to section 5, item 5.5 for pricing.

- 2.10.9 **STANDARDS OF PERFORMANCE**

Vendor, recognizing the importance to the City of the fuel oil supply and delivery services provided hereunder, will assign experienced, qualified personnel to perform the services. Vendor represents that it has sufficient capable personnel on staff or under contract to perform the services on a timely basis, recognizing its difficulty and scope.

Vendor shall begin and complete the performance of this Contract with all due diligence, and shall exercise the due care and competence in the performance of the fuel oil supply and delivery services provided hereunder.

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All services required of vendor shall be performed to the satisfaction and approval of the City. Vendor shall not be considered to have performed the services, unless and until they are so approved.

2.11 **DELIVERY LOCATIONS:**

Please note that this may not be a complete list of sites and fuel oil usage per tank may not be accurate. They are estimates only. Locations and quantities are subject to change without notice and no minimum quantity is guaranteed. The bid and contract amounts will be based on those estimated quantities listed in Section 5. (Exhibit 'B' of this Invitation and Bid reflects the City locations and their usage quantities for 2005 (for reference only).

GRADE #2 FUEL OIL

CITY OF PHILADELPHIA

CITY REPRESENTATIVE

Port of History Museum
Delaware Avenue & Walnut Street

DEPARTMENT OF COMMERCE (TW)

Aviation Division

To be delivered as ordered into City tanks located at the following points along the arrivals-commercial road:

Bliss Building
A West Thermal Plant
Central Utility Thermal Plant
E Satellite Thermal Plant

Department of Aviation – Ashton Road and Grant Avenue (Northeast Philadelphia Airport)

Buildings to be covered to be covered are:

Main Terminal Building
Maintenance Building
Fire House Area

Delivery shall be on every consecutive Friday for duration of the contract.

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The above listed buildings are to be filled at each delivery.

POLICE DEPARTMENT

2nd/15th Police District - Harbison and Levick St.
Police Academy - 8501 State Road, Rear
Pistol Range - 8501 State Road, Rear
19th Police District - 61st & Thompson
Accident Investigation Unit - 26th & Master Streets
Tow Squad and Auto Repair - 4298 Macalester
92nd Police District - Lincoln Drive and Gypsy Lane
Community Relations Unit - 1328 Race Street

FAIRMOUNT PARK COMMISSION

Belmont Stable - West River Drive, North of Montgomery Drive
Belmont Gas Pump " " " " "
Lemon Hill Mansion - Sedgley Drive
Belmont Mansion - Belmont Mansion Drive - East of Belmont Avenue
Carbarn Construction - East of Belmont, North of Montgomery Drive
Carbarn Grounds Maintenance Building - East of Belmont, North of Montgomery Drive
Carbarn Mower Repair Shop - East of Belmont, North of Montgomery Drive
Cedar Grove Mansion - Lansdowne Drive, North of 40th and Parkside
Greenland Drive Nursery - Chamonieux and Ford Road
Horticulture Center - East of Belmont Avenue on Horticulture Drive
Ohio House - Belmont and States Drive
Sweetbriar Mansion - Old Lansdowne Drive - East of Memorial Hall
Bartram's Garden - 54th and Lindberg Blvd. (2 Locations)
Building Maintenance Shop - W. River Drive, North of Montgomery Drive
Chas. Papa Playground - 68th and Lansdowne Avenue
Ormiston Mansion - Reservoir Drive in East Fairmount Park
East Park Canoe House - Kelly Drive & Strawberry Mansion Bridge
Strawberry Mansion - 33rd Street and Ridge Avenue
Laurel Hill Mansion - Reservoir Drive - West of Edgley Belfield
Mt. Pleasant Mansion - 33rd and Oxford Street
Woodford Mansion - Ridge Avenue and York Street
Rockland Mansion - Mt. Pleasant and Mansion Drive
Clifford Mansion - 6245 Wissahickon Avenue (South Unit)

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FAIRMOUNT PARK COMMISSION - continued

Tree House - 300 Northwestern Avenue
Wissahickon Maintenance Center - 7300 Henry Avenue
Axe Factory Road Old Stable - Axe Factory and Winchester Avenue
Axe Factory Road House - Axe Factory and Winchester Avenue
Pennypack Environmental Center - Verree road and Pennypack
FDR Maintenance Building - New Broad and Terminal (Near Swimming Pool)
FDR Maintenance Building - Old - 17th and Pattison
Ridgeland Mansion, Chamonieux Drive between Ford Road and Belmont Mansion Drive
Cobbs Creek Riding Academy - 63rd & Catherine Street
Northwest Stable - 200 North West Avenue
Bellaire Manor - FDR Golf Course - 20th & Pattison Avenue
Wigard Street House - 726 East Wigard Street

