

BID OPENING DATE AND TIME

ON: May 23, 2012

AT: 10:30 A.M.

BID NO. S3YB5530	PAGE 1 OF 38	INVITATION AND BID ADVERTISED	BIDDER MUST COMPLETE BELOW
This Invitation to Bid with your quotations must be received prior to the above cited bid opening date and time.		 BIDS MUST BE RETURNED TO CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT MUNICIPAL SERVICES BLDG. 1401 JFK BLVD, ROOM 170A PHILADELPHIA, PA 19102-1685	BIDDER AGREES TO COMPLY WITH ALL CONDITIONS OF THIS BID. UNSIGNED BIDS WILL NOT BE ACCEPTED.
DEPARTMENT	DIVISION		NAME AND ADDRESS OF FIRM
Health	Lab		
AWARDED			Federal EIN/Social Security Number
DATE		BUYER : T. Vinson K. Owens	
FOR THE PROCUREMENT COMMISSIONER			

TITLE OF: Laboratory Testing Services

Commerce Department-Office of Economic Development (OEO) Anti-Discrimination Policy Executive Order 02-05 – Bidder Requirements

This Invitation to Bid is issued under the Anti-Discrimination Policy described in the Mayor's Executive Order, policy and guidelines as attached. Specific instructions must be adhered to, and forms completed. Bidders are advised to review the instructions carefully. Failure to comply may disqualify the bidder. The specified ranges represent the percentage of Minority, Woman and Disabled participation that should be attained by the Bidder.

Participation Ranges

M-BE: GOOD FAITH EFFORTS

W-BE: GOOD FAITH EFFORTS

DS-BE: GOOD FAITH EFFORTS

Any and all questions about Executive Order 02-05 and bidder compliance should be directed to the Commerce Department Office of Economic Opportunity (OEO) office at (215) 683- 2000.

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.

For City Use Only

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

**CITY OF PHILADELPHIA
OFFICE OF ECONOMIC OPPORTUNITY
ANTIDISCRIMINATION POLICY- MINORITY, WOMAN AND DISABLED OWNED
BUSINESS ENTERPRISES
FORMS, INSTRUCTIONS AND SPECIAL CONTRACT PROVISIONS
(SEALED BID CONTRACTS)**

Under the authority of Executive Orders No. 02-05, as reauthorized, and 14-08, the City of Philadelphia has established an antidiscrimination policy ("Policy") relating to the participation of Minority (MBE), Woman (WBE) and Disabled (DSBE) Owned Business Enterprises in City contracts. Executive Order 14-08 disestablished the Minority Business Enterprise Council and transferred its administrative functions under Executive Order 02-05 to the Office of Economic Opportunity ("OEO").

The purpose of this Policy is to provide equal opportunity for all businesses and to assure that City funds are not used, directly or indirectly, to promote, reinforce or perpetuate discriminatory practices. The City is committed to fostering an environment in which all businesses are free to participate in business opportunities without the impediments of discrimination and participate in all City contracts on an equitable basis. In accordance with the contracting requirements of the City, the City's Policy is applicable to this Invitation and Bid (hereinafter, "Bid").

The Office of Economic Opportunity has approved the following projected ranges of participation for this Bid which serve as a guide in determining each bidder's responsibility:

MBE: GOOD FAITH EFFORTS

WBE: GOOD FAITH EFFORTS

DSBE: GOOD FAITH EFFORTS

These ranges represent the percentage of MBE, WBE, DBE¹ and/or DSBE (collectively, "M/W/DSBE") participation that should be attained by M/W/DSBEs from business opportunities existing in the available market absent discrimination in the solicitation and selection of these businesses. These ranges are based upon an analysis of factors such as the size and scope of the contract and the availability of certified M/W/DSBEs to perform various elements of the contract. The submission of a Solicitation For Participation and Commitment Form and any supporting documentation (more fully discussed below) is an element of responsiveness to the Bid and failure to submit the required information will result in rejection of your bid.

Bidder hereby verifies that all forms, information and documentation submitted to the OEO are true and correct and is notified that the submission of false information by Bidder is subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities. Bidder also acknowledges that if it is awarded a contract resulting from this Invitation and Bid, it is a felony in the third degree under 18 Pa.C.S. Section 4107.2(a)(4) if, in the course of this contract,

¹ "DBE" or "Disadvantaged Business Enterprise" means a socially and economically disadvantaged minority or woman owned business that is certified under 49 C.F.R. Part 26. If Bidder makes solicitation(s) and commitment(s) with a DBE, Bidder shall indicate which category, MBE or WBE, is submitted for credit.

it fraudulently obtains public moneys reserved for or allocated or available to minority business enterprises or women's business enterprises.

A. M/W/DSBE PARTICIPATION

1. MBE, WBE, DBE and DSBE shall refer to certified businesses so recognized by the City of Philadelphia through its OEO. Only the work or supply effort of firms that are certified as M/W/DSBEs by an OEO approved certifying agency² at the time of bid opening will be eligible to receive credit towards the participation ranges. In order to be counted, certified firms must successfully complete and submit to the OEO an application to be included in the OEO Registry which is a list of registered M/W/DSBEs maintained by the OEO and available online at www.phila.gov/oEO/directory.

If bidder or bidder's subcontractor(s) is certified by an approved certifying agency, a copy of that certification should be furnished with the bid.

2. No bidder that seeks to meet the participation range(s) for participation by entering into subcontracts with any M/W/DSBE subcontractor shall be considered to meet the range(s) if the M/W/DSBE subcontractor does not perform a commercially acceptable function ("CAF"). A M/W/DSBE is considered to perform a CAF when it engages in meaningful work or supply effort that provides for a distinct element of the subcontract (as required by the work to be performed in accordance with the Bid), where the distinct element is worthy of the dollar amount of the subcontract and where the M/W/DSBE carries out its responsibilities by actually performing, managing and supervising the work involved; M/W/DSBE subcontractors must perform at least twenty percent (20%) of the cost of the subcontract (not including the cost of materials, equipment or supplies incident to the performance of the subcontract) with their own employees. The OEO may evaluate the amount of work subcontracted, industry practices and any other relevant factors in determining whether the M/W/DSBE is performing a CAF. If it is determined during the review of your Solicitation and Commitment Form that the work described on the Form does not constitute a CAF, your bid may be rejected. For example, a Bidder using an M/W/DSBE non-stocking supplier (i.e., a firm that does not manufacture or warehouse the materials or equipment of the general character described by the Bid specifications and required under the contract) to furnish equipment or materials will only receive credit towards the participation ranges for the fees or commissions charged, not the entire value of the equipment or materials furnished.

3. In order to maximize opportunities for as many businesses as possible, a firm that is certified in two or more categories (e.g. MBE and WBE and DSBE or WBE and DSBE) will only be credited toward one participation range as either an MBE or WBE or DSBE. The firm will not be credited toward more than one category. Bidders will note with their submission which category, MBE or WBE or DSBE, is submitted for credit.

