

BID OPENING DATE AND TIME

On: April 9, 2007

AT: 10:30 A.M.

BID NO. S8Z53520	PAGE 1 OF 47	INVITATION AND BID ADVERTISED	BIDDER MUST COMPLETE BELOW BIDDER AGREES TO COMPLY WITH ALL CONDITIONS OF THIS BID. UNSIGNED BIDS WILL NOT BE ACCEPTED.
This Invitation to Bid with your quotations must be received prior to the above cited bid opening date and time.		 CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT MUNICIPAL SERVICES BLDG. 1401 JFK BLVD, ROOM 170A PHILADELPHIA, PA 19102-1685	NAME AND ADDRESS OF FIRM
DEPARTMENT Various	DIVISION Various		Federal EIN/Social Security Number
AWARDED			BUYER L. Lewicki J. Washington
DATE FOR THE PROCUREMENT COMMISSIONER			

TITLE OF BID

Chlor Alkali Products

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: Chlor Alkali Products**

1.2 **SCHEDULE NO: 60-02**

1.3 **CONTRACT TERM:** 7/1/07 to 6/30/08 (“Initial Term”), with an option to renew for up to three (3) additional one (1) year periods, (“the Renewal Term”) exercisable, at the City’s sole discretion, as of the expiration of the Initial Term or then current Renewal term. The City may, at its sole discretion, renew the contract for up to three (3) months at the beginning of each renewal period(s) (the “Additional Performance Period”), if a decision has been made not to renew the contract for an entire year.

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

1.3.2 If an individual Performance Bond and/or Payment Bond is required under this Invitation and Bid, such bond(s) shall be and remain in full force and effect throughout the Initial Term, all Renewal Terms, any Additional Performance Period, and the period of any unexpired warranty provided or required under the Contract, without notice of Contract renewal by the City to the surety or the consent of the surety thereto. It is the sole responsibility of the Contractor to ensure that such bond(s) remain in full force and effect as provided in this Section, and failure to do so shall be an event of default pursuant to Section 16, Default, of the attached Terms and Conditions of Bidding and Contract.

If participation in the City’s Master Performance Security Program is required under this Invitation and Bid, Contractor shall pay the required annual fee for such participation for each Renewal Term upon the issuance of the Renewal Notice.

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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 **Chlor-Alkali Products** for the various City agencies and departments as specified herein during the contract period.

1.7 BID SECURITY

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

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

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Bidders already enrolled in the City's Master Bid Security Program for Fiscal Year 2007 - 2008 (July 1, 2006 to June 30, 2008) are not required to provide Bid Security if their bid total is \$500,000.00 or less (per paragraph 8 of "Terms and Conditions of Bidding and Contract").

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

1.7.3 **Bids Opening July 1, 2006 through June 30, 2008**

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

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

1.8 **BID INFORMATION:**

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

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

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1.9 BID SUBMISSION:

- 1.9.1 Bid information must be submitted to the City of Philadelphia no later than the time and date for the bid opening.
- 1.9.2 Advertised sealed bids will be received and read publicly at 10:30 AM in Room #170A, 1st Floor, Municipal Services Building, 1401 JFK Boulevard.
- 1.9.3 Bid should be complete and include ALL information required as described in the various paragraphs of the bid specifications.
- 1.9.4 All pricing must be completed on the forms provided; be complete; and be in ink or typed.
- 1.9.5 The bid must be complete as to required bid signatures and corporate seal, and fully accept the terms and conditions contained in the bid.
- 1.9.6 **BID PROCESSING FEE:**
All bids submitted where the bid total is greater than \$25,000 shall be accompanied by the proper Bid Processing Fee. The fee shall be in the form of a separate check or money order in accordance with Paragraph 17 of the “Terms and Conditions of Bidding and Contract.”
- 1.9.7 When M-BE, W-BE or DS-BE ranges are required on an Invitation and Bid, bidders are reminded that the submission of a blank “Minority Business Enterprise Council Solicitation and Commitment Form” will be deemed non-responsive and ineligible for an award. Bidders are reminded to read carefully and entirely the “Bidder’s Guidelines relating to Executive Order 02-05”.

OR

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

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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)_____

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.

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1.9.9 **BID QUESTIONS OR PROBLEMS**

In preparing the bid response, should any bidder need clarification on the bid requirements, identify a discrepancy in the specifications, determine that a specified product has been discontinued or an alternate procedure is advised, etc.; then the bidder is **STRONGLY** encouraged to bring these issues to the attention of the Procurement Department’s Public Information Unit prior to the bid opening by calling (215) 686-4720 or 4721, or by faxing (215) 686-4716. **Questions, whether phoned or faxed, should be received no later than seven (7) calendar days prior to the scheduled opening date of the bid. The City reserves the right to only respond to those questions submitted prior to the stated deadline.** If it is in the City’s best interest to do so, the bid **MAY** be amended to reflect the proposed changes/modifications. **Exceptions taken DO NOT obligate the City to change the specifications. The City of Philadelphia, Procurement Department will notify all bidders in writing, by addendum duly issued, of any interpretations/changes made to specifications or instructions. The City will not accept responsibility for oral instructions, suggestions or changes by any City agency.**

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

1.9.10 **DO NOT SUBMIT MATERIAL SAFETY DATA SHEETS WITH BID**
(See Paragraph 2.9)

1.9.11 Bidder must submit with bid submission a copy of letter of certification from the NSF (Section 2.3). Along with a letter of certification bidder is required to submit a detailed product analysis, including trace contaminants.

1.9.12 In paragraph 2.2 please not Proof of Compliance to be submitted at the time of the bid.

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1.9.13 **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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1.9.14 **ALTERNATES SUBMITTED:**

If an alternate to any item is offered, bidder must follow instructions in Paragraph 2 of “Terms and Conditions of Bidding and Contract”. State the brand name and the model number of each alternate offered. Detailed technical information on the alternate should accompany the bid.

Failure to state alternates will obligate bidder to provide material and/or service specified in the bid.

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

1.10 **BIDDER QUALIFICATION:**

1.10.1 State law requires supplies to comply with PA code. See Paragraph 2.2.

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

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

1.10.3 Bidder must submit with bid submission a copy of letter of certification from the NSF (Section 2.2).

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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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SECTION 2: GENERAL ITEM/SPECIFICATION REQUIREMENTS

- 2.1 Successful bidder(s) shall be required to supply the City of Philadelphia's various agencies with chemicals as listed in Sections 2 and 5 of this Invitation and Bid.
- 2.2 Water Treatment Chemicals suppliers must comply with PA Code, Title 25, Chapter 109.606 for all items in Section 2: Specifications and Section 5 Pricing. Proof of compliance with the state law for all items specified shall be submitted with the bid.

Each supplier shall submit proof of previous certification, if available. In addition, vendors should be able to prove material is produced for use in potable water by supplying a list of water suppliers and contact persons who have used or are using product, or are listing of all raw materials and certification by manufacturer that each is of food grade quality.

2.2.1 Material Safety Data Sheets (MSDS):

To comply with the Pennsylvania Community and Worker Right to Know Act of 1984, the City of Philadelphia requires bidders to submit a copy of the MSDS pertinent to the product(s) used or to the service(s) offered. A copy of MSDS may be required prior to award by the Procurement Department. Successful bidders shall be required to provide to each receiver an MSDS prior to, or accompanying, the first shipment and subsequent to any revision to the MSDS during the duration of this contract. For those products or substances which the bidder believes exempt from the State regulation to provide MSDS, the City requires those bidders to provide with their bid, written and signed documentation of the exemption by citing the specific applicable section of the state law upon which the exemption from MSDS provision is based.

Labeling of Chemical Substances:

Bidders for the provision of product(s) or service(s) must meet legal requirements under the Pennsylvania Community and Worker Right to Know Act of 1984 for the labeling of chemicals and of hazardous substances. For those products or substances which the bidder believes exempt from State labeling regulations, the City requires those bidders to provide with their bid, written and signed documentation of the exemption by citing the specific applicable section of the State law upon which the exemption from the labeling requirement is based.

The Material Safety Data Sheet or any other product information submitted by

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

- 2.3 Items shall be in accordance with Procurement Department Specification 5-C-91:07 dated 3/1/07 (attached). Bidders are requested to retain the specifications for future reference.

Materials identified in Procurement Department Specification 5-C-91:07 as direct additives used in treatment of potable water should be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects.

The vendor shall supply a certified weight certificate and a certificate of analysis with each delivery. The analysis shall include product content as required in Para 2.9 Specific Requirements – Water Treatment Chemicals.

At delivery, when requested, the driver will be required to provide a sample from the truckload being delivered to confirm results by Water Department Laboratories. Philadelphia Water Department’s Bureau of laboratory Services (BLS), 1500 E. Hunting Park will perform random check analyses of the delivered chemicals. In the case, when there is a disagreement on the analysis results between a vendor and a Water Department laboratory (BLS), BLS will have a final authority on determining the composition of the delivered product.

- 2.4 The successful vendor will be required to deliver material within forty eight (48) hours following the request from the using agency, unless otherwise specified in Section 2.8 Specific Requirements. The vendor shall be required to deliver material within twenty four (24) hours following the request from the using agency in the event of an emergency. The vendor shall adhere to a maximum delivery time of five (5) days. If the successful vendor is unable to provide the required material in the time-frame specified, he/she must so notify the using City department, agency, etc., no later than two (2) hours after the request is received or if the City office is closed during the two (2) hour notification period, by 10:00 AM the next business day.

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In the event that the contractor cannot or does not supply material in the time-frame referenced above, the City reserves the right to purchase material on the open market and the supplier of record will be required to pay the difference to the City in having to purchase material on the open market. This will be calculated at the end of the contract period. The vendor will be notified by the Procurement Department of a specific dollar amount owed to the City.

2.5 COPIES OF BID SPECIFICATIONS

This bid makes reference to Procurement Department Specifications and/or Purchase Descriptions (Attached). Bidders are requested to retain Procurement Department Specifications for future reference.

2.6 PRODUCT CONTAMINANT LANGUAGE

The successful vendor shall certify that contaminants in the drinking water treatment chemical will not cause the finished water to exceed the maximum contaminant level (MCL) identified in the regulated drinking water contaminant list as specified in 40 CFR, part 141 National Drinking Water Regulations, when the product is applied at the maximum usage level as listed by the supplier in the latest version of the ANSI/NSF Listings, Standard 60, Drinking Water Additives - Health Effects.

National Primary Drinking Water Regulations and National Secondary Drinking Water Regulations are listed on the EPA website at:

<http://www.epa.gov/safewater/mcl.html>.

2.7 PRODUCT ANALYSIS

Items shall be in accordance with Procurement Department Specification 5C-91:07 dated 3/1/07.

Materials identified in Procurement Department Specification 5C-91:07 as direct additives used in treatment of potable water should be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects.”

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The vendor shall supply a certified weight certificate and a certificate of analysis with each delivery. The analysis shall include product content as required in Para. 2.9 Specific Requirements.

At delivery, when requested, the driver will be required to provide a sample from the truckload being delivered to confirm results by Water Department Laboratories. Philadelphia Water Department's Bureau of laboratory Services (BLS) will perform random check analyses of the delivered chemicals. In the case, when there is a disagreement on the analysis results between a vendor and a Water Department laboratory (BLS), BLS will have a final authority on determining the composition of the delivered product.

2.8 SECURITY OF DELIVERED CHEMICALS

2.8.1 Bidders are advised that shipments of all products must be performed with the utmost care and caution to avoid product tampering and contamination.