Memorial Hall

42nd & Parkside
W. Fairmount Pk (TT)
Belmont Garage & Maintenance Shop (TW)
W. Fairmount Park
Montgomery Dr., W. Of West River Drive

Vendor shall present service receipt to the responsible person at the location for signature and then forward delivery ticket to:

Building Maintenance Superintendent - Montgomery Drive Maintenance Shop, Philadelphia, PA 19131 for processing.

If no one is available at the location to sign the delivery ticket, it is to be forwarded to the Building Supt. at same location above.

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FIRE DEPARTMENT - ENGINE COMPANIES

- Eng 2 - 2426 N. 2nd Street
- Eng 6 - Belgrade & Huntingdon Sts.
- Eng 7 - Kensington & Castor Avenues
- Eng 9 - Germantown & Carpenter Lane
- Eng 11 - 6th & South Sts.
- Eng 12 - 4445-51 Main Street
- Eng 20 - 10th & Cherry Sts.
- Eng 37 - Highland Avenue & Shawnee St.
- Eng 39 - Ridge Avenue & Cinnaminson Sts.
- Eng 44 - 3420 Haverford Avenue
- Eng 50 - Park Avenue & Cambria Street
- Eng 57 - 56th & Chestnut Streets
- Eng 58 - Byberry & Worthington Road
- Eng 28 - Belgrade & Ontario Streets
- Eng 59 - Hunting Park Avenue & Schuyler Street
- Eng 64 - Rising Sun Avenue & Benner Street
- Eng 66 - Ridge Avenue S. of Shawmont Avenue
- Eng 69 - 82nd Street & Tinicum Avenue
- Eng 71 - Loretto & Cottman Avenue
- Eng 73 - 76th & Ogontz Avenue
- Fire Headquarters - 3rd & Spring Garden Sts.
- Fire Museum - 2nd & Quarry Sts.
- Fire Academy - Del. River & Pennypack St.

All delivery points are subject to change.

FREE LIBRARY

- Logan Branch, Wagner Avenue & Old York Rd.
- Central Library, 19th & Vine Streets
- Andorra, Henry Avenue & Cathedral Road
- Northwest Regional, Chelton & Green St.
- Whitman, 2nd & Snyder Avenue
- West Philadelphia Regional, 52nd & Sansom Streets
- Eastwick, NE Cor. Island Avenue & Lindbergh Avenue

L & I DEPT. - (Various Locations)

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DEPT. OF PUBLIC HEALTH

Vector Control Unit, 1953 W. Indiana Avenue
 Methadone Treatment Unit, 716 South Street
 Medical Exam. Office, 321 University Avenue
 Health Center #10, 2230 Cottman Avenue
 Philadelphia Nursing Home, Girard & Corinthian Avenue

DEPT. OF PUBLIC PROPERTY

2712 N. 2nd Street (PAAC)
 752 S. 16th Street (PAAC)
 Shop #1, 1117 Reed Street
 6th & Lehigh Avenue (Communications)
 4211 Chestnut Street (Probation of Fire)
 28-50 N. 52nd Street
 25th & Snyder Avenue
 6000 N. Broad Street
 Criminal Justice Center (13th & Filbert)
 City Hall
 Carpenter Shop and Warehouse (2501 Jackson Street)
 One Parkway Building
 800 MHZ Tower Site Generator
 Police Academy
 Police Pistol Range

OFFICE OF EMERGENCY SHELTER SERVICES

Ridge Avenue Center, 1360 Ridge Avenue
 OESS Complex/Warehouse, 4000 N. American Street

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RECREATION DEPT.

