BID OPENING DATE AND TIME

On: May 4, 2009 **AT: 10:30 A.M.**

BID NO.	PAGE	INVITATION AND BID ADVERTISED	BIDDER MUST COMPLETE BELOW
S0Z56040	1 OF 64		BIDDER AGREES TO COMPLY WITH ALL CONDITIONS OF THIS BID. UNSIGNED BIDS WILL NOT BE ACCEPTED.

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

DEPARTMENT	DIVISION
Various	Various

AWARDED

DATE

FOR THE PROCUREMENT COMMISSIONER

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

NAME AND ADDRESS OF FIRM

Federal EIN/Social Security Number

BUYER D. Isaac
J. Washington

TITLE OF BID **WATER TREATMENT CHEMICALS**

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: Water Treatment Chemicals**

1.2 **SCHEDULE NO: 60**

1.3 **CONTRACT TERM**: 07/01/2009 to 06/30/2010. 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 The City shall exercise such sole option to renew the Contract Term by issuing a letter (the "Renewal Notice") notifying the Contractor that the Contract is renewed for the Renewal Term or Additional Performance Period (identified by commencement and termination dates) that is specified in the Renewal Notice. The Contract shall be deemed to be renewed for such Renewal Term or Additional Performance Period, and Contractor shall be obligated to perform all terms and conditions of the Contract throughout such Renewal Term or Additional Performance Period, as of the effective date indicated on the City's Renewal Notice, whether or not Contractor has agreed, verbally or in writing, to such renewal of the Contract term.

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

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

1.4 **CONTRACT TYPE: REQUIREMENTS**

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

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

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

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

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

1.6 **STATEMENT OF DIRECTION:**
It is the intent of the City of Philadelphia to make an award for **Water Treatment Chemicals** for the various City agencies and departments as specified herein during the contract period.

1.7 **BID SECURITY**

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

All bids submitted with a total greater than $30,000.00 must be accompanied by the proper Bid Security.

Bidders already enrolled in the City's Master Bid Security Program for

July 1, 2008 to June 30, 2010 are not required to provide Bid Security if their bid total is $500,000.00 or less (per paragraph 2 of "Terms and Conditions of Bidding and Contract").

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

1.7.3 **Bids Opening July 1, 2008 through June 30, 2010**
Bidders may qualify for the Master Bid Security Program described above for **July 1, 2008 – June 30, 2010** by submitting a check in the amount of **$175.00** made payable to the City of Philadelphia. The check should be submitted, under separate cover, to the Bid Unit Supervisor at least one day prior to the first bid that the bidder wants covered under the program and is *non-refundable.* Or if, and only if, the bidder chooses to submit the check for the Master Bid Security Program with their bid, the check **MUST** be in the form of a Certified, Treasurer's or Cashier's Check, Bank or United States Postal Money Order and is non-refundable.

If the bidder is not enrolled and does not intend to enroll; or if the total value of the bid submitted exceeds $500,000.00, the Master Bid Security Program is not applicable. Bidders instead MUST submit with their bid a refundable Certified, Treasurer's or Cashier's Check, Bank Money Order or United States Postal Money Order in the amount as specified in Paragraph 2 entitled "Bid Security", of the "Terms and Conditions of Bidding and Contract".

1.8 **BID INFORMATION**:

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

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

1.9 **BID SUBMISSION**:

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

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

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

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

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

1.9.6 **BID PROCESSING FEE:**
All bids submitted where the bid total is greater than $30,000 shall be accompanied by the proper Bid Processing Fee. The fee shall be in the form of a separate check or money order in accordance with Paragraph 3 of the "Terms and Conditions of Bidding and Contract."

1.9.7 When M-BE, W-BE or DS-BE ranges are required on an Invitation and Bid, bidders are reminded that the submission of a blank "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 of the bid. The City reserves the right to only respond to those questions submitted prior to the stated deadline.** If it is in the City's best interest to do so, the bid MAY be amended to reflect the proposed changes/modifications. **Exceptions taken DO NOT obligate the City to change the specifications. The City of Philadelphia, Procurement Department will notify all bidders in writing, by addendum duly issued, of any interpretations/changes made to specifications or instructions. The City will not accept responsibility for oral instructions, suggestions or changes by any City agency.**

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

1.9.9 **DO NOT SUBMIT MATERIAL SAFETY DATA SHEETS WITH BID**

(See Paragraph 2.9)

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

1.9.11 In paragraph 2.2 please note Proof of Compliance to be submitted at the time of the bid.

1.9.12 **CONTACT PERSON(S):**

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

Name:_____

Address:_____

City/State/ZC:_____

Telephone No.(_____)_____ Ext.:_____

Fax No.(_____)_____

E-mail address_____

State Company Web Site Address:_____

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

Name:_____

Address:_____

City/State/ZC:_____

Telephone No.(_____)_____ Ext.:_____

Fax No.(_____)_____

E-mail address_____

1.9.13 **ALTERNATES SUBMITTED:**
If an alternate to any item is offered, bidder must follow instructions in Paragraph 4 of "Terms and Conditions of Bidding and Contract". State the brand name and the model number of each alternate offered. Detailed technical information on the alternate should accompany the bid.

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

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

1.10 **BIDDER QUALIFICATION:**

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

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

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

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

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: GENERAL ITEM/SPECIFICATION REQUIREMENTS

2.1 Successful bidder(s) shall be required to supply the City of Philadelphia's various agencies with chemicals as listed in Sections 2 and 5 of this Invitation and Bid.

2.2 Water Treatment Chemicals suppliers must comply with PA Code, Title 25, Chapter 109.606 for all items in Section 2: Specifications and Section 5 Pricing. Proof of compliance with the state law for all items specified shall be submitted with the bid.

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

2.3 Items shall be in accordance with Procurement Department Specification 5-C-9n:10 dated 4/1/09 (attached). Bidders are requested to retain the specifications for future reference.

Materials identified in Procurement Department Specification 5-C-9n:10 as direct additives used in treatment of potable water should be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects.

The vendor shall supply a certified weight certificate and a certificate of analysis with each delivery. The analysis shall include product content as required in **2.8 Specific Requirements – Water Treatment Chemicals**.

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

2.4 The successful vendor will be required to deliver material within five (5) working days following the request from the using agency, unless otherwise specified in Section 2.8

Specific Requirements. If the successful vendor is unable to provide the required material in the time-frame specified, he/she must so notify the using City department, agency, etc., no later than two (2) hours after the request is received or if the City office is closed during the two (2) hour notification period, by 10:00 AM the next business day.

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

2.5 COPIES OF BID SPECIFICATIONS

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

2.6 PRODUCT CONTAMINANT LANGUAGE

The successful vendor shall certify that contaminants in the drinking water treatment chemical will not cause the finished water to exceed the maximum contaminant level (MCL) identified in the regulated drinking water contaminant list as specified in 40 CFR, part l4l National Drinking Water Regulations, when the product is applied at the maximum usage level as listed by the supplier in the latest version of the ANSI/NSF Listings, Standard 60, Drinking Water Additives - Health Effects.

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

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

2.7 SECURITY OF DELIVERED CHEMICALS

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

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

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

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

Seals specifications are described in the paragraph 2.7.2.

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

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

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

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

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

Fax numbers to be used are:

Baxter WTP – 215-333-9453
Belmont WTP – 215-878-7393

Queen Lane WTP – 215-685-2161
Southeast WPCP-215-271-8899
Southwest WPCP-215-685-4063
Northeast WPCP-215-288-3412

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

2.7.2 Tamper Resistant Security Seals Specifications

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

CITY OF
PHILADELPHIA
WATER DEPT.
# # # # # # #

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

2.7.3 Off-hour Bulk Chemical Delivery Criteria

Notwithstanding the other requirements defined in Section 2.7.1, vendors are advised that there are additional safeguards which are imposed whenever the

delivery of bulk chemicals is to occur during off-hours, defined as 6:00 PM to 6:00 AM, Monday through Friday plus all Saturdays and Sundays.

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

Fax the ID number or the license plate number of the bulk chemical truck to the facility receiving the product. See 2.7.1 for fax numbers.

Fax the truck driver name

Fax the ID number from the tamper resistant seals applied to the fill pipe/valves and discharge pipe/valves on the delivery truck

The fax communication shall be sent during the conventional business hours, Monday through Friday, 8:00 AM to 3:00 PM, prior to delivery.

Upon arrival at the receiving plant entry gate, the bulk chemical truck driver shall communicate with the Senior Plant Operator by telephone or via the use of the intercom system. If the driver has access to a cellular phone, he/she may call the senior plant Operator's number, as follows:

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

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

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

Should there be an accidental spill or release of product during the unloading process, the truck driver is to immediately communicate with the receiving

plant representative to initiate the appropriate steps to stop the release, make the area safe for responders and to assist with the clean-up.

2.7.4 **CHEMICAL SPILL RESPONSE REQUIREMENTS**

Each chemical vendor shall furnish the name, address and telephone number of a qualified Hazmat Response Team. This team shall be supplied by the vendor to clean-up and mitigate a chemical spill caused by the vendor or its designee. The Hazmat Response Team must meet OSHA requirements and be available twenty-four (24) hours per day, seven (7) days per week. Response to a hazardous material clean-up shall occur within eight (8) hours of notification by the treatment plant or the authorized representative, Spill mitigation actions taken by PWD personnel shall not be construed as a replacement for Chemical Spill Response. The Plant Manager or authorized designee shall make the determination of need for Hazmat Response Team Assistance. Vendor must supply information on response team prior to first shipment.