All trucks delivering water treatment chemicals must prominently and clearly display the name of the chemical supply company and/or the company logo on the body of the tanker or on the doors of the tractor.

Bidders are advised that all truck delivery personnel must display a company issued photo identification badge. The drivers must prominently display the ID badge on the exterior of their clothing at the time of product delivery.

All tank truck hatchways or loading or unloading pipe connections must be secured and sealed prior to the delivery vehicle leaving the loading terminal. The seal must remain intact upon arrival at the water treatment plant site. The product delivery driver will be required to break the seal in the presence of the department representative. Failure to do so will be cause for rejection of the load.

Seals specifications are described in the paragraph 2.8.2.

Prior to first delivery a successful vendor must submit a written procedure that describes application and removal of security seals to the receiving City agency.

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In addition to chemicals delivered in bulk transports, chemicals delivered in containers and drums must also be secured and sealed. Vendors making deliveries in drums and containers must submit written security seals procedures to a receiving City agency prior to making first delivery.

Vendors are advised not to start deliveries of the product before the security seals procedures are reviewed and accepted by the receiving agency. Failure to do so may be considered an event or condition constituting default.

Vendors delivering to the Water or Wastewater Treatment Plants are directed to Fax the following information prior to the arrival of the delivery truck at PWD sites:

1. An identification number for the chemical trailer delivering the product (i.e. trailer license plate number, trailer ID number, company label on trailer).
2. The truck driver's name
3. The identification number(s) from the tamper resistant seals applied to the intake or discharge piping, man-ways and hoses on the delivery truck.

Fax numbers to be used are:

Baxter WTP – 215-333-9453
Belmont WTP – 215-878-7393
Queen Lane WTP – 215-685-2108
Southeast WPCP-215-271-8899
Southwest WPCP-215-685-4063
Northeast WPCP-215-288-3412

Upon arrival of the delivery truck to the site, PWD personnel will cross check the driver's name and license number and the data on the delivery truck, as well as the condition of the tamper resistant seals on the hoses and truck man-ways, against the information provided by your office. At PWD's discretion, any observed information may be verified by directly communicating with vendor's transportation department.

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2.8.2 **Tamper Resistant Security Seals Specifications**

Tamper resistant seals shall be plastic pull-up type beaded seals. Seals shall be red with white lettering, 16” in length. As a reference, American Casting and Manufacturing Corp. Plastic Pull-Up Seal Model 9001-16 describes the minimum requirement. Seals shall include 3 lines of text and a unique multi-digit identification number as follows:

CITY OF
PHILADELPHIA
WATER DEPT.
#

As an alternative, supplier can utilize custom vendor tag, which still must include a unique multi-digit identification number. Color requirement of tag does not apply. The vendor must provide tag information to each delivery location and receive the approval of receiving agency prior to first delivery. The approved security tag shall be utilized throughout the life of the contract.

2.8.3 **Off-hour Bulk Chemical Delivery Criteria**

Notwithstanding the other requirements defined in Section 2.8.1, vendors are advised that there are additional safeguards which are imposed whenever the delivery of bulk chemicals is to occur during off-hours, defined as 6:00 PM to 6:00 AM, Monday through Friday plus all Saturdays and Sundays.

Prior to the start of off-hour deliveries of products, vendors are directed to present their procedures for review and acceptance by the receiving agency. At a minimum, the vendor must:

1. Fax the ID number or the license plate number of the bulk chemical truck to the facility receiving the product. See 2.8.1 for fax numbers.
2. Fax the truck driver name

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3. Fax the ID number from the tamper resistant seals applied to the fill pipe/valves and discharge pipe/valves on the delivery truck
4. The fax communication shall be sent during the conventional business hours, Monday through Friday, 8:00 AM to 3:00 PM, prior to delivery.
5. Upon arrival at the receiving plant entry gate, the bulk chemical truck driver shall communicate with the Senior Plant Operator by telephone or via the use of the intercom system. If the driver has access to a cellular phone, he/she may call the senior plant Operator's number, as follows:

Baxter WTP – 215-685-8055
Belmont WTP – 215-685-0227
Queen Lane WTP – 215-685-2117

The bulk chemical truck driver must identify him/herself by revealing his/her name, the name of the company and the identification numbers from the tamper resistant seals applied to the truck.

Prior to the start of off-hour deliveries, the vendor is to submit documentation to confirm that the team or pool of drivers are trained, equipped and capable of responding to the accidental spill of the product being delivered.

Should there be an accidental spill or release of product during the unloading process, the truck driver is to immediately communicate with the receiving plant representative to initiate the appropriate steps to stop the release, make the area safe for responders and to assist with the clean-up.

2.8.4 **CHEMICAL SPILL RESPONSE REQUIREMENTS**

Each chemical vendor shall furnish the name, address and telephone number of a qualified Hazmat Response Team. This team shall be supplied by the vendor to clean-up and mitigate a chemical spill caused by the vendor or its designee. The Hazmat Response Team must meet OSHA requirements and be available twenty-four (24) hours per day, seven (7) days per week.

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Response to a hazardous material clean-up shall occur within eight (8) hours of notification by the treatment plant or the authorized representative, Spill mitigation actions taken by PWD personnel shall not be construed as a replacement for Chemical Spill Response. The Plant Manager or authorized designee shall make the determination of need for Hazmat Response Team Assistance. Vendor must supply information on response team prior to first shipment.

2.9 **SPECIFIC REQUIREMENTS - WATER TREATMENT CHLOR ALKALAI CHEMICALS**

2.9.1 **30730 031 425 00**

Chlorine, Liquid, 2000 lb. Containers:

2.9.1.1 **Specifications:**

Chlorine shall meet AWWA Standard B301-99 or latest revision, Procurement Department Specification 5-C-91:07 or latest revision, Para. 3.6, and Water Chemicals Codex (max. dosage 15 mg/1). The liquid shall be substantially free of impurities causing residues which clog lines or interfere with feeding.

The chlorine supplied shall contain no soluble mineral or organic substances in quantities that would be deleterious or injurious to anyone consuming any water treated with acceptable quantities of chlorine. This includes, but is not limited to, chloroform, carbon tetrachloride, hexachlorobenzene, hexachloroethane, nitrogen trichloride, silicon tetrachloride.

2.9.1.2 **Deliveries:**

Delivery as needed and requested by the Chief Clerk. Deliveries shall arrive at the plant between 8 A.M. and 3 P.M.

Empty containers will be returned at the expense of the vendor. Containers shall be delivered to the individual point of application, by trucks, suitable to the conditions at the various points of usage.

Delivery locations:

Belmont Filters, 4300 Ford Road, 19131.

Application rate ten (10) tons per year.

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Basis of Award: Based on the combined lowest price per ton of Liquid Chlorine and the price per ton for delivery.

Bid price should be based on the tons of chlorine product and the price per ton to deliver chlorine to designated locations.

2.9.2 Sodium Hypochlorite in accordance with Procurement Specification 5-C-91:07, Paragraph 3.17 and the following:

2.9.2.1 **Specifications:**

Price shall be on the basis of tons of available chlorine by weight. Tons required are available chlorine by weight.

Material shall be a solution containing 12 percent min. unless otherwise specified available chlorine by weight, meeting AWWA Standard for Hypochlorites B300-04 or latest revision, except for concentrations stated above. Shipments must be of consistent concentration \pm 1% during the term of this contract. Shipment shall be made in tank trucks.

Shall be a clear liquid containing not more than .15% insoluble material by weight and the total free alkali (as sodium hydroxide) in sodium hypochlorite shall not exceed 1.5% by weight. Chlorine and caustic soda used for manufacture of sodium hypochlorite shall meet requirements of AWWA standards and Water Chemicals Codex (max. dosage as chlorine 15 mg/L).

Shall not contain any organic or inorganic substances in quantities that would be deleterious or injurious to anyone consuming any water treated with acceptable quantities of hypochlorite. Vendor shall forward a chemical analysis with each shipment, including available chlorine by weight, free alkalinity, chlorine weight per gallon, pH, sodium hypochlorite by weight.

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2.9.2.1.2 **30730 031 428 00**
Sodium Hypochlorite
12% available Chlorine
by weight (15% trade)

Quantity 20 Tons

**Daytime Delivery:
6:00 AM – 6:00 PM**

2.9.2.1.3 **30730 031 429 00**
Sodium Hypochlorite, 14.4%
Available Chlorine by Weight
(18% trade)

**Daytime Delivery:
6:00 AM – 6:00 PM**

Quantity: 2175 tons

At delivery, when requested, the driver will be required to provide a sample from the truckload being delivered to confirm results with Water Department Laboratories.

2.9.2.2 **Daytime Deliveries:**

Delivery as needed and requested by the Chief Clerk. Deliveries shall arrive at the appropriate delivery location between 6 A.M. and 6 P.M. Deliveries shall be accompanied by a weight certificate from a certified weigher showing the net weight of the delivery within 24 hours after delivery, a weight certificate from a certified weigher shall be faxed or mailed to the receiving unit. Both weight certificates shall include the gross, tare and net weights.

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Delivery Points

Baxter Plant, 9001 State Road
Philadelphia, PA 19136

Belmont Plant, 3900 Ford Road
Philadelphia, PA 19131

Queen Lane Plant, 3545 Fox Street, Philadelphia, PA
19129

Oak Lane Reservoir, 5th & Cheltenham Avenue,
Philadelphia, PA 19126

East Park Reservoir, 33rd & Montgomery,
Philadelphia, PA 19121

Roxborough Reservoir, Harner Avenue & Port Royal
Avenue, Philadelphia, PA 19128

Southwest Water Pollution Control Plant, 8200
Enterprise Avenue, Philadelphia, PA 19153

Queen Lane Raw Water Pumping Station Ridge
Avenue & Schoolhouse Lane, Philadelphia, PA 19129

Northwest Water Pollution control Plant,
3895 Richmond Street, Philadelphia, PA 19137

Southeast Water Pollution Control Plant,
25 E. Pattison Avenue, Philadelphia, PA 19148

Totem Road Pumping Station
Route 13 and Haunted Lane
Croydon, PA 19020

Basis of Award: Based on the combined lowest price per ton of Sodium Hypochlorite and the price per ton for delivery.

Bid price should be based on the tons of chlorine product and the

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price per ton to deliver product to designated locations. Items 2.9.2.1.2 (para. 5.2) & 2.9.2.2.2 (para. 5.3) will be awarded to the same vendor. Items 2.9.2.1.3 (para. 5.4) & 2.9.2.2.3 (para. 5.5) will be awarded to the same vendor.

2.9.2.2.2 **30730 031 430 00**
Sodium Hypochlorite
12% available Chlorine
by weight (15% trade)
Quantity 20 Tons

**Night time Delivery (Optional):
6:00 PM – 6:00 AM**

2.9.2.2.3 **30730 031 431 00**
Sodium Hypochlorite, 14.4%
Available Chlorine by Weight
(18% trade)

**Night time Delivery (Optional):
6:00 PM to 6:00 AM**
Estimated Quantity: 2123 Tons

2.9.2.2.3.1 **Optional Delivery Times**

The City may elect to have deliveries between the hours of 6:00 PM to 6:00 AM for the following locations:

Baxter Water Treatment Plant
9001 State Road
Philadelphia, PA 19136

Belmont Water Treatment Plant
3900 Ford Road
Philadelphia, PA

Southwest Water Pollution Control Plant
8200 Enterprise Avenue
Philadelphia, PA 19153

Northeast Water Pollution Control Plant

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3895 Richmond Street
Philadelphia, PA 19137

Southeast Water Pollution Control Plant
25 E. Pattison Avenue
Philadelphia, PA 19148

Queen Lane Water Treatment Plant
3110 Queen Lane
Philadelphia, PA 19129

Totem Road Pumping Station
Route 13 and Haunted Lane
Croydon, PA 19020

Queen Lane Raw Water Pumping Station
Ridge Avenue & Schoolhouse Lane
Philadelphia, PA 19129

Bidder to state in Section 5, price per ton for deliveries between the hours of 6:00 PM and 6:00 AM. All of the specifications of paragraph 2.9.2 apply to these items except for delivery times.