Almond & Westmoreland Playground - Almond & Westmoreland Streets
American Legion Playground - Torresdale & Deveraux Avenues
Anderson Recreation Center - 17th & Fitzwater Streets
Black-Coyle-McBride Playground - Trenton and Huntingdon Streets
Capitolo Playground - 10th & Federal Streets
Central Maintenance - 1223 North 4th Street
Cione Playground - Aramingo Avenue & Huntingdon Street
Construction Unit - 25th Street & Sedgley Avenue
Deni Playground - Ruan and Leiper Streets
Dickinson Square Playground - 4th and Tasker Streets
Dorsey Playground - Magee and Edmund Streets
East Germantown R.C. - Senior Citizen Building - Cheltenham Avenue and Ardleigh Street
Feltonville R.C. - Ella Street and Wyoming Avenue
Finley Playground - Upsal and Mansfield Streets
Fish Hatchery - 8900 Delaware Avenue
Fitzpatrick Playground - Academy and Torrey Roads
Franklin Playground - Elkhart and Helen Streets
Happy Hallow R.C. Wayne Avenue & Logan Street
Heitzman Playground - Castor Avenue & Ambler Street
Heritage Park Playground - Sydenham and Clearfield Street
Hillside Playground - Fountain and Fowler Streets
Island Road and Saybrook Playground - Island Road and Saybrook Avenue
Jacobs Playground - Linden Avenue and Jackson Street
Kendrick R.C. - Ridge Avenue and Pensdale Street
Lanier Playground - 29th & Tasker Streets
Mack Recreation Center - 22nd and Huntingdon Streets
Mallery Playground - Morton and Johnson Streets
Mander Playground - 33rd and Diamond Streets
Mann Recreation Center - 5th & Allegheny Avenue
Max Myers Playground - Oakland & Magee Streets
McIlvain Playground - Penn & Pratt Streets
Monkiewicz Playground - Richmond Street and Allegheny Avenue
Moore R.C. - 22nd and Huntingdon Streets
Morris Estate R.C. - 16th Street and Cheltenham Avenue
Moss Playground - Torresdale and Cheltenham Avenues
Mount Airy Playground - Germantown Avenue & Sedgwick St.
Mullin Playground - Princeton Avenue and Walker Street

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RECREATION DEPT. continued

Nelson Playground - 3rd and Cumberland Streets
Northern Liberties - 3rd and Fairmount Avenue
Olney Recreation Center - A & Champlost Streets
Palumbo Playground - 9th & Bainbridge Streets
Piccoli Playground - Castor Avenue and Cayuga Street
Boyer Playground - Boyer and Pleasant Streets
James J. Ramp Playground - Rowland and Solly Avenue
Ridgeland Mansion - Vicinity Belmont Avenue/Chamounix Drive
Houseman Playground - Summerdale & Godfrey Avenues
Roxborough Filter Bed Clubhouse - NW Corner of Port Royal Avenue and Harner Street
Sacks Playground - 4th Street & Washington Avenue
Simons Recreation Center - Walnut Lane and Woolston Avenue
Somerton Playground - Kelvin Avenue and Napier Street
Stokley Playground - Thompson Street and Indiana Avenue
Venice Island Playground - Schuylkill Canal and Cottman Avenue
Water Tower Recreation Center - Hartwell Avenue and Ardleigh Street
Waterview Recreation Center - Rittenhouse and McMahan Street
Whittier Playground - 27th & Clearfield Streets
Winchester Playground - 15th and York Streets
Ziehler Playground - "B" Street and Olney Avenue
8th and Diamond Playground - 8th and Diamond Streets
Waterview Recreation Center - Rittenhouse and McMahan Street

STREET DEPARTMENT - SANITATION DIVISION

Sanitation Warehouse - 51st & Botanic
Bartram Incinerator & Bartram Services Building, 51st & Grays Avenue
South East Incinerator 7 South East Services Building, 7th and Pattison
NE Incinerator and NE Services Building, Delaware Avenue & Wheatsheaf Lane
Torresdale Garage, State Road & Ashburner St.
Northwest Incinerator & Northwest Services Building, Domino Lane & Umbria St.
North Central Services Building, 26th & Glenwood Avenue

The Streets Department Sanitation Division request that all Fuel Oil deliveries be made between the hours of 8:00 A.M. and 5 P.M. Monday through Friday, unless otherwise requested by a Streets Department Property Maintenance Representative or an authorized representative of the City. (See below for current list and address).

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It is the vendor's responsibility to ensure that all delivery receipts have a legible signature and payroll number from a Streets Department Sanitation Division employee. During the hours noted above, these signatures can be obtained from an employee in the Dispatch Office or Main Sanitation Division Office.

Should delivery be authorized on other than hours noted above, then Property Maintenance will instruct vendor as to who is authorized to accept and sign for delivery.

When delivery has been made and the receipt is properly signed, the receipt (customer copy) is to be left at delivery site's Dispatch Office or Main Sanitation Office. No receipt should be signed or left with anyone in the Automotive Garages.

