PROCUREMENT DEPARTMENT
Rm 120 Municipal Services Building
Philadelphia, PA 19102-1685
FAX: (215) 686-4716

CITY OF PHILADELPHIA

Hugh Ortman
Procurement Commissioner

October 23, 2009

BID NUMBER: S0Z55940

TITLE: Interruptible Transportation Gas Service

DEPARTMENT: Various

DATE TO OPEN: August 24, 2009 at 10:30 AM

ADDENDUM # 3

TO ALL BIDDERS:
You are hereby notified of the following changes to the above mentioned bid:

Subject Bid No. S0Z55940, "Interruptible Transportation Gas Service" is hereby Canceled and replaced with Invitation and Bid No. T0Z55940.

Only Invitation and Bid No. T0Z55940 will considered for award.

Please sign, date and return this addendum with your bid to the Procurement Department, 1401 J.F.K Boulevard, Bid Room 170A, Philadelphia, PA 19102-1685 as it now becomes a part of the proposal.

_____
Buyer, R. Saylor

_____
AUTHORIZED SIGNATURE

_____
FIRM NAME (PRINT)

_____
DATE

RS/cs

BID OPENING DATE AND TIME

On: August 24, 2009 **AT: 10:30 A.M.**

BID NO.	PAGE	INVITATION AND BID ADVERTISED	BIDDER MUST COMPLETE BELOW
S0Z55940	1 OF 21		BIDDER AGREES TO COMPLY WITH ALL CONDITIONS OF THIS BID. UNSIGNED BIDS WILL NOT BE ACCEPTED.

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

DEPARTMENT: VARIOUS

DIVISION:

AWARDED

DATE

FOR THE PROCUREMENT COMMISSIONER

CITY OF PHILADELPHIA
PROCUREMENT DEPARTMENT
MUNICIPAL SERVICES BLDG.
1401 JFK BLVD, ROOM 170A
PHILADELPHIA, PA 19102-1685

NAME AND ADDRESS OF FIRM

Federal EIN/Social Security Number

BUYER R. Saylor
K. Owens

TITLE OF BID **INTERRUPTIBLE TRANSPORTATION GAS SERVICE**

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, Commerce Department Office of Economic Opportunity (OEO) Certification Number, and dollar amount/ percentage of work.

BID QUESTIONS

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

BID SECURITY

When applicable, BIDDERS MUST SUBMIT BID SECURITY.

BID SIGNATURE

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

For City Use Only

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

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

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

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

REVISED 2-2009 OEO

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

SECTION 1: GENERAL BID SUBMISSION

1.1 **TITLE: INTERRUPTIBLE TRANSPORTATION GAS SERVICE**

1.2 **SCHEDULE NO: 43-03**

1.3 **CONTRACT TERM**: **09/01/2009 to 08/31/2010** ("Initial Term") The City may, at its sole discretion, renew the contract for an additional period of up to three (3) months commencing as of the expiration of the Initial Term (the "Additional Performance Period"), in order to ensure continuity in the provision of goods or services pending the award of a new contract therefore.

1.3.1 If an individual Performance Bond and/or Payment Bond is required under this Invitation and Bid, such bond(s) shall be and remain in full force and effect throughout the Initial Term, all Renewal Terms, any Additional Performance Period, and the period of any unexpired warranty provided or required under the Contract, without notice of Contract renewal by the City to the surety or the consent of the surety thereto. It is the sole responsibility of the Contractor to ensure that such bond(s) remain in full force and effect as provided in this Section, and failure to do so shall be an event of default pursuant to Section 19, Default, of the attached Terms and Conditions of Bidding and Contract.

If participation in the City's Master Performance Security Program is required under this Invitation and Bid, Contractor shall not pay any additional fees upon the issuance of the renewal notice and/or contract amendment for an Additional Performance Period.

1.4 **CONTRACT TYPE: REQUIREMENTS**

1.4.1 The vendor will provide requirements service to the Philadelphia Gas Works ("PGW") Interruptible Transportation Gas Accounts listed in Appendix A. Exact quantities of natural gas cannot now be determined, but historical usage data is provided where available (see Section 2.2.2 for additional information).

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.

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 **Transportation Gas Service** for the various City agencies and departments as specified herein during the contract period.

1.7 **BID SECURITY**

1.7.1 For this bid **ONLY**, the Master Bid Security Program (per paragraph 2 of the Terms and Conditions of Bidding and Contract) does NOT apply. Instead, all bidders shall 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 of **$6,000.00**.

1.8 **BID INFORMATION**:

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

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

1.9 **BID SUBMISSION**:

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

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

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

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

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

1.9.6 **BID PROCESSING FEE:**

For purposes of this bid **ONLY**, bidder **MUST** submit with their bid a non-refundable check or money order payable to the City of Philadelphia in the amount of **$100.00** to cover the bid processing fee. Failure to submit the bid processing fee may result in disqualification from bidding.

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

OR

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

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

1.9.8 **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 to the bid. The City reserves the right to only respond to those questions submitted prior to the stated deadline.** If it is 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.

1.9.9 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 or subcontractor **must be certified at the time of the bid opening and must submit with the bid the Local Business Entity Certification number** as issued by the Procurement Department for the prime contractor or the applicable subcontractor. If the prime relies upon its subcontractor's LBE status in order to be eligible for the preference, the name and certification number of the subcontractor **must** be submitted with the bid. **Failure to submit the prime's LBE certification number or the subcontractor's name and LBE certification number with the bid will deem bidder ineligible for the 5% preference.**

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."

Prime or subcontractor's LBE Certification
Number_____

If applicable:
Subcontractor's Name_____

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.

1.9.10 **CONTACT PERSON(S):**

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

Name:_____

Address:_____

City/State/ZC:_____

Telephone No.(_____)_____ Ext.:_____

Fax No.(_____)_____

E-mail address_____

State Company Web Site Address:_____

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

Name:_____

Address:_____

City/State/ZC:_____

Telephone No.(_____)_____ Ext.:_____

Fax No.(_____)_____

E-mail address_____

1.10 **BIDDER QUALIFICATION:**

1.10.1 For the purposes of this bid only Bidders who are a PGW – approved supplier for gas transportation service to PGW INTERRUPTIBLE customers will be eligible for award of a contract resulting from this bid.

1.10.2 Bidders must submit with their bid the information required in Appendix B.

SECTION 1:

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

A. B. C

Firm Name:	_____	_____	_____
Address:	_____	_____	_____
Contact:	_____	_____	_____
Phone #:	_____	_____	_____
Type Work:	_____	_____	_____
Years dealing w/your firm:	_____	_____	_____

SECTION 2:

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

P.O./Contract Number:	_____	_____	_____
Department:	_____	_____	_____
Contact Name:	_____	_____	_____
Phone #:	_____	_____	_____
Item(s):	_____	_____	_____

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

SECTION 2: REQUIREMENTS AND SPECIFICATIONS

2.1 The City of Philadelphia ("City") seeks to competitively source the natural gas supply for its interruptible accounts located in Philadelphia, PA, in accordance with federal and state requirements including Pennsylvania's Natural Gas Choice and Competition Act and

PGW's Gas Service Tariff, including Rate Schedules IT (Interruptible Transportation) and DB (Daily Balancing Service).

The City plans to take service under Rate IT. Under this tariff, PGW receives a daily quantity of gas from a gas supplier subject to Rate DB and transports an equivalent quantity to the customer, plus an adjustment for unaccounted-for gas. Rate IT customers are subject to curtailment or interruption at any time by PGW.

As the City's gas supplier, the Contractor shall be responsible for nomination, coordination and scheduling of natural gas and transportation volumes including completing all arrangements with gas producers, interstate transportation pipelines and PGW, for delivery of natural gas to existing PGW meters at each city owned facility.