4. An MBE/WBE/DSBE submitting as the prime bidder is required, like all other bidders, to submit a bid that is responsive to the Policy and will only receive credit toward the relevant participation ranges (e.g., MBE range or WBE range or DSBE range) for the amount of its own work or supply effort on this Bid. In addition, the participation of an M/W/DSBE partner, as part of a joint venture created for this bid, may be credited

²A list of "OEO approved certifying agencies" can be found at www.phila.gov/oEO

towards the participation ranges only to the extent of the M/W/DSBE partner's ownership interest in the joint venture in accordance with the following criteria:

- The MBE, WBE or DSBE partner(s) must be identified in the OEO Registry prior to contract award;
- The M/W/DSBE partner(s) must derive substantial benefit from the arrangement;
- The M/W/DSBE partner(s) must be substantially involved in all phases of the contract including planning, staffing and daily management;
- The business arrangement must be customary (i.e., each partner shares in the risk and profits of the joint venture commensurate with their ownership interest, contributes working capital and other resources, etc).

5. In listing participation commitments on the Solicitation for Participation and Commitment Form, bidders are required to list a detailed description of the work or supply effort, the dollar amount of the quotation, and percentage of the contract the participation represents. In calculating the percentage amount, bidders may apply the standard mathematical rules in rounding off numbers. The OEO reserves the right to request clarifying information in the event of an inconsistency or ambiguity in the Solicitation For Participation and Commitment Form.

B. RESPONSIVENESS

1. A Bid responsive to the Policy is one which contains documentary evidence of the M/W/DSBEs that have been solicited and that will be used by the Bidder on the contract, if awarded; where the Bid satisfies the M/W/DSBE participation ranges for that contract, the Bidder is rebuttably presumed not to have discriminated in its selection of contract participants.

2. Bidders must submit documentary evidence of MBEs, WBEs and DSBEs who have been solicited and with whom commitments have been made in response to the participation ranges included in this Bid. Failure to submit the Solicitation For Participation and Commitment Form will result in the rejection of the Bid as nonresponsive, although the City, at its sole discretion, may allow Bidders to submit or amend the Solicitation For Participation and Commitment Form at any time prior to award. The Solicitation For Participation and Commitment Form must contain the following information:

- Documentation of all solicitations (regardless of whether commitments resulted therefrom) as well as all commitments made on the enclosed document entitled "Solicitation For Participation and Commitment Form". Bidders should only make actual solicitations of M/W/DSBEs whose work or materials are within the scope of this Bid. Mass mailing of a general nature to M/W/DSBEs or similar methods will not be deemed solicitation, but rather will be treated as informational notification only. A reasonable period of time should be given to all solicited firms to ensure that they have sufficient time to adequately prepare their quotes/subproposals. The bidder's listing of a commitment with an M/W/DSBE constitutes a representation that the Bidder has made a legally binding commitment to contract with such firm, upon receipt of a contract award from the City.

- If the Bidder has entered into a joint venture with an MBE, WBE and/or DSBE partner, the bidder is also required to submit along with the Solicitation For Participation and Commitment Form, a document entitled "Joint Venture Eligibility Information Form," available at OEO, for the City's review and approval of the joint venture arrangement.

3. If Bidder does not fully meet each of the range(s) for participation established for this Bid, Bidder must explain what efforts the bidder made to achieve the M/W/DSBE participation ranges. Bidder must demonstrate, through the submission of documentary evidence, that it took all necessary steps and made reasonable efforts to achieve the M/W/DSBE participation ranges, even if these efforts were not fully successful. OEO will evaluate the scope, intensity and appropriateness of these efforts to ascertain whether they could reasonably be expected to achieve M/W/DSBE participation commensurate with the ranges. Failure to submit the documentary evidence will result in rejection of the bid as nonresponsive, although the City, at its sole discretion, may allow bidders to submit or amend their evidentiary submission at any time prior to award. The submission shall contain and discuss, at a minimum, the following:

- Provide reasons for not committing with any M/W/DSBEs that submitted a quote/subproposal, regardless of whether the quote/subproposal was solicited by Bidder.
- Provide list of all certifying directories used to solicit participation for this Bid.
- Provide any additional evidence pertinent to Bidder's conduct relating to this Bid including sufficient evidence which demonstrates to the OEO that Bidder has not engaged in discriminatory practices in the solicitation of and commitment with contract participants. In describing Bidder's efforts to achieve participation within the ranges, Bidder may submit any corroborating documentation (e.g., copies of advertisements for participation).

The bidder's documentary evidence will be reviewed by the OEO to ascertain whether discrimination has occurred in the solicitation or selection of contract participants. The review will include consideration of the following:

- Whether the bidder's actions were motivated by considerations of race or gender or disability. The OEO may investigate the bidder's contracting activities and business practices on similar public and private sector contracts. For example, if bidder rejects any M/W/DSBE based on price, bidder must fully document its reasons for the rejection and also demonstrate that bidder subjects non-M/W/DSBEs to the same pricing standards. OEO will investigate whether there was any attempt at good faith negotiation of price.
- Whether M/W/DSBEs were treated equally as other businesses in the solicitation and commitment process. For example, the OEO will investigate whether M/W/DSBEs are given the same information, access to the plans and requirements of the contract

and given adequate amount of time to prepare a quote/subcontract as others who were solicited by bidder. The OEO will also investigate whether M/W/DSBEs were accorded the same level of outreach as non-M/W/DSBEs, for example whether bidder short listed M/W/DSBEs for participation or solicited M/W/DSBEs at any pre-bid meetings.

- Whether the bidder's contracting decisions were based upon policies which disparately affect M/W/DSBEs. OEO will ascertain whether bidder selected portions of work or material needs consistent with the capacity of available M/W/DSBE subcontractors and suppliers. OEO will consider whether bidder employed policies which facilitate the participation of M/W/DSBEs on City contracts such as segmentation of the contract or prompt payment practices.

4. After review of the bidder's submission and other information the OEO deems relevant to its evaluation, the OEO will make a written determination that will be forwarded to the awarding City Department.

- If the bid is determined nonresponsive by the OEO, the applicant will be notified and may file a written appeal with the OEO within forty-eight (48) hours of the date of notification. The decision of the OEO may be appealed in writing within forty-eight (48) hours of the date of the OEO's decision to the Chief Operating Officer of the Commerce Department or his/her designee whose decision shall be final.

C. RESPONSIBILITY

1. Upon award, the completed Solicitation For Participation and Commitment Form and accompanying documents regarding solicitation and commitments with MBEs, WBEs and DSBEs become part of the contract. M/W/DSBE percentage commitments are to be maintained throughout the term of the contract and shall apply to the total contract value (including amendments). Any change in commitment, including but not limited to substitutions for the listed firm(s), changes or reductions in the work and/or listed dollar/percentage amounts, must be pre-approved in writing by the OEO.

2. The Successful Bidder shall, within five (5) business days after receipt of a payment from the City for work performed under the contract, deliver to its M/W/DSBE subcontractors the proportionate share of such payment for work performed (including the supply of materials) by its M/W/DSBE subcontractors. In connection with payment of its M/W/DSBE subcontractors, the Successful Bidder agrees to fully comply with the City's payment reporting process which may include the use of electronic payment verification systems.

3. No privity of contract exists between the City and any M/W/DSBE subcontractor identified in any contract resulting from this Bid. The City does not intend to give or confer upon any such M/W/DSBE subcontractor(s) any legal rights or remedies in connection with the subcontracted services under Executive Orders 2-05 and 14-08 or by reason of any contract resulting from the Bid except such rights or remedies that the

M/W/DSBE subcontractor may seek as a private cause of action under any legally binding contract to which it may be a party.