NOTE: Delivery Receipts that have not been properly verified and signed will not be accepted causing possible delays in payment to the vendor.

Current list and address:
of contact persons:

City of Philadelphia
Property Maintenance
4910 Botanic Avenue
Philadelphia, PA 19123

Jack Moffo Phone Number
685-2614 or
685-2615

Fuel Oil #2, tank truck delivery to 6th Highway Storeyard, State Rd. & Ashburner St.

WATER DEPARTMENT

Wastewater Collection: Milnor & Robbins, 50th & Paschal
Water Pollution Control Plants: 3900 Richmond, Swanson & Packer, 8200 Enterprise Avenue

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PLANT	LOCATION	# OF TANKS	TANK SIZE
29 th Street Pipeyard	28 th & Clearfield	1	250 gallon
*Baxter Water Treatment Plant	9001 State Road	1	10,000 gallon
*Baxter Water Treatment Plant-Court 3 (FBI Trailer)	9001 State Road	2	250 gallon
*Belmont Water Treatment Plant	4300 Ford Road	2	3000 gallon
East Park Reservoir (Chlorine House)	33 rd & Montgomery	1	1000 gallon
**Torresdale Filtered Water Pumping Station	8601 State Road	1	5000 gallon
Queen Lane Filter Station	Henry Avenue & Queen Lane	1	250 gallon
Building Maintenance	29 th & Cambria	1	275 gallon

***CONVERTS TO OIL FROM NATURAL GAS WHEN TEMPERATURES DROP TO 18 O OR AT TEMPERATURE DETERMINED BY PGW.**

**Electric Heat – Fuel Oil #2 used only when temperatures drop.

Contact: Audrey Drummond, Building Maintenance: 685-9610 or 685-9612

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PHILADELPHIA PRISONS NUMBER OF TANKS TANK CAPACITY (GAL.)

House of Corrections
8001 State Road
Philadelphia, PA 19136

G-Wing Facilities Maintenance Building	2 each	6,000
Dry Cleaning Plant	1 each	275
Paint Shop	1 each	275

Holmesburg Prison
8201 Torresdale Avenue
Philadelphia, PA 19136

Prison	1 each	1,000
Barricade Shop	1 each	275

Detention Center
8201 State Road
Philadelphia, PA 19136

PHSW	1 each	8,000
Prison	1 each	1,000
	1 each	12,000

Internal Affairs Unit
1140 Byberry Road
Philadelphia, PA 19154

2 each	500
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PICC
8301 State Road
Philadelphia, PA 19136

1 each	12,000
1 each	6,000

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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. If any section of the bid is awarded by line item, the 5% local bid preference will not apply to that section.

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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 Pre-Award Meeting

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

3.2.4 PERFORMANCE SECURITY

For purposes of this bid, the Master Performance Security does not apply. Upon notification of award, the City will require the successful vendor to provide an individual performance bond in the amount of 100% of the total award amount for the first period of the contract (7/1/2007 thru 6/30/2008). For any subsequent renewal periods, the City will inform the vendor, in writing, 90 days before the end of the contract period, of its intent to renew the contract. The bidder will be required to renew the bonding for the renewal period and failure to secure such bonding for any renewal period will be considered a breach of the contract and will entitle the City to all rights and remedies under the law.

3.2.5 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

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

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.

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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.

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4.1.4 **ADD-ONS:**

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

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

4.2 **VENDOR RESPONSIBILITY:**

- 4.2.1 Contractor may deliver only products, 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.

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4.2.4 **PENALTIES**

4.2.4.1 **TIMELINESS OF DELIVERY**

In the event that the awarded bidder is unable or unwilling to deliver fuel to the regular or suspended natural gas sites within twenty-four (24) hours of verbal notification, or complete delivery before 3:00 P.M. the following day whichever is later, a penalty of 10% of the delivered price of the quantity requested shall be imposed for each calendar day that the delivery is late.

The bidder shall also be liable for all conversion charges incurred as a result of the City reverting from Fuel Oil back to Natural Gas plus the differential in the Natural Gas price (Examples of some conversion locations are Division of Aviation Facilities, City Hall, Municipal Services Building, Curran Fromhold facility, women’s Detention Center and Riverview Nursing Home.)

Except with respect to defaults of subcontractors, contractor shall not be in default under this Agreement and shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of Contractor (Performance paragraph 4.2.9).