The Contractor shall be responsible for and pay all charges associated with the transportation of gas to the city-gate. The Contractor shall be solely responsible for all imbalance penalties imposed by the interstate pipelines and PGW resulting from the tendered amount not equaling the shipping amount. The City shall pay directly to PGW its costs associated with the transportation of gas from the city-gate to the meter at each facility.

2.2 DEFINITIONS

Except in those instances where the text states another meaning, the terms used in this document have the meaning set forth below:

Burner Tip: A device attached to the burner head that modifies the burner port for a specific application.

City-gate: Point at which PGW receives natural gas from an interstate pipeline company.

Curtailment: Curtailment of gas service is a method to balance a utility or pipeline's natural gas requirements or distribution capacity with its natural gas supply. Usually there is a hierarchy of customers for the curtailment plan.

A customer may be required to partially cut back or totally eliminate his take of gas depending on the severity of the shortfall between gas supply and demand according to the customer's position in the hierarchy.

Dekatherm (Dth): A unit of heating value equal to 1,000,000 BTUs.

Distribution: The act or process of distributing gas from the city-gate or plant to the consumers.

Gas, Natural: A naturally occurring mixture of hydrocarbon and non-hydrocarbon gases found in porous geologic formations beneath the earth's surface, often in association with petroleum. The principal constituent is methane. Note that PGW and the City of Philadelphia assume the heat content of one cubic foot of gas equals 1,028 BTU.

Imbalance: When a party receives or delivers a quantity of natural gas, then delivers or redelivers a larger or smaller quantity of natural gas to another party.

Indexing: Tying the commodity price in a contract to other published prices, such as spot prices for gas or alternate fuels, or general indexes like the Consumer Price Index or Producer Price Index.

Interruptible Basis: Low priority service offered to customers under schedules or contracts, which anticipate and permit interruption on short notice, generally in peak-load seasons, by reason of the claim of firm service customers and high priority users.

Interstate Pipeline Company: A Federal Energy Regulatory Commission ("FERC") regulated transporter of natural gas. For PGW, these companies are Texas Eastern Pipeline, LP or Transcontinental Pipe Line Corporation.

MMBTU: A thermal unit of energy equal to 1,000,000 BTUs.

Natural Gas Supplier (NGS): As defined under 66 Pa. C.S. § 2202, an entity other than a natural gas distribution company that provides natural gas supply services to retail gas customers utilizing the jurisdictional facilities of a natural gas distribution company.

Nomination: A request or notification for a physical quantity of gas under a specific purchase, sales or transportation agreement at a specific point.

Pipeline: All parts of those physical facilities through which natural gas is moved in transportation, including pipes, valves and other appurtenances attached to pipe, compressor units, metering stations, regulator stations and delivery stations.

Public Utility: As defined under 66 Pa. C.S. § 102, any person or corporation owning or operating in the Commonwealth of Pennsylvania equipment or facilities for producing, generating, transmitting, distributing or furnishing natural gas to or for the public for compensation.

Scheduling: A process by which nominations are first consolidated by receipt point, by contract, and verified with upstream/downstream parties. If the verified capacity is greater than or equal to the total nominated quantities, all nominated quantities are scheduled. If verified capacity is less than nominated quantities, nominated quantities will be allocated according to scheduling priorities.

2.2.2 **QUANTITIES**

The Contractor will provide **requirements service** to the accounts listed in Appendix A. The quantities shown are for July 2006 – May 2009 and are for information purposes only.

For bid evaluation purposes, Section 5 includes a 12-month **Bidder Pricing Sheet** that includes monthly quantities. These values are historic, average monthly numbers derived from the billing data for the periods FY07 and FY08, and FY09, and the City does not warrant that these will be actual billable quantities.

Vendors should be aware that the City does not switch to fuel oil for economic reasons, but that from time to time fuel oil may be used operational reasons. The quantities involved, however, are not expected to be material. Whenever possible, the Contractor will be notified 24 hours in advance of the decision to switch fuels. Subject to the terms and conditions set forth herein, the Contractor agrees to purchase, deliver, and sell natural gas to the City and the City agrees to purchase from the Contractor the actual requirements for each account listed.

The City is not providing any representations or warranties regarding the accuracy of the information contained herein, nor is the City representing that this document contains all of the information that may be required to place a bid. Rather, each vendor should investigate these matters.

2.2.3 **QUALITY**

The gas purchased and delivered hereunder shall conform to quality specifications and pressures required by the interstate transporters and PGW.

2.2.4 **DELIVERY**

The Contractor is required to deliver gas to the listed accounts whenever PGW will transport it, consistent with the terms and conditions in effect under Rate Schedule IT (interruptible Transportation) of PGW's Gas Service Tariff.

2.2.5 **NOMINATIONS**

The Contractor shall be responsible for the nominating, coordinating and scheduling of natural gas and transportation volumes, including completing all arrangements with gas producers, interstate transportation pipelines, and PGW for delivery of the natural gas to the burner tip of each City facility.

The Contractor shall nominate and schedule the gas in accordance with the applicable pipeline and PGW scheduling rules and procedures in effect, including provisions under Rate Schedule DB (Daily Balancing Service) of PGW's Gas Service Tariff. Note that the Contractor is responsible for nominating quantities sufficient to cover its share of PGW's line loss and unaccounted for gas requirements.

The Contractor shall be responsible for making appropriate monthly and daily nominations for the purchase of gas. If requested by the City, the nominations will be communicated to the City in a manner to be agreed upon after contract award. Further, as current usage indicates, the Contractor may modify the nomination at any time during the delivery month in accordance with the procedures of the applicable interstate pipelines and/or PGW and with notification to the City.

2.2.6 IMBALANCE PENALTIES

The Contractor shall be solely responsible for any imbalance penalties imposed by the interstate transportation pipelines and PGW resulting from the tendered amount not equaling the shipping amount. The Contractor is solely responsible for making appropriate monthly and daily nominations of gas to insure that imbalances do not exceed the current PGW imbalance margin. The Contractor is responsible for any and all differences between the contract price and the price paid to or received from PGW during the cash out procedure.

2.2.7 CONTRACTOR CURTAILMENT AND INTERRUPTION PENALTIES

If the Contractor fails to provide requirements service to the City during any period when PGW has not issued an Operational Flow Order as defined in Rate Schedule DB, the vendor will be required to pay liquidated damages. The rate for calculating the liquidated damages will be the difference in cost between the contract price for the period of interruption or curtailment and the alternative supply costs.

The alternative supply will be purchased by the City at it sole discretion and may not be the lowest alternative supply cost. The alternatives may include Emergency Gas purchased under PGW's Emergency Gas Rider or fuel oil purchased from the City's fuel oil vendor. Added to the alternative supply cost will be a transaction cost charge equal to 5% of the supply cost.

The liquidated damages will be paid by means of a credit on the next monthly invoice paid by the City for services rendered under the contract, except for the final month under the contract in which case the credit shall be included in the final invoice.

The Contractor should be aware that curtailment or interruption of service for economic reasons, actions by contract pipelines, or for any other reasons except for a "force majeure" event (see Section 2.2.14) will cause the assessment of liquidated damages by the City.

The Contractor is responsible for notifying the City and PGW of a curtailment or interruption as soon as possible. The Contractor is obligated to follow PGW's normal operating procedures with respect to curtailment and interruptions.

2.2.8 **PGW CURTAILMENT OR INTERRUPTION**

The Contractor shall not supply gas during a PGW service curtailment or interruption. The City will pay PGW directly for penalties arising from unauthorized use during a curtailment as defined in the rate schedule.

2.2.9 **TITLE AND RISK OF LOSS**

The Contractor shall have title to, and be in control of, the natural gas delivered hereunder and is solely liable for any damage, risk, loss or injury caused thereby until the gas has been delivered to PGW's city-gate.
At the city-gate, title shall pass to the City and operational control to PGW who will deliver the product to the City's accounts.