4. If the OEO determines that the bidder has discriminated against a M/W/DSBE at any time during the term of the contract, the OEO may recommend to the Procurement Commissioner the imposition of sanctions on the Bidder including debarment of the bidder from submitting and/or participating in future City contracts for a period of up to three (3) years.

D. ACCESS TO INFORMATION

1. The OEO shall have the right to make site visits to the Bidder's place of business and/or job site and obtain documents, such as quotations, and information from any Bidder, subcontractor, supplier, manufacturer or contract participant that may be required in order to ascertain a Bidder's responsiveness and responsibility.

2. Failure to cooperate with the OEO in its review may result in a recommendation to terminate the contract.

E. RECORDS AND REPORTS

1. The Successful Bidder shall maintain all books and records relating to its M/W/DSBE commitments (e.g. copies of quotations, subcontracts, joint venture agreement, correspondence, cancelled checks, invoices, telephone logs) for a period of at least three (3) years following acceptance of final payment. These records shall be made available for inspection by the OEO and/or other appropriate City officials. The Successful Bidder agrees to submit reports and other documentation to the OEO as deemed necessary by the OEO to ascertain the successful bidder's fulfillment of its M/W/DSBE commitments.

F. REMEDIES

1. The Successful Bidder's compliance with the requirements of Executive Orders 2-05 and 14-08, including the fulfillment of any M/W/DSBE commitments, is material to the contract. Any failure to comply with these requirements constitutes a substantial breach of the contract. It is further understood and agreed that in the event the City determines that the Successful Bidder hereunder has failed to comply with these requirements the City may, in addition to any other rights and remedies the City may have under the contract, any bond filed in connection therewith or at law or in equity, exercise one or more of the following remedies, as deemed applicable, which shall be deemed cumulative and concurrent:

a. Withhold payment(s) or any part thereof until corrective action is taken.

b. Terminate the contract, in whole or in part.

c. Suspend/Debar the Successful Bidder from proposing/bidding and/or participating in any future City contracts for a period of up to three (3) years.

d. Recover as liquidated damages, one percent of the total dollar amount of the contract for each one percent (or fraction thereof) of the commitment

shortfall. (NOTE: The “total dollar amount of the contract” shall include approved change orders, amendments and for requirements contracts shall be based on actual quantities ordered by the City. For Concessions, the “total dollar amount of the contract” shall mean the Concession Fee paid to the City.)

The remedies enumerated above are for the sole benefit of the City and City’s failure to enforce any provision or the City’s indulgence of any non-compliance with any provision hereunder, shall not operate as a waiver of any of the City’s rights in connection with any contract resulting from this Bid nor shall it give rise to actions by any third parties including identified M/W/DSBE subcontractors.

ANTIDISCRIMINATION POLICY SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM
Minority (MBE), Woman (WBE), Disabled (DSBE) and Disadvantaged (DBE) Business Enterprises¹

DEPARTMENT OF COMMERCE
OFFICE OF ECONOMIC OPPORTUNITY (OEO)

Bid Number or Proposal Title:		Name of Bidder/Proposer:				Bid/RFP Opening Date:		
List below ALL MBE/WBE/DBE/DSBEs that were solicited regardless of whether a commitment resulted therefrom. - Photocopy this form as necessary.								
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE		Work or Supply Effort to be Performed	Date Solicited		Commitment Made		Give Reason(s) If No Commitment	
Company Name			By Phone	By Mail	Yes (If Yes, give date)	NO		
Address								
Contact Person			Quote Received		Amount Committed To			
Telephone Number Fax Number			YES²	NO	Dollar Amount			
Email Address					\$			
OEO REGISTRY #	CERTIFYING AGENCY				Percent of Total Bid/RFP			
				%				
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE		Work or Supply Effort to be Performed	Date Solicited		Commitment Made		Give Reason(s) If No Commitment	
Company Name			By Phone	By Mail	Yes (If Yes, give date)	NO		
Address								
Contact Person			Quote Received		Amount Committed To			
Telephone Number Fax Number			YES²	NO	Dollar Amount			
Email Address					\$			
OEO REGISTRY #	CERTIFYING AGENCY				Percent of Total Bid/RFP			
				%				
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE		Work or Supply Effort to be Performed	Date Solicited		Commitment Made		Give Reason(s) If No Commitment	
Company Name			By Phone	By Mail	Yes (If Yes, give date)	NO		
Address								
Contact Person			Quote Received		Amount Committed To			
Telephone Number Fax Number			YES²	NO	Dollar Amount			
Email Address					\$			
OEO REGISTRY #	CERTIFYING AGENCY				Percent of Total Bid/RFP			
				%				

1. If Bidder/Proposer makes solicitation(s) and commitment(s) with a DBE, Bidder/Proposer shall indicate which class type, M-DBE or W-DBE, is submitted for credit.
2. Attach all quotations to this form.
09/2010

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SECTION 1: GENERAL BID SUBMISSION

1.1 TITLE: Laboratory Testing Services

1.2 CONTRACT TERM: 07/01/2012 to 06/30/2013 ("Initial Term"), with an option to renew for up exercisable, at the City's sole discretion, as of the expiration of the Initial Term or the current Renewal ter. The City may, at its sole discretion, renew the contract for up to three (3) months at t he beginning of each renewal period(s) (the "Additional Performance period"), if a decision has been made not to renew the contract for an entire year.

1.2.1 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 Additional Performance Period (identified by commencement and expiration dates) that is specified in the Renewal Notice. The Contract shall be deemed to be renewed for such Additional Performance Period, and Contractor shall be obligated to perform all terms and conditions of the Contract throughout such Additional Performance Period, as of the effective date indicated on the City's Renewal Notice is issued, whether or not Contractor has agreed, verbally or in writing, to such renewal of the Contract term.

1.2.2 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, 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 1.2.2, 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.

1.3 CONTRACT TYPE: **REQUIREMENTS**

1.3.1 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.

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Successful bidders are cautioned not to deliver any materials or services without first being advised to do so by the ordering agency.

- 1.3.2 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.

1.4 METHODOLOGY OF ACQUISITION: Purchase only.

1.5 STATEMENT OF DIRECTION:

- 1.5.1 It is the intent of the City of Philadelphia to make an award for Laboratory Testing Services for the Philadelphia Health Department as specified herein during the contract period.

1.6 BID SECURITY

- 1.6.1 For the purposes of this bid, Paragraph 2 of the "Terms and Conditions of Bidding and Contract: is deleted. Instead, vendors shall submit a bid executed on the City's forms (attached Exhibit A) in the amount of 10% of the total amount of the bid. A bid which is not accompanied by this required security will be rejected.

1.7 BID INFORMATION:

- 1.7.1 All information concerning this bid will be contained in this bid document as issued or amended.
- 1.7.2 Information provided verbally by any City official shall not be binding or relevant.