2.8 SPECIFIC REQUIREMENTS - WATER TREATMENT CHEMICALS

2.8.1 ACTIVATED CARBON-POWDERED
30730 001 130

In accordance with Procurement Department
Specification 5-C-9n:10, Item 3.1
(para. 5.1).

Basis of Award: Based on the lowest combined total price per ton of Activated Carbon and price per ton for delivery.

DELIVERY POINTS:

Queen Lane Filters: 3545 Fox Street (19129)

Belmont Filters: 4300 Ford Road (19131)

Baxter Filters: 9001 State Road (19136)

Pre Certification:

Vendor must have submitted a sample of activated carbon for pre-certification prior to the submittal of bid response. Pre-certification for % removal of Geosmin shall be conducted by the City of Philadelphia Bureau of Laboratory Services (BLS) using a standard protocol and analysis method. BLS maintains a list of all products, which are certified as meeting the bid specifications. It is the responsibility of the vendor to pre-certify any carbon product prior to the submission of a bid response. Failure to follow the pre-certification procedures will automatically be cause for bid disqualification. For further information on the current list of certified carbon products or to arrange for product pre-certification please contact:

Bureau of Laboratory Services
1600 E. Hunting Park Avenue
Philadelphia, PA 19124
Mr. Adam Eyring
215-685-1437

DELIVERY:

Deliveries will be made as needed and requested by the Chief Operator. Shipments of Activated Carbon shall be made in water-tight pneumatic trailer trucks. Bulk shipments shall be 40,000 lbs. minimum. However, Belmont Plant will not accept any delivery in excess of 40,000 lbs. In the event of an emergency, Activated Carbon shall be made available in bags at the corresponding price. Deliveries will be made between 8:00 AM and 4:00 PM. At delivery, when requested, the driver will be required to provide a sample from the truckload being delivered to confirm results with Water Department Laboratories.

The successful vendor will be required to deliver material within (5) calendar days following the request from the using agency. If the successful vendor is unable to provide the required material in the time frame specified, he/she must so notify the using City department, agency, etc., not later than four (4) hours after the request is received, or if the City office to be notified is closed during the four (4) hour notification period, by noon (12) PM the next business day.

In the event that the contractor cannot or does not supply material in the time frame referred above, the City reserves the right to purchase material on the open market and the supplier of record will be required to reimburse the City the price differential, if any.

Bidders must supply manufacturer's certification of compliance with these specifications with submittal of bid.

Basis of Award: Based on the lowest price per ton of Activated Carbon. Price to include delivery to all City of Philadelphia locations.

2.8.2 **ALUMINUM SULFATE - LIQUID**
30730 001 131
Material shall be as specified in Procurement Department Specification 5-C-9n:10, Item 3.2
(para. 5.2) for Aluminum Sulfate Liquid, delivered in tank trucks to the following locations:

Queen Lane Water Treatment Plant
3545 Fox St., Phila., PA 19129

Basis of Award: Based on the combined lowest price per ton of Aluminum Sulfate including delivery to designated locations.

DELIVERY:

As needed and requested by the Chief Operator of each delivery point. Deliveries shall be by motor trucks properly lined for the service with air pressure or pump to deliver through lines provided therefore, to plant storage tanks at each point.

Deliveries shall arrive at the plants between 8:00 A.M. and 4:00 P.M.

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

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

The City shall not be held responsible for demurrage charges, therefore, the vendor shall make allowances for the unloading time required at each of the delivery points in the bid price.

2.8.3 **AMMONIUM HYDROXIDE (AQUA AMMONIA)**

30730 001 132
Ammonium Hydroxide (Aqua Ammonia)

In accordance with Procurement Department
Specification 5-C-9n:10, Item 3.3, delivery per ton, (para. 5.3).

Basis of Award: Lowest price per ton of Ammonia product including delivery to City of Philadelphia.

DELIVERY POINTS:

Queen Lane Filters,
3545 Fox St. (19129)

Belmont Filters,
4300 Ford Rd. (19131)

Baxter Filters,
9001 State Rd. (19136)

Vendor shall supply analysis data with each delivery. Analysis shall include specific gravity and percent ammonia. Vendor is required to perform vapor recovery for deliveries to the Belmont Filters, vapor recovery may be required at the other delivery points as well.

Vendor must submit a certificate of analysis with each delivery containing percent Ammonia (NH3). Deliveries shall be made by motor tank trucks, suitable for the service, which are free of all internal contamination. The liquid Ammonia shall be delivered into storage tanks at the filter plants, those at Belmont & Queen Lane Plants being below ground. Tank tops at Baxter Plant are at an elevation about 8 feet above the driveway.

DELIVERY:

As needed and requested by the Chief Clerk. Deliveries shall be accompanied by a weight certificate from a certified weigher showing the net weight of the delivery.

Deliveries shall arrive at the plant between 8:00 A.M. and 4:00 P.M.

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

2.8.4 **AMMONIUM HYDROXIDE (AQUA AMMONIA)**
Delivery in 55 gallon drums.

In accordance with Procurement Department
Specification 5-C-9n:10, Item 3.3
para.5.4.

2.8.4.1 **30730 001 132 00**
One (1) to Two (2) Drums
(para. 5.4)

2.8.4.2 **30730 001 132 01**
Three (3) to Nine (9) Drums
(para. 5.5)

2.8.4.3 **30730 001 210**
Drum Deposit
(para. 5.6)

Bid Price: Should be based on the price per 55 gallon drum of Ammonia product including the cost to deliver product to designated locations.

Basis of Award: Items 2.8.4.1 and 2.8.4.2 based on lowest price combined price per 55 gallon drum of Ammonia product and the price per 55 gallon drum for delivery.

Item 2.8.4.3 – vendor to specify cost of empty drum.

Contractor must bid on all Items 2.8.4.1 thru 2.8.4.3 to be eligible for award.

DELIVERY POINTS:

Queen Lane Filters,
3545 Fox St. (19129)

Belmont Filters,
4300 Ford Rd. (19131)

Baxter Filters,
9001 State Rd. (19136)

East Park Reservoir,
33rd & Montgomery (19121)

Oak Lane Reservoir
5th & Chelten Avenue (19126)

Roxborough Reservoir
Harner Avenue & Port Royal Avenue (19128)

Vendor shall supply analysis data with each delivery. Analysis shall include specific gravity and percent ammonia. Vendor is required to perform vapor recovery for deliveries to the Belmont Filters, vapor recovery may be required at the other delivery points as well.

Vendor must submit a certificate of analysis with each delivery containing percent Ammonia (NH3).

DELIVERY:

As needed and requested by the Chief Clerk. Deliveries shall be accompanied by a weight certificate from a certified weigher showing the net weight of the delivery. Each drum shall contain a minimum
of 54 gallons of product.

Deliveries shall arrive at the plant between 8:00 A.M. and 4:00 P.M.

2.8.5 **AMMONIUM HYDROXIDE (AQUA AMMONIA)**
Delivery in 275 gallon totes. (TE)

In accordance with Procurement Department
Specification 5-C-9n:10 Item 3.3.para. 5.3

2.8.5.1 **30730-001-132-02**
Ammonium Hydroxide
one (1) to Two (2)
(para. 5.7)

2.8.5.2 **30730-001-132-03**
Three (3) to Nine (9)
Para. (5.8)

2.8.5.3 **30730-001-218**
Tote Deposit
Para. (5.9)

Basis of Award: Items 2.8.5.1 and 2.8.5.2 based on lowest price per tote (TE) for each item including delivery to designated locations.
Item 2.8.5.3-vendor to specify cost of empty tote.

Contractor must bid on all Items 2.8.5.1 thru 2.8.5.3 to be eligible for award.
Each tote (TE) shall contain a minimum of 270 gallons of product.

DELIVERY POINTS:

Queen Lane Filters,
3545 Fox St. (19129)

Belmont Filters,
4300 Ford Rd. (19131)

Baxter Filters,
9001 State Rd. (19136)

East Park Reservoir,
33rd & Montgomery (19121)

Oak Lane Reservoir,
5th & Chelten Avenue (19126)

Roxborough Reservoir
Harner Avenue & Port Royal Avenue (19128)

2.8.6 **CALCIUM OXIDE**

30730 001 133
High Calcium Quicklime, in accordance with Procurement Department Specification 5-C-9n:10 Item 3.4, (para. 5.10).

Basis of Award: Based on the lowest price per ton of Calcium Oxide product including the cost of delivery of product to City of Philadelphia.

DELIVERY:

As needed and requested by the Chief Operator of each delivery point. Material shall be delivered in self-delivering pressure trucks. All material shall be in enclosed trucks to guarantee freedom from contamination, wetting or loss of material in transit or unloading. All truck mounted compressors must be equipped with an effective muffler to reduce noise.
Each delivery shall be accompanied by a certification of the manufacturing company as to the percent available Calcium Oxide, also a weight certificate signed by a certified weigher and an affidavit of compliance.

Deliveries must arrive at plants between 8:00 A.M. and 4:00 P.M.

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

The supplier shall furnish a suitable unloading connection to the City's handling system, or any other equipment which may be necessary to facilitate connection to the 4" air handling piping and the rapid unloading of chemical.

DELIVERY POINT:

Belmont Water Treatment Plant
4300 Ford Road, 19131

2.8.7 **DECHLORINATION AGENT**

In accordance with Procurement Department
Specification 5-C-9n:10 Item 3.6
(para. 5.11-5.16)

Basis of Award: Bid price shall be the cost per pound of vita-d-chlor including the cost per delivery.