2.2.10 **WARRANTY OF TITLE**

The Contractor warrants title to all gas delivered by it, warrants that it has the right to sell the same, and warrants that such gas is free from liens and adverse claims of every kind. The Contractor shall indemnify and hold the City harmless against all risk, loss, damage and expense of every kind on account of adverse title claims that accrue before delivery to the city-gate.

2.2.11 **DISCREPANCY RESOLUTION**

In the event that there is a discrepancy between PGW's bills and the Contractor's bills related to the volume of natural gas service procured under the contract, the City may request and Contractor agrees to provide assistance as is required in order to resolve such matters.

2.2.12 **REGULATORY ACTION**

If, during the course of the contract that results from this bid, the existing PGW tariffs are cancelled or modified in a way that prevents the proper execution of the contract, appropriate revisions may be negotiated. If the terms of the revisions cannot be agreed on, either party may terminate the contract by providing 60 days written notice.

2.13 **AUTHORIZATIONS, APPROVALS, CERTIFICATIONS, ETC.**

The performance of obligations under this contract is expressly made contingent upon the satisfaction of the following conditions precedent and the continuing existence of same.

The Contractor is obligated to adhere to all of PGW's current operational procedures.

The Contractor shall have obtained all necessary governmental authorizations, approvals, and certifications (including FERC and Pennsylvania Public Utility Commission) that are required or desirable to the transportation, purchase, and sale of the gas volumes to be purchased and sold hereunder. Contractor and City shall have entered into all necessary agreements with, and received any necessary approvals and consents from PGW, including but not limited to the appropriate requirements under Rate Schedules IT and DB.

Copies of any authorizations, approvals and certifications shall be submitted to the City within fifteen (15) days of request.

2.2.14 **FORCE MAJEURE**

The Contractor shall not be liable for liquidated damages under the contract if the failure to perform arises from causes reasonably held to be beyond its control and without the fault or negligence of the vendor. Such causes shall only be due to “force majeure” as hereinafter defined. For the purposes of this provision, “force majeure” shall include, but is not limited to fire, explosion, power failure, acts of God, war, revolution, national emergency, civil commotion, or acts of public enemies, any law, order, regulation, ordinance or requirement of any government or legal body, labor unrest or boycott. The Contractor shall be excused from its performance on a day-to-day basis to the extent of such “force majeure.” **Force majeure does not include any economic hardship suffered by the vendor**. Upon termination of “force majeure,” performance under the contract will begin as soon as the transportation of natural gas can be arranged.

2.2.15 **GOVERNMENT AUTHORIZATION**

The contract shall be subject to all valid applicable local, state and federal laws and the orders, directives, rules and regulations of any governmental body or official having jurisdiction. The contract will contain the entire understanding of the parties with respect to the matters contained herein.

2.2.16 **PROGRAM MANAGER AND CONTRACT MANAGER**

The City will appoint a Program Manager to be the City's representative/ contact person for the contract. The Program Manager will provide contacts at each facility. The Contractor will appoint a Contract Manager who will be responsible for all communications with PGW and the City's Program Manager.

2.2.17 **HISTORICAL DATA**
Historical data has been provided with this solicitation (see paragraph 2.2.2.1 for more information). Contact Kent Miller, Executive Director of Municipal Energy Office at 215-686-4471 with questions.

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 OEO documents (if applicable)

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

3.1.4 Bidders whose bids are determined to be non-responsible for reasons of bidder qualification shall be notified by the City of the reasons for the determination and may contest the finding of non-responsibility through the prescribed procedures described in paragraph 9 of "Terms and Conditions of Bidding and Contract".

3.2 **AWARD:**

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

3.2.2 **Performance Security**
If the total award amount exceeds $500,000, the Master Performance Security does not apply. Upon notification of award, the City will require the successful vendor to provide an individual Performance Bond in the amount of 100% of the contract award as specified in the Letter of Award.

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

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

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

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

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

3.2.5 **INSURANCE:**
Insurance is a requirement for this bid in accordance with Paragraph 15 of the "Terms and Conditions of Bidding and Contract". No contract will be executed nor purchase order issued unless and until all required insurance certificates, in the required amount, are received. **All insurance MUST meet the following requirements:**

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

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 CONTRACTOR RESPONSIBILITY:

4.1.1 Billing

The Contractor shall remit the invoice to the City on or before the twentieth day of each month for all gas the City received from the Contractor vendor in the preceding month at the contract price in effect for that month, including the cash out provisions. In addition to the monthly invoice, the Contractor shall provide an electronic file in Microsoft Excel format that provides all data necessary for the City to validate the monthly invoice and meet its fiduciary responsibility.

Invoices are to be sent to the following individuals:

Marvin Lee
Department of Public Property
City Hall, Room 786
Philadelphia, PA 19107

Kent Miller
Municipal Energy Office
1401 JFK Blvd, Suite 1000
Philadelphia, PA 19102

and

Roy Romano
Project Manager
Philadelphia Water Department
1101 Market St, 2nd Fl
Philadelphia, PA 19107

Thomas Varughese, P.E
Asst. Engineering Manager
Aviation Division
Design & Construction
Terminal E

4.2 CITY RESPONSIBILITY:

4.2.1 All payments will be processed and paid in accordance with the City's standard payment procedures and payment cycle (i.e. normally within 30-45 calendar days following receipt of proper invoices).

4.2.2 **ADD-ONS:**
The city reserves the right to add and/or delete accounts 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 accounts to be added. The letter shall

include the completed description of the account, the bid number, the 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

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

SECTION 5: PRICING

In general, bidders are asked to provide the City with the ability to obtain fixed commodity pricing for some or all weather normalized load for any month at any time prior to the settlement of the NYMEX futures contract for each month. Furthermore, the basis pricing and margin for all gas purchased from the supplier shall be fixed for the initial contract term. The City may elect to fix the commodity price for a portion of the nominated load at the time of bid award, but is not obligated to do so. The decision shall be at the City's discretion.

5.1 Bidders shall offer pricing for a twelve (12) month term for the quantities shown on the Bidder Pricing Sheet for Option 1 and Option 2.

5.2 Commodity Pricing:

5.2.1 Fixed Portion – For any month, the City may elect through one or more transactions to obtain fixed commodity pricing for portions of the nominated load at any time prior to the settlement of the NYMEX futures contract.

5.2.3 Indexed Portion – Bidders shall price all remaining nominations at the NYMEX monthly settlement price, except that:

5.2.2 Swing Portion – The price for the purchase or sale of gas outside a 10% band to the monthly nomination quantity shall be the average Transco Zone 6 Non-NY daily midpoint prices for each day of the month the Gas Daily publishes a price plus the fixed margin price as specified on the Bidder Pricing Sheet.

5.3 Basis and Margin Pricing: The basis price and margin shall be fixed for the initial term of the contract for all gas delivered (Fixed Portion and Indexed Portion) at the unit prices shown on the Bidder Pricing Sheet.

5.4 Bidders Prices: Bidders shall offer their bids on the following Bidder Pricing Sheet. Prices quoted may not exceed three (3) decimal places. Price bid must remain fixed for the stated month during the term of the contract.

5.4.1 Option 1 – Bidders shall offer fixed pricing for 0% of the nomination quantity as shown on the Bidder Pricing Sheet.

5.4.2 Option 2 – Bidders shall offer fixed pricing for 50% of the nomination quantity as shown on the Bidder Pricing Sheet.