1.8 BID SUBMISSION:

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

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- 1.8.2 Advertised sealed bids will be received and read publicly at 10:30 AM in Room #170A, 1st Floor, Municipal Services Building, 1401 JFK Boulevard.
- 1.8.3 Bid should be complete and include ALL information required as described in the various paragraphs of the bid specifications.
- 1.8.4 All pricing must be completed on the forms provided; be complete; and be in ink or typed.
- 1.8.5 The bid must be complete as to required bid signatures and corporate seal, and fully accept the terms and conditions contained in the bid.
- 1.8.6 LBE Certification:

In accordance with the City of Philadelphia's Regulations Relating to Local Bidding Preferences for Procurement Contracts, this bid may be subject to a 5% local bid preference. In order to determine eligibility to receive the 5% preference, if applicable, bidder or subcontractor **must be certified at the time of the bid opening and must submit with the bid, the Local Business Entity Certification number** as issued by the Procurement Department for the prime contractor or the applicable subcontractor. If the prime relies upon its subcontractor's LBE status in order to be eligible for the preference, the name and certification number of the subcontractor **must** be submitted with the bid. **Failure to submit the prime's LBE certification number or the subcontractor's name and LBE certification number with the bid will deem bidder ineligible for the 5% preference.**

Further, by submission of this bid, bidder makes the following certification in connection with the grant of any local bidding preference:

"I certify, that if awarded this contract on the basis of application of the LBE preference, my company or my subcontractor, throughout the entirety of this contract, will perform the majority of the work under this contract within the geographic limits of the City of Philadelphia, and I will, or cause my subcontractor to, maintain within the City a majority of the inventory or equipment that will be used on this contract or the amount of inventory that is customary for this industry."

Prime or subcontractor's LBE Certification Number _____

If applicable:

Subcontractor's Name _____

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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.

1.8.7

BID PROCESSING FEE:

All bids submitted where the bid total is greater than \$30,000 must 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".

1.8.8

CONTACT PERSON:

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 _____

Vendor's WEB 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 _____

Vendor's WEB address _____

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1.8.9 BID QUESTIONS OR PROBLEMS

In preparing the bid response, should any bidder need clarification on the bid requirements, identify a discrepancy in the specifications, determine that a specified product has been discontinued or an alternate procedure is advised, etc.; then the bidder is **STRONGLY** encouraged to bring these issues to the attention of the Procurement Department prior to the bid opening by calling (215) 686-4720 or 4721, or by addressing a letter or fax (fax # 215-686-4727) to the Buyer. Questions, whether written, phoned or faxed should be received no later than three (3) business days after the scheduled mandatory Pre-Bid meeting referenced in Paragraph 1.10 of this Invitation and 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.

1.9 BIDDER QUALIFICATION:

1.9.1 All bidders must be a bona fide manufacturer of, or dealer in, the article or service specified within the bid. To demonstrate this, bidders should submit the following reference information with their bid. References provided should be pertinent to the commodity or service requested in this Invitation and Bid and demonstrate the bidders 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.

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SECTION 1:

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

Firm Name: _____

Contact Name: _____

Phone No.: _____

Type Work: _____

Years dealing w/your firm: _____

SECTION 2:

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

Dept. Name: _____

Contact Name: _____

Phone No.: _____

PO#/Contract#: _____

Items: _____

1.10 MANDATORY PRE-BID MEETING

A **MANDATORY PRE-BID MEETING** for all interested parties will be held on held on **Tuesday, May 8, 2012 at 12 Noon** in the Municipal Services Building, Room 170A, 1st Floor, 1401 JFK Boulevard, Phila., PA 19102.

The purpose of this meeting is to respond to questions from prospective bidders. Bidders are encouraged to submit questions in writing at this time. All questions that materially impact upon the bid process will be answered, in writing, in a formal addendum issued by the City. Oral responses by City employees or their representatives are not binding and shall not in any way be a commitment by the City.

Attendance at this Pre-Bid Meeting is Mandatory. Only bidders who attend the Pre-Bid Meeting and are subsequently qualified by the City will be eligible for award.

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SECTION 2: **SPECIFICATIONS**

The City of Philadelphia Department of Health is seeking a qualified Laboratory Services Contractor to supply Laboratory Testing Services in accordance with Sections 2 and 5 of this Invitation and bid.

Scope of Services:

Laboratory services are required to augment and support those performed by the Public Health Laboratory for programs carried out in the City's health care facilities as well as supporting program of the Aids Activity Coordinating Office and Maternal Health. The successful bidder will provide the City with results of laboratory tests performed on patients at the request of physicians.

1. Licensure

The successful bidder must be licensed by the Commonwealth of Pennsylvania, College of American Pathology (CAP) and have a currently valid license issued under the provisions of Section 353 of the Clinical Laboratory Improvement Act of 1967, as amended (42 U.S.C. 263) and applicable regulations, for all tests listed in the specifications. Evidence of such shall be provided to the Public Health Laboratory Director Philadelphia Department of Public Health, 500 South Broad Street, and comply with all regulations, which exceed or differ from those of the Federal statute, as stated in Paragraph 5.83 of the Clinical Laboratory provisions, amended August 16, 1975, and bidder shall so verify in his/her bid.

All the above conditions apply also to any referral laboratory to which the successful bidder forwards specimens for testing. All the above license requirements also apply to any referral laboratory to which the successful bidder forwards specimens for testing.

2. Specimen Pick-Up

The successful bidder will be responsible for establishing a scheduled on-going delivery system transporting specimens from the locations (detailed below) to their laboratory on a daily basis Monday through Friday, or on an "as needed" basis, except holidays and other official closings by the City.

- a. Additional pickups may be required that involve Saturdays, Sundays, and holidays. The successful bidder will be responsible for developing an acceptable system for these unscheduled pickups.
- b. For the Public Health Laboratory, specimen pickup needs to be scheduled between 6pm and 7pm at the Public Health Laboratory, 500 South Broad Street, 3rd floor, Phila., PA 19146.

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- c. The testing laboratory will conform to standard evidentiary procedures for the maintenance of Chain of Custody in the sample collection, securement, transportation, receiving, processing, sample storage and reporting of results including all regulations and procedures for picking up and transporting specimens in accordance with OSHA regulation (29 CFR part 1910. 1030).
- d. Locations for the Public Health Laboratory and Maternal Health specimen pickup sites include:

PHILA HEALTH CARE CTR #1	1400 LOMBARD ST	PHILADELPHIA	PA	19146
PHILA HEALTH CARE CTR #2	1720 S BROAD ST	PHILADELPHIA	PA	19145
PHILA HEALTH CARE CTR #3	555 S 43RD ST	PHILADELPHIA	PA	19104
PHILA HEALTH CARE CTR #4	4400 HAVERFORD AVE	PHILADELPHIA	PA	19104
PHILA HEALTH CARE CTR #5	1920 N 20TH ST	PHILA	PA	19121
PHILA HEALTH CARE CTR #6	321 W GIRARD AVE	PHILADELPHIA	PA	19123
PHILA HEALTH CARE CTR #9	131 E CHELTEN AVE	PHILADELPHIA	PA	19144
PHILA HEALTH CARE CTR#10	2230 COTTMAN AVE	PHILADELPHIA	PA	19149
PHILA HEALTH CARE CTR#12	2840 W DAUPHIN ST	PHILADELPHIA	PA	19132
RIVERVIEW				
DECYWH	1101 MARKET ST 9TH FLOOR	PHILADELPHIA	PA	

- e. Locations for the Aids Activity Coordinating Office (AAO)- are listed in Attachment "B" of this Invitation and Bid.
- f. Additional locations for specimen pickups may be added to the list as necessary during the contract period.

3. Confidentiality

The successful vendor will comply with all HIPPA requirements. The contracted laboratory agrees not to reveal any information except in accordance with this contract and with Pennsylvania's Confidentiality Of HIV-Related Information Act, 35 P.S. Section 7603. Accordingly, no patient names shall appear on any documentation circulated by the laboratory aside from that necessarily reported back to the test site, and the Surveillance Unit of the Philadelphia Department of Public Health, AAO.