Basis of Award:

Item 2.9.2.1.3 state percentage (%) off price per ton for night time delivery (Para. 5.3).
Base price minus discount (stated as % from base price) = Unit Price Per Ton.

Item 2.9.2.2.3 State percentage (%) off price per ton for night time delivery (Para. 5.5).
Base Price (minus discount (stated as % from base price) = Unit Price per ton.

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2.9.3 **30730 031 447 01**
Demurrage, Sodium Hypochlorite, tank truck delivery. There will be no charge to the City for the first eight (8) hours. Price shall be on a per hour basis for service after first eight (8) hours. This item will be awarded to the successful bidder(s) for 2.9.2.1.2 and 2.9.2.1.3.

2.9.4 **30730 031 462 01**
Sodium Hypochlorite less than 5000 gallon deliveries.

2.9.4.1 **Specifications**

Sodium Hypochlorite, liquid, in less than 5000 gallon deliveries, in accordance with Procurement Department Specification 5-C-91:07 or latest revision, item 3.15.

The Recreation Department and Fairmount Park requires delivery of Sodium Hypochlorite to its swimming pools/fountains located throughout the City. Locations shall be indicated on the purchase order issued by the using department. The capacity of the tanks are from 110 to 1000 gallons and will require filling every 7-10 days during the season.

2.9.4.1.1 **Recreation Department Delivery Locations:**

F.D. Roosevelt Bath House F.D.R Park South Broad ST. & Terminal Avenue 1500 Gallons	Hunting Park Bathing Lake Hunting Park & Roosevelt Blvd. 900 Gallons
John B. Kelly Swimming Pool Memorial Hall 4231 N. Concourse 9640 Gallons	Jardel Cottman & Penway 2600 Gallons
Cobbs Creek Pool 63rd & Spruce Streets 300 Gallons	Amos 16 th & Berks 3800 Gallons

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Penrose
12th & Susquehana
1520 Gallons

Shuler
27th & Clearfield
2750 Gallons

Cruz
6th & Masters
2480 Gallons

Lederer
2925 Gallons

Heitzman
2136 Castor Ave.
3255 Gallons

Anderson
17th & Fitzwater
4930 Gallons

Murphy
4th & Shunk
3620 Gallons

Feltonville
Ella & Wyoming
1990 Gallons

King, M.L.
22nd Cecil B. Moore
3100 Gallons

Lee
4400 Haverford
4195 Gallons

Barry
18th & Bigler
2465 Gallons

Awbury
Ardleigh & Haines
3750 Gallons

Francisville
1750 Wiley
1790 Gallons

Gathers
25th & Diamond
3475 Gallons

Mander
33rd & Diamond
2850 Gallons

McVeigh
D & Ontario
2030 Gallons

Christy
56th & Christian
3270 Gallons

N. Liberties
321 Fairmount
1850 Gallons

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39th & Olive

Kingsessing
50th & Chester
1435 Gallons

2.9.4.1.2 **Fairmount Park Delivery locations**

Logan Circle – 19th & Benjamin Franklin Parkway
275 Gallons per Week

Eakins Oval – 24th & Benjamin Franklin Parkway
200 Gallons per Week

Art Museum Fountain – 24th & Benjamin Franklin
Parkway – 200 Gallons per Week

Horticulture Center – 100 Horticulture
Drive/Montgomery Drive & Belmont Avenue
300 Gallons per Week

Building Maintenance Shop
Montgomery Drive and West River Drive
100 gallons per Week

Basis of Award:

Based on Lowest Price per Gallon (Para. 5.7)

2.9.4.2 Sodium Hypochlorite in accordance with Procurement Department
Specification 5-C-91:07, Item 3.17. Delivery in 55 gallon drums.

30730 031 433 00

2.9.4.2.1 One (1) to (2) drums
(para. 5.8)

30730 031 434 00

2.9.4.2.2 Three (3) to nine (9) drums
(para. 5.9)

30730 031 452

2.9.4.2.3 Drum Deposit
(para. 5.10)

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2.9.4.2.4 **Delivery Locations**

Baxter Water Treatment Plant
9001 State Road
Phila. PA 19136

Belmont Water Treatment Plant
4300 Ford Road
Philadelphia, PA 19131

Basis of Award: Based on the combined lowest price per ton of Sodium Hypochlorite and the price per ton for delivery

30730 031 036

- 2.9.5.1 Delivery of training for Sodium Hypochlorite. In addition to the complimentary training sessions generally provided by the sodium hypochlorite supplier to promote safe handling of their product, the vendor shall provide, if required, one (1) full day of on-site technical training at Water Department installations receiving sodium hydroxide.

The training sessions shall include but not be limited to the characteristics of sodium hypochlorite, safe operation and maintenance practices, emergency response and technical guidance to assure that the workforce is adequately acquainted with all aspects of handling and using the product. The vendor shall conduct hands-on demonstrations.

The instructor shall have sufficient experience and qualifications which will enable him/her to present a training session which is meaningful and complete. The instructor is to include hand-outs, pre-tests, post-tests, films, slides or any other material in the training program which will enable the workforce to grasp and retain the subject matter.

The vendor shall coordinate the scheduling of training with the respective water/wastewater treatment plant managers.

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The bidder shall quote a daily rate for the Technical Instructor. All costs including transportation, meals, housing, training supplies, handouts and other expendable materials shall be included in the daily rate. The vendor shall be paid only for those training sessions actually provided. It is estimated that there will be one (1) training day for each location supplied by the vendor during the one year life of the contract.

Basis of Award:

Awarded to vendor for Sodium Hypochlorite (para. 5.11)

2.9.6 **30730 031 453**

CALCIUM HYPOCHLORITE TABLETS

White, 3 – inch. 55 LB/ Pail. Accu-Tab for ref.
Fairmount Park uses an estimated 20 Pails per season.

Basis of Award: The lowest unit price submitted (para 5.14).

2.9.7 **SODIUM HYDROXIDE LIQUID**

30730 001 048 02

2.9.7.1 **SODIUM HYDROXIDE LIQUID**

In accordance with Procurement Department Specification 5C-91:07, Item 3.16. (para. 5.15)
Estimated Quantity: 2335 Tons

Basis of Award:

Bulk shipments shall be made as 25 weight percent solution in tank trucks in 4000 gallon deliveries to Baxter WTP, Queen Lane WTP and Belmont WTP.

Vendor shall supply analysis data with each delivery including sp. gravity and % of NaOH.

Basis of Award: Based on the combined lowest price per ton of Sodium Hydroxide and the price per ton for delivery (para 5.13)

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2.9.7.2 **SODIUM HYDROXIDE LIQUID**

Delivery in 55 gallon drums

2.9.7.2.1 **30730 001 048 03**

One (1) to two (2) drums (para. 5.14)

2.9.7.2.2 **30730 001 048 04**

Three (3) to nine (9) drums (para. 5.15)

2.9.7.2.3 **30730 001 009 03**

Drum Deposit (para. 5.16)

Basis of Award: Based on lowest price per drum.

DELIVERY LOCATIONS

Belmont Water Treatment Plant
4300 Ford Rd. (19131)

Baxter Water Treatment Plant
9001 State Road (19136)

Queen Lane Water Treatment Plant
3545 Fox Street (19129)

DELIVERY:

As needed and required by Chief Operator. Deliveries shall arrive at the plant between 8:00 AM and 4:00 PM. Delivery shall be accompanied by a weight certificate from a certified weigher showing the net weight of the delivery and an affidavit of compliance with standards.

At delivery, when requested, the driver will be required to provide a sample from the truckload being delivered to confirm results with Water Department Laboratories.

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2.9.8

30730 033 000

DELIVERY OF TRAINING FOR SODIUM HYDROXIDE

In addition to the complimentary training sessions generally provided by the sodium hydroxide supplier to promote safe handling of their product, the vendor shall provide, if required, one (1) full day of on-site technical training at Water Department installations receiving sodium hydroxide.

The training sessions shall include but not be limited to the characteristics of sodium hydroxide, safe operation and maintenance practices, emergency response and technical guidance to assure that the workforce is adequately acquainted with all aspects of handling and using the product. The vendor shall conduct hands-on demonstrations.

The instructor shall have sufficient experience and qualifications which will enable him/her to present a training session which is meaningful and complete. The instructor is to include hand-outs, pre-tests, post-tests, films, slides or any other material in the training program which will enable the workforce to grasp and retain the subject matter.

The vendor shall coordinate the scheduling of training with the respective water/wastewater treatment plant managers.

The bidder shall quote a daily rate for the Technical Instructor. All costs including transportation, meals, housing, training supplies, handouts and other expendable materials shall be included in the daily rate. The vendor shall be paid only for those training sessions actually provided. It is estimated that there will be one (1) training day for each location supplied by the vendor during the one year life of the contract.

Basis of Award: Awarded to vendor for Sodium Hydroxide. (para. 5.17)

2.9.9

Payment shall be made upon receipt of invoice(s) by the City and purchase order(s) by the vendor(s).

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2.10 HAZARDOUS MATERIAL

Bidders are reminded that where applicable they are required to submit with their bid, a copy of the Materials Safety Data Sheet pertinent to the product(s) offered. The successful bidders are required to provide, with delivery, Material Safety Data Sheets to the receiver. All hazardous materials containers must have warning notices affixed as described by law.

- 2.10.1 Vendor must submit a Material Safety Data Sheet (MSDS) prior to or accompanying the first delivery made under this contract.
- 2.10.2 Vendor must also submit a new MSDS prior to or accompanying the first shipment subsequent to any revision to the MSDS made during the duration of this contract.
- 2.10.3 The Material Safety Data Sheet or any other product information submitted by bidder in connection with this bid is for purposes of product description, information, and specification only. Bidder agrees that any additional terms or conditions contained therein, including, but not limited to, disclaimers or limitations 2 or liability, do not become part of the bid.

2.11 BID PRICE DETERMINATION

Total Bid price per unit measure requested shall be determined using a formula which defines two separate costs per unit for each commodity. The **product cost (PC)** shall include all costs per unit weight or volume to obtain, produce or manufacturer the specific water treatment chemical. The **transportation cost (TC)** shall include all costs associated per unit weight or volume to deliver the water treatment chemical to any location specified in the current bid or to any location within the City of Philadelphia as designated by the requesting agency.

The bid award will be based on the lowest combined cost for the **Water Treatment Chemical (WTCC)**. All bidders must specify the Product Cost, the Transportation Cost and the Water Treatment Chemical Cost when preparing a bid response. The following formula should be used to determine the WTCC.

$$\mathbf{WTCC=PC+TC}$$

The basis of the award will be made on the lowest WTCC.

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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 Bids will be awarded on an item per item basis or as a whole, whatever is in the best interests of the City.
- 3.2.2 The prices used for the calculation of the Basis of Award must be the same prices as quoted in Section 5 – "Pricing." In the event of a conflict between the prices quoted in Section 5, "Pricing", of the bid and those used in the Basis of Award, the prices quoted in the Pricing Section will prevail and will be used for calculations.

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3.2.3 See Section 2, under each individual item, for explanation of bid pricing for Section 5.