BIDDER PRICING SHEET: 12 Month Offer

A. Option 1

Month	Volume Mcf		Nomination Quantity in Dth*			Fixed Basis Price in $/Dth		Fixed Margin Price $/Dth			0% of Nomination Dth		Fixed Commodity Price $/Dth			Total Monthly Cost
September	20,000	is a	20,560	x	(		+		)	+	(0	x	N/A	)	=	_____
October	28,000		28,784	x	(		+		)	+	(0	x	N/A	)	=	_____
November	62,000		63,736	x	(		+		)	+	(0	x	N/A	)	=	_____
December	80,000		82,240	x	(		+		)	+	(0	x	N/A	)	=	_____
January	88,000		90,464	x	(		+		)	+	(0	x	N/A	)	=	_____
February	97,000		99,716	x	(		+		)	+	(0	x	N/A	)	=	_____
March	76,000		78,128	x	(		+		)	+	(0	x	N/A	)	=	_____
April	49,000		50,372	x	(		+		)	+	(0	x	N/A	)	=	_____
May	28,000		28,784	x	(		+		)	+	(0	x	N/A	)	=	_____
June	26,000		26,728	x	(		+		)	+	(0	x	N/A	)	=	_____
July	26,000		26,728	x	(		+		)	+	(0	x	N/A	)	=	_____
August	25,000		25,700	x	(		+		)	+	(0	x	N/A	)	=	_____
	* Conversion is 1.028 Dth/Mcf													**Total Bid Price**	=	_____

B. Option 2

Month	Volume Mcf		Nomination Quantity in Dth*			Fixed Basis Price in $/Dth		Fixed Margin Price $/Dth			0% of Nomination Dth		Fixed Commodity Price $/Dth			Total Monthly Cost
September	20,000	is a	20,560	x	(		+		)	+	(10,280	x		)	=	_____
October	28,000		28,784	x	(		+		)	+	(14,392	x		)	=	_____
November	62,000		63,736	x	(		+		)	+	(31,868	x		)	=	_____
December	80,000		82,240	x	(		+		)	+	(41,120	x		)	=	_____
January	88,000		90,464	x	(		+		)	+	(45,232	x		)	=	_____
February	97,000		99,716	x	(		+		)	+	(49,858	x		)	=	_____
March	76,000		78,128	x	(		+		)	+	(39,064	x		)	=	_____
April	49,000		50,372	x	(		+		)	+	(25,186	x		)	=	_____
May	28,000		28,784	x	(		+		)	+	(14,392	x		)	=	_____
June	26,000		26,728	x	(		+		)	+	(13,364	x		)	=	_____
July	26,000		26,728	x	(		+		)	+	(13,364	x		)	=	_____
August	25,000		25,700	x	(		+		)	+	(12,850	x		)	=	_____
	* Conversion is 1.028 Dth/Mcf													**Total Bid Price**	=	_____

APPENDIX A

INTERRUPTIBLE TRANSPORTATION

GAS ACCOUNTS

July 2006 to May 2009 USAGE

Meter Details BPS/IT-3 Account

Supply Name: CRIMINAL JUSTICE CTR
Account Number: 9471058062
Meter Number: 1785666
Facility Address: 1301 Filbert Street
Department Code: 20 PUBLIC PROPERTY

FY 2007 Billing Period Starting	Mcf	FY 2008 Billing Period Starting	Mcf	FY 2009 Billing Period Starting	Mcf
6/22/2006	11,780.0	6/21/2007	9,770.0	7/1/2008	11,920.0
7/24/2006	11,080.0	7/20/2007	11,410.0	8/1/2008	9,270.0
8/22/2006	7,930.0	8/22/2007	8,090.0	9/1/2008	7,640.0
9/22/2006	0.0	10/1/2007	6,450.0	10/1/2008	4,230.0
9/26/2006	3,770.0	11/1/2007	180.0	11/1/2008	4,020.0
10/20/2006	3,910.0	12/1/2007	5,290.0	12/1/2008	4,730.0
11/22/2006	3,690.0	1/1/2008	5,410.0	1/1/2009	6,660.0
12/21/2006	4,280.0	2/1/2008	5,160.0	2/1/2009	5,300.0
1/22/2007	7,300.0	3/1/2008	4,030.0	3/1/2009	5,280.0
2/23/2007	4,790.0	4/1/2008	3,560.0		
3/22/2007	4,340.0	5/1/2008	4,240.0		
4/20/2007	5,010.0	6/1/2008	10,280.0		
5/21/2007	8,730.0				

Meter Details BPS/IT-3 Account

Supply Name: CITY HALL
Account Number: 1865908114
Meter Number: 1806077
Facility Address: 1400 Market Street
Department Code: 20 PUBLIC PROPERTY

FY 2007 Billing Period Starting	Mcf	FY 2008 Billing Period Starting	Mcf	FY 2009 Billing Period Starting	Mcf
6/22/2006	220.0	6/21/2007	190.0	7/1/2008	180.0
7/24/2006	180.0	7/20/2007	210.0	8/1/2008	180.0
8/22/2006	230.0	8/22/2007	190.0	9/1/2008	200.0
9/22/2006	20.0	10/1/2007	580.0	10/1/2008	1,940.0
9/25/2006	430.0	11/1/2007	5,910.0	11/1/2008	5,310.0
10/20/2006	4,390.0	12/1/2007	7,050.0	12/1/2008	6,940.0
11/22/2006	5,730.0	1/1/2008	7,170.0	1/1/2009	7,990.0
12/21/2006	6,510.0	2/1/2008	6,570.0	2/1/2009	6,710.0
1/22/2007	8,800.0	3/1/2008	5,960.0	3/1/2009	5,680.0
2/23/2007	6,270.0	4/1/2008	2,360.0	4/1/2009	2470.0
3/22/2007	5,190.0	5/1/2008	280.0	5/1/2009	250.0
4/20/2007	1,400.0	6/1/2008	200.0		
5/21/2007	240.0				

Meter Details BPS/IT-3 Account

Supply Name: RIVERVIEW MAINT BLDG
Account Number: 7026719105
Meter Number: 1722906
Facility Address: 7979 State Road
Department Code: 24 OSH

FY 2007 Billing Period Starting	Mcf	FY 2008 Billing Period Starting	Mcf	FY 2009 Billing Period Starting	Mcf
6/22/2006	0.0	6/21/2007	0.0	7/1/2008	0.0
7/24/2006	0.0	7/14/2007	0.3	8/1/2008	0.0
8/22/2006	0.0	8/14/2007	0.0	9/1/2008	0.7
9/22/2006	152.9	10/1/2007	113.5	10/1/2008	499.5
10/20/2006	1,053.0	11/1/2007	1,073.0	11/1/2008	1,347.6
11/22/2006	1,335.0	12/1/2007	1,531.3	12/1/2008	1,902.3
12/21/2006	1,537.2	1/1/2008	1,698.1	1/1/2009	2,391.6
1/22/2007	2,494.0	2/1/2008	1,647.4	2/1/2009	1,822.9
2/23/2007	1,526.7	3/1/2008	1,370.6	3/1/2009	1,612.0
3/22/2007	1,112.3	4/1/2008	517.4	4/1/2009	784.0
4/20/2007	240.2	5/1/2008	227.2	5/1/2009	77.7
5/21/2007	0.0	6/1/2008	0.0		

Meter Details BPS/IT-3 Account

Supply Name: RIVERSIDE CORRECTIONAL FACILITY
Account Number: 4961980012
Meter Number: 4961980012
Facility Address: 8001 STATE RD
Department Code: 23 PRISON SYSTEM

FY 2007 Billing Period Starting	Mcf	FY 2008 Billing Period Starting	Mcf	FY 2009 Billing Period Starting	Mcf
6/22/2006	690.9	6/21/2007	610.5	6/1/2008	373.2
7/24/2006	404.3	7/20/2007	627.9	7/1/2008	222.8
8/17/2006	811.4	8/22/2007	131.2	8/1/2008	496.4
9/22/2006	709.6	9/1/2007	592.8	9/1/2008	512.3
10/20/2006	1,486.2	10/1/2007	651.7	10/1/2008	954.6
11/22/2006	1,887.9	11/1/2007	1,819.9	11/1/2008	2,017.6
12/21/2006	2,186.5	12/1/2007	2,598.8	12/1/2008	2,709.8
1/22/2007	3,486.7	1/1/2008	2,748.5	1/1/2009	3,439.7
2/23/2007	2,351.2	2/1/2008	2,582.8	2/1/2009	2,458.4
3/22/2007	1,904.0	3/1/2008	2,095.2	3/1/2009	2,047.1
4/20/2007	843.5	4/1/2008	1,163.4	4/1/2009	1,010.5
5/21/2007	633.3	5/1/2008	850.2	5/1/2009	476.1