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The contracted laboratory and any subcontractor, agrees to adhere to 35 P.S. Sections 521.15 and 28 PA code section 5.5-3.

For the purpose of confidentiality regarding test results, Department of Public Health employees will have inquiry capability via a password control system.

4. Record Retention

The successful vendor must retain, during the contracted term and for a period of seven (7) years thereafter, all original tests results and copies of all documents, which have been furnished by and to the City.

5. Critical Values

The successful vendor must conform to the Public Health Laboratory list of critical values. All critical values must be called into the various healthcare facilities when these values are obtained.

A list of telephone numbers and contact persons at each facility will be sent to the successful bidder after the award of the contract.

6. Normal Ranges

The successful vendor must submit the normal range of values for each test listed, to the Director of the Public Health Laboratory, 500 South Broad Street, Philadelphia Pa 19146, upon award. All of these normal values must be listed on reference laboratory tests reports.

7. Laboratory Reports

The successful bidder is required to have an operating laboratory system capable of interfacing with the Siemens Novius Information System through Data Innovations. The successful bidder must have the interface operational on the **first day** of this contract. Failure to comply in meeting this requirement will automatically disqualify the vendor and the bid shall be re-awarded.

- a. The vendor must have a laboratory system capable of interfacing with the Siemens Novius Information System. The vendor must provide the specifications for the interface upon request. The vendor's laboratory information system must be able to electronically receive patient and test request information from Novius and transfer the patient results back to Novius.

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- b. The cost of this interface as well as any accompanying hardware, software, supplies and maintenance required for this interface is at the expense of the vendor.
- c. If the electronic system goes down, a backup system for submission of test requests must be available and approved of by the Director of the Public Health Laboratory.
- d. If manual requisition slips will be used for submitting specimens to the contract laboratory. One requisition slip will accompany each specimen sent to the contracted laboratory. These manual slips/requisitions should be designed to allow for the following information:
- I. Patient Name
 - II. Test ID number
 - III. Counselor/Physician name
 - IV. Type of test to be ordered
 - V. Date of specimen collection
 - VI. Site address
 - VII. Site number
- e. For HIV testing, (AACO sites) the contracted laboratory will provide custom requisitions to avoid inadvertent tests to be run. These customize requisitions will offer the following tests only.
- I. **HIV 1 Point of Care (POC), Confirmation, Oral Fluids**
When the rapid HIV test is reactive the OraSure Western Blot will be done regardless of the EIA result.
 - II. **HIV 1 POC Confirmation, Serum**
When the rapid HIV test is reactive the serum Western Blot will be done regardless of the EIA result.
 - III. **HIV1/2 Antibody (Ab) Screen (Scr) with/with (Refl)**
 - IV. A serum test that will screen for HIV 1 and if positive will confirm HIV 1 by Western Blot automatically.

If HIV negative we will automatically screen for HIV2 by ELIZA. If positive we will automatically confirm for HIV 2 by Western Blot.

If HIV 1 screen is negative this test is considered complete.
 - V. **OraSure HIV 1 w/REFL**
Oral fluid HIV1 screen if positive will automatically reflex to OraSure 1 Western Blot.

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VI. **HIV2 Scr w/R Immuno**

HIV 2 Screen if positive will automatically reflex to Western Blot Confirmation.

VII. **HIV 2 Ab, Immuno**

HIV 2 Western Blot

- f. The successful bidder will be responsible for providing any and all training associated with the performance of this contract. This would include instructions in completing laboratory requisitions, courier logs, or searching for results through web based applications etc. Training shall be provided initially and with each system upgrade at no extra charge to the city.

8. Documentation

The successful bidder will furnish the Public Health Laboratory with current laboratory manuals detailing the services available, specimen protocols, CPT codes for each test and other information needed to ensure proper specimen collection and integrity. Changes and/or additions and deletions shall be forwarded in writing to the Laboratory on a monthly basis.

- a. The, the successful bidder shall provide the Public Health Laboratory with a copy of the Quality Assurance policies and procedures prior to the award of this bid.
- b. In addition to printed materials, the vendor must provide access to an electronic version of this manual for real time changes detailing the services available, specimen protocols and other information as necessary to insure proper specimen collection and integrity. Electronic availability of this information is essential at each of the collection sites. Necessary hardware/software required to have this information available is at the expense of the vendor.
- c. Changes to the printed material shall be forwarded to the laboratory as necessary.

9. Supplies

The successful bidder will supply the collection sites with the necessary supplies to perform specimen collections and transport processing. These supplies are to include, but not limited to centrifuges, vacutainer tubes, needles, transport tubes, 24 hr urine containers, virus transport media, blood culture collection media, cytobrushes, and spatulas etc.

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For AACO sites Rapid HIV collection and screening devices will be provided to the collection sites by the successful bidder.

10. Billing

1. Client Bill- Non AACO sites

- a. The vendor shall bill the city on a monthly basis for the previous month's service. Each collection site will be on a separate invoice. The invoice must contain the patient's name, the date of service, a listing of the tests performed, and itemized cost of each test as well as a total expense for all the tests requested for each patient for each day of service.
- b. The invoice for all non-AACO testing sites is to be sent to 1101 Market Street, Department of Health Finance Department. The invoice is to be sent within three (3) weeks of the end of each calendar month.
- c. Vendor is required to submit three copies of the price list for all tests performed but not listed in this proposal along with percentage discount from list price charged to these added tests.

2. AACO sites

- a. A single invoice grouped by site shall be used for all PDPH, AACO account sites. The invoice must include the total number of tests by type as well as the total cost for each site for each month. This invoice **shall not** include patient names.
- b. This invoice is to be sent to 1101 Market Street, Department of Public Health, AACO, 9th floor, to the attention of the Program Services Unit. An individual staff member to whom invoices shall be addressed may be specified by AACO. Due to the high volume of tests that are performed by our providers, AACO is requesting grouped invoices be disseminated monthly.

3. Third Party Billing

The vendor must have prior experience with third-party billing system, including but not limited to Medicaid, Medical Assistance, Blue Cross/Blue Shield, Commercial Carriers, Managed Care Plans and other third-party payers for selected laboratory services provided.

- a. Successful vendor shall bill Medical Assistance for specific tests performed on those prenatal patients who were covered by Medical Assistance fee-for service on the test date.

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b. The vendor shall bill third party only after obtaining explicit authorization from the director of the Public Health Laboratory. Under no circumstances should attempts be made to collect from the patients.

11. Turn -Around -Time (TAT)

The successful bidder must provide the Public Health Laboratory with a list of their stated turnaround times for each test offered. These turnaround times must be reviewed and approved by the Director of the Laboratory prior to the award of the contract. The agreed upon turnaround times must be maintained throughout the length of the contract.

- a. Turnaround times for STAT requests are to be processed as expeditiously as possible. The vendor will provide notification to the facility upon completion of the STAT request.
- b. On a monthly basis, the vendor must supply the Public Health Laboratory with a report detailing the turnaround times for each of the tests performed. Any variances from expected TAT must be explained.
- c. Pap smear turnaround times must be within seven (7) days of receipt of specimen.
- d. For HIV testing, the successful vendor will either provide electronically or hand delivered tests results to the appropriate site within three(3) business days of receipt for specimens testing HIV antibody negative and five (5) business days of those requiring the running of a confirmatory HIV antibody test

12. Cancelled Test

The successful vendor will provide the Public Health Department on a monthly basis a detailed report listing all the tests cancelled and the reasons for tests cancellations. The number of cancelled specimens due to the issues at the contracted laboratory must not exceed 1%.