4.2.4.2 **REMOVAL OF OIL NOT CONFORMING TO CITY SPECIFICATIONS**

In addition to the penalty charges, if the vendor does not respond within twenty-four (24) hours of the City’s request to remove and replace the fuel and a physical malfunction of the heating equipment occurs, the vendor will be liable for costs of cleaning, repairing and/or replacing said equipment.

4.2.4.3 Repeated non-compliance with the specifications may result in the cancellation of the contract and the awarding of the contract to another vendor. Any additional cost(s) incurred shall be charged to the contractor.

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- 4.2.5 In the event that the contractor receives an order for products, services or equipment not specifically priced and incorporated into the contract, they must:
- (i) bring this to the immediate attention of the Procurement Dept., and
 - (ii) notify the ordering agency in writing and refuse to deliver.
- 4.2.6 Should products, services, or equipment be delivered that are not specifically incorporated and priced into the contract, and/or be delivered without purchase order, the City shall have no obligation for payment.
- 4.2.7 For delivery of products or equipment, contractors shall honor and be paid for orders placed until the close of business of the date of purchase order expiration. Delivery of product may occur following purchase order expiration, so long as the order was placed prior to the purchase order expiration date.
- 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 **FORCE MAJEURE**
The successful bidder shall not be in default under this Agreement and shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the successful bidder. Such causes may include, but are not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault of negligence of the successful bidder.
- The successful bidder shall not be in default under this Agreement and shall not be liable for any excess costs for failure to perform, unless the items to be furnished were obtained from other sources in sufficient time to permit the successful bidder to meet the required performance schedule.

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4.2.10 **INVOICING/CITY OF PHILADELPHIA**

Send all invoices in triplicate to Accounting Division, Office of the Director of Finance, 13th Floor, Municipal Services Building, Philadelphia, PA 19102-1685.

Vendor to prepare an invoice for each delivery, showing: Purchase Order Number, delivery date, delivery location, gross gallons, and total amount due for each delivery.

The National Oilheat Research Alliance (NORA) Act Heating Oil Fee shall be included as a separated line item with each invoice.

4.2.11 **CHANGES IN POSTED PRICE**

Successful bidder must notify the City of Philadelphia immediately in writing when changes in the posted price occur, indicating the date the change is effective and stating change in price. All such notices shall be directed to the attention of:

Buyer-Fuels, Municipal Services Building, 1401 J.F.K. Boulevard, 1st Floor, Philadelphia, PA 19102-1685

City Controller, Municipal Services Building, 1401 J.F.K. Boulevard, 13th Floor, Philadelphia, PA 19102-1685.

Division of Accounts, Municipal Services Building, 1401 J.F.K. Boulevard, 13th Floor, Philadelphia, PA 19102-1685

4.2.11.1 Price for the various fuel oil products will be adjusted on a daily basis per the PLATT'S OILGRAM PRICE REPORT.

4.2.12 **ENVIRONMENTAL INDEMNITY** – Contractor will indemnify, hold harmless, and defend the City against any claim demand, cost, liability, loss or damage suffered by City arising out of the following activities conducted by Contractor or any of its employees and agents:

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S8-Z5334-0	PAGE OF 37 39
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Any activity expressly or impliedly authorized or required by this contract.

Management, use, and disposal of produced water or waste or substances associated with Contractor activities;

The generation, processing, handling, transportation, storage, treatment, recycling, marketing, use, disposal, release, or threatened release of oil, petroleum substances, any waste material or any “Hazardous Substance” or “pollutant or Contaminant” as those terms are defined by the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) at CERCLA § 101 (14) and 33, 42 U.S.C §§ 9601 (14) and (33), as amended.

4.2.13 TERMINATION

4.2.13.1 TERMINATION FOR CAUSE

If the City believes that the Contractor has failed in any material respect to perform its obligations under this contract or conditions or covenants incorporated therein, then the City may provide written notice directed to the Contractor, describing the alleged failure in reasonable detail. If the Contractor does not, within fifteen (15) calendar days after receiving such written notice, either (i) cure the material failure or (ii) if the breach is not one that can reasonably be cured within fifteen (15) calendar days, develop a plan to cure the failure as soon as reasonably practical and diligently proceed according to the plan until the material failure has been cured, then the City may terminate the contract, in whole or in part, for cause by written notice to the Contractor.

4.2.13.2 TERMINATION FOR CONVENIENCE

The City reserves the right to terminate the contract in whole or in part at any time with thirty (30) days written notice.