3.2.4 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.

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

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

Performance security shall be required for any subsequent renewal periods.

3.2.6 **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.

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

3.2.7

INSURANCE:

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

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

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

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 change locations; 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.**

4.1.5 **MATERIALS TESTING:**

The City of Philadelphia, may, during the life of this contract, supply a delivered product from this contract to the Materials Testing Laboratory. These products shall be tested to ensure conformance with bid specifications. If product fails, or is different from product supplied at award stage, rejection procedures will be implemented.

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).

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- 4.2.3 Contractors may deliver products, services or equipment (as applicable) up to the dollar limit of the purchase order and for the period shown on the purchase order. Contractors are requested to carefully monitor obligations against purchase orders and inform the departments of anticipated funding shortfalls.
- 4.2.4 **DELIVERY:**
Unless otherwise specified in Section 2, noted by bidder in Section 5, and/or approved by the Using Agency, delivery of product and/or service will be made within 30 days from date requested by Using Agency. **VENDOR NOTE:** In Section 5, specify delivery if other than 30 days.
- 4.2.4.1 **Liquidated Damages:**
Liquidated Damages in the amount of 5% of the unit price may be applied to each item which exceeds the delivery schedule/requirement.
- 4.2.5 In the event that the contractor receives an order for products, services or equipment not specifically priced and incorporated into the contract, they must:
- (i) bring this to the immediate attention of the Procurement Dept., and
 - (ii) notify the ordering agency in writing and refuse to deliver.
- 4.2.6 Should products, services, 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.

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4.2.9 REPORTS

4.2.9.1 **RECYCLED USAGE REPORTS**

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

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

a. **Departmental Report**

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

b. **Item Report**

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

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

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

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

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Product bid contains recycled content? YES NO

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

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

Is your product shipped in returnable Containers? YES NO

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

4.2.11 **Invoices/Receipts:**

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

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

4.2.11.3 Invoices should be sent in triplicate to each ordering department

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

4.2.11.3.2 See also item 4.1.2 above.

4.2.12 **PRICE INCREASE/DECREASE**

In the case where the City decides to renew the contract, the combined

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bid price (WTCC) received in the first year of the contract shall be adjusted based on the use of a published index. The Product Price Index (PPI) (Bureau of Labor Statistics shall be used to adjust the chemical product price. The diesel fuel cost change published by the Energy Information Administration (EIA) shall be used to adjust the transportation unit costs. The Bureau of Labor Statistics website can be found at www.bls.gov and the EIA website can be found at www.tonto.eia.doe.gov.

The price adjustment shall be based on the calculated original bid price for the first contract period and thereafter on the current adjusted price for each contract year.

PPI Indexes listing for individual chemicals:

Chemical	PPI Commodity Code	Listing Name
Sodium Hypochlorite	WPU06130302	Chlorine, Sodium Hydroxide & other Alkalies
Sodium Hydroxide	WPU06130302	Chlorine, Sodium Hydroxide & other Alkalies

EIA Index Adjustment will be based upon the percent (%) change of the cost per gallon of diesel fuel for the EAST COAST of the United States as specified on the EIA website.

The PPI and EIA adjustments shall be based upon the percentage change (%) for the previous calendar year.

The PPI percent (%) change adjustment for FY 2009 (July 1, 2007 – June 30, 2008) shall be based upon the percent (5) change for the twelve month calendar year beginning January 1, 2006 and concluding December 31, 2006. These values will appear as the annual PPI adjustment for the year 200t and shall be referred to as **%PPI**.

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The EIA percent adjustment shall be determined as follows:

All prices shall be based on average price for diesel fuel on the East Coast.

5 EIA = (Price per gallon 1/1/07 – Price per gallon 1/1/06/ (Price per gallon 1/1/06) x 100

Price Adjustment Procedure: Vendors awarded the contract are required to submit the new or adjusted unit price on March 15th of the current contract year, or the next business day in the event city offices are closed on March 15th. The new or adjusted unit price shall be calculated using the annual calendar year percent change of the PPI index and the calculated annual percent change of the EIA index for diesel fuel. Based on the submitted price adjustment, the Procurement Department will authorize the contract renewal or announce a new bid.

Below is an example of the price adjustment estimates for each contract year:

1. FY'2008 (July 1, 2007 – June 30, 2008)
Awarded Bid Price = **WTCC** (\$\$/Ton)
WTCC = PC = TC
2. FY'2009 (July 1, 2008 – June 30, 2009)
Adjusted price = **WTCC1** (\$\$/Ton) =
PC + (PC * % PPI/100) + **(TC + (TC * % EIA/100))**
3. FY'2010(July 1, 2009 – June 30, 2010)
Adjusted price = **WTCC2** (\$\$/Ton) =
PC1 + (PC1 * % PPI/100) + (TC1 + (TC * % EIA 1/100))

FY'2009 adjustments shall be based upon the calendar year 2007 for **PPI** and **EIA** adjustments. FY'2010 adjustments shall be based upon the calendar year 2008 for **PPI1** and **EIA1** adjustments. See also item 4.1.2 above.

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4.3 MATERIAL SAFETY DATA SHEETS:

- 4.3.1 Bidders are reminded that they are not required to submit copies of the Materials Safety Data Sheet with their bid. The successful bidders are required to provide, with delivery, Material Safety Data Sheets to the receiver. All hazardous material containers must have warning notices affixed as described by law.
- 4.3.2 Vendor must submit a Material Safety Data Sheet (MSDS) prior to or accompanying the first delivery made under this contract.
- 4.3.3 Vendor must also submit a new MSDS prior to or accompanying the first shipment subsequent to any revision to the MSDS made during the duration of this contract.

4.4 CERTIFICATION:

At the time of delivery, the contractor certifies the item(s) as to physical and chemical properties, and that items delivered are in accordance with the specifications and agency requirements cited in the item description. In the event items are not as certified, the vendor shall provide, at his expense, removal of the non-certified chemical from the storage tanks at the Water Treatment Facilities and replacement chemicals for any item found to be in conflict with the contract specification.

4.5 TERMINATION:

The City reserves the right to terminate any resulting contract at any time.

4.6 TRAINING AND TECHNICAL SERVICES

- 4.6.1 As requested and unless otherwise specified, the chemical supplier shall provide at no additional cost to the City, a one-half day formal on-site classroom training session to City employees for each supplied chemical at each delivery location specified. The training classes shall be given during the contract period.

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4.6.2 The training session shall include but not be limited to the characteristics of the supplied chemical, safe operating and maintenance practices, emergency response, routine operational observations or maintenance tasks, and technical guidance to assure that the workforce is adequately acquainted with all aspects of handling and using supplied chemical.

4.6.3 The instructor shall have sufficient experience and qualifications which will enable him/her to present a training session which is meaningful and complete. The instructor is to include hand-outs, pre- tests, post-tests, films, slides or any other material in the training program which will enable the workforce to retain the subject matter.

4.6.4 The vendor shall coordinate the scheduling of training with the respective unit managers.

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

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SECTION 5: PRICING

Prices quoted must not contain more than three (3) decimal places.

All prices must remain firm for the initial period of the contract.

NOTE: Unit of issues used in this bid:

TN - (Ton)	Pa - (Pail)
DR - (Drum)	GA - (Gallon)
CH - (Container)	LB - (Pound)
EA - (Each)	TE - (Tote)
MO- (Month)	HR - (Hour)

For delivery instructions, please refer to individual commodity codes listed in Section 2.

	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Prices</u> PC + TC	<u>WTCC</u>	<u>Total Price</u> <u>Amount</u>
30730 031 425 00					
5.1 Chlorine, liquid, 2000 lb. containers... Para. 2.9.1	10	TN	\$_____ + \$_____	\$_____	\$_____
30730 031 428 00					
5.2 Sodium Hypochlorite 12% Available Chlorine by weight (Min. 15% Trade) Daytime Delivery Para. 2.9.2.1.2	20	TN	\$_____ + \$_____	\$_____	\$_____
30730 031 430 00 00					
5.3 Sodium Hypochlorite 12% Available Chlorine by weight Night Time (Optional Delivery) Para. 2.9.2.2.2	20	TN	\$_____ + \$_____	\$_____	\$_____

State discount from unit price quoted in Item 5.2: _____%

Discount will remain firm for the entire period of the contract to include any subsequent renewal and/or extension period(s).

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	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Prices</u> PC + TC	<u>WTCC</u>	<u>Total Price</u> <u>Amount</u>
30730 031 429 00					
5.4	Sodium Hypochlorite 2175 14.4% available Chlorine by weight Daytime Delivery (Para. 2.9.2.1.3)	TN	\$_____ + \$_____	\$_____	\$_____
30730 031 431 00					
5.5	Sodium Hypochlorite 2123 14.4% Available Chlorine by weight Para. 2.9.2.2.3 Night Time (Optional Delivery)	TN	\$_____ + \$_____	\$_____	\$_____
State discount from unit price quoted in Item 5.4: _____%					
Discount will remain firm for the entire period of the contract to include any subsequent renewal and/or extension period(s).					
30730 031 447 01					
5.6	Demurrage, Sodium Para. 2.9.3	24	HR	\$_____	\$_____
30730 031 462 01					
5.7	Sodium Hypochlorite, or delivery.... Para. 2.9.4	61,150	GA	\$_____ + \$_____	\$_____
30730 031 433 00					
5.8	Sodium Hypochlorite... One (1) to Two (2) Drums Para. 2.9.4.2.1	20	DR	\$_____ + \$_____	\$_____

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	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Prices</u> PC + TC	<u>WTCC</u>	<u>Total Price</u> <u>Amount</u>	
30730 031 434 00						
5.9	Sodium Hypochlorite... Three (3) to Nine (9) Drums Para. 2.9.4.2.2	20	DR	\$_____ + \$_____	\$_____	\$_____
30730 031 452						
5.10	Drum Deposit Para. 2.9.4.2.3	1	DR	\$_____		\$_____
30730 031 036 00						
5.11	Training for Sodium Hypochlorite Para. 2.9.5	24	HR	\$_____		\$_____
30730 031 453						
5.12	Calcium Hypochlorite Tablets 55 LB/ Pail. Accu-Tab for ref. (Para. 2.9.6)	20	PA	\$_____		\$_____
30730 001 048 02						
5.13	Sodium Hydroxide Liquid (bulk). Para 2.9.7.1	2335	TN	\$_____ + \$_____	\$_____	\$_____
30730 001 048 03						
5.14	Sodium Hydroxide. Two (2) Drums Para. 2.9.7.2.1	One (1) to 24	DR	\$_____ + \$_____	\$_____	\$_____
30730 001 048 04						
5.15	Sodium Hydroxide... Three (3) to Nine (9) Drums. Para. 2.9.7.2.2	24	DR	\$_____ + \$_____	\$_____	\$_____

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	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Prices</u> PC + TC	WTCC	<u>Total Price</u> Amount
30730 001 009 03					
5.16	Sodium Hydroxide Drum Deposit Para. 2.9.7.2.3	1	DR	\$_____ + \$_____	\$_____ \$_____
30730 033 000					
5.17	Training for Sodium Hydroxide Para. 2.9.5	24	HR		\$_____ \$_____

Extended Total Bid Amount \$ _____
WTCC or Unit Price X Quantity
for all Items Bid).