2.8.7.1 **30730-001-134**
Vita-D-Chlor (or approved equal)
In 35 lb. containers
Approximately 140 tablets per container
(para. 5.11)

2.8.7.2 **30730-001-134-00**
Vita-D-Chlor (or approved equal)
In 25 lb. Containers (12 kilos)
Granular chemical product
(para. 5.12)

2.8.7.3 **30730-001-134-01**
Vita-D-Chlor (or approved equal)
In 55 lb. Containers (25 kilos)
Granular chemical product
(para. 5.13)

2.8.7.4 **30730-001-134-02**
Vita-D-Chlor Neutral (or approved equal)
In 25 lb. Containers
Granular chemical product
(para. 5.14)

2.8.7.5 **30730-001-134-00**
Vita-D-Chlor Neutral (or approved equal)
In 55 lb. Containers (25 kilos)
Granular chemical product
(para. 5.15)

DELIVERY POINTS: Shall be delivered in 25 pound, 35 pound, or 55 pound containers as needed and requested by the Chief Clerk to:

Queen Lane Filters, 3545 Fox St. 19129

Belmont Filters, 4300 Ford Rd. 19131

Baxter Filters, 9001 State Rd. 19136

Central Stores, 2901 N. 29th St, 19132

The City shall not be held responsible for demurrage charges, therefore the vendor shall have to make allowances for unloading time required at each of the delivery points.

Deliveries shall be made within five (5) workdays after receipt of order. Deliveries shall arrive at plants between 8:00 A.M. and 4:00 P.M.

2.8.8 **FERRIC CHLORIDE - LIQUID**
30730 001 135

Delivery 8:00 AM - 4:00 PM

Tank Truck Delivery
Material shall be as specified in Procurement Department Specification 5-C-9n:10, Item 3.7
(para. 5.16).

Material must be bid on the basis of dry tonnage of $FeCL_3$ in ferric. Bid price shall include all delivery, demurrage and spotting costs. Material must be certified with ANSI/NSF Standard 60 by an approved agency.

Successful vendor is required to provide routine electronic communications of process data, to include % HCL and HCB concentration. This information shall be sent to an agreed upon list of City representatives.

Deliveries must be made to the following locations:

DELIVERY LOCATIONS:

Baxter Water Treatment Plant
9001 State Rd., Phila., PA 19136 2503 Ton Fe

Queen Lane Water Treatment Plant

3545 Fox St., Phila., PA 19129 1650 Ton Fe

Belmont Water Treatment Plant
4300 Ford Rd., Phila., PA 19131 1520 Ton Fe

OTHER POSSIBLE DELIVERY LOCATIONS

Northeast WPC Plant
3899 Richmond Street
Philadelphia, PA 19137

Basis of Award: Based on the lowest price per ton of trivalent iron which shall include the price per ton for delivery.

DELIVERY:

As needed and requested by the Chief Operator of each delivery point within five (5) days after receipt of order.

Shipments shall be by tank trucks to each of the delivery locations. Tank trucks will be unloaded as promptly as possible. Trucks shall at all times be clean inside, free of extraneous materials, either solid or liquid.

Delivery shall be accompanied by certificate of analysis that shall include percent ferric chloride (FeC13), percent free acid (as HCL) and percent of iron in the ferrous state. Shipment shall also be accompanied by certified weight slip showing net weight delivered. At delivery, when requested, the driver shall provide a sample from the truckload being delivered.

2.8.9 **FERRIC SULFATE-LIQUID**
307030 001 136

The Philadelphia Water Treatment Plants are capable of accepting ferric sulfate as alternative to Ferric Chloride.
Material must comply with Procurement Department
Specification 5-C-9n:10, Item 3.8 (para. 5.17).

Material must be certified with NSF/ANSI Standard 60 by a Pa DEP approved agency. Price bid shall be on tons of iron (Fe) in Ferric Sulfate.
Material shall contain a minimum of 12.0 % iron (Fe).

Basis of Award: Based on the lowest price per ton of trivalent iron including the cost of delivery per ton of product.

DELIVERY:

As needed and requested by the Chief Operator of each delivery point within five (5) days after receipt of order.

Shipments shall be by tank trucks to each of the delivery locations. Tank trucks will be unloaded as promptly as possible. Trucks shall at all times be clean inside, free of extraneous materials, either solid or liquid.

Delivery shall be accompanied by certificate of analysis that shall include percent ferric chloride ($Fe_2(SO_4)_3$), percent free acid (as HCL) and percent of iron in the ferrous state. Shipment shall also be accompanied by certified weight slip showing net weight delivered. At delivery, when requested, the driver shall provide a sample from the truckload being delivered.

2.8.10 **FLUOROSILICIC ACID**
30730 001 137

In accordance with Procurement Department
Specification 5-C-9n:10, Item 3.9,
para. 5.18.

Hydrofluorosilicic Acid which contains less the 20 percent H_2SiF_6 by weight may be bid on this contract. A minimum percentage of 18 percent will be accepted. Any material less than 20% will be subject to a 5% discount to cover increased handling costs. This discount shall not be used to determine lowest bid for this item. Material bid will be supplied for the length of the contract.

Payment for material shall be at the bid price on amount of H_2SiF_6, which shall be determined from the total weight of material delivered and by the analysis methods designated by AWWA standard B703-00. Total weight delivered may be determined from certified weighing or from volume delivered and the determined specific gravity.

Bulk shipments shall be made in rubber-lined tank trucks.

Basis of Award: Based on the lowest price per ton of Hydrofluorosilicic Acid (H_2SiF_6) the cost per ton for delivery of product.

DELIVERY POINTS:

Queen Lane Water Treatment Plant: 3545 Fox St. 19129
Belmont Water Treatment Plant: 4300 Ford Rd. 19131
Baxter Water Treatment Plant: 9001 State Rd. 19136

DELIVERY:

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

Vendor must submit certificate of analysis of the material with each delivery stating specific gravity and percent (%) acid. At delivery, when requested, the driver will be required to provide a sample from the truckload being delivered to confirm results with the Water Department Laboratories.

Material should be bulk shipped in rubber lined tank trucks. All material shall be delivered into tanks provided at the individual plants. These tanks are supported above the level of a truck on the driveway. A pump or other means of unloading will be required on the delivery truck.

2.8.11 **HYDRATED LIME**
30730 001 138

In accordance with Procurement Department
Specification 5-C-9n:10 Item 3.10,
(para. 5.19).

Basis of Award: Based on the lowest price per ton of Hydrated Lime product including the price per ton for delivery of product.

DELIVERY:

As needed and requested by the Chief Operator of each delivery point. Material shall be delivered in self-delivering pressure trucks. All material shall be in enclosed trucks to guarantee freedom from contamination, wetting or loss of material in transit or unloading. All truck-mounted compressors must be equipped with an effective muffler to reduce noise. Each delivery shall be accompanied by a certification of the manufacturing company as to the percent available Hydrated Lime, also a weight certificate signed by a certified weigher and an affidavit of compliance.

Deliveries must arrive at plants between 8:00 A.M. and 4:00 P.M.

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

The supplier shall furnish a suitable unloading connection to the City's handling system, or any other equipment which may be necessary to facilitate connection to the 4" air handling piping and the rapid unloading of chemical.

DELIVERY POINTS:

Queen Lane Water Treatment Plant,
3545 Fox Street, 19129

Baxter Water Treatment Plant,
9001 State Road, 19136

2.8.12 **Hydrogen Peroxide**
30730 001 139

2.8.12.1 In accordance with Procurement Department Specification 5-C-9n:10, Item 3.11, (para. 5.20- 5.21).

Basis of Award: Based on the lowest price per ton of Hydrogen Peroxide product including the price per ton for delivery of product.

DELIVERY

As needed and requested by the Chief Operator of each delivery point. Material shall be delivered in self-delivering pressure trucks. All material shall be in enclosed trucks to guarantee freedom from contamination, wetting or loss of material in transit or unloading. All truck-mounted compressors must be equipped with an effective muffler to reduce noise. Each delivery shall be accompanied by a certification of the manufacturing company as to the percent available Hydrogen Peroxide, also a weight certificate signed by a certified weigher and an affidavit of compliance.

Deliveries must arrive at plants between 8:00 A.M. and 4:00 P.M.

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

The supplier shall furnish a suitable unloading connection to the City's handling system, or any other equipment which may be necessary to facilitate connection to the 4" air handling piping and the rapid unloading of chemical.

DELIVERY POINTS:

Baxter Water Treatment Plant,
9001 State Road, 19136

2.8.12.2 **30730 001 140**
Hydrogen Peroxide Storage and Feed Delivery System (para. 5.20).

Tank

Double contained storage tanks shall be molded from high-density linear polyethylene. The molding resin used shall be virgin Exxon Chemical Escorene #8660/8661, as compounded by the manufacturer, with the following chemical properties as a minimum.

Property	ASTM	Value
Resin Density	D1505	0.938-0.944 g/cc
Tensile Yield Stress	D638	2600 psi
Elongation at Break	D638	350%
ESCR (100% Igepal, Cond. A, F50)	D1693	400-1000 hours
ESCR (10% Igepal, Cond. A, F50)	D1693	200-500 hours
Vicat Softening Temp.	D1525	235°F
Flexural Modulus	D790	97,000-103,000 psi

The inner tank wall thickness shall be rated for 1.9 specific gravity, extra heavy wall, and the overall minimum required wall thickness shall be in accordance with ASTM D1998.