Meter Details BPS/IT-3 Account

Supply Name: RADIO SHOP/FLEET SHOP 423
Account Number: 9001608255
Meter Number: 1722831
Facility Address: 1117 Reed Street
Department Code: 25 FLEET MANAGEMENT

FY 2007 Billing Period Starting	Mcf	FY 2008 Billing Period Starting	Mcf	FY 2009 Billing Period Starting	Mcf
6/22/2006	0.0	6/21/2007	0.0	7/1/2008	0.0
7/24/2006	0.0	7/20/2007	0.4	8/1/2008	0.2
8/22/2006	0.0	8/22/2007	0.0	9/1/2008	2.7
9/22/2006	41.6	10/1/2007	37.5	10/1/2008	242.7
10/20/2006	471.8	11/1/2007	816.9	11/1/2008	801.0
11/22/2006	612.8	12/1/2007	1,583.0	12/1/2008	1,202.0
12/21/2006	752.6	1/1/2008	1,550.1	1/1/2009	1,427.5
1/22/2007	1,648.9	2/1/2008	1,201.9	2/1/2009	1,063.3
2/23/2007	846.6	3/1/2008	847.9	3/1/2009[1]	850.8
3/22/2007	591.1	4/1/2008	222.7	4/1/2009	402.9
4/20/2007	71.9	5/1/2008	6.7	5/1/2009	64.5
5/21/2007	0.0	6/1/2008	0.0		

Meter Details BPS/IT-3 Account

Supply Name: PHILADELPHIA NURSING HOME
Account Number: 5290957276
Meter Number: 1389588
Facility Address: 2101 Poplar Street
Department Code: 09 PNH

FY 2007 Billing Period Starting	Mcf	FY 2008 Billing Period Starting	Mcf	FY 2009 Billing Period Starting	Mcf
6/22/2006	310.0	6/21/2007	180.0	6/20/2008	140.0
7/24/2006	120.0	7/20/2007	180.0	7/21/2008	130.0
8/22/2006	170.0	8/22/2007	200.0	8/21/2008	130.0
9/22/2006	310.0	9/21/2007	170.0	9/22/2008	460.0
10/20/2006	1,380.0	10/22/2007	1,440.0	10/23/2008	1,490.0
11/22/2006	1,640.0	11/23/2007	2,650.0	11/21/2008	2,950.0
12/21/2006	2,560.0	12/21/2007	3,060.0	12/22/2008	3,540.0
1/16/2007	5,390.0	1/22/2008	3,500.0	1/20/2009	4,140.0
2/23/2007	2,660.0	2/22/2008	2,910.0	2/23/2009	2,300.0
3/22/2007	1,900.0	3/24/2008	1,390.0	3/20/2009	1,830.0
4/20/2007	320.0	4/21/2008	480.0	4/22/2009	390.0
5/21/2007	220.0	5/22/2008	200.0		

Meter Details BPS/IT-3 Account

Supply Name: PICC
Account Number: 3540623466
Meter Number: 1621319
Facility Address: 8203 State Road
Department Code: 23 PRISON SYSTEM

FY 2007 Billing Period Starting	Mcf	FY 2008 Billing Period Starting	Mcf	FY 2009 Billing Period Starting	Mcf
6/22/2006	1,086.1	6/21/2007	819.1	7/1/2008	718.3
7/24/2006	948.3	7/20/2007	872.5	8/1/2008	698.4
8/22/2006	1,118.1	8/22/2007	828.6	9/1/2008	750.7
9/22/2006	1,258.1	10/1/2007	1,276.9	10/1/2008	1,506.4
10/20/2006	2,488.4	11/1/2007	2,630.0	11/1/2008	2,557.8
11/22/2006	2,864.3	12/1/2007	3,761.1	12/1/2008	3,755.6
12/21/2006	3,217.8	1/1/2008	3,598.6	1/1/2009	4,531.0
1/22/2007	5,095.4	2/1/2008	3,171.9	2/1/2009	3,629.9
2/23/2007	3,412.2	3/1/2008	2,837.1	3/1/2009[1]	3,300.4
3/22/2007	2,566.4	4/1/2008	1,720.0	4/1/2009	2,017.2
4/20/2007	1,250.6	5/1/2008	1,327.2	5/1/2009	1,552.3
5/21/2007	982.5	6/1/2008	780.6		

Meter Details BPS/IT-3 Account

Supply Name: SATELLITE THERMAL PLANT
Supply Reference: 60593707
Facility Code: Unknown-8565351420
Account Number: 827996645

FY 2007 Billing Period Starting	Mcf	FY 2008 Billing Period Starting	Mcf	FY 2009 Billing Period Starting	Mcf
6/16/2006	4.0	6/13/2007	0.0	7/17/2008	0.0
7/24/2006	0.0	8/14/2007	0.0	8/8/2008	0.0
8/22/2006	0.0	9/14/2007	271.8	9/15/2008	1,292.1
9/13/2006	36.1	10/15/2007	7,056.5	10/10/2008	9,027.5
9/15/2006	2,142.4	11/19/2007	8,020.6	11/13/2008	11,903.7
10/20/2006	8,680.7	12/12/2007	12,131.3	12/15/2008	25,983.2
11/22/2006	3,379.6	1/15/2008	13,637.7	2/13/2009	13,207.8
12/21/2006	7,790.3	2/15/2008	24,348.3	3/20/2009	3,984.8
1/22/2007	16,651.8	5/19/2008	0.0	4/1/2009	7,160.9
2/21/2007	11,811.3	6/12/2008	0.0	5/1/2009	2,412.9
3/20/2007	7,023.0				
4/11/2007	5,907.6				
5/15/2007	586.4				

Meter Details BPS/IT-3 Account

Supply Name: PHILA INTL AIRPORT
Supply Reference: 4387857962
Account Number: 698685432

FY 2007 Billing Period Starting	Mcf	FY 2008 Billing Period Starting	Mcf	FY 2009 Billing Period Starting	Mcf
6/22/2006	0.0	6/21/2007	0.0	6/20/2008	0.0
7/24/2006	0.0	7/20/2007	0.0	7/21/2008	0.0
8/22/2006	0.0	8/22/2007	0.0	8/21/2008	0.0
9/22/2006	1,905.0	9/21/2007	2,947.0	9/22/2008	2,590.0
10/20/2006	11,191.0	10/22/2007	12,046.0	10/22/2008	9,099.0
11/22/2006	4,263.0	11/23/2007	12,361.0	11/21/2008	13,266.0
12/21/2006	8,789.0	12/21/2007	14,490.0	12/22/2008	15,077.0
1/22/2007	20,277.0	1/22/2008	14,613.0	1/20/2009	17,079.0
2/23/2007	13,185.0	2/22/2008	13,506.0	2/23/2009	10,840.0
3/22/2007	11,571.0	3/24/2008	10,093.0	3/20/2009	4,288.0
4/20/2007	5,608.0	4/21/2008	7,336.0	4/1/2009	8,550.0
5/21/2007	19.0	5/22/2008	0.0	5/1/2009	3,723.0

Meter Details BPS/IT-3 Account

Supply Name: ONE PARKWAY BLDG
Account Number: 3914143653
Meter Number: 1884577
Facility Address: 1515-29 Arch Street
Department Code: 20 PUBLIC PROPERTY