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

TYPE OF TRANSPORT: _____

SPECIFICATION



WATER TREATMENT CHEMICALS

1. CLASSIFICATION

This specification covers a series of chemicals to be used by the Water Department of the City of Philadelphia for the treating of the municipal water supply as follows:

1. Activated Carbon – Powdered
2. Aluminum Sulfate – Liquid
3. Ammonium Hydroxide – Liquid
4. Calcium Hypochlorite (Technical)
5. Calcium Oxide
6. Chlorine, Liquid
7. Dechlorination Agent
8. Ferric Chloride – Liquid
9. Ferric Sulfate - Liquid
9. Fluorosilicic Acid
10. Hydrated Lime
11. Phosphoric Acid – Liquid
12. Polymer, Liquid Anionic

SPECIFICATION

13. Polymer, Liquid Cationic
14. Sodium Permanganate
15. Potassium Permanganate
16. Sodium Hydroxide – Liquid
17. Sodium Hypochlorite
18. Sodium Phosphate - Blended
19. Sulfuric Acid
20. Zinc Phosphate

2. APPLICABLE SPECIFICATIONS:

The following specifications or publications of the latest issue in effect on the date of the Invitation to Bid shall form a part of this specification, when and as indicated in Section 3.

- Applicable Standards of the American Water Works Association
- Applicable Federal Specifications
- Water Chemicals Codex
- Copies of Methods of Analysis for the following materials will be furnished on request:

Activated Carbon - Powdered

3. REQUIREMENTS:

3.1 ACTIVATED CARBON - POWDERED

The material furnished shall be an activated carbon, in powdered form. The trade name and brand identification of material offered shall be stated in the bid.

SPECIFICATION

The better activated carbons for water treatment are produced by activation of lignite or charred wood pulp, sometimes called "Woodchar". Carbon is also manufactured from "Barkchar", the principal raw material for which is slabwood, which contains abnormal proportions of bark. The bark has a high content of acid insoluble ash (sand). The density of bark carbon is far greater, and the pore sizes are much smaller.

Taste and odor producing materials in water are varied, and characteristics of the molecules vary greatly. Large, or long-chain molecules cannot be absorbed in small pores. However, the smaller pore carbon may show good results with smaller molecules. The numerous materials in natural waters may vary in their molecular sizes, over many orders of magnitude. Therefore, the carbon pores must be able to accommodate a wide range of sizes.

Iodine molecules are relatively small, and phenols have moderately sized molecules. On the other hand, the amines that generally cause musty taste and odors, have long-chain molecules, which are typical of our major problem, musty odors.

The iodine value can be considered as a measure of the total pore area, the phenol value as measure of the effectiveness for removal of moderate-chain molecules, and the "Geosmin Test" for long-chain or large sized molecules such as the amines. Performance will be evaluated by these three tests.

The "Geosmin Test" will be performed by the Philadelphia Water Department's Bureau of Laboratory Services Organic Laboratory. Samples of powdered activated carbons must be submitted to the Water Department before time of bid in order to be tested by the Department and determined acceptable. Test procedures are available upon request for specified parameters.

Material must conform to AWWA Standard B600- 05, Water Chemicals Codex, and Philadelphia Water Department Geosmin Test criteria in order to be awarded.

The quality of activated carbon in each carload will be determined from the analysis of a sample collected at the time of delivery at the designated plant.

Analysis will be performed by the Water Department's Bureau of Laboratory Services in accordance with the properties listed below.

Properties:

SPECIFICATION

Material shall conform to the following specifications when tested by Philadelphia Water Department's methods:

SPECIFICATIONS

- | | | |
|----|---|---|
| 1. | Impurities | Shall comply with Water Chemicals
Codex (max. dosage 50 mg/l.) |
| 2. | Apparent Density (g/ml) | 0.75 maximum
0.20 minimum |
| 3. | Phenol Value (g/l) | 3.5 maximum |
| 4. | Iodine Number | 550 minimum |
| 5. | Moisture, % (when shipped) | 8 maximum |
| 6. | Fineness: | % through #100 sieve 99 minimum
% through #200 sieve 95 minimum
% through #325 sieve 90 minimum |
| 7. | Material must readily wet down to produce a suspension, and when applied in treatment it: | |
| | | a) must not float |

SPECIFICATION

b) must not settle rapidly

8. Philadelphia Geosmin Removal Test:

In a specially prepared synthetic "challenge" water adjusted to simulate the competitive absorptions of Philadelphia's two surface water sources, the carbon must be able to lower the Geosmin level from 25 ppt to below 5 ppt with a dosage not more than 12 ppm (100 lbs./MG).

NOTE: Testing methods for items 2 through 6 are as specified in AWWA Standard for Powdered Activated Carbon (B600-05).

Testing methods for Philadelphia Geosmin Removal Test are available upon request.

Vendor must submit a manufacturer's Material Safety Data Sheet (MSDS) before or accompanying the first delivery made under this contract. Vendor must submit a new MSDS prior to or accompanying the first shipment subsequent to any revision to the manufacturer's MSDS or change in manufacturers made during the duration of this contract.

3.2 ALUMINUM SULFATE - LIQUID

The material supplied, known commercially, as "Liquid Alum" shall contain not less than 8.0% of water soluble alumina (Al_2O_3). It shall contain not less than 0.025% by weight of Al_2O_3 in excess of the amount required to combine with the sulfur trioxide (SO_3) present. It shall contain no substances deleterious or injurious to water treatment. Iron (Fe_2O_3) content shall not exceed 0.35%.

The material shall comply with the American Water Works Association Standard for Aluminum Sulfate.B403-03

Quality and test procedures shall conform to the American Water Works Association Standard for Aluminum Sulfate B403-03.

SPECIFICATION

Aluminum Sulfate is a direct additive used in the treatment of potable water. This material shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 60, Drinking Water Treatment Chemicals – Health Effects.

Each bulk delivery shall be accompanied by a certification of the manufacturing company as to the brand and analysis of the material, also a weight certificate signed by a certified weigher.

Vendor must submit a manufacturer's Materials Safety Data Sheet (MSDS) prior to or accompanying the first delivery to each of the delivery points. Vendor must submit a new MSDS subsequent to any revision or change during the duration of this contract.

3.3 AMMONIUM HYDROXIDE - AQUA AMMONIA:

The material furnished shall be technical grade liquid Ammonia, Type II of Federal Specification O-A-451f of December 10, 1975. This is a colorless transparent commercial liquid also known as Aqua Ammonia, weighing approximately 7.75 pounds per gallon, and containing nineteen percent (19%) of Ammonia (NH₃). The bid price shall be on tons of Ammonia (NH₃). It shall contain no extraneous materials deleterious or injurious to consumers of water treated with it in appropriate dosages. It shall contain no sediment that could clog or interfere with proper operation of feed pumps or other equipment used by the Water Department.

Ammonium Hydroxide is a direct additive used in the treatment of potable water. This material shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 60, Drinking Water Treatment Chemicals – Health Effects.

Vendor must supply a manufacturer's Materials Safety Data Sheet (MSDS) prior to or accompanying the first delivery to each delivery point. Vendor must submit a new MSDS subsequent to any revision or change during the duration of the contract.

3.4 CALCIUM HYPOCHLORITE (TECHNICAL):

Not less than 65% available chlorine as calcium hypochlorite. White granular

SPECIFICATION

powder only, in 100 lb. non-returnable drums. Material must comply with AWWA Standard B300-04 and Water Chemicals Codex (max. dosage 15 mg/l). Inert materials: 35% max., including sodium chlorite, calcium chlorite, and traces of oxides of heavy metals. Moisture content: 8% min. Materials shall not readily ignite and shall not propagate flame under test conditions.

Vendor must supply a Materials Safety Data Sheet before or accompanying the first delivery to each of the delivery points. Vendor must submit a new MSDS subsequent to any revision during the duration of the contract.

3.5 CALCIUM OXIDE: HIGH CALCIUM QUICKLIME

The calcium oxide material shall be a high calcium, continuous flow kiln Oxide of Lime, containing ninety percent (90%) of Calcium Oxide (CaO). It shall contain no mineral or organic substances in quantities capable of producing deleterious or injurious affects upon the health of those consuming the water, which has been treated with it.

The quicklime shall have a reactive quality classified as high-reactive lime when tested in accordance with Section 5 of AWWA Standard B202-02: the quicklime shall produce 40 oF rise in temperature in 3 min and shall reach the maximum temperature in 10 minutes.

The quicklime shall slake satisfactorily, readily disintegrating into a suspension of finely divided material without the production of objectionable amounts of undissolved or unslaked material in the slaker.

Quick lime supplied under this standard shall be freshly burned and shall be substantially free from carbonate solids and siliceous residue. It shall be substantially free of core, ash and dirt, or extraneous materials.

Material must comply with AWWA Standard B202-02.

Quicklime is a direct additive used in the treatment of potable water. This material shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 60, Drinking Water Treatment Chemicals – Health Effects.

Material shall not contain iron or aluminum, which is soluble in Hydrochloric Acid, in excess of the following amounts:

SPECIFICATION

Iron in terms of Fe ₂ O ₃	-	0.25%
Aluminum in terms of Al ₂ O ₃ -		0.70%

Available calcium oxide shall be determined by test method shown in Section 5 of AWWA Standard B202-02

Material shall be 3/8" x 1/8" in size and none shall be retained on a 5/8" screen.

Bids shall state quoted prices on materials crushed, screened, and delivered.

Vendor must supply a manufacturer's Materials Safety Data Sheet (MSDS) prior to or accompanying the first delivery to each delivery point specified in the bid. Vendor must supply a new MSDS subsequent to any revision made during the duration of this contract.

3.6 CHLORINE - LIQUID:

The liquid chlorine material supplied shall contain no soluble mineral or organic substances in quantities that would be deleterious or injurious to anyone consuming any water treated with acceptable quantities of the chlorine. This includes, but is not limited to, chloroform, carbon tetrachloride, hexachlorobenzene, hexachloroethane, nitrogen trichloride, silicon tetrachloride, and ferric chloride.

The liquid shall be substantially free of impurities causing residues that clog lines or interfere with feeding of the chlorine.

The material shall comply with AWWA Standard B301-99. Quality and test procedures shall be in accordance with AWWA Standard for Liquid Chlorine, B301-99.

Liquid Chlorine is a direct additive used in the treatment of potable water. This material shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 60, Drinking Water Treatment Chemicals – Health Effects.

Vendor must submit a manufacturer's Materials Safety Data Sheet (MSDS) prior to our accompanying the first delivery to each delivery point specified in the bid.

SPECIFICATION

Vendor must submit a new MSDS subsequent to any revision or change during the contract.

3.7 DECHLORINATION AGENT

The material supplied shall be a dechlorinating agent suitable for use in water treatment. This material shall be a Vitamin C based agent that fully neutralizes both chlorine and chloramines. It shall contain no mineral or organic substances deleterious or injurious to the water quality and aquatic life of receiving streams. This material shall be certified as suitable for use as a dechlorinating agent.

The material supplied shall come in both granular and tablet form. This product may contain a buffering agent to stabilize pH.

Material is to be either Vita – D- Chlor, Vita –D- Chlor Neutral or approved equal. Bidder shall certify that the material supplied is of similar percent activities, solids, viscosity, and molecular weight as Vita – D- Chlor, Vita –D- Chlor Neutral.

Vendor must submit a manufacturer's Materials Safety Data Sheet (MSDS) prior to or accompanying the first delivery to each delivery point specified in the bid. Vendor must submit a new MSDS subsequent to any revision or change during the contract.

3.8 FERRIC CHLORIDE - LIQUID:

Ferric Chloride (Liquid) suitable for use in water treatment: It shall contain no mineral or organic substances deleterious or injurious to the health of consumers of the water treated.

The material shall comply with AWWA Standard B407-05.