1) The outer wall shall contain between 0.25-0.50 percent ultraviolet stabilizer that is compounded in the resin. No titanium, or carbon based pigments, shall be used.

2) Double contained storage tanks shall be sized with the containment tank providing 110 percent capacity of the primary tank. The containment tank shall be sealed to the outer wall of the primary tank to prevent contamination.

3) Standard tank sizes are: 1100, 2100, 3000, 5000, 6500 and 7800 US gallon.

4) Tank vents shall comply with CCR, Title 8 for normal venting of atmospheric tanks. Sufficient venting, pursuant to hydrogen peroxide industry standards, shall provide adequate relief in the event of deflagration of the tank contents.

5) Each tank shall have a dedicated fill line. All nozzles attached to the tanks below the full level of the tanks shall be two-flanged style. The nozzles shall incorporate a passivated Type 316 stainless steel standard flange on each side of the tank wall with gaskets. Gaskets shall be of a Polytetrafluoroethylene compound, or a suitable Fluoroelastomer - Terpolymer. Bolts made of Type 316 stainless steel shall clamp the two flanges together, clamping the gaskets to the tank wall.

6) All tanks shall be outfitted with a reverse level indicator with a chemically compatible float device and a rigid external level indicator scaled to the specific tank size.

7) Proper caution, or warning signs, shall be affixed to the tank in a manner consistent with local codes.

Transfer system

1) Suction, discharge, and injection pipe and tubing shall be passivated Type 304L, and/or Type 316 SS. All components (pipe and tube) in the transfer system shall have a minimum wall thickness of 0.035". Passivation procedures shall be pursuant to hydrogen peroxide industry standards.

   a. All pipe, 1" and smaller, shall conform to ASTM A312/A312M; Type 316 SS, welded (seam), schedule 10S, threaded. All associated pipe fittings, 1" and smaller, shall conform to ASTM A182/A182M Rev C; Grade F316, forged, threaded.

   b. All tubing, ½" and smaller, shall conform to ASTM A312/A312M; Type 304L SS, welded (seam), soft. All associated pipe fittings, ½" and smaller, shall conform to ASTM A182/A182M Rev C; Grade F304, forged, flareless compression type.

2) Hand valves within the system shall provide safety isolation, operational functionality, and isolation of pump components for inspection and repair.

a. All hand valves shall conform to Federal Specification WW-V-35C, Type 2, Class A, Style 3; Type 316 stainless steel uni-body ball valve, with vented ball, threaded – Conbraco Ind., Apollo 76-100 series ball valve, or equivalent.

3) Pressure relief valves (PRV's) shall provide adequate venting in any areas of the transfer system where peroxide can be confined.

a. The transfer system shall vent through the pressure relief devices on the tank, and the backpressure valve on the pump skid, during normal operating conditions. Redundant PRV's shall be Type 316 SS inline check valves with a fixed cracking pressure of 100 psi, threaded – Swagelok CP Series, or equivalent.

4) Gaskets shall be either a Polytetrafluoroethylene compound, or a suitable Fluoroelastomer – Terpolymer. O-rings shall be Viton B, or equal Fluoroelastomer - Terpolymer. Pipe compound shall be Loctite 567. Anti-galling compounds shall be a Chlorotrifluoroethylene Polymer, suitable for the site requirements, and other metals present.

Pump Skid

1) The skid shall be enclosed in lockable, weather resistant, hardcover enclosure. The enclosure shall be constructed of LDPE, with UV inhibitors. The enclosure shall be of a design that complies with 40 CFR 122.26: BMP for Stormwater Pollution Prevention Plan – New PIG Roll Top Hardcover, or equivalent.

2) An appropriately sized calibration column, constructed of a clear PVC column, and PVC end caps, with the appropriate sized FNPT connections top and bottom, shall be provided – Valcom Indico model 8500, or equivalent.

3) The chemical metering pump(s) shall either be a motor-driven, mechanically actuated, or solenoid actuated, diaphragm style pump(s).

a. The motor-driven, mechanically actuated pump shall have integrated microprocessor control, that allows for start and stop modulation of the drive motor. Said motor shall be a 1/8 HP, 3 phase, 230 VAC, TEFC. The motor shall exhibit NEMA Temperature Tolerance Class F insulation, an IEC frame, and an IP 55 casing. The liquid end and all wetted components shall be constructed of Type 316 SS, and the diaphragm shall have a PTFE face. The pump provided shall be a ProMinent Dosiertechnik Sigma series, or equivalent.

b. The solenoid actuated pump shall have integrated microprocessor control, which allows for frequency adjustment of the drive solenoid. Said drive shall operate on 1 phase, 100-230 VAC. The drive shall draw no more than 22W / 1.0 A, or 15 A (peak current for < 1 ms). The drive shall exhibit NEMA Temperature Tolerance Class F insulation in an IP 65 enclosure. The liquid end and all wetted components shall be constructed of Type 316 SS, and the diaphragm shall have a PTFE face.

The pump provided shall be a ProMinent Dosiertechnik Gamma series, or equivalent.

4) The pressure gauges provided shall conform to ASME Grade B, have a 63mm dia. stainless steel case, and a ¼" NPT lower connection. The gauges shall have Type 316 SS, Bourdon tubes, tips, and sockets – Ashcroft Type 1008S, or equivalent.

5) The back pressure valve (BPV) provided shall have a Type 316 SS body and wetted components, a PTFE faced diaphragm, and a ½" FNPT process connection. The BPV shall be capable of handling 320 gph (pulsating) – Griffco Valve model BPV, or equivalent.

Instrumentation & Controls

1) A continuous level device, intended for dynamic tank level readings, shall be provided for the storage tank. Said device consists of a Type 316 SS (complete), 4-20 mA analog output, loop powered, pressure transmitter – Wika TRONIC Line C-10, or equivalent.

2) An integrated telemeter/controller device shall be provided. All incoming data (real-time and historic) received by the device shall be accessible to a central control center, at any time during the day. All control functionality shall be accessible to a central control center, for remote adjustment and actuation, at

any time during the day. Communication shall be via: a hardwire (twisted-pair) landline, a RTU to landline, or a cellular phone.

a. Said device shall be capable of receiving analog inputs from associated instrumentation. One channel shall be dedicated to receiving an analog input from any standard continuous level device, and correlating the signal to gallons of product with the tank. This value shall be displayed on a local display. One channel shall be dedicated to receiving an analog input from a pressure transducer, and correlating the signal to a pump health value, for diagnostic and preventative maintenance issues.

b. Said device shall be capable of providing analog and discrete outputs to associated pumps. Two channels shall be dedicated to providing an analog output to a pump. This output shall allow for independent profiling of a dynamic pump, in one hour increments, repeated over a 24 hour day.
One channel shall be dedicated to providing a discrete output to a pump. This output shall provide a start-stop function for a steady-state pump, or a pacing function for a relay driven pump.

c. Said device shall be housed in a NEMA 4 rated FRP electrical enclosure. The device shall be capable of providing the operating temperature inside the enclosure, as well as calculating the nominal environmental temperature, for both device and instrumentation health. The device shall have the appropriate spare channels, capable of receiving output from standard instrument suites. The device shall have a local bus connection for system diagnosis and adjustment by a technician. The device provided shall be a ChemWatch Mark IV Monitor by FLD Systems or an approved equal.

Basis of Award: The storage and feed delivery system shall be awarded to the lowest bidder of 2.8.12.1. Bid Price shall be for a 30 day rental period and include setup and delivery.

2.8.13 **PHOSPHORIC ACID**

In accordance with Water Department
Specification 5-C-9n:10, Item 3.12
(para. 5.22 - 5.23).

Only technical grade phosphoric acid will be bid on this contract.

Phosphoric acid supplied under this contract should not contain any materials that could affect sludge quality, when applied at the maximum usage level as listed by supplier.

Basis of award – the lowest price per gallon of solution containing 75% H3PO4 including the cost per delivery per gallon of product.

CONTAINERS

Four (4) 685 gallon refillable containers with secondary containment currently exist at the Southeast facility. Two (2) 700 gallon refillable containers with secondary containment currently exist at the Northeast facility. Existing tanks may be owned by current vendor. The incoming vendor may negotiate with the outgoing vendor to purchase or lease existing tanks. The current vendor is required to ensure that tanks are maintained in appropriate condition for intended use. The vendor is responsible for all necessary tank registration and permits as required by PaDEP and any other regulatory agency as required by law. The incoming vendor shall cooperate with the outgoing vendor and Plant manager to ensure an uninterrupted supply of material and storage tank availability. PWD retains ownership of all purchased product contained within storage tanks during vendor transfer.

Under the current contract, if required by the City, contractor shall provide 700 gallon nominal capacity containers, constructed of high-density cross-linked polyethylene and include adequate secondary containment. The containers shall include appropriate fittings for proper filling, discharging and venting with top filling and top discharging capabilities. The contractor shall provide these containers at no cost to the City for the term of the contract.

Supplier shall be responsible for pick-up and disposal of empty

containers.

Refillable containers will be metered and filled from the contractor's truck on delivery. Vendor is responsible for providing all necessary hook-up equipment for refilling the containers.

The contractor shall provide a cost for a single empty container. City will have a sole option to purchase a container should an existing container become damaged or if the City at its sole option retains any or all of the containers at the end of the contract period.

Containers provided by the contractor shall remain the property of the Vendor. No demurrage will be paid by the City for any containers. Containers will be returned in the same condition as received, less normal wear and tear unless purchased by the City as indicated above for the price provided herein by the contractor.