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

SECTION 5: PRICING

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S8-Z5334-0	PAGE OF 38 39
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5.1 Bidders shall provide pricing based on a reference index for #2 Oil in the Platt's Oilgram Price Report "Product Price Assessments" section, New York Harbor pricing at the stated seasonal Reid vapor pressure (RVP), "No. 2" Oil Barge price for #2 Oil pricing per gallon. The Platt's Reference Index "No. 2" Oil Barge price is listed in cents per gallon of oil and shall be based on the average of the low/high-posted prices. Hereinafter, the referenced index price will be defined as the "Posted Price." For the purposes of this bid only, the average posted price for effective date: 12/11/2006 is filled in below (Do not include the Federal Oil Assessment when submitting your bid price).

5.2 Bidders must bid on both Option 1 and Option II in order to be considered for award.

#31421 000
OPTION I - SPOT PRICE

5.3

Estimated Annual Consumption	Referenced Index Price-12/11/2006	DIFFERENTIAL (+/- cents/gallon)	NET PRICE = EXTENSION
929,250	<u>166.2</u> cents/gallon	_____	_____

5.4 **OPTION II - FIXED QUANTITY PRICE**
Provide a differential price in cents/gallon that reflects an option to lock-in a firm price for a fixed quantity of 84,000 gallons taken at any time during the initial Term of Contract (Should the City elect to lock-in on Option II it shall notify the vendor of its intent to lock-in on the same day at the requesting close of day price). The City will take or pay the fixed quantity, should it elect this Option II: however, once the City has taken the fixed quantity it reserves the right to renew this Option for up to two more times during the contract period or revert back to the Option I. The City shall reserve the right to repeat this process as outlined above for any subsequent renewal periods.

ATTACHMENT A

CITY OF PHILADELPHIA

BID BOND

CITY OF PHILADELPHIA



BID BOND

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

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

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

Sealed with our seals and dated the _____ day of _____ two-thousand and seven (2007).

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

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

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

CORPORATE SEAL:

PRINCIPAL OBLIGOR:

President/Vice-President (SEAL)

Secretary/Treasurer (SEAL)

SURETY SEAL:

SURETY:

Attorney-In-Fact (SEAL)

INSTRUCTIONS:

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

SAMPLE SUBMITTAL FORM
To be submitted with samples for
Invitation and Bid:S8Z53340

PROCUREMENT SAMPLE SUBMITTAL	SUBMIT TO: Materials Testing Lab 1500 E. Hunting Park Avenue Philadelphia, PA 19124 (215-685-1430)	
Vendor Name: _____ Bid Number: _____ Address: _____ Phone # : _____ Opening Date: _____ Contact Name: _____ Item Reference No. from Bid (Section5): _____ Manufacturers Brand and Number: _____		
Remarks:		
REQUEST FOR TEST	TO:	LAB NO.
SAMPLE NO.	MANUFACTURER	DATE
CONTRACT NO. OR JOB	LOCATION:	
DESCRIPTION OF SAMPLE		
INTENDED USE		
SPECIFICATION		
<input type="checkbox"/> MATERIALS NOW IN USE <input checked="" type="checkbox"/> MATERIAL SUBMITTED PRIOR TO USE		
REMARKS		
SUBMITTING DEPT. AND UNIT PROCUREMENT	PHONE NO.	ENGINEER OR INSPECTOR (Signature) PRPI

11 POLICE DEPARTMENT

Department Code/Name	Facility Code	Facility Name	Utility Type	Account Number	Usage	Units	Cost
11 POLICE DE	1131A	POLICE ACAD	DIST FUEL O	11031AO01	7,340	GAL	\$11,639.25
11 POLICE DE	1131A	POLICE ACAD	DIST FUEL O	11031BO01	1,652	GAL	\$2,967.89
Total:					8,992		\$14,607.14

12 STREETS DEPARTMENT

Department Code/Name	Facility Code	Facility Name	Utility Type	Account Number	Usage	Units	Cost
12 STREETS	1209A	VI - FIELD	DIST FUEL O	12009AO01	3,900	GAL	\$6,844.87
12 STREETS	1221A	EMPLOYEE AS	DIST FUEL O	12021BO01	524	GAL	\$906.75
12 STREETS	1223A	BARTRAM TR	DIST FUEL O	12023AO01	23,683	GAL	\$39,619.36
12 STREETS	1227A	CITY GARAGE	DIST FUEL O	12027AO01	40,856	GAL	\$67,332.87
12 STREETS	1228A	DELAWARE A	DIST FUEL O	12028AO01	27,262	GAL	\$45,014.25
12 STREETS	1401A	VOGT REC CE	DIST FUEL O	12025BO01	19,454	GAL	\$33,686.99
Total:					115,679		\$193,405.09