Liquid Ferric Chloride is a direct additive used in the treatment of potable water. This material shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 60, Drinking Water Treatment Chemicals – Health Effects.

Before starting deliveries the vendor shall state the percentage concentration that will be delivered and shall deliver a consistent concentration, plus or minus one percent (1.0%) FeCl_3 , unless change is agreed upon between vendor and the Water Department of the City. Frequent changes will not be accepted. Content shall be in accordance with the following:

SPECIFICATION

- A. Liquid ferric chloride shall contain not less than 28% FeCl_3 by weight.
- B. The free acid, expressed as HCl, shall not exceed 0.5 %.
- C. No more than 2% of the total iron shall be in the ferrous state
- D. The solution shall not contain more than 0.5% total insoluble matter by weight.
- E. Combined weight of heavy metals shall not exceed 0.2%.
- F. Hexachlorobenzene concentration shall not exceed 0.5 mg/L

Payment shall be made at the price bid on the basis of tonnage of trivalent iron (Fe) contained in the liquid delivered. Delivery shall be accompanied by certificate of analysis that shall include percent ferric chloride (FeCl_3) and the percent free acid. Shipment shall also be accompanied by certified weight slip showing net weight delivered.

Vendor shall supply a manufacturer's Materials Safety Data Sheet (MSDS) prior to or accompanying the first delivery to each delivery point. The vendor must submit a new MSDS subsequent to any revision or change during the duration of the contract.

3.9 FERRIC SULFATE - LIQUID:

The material supplied shall be a liquid ferric sulfate solution suitable for use in the treatment of potable water. It shall contain no substances, either organic or inorganic that can be deleterious or injurious to consumers of the water treated with acceptable quantities.

The material shall conform to AWWA Standard B406-97.

Ferric Sulfate is a direct additive used in the treatment of potable water. This material shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 60, Drinking Water Treatment Chemicals – Health Effects.

SPECIFICATION

Content of the liquid shall be in accordance with the following:

1. Total soluble iron content must be equal to or greater than 12.0 % in solution.
2. Total suspended solids shall not exceed 0.9%. The material shall contain not more than 3.0% of free sulfuric acid
4. The material shall contain no organic sulfides or other objectionable odor-producing matter that could affect the quality of the water.
5. The material shall contain no additives or detergents.

Ferric Sulfate supplied shall not contain any substances in quantities that will result in treated sludges that will be designated as hazardous wastes by local, state, or federal authorities.

Price will be based on tons of trivalent iron (Fe).

Before starting deliveries, the vendor must state the percentage concentration of iron in the deliveries for the length of the contract, and shall deliver a consistent concentration, plus or minus 0.5% iron unless agreed upon between the vendor and the Philadelphia Water Department.

Analysis of the material in each shipment shall accompany each delivery and shall include the concentration of iron, the percent of free acid, and the specific gravity.

Methods of analysis used by the Philadelphia Water Department are those of AWWA Standard B406-97.

Vendor must submit a manufacturer's Materials Safety Data Sheet (MSDS) prior to or accompanying the first delivery to each delivery point. Vendor must submit a new MSDS subsequent to any revision or change during the duration of the contract.

3.10 FLUOROSILICIC ACID:

The fluorosilicic acid material furnished under this specification shall be a liquid containing not less than twenty (20) or more than thirty (30) percent of H_2SiF_6 .

Before starting deliveries the vendor must state the percentage concentration in the deliveries for the length of the contract, and shall deliver a consistent

SPECIFICATION

concentration, plus or minus one percent (1.0%) H₂SiF₆ throughout the contract term unless change is agreed upon between the vendor and the Water Department of the City.

Material shall comply with AWWA Standard B703-00.

Fluorosilicic acid is a direct additive used in the treatment of potable water. This material shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 60, Drinking Water Treatment Chemicals – Health Effects.

The material shall contain no mineral, or organic substance, or substances in quantities capable of producing deleterious or injurious effects on the health of the persons consuming water treated with Fluorosilicic acid. The material shall be free of suspended matter and shall be from colorless to no more than straw yellow in color. Straw yellow shall be determined as a material with maximum 100 units in accordance with method 2120B, visual comparison method.

Hydrofluoric acid content in Fluorosilicic acid shall not exceed 1%.

Content of Fluorosilicic acid (H₂SiF₆) in material delivered shall be determined by method designated in Section 5 of the B703-00 "Standard for Fluorosilicic Acid" (H₂SiF₆) by the American Water Work Association.

Analysis of the material shall accompany delivery stating specific gravity and percent (%) acid.

Payment for material shall be at the bid price, on amount of H₂SiF₆ determined from the total weight of material delivered and analysis of the above methods. Total weight delivered may be determined from certified weighing, or from volume delivered and the determined specific gravity.

Vendor must supply a manufacturer's Materials Safety Data Sheet (MSDS) prior to or accompanying the first delivery to each delivery point specified in bid. The vendor must supply a new MSDS subsequent to any revision or change in manufacturer made during the duration of this contract.

3.11 HYDRATED LIME:

The hydrated lime material shall be high calcium, hydrated product of a continuous-flow kiln Oxide of Lime, containing sixty-eight percent (68%) of

SPECIFICATION

available Calcium Oxide (CaO). It shall contain no mineral or organic substances in quantities capable of producing deleterious or injurious effects upon the health of those consuming the water, which has been treated with it.

It shall be white, dry, finely powdered and free from lumps or any foreign materials, which may interfere with the operation of dry feed equipment.

Material shall comply with AWWA Standard B202-02.

Hydrated lime is a direct additive used in the treatment of potable water. This material shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 60, Drinking Water Treatment Chemicals – Health Effects.

The material shall not contain iron or aluminum, which is soluble in Hydrochloric Acid, in excess of the following amounts:

Iron in terms of Fe ₂ O ₃	-	0.25%
Aluminum in terms of Al ₂ O ₃	-	0.70%

Available Calcium Oxide shall be determined by test method shown in Section 5 of AWWA Standard B202-02.

Vendor must submit a manufacturer's Materials Safety Data Sheet (MSDS) prior to or accompanying the first delivery to each delivery point specified in the bid. Vendor must supply a new MSDS subsequent to any revision made during the duration of this contract.

3.12 PHOSPHORIC ACID – LIQUID, Technical Grade

Material shall be clear colorless liquid phosphoric acid with no foreign odor complying with Federal Specification 0-0-670C. Material shall be 75% H₃PO₄. Vendor is required to deliver a consistent strength product throughout the contract.

Material shall not exceed 140 degrees F at time of delivery.

Analysis of material shall accompany delivery stating specific gravity, percent ortho-phosphate, chloride (ppm), Iron (ppm) and mg/kg of arsenic, lead and heavy metals (as Pb).

SPECIFICATION

Vendor must supply a new Materials Safety Data Sheet (MSDS) prior to or accompanying the first delivery to each delivery point. The vendor must supply a new MSDS subsequent to any revision or change in manufacturer made during the duration of this contract.

3.13 POLYMER, LIQUID NONIONIC:

Material shall be a high molecular weight, nonionic charge, water-soluble polymer complying with American Water Works Association (AWWA) Standard B451-98 or latest revision. Material shall be effective as a filter aid and flocculent aid in various liquid / solid separation applications. Material is to be either **Calgon POL EZ 652** or approved equal. Bidder shall certify that the liquid polymer is of similar percent activities, solids, viscosity, and molecular weight as Calgon's POL EZ 652.

Liquid nonionic polymer is a direct additive used in the treatment of potable water. This material shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 60,

Drinking Water Treatment Chemicals – Health Effects.

Product is to have a minimum shelf life of one (1) year. It shall not gel, crystallize, or lose effectiveness during storage.

3.14 POLYMER, LIQUID CATIONIC:

Material shall be a poly (Diallyl dimethylammonium chloride) polymer complying with American Water Works Association (AWWA) Standard B451-98 or latest revision. Material shall be twenty percent (20%) plus or minus one percent (1%) poly (Diallyl dimethylammonium Chloride) as determined by AWWA Standard

B451-98, Section 5. Cationic polymer shall be low monomer.

Material is to be either Calgon Cat-Floc-TL or approved equal. Bidder shall certify that the liquid polymer is of similar percent activities, solids, viscosity, and molecular weight as Calgon's Cat-Floc-TL.

Liquid cationic polymer is a direct additive used in the treatment of potable water. This material shall be certified as suitable for contact with or treatment of

SPECIFICATION

drinking water by an accredited certification organization in accordance with ANSI/N SF Standard 60,

Drinking Water Treatment Chemicals – Health Effects.

Product is to have a minimum shelf life of one (1) year. It shall not gel, crystallize, or lose effectiveness during storage.

3.15 SODIUM PERMANGANATE

The material shall be liquid grade sodium permanganate (NaMnO_4). It shall contain no impurities, organic or inorganic, that can be deleterious or injurious to the health of consumers of the water treated with it in acceptable quantities.

Sodium permanganate is a direct additive used in the treatment of wastewater. This material shall be certified as suitable for contact with or treatment of wastewater.

Material furnished shall not be less than 40% percent NaMnO_4 with specific gravity of 1.36 – 1.39 g/cm^3 with a pH between 6.0 – 9.0 and a freezing point no greater than 5 degrees fahrenheit. The product should be miscible with water in all proportions and be stable for no less than eighteen months.. This product shall be Carus Chemical PLP4 or approved equal.

Vendor shall submit a manufacturer's Materials Safety Data Sheet (MSDS) prior to or accompanying the first delivery to each delivery point. Vendor must submit a new MSDS subsequent to any revision or change during the duration of the contract.

3.15 POTASSIUM PERMANGANATE

The material shall be free-flowing grade potassium permanganate (KMnO_4), also called permanganate of potash. It shall contain no impurities, organic or inorganic, that can be deleterious or injurious to the health of consumers of the water treated with it in acceptable quantities.

Material supplied must conform to AWWA Standard B603-03.

Potassium permanganate is a direct additive used in the treatment of potable water. This material shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with

SPECIFICATION

ANSI/NSF Standard 60, Drinking Water Treatment Chemicals – Health Effects.

Material furnished shall not be less than 97 percent KMnO_4 by weight with specific gravity of 2.7 g/cm³. Bulk density should be 100lb/ft³.

Material supplied shall not form lumps in the package lumps that cannot be easily broken up by rubbing between the fingers with minimal pressure and shall have no other characteristics that will prevent its use in dry-type chemical feeders. The potassium permanganate may be treated with an additive to cause free-flowing without sacrifice in other properties. The particle size of the material shall be such as that no more than 7% by weight shall pass through a US #200 (75) sieve and no more than 20% by weight shall be retained on a US #40 (425) sieve.

Vendor shall submit a manufacturer's Materials Safety Data Sheet (MSDS) prior to or accompanying the first delivery to each delivery point. Vendor must submit a new MSDS subsequent to any revision or change during the duration of the contract.

TEST METHODS: Test methods used by the Philadelphia Water Department will be those of AWWA Standard B603-03.

3.15.1 Potassium Permanganate, Granular

The material shall be a granular form of potassium permanganate (KMnO_4), also called permanganate of potash. Material will be used for the purposes of odor control at the City's wastewater treatment plants

Material supplied shall be certified as to not to affect sludge quality when added at the maximum application rate, published by the manufacturer.

Material furnished shall not be less than 96.5 percent KMnO_4 by weight.

The potassium permanganate may be treated with an additive to cause free-flowing without sacrifice in other properties. The particle size of the material shall be such as that no less than 20% by weight shall pass through a US #850 sieve (formerly #20).