30730 001 141

2.8.13.1 **PHOSPHORIC ACID, TECHNICAL GRADE**

Phosphoric Acid, Technical Grade
in bulk transport to be filled in the refillable tanks.
(para. 5.22)

Technical Grade does not require certification.

30730 001 058 00

2.8.13.2 **Vendor is to specify the cost of empty 700 gallon refillable container. (para. 5.23)**

Technical grade items 2.8.13.1 and 2.8.13.2 will be awarded as a whole. Contractor must bid on both items 2.8.13.1 and 2.8.13.2 to be eligible for award.

DELIVERY

Deliveries are as needed and required by Chief Operator. Deliveries shall

arrive at the plant between 8:00 AM and 3:00 PM. Deliveries shall be accompanied by an affidavit of compliance with standards.

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

DELIVERY LOCATIONS:

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

Northeast Water Pollution Control Pant
3899 Richmond Street
Philadelphia, PA 19137

2.8.14 **LIQUID NONIONIC POLYMER**
30730 001 142

In accordance with Procurement
Department Specification
5-C-9n:10, Item 3.13.
(para. 5.24)

Polymer in 55 gal. Drum Delivery. Each drum shall contain a minimum of 54 gallons of product.

Basis of Award: Based on the lowest price per 55 gallon drum of product including the cost per 55 gallon drum for delivery. Each drum shall contain a minimum of 54 gallons of product.

DELIVERY POINTS:

Baxter Filters: 9001 State Road (19136)

Belmont Filters: 4300 Ford Road (19131)

Queen Lane Filters: 3545 Fox Street (19129)

DELIVERY:

Deliveries will be made as needed and requested by the Chief Operator of each plant. Shipments will be made to the delivery locations in 55 gallon drums with a minimum of 10 drums per order. The Queen Lane Plant may receive deliveries by liquid tank truck with a minimum delivery of 500.

The successful vendor will be required to deliver material within five (5) calendar days of request from each delivery point. At delivery, when requested, the driver will be required to provide a sample from the truckload being delivered to confirm results with Water Department Laboratories.

Each delivery slip shall include the total number of drums, weight of material delivered and scale weights (lbs. gross; lbs. total; lbs. net)

2.8.16 **LIQUID CATIONIC POLYMER**
30730 001 143

In accordance with Procurement
Department Specification
5-C-9n:10
(para.5.25)

Polymer in 55 gal. Drum Delivery. Each drum shall contain a minimum of 54 gallons.

Basis of Award: Based on the lowest price per 55 gallon drum of product including the cost per 55 gallon drum for delivery.

DELIVERY POINTS:

Baxter Filters: 9001 State Road (19136)

Belmont Filters: 4300 Ford Road (19131)

Queen Lane Filters: 3545 Fox Street (19129)

DELIVERY

Deliveries will be made as needed and requested by the Chief Operator of each plant. Shipments will be made to the delivery locations in 55 gallon drums

with a minimum of 10 drums per order. The Queen Lane Plant may receive deliveries by liquid tank truck with a minimum delivery of 500 gallons.

The successful vendor will be required to deliver material within five (5) calendar days of request from each delivery point. At delivery, when requested, the driver will be required to provide a sample from the truckload being delivered to confirm results with Water Department Laboratories.

Each delivery slip shall include the total number of drums, weight of material delivered and scale weights (lbs. gross; lbs. total; lbs. net)

2.8.16 **LIQUID CATIONIC POLYMER**
30730 001 143 00

In accordance with Procurement
Department Specification
5-C-9n:10, Item 3.14.
(para. 5.26)

Polymer in 275 gal. Tote Delivery. Each tote shall contain a minimum of 270 gallons of product.

Basis of Award: Based on the lowest price per tote of product including the cost per tote for delivery.

DELIVERY POINTS:

Baxter Filters: 9001 State Road (19136)

Belmont Filters: 4300 Ford Road (19131)

Queen Lane Filters: 3545 Fox Street (19129)

DELIVERY

Deliveries will be made as needed and requested by the Chief Operator of each plant. Shipments will be made to the delivery locations in 275 gallon totes with a minimum of 1 order.

The successful vendor will be required to deliver material within five (5) calendar days of request from each delivery point. At delivery, when

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

Each delivery slip shall include the total number of totes, weight of material delivered and scale weights (lbs. gross; lbs. total; lbs. net)

2.8.17 **POTASSIUM PERMANGANATE**

In accordance with Procurement Department
Specification 5-C-9n:10, Item 3.16 and 3.16.1.
(para.5.27 – 5.31)

The Potassium Permanganate supplied must remain stable for at least three (3) years.

To be used for to control algae, odors and reduce consumption of polymer for sludge dewatering.

DELIVERY LOCATIONS:

Northeast WPC Plant
3899 Richmond Street
Philadelphia, PA 19137

Southwest WPC Plant
8200 Enterprise Avenue
Philadelphia, PA 19153

Baxter Filters
9001 State Road
Philadelphia, PA 19136

Belmont Filters
4300 Ford Road
Philadelphia, PA 19131

Queen Lane Filters
3545 Fox Street
Philadelphia, PA 19131

The vendor shall not make any shipment until receipt of an order from the designated Chief Operator. Shipments must be received between 8:00 A.M. and 4:00 P.M., Mondays through Fridays, excluding City holidays.

Vendor is responsible for positioning tote bins so they may be removed from a delivery truck by a forklift on ground level. It is not the responsibility of the City of Philadelphia personnel to move the tote bins inside the vendor's delivery truck. The City will only provide forklift removal of the tote bin from the delivery truck bed.

ADDITIONAL REQUIREMENTS:

The contractor shall provide technical services at no additional cost to the City.
All shipments must be palletized, wrapped and secured to permit off-loading the delivery truck using a forklift.

CONTAINERS:

Supplier shall be responsible for disposal of empty containers.

3,300 lbs. containers and 75 pound drums shall remain the property of the contractor. Containers will be returned in same condition as received, less normal wear-and-tear. It is anticipated that contractor will deposit and pick-up containers at each delivery. No demurrage will be paid by the City for any containers.

2.8.17.1 **30730 001 144**
Potassium Permanganate
In 3300 lb. cycle Bins
free flowing grade
(para. 5.27)

2.8.17.2 **30730 001 027**
Cost of Empty 3300 lb.
Container
(para. 5.28)

2.8.17.3 **30730 001 028**
Stand for 3300 lb. Container
(para. 5.29)

30730 001 144

2.8.17.4 **Potassium Permanganate**
nuggets in 75 lb drums
(item 3.17.1, para 5.30)

30730 001 144 00
2.8.17.5 75 lb Drum deposit
(para. 5.31)

Vendor is to specify the cost of empty drum

BASIS OF AWARD:

Free-flowing grade:

Award to lowest total prices for Items 2.8.17.1 thru 2.8.17.3 combined with the cost of DELIVERY OF ITEM 2.8.17.1 THRU 2.8.17.3. Contractor must bid on all Items 5.27 and 5.29 to be eligible for award.

Potassium permanganate nuggets:
Award to lowest total price for Item 2.8.17.4. Item 2.8.17.5 – vendor is to provide a cost of empty drum. Contractor must bid on both Items 5.30 and 5.31 to be eligible for award.

Each shipment shall be identified as to product and shall be accompanied by written chemical assay by the manufacturer and a certificate of weight by a certified weigher. All markings shall conform to I.C.C. regulations.

2.8.18 **SODIUM PERMANGANATE**
30730 001 145

In accordance with Procurement Department
Specification 5-C-9n:10, Item 3.15 and 3.15.1.
(Para. 5.33)

The product shall contain no less than 40% Sodium Permanganate ($NaMnO_4$). The Sodium Permanganate supplied must remain stable for at least eighteen months. The container shall be made so that the material does not breach the container during a five-year storage period. The supplier shall, upon request by the City, provide sodium bisulfite at no additional cost in standard size bags for neutralizing small spills. The material shall b e compatible with the City's storage and dosing equipment.

To be used for to control algae, odors and reduce consumption of polymer for sludge dewatering.

Basis of award-the lowest price per gallon of solution containing 40% NaMnO4 including the cost per gallon for delivery of product.

DELIVERY LOCATIONS:

Northeast WPC Plant
3899 Richmond Street
Philadelphia, PA 19137

Southwest WPC Plant
8200 Enterprise Avenue
Philadelphia, PA 19153

Deliveries are as needed and required by Chief Operator. Deliveries shall arrive at the plant between 8:00 AM and 4:00 PM. Deliveries shall be accompanied by an affidavit of compliance with standards.

At delivery, when requested, the driver will be required to provide a sample from the truckload being delivered to confirm results with Water Department Laboratories. The vendor will ensure that the driver be properly trained in the handling of the material and be familiar with the City's delivery and storage tank equipment.

The vendor shall not make an shipment until receipt of an order from the designate Chief Operator. Shipments must be received between 8:00 A.M. and 4:00 P.M., Mondays through Fridays, excluding City holidays. The City, at its request, shall accept deliveries on hours and days other than those stated when critical to maintain normal plant operation.

ADDITIONAL REQUIREMENTS:

The contractor shall provide technical services at no additional cost to the City.

2.8.19 **Blended Sodium Polyphosphate Lime Dispersant**

In accordance with Procurement Department
Specification 5-C-9n:10, Item 3.19
(para. 5.33-34).