13. HIV Samples

The Department of Health participates in the STARHS program. The successful bidder shall aliquot and send specimens from all patients testing HIV positive by serum (when sufficient specimen is provided) to the New York State Laboratory or as otherwise directed by PDH AACO for STAHRS testing. The Reference Laboratory is responsible for saving and mailing the samples to this laboratory.

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14. Cytology Specimens- Gynecologic and Breast PAP Smears
1. The successful bidder will use the Bethesda System for reporting cervical/vaginal cytology diagnosis to describe the cells. The report is to include a statement of the adequacy of the specimen sent for evaluation, a general categorization and the descriptive diagnosis.
 2. The successful bidder must ensure the availability of cytology slides for physicians review at any of the locations listed.
 3. The successful vendor must have a comprehensive quality control system in place for review of cytology specimens. This system must include:
 - a. 10% review/re-screening of all negative PAP smears selected at random. If discrepancies occur, follow up action will be taken and documented.
 - b. 20% review of monolayer preparation PAP smears by a pathologist.
 - c. Re-screening by a senior cytotechnologist for all High risk (post - menopausal bleeding, post-coital spotting, endometrial cells beyond the 12th day of the menstrual cycle or in the postmenopausal woman, etc).
 - d. Re-screening by a senior cytotechnologist of low grade SIL slides.
 - e. Re-screening by a pathologist high grade SIL, glandular abnormalities and Squamous cell carcinoma.
 - f. Atypical squamous cells of undetermined significance (ASCUS) will be qualified when possible, by describing it as tending toward reactive or tending toward dysplasia.
 - g. A supervisory cytotechnologist or Pathologist will review inadequate smears. Diagnostic interpretations are not reported on unsatisfactory smears.
 - h. A supervisory cytotechnologist on site at all times that smears are being read.
 - i. The availability of a Pathologist during normal working hours (8:00 AM - 4:00 PM) to be available for questions.
 - j. All high-grade SIL reports as well as those with diagnosis of carcinoma are to be telephoned or faxed to the requesting physician or their designee as soon as they are available.
 4. The successful bidder will provide the Department of Health a monthly summary by each location:
 - a. Number of PAP smears performed
 - b. Number and percentage of satisfactory PAP smears
 - c. Number and percentage of abnormal PAP smears
 - d. Number and percentage of ASCUS
 - e. Number and percentage of low-grade SIL
 - f. Number and percentage of high-grade SIL
 - g. Number and percentage of cancers

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5. A list, by location, of the abnormal PAP smears should be sent to the Medical Specialist at each facility. The list needs to include the patient name, location, date of birth, medical record number, date received, date completed, case number and cytologic diagnosis and the history of previous PAP smears on the patient.

15. Vendor Requirements

1. The successful vendor must perform at a minimum 90% of the test volumes sent on -site. Only 10% of test volume sent can be referenced out to another laboratory. A list of Reference Labs used and volume of tests on the Department of Health test list must be submitted to the Director of the Laboratory prior to the conformance of this contract.
2. The City of Philadelphia reserves the right to visit prospective vendor facilities prior to the bid award to ensure laboratory compliance with all State and Federal regulations as well as to ensure adequate resources to provide the services listed. It will be the City's sole judgment in determining the vendor's ability to meet the testing requirements.
3. The successful bidder must supply the Department of Health the resumés of the Laboratory Director, subordinate managers and other management team members. The resumes are to include the qualifications of the management staff, their positions within the firm, their degrees and applicable certifications and experience.
4. The successful bidder will provide at least two staff in-services per year on mutually agreed upon topics.
5. Section 5, pricing, contains a list of the tests and yearly volumes, which the successful bidder must be able to perform or procure from a reference laboratory. This list is not inclusive. The volumes of the various tests may vary throughout the contract period to meet the needs of the city. The numbers listed represent an estimate of the frequency with which tests are ordered, based on prior the year's volumes.
 - a. Where a single unit is listed, it either represents tests usually performed by the Public Health Laboratory or tests seldom ordered. Normally, these will rarely be ordered but are included to establish unit prices. All figures are to be considered estimates and neither a maximum nor minimum is guaranteed. Actual requirement of any test may be increased or decreased without notice at the discretion of the Public Health Laboratory. In addition, the successful bidder must indicate opposite each item whether the test is performed in the vendor's own facility or referred to another laboratory. In the latter case, the name and location of the referral laboratory must be given.

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- b. The Section 5, Pricing, list represents the top 200 tests by volume to be sent to the reference Laboratory from the Public Health Laboratory.
- c. Tests not listed may be added at any time during the duration of the agreement and be subjected to discounted pricing above 60%.
- d. During the course of this contract, additional discounts may be requested due to increased volume
- e. Bidders are required to bid every item in Section 5, Pricing.

SECTION 3: BID EVALUATION AND AWARD

3.1 EVALUATION

- 3.1.1 Bid will be evaluated by the Procurement Department.
- 3.1.2 Bids will be evaluated for responsiveness to the bid specifications and for responsibility of the bidders.
- 3.1.3 Bids which are determined to be non-responsive for reasons of:
 - (i) improper bid security
 - (ii) improper bid execution
 - (iii) incompleteness
 - (iv) offering counter terms and conditions
 - (v) improper or incomplete execution of OEO documents (if applicable)

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

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

3.2 AWARD

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

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3.2.2 LBE Calculation:

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

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

3.2.3 **Pre-Award Meeting**

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

3.2.4 **Performance Security**

For purposes of this bid, the Master Performance Security Program does not apply. Upon notification of award, the City will require the successful vendor to provide an individual Performance Bond in the amount of 100% of the total award amount for the first period of the contract. For any subsequent renewal periods, the City will inform the vendor, in writing, 90 days before the end of the contract period, of its intent to renew the contract.

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.

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

3.2.6 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 Order Against Contracts

- (i) 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.

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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 information as specified in Section 4.2.12., this is necessary to process payments to the Contractor as quickly as possible. Invoices which are not in accordance with the instructions in section 4.2.12 will be rejected for correction.

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.**

4.2 VENDOR RESPONSIBILITY

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

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- 4.2.3 Contractors may deliver products, services or equipment up to the dollar limit of the purchase order and for the period shown on the purchase order. Contractors are requested to carefully monitor obligations against purchase orders and inform the departments of anticipated funding shortfalls.
- 4.2.4 DELIVERY:
- Unless otherwise specified in Section 2, noted by bidder in Section 5, and/or approved by the Using Agency, delivery of product and/or service will be made within 30 days from date requested by Using Agency. VENDOR NOTE: In Section 5, specify delivery if other than 30 days.
- 4.2.4.1 Liquidated Damages
- Liquidated Damages in the amount of 5% of the unit price may be applied to each item which exceeds the delivery schedule/requirement.
- 4.2.5 **Default:**
- In accordance with paragraph 19 of the Terms and Conditions of Bidding and Contract, if at any time during the term of this Contract, the vendor does not meet the testing quality expectations—for example: test turnaround times, the quality of test results, notification of critical values, report generation—of the Department of Health Laboratory Director the City may, at its option, immediately without notice or opportunity to cure, declare the vendor in default.
- 4.2.6 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.
- 4.2.7 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.
- 4.2.8 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.