FY 2007 Billing Period Starting	Mcf	FY 2008 Billing Period Starting	Mcf	FY 2009 Billing Period Starting	Mcf
6/22/2006	0.0	6/21/2007	0.0	7/1/2008	0.0
7/24/2006	0.0	7/20/2007	0.0	8/1/2008	0.0
8/22/2006	0.0	8/22/2007	0.0	9/1/2008	7.2
9/22/2006	0.0	10/1/2007	162.2	10/1/2008	629.9
9/25/2006	274.5	11/1/2007	1,905.7	11/1/2008	2,369.3
10/17/2006	1,673.5	12/1/2007	3,438.4	12/1/2008	3,440.9
11/22/2006	1,890.2	1/1/2008	3,555.1	1/1/2009	4,765.3
12/21/2006	2,358.6	2/1/2008	3,051.9	2/1/2009	3,197.7
1/22/2007	5,002.6	3/1/2008	2,056.0	3/1/2009	2,571.6
2/23/2007	2,808.9	4/1/2008	531.3	4/1/2009	1,036.8
3/22/2007	1,742.1	5/1/2008	201.8	5/1/2009	242.6
4/20/2007	266.0	6/1/2008	0.0		
5/21/2007	0.0				

Meter Details BPS/IT-3 Account

Supply Name: MUNICIPAL SERVICES BLDG
Account Number: 4495300741
Meter Number: 1756664
Facility Address: 1401 J.F.K. Boulvard
Department Code: 20 PUBLIC PROPERTY

FY 2007 Billing Period Starting	Mcf	FY 2008 Billing Period Starting	Mcf	FY 2009 Billing Period Starting	Mcf
6/22/2006	0.0	6/21/2007	0.0	7/1/2008	0.0
7/24/2006	0.0	7/20/2007	0.0	8/1/2008	0.0
8/22/2006	0.0	8/22/2007	0.0	9/1/2008	0.0
9/22/2006	5.0	10/1/2007	102.0	10/1/2008	528.0
10/20/2006	1,026.0	11/1/2007	1,079.0	11/1/2008	1,973.0
11/22/2006	1,803.0	12/1/2007	2,662.0	12/1/2008	2,970.0
12/21/2006	2,205.0	1/1/2008	2,685.0	1/1/2009	3,728.0
1/21/2007	3,481.0	2/1/2008	2,352.0	2/1/2009	2,629.0
2/20/2007	2,499.0	3/1/2008	1,869.0	3/1/2009	2,002.0
3/22/2007	1,569.0	4/1/2008	523.0	4/1/2009	536.0
4/20/2007	74.0	5/1/2008	200.0	5/1/2009	0.0
5/21/2007	0.0	6/1/2008	0.0		

Meter Details BPS/IT-3 Account

Supply Name: MEDICAL EXAMINERS OFFICE
Account Number: 8797049023
Meter Number: 1546323
Facility Address: 321 University Ave
Department Code: 14 HEALTH DEPARTMENT

FY 2007 Billing Period Starting	Mcf	FY 2008 Billing Period Starting	Mcf	FY 2009 Billing Period Starting	Mcf
6/12/2006	0.0	6/21/2007	0.0	7/1/2008	0.0
7/17/2006	0.0	7/20/2007	0.0	8/1/2008	0.0
8/22/2006	0.0	8/22/2007	0.0	9/1/2008	0.0
9/22/2006	0.0	10/1/2007	40.0	10/1/2008	450.0
10/20/2006	1,952.0	11/1/2007	924.0	11/1/2008	1,207.0
11/22/2006	2,897.0	12/1/2007	756.0	12/1/2008	1,789.0
12/21/2006	3,638.0	1/1/2008	1,066.0	1/1/2009	1,041.0
1/22/2007	2,806.0	2/1/2008	1,350.0	2/1/2009[1]	335.3
2/23/2007	1,326.0	3/1/2008	1,186.0	3/1/2009	137.7
3/22/2007	32.0	4/1/2008	360.0	4/1/2009	73.6
4/20/2007	26.0	5/1/2008	0.0	5/1/2009	38.5
5/21/2007	0.0	6/1/2008	2.0		

Meter Details BPS/IT-3 Account

Supply Name: HORTICULTURAL GREENHOUSES
Account Number: 2831121436
Meter Number: 1533332
Facility Address: 1 HORTICULTURAL DR
Department Code: 17 FAIRMOUNT PARK

FY 2007 Billing Period Starting	Mcf	FY 2008 Billing Period Starting	Mcf	FY 2009 Billing Period Starting	Mcf
6/15/2006	0.0	6/21/2007	0.0	7/1/2008	0.0
7/24/2006	0.0	7/20/2007	0.0	8/1/2008	0.0
8/22/2006	0.0	8/22/2007	0.0	9/1/2008	2.7
9/22/2006	232.3	10/1/2007	344.5	10/1/2008	619.4
10/20/2006	1,562.8	11/1/2007	2,001.0	11/1/2008	1,305.8
11/22/2006	1,741.3	12/1/2007	2,350.7	12/1/2008	1,827.7
12/21/2006	2,246.4	1/1/2008	2,226.2	1/1/2009	2,155.2
1/22/2007	2,878.0	2/1/2008	2,158.6	2/1/2009	1,589.5
2/23/2007	1,853.7	3/1/2008	1,446.2	3/1/2009	1,390.5
3/22/2007	1,590.8	4/1/2008	702.3	4/1/2009	843.9
4/20/2007	200.5	5/1/2008	220.1	5/1/2009	22.3
5/21/2007	0.2	6/1/2008	0.0		

Meter Details BPS/IT-3 Account

Supply Name: HOC CENTRAL MAINTENANCE
Account Number: 5983596141
Meter Number: 1646871
Facility Address: 8001 State Road
Department Code: 23 PRISON SYSTEM

FY 2007 Billing Period Starting	Mcf	FY 2008 Billing Period Starting	Mcf	FY 2009 Billing Period Starting	Mcf
6/22/2006	540.0	6/21/2007	379.2	7/1/2008	544.7
7/24/2006	572.9	7/20/2007	479.3	8/1/2008	494.2
8/22/2006	630.8	8/22/2007	432.1	9/1/2008	551.5
9/22/2006	602.2	10/1/2007	588.0	10/1/2008	725.2
10/20/2006	957.6	11/1/2007	1,003.1	11/1/2008	817.6
11/22/2006	951.7	12/1/2007	1,182.1	12/1/2008	1,166.8
12/21/2006	1,020.1	1/1/2008	1,210.4	1/1/2009	1,295.4
1/22/2007	1,578.1	2/1/2008	1,190.3	2/1/2009	960.7
2/23/2007	1,030.3	3/1/2008	867.3	3/1/2009	979.8
3/22/2007	626.5	4/1/2008	722.6	4/1/2009	753.6
4/20/2007	533.0	5/1/2008	556.9	5/1/2009	604.4
5/21/2007	508.4	6/1/2008	525.6		

Meter Details BPS/IT-3 Account

Supply Name: HOC HEAT/DHW
Meter Number: 2023955
Account Number: 3049447483
Facility Address: 8001 State Road
Department Code: 23 PRISON SYSTEM

FY 2007 Billing Period Starting	Mcf	FY 2008 Billing Period Starting	Mcf	FY 2009 Billing Period Starting	Mcf
6/17/2006	1,542.5	6/21/2007	897.1	7/1/2008	652.2
7/24/2006	740.4	7/20/2007	874.3	8/1/2008	853.1
8/22/2006	994.8	8/22/2007	589.0	9/1/2008	853.9
9/22/2006	1,521.1	10/1/2007	1,396.2	10/1/2008	3,232.3
10/20/2006	8,750.3	11/1/2007	8,192.1	11/1/2008	6,664.9
11/22/2006	8,376.7	12/1/2007	10,153.7	12/1/2008	9,576.2
12/21/2006	10,029.1	1/1/2008	10,170.9	1/1/2009	11,993.3
1/22/2007	11,888.9	2/1/2008	9,415.5	2/1/2009	9,884.3
2/23/2007	9,506.9	3/1/2008	8,070.0	3/1/2009	9,174.4
3/22/2007	9,476.1	4/1/2008	2,720.8	4/1/2009	4,900.5
4/20/2007	2,257.5	5/1/2008	319.6	5/1/2009	1,337.6
5/21/2007	1,201.0	6/1/2008	634.6		