Blended sodium polyphosphate will be used at PWD Water Treatment Plants as a lime slurry conditioning agent to prevent caking and plugging of lime feed lines.
A certification of the manufacturing company as to the brand and analysis of the material shall accompany each delivery.

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

DELIVERY LOCATIONS:

Baxter Water Treatment Plant
9001 State Road
Philadelphia, PA 19136

Queen Lane Water Treatment Plant
3545 Fox Street
Philadelphia, PA 19131

The vendor shall not make any shipment until receipt of an order from the designated Chief Operator. Shipments must be received between 8:00 A.M. and 4:00 P.M., Mondays through Fridays, excluding City holidays

vendor is responsible for positioning pallets with drums so that they may be removed from a delivery truck by a forklift on ground level. It is not the responsibility of the City of Philadelphia personnel to move the drums inside the vendor's delivery truck. The City will only provide forklift removal of the drum pallet from the delivery truck.

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

CONTAINERS:

Supplier shall be responsible for disposal of empty containers.

55 gallon drums shall remain the property of the contractor. Containers will be returned in same condition as received, less normal wear-and-tear. It is anticipated that contractor will deposit and pick-up containers at each delivery. No demurrage will be paid by the City for any containers.

30730 001 146

2.8.19.1 **Blended sodium phosphate lime dispersant**
in 55 gallon drums with a minimum of 54 gallons of product.
(para 5.33)

30730 001 077 00

2.8.19.2 55 gallon Drum deposit
(para. 5.34)

Vendor is to specify the cost of empty drum

BASIS OF AWARD:

Award to the lowest price per 55 gallon drum of blended sodium phosphate lime dispersant including the cost per 55 gallon drum for delivery.

2.8.20 **SULFURIC ACID**
30730 001 147

In accordance with Procurement Department
Specification 5-C-9n:10, Item 3.20
(para. 5.35)

Sulfuric acid supplied should be delivered in steel tank transports.

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

Basis of Award: Based on the lowest price per ton of Sulfuric Acid including the cost per ton for delivery.

DELIVERY LOCATIONS:

Belmont Water Treatment Plant
4300 Ford Rd., Phila., PA 19136

Queen Lane Water Treatment Plant
3545 Fox St., Phila., PA 19129
DELIVERY:

As needed and requested by the Chief Clerk

Deliveries shall arrive at plants between 8:00 a.m. and 4:00 p.m. The delivery truck must be equipped with compressed air capability to evacuate the delivery lines following a delivery. The delivery lines traverse vertically between 15 – 24 feet before dropping into the delivery tank. Lines must be clear of chemical, following delivery.

The vendor must supply a certified weight certificate and a written analysis that shall include specific gravity and percent of sulfuric acid with each shipment.

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

2.8.21 **ZINC PHOSPHATE CORROSION INHIBITOR**

In accordance with Procurement Department
Specification 5-C-9k:10, Item 3.21 or 3.21.1
(para. 5.36 – 5.37)

Basis of Award: Bid price shall be cost per tons Phosphate (as PO_4)) in the Zinc Phosphate Product including the cost of delivery.

DELIVERY POINTS: Shall be delivered in 40,000 lb. tank trucks as needed and requested by the Chief Clerk to:

Queen Lane Filters, 3545 Fox St. 19129

Belmont Filters, 4300 Ford Rd. 19131

Baxter Filters, 9001 State Rd. 19136

The City shall not be held responsible for demurrage charges, therefore the vendor shall have to make allowances for unloading time required at each of the delivery points.

Deliveries shall be made within five (5) workdays after receipt of order. Deliveries shall arrive at plants between 8:00 A.M. and 4:00 P.M. At certain locations the vendor is responsible to deliver the product to a third story elevation storage tank.

The vendor shall supply a certified weight certificate and a certificate of analysis with each delivery. The analysis shall include Zinc content (lbs/gal), Phosphate content (lbs/gal), and density (lbs/gal).

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

2.8.21.1 **30730 001 148**
Zinc Phosphate
Zn/ **PO_4)** Ratio (1:12.5)
Item 3.21
Procurement Dept.
Specification 5-C-9k:10
(para. 5.36)

2.8.22.2 **30730 001 148 00**
Zinc Phosphate, free of extraneous salts
Zn/ **PO_4)** Ratio (1:12.5)
Item 3.21.1
Procurement Dept.
Specification 5-C-9k:10
(para. 5.37)

The City intends to purchase 1:12.5 product throughout the contract year.

Only one product will be awarded for item 2.8.21. Award will be based on the lowest price per ton of **PO_4)**.

Basis of Award: Based on the lowest cost per tons Phosphate (as PO_4) in the Zinc Phosphate Product including the cost of delivery.

2.9 **HAZARDOUS MATERIAL**

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

2.9.2 Vendor must submit a Material Safety Data Sheet (MSDS) prior to or accompanying the first delivery made under this contract.

2.9.3 Vendor must also submit a new MSDS prior to or accompanying the first shipment subsequent to any revision to the MSDS made during the duration of this contract.

2.9.4 The Material Safety Data Sheet or any other product information submitted by bidder in connection with this bid is for purposes of product description, information, and specification only. Bidder agrees that any additional terms or conditions contained therein, including, but not limited to, disclaimers or limitations 2 or liability, do not become part of the bid.

2.10 **BID PRICE DETERMINATION**

Total Bid price per unit measure will include the cost of delivery to the designated locations. There will be no additional award for transportation costs or fuel surcharges granted during the term of this contract.

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 The Procurement Commissioner reserves the right to award this bid as a whole or item by item, whichever he/she deems to be in the best interest of the City.

3.2.2 The prices used for the calculation of the Basis of Award must be the same prices as quoted in Section 5 - Pricing. In the event of a conflict between the prices quoted in Section 5, "Pricing", of the bid and those used in the Basis of Award, the prices quoted in the Pricing Section will prevail and will be used for calculations.

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

3.2.4 **PERFORMANCE SECURITY:**
Bidder's attention is directed to paragraph 14 of "Terms and Conditions of Bidding and Contract," for the required Performance Security.

Please note however, that all awards as a result of this bid will have a minimum contract amount of $30,000.01. All awards at the $30,000.01 amount will be subject to a $50.00 Master Performance Security Fee.

Performance security shall be required for any subsequent renewal

periods.

3.2.5 **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.

3.2.6 **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 CITY OF PHILADELPHIA RESPONSIBILITY:

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

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

4.1.2 Invoices shall be submitted after delivery and acceptance of the product or service by the City. The City attempts to process invoices in a timely manner. Delays can occur because of incomplete or inaccurate invoicing information. Please make sure that invoices contain the following information to help the City process payments to the Contractor as quickly as possible.

(a) After the delivery or services have been completed the Contractor must submit three (3) copies of the invoice for payment to the receiving department listed on the purchase order.

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

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

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

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

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

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

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

4.1.5 **MATERIALS TESTING:**

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

4.2 **VENDOR RESPONSIBILITY:**

4.2.1 Contractor may deliver only products, services or equipment (as applicable) as authorized in the contract and only after receipt of a purchase order or other authorized document from the Procurement Department. All orders must be in writing. Contractor shall not accept verbal delivery requests until after receipt of purchase order or other authorizing document from Procurement.

4.2.2 Contractor may deliver only products, services or equipment (as applicable) at the prices quoted in the contract and that are reflected on a purchase order or a change to a purchase order (a change to a purchase order is issued whenever the items, unit price, total amount, or terms and conditions change from the original purchase order).

4.2.3 Contractors may deliver products, services or equipment (as applicable) up to the dollar limit of the purchase order and for the period shown on the purchase order. Contractors are requested to carefully monitor obligations against purchase orders and inform the departments of anticipated funding shortfalls.

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

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

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

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

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

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

4.2.8 For performance of services, contractor shall honor and be paid for orders placed until the close of business of the date of purchase order expiration. Performance of services may occur following purchase order expiration, so long as the order was placed prior to the purchase order expiration date.

4.2.9 **RECYCLING INFORMATION REQUEST:**
The City of Philadelphia requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.

Product bid contains recycled content? YES ☐ NO ☐

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

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

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

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

4.2.11 **Invoices/Receipts:**

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

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

4.2.11.3 Invoices should be sent in triplicate to each ordering department

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

4.2.11.3.2 All invoices/receipts for parts shall have the

signature and payroll ID number of the authorized/designated City personnel.

4.2.11.3.3 See also item 4.1.2 above.

4.3 **MATERIAL SAFETY DATA SHEETS**:

4.3.1 Bidders are reminded that they are not required to submit copies of the Materials Safety Data Sheet with their bid. The successful bidders are required to provide, with delivery, Material Safety Data Sheets to the receiver. All hazardous material containers must have warning notices affixed as described by law.

4.3.2 Vendor must submit a Material Safety Data Sheet (MSDS) prior to or accompanying the first delivery made under this contract to each separate delivery location.

4.3.3 Vendor must also submit a new MSDS prior to or accompanying the first shipment subsequent to any revision to the MSDS made during the duration of this contract.