Granular potassium permanganate should have following characteristics:

Bulk Density – 70 lb/ft³

SPECIFICATION

Solubility – 54 lb/100gal at 20oC

Settling Rate – 1 foot/second

Dissolution rate in water – 1 gram/hour

Vendor shall submit a manufacturer's Materials Safety Data Sheet (MSDS) prior to or accompanying the first delivery to each delivery point. Vendor must submit a new MSDS subsequent to any revision or change during the duration of the contract.

3.16 SODIUM HYDROXIDE - LIQUID:

The liquid sodium hydroxide furnished, known commercially as "Caustic Soda", shall be suitable for the use in treating potable water. Either Rayon or Diaphragm grade is acceptable. Liquid sodium hydroxide supplied shall contain 25 % NaOH. The concentration of sodium hydroxide must be consistent plus or minus 1% throughout this contract. The material shall contain no minerals or organics that can be deleterious or injurious to consumers of the water treated in acceptable dosages.

Material shall meet AWWA Standard B501-03

Sodium hydroxide is a direct additive used in the treatment of potable water. This material shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 60, Drinking Water Treatment Chemicals – Health Effects.

The product shall contain no contaminants which results in any corrosion or negative impact to chemical storage tanks or chemical feed equipment. Moreover the product shall contain no contaminants which result in a change to the products inherent "basic " characteristics, e.g. contamination by a chlorine product as an example. In the event of product contamination, the vendor shall be liable for all costs associated with damages and remediation. Vendor must supply a manufacturer's Materials Safety Data Sheet (MSDS) prior to or accompanying the first delivery to each delivery point. Vendor must supply a new MSDS subsequent to any change or revision during the duration of the contract.

3.17 SODIUM HYPOCHLORITE - LIQUID

SPECIFICATION

The material supplied shall be a solution containing a 12% minimum concentration of available chlorine by weight, unless otherwise specified in the bid requirements. Material shall meet AWWA Standard for Hypochlorites B300-04. Material shall be a clear liquid containing not more than the following:

- Less than 0.15% insoluble material by weight
- the total free alkali (as sodium hydroxide) in sodium hypochlorite shall not exceed ~~1.5%~~ 0.4 % excess caustic ~~by weight~~.
- Less than 1500 mg/L ClO_3
- Less than 0.5 mg/L iron
- Less than 0.05 mg/L nickel and copper

The Chlorine and caustic soda used for the manufacture of sodium hypochlorite shall meet the requirements of AWWA Standards for each.

Sodium hypochlorite is a direct additive used in the treatment of potable water. This material shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 60, Drinking Water Treatment Chemicals – Health Effects.

The material shall not contain organic or inorganic substance in quantities that would be deleterious or injurious to anyone consuming any water treated by acceptable quantities of the sodium hypochlorite.

The concentration of available chlorine must be consistent plus or minus 1% throughout this contract.

Vendor must supply a chemical analysis with each shipment, including available chlorine by weight, free alkalinity, chlorine weight per gallon, pH, and sodium hypochlorite by weight.

Vendor must submit a Materials Safety Data Sheet (MSDS) prior to or accompanying the first delivery to each delivery point. Vendor must submit a new MSDS subsequent to any revision or change during the duration of the contract.

3.18 Sodium Polyphosphate - Blended Sodium Polyphosphate Lime Dispersant

SPECIFICATION

Sodium Phosphate blend should contain 34% of total phosphate including both ortho and polyphosphate in a 30/70 ratio.

Material should be a clear liquid with a specific gravity of 1.36 +/- 0.03, pH of 5.0 +/- 0.3 and density of 11.4 pounds per gallon.

Material components shall conform to the American Water Works Association Standards quality and test procedures.

Blended sodium polyphosphate will be used as a direct additive in treatment of potable water. This material shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 60, Drinking Water Treatment Chemicals – Health Effects.

A certification of the manufacturing company as to the brand and analysis of the material shall accompany each delivery.

Vendor must submit a manufacturer's Materials Safety Data Sheet (MSDS) prior to or accompanying the first delivery to each of the delivery points. Vendor must submit a new MSDS subsequent to any revision or change during the duration of this contract.

3.19 SULFURIC ACID:

The sulfuric acid (oil of vitriol) to be supplied must be technical grade. Material must conform to Water Chemicals Codex (max. dosage 50 mg/l). The material must be suitable for use in treating potable water and contain nothing deleterious or injurious to the health of consumers of the water treated with it.

Specific gravity must be a minimum of 1.84 and the percent sulfuric acid a minimum of 93%.

Sulfuric Acid is a direct additive used in the treatment of potable water. This material shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 60, Drinking Water Treatment Chemicals – Health Effects.

SPECIFICATION**3.20 ZINC ORTHOPHOSPHATE - CORROSION INHIBITOR**

Material shall be liquid containing food grade chemicals which provide dissociated zinc and phosphate ions specifically produced for use in potable water to control corrosion of distribution lines and other contacted metal surfaces and shall be harmless to non-metallic materials. Vendor should be able to prove material is produced for use in potable water by supplying a list of water suppliers and contact persons who have used or are using product, or a listing of all raw materials and certification by the manufacturer that each is of food grade quality, if the Water Department requests such.

Additionally, the following shall be met:

- Material shall contain one part zinc to 12.5 parts ortho-phosphate (1:12.5) by weight
- Material must be certified against NSF Standard 60 for use in drinking water by approved laboratory.
- Material shall be harmless to non-metallic materials and shall not corrode in any way 304 stainless steel.
- Material shall contain no mineral or organic substances deleterious or injurious to consumers of water treated with material at appropriate dosages.
- Material shall not contain any insoluble material upon delivery, nor shall the product generate precipitated salts during storage.
- Material shall have the following physical and chemical properties:
 - Appearance: Clear, colorless
 - Odor: None
 - Specific Gravity: 1.3 to 1.6 at 70 degrees F.
 - pH: 0.8 min.

SPECIFICATION

- Freeze-Thaw Recovery: complete at 60 degrees F.
- Zinc content: Should not exceed 4% by weight

Vendor must supply a manufacturer's Material Safety Data Sheet (MSDS) prior to or accompanying the first delivery to each delivery point. Vendor must supply a new MSDS subsequent to any revision or change during the duration of the contract.

Vendor must obtain prior Water Department approval to any change in manufacturer or chemical before making delivery of new material. City reserves the right to terminate this contract for failure to abide by this specification.

3.20.1 ALTERNATE #1 TO ZINC PHOSPHATE - CORROSION INHIBITOR:

Bidders have an option to supply material which is free of extraneous salts that do not provide corrosion protection, as follows:

- Chloride contents: <1% by weight
- Sulfate contents: <1% by weight
- Insolubles: <0.2 % by weight

Alternate must comply with all other pertinent specifications of 3.18.

4. SAMPLING, INSPECTION, AND TESTS:

Certificates of analysis and/or other information shall be furnished for those items where specified in Section 3 above.

Tests shall be conducted according to methods indicated herein. Most tests methods are those specified in applicable AWWA Standards, however, for those chemicals that have no associated AWWA Standard or when other tests methods are referenced in Section 3 above, copies of Methods of Analysis will be furnished

SPECIFICATION

upon request.

5. ORDERING AND DELIVERY:

- 5.1 All chemicals will be ordered by the Chief Operator or each delivery point specified in the bid. Deliveries are to be made only after receipt of such orders.
- 5.2 Unless otherwise stated in the Invitation to Bid, or under Section 3 above, all chemicals are to be delivered to the plant designated within five days after receipt of order.
- 5.3 All deliveries shall be made between 8 AM and 4 PM Monday through Friday, except legal holidays, unless otherwise agreed to between the supplier and Manager of the delivery point.
- 5.4 The City shall not be held responsible for demurrage charges, therefore, the vendor shall make allowances for the unloading time required at each of the delivery points in the bid price.

6. SUBSTITUTIONS OR CHANGES IN MANUFACTURER:

Vendor may not substitute another manufacturer's product or deliver any other chemical than what is agreed to at the time of award without prior written approval from the City of Philadelphia Procurement Department. Failure to obtain such approval can result in forfeiture of contract and the vendor removing any delivery made at vendor cost. When delivery is made to large storage tank containing other amounts of chemical, vendor will reimburse the City for any loss of chemical due to contamination with the delivery.

Attention Bidder:

This bid document may not contain all of the documents that you will need to complete the bid submission. On occasion, it is not possible to include the following:

Exhibits

Drawings

Attached specifications

Attached documents

If you have not received a corresponding attachment, drawing or exhibit that is referenced in the bid document you may obtain it by contacting the Public Information Unit at 215-686-4720.

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

1. PREPARATION AND SUBMISSION OF BID.

All bids must be written in ink or typewritten and made on the forms issued and signed in ink by a person with legal authority to bind the bidder. This Invitation and Bid and any contract awarded hereunder shall include, without limitation, the Invitation and Bid, all addenda thereto issued by the Procurement Department and these Terms and Conditions of Bidding. It is the sole responsibility of the bidder to ensure that it has received any and all addenda and the Procurement Commissioner may in his/her sole discretion reject any bid for which all addenda have not been executed and returned in accordance with the instructions provided therein. No bid may be considered if received after the date and time for the opening of bids established by this Invitation and Bid, nor may any bid be modified after that date and time. The time of bid opening shall be the time displayed on the City's official bid clock. In the event of any discrepancy between actual time and the City's official bid clock, the latter shall determine the time of bid opening.

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

3. PAYMENT FOR EQUIPMENT. Unless otherwise provided in the bid specifications, when equipment involves installation, (which shall also be interpreted to mean erection and/or setting up or placing in position for service or use) and/or testing, and where such installation or testing is delayed, payment may be made on the basis of 50% of the price bid when such equipment is delivered on site. A further allowance of 25% may be made when the equipment

is installed and ready for test. The balance shall be paid only after the equipment is tested and found to be satisfactory by the City. If the equipment must be tested, but installation is not required to be made by the supplier or if the equipment must be installed but testing is not required, payment may be made on the basis of 75% at the time of delivery and the balance shall be paid after satisfactory testing and/or installation as required.

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

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

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

7. PRICE INCREASES AND DISCOUNTS. All articles must be delivered at the price(s) bid, FOB Destination Point. Bids containing reservations of the right to increase the price(s) bid, including, but not limited to, late payment charges, will not be considered, except where the Procurement Commissioner, in his/her sole discretion, finds it in the City's best interest to do so. Discounts offered for payment may be a factor in the awarding of bids only in the event of tie bids. (In the event of an absolute tie the award decision will be made in the best interest of the City as determined by the Procurement Commissioner in his/her sole discretion.) Discounts must be for a period of at least 15 days to be so considered. Discounts offered shall be assumed to be from gross price unless otherwise indicated.

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

AMOUNT OF BID OR EST. CONTRACT	AMOUNT OF CERTIFIED CHECK
\$ 25,000.00 or less	No Check Required
\$ 25,000.01- \$ 99,999.99	\$ 500.00
\$ 100,000.00 - \$ 249,999.99	\$ 2,000.00
\$ 250,000.00- \$ 499,999.99	\$ 4,000.00
\$ 500,000.00 or more	\$ 6,000.00

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

Any bid in excess of \$500,000 is not covered by the Annual Master Bid Security Program and bidder must submit a Certified Check, Treasurer's Check, Cashier's Check, Bank Money Order or United States Postal Money Order made payable to the order of "The City of Philadelphia" in the required amount.