Meter Details BPS/IT-3 Account

Supply Name: FLEET SHOP 134
Account Number: 8996004122
Meter Number: 1377228
Facility Address: 100 E. HUNTING PARK AVENUE A
Department Code: 25 FLEET MANAGEMENT

FY 2007 Billing Period Starting	Mcf	FY 2008 Billing Period Starting	Mcf	FY 2009 Billing Period Starting	Mcf
6/22/2006	0.0	6/21/2007	0.0	7/1/2008	0.0
7/20/2006	0.0	7/20/2007	0.0	8/1/2008	3.0
8/22/2006	0.0	8/22/2007	2.0	9/1/2008	8.0
9/22/2006	106.0	10/1/2007	239.0	10/1/2008	246.0
10/20/2006	945.0	11/1/2007	1,323.0	11/1/2008	925.0
11/22/2006	1,103.0	12/1/2007	1,686.4	12/1/2008	1,459.0
12/21/2006	1,400.0	1/1/2008	1,380.0	1/1/2009	1,810.0
1/22/2007	1,876.0	2/1/2008	1,231.0	2/1/2009	1,207.0
2/22/2007	1,417.0	3/1/2008	1,467.0	3/1/2009	1,232.0
3/22/2007	950.0	4/1/2008	674.0	4/1/2009	711.0
4/20/2007	80.0	5/1/2008	105.0	5/1/2009	167.0
5/21/2007	0.0	6/1/2008	0.0		

Meter Details BPS/IT-3 Account

Meter Details BPS/IT-3 Account

Supply Name: DETENTION CTR
Account Number: 9373101602
Meter Number: 1526403
Facility Address: 8201 State Road
Department Code: 23 PRISON SYSTEM

FY 2007 Billing Period Starting	Mcf	FY 2008 Billing Period Starting	Mcf	FY 2009 Billing Period Starting	Mcf
6/22/2006	947.0	6/21/2007	619.0	7/1/2008	551.0
7/24/2006	652.0	7/20/2007	609.0	8/1/2008	588.0
8/22/2006	926.0	8/22/2007	703.0	9/1/2008	652.0
9/22/2006	1,465.0	10/1/2007	1,255.0	10/1/2008	2,288.0
10/20/2006	4,004.0	11/1/2007	3,717.0	11/1/2008	3,988.0
11/22/2006	4,132.0	12/1/2007	4,915.0	12/1/2008	4,903.0
12/21/2006	4,693.0	1/1/2008	5,044.0	1/1/2009	5,413.0
1/22/2007	5,924.0	2/1/2008	4,642.0	2/1/2009	4,799.0
2/23/2007	4,536.0	3/1/2008	4,472.0	3/1/2009	4053.0
3/22/2007	4,397.0	4/1/2008	2,533.0	4/1/2009	2680.0
4/20/2007	1,339.0	5/1/2008	1,355.0	5/1/2009	966.0
5/21/2007	928.0	6/1/2008	806.0		

Supply Name: CRIMINAL JUSTICE CTR
Account Number: 9471058062
Meter Number: 1785666
Facility Address: 1301 Filbert Street
Department Code: 20 PUBLIC PROPERTY

FY 2007 Billing Period Starting	Mcf	FY 2008 Billing Period Starting	Mcf	FY 2009 Billing Period Starting	Mcf
6/22/2006	11,780.0	6/21/2007	9,770.0	7/1/2008	11,920.0
7/24/2006	11,080.0	7/20/2007	11,410.0	8/1/2008	9,270.0
8/22/2006	7,930.0	8/22/2007	8,090.0	9/1/2008	7,640.0
9/22/2006	0.0	10/1/2007	6,450.0	10/1/2008	4,230.0
9/26/2006	3,770.0	11/1/2007	180.0	11/1/2008	4,020.0
10/20/2006	3,910.0	12/1/2007	5,290.0	12/1/2008	4,730.0
11/22/2006	3,690.0	1/1/2008	5,410.0	1/1/2009	6,660.0
12/21/2006	4,280.0	2/1/2008	5,160.0	2/1/2009	5,300.0
1/22/2007	7,300.0	3/1/2008	4,030.0	3/1/2009	5,280.0
2/23/2007	4,790.0	4/1/2008	3,560.0		
3/22/2007	4,340.0	5/1/2008	4,240.0		
4/20/2007	5,010.0	6/1/2008	10,280.0		
5/21/2007	8,730.0				

Meter Details BPS/IT-3 Account

Supply Name: BELMONT WTP
Supply Reference: 4711994101
Facility Address: 4300 Ford Road
Account Number: 770522917

FY 2007 Billing Period Starting	Mcf	FY 2008 Billing Period Starting	Mcf	FY 2009 Billing Period Starting	Mcf
6/18/2006	0.0	6/21/2007	0.0	6/20/2008	0.0
7/12/2006	0.0	7/18/2007	0.0	7/21/2008	0.0
8/22/2006	0.0	8/22/2007	0.0	8/21/2008	0.0
9/22/2006	68.0	9/21/2007	0.0	9/22/2008	85.0
10/20/2006	944.0	10/22/2007	1,202.0	10/22/2008	1,303.0
11/22/2006	1,476.0	11/23/2007	1,582.0	11/21/2008	1,921.0
12/21/2006	1,654.0	12/21/2007	1,576.0	12/22/2008	603.0
1/22/2007	2,746.0	1/22/2008	1,861.0	1/1/2009	2,108.0
2/23/2007	1,704.0	2/22/2008	1,501.0	2/1/2009	1,697.0
3/22/2007	1,057.0	3/24/2008	813.0	3/1/2009	1,553.0
4/20/2007	77.0	4/21/2008	0.0	4/1/2009	662.0
5/21/2007	0.0	5/22/2008	0.0	5/1/2009	0.0

Meter Details BPS/IT-3 Account

Supply Name: BAXTER WTP
Supply Reference: 9067662755
Facility Address: 9001 STATE RD
Account Number: 556941012

FY 2007 Billing Period Starting	Mcf	FY 2008 Billing Period Starting	Mcf	FY 2009 Billing Period Starting	Mcf
5/17/2006	0	6/12/2007	10	6/12/2008	0
6/22/2006	0	8/14/2007	0	8/8/2008	0
7/17/2006	0	9/14/2007	0	9/15/2008	2,520.00
8/15/2006	0	10/16/2007	5,000.00	11/21/2008	3,610.00
9/12/2006	0	12/17/2007	4,020.00	12/22/2008	1,050.00
10/13/2006	1,660.00	1/14/2008	4,080.00	1/1/2009	3,860.0
11/14/2006	2,640.00	2/15/2008	6,430.00	2/1/2009	3,420.0
12/14/2006	3,360.00	4/22/2008	0	3/1/2009	3,360.0
1/19/2007	3,410.00	5/19/2008	0	4/1/2009	1,490.0
2/15/2007	3,620.00			5/1/2009	0.0
3/15/2007	3,500.00				
5/14/2007	3,490.00				

APPENDIX B

CITY OF PHILADELPHIA

INTERRUPTIBLE TRANSPORTATION

GAS SERVICE

SUPPLIER QUALIFICATION

SUBMISSION

REQUIREMENTS

Appendix B

City of Philadelphia
Interruptible Transportation Gas Service
Supplier Qualification Submission Requirements

Vendor warrants that it has obtained all necessary permits and licenses with the Commonwealth of Pennsylvania, the City of Philadelphia, and Philadelphia Gas Works.

Please fill in required information.