4.4 **CERTIFICATION:**

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

4.5 **TERMINATION:**

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

4.6 **TRAINING AND TECHNICAL SERVICES**

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

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

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

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

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

SECTION 5: PRICING

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

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

NOTE: Unit of issues used in this bid:

TN - (Ton)	**GA - (Gallon)**
DR - (Drum)	**LB - (Pound)**
CH - (Container)	**TE - (Tote)**
EA - (Each)	**MO- (Month)**

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

		Quantity	Unit of Measure	Unit Price	Extended Price
5.1	**30730 001 130** Activated Carbon Powdered (para. 2.8.1)	1780	TN	$_____	$_____
5.2	**30730 001 131** Aluminum Sulfate liquid (para. 2.8.2)	5	TN	$_____	$_____
5.3	**30730 001 132** Ammonium Hydroxide (Aqua Ammonia) (para. 2.8.3)	310	TN	$_____	$_____
5.4	**30730 001 132 00** Ammonium Hydroxide (Aqua Ammonia) One (1) to Two (2) Drums (para. 2.8.4.1)	6	DR	$_____	$_____
		Quantity	**Unit of Measure**	**Unit Price**	**Extended Price**

5.5	**30730 001 132 01** Ammonium Hydroxide (Aqua Ammonia) Three (3) to Nine (9) Drums (para. 2.8.4.2)	12	DR	$_____	$_____
5.6	**30730 001 210** Drum Deposit, Ammonium Hydroxide (para. 2.8.4.3)	1	DR	$_____	$_____
5.7	**30730 001 132 00** Ammonium Hydroxide (Aqua Ammonia) 275 gallon Tote Containers (para. 2.8.5.1)	25	TE	$_____	$_____
5.8	**30730 001 132 01** Ammonium Hydroxide (Aqua Ammonia) 275 gallon Tote Containers (para. 2.8.5.2)	25	TE	$_____	$_____
5.9	**30730 001 218** Tote Deposit Ammonium Hydroxide (para. 2.8.5.3)	1	TE	$_____	$_____
5.10	**30730 001 133** Calcium Oxide (para. 2.8.6)	625	TN	$_____	$_____
		Quantity	**Unit of Measure**	**Unit Price**	**Extended Price**

5.11 **30730 001 134**

	Vita-D-Chlor tablets (para. 2.8.7.1)	1500	LB	$_____	$_____
5.12	**30730 001 134 00** Vita-D-Chlor 25lb. Containers (12 kilos) Granular chemical product (para. 2.8.7.2)	2500	LB	$_____	$_____
5.13	**30730 001 134 02** Vita-D-Chlor 55 lb. Containers (25 kilos) Granular chemical product (para. 2.8.7.3)	2500	LB	$_____	$_____
5.14	**30730 001 134 03** Vita-D-Chlor-Neutral 25 lb. Containers (12 kilos) Granular chemical product (para. 2.8.7.4)	2500	LB	$_____	$_____
5.15	**30730 001 134 03** Vita-D-Chlor-Neutral 55 lb. Containers (25 kilos) Granular chemical product (para. 2.8.7.5)	35,000	LB	$_____	$_____
		Quantity	**Unit of Measure**	**Unit Price**	**Extended Price**
5.16	**30730 001 135** Ferric Chloride-Liquid Tank Truck Delivery				

	8:00 AM-4:00PM (para. 2.8.8)	4700	TN	$_____	$_____
5.17	**30730 001 136** Ferric Sulfate-Liquid (para. 2.8.9)	1700	TN	$_____	$_____
5.18	**30730 001 137** Fluorosilicic Acid (para. 2.8.10)	480	TN	$_____	$_____
5.19	**30730 001 138** Hydrated Lime (para. 2.8.11)	5500	TN	$_____	$_____
5.20	**30730 001 139** Hydrogen Peroxide NSF Grade in bulk transport (para. 2.8.12.1)	5,000	GA	$_____	$_____
5.21	**30730 001 140** Hydrogen Peroxide Storage and Feed Delivery System (para. 2.8.12.2)	30	days	$_____	$_____
5.22	**30730 001 141** Phosphoric Acid Technical Grade in bulk transport (para. 2.8.13.1)	60,000	GA	$_____	$_____
		Quantity	**Unit of Measure**	**Unit Price**	**Extended Price**
5.23	**30730 001 058 00** Cost of empty 700 Gallon container (para. 2.8.13.2)	1	CH	$_____	$_____

5.24 **30730 001 142**
Liquid Nonionic Polymer
Drum Delivery
(para. 2.8.14) 10 DR $_____ $_____

5.25 **30730 001 143**
Liquid Cationic Polymer
Drum Delivery
(para. 2.8.16) 100 DR $_____ $_____

5.26 **30730 001 143 00**
Liquid Cationic Polymer
Tote Delivery (275 ga)
(para. 2.8.16) 50 TE $_____ $_____

5.27 **30730 001 144**
3300 lb. Potassium
Permaganate Cycle Bins
Free-flowing Grade
(para. 2.8.17.1) 70 CH $_____ $_____

5.28 **30730 001 027**
Cost of Empty 3300 lb.
Container
(para. 2.8.18.2) 1 EA $_____ $_____

5.29 **30730 001 028**
Stand for 3300 lb.
Container
(para. 2.8.17.3) 1 EA $_____ $_____

	Quantity	Unit of Measure	Unit Price	Extended Price
5.30 **30730 001 144** Potassium Permanganate Nuggets in 75 lb. Drums (para. 2.8.17.4)	54	DR	$_____	$_____

5.31 **30730 001 144 00**
Potassium Permanganate
75 lb. drum deposit
(para. 2.8.17.5) 1 EA $_____ $_____

5.32 **30730 001 145**
Sodium Permanganate
Liquid
(para. 2.8.18) 70,000 GA $_____ $_____

5.33 **30730 001 146**
Blended Sodium phosphate lime
dispersant in 55 gallon drums
(para. 2.8.19.1) 112 DR $_____ $_____

5.34 **30730 001 077 00**
55 gallon drum deposit
blended sodium phosphate
lime despersant
(para. 2.8.19.2) 1 DR $_____ $_____

5.35 **30730 001 147**
Sulfuric Acid
(para. 2.8.20) 280 TN $_____ $_____

5.36 **30730 001 148**
Zinc Phosphate, as PO_4
Ratio 1:12.5
(para. 2.8.21.1) 765 TN $_____ $_____

	Quantity	Unit of Measure	Unit Price	Extended Price

5.37 **30730 001 088 00**
Alternate
Zinc Phosphate, as PO_4
(para. 2.8.21.2) 765 TN $_____ $_____

Only one item will be awarded to the lowest bidder on items 5.37 and 5.38.

Extended Total Bid Amount $_____

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

TYPE OF TRANSPORT: _____

BIDDER SHALL SPECIFY IF DELIVERY IS OTHER THAN 30 DAYS: _____

CITY OF PHILADELPHIA

PROCUREMENT DEPARTMENT
STANDARDS DIVISION

5C-9n:10
Effective 04/01/2009
(Supersedes 5C-9m08)

WATER TREATMENT CHEMICALS

1. CLASSIFICATION

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

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

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

2. APPLICABLE SPECIFICATIONS:

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

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

  Activated Carbon - Powdered

3. REQUIREMENTS:

3.1 ACTIVATED CARBON - POWDERED

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

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

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

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

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

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

Material must conform to AWWA Standard B600- 05, Water Chemicals Codex, and Philadelphia Water Department Geosmin Test criteria in order to be awarded. All analysis reported on Certificate of Analysis by vendor must be performed in a qualified laboratory in the United States of America. No foreign analytical results will be accepted.

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

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

Properties:

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

SPECIFICATIONS

1. Impurities — Shall comply with Water Chemicals Codex (max. dosage 50 mg/l.)

2. Apparent Density (g/ml) — 0.75 maximum
   0.20 minimum

3. Phenol Value (g/l) — 3.5 maximum

4. Iodine Number — 550 minimum

5. Moisture, % (when shipped) 8 maximum

6. Fineness:
   % through #100 sieve 99 minimum
   % through #200 sieve 95 minimum
   % through #325 sieve 90 minimum

7. Material must readily wet down to produce a suspension, and when applied in treatment it:
   a) must not float
   b) must not settle rapidly

8. Philadelphia Geosmin Removal Test:

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

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

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

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

3.2 ALUMINUM SULFATE - LIQUID

The material supplied, known commercially, as "Liquid Alum" shall contain not less than 8.0% of water soluble alumina (Al_20_3). It shall contain not less than 0.025% by weight of Al_20_3 in excess of the amount required to combine with the sulfur trioxide (S03) present. It shall contain no substances deleterious or injurious to water treatment. Iron (Fe_20_3) content shall not exceed 0.35%.

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

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

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

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

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

3.3 AMMONIUM HYDROXIDE - AQUA AMMONIA:

The material furnished shall be technical grade liquid Ammonia, Type II of Federal Specification O-A-451f of December 10, 1975. This is a colorless transparent commercial liquid also known as Aqua Ammonia, weighing approximately 7.75 pounds per gallon, and containing nineteen percent (19%) of Ammonia (NH_3). The bid price shall be on tons of Ammonia (NH_3). It shall contain no extraneous materials deleterious or injurious to consumers of water treated with it in appropriate dosages. It shall contain no sediment that could clog or interfere with proper operation of feed pumps or other equipment used by the Water Department.

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

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

3.4 CALCIUM OXIDE: HIGH CALCIUM QUICKLIME

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

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

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

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

Material must comply with AWWA Standard B202-02.

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

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

Iron in terms of Fe_20_3	-	0.25%
Aluminum in terms of Al_20_3	-	0.70%

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

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

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

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

3.5 CHLORINE - LIQUID:

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

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

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

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

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

3.6 DECHLORINATION AGENT

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

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

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

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

3.7 FERRIC CHLORIDE - LIQUID:

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

The material shall comply with AWWA Standard B407-05.