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- 4.2.9 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.
- 4.2.10 Approval of Work
- All completed work shall be approved by the ordering department prior to approval for payment. Work must be completed in a first class workmanlike manner to the absolute satisfaction of the City. The cost of any faulty or inadequate workmanship or parts will not be paid for by the department and must be assumed by the Contractor.
- 4.2.11 At the conclusion of this contract, Contractor agrees to cooperate with any incoming vendor on a transition plan to ensure an orderly changeover of responsibilities.
- 4.2.12 Invoices/Receipts
- 4.2.12.1 Successful bidder(s) agrees not to invoice more than once per month per purchase order.
- 4.2.12.2 Invoices should be sent in triplicate to each ordering department: One (1) original and two (2) carbon copies of fully itemized invoices (no photostat copies). Failure to submit invoices in the form noted below will cause a delay in payment.
- (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.

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4.3 **PRICE INCREASE OR DECREASE:**

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

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

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

or

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

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

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

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

Failure to notify the City within the time frame specified in 4.3 will result in a commensurate delay in implementing the price change.

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

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SECTION 5: PRICING

(PRICES QUOTED MAY NOT EXCEED THREE (3) DECIMAL PLACES)

Unit pricing quoted below will prevail in case of any discrepancy(ies) between unit price and the extended amount and will be the determining factor in establishing applicable contract amount(s)/award.

5.1 Bidder shall state the Directory of Services Book that they will utilize during The contract period and shall also state the applicable Service Code number with each of the Laboratory Service Tests listed below.

Directory of Services Book: _____

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**Philadelphia Public Health Laboratory
Reference Testing Volumes**

	Test	CPT	Method	Volume	Unit cost	Extended cost
5.1.1	AMYLASE	82150		43	\$ _____	\$ _____
5.1.2	HEMOGLOBIN A1C	83036		149	\$ _____	\$ _____
5.1.3	ROTAVIRUS AG DETECT.	87425		3	\$ _____	\$ _____
5.1.4	AMYLASE ISOENZYMES	82150, 84999		6	\$ _____	\$ _____
5.1.5	CULT, HSV+TYPING	87255		198	\$ _____	\$ _____
5.1.6	FECAL FAT, QUAL	82705		3	\$ _____	\$ _____
5.1.7	RUBELLA IGM AB	86762		2	\$ _____	\$ _____
5.1.8	RISTOCETIN COFACTOR	85245		8	\$ _____	\$ _____
5.1.9	VON WILLEBRAND, MULT	85247		6	\$ _____	\$ _____
5.1.10	HBV DNA QUANT	87517		277	\$ _____	\$ _____
5.1.11	CREATININE RAND (U)	82570		81	\$ _____	\$ _____
5.1.12	PROTEIN ELECTRO.	82570, 84156, 84166		125	\$ _____	\$ _____
5.1.13	PRO TIME WITH INR	85610		1,543	\$ _____	\$ _____
5.1.14	VONWILLEBRAND FACTOR	83520		7	\$ _____	\$ _____
5.1.15	CCP AB IGG	86200		171	\$ _____	\$ _____
5.1.16	CALCIUM W/O CREAT 24 H UR	82340		8	\$ _____	\$ _____
5.1.17	CHROMOSOME, BLOOD	88230, 88262, 88291		15	\$ _____	\$ _____
5.1.18	DRVVT W/RFL PHOS.NEU	85613		3	\$ _____	\$ _____
5.1.19	SEQUEN/INTEGRATE 1	84163, 84702		6	\$ _____	\$ _____
5.1.20	SEQUEN/INTEGRATE 2	82105, 82677, 84702, 86336		7	\$ _____	\$ _____
5.1.21	SERUM INTEGRATED PT2	82105, 82677, 84163, 84702, 86336		7	\$ _____	\$ _____
5.1.22	FRAGILE X PCR	83891, 83898, 83900, 83909 (2), 83912		9	\$ _____	\$ _____
5.1.23	HIV-1 CORECEPTOR TROPISM	87906		2	\$ _____	\$ _____
5.1.24	METANEPHRINES, FRACT	83835		27	\$ _____	\$ _____
5.1.25	MATERNAL SERUM 4	82105, 82677, 84702, 86336		508	\$ _____	\$ _____
5.1.26	HPV HR	87621		820	\$ _____	\$ _____
5.1.27	INSULIN ABS, HIGHLY	86337		8	\$ _____	\$ _____
5.1.28	CYTYC PAP			120	\$ _____	\$ _____
5.1.29	AUTOMATED PAP & RVW			2,409	\$ _____	\$ _____
5.1.30	PATH REVIEW, LIQ PAP			163	\$ _____	\$ _____

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	Test	CPT	Method	Volume	Unit cost	Extended cost
5.1.31	ACTH	82024		5	\$ _____	\$ _____
5.1.32	THYROGLOBULIN AB	86800		44	\$ _____	\$ _____
5.1.33	CHOLESTEROL, TOTAL	82465		95	\$ _____	\$ _____
5.1.34	CULT, (U) ROUTINE	87086, 87088		31	\$ _____	\$ _____
5.1.35	GGT	82977		12	\$ _____	\$ _____
5.1.36	HEP B SURF AG W/CONF	87340		83	\$ _____	\$ _____
5.1.37	HEP B SURF AB QL	86706		9	\$ _____	\$ _____
5.1.38	HEP A AB, TOTAL	86708		7	\$ _____	\$ _____
5.1.39	IMMUNOGLOBULIN M	82784		34	\$ _____	\$ _____
5.1.40	INSULIN	83525		99	\$ _____	\$ _____
5.1.41	LACTIC ACID, (P)	83605		12	\$ _____	\$ _____
5.1.42	HDL-CHOLESTEROL	83718		94	\$ _____	\$ _____
5.1.43	RPR MONITOR W/REFL	86592		11	\$ _____	\$ _____
5.1.44	SED RATE BY MOD WEST	85652		7	\$ _____	\$ _____
5.1.45	AST	84450		9	\$ _____	\$ _____
5.1.46	ALT	84460		9	\$ _____	\$ _____
5.1.47	BETA-2-MICROGLOBULIN	82232		11	\$ _____	\$ _____
5.1.48	T-4 (THYROXINE)	84436		83	\$ _____	\$ _____
5.1.49	TRIGLYCERIDES	84478		94	\$ _____	\$ _____
5.1.50	TSH	84443		423	\$ _____	\$ _____
5.1.51	DRUG SCRIN CLIN 1 (S)	80101 (6)		4	\$ _____	\$ _____
5.1.52	CALCIUM (U)	82310, 82570		8	\$ _____	\$ _____
5.1.53	TP RAND (U) W/ CREAT	82570, 84156		153	\$ _____	\$ _____
5.1.54	FECAL LEUKOCYTE STN	89055		10	\$ _____	\$ _____
5.1.55	VZV IGG AB	86787		469	\$ _____	\$ _____
5.1.56	CULT,FUNGUS,SKIN	87101, 87106, 87107, 87143, 87149, 87220		5	\$ _____	\$ _____
5.1.57	OVA & PARASITE X3	87177 (3), 87209 (3)		10	\$ _____	\$ _____
5.1.58	SJOGREN'S ANTIBODIES	86235 (2)		78	\$ _____	\$ _____
5.1.59	CREATININE CLEARANCE	82575		72	\$ _____	\$ _____
5.1.60	FRUCTOSAMINE	82985		10	\$ _____	\$ _____
5.1.61	PREGNENOLONE, 17-OH	84143		4	\$ _____	\$ _____
5.1.62	HEP B SURFACE AB QN	86317		4	\$ _____	\$ _____
5.1.63	EOSINOPHIL COUNT (U)	81015		4	\$ _____	\$ _____
5.1.64	VZV AB IGM	86787		22	\$ _____	\$ _____
5.1.65	COMP METAB PNL	80053		38	\$ _____	\$ _____
5.1.66	CHILDHOOD ALLERGY PROFILE	82785, 86003 (15)		2	\$ _____	\$ _____