13 FIRE DEPARTMENT

Department Code/Name	Facility Code	Facility Name	Utility Type	Account Number	Usage	Units	Cost
13 FIRE DEPA	0016A	FIRE ACADEM	DIST FUEL O	13004AO01	7,298	GAL	\$11,506.39
13 FIRE DEPA	0031A	FIRE ADMINI	DIST FUEL O	13019AO01	11,980	GAL	\$21,421.37
13 FIRE DEPA	0048A	FIRE ENGINE	DIST FUEL O	13036AO01	2,774	GAL	\$4,323.36
13 FIRE DEPA	0067A	FIRE ENGINE	DIST FUEL O	13055AO01	4,121	GAL	\$7,145.40
Total:					26,173		\$44,396.52

16 RECREATION DEPARTMENT

Department Code/Name	Facility Code	Facility Name	Utility Type	Account Number	Usage	Units	Cost
16 RECREATI	1364A	VENICE ISLAN	DIST FUEL O	16081AO01	502	GAL	\$766.94
16 RECREATI	1387A	PLEASANT PL	DIST FUEL O	16101AO01	314	GAL	\$479.32
16 RECREATI	1402A	AMERICAN LE	DIST FUEL O	16113AO01	1,060	GAL	\$1,807.22
16 RECREATI	1410A	WHITTIER PL	DIST FUEL O	16119AO01	1,272	GAL	\$2,185.51
16 RECREATI	1412A	MOSS PLAYGR	DIST FUEL O	16121AO01	981	GAL	\$1,776.16
16 RECREATI	1432A	PICCOLI PLAY	DIST FUEL O	16139AO01	1,030	GAL	\$1,947.13
16 RECREATI	1448A	STOKLEY PLA	DIST FUEL O	16155AO01	291	GAL	\$505.87
16 RECREATI	1474A	BLACK COYLE	DIST FUEL O	16170AO01	3	GAL	\$4.45
16 RECREATI	1486A	CIONE PLAYG	DIST FUEL O	16180AO01	2,641	GAL	\$4,416.74
16 RECREATI	4045A	FISH HATCHE	DIST FUEL O	16143AO01	1,492	GAL	\$2,485.28
Total:					9,586		\$16,374.62

17 FAIRMOUNT PARK

Department Code/Name	Facility Code	Facility Name	Utility Type	Account Number	Usage	Units	Cost
17 FAIRMOUN	1563A	CHARLES PAF	DIST FUEL O	16245AO01	1,627	GAL	\$2,803.17
17 FAIRMOUN	1717A	FP MAINTENA	DIST FUEL O	17017AO01	2,708	GAL	\$5,096.21

17 FAIRMOUN	1726A	PENNYPACK B	DIST FUEL O	17026AO01	1,608	GAL	\$2,809.24
17 FAIRMOUN	1727A	BELLAIRE BO	DIST FUEL O	17027AO01	818	GAL	\$1,660.38
17 FAIRMOUN	1731A	BARTRAM GA	DIST FUEL O	17031AO01	1,634	GAL	\$2,882.12
17 FAIRMOUN	1735A	PUBLIC BOAT	DIST FUEL O	17035AO01	386	GAL	\$658.78
17 FAIRMOUN	1736A	ORMISTON M	DIST FUEL O	17036AO01	2,091	GAL	\$3,597.82
17 FAIRMOUN	1737A	MT PLEASANT	DIST FUEL O	17037AO01	3,586	GAL	\$6,060.35
17 FAIRMOUN	1742A	CEDAR GROV	DIST FUEL O	17042AO01	1,569	GAL	\$2,674.19
17 FAIRMOUN	1743A	LAUREL HILL	DIST FUEL O	17043AO01	1,988	GAL	\$3,584.31
17 FAIRMOUN	1747A	COBBS CREEK	DIST FUEL O	17047AO01	3,153	GAL	\$5,085.41
17 FAIRMOUN	1752A	STRAWBERRY	DIST FUEL O	17052AO01	4,024	GAL	\$6,695.56
17 FAIRMOUN	1753A	SWEETBRIAR	DIST FUEL O	17053AO01	3,631	GAL	\$6,299.98
17 FAIRMOUN	1756A	HORTICULTU	DIST FUEL O	17056AO01	22,745	GAL	\$43,655.13
17 FAIRMOUN	1765A	92ND POLICE	DIST FUEL O	17065AO01	2,153	GAL	\$4,410.43
17 FAIRMOUN	1769A	FDR PARK	DIST FUEL O	17069CO01	17,406	GAL	\$29,656.93
17 FAIRMOUN	1777A	TREE HOUSE	DIST FUEL O	17077AO01	647	GAL	\$1,035.64
Total:					71,774		\$128,665.65