Commonwealth of Pennsylvania
Natural Gas Supplier License A - _____
Date License Approved _____

City of Philadelphia
Philadelphia Business Privilege Number _____
Philadelphia Business Tax Number _____

Philadelphia Gas Works
Rate DB Service Agreement
Effective Start Date _____

Vendor warrants that it has been engaged for at least one calendar year prior to the bid opening date in the business of supplying natural gas to industrial or commercial customers with a history of providing reliable and satisfactory service.

Vendor warrants that it has shipped a minimum of one million Dth of gas annually for at least one year to customers on Texas Eastern Transmission Company (TETCO) to Zone M2 or M3 and/or Transcontinental Gas Company (Transco) to Zone 4, 5 or 6.

TETCO	Total annual volume	_____	Year	_____
Transco	Total annual volume	_____	Year	_____

Vendor agrees to supply with its bid its most current Pennsylvania Public Utility Commission Natural Gas Supplier Application Package, Section II: License Application (note that the vendor does not need to submit the entire package, only Section II).

Authorized Vendor Signature_____ Date _____

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.

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

INSTRUCTIONS FOR GETTING PAID BY THE CITY OF PHILADELPHIA

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

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

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

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

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

BIDDERS GUIDELINES*

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

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

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

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

CITY OF PHILADELPHIA
PROCUREMENT DEPARTMENT
Public Information Unit

ATTENTION VENDORS

If your company would like to receive the results of a particular bid, the Public Information Unit of the Procurement Department will forward this information to you at a **$10.00 fee, company check or money order only, no personal checks or cash,** for **each** bid number requested. Please be advised that bid tabulations **are not available** by telephone. If you have any questions, Please call 215-686-4755 or 215-686-4756.

BID RESULTS REQUEST FORM

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

Date of Request:_____

Bid Number Requested: _____ Opening Date: _____

Company Name: _____
Company Representative: _____
Address: _____
_____

Telephone No.: _____ Fax No.: _____

Mail this Request to the address below and enclose the following items:

- ☐ Company check or Money Order payable to **"City of Philadelphia"**
- ☐ A self-addressed stamped envelope which is at least 9 ½ " x 12 ½ " or larger for each Bid requested.

Failure to send either of the above items, will void your request.

Mail Request To:
The Procurement Department Public Information Unit
Attention: Bid Results
1401 JFK Blvd.
Room 170B
Philadelphia, PA 19102

COMPANY CHECK OR MONEY ORDER ONLY

Revised 09/08

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

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

Hugh Ortman
Procurement Commissioner

Master Bid Security Program for Service, Supplies and Equipment Bids
Period of Coverage: July 1, 2009 – June 30, 2010

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

Dear Vendor:

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

To file for coverage under the Bid Security Program, for the period **July 1, 2009 to June 30, 2010**, complete the enclosed application and return it with a check for **$120.00.** Make the check payable to "**City of Philadelphia**". It is **non-refundable.** To clarify the precise use of the check, enter the words "**Bid Security Program**" **2009– 2010** on the face of the check.

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

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

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

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

Company Name: _____

Fed EIN/SSN: _____

Street Address _____

City, State, Zip: _____

Contact Person: _____

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

☐ A. Check payable to the City of Philadelphia in the amount of $120.00 for 7/1/09 to 6/30/10

DO NOT SEND CASH. NO PERSONAL CHECKS.

Internal Use Only

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

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

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

Rob Dubow
Director of Finance

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

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

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

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

Vendor Information Payment Reference Guide

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

BID SUBMISSION

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

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

AMOUNT OF BID OR ESTIMATED. CONTRACT	AMOUNT OF CERTIFIED CHECK
$ 30,000.00 or less	No Check Required
$ 30,000.01 - $ 99,999.99	$ 500.00
$100,000.00 - $249.999.99	$2,000.00
$250,000.00 - $499,999.99	$4,000.00
$500,000.00 or more	$6,000.00

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

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

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

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

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

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

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

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

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

EVALUATION AND AWARD

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

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

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

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

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

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

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

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

CONTRACT EXECUTION AND CONFORMANCE

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

a. Successful bidder posts sufficient performance security, as required in the Invitation and Bid, within the time specified in the written notice of award;

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

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

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

e. Execution of the Contract by the Procurement Commissioner.

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

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

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

(a) WORKERS COMPENSATION AND EMPLOYERS LIABILITY

(1) Workers' Compensation – Statutory limits

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

(3) Other states insurance including Pennsylvania

(b) GENERAL LIABILITY INSURANCE

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

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

(c) AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

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

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

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

f. The Procurement Department's determination that the Contractor is not a responsible bidder on the Invitation and Bid, where such determination is made, and is based upon, information received after award of the Contract and/or after execution of the Contract by the Procurement Commissioner and/or after satisfaction of any or all other conditions of a binding Contract set forth in Section 2 above.

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

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

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

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

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

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

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

TAX MATTERS

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

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

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

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

"Subcontractor hereby certifies and represents that subcontractor and subcontractor's parent company(ies) and subsidiary(ies) are not currently indebted to the City of Philadelphia ("City"). and will not at any time during the term of Contractor's Contract with the City (the "Contract"), including any extensions or renewals thereof, be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available at law or in equity, subcontractor acknowledges that any breach 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)."

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

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

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

GENERAL INFORMATION

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

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

25. NONDISCRIMINATION.

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

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

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

a. Gifts. Executive Order No. 02-04 prohibits City employees from soliciting or accepting anything of value from any person or entity seeking to initiate or maintain a business relationship with the City of Philadelphia, its departments, boards, commissions, and agencies. Bidder understands and agrees that if it offers anything of value to a City official or employee under circumstances where the receipt of such item would violate the provisions of this Executive Order shall be subject to sanctions with respect to future City Contracts. Such sanctions may range from disqualification from participation in a particular Contract to debarment, depending on the nature of the violation. All bidders, agents or intermediaries who are solicited for gifts or gratuities by City employees are urged to report these incidents to the Inspector General, Aramark Tower, Third Floor, 1101 Market Street, Philadelphia, PA 19107.

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

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

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

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

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

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

connection with this subparagraph (c) and/or any failure to comply with the provisions of this subparagraph (c) shall constitute a substantial breach of any Contract resulting from the Invitation and Bid entitling the City to all rights and remedies provided in this bid or otherwise available in law (including, but not limited to, Section 17-104 of the Philadelphia Code) or at equity. In addition, it is understood that false certification or representation is subject to prosecution under IS Pa.C.S. Section 4904.

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

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

29. PHILADELPHIA 21st CENTURY MINIMUM WAGE STANDARD. If Contractor is an Employer, as defined at Philadelphia Code Section 17-1303, Contractor shall comply with the minimum compensation standards by providing its employees with an hourly wage, excluding benefits, at least 150 percent of the federal or state minimum wage, whichever is higher, as more fully set forth at Philadelphia Code Chapter 17-1300. The Contractor shall promptly provide to the City all documents and information verifying its compliance with the requirements of Section 17-1300. Furthermore, Contractor shall notify each affected employee what wages are required to be paid.

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

SIGNING OF BIDS

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

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

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

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

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

This _____day of_____20

(Signature of Owner, Partner)	**(Type or Print Name and Title)**
(Business Name of Bidder)	
(Address, including Zip Code)	**(Telephone Number, including Area Code)**

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

This_____day of_____20

CORPORATE SEAL

	(Corporate or Business Name of Bidder)
(Address, including Zip Code)	**(Telephone Number, including Area Code)**
(Signature of President or Vice President)	**(Signature of Secy., Asst. Secy., Treas. or Asst. Treas.)**
(Type or Print Name and Title)	**(Type or Print Name and Title)**

APPROVED AS TO FORM	**CONTRACT EXECUTION**
(Assistant City Solicitor)	**(Procurement Commissioner)**

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

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

Hugh Ortman
Procurement Commissioner

Dear Valued Vendor,

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

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

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

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