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

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

A. Liquid ferric chloride shall contain between 37 % and 42% $FeCl_3$ by weight.

B. The free acid, expressed as HCl, shall not exceed 1.0 %.

C. No more than 0.75% of the total iron shall be in the ferrous state

D. The solution shall not contain more than 0.5% total insoluble matter by weight.

E. The manganese concentration shall not exceed 1000 parts per million

F. The specific gravity shall be between 1.390 and 1.480

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

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

3.8 FERRIC SULFATE - LIQUID:

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

The material shall conform to AWWA Standard B406-97.

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

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

1. Total soluble iron content must be equal to or greater than 12.0 % in solution.

2. Total suspended solids shall not exceed 0.9%. The material shall contain not more than 3.0% of free sulfuric acid

4. The material shall contain no organic sulfides or other objectionable odor-producing matter that could affect the quality of the water.

5. The material shall contain no additives or detergents.

Ferric Sulfate supplied shall not contain any substances in quantities that will result in

treated sludges that will be designated as hazardous wastes by local, state, or federal authorities.

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

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

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

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

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

3.9 FLUOROSILICIC ACID:

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

Before starting deliveries the vendor must state the percentage concentration in the deliveries for the length of the contract, and shall deliver a consistent concentration, plus or minus one percent (1.0%) H2SiF6 throughout the contract term unless change is agreed upon between the vendor and the Water Department of the City.

Material shall comply with AWWA Standard B703-00.

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

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

2120B, visual comparison method.

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

Content of Fluorosilicic acid (H_2SiF_6) in material delivered shall be determined by method designated in Section 5 of the B703-00 "Standard for Fluorosilicic Acid" (H2SiF6) by the American Water Work Association.

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

Payment for material shall be at the bid price, on amount of H_2SiF_6 determined from the total weight of material delivered and analysis of the above methods. Total weight delivered may be determined from certified weighing, or from volume delivered and the determined specific gravity.

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

3.10 HYDRATED LIME:

The hydrated lime material shall be high calcium, hydrated product of a continuous-flow kiln Oxide of Lime, containing seventy percent (70%) of available Calcium Oxide (CaO). It shall contain no mineral or organic substances in quantities capable of producing deleterious or injurious effects upon the health of those consuming the water, which has been treated with it.

The insoluble content of the Hydrated Lime shall not exceed 3% total by weight, as measured on a 100 mesh sieve.

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

Material shall comply with AWWA Standard B202-02.

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

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

Iron in terms of Fe_20_3	-	0.25%
Aluminum in terms of $A1_20_3$	-	0.70%

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

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

3.11 HYDROGEN PEROXIDE– LIQUID, NSF Grade

Hydrogen Peroxide is a special product containing levels of additive. Material shall be a clear, colorless liquid certified by NSF International for use in treatment of drinking water ANSI/NSF Standard 60 Drinking water Additives-Health Effects.

Properties:

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

SPECIFICATIONS

H_2O_2 content, % by weight	50 % (50.0 – 50.8)
Stability, 24 hours @ 100°C	≥ 96.0 %
Apparent pH	2.8
Residue, ppm	< 20
Arsenic (ICP), ppm	< 1.0
Lead (ICP), ppm	< 0.002
Iron (ICP), ppm	< 0.002
Active Oxygen, % by weight	23.5 %
Specific Gravity @ 20°C	1.20
H_2O_2 grams per liter @ 20°C	600
Lbs / U.S. gal (kg/M^3) @ 20°C	10.0 (1198)
Freezing Point, ^{o}C	-52 (-62)

Vendor must supply a new Materials Safety Data Sheet (MSDS) prior to or accompanying the first delivery to each delivery point. The vendor must supply a new

MSDS subsequent to any revision or change in manufacturer made during the duration of this contract.

3.12 PHOSPHORIC ACID – LIQUID, Technical Grade

Material shall be clear colorless liquid phosphoric acid with no foreign odor complying with Federal Specification 0-0-670C. Material shall be 75% H_3P0_4. Vendor is required to deliver a consistent strength product throughout the contract.

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

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

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

3.13 POLYMER, LIQUID NONIONIC:

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

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

Drinking Water Treatment Chemicals – Health Effects.

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

3.14 POLYMER, LIQUID CATIONIC:

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

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

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

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

Drinking Water Treatment Chemicals – Health Effects.

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

3.15 SODIUM PERMANGANATE

The material shall be liquid grade sodium permanganate ($NaMn0_4$). It shall contain no impurities, organic or inorganic, that can be deleterious or injurious to the health of consumers of the water treated with it in acceptable quantities.

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

Material furnished shall not be less than 40% percent $NaMn0_4$ with specific gravity of 1.36 – 1.39 g/cm3 with a pH between 6.0 – 9.0 and a freezing point no greater than 5 degrees fahrenheit. The product should be miscible with water in all proportions and be stable for no less than eighteen months.. This product shall be Carus Chemical PLP4 or approved equal.

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

3.16 POTASSIUM PERMANGANATE

The material shall be free-flowing grade potassium permanganate ($KMn0_4$), also called permanganate of potash. It shall contain no impurities, organic or inorganic, that can be deleterious or injurious to the health of consumers of the water treated with it in acceptable quantities.

Material supplied must conform to AWWA Standard B603-03.

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

accredited certification organization in accordance with ANSI/NSF Standard 60, Drinking Water Treatment Chemicals – Health Effects.

Material furnished shall not be less than 97 percent $KMn0_4$ by weight with specific gravity of 2.7 g/cm3. Bulk density should be 100lb/ft3.

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

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

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

3.16.1 Potassium Permanganate, Granular

The material shall be a granular form of potassium permanganate ($KMn0_4$), also called permanganate of potash. Material will be used for the purposes of odor control at the City's wastewater treatment plants

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

Material furnished shall not be less than 96.5 percent KMn04 by weight.

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

Granular potassium permanganate should have following characteristics:

Bulk Density – 70 lb/ft3

Solubility – 54 lb/100gal at 20oC

Settling Rate – 1 foot/second

Dissolution rate in water – 1 gram/hour

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

3.17 SODIUM HYDROXIDE - LIQUID:

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

Material shall meet AWWA Standard B501-03

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

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

3.18 SODIUM HYPOCHLORITE - LIQUID

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

- Less than 0.15% insoluble material by weight
- the total free alkali (as sodium hydroxide) in sodium hypochlorite shall not exceed 0.4 % excess caustic.

- Less than 1500 mg/L ClO_3
- Less than 0.5 mg/L iron
- Less than 0.05 mg/L nickel and copper

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

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

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

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

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

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

3.19 Sodium Polyphosphate - Blended Sodium Polyphosphate Lime Dispersant

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

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

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

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

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

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

3.20 SULFURIC ACID:

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

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

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

3.21 ZINC ORTHOPHOSPHATE - CORROSION INHIBITOR

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

Additionally, the following shall be met:

- Material shall contain one part zinc to 12.5 parts ortho-phosphate (1:12.5) by weight

- Material must be certified against NSF Standard 60 for use in drinking water by approved laboratory.

- Material shall be harmless to non-metallic materials and shall not corrode in any way 304 stainless steel.

- Material shall contain no mineral or organic substances deleterious or injurious to consumers of water treated with material at appropriate dosages.

- Material shall not contain any insoluble material upon delivery, nor shall the

product generate precipitated salts during storage.

- Material shall have the following physical and chemical properties:

  - Appearance: Clear, colorless

  - Odor: None

  - Specific Gravity: 1.3 to 1.6 at 70 degrees F.

  - pH: 0.8 min.

  - Freeze-Thaw Recovery: complete at 60 degrees F.

  - Zinc content: Should not exceed 4% by weight

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

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

3.21.1 ALTERNATE #1 TO ZINC PHOSPHATE - CORROSION INHIBITOR:

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

- Chloride contents: <1% by weight

- Sulfate contents: <1% by weight

- Insolubles: <0.2 % by weight

Alternate must comply with all other pertinent specifications of 3.18.

4. SAMPLING, INSPECTION, AND TESTS:

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

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

5. ORDERING AND DELIVERY:

5.1 All chemicals will be ordered by the Chief Operator or each delivery point specified in the bid. Deliveries are to be made only after receipt of such orders.

5.2 Unless otherwise stated in the Invitation to Bid, or under Section 3 above, all chemicals are to be delivered to the plant designated within five days after receipt of order.

5.3 All deliveries shall be made between 8 AM and 4 PM Monday through Friday, except legal holidays, unless otherwise agreed to between the supplier and Manager of the delivery point.

5.4 The City shall not be held responsible for demurrage charges, therefore, the vendor shall make allowances for the unloading time required at each of the delivery points in the bid price.

6. SUBSTITUTIONS OR CHANGES IN MANUFACTURER:

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

Attention Bidder:

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

Exhibits
Drawings
Attached specifications
Attached documents

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

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

INSTRUCTIONS FOR GETTING PAID BY THE CITY OF PHILADELPHIA

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

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

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

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

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

BIDDERS GUIDELINES*

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

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

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

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

CITY OF PHILADELPHIA
PROCUREMENT DEPARTMENT
Public Information Unit

ATTENTION VENDORS

If your company would like to receive the results of a particular bid, the Public Information Unit of the Procurement Department will forward this information to you at a **$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, 2008 – 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, 2008 to June 30, 2010**, complete the enclosed application and return it with a check for **$175.00.** Make the check payable to "**City of Philadelphia**". It is **non-refundable.** To clarify the precise use of the check, enter the words "**Bid Security Program**" **2008 – 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 $175.00 for 7/1/08 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.