20 PUBLIC PROPERTY

Department Code/Name	Facility Code	Facility Name	Utility Type	Account Number	Usage	Units	Cost
20 PUBLIC PR	2017B	CARPENTER S	DIST FUEL O	20017BO01	2,239	GAL	\$3,857.93
20 PUBLIC PR	2005A	MUNICIPAL S	DIST FUEL O	20005AO01	4,702	GAL	\$7,101.18
20 PUBLIC PR	2041A	FLEET SHOP	DIST FUEL O	20041AO01	2,744	GAL	\$4,928.70
20 PUBLIC PR	2048A	N. AM. ST. W	DIST FUEL O	20048AO01	30,598	GAL	\$50,801.34
Total:					40,283		\$66,689.15

23 PRISON SYSTEM

Department Code/Name	Facility Code	Facility Name	Utility Type	Account Number	Usage	Units	Cost
23 PRISON S	2301A	HOLMESBURG	DIST FUEL O	23001AO01	940	GAL	\$1,664.80
23 PRISON S	2305A	DETENTION C	DIST FUEL O	23005AO01	25,829	GAL	\$45,120.27
23 PRISON S	2310A	HOUSE OF CO	DIST FUEL O	23010AO01	8,547	GAL	\$16,193.48
23 PRISON S	2311A	CURRAN FRO	DIST FUEL O	23011AO01	4,329	GAL	\$7,304.39
23 PRISON S	2316A	RIVERSIDE C	DIST FUEL O	23016AO01	3,000	GAL	\$6,303.00
Total:					42,645		\$76,585.94

26 L&I

Department Code/Name	Facility Code	Facility Name	Utility Type	Account Number	Usage	Units	Cost
26 LIC & INS	2602A	POLICE TOW	DIST FUEL O	26002AO01	13,106	GAL	\$22,506.28
26 LIC & INS	2603A	L & I	DIST FUEL O	26003AO01	1,000	GAL	\$1,904.50
Total:					14,106		\$24,410.78

AVIATION

PHILA. INTER. AIRPORT / NE AIRPORT

Total:	600,000	\$1,110,000.00
January 2005 - December 2005 Total:	929,238	\$1,675,134.00

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)

(Procurement Commissioner)



CITY OF PHILADELPHIA

INSTRUCTIONS FOR GETTING PAID

BY THE CITY OF PHILADELPHIA

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

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

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

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

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

BIDDERS GUIDELINES*

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

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

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

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



CITY OF PHILADELPHIA
PROCUREMENT DEPARTMENT
Public Information Unit

ATTENTION VENDORS

If your company would like to receive the results of a particular bid, the Public Information Unit of the Procurement Department will forward this information to you after the contract has been fully executed, 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 4756.

BID RESULTS REQUEST FORM

Please 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 1/2" x 12 1/2" 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, MSB
Philadelphia, PA 19102-1685

Do Not Send Cash

<i>Internal Use Only:</i>	
Date Request Received:	Check Type:
Date Bid Result(s) Mailed:	Check Number:
Initials:	Check Amount \$



CITY OF PHILADELPHIA

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.# _____



CITY OF PHILADELPHIA

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

Janet Hagan
Acting Procurement Commissioner

August 16, 2006

Dear Vendor:

Effective with bids opening **September 1, 2006** and later, The City of Philadelphia Procurement Department will be implementing the following change: Checks submitted with bids for Bid Security will be deposited by the City of Philadelphia. Vendors will no longer receive their original checks back after contract conformance. Following contract conformance the City of Philadelphia will issue a check to the vendor. Vendors interested in participating in the City's Master Bid Security Program can go to www.phila.gov and visit the City of Philadelphia's Procurement Department website to obtain an application.

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,

A handwritten signature in black ink, appearing to read 'Vincent J. Jannetti'.

Vincent J. Jannetti
Acting Director of Finance