Once the lowest responsive and responsible bidder has been determined, the Procurement Department shall refund, with the exception of the fee paid for participation in the City's Annual Master Bid Security program, the bid security except the bid security of the lowest responsive and responsible bidder. Upon return of the duly executed contract documents, required fees and the furnishing of any required bonds or other performance security by the lowest responsive and responsible bidder, its bid security will be refunded.

9. **PERFORMANCE SECURITY.** The City of Philadelphia requires performance security for contracts greater than \$25,000. If the amount of the contract to be awarded is greater than \$25,000 but less than or equal to \$500,000, the successful bidder is required to participate in the City's Master Performance Security Program by paying to the City a non-refundable fee of \$5.00 per thousand dollars of the contract amount for firm limit contracts and \$4.00 per thousand dollars of the contract amount for requirements contracts, or as otherwise specified. If the amount of the contract to be awarded is in excess of \$500,000 the successful bidder is required to furnish an individual performance bond, issued by a surety approved by the City on a form prepared by the City's Law Department and in the amount specified in the notice of contract award. The successful bidder is also required to pay a bond preparation fee to the City's Law Department in an amount prescribed by Chapter 17-700 of The Philadelphia Code; a schedule of such fees may be obtained from the Procurement Department's Public Information Office.

10. **CANCELLATION AND AWARD.** The Procurement Commissioner, in his/her sole discretion, may cancel any Invitation and Bid prior to bid opening. After bid opening, the Procurement Commissioner, in his/her sole discretion, may reject all bids, if deemed in the best interest of the City.

In all cases where a contract award is made by the Procurement Department, the bidder is bound by the terms and conditions of the Invitation and Bid upon the submission of its bid. All bids are valid for a period of not less than 60 days, or as otherwise specified in the Invitation and Bid. If the bid has not been awarded within the specified period of time, the bid shall be valid for subsequent award only upon the express consent of the bidder, with no change to the submitted bid. All contract awards shall be made by the Procurement Department upon written notice to the bidder that is determined by the Procurement Department to be the lowest responsive and responsible bidder.

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

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

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

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

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

13. **CONTRACTS.** Awards of contracts in amounts less than or equal to \$25,000 shall become contracts binding upon the City upon written notice of award by the Procurement Commissioner. Awards of contracts in amounts greater than \$25,000 shall not become contracts binding upon the City until after written notice of award is made and until after all of the following conditions have been satisfied:

- a. Successful bidder posts sufficient Performance Security, as required in the Invitation and Bid, within the time specified in the written notice of award;
- b. Successful bidder posts a Labor and Materials Bond, if and as required by the Invitation and Bid, within the time specified in the written notice of award;
- c. Approval of the contract as to form by the City's Law Department;
- d. Certification by the Director of Finance and City Controller as to the availability of funds; and
- e. Execution of the contract by the Procurement Commissioner.

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

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

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

(a) **WORKERS COMPENSATION AND EMPLOYERS LIABILITY:**

- (1) Workers' Compensation -Statutory limits.
- (2) Employers Liability - \$100,000 Each Accident - Bodily Injury by Accident; \$100,000 Each Employee - Bodily Injury by Disease; \$500,000 Policy Limit -Bodily Injury by disease
- (3) All states endorsement

(b) **GENERAL LIABILITY INSURANCE**

- (1) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
- (2) Coverage: Premises operation; Blanket contractual liability; Personal injury liability (employee exclusion deleted); Products and completed operations; Independent Contractors; Employees as additional insured; Cross liability; Broad form property damage (including loss of use) liability; Asbestos abatement liability coverage (Note: Required for asbestos abatement projects only).

(c) **AUTOMOBILE LIABILITY**

- (1) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
- (2) Coverage: owned, non-owned and hired vehicles.

15. **FAILURE TO EXECUTE CONTRACT.** Any bidder not lawfully released from its bid, who refuses to execute a contract in accordance with its bid or who fails, refuses or is unable to furnish any required bonds, performance security or insurance, as may be required by the Invitation and Bid and/or these Terms and Conditions of Bidding, shall be liable for the entire amount of its bid security, as liquidated damages to the City; or if bid security is furnished under the Annual Master Bid Security Program, for 10% of the amount of its bid, as liquidated damages to the City; or where the damages are readily ascertainable by the City, for the actual loss, cost or damage incurred by the City as a result of its failure to execute the contract or to furnish such bonds, performance security or insurance.

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

events of default under any contract resulting from this Invitation and Bid:

- a. Failure by contractor to comply with any provision or Section of the contract, including the bid specifications contained in this Invitation and Bid and these Terms and Conditions of Bidding and/or failure by contractor to comply with any federal state and local law, statute, ordinance or regulation of any governmental department, board, agency and commission.
- b. Falseness of any representation or warranty made in the contract or other document(s) submitted to the City by contractor in connection with this Invitation and Bid.
- c. Failure by contractor to pay its suppliers or subcontractors, misappropriation of any funds provided under the contract or failure to notify City upon discovery of any misappropriation.
- d. A violation of law by contractor which results in its making a guilty plea, a plea of nolo contendere, or conviction of a criminal offense by contractor, its directors, employees, or agents or indictment or issuance of charges against contractor, its directors, employees or agents for any criminal offense or other violation of law (whether or not the offense or violation of law is ultimately adjudged to have occurred), where such criminal offense, violation, indictment or charges, in the sole judgment of the Procurement Commissioner, adversely affect the performance of the contract.
- e. Failure by contractor to comply with the Mayoral Executive Order establishing the City's antidiscrimination policy relating to the participation of minority, woman and disabled owned disadvantaged business enterprises.
- f. The Procurement Department's determination that the contractor is not a responsible bidder on this Invitation and Bid, where such determination is made, and is based upon, information received after award of the contract and/or after execution of the contract by the Procurement Commissioner and/or after satisfaction of any or all other conditions of a binding contract set forth in Section 13 above.
- g. Any other act or omission identified in these Terms and Conditions of Bidding or elsewhere in the Invitation and Bid as an event or condition constituting default.

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

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

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

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

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

AMOUNT OF BID OR ESTIMATED CONTRACT	AMOUNT OF PROCESSING FEE
\$ 25,000.00 or less	No Check Required
\$ 25,000.01 to \$ 100,000.00	\$ 10.00
\$ 100,000.01 to \$ 300,000.00	\$ 30.00
\$ 300,000.01 to \$ 500,000.00	\$ 50.00
\$ 500,000.01 to \$ 1,000,000.00	\$ 100.00
\$ 1,000,000.01 to \$ 2,000,000.00	\$ 200.00
\$ 2,000,000.01 to \$ 3,000,000.00	\$ 300.00
\$ 3,000,000.01 to \$ 4,000,000.00	\$ 400.00
\$ 4,000,000.01 to \$ 5,000,000.00	\$ 500.00
\$ 5,000,000.01 or more	\$ 600.00

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

18. NONDISCRIMINATION.

a. Any contract awarded pursuant to this Invitation and Bid is entered into under the terms of the Philadelphia Home Rule Charter and in its performance, bidder shall not discriminate nor permit discrimination against any person because of race, color, religion, national origin or sex. Such discrimination shall constitute an event of default under this contract entitling City to terminate this contract forthwith. This right of termination shall be in addition to any other rights or remedies as provided herein in Section 16 or otherwise available to the City at law or in equity.

b. In accordance with Chapter 17-400 of The Philadelphia Code, bidder agrees that its payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization, insofar as such participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, privileges or conditions of employment, on the basis of race, color, sex, sexual orientation, religion, national origin or ancestry, shall constitute an event of default under this contract and shall entitle the City to all rights and remedies as provided herein in Section 16 or otherwise available to the City at law or in equity. Bidder agrees to include the immediately preceding sentence, with appropriate adjustments for the identity of the parties, in all subcontracts which are entered into pursuant to this contract. Bidder further agrees to cooperate with the Commission on Human Relations of the City of Philadelphia in any manner which the said Commission deems reasonable and necessary for the Commission to carry out its responsibilities under Chapter 17-400 of The Philadelphia Code. Failure to so cooperate shall constitute an event of default under this contract entitling the City to all rights and remedies as provided herein in Section 16 or otherwise available to the City at law or in equity.

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

a. Gifts. Executive Order No. 16-92 prohibits City employees from soliciting or accepting anything of value from any person or entity seeking to initiate or maintain a business relationship with the City of Philadelphia, its departments, boards, commissions and agencies. All City employees presented with gifts or gratuities as indicated in Executive Order 16-92 have been instructed to report these actions to the appropriate authorities. All bidders, agents or intermediaries who are solicited for gifts or gratuities by City employees are urged to report these incidents to the Inspector

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

b. City employee interest in City contracts. In accordance with Section 10-102 of The Philadelphia Home Rule Charter, no bid shall be accepted from, or contract awarded to, any City employee or official, or any firm in which a City employee or official has a direct or indirect financial interest. All bidders are required to disclose any current City employees or officials who are employees or officials of the bidder's firm, or who otherwise would have a financial interest in the contract.

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

20. PATENTS. The successful bidder shall be solely responsible for all royalties and charges that may be due to any patent holder for or on account of the use of any patented appliance, product or processes. Evidence of such payment shall be submitted upon request of the Procurement Commissioner and failure to submit such evidence may, in the sole discretion of the Procurement Commissioner, result in rejection of the bid or constitute an event of default, entitling the City to all rights and remedies as provided herein in Section 15 and/or Section 16..

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

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

and/or School District pursuant to a bid has entered into a contract within the City, and the subsequent delivery of goods into the City or performance of services within the City constitutes “doing business” in the City and subjects the successful bidder, including but not limited to, one or more of the following taxes:

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

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

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

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

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

“Subcontractor hereby certifies and represents that subcontractor and subcontractor’s parent company(ies) and subsidiary(ies) are not currently indebted to the City of

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

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

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

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

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

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

c. Bidder agrees to cooperate with the City's Director of Finance in any manner which the said Director deems reasonable and necessary to carry out the Director's responsibilities under Section 17-104 of The Philadelphia Code. Bidder expressly understands and agrees that any false certification or representation in connection with this subparagraph (c) and/or any failure to comply with the provisions of this subparagraph (c) shall constitute a substantial breach of any contract resulting from this Invitation and Bid entitling the City to all rights and remedies provided in this bid or otherwise available in law (including, but not limited to Section 17-104 of the Philadelphia Code) or at equity. In addition, it is understood that false certification or representation is subject to prosecution under 18 Pa.C.S. Section 4904.

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

SIGNING OF BIDS

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

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

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

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

SIGNING OF BIDS:

If bid is by an **INDIVIDUAL** or a **PARTNERSHIP**, or if the bid does not exceed \$25,000, date and sign the bid here, with original signatures, in ink.

This _____ day of _____ 200__

(Signature of Owner, Partner)

(Type or Print Name and Title)

(Business Name of Bidder)

(Address, including Zip Code)

(Telephone Number, including Area Code)

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

This _____ day of _____ 200__

CORPORATE SEAL

(Corporate or Business Name of Bidder)

(Address, including Zip Code)

(Telephone Number, including Area Code)

(Signature of President or a Vice-President)

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

(Type or Print Name and Title)

(Type or Print Name and Title)

APPROVED AS TO FORM

CONTRACT EXECUTION

(Asst. City Solicitor)

(Acting Procurement Commissioner)



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

December 1, 2006

Dear Vendor:

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

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

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

Sincerely,

Janet Hagan
Acting Procurement Commissioner



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

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

Vincent Jannetti
Director of Finance

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

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

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

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

Vendor Information Payment Reference Guide

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



CITY OF PHILADELPHIA

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

Dear Valued Vendor,

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

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

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

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

Sincerely,

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

Vincent J. Jannetti
Acting Director of Finance