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	Test	CPT	Method	Volume	Unit cost	Extended cost
5.1.67	PROTEIN, TOTAL	84156		27	\$ _____	\$ _____
5.1.68	SODIUM W/O CREAT RAND UR	84300		5	\$ _____	\$ _____
5.1.69	METANPH.24 HR URINE	83835		9	\$ _____	\$ _____
5.1.70	KAPPA/LAMBDA RFL IMM	83883 (2)		6	\$ _____	\$ _____
5.1.71	VIT D 25OH LC/MS/MS	82306		1,509	\$ _____	\$ _____
5.1.72	CT/NG DNA, SDA, OTV	87491, 87591		3	\$ _____	\$ _____
5.1.73	HIV1/2 AB SCR W/RFLS	86703		14	\$ _____	\$ _____
5.1.74	CA27.29 CHIRON/BAYER	86300		4	\$ _____	\$ _____
5.1.75	METHYLMALONIC ACID	83921		142	\$ _____	\$ _____
5.1.76	ISLET CELL AB 512	86341		4	\$ _____	\$ _____
5.1.77	CARDIOLP SC/RF	86147		22	\$ _____	\$ _____
5.1.78	HOMOCYSTEINE,NU/CON	83090		57	\$ _____	\$ _____
5.1.79	ORG ID 1	8777		20	\$ _____	\$ _____
5.1.80	ORG Sens	87181		20	\$ _____	\$ _____
5.1.81	CYTYC PAP & RVW			23	\$ _____	\$ _____
5.1.82	AUTOMATED PAP ONLY			162	\$ _____	\$ _____
5.1.83	CYTO, NON-GYN, LIQ PREP 1			2	\$ _____	\$ _____
5.1.84	SP, MANUAL SCREEN			48	\$ _____	\$ _____
5.1.85	ANTIDIURETIC HORMONE	84588		2	\$ _____	\$ _____
5.1.86	C-PEPTIDE	84681		15	\$ _____	\$ _____
5.1.87	CK ISOENZYMES	82552		6	\$ _____	\$ _____
5.1.88	CREATININE (U)	82570		24	\$ _____	\$ _____
5.1.89	FOLATE,SERUM	82746		680	\$ _____	\$ _____
5.1.90	GASTRIN	82941		2	\$ _____	\$ _____
5.1.91	HGH	83003		5	\$ _____	\$ _____
5.1.92	CULT, CHLAMYDIA	87110, 87140		3	\$ _____	\$ _____
5.1.93	PHENYTOIN	80185		168	\$ _____	\$ _____
5.1.94	TESTOSTERONE, TOTAL	84403		388	\$ _____	\$ _____
5.1.95	CULT, HSV, RAPID	87255		11	\$ _____	\$ _____
5.1.96	CULT, CAMPYLOBAC.	87046		7	\$ _____	\$ _____
5.1.97	CT,DIFF SYNOVIAL FL	89051		3	\$ _____	\$ _____
5.1.98	CITRIC ACID, 24HR (U)	82507		2	\$ _____	\$ _____
5.1.99	CARDIOLIPIN IGA AB	86147		6	\$ _____	\$ _____
5.1.100	CARDIOLIPIN IGM AB	86147		6	\$ _____	\$ _____
5.1.101	PROTEIN C, ANTIGEN	85302		6	\$ _____	\$ _____
5.1.102	PSA, TOTAL	84153		100	\$ _____	\$ _____

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	Test	CPT	Method	Volume	Unit cost	Extended cost
5.1.103	CBC (DIFF/PLT)	85025		200	\$ _____	\$ _____
5.1.104	URINALYSIS, REFLEX	81003		58	\$ _____	\$ _____
5.1.105	POTASSIUM RAND (U)	82570, 84133		3	\$ _____	\$ _____
5.1.106	HCG, TOTAL, QN	84702		2	\$ _____	\$ _____
5.1.107	CULTURE,SALM/SHIG	87045		7	\$ _____	\$ _____
5.1.108	ANTIPHOSPHATIDYLSER	86148 (3)		5	\$ _____	\$ _____
5.1.109	HEPATIC FUNC PNL	80076		71	\$ _____	\$ _____
5.1.110	ASCA IGG	86671		4	\$ _____	\$ _____
5.1.111	TB CULTURE, BLOOD	87116		2	\$ _____	\$ _____
5.1.112	ALLERGY PNL REG 1	82785, 86003 (25)		5	\$ _____	\$ _____
5.1.113	TTG IGG	83516		6	\$ _____	\$ _____
5.1.114	PROTHROMBIN GENE	83891, 83898, 83909, 83912, 83914		4	\$ _____	\$ _____
5.1.115	GAD-65 AB	83519		15	\$ _____	\$ _____
5.1.116	B2-GLYCO I(IGM)	86146		5	\$ _____	\$ _____
5.1.117	B2-GLYCO I(IGG)	86146		10	\$ _____	\$ _____
5.1.118	C DIFF TOXIN A&B	87324		38	\$ _____	\$ _____
5.1.119	ANTIBODY PANEL X 2	86870 (2)		2	\$ _____	\$ _____
5.1.120	HSV TYPE 2	87140		62	\$ _____	\$ _____
5.1.121	SHARED ASSAY COMP	83891, 83909		4	\$ _____	\$ _____
5.1.122	CYTO,NON-GYN,LIQ,PC1			103	\$ _____	\$ _____
5.1.123	CYTO,NON-GYN,LIQ,TC1			103	\$ _____	\$ _____
5.1.124	ALK PHOS ISOENZYMES	84075, 84080		12	\$ _____	\$ _____
5.1.125	A-1-ANTITRYPSIN QN	82103		24	\$ _____	\$ _____
5.1.126	CALCIUM, IONIZED	82330		22	\$ _____	\$ _____
5.1.127	LEAD, (B)	83655		15	\$ _____	\$ _____
5.1.128	LYSOZYME	85549		4	\$ _____	\$ _____
5.1.129	T-3, TOTAL	84480		8	\$ _____	\$ _____
5.1.130	T-3 UPTAKE	84479		4	\$ _____	\$ _____
5.1.131	T-4, FREE	84439		268	\$ _____	\$ _____
5.1.132	HSV 1 HERPESELECT	86695		3	\$ _____	\$ _____
5.1.133	CRYSTALS, SYN FLD	89060		2	\$ _____	\$ _____
5.1.134	VON WILLEBRAND AG	85246		11	\$ _____	\$ _____
5.1.135	SCL-70	86235		19	\$ _____	\$ _____
5.1.136	THYROID PEROXID AB	86376		117	\$ _____	\$ _____
5.1.137	LYMPH SUBSET PNL 5	86361		6	\$ _____	\$ _____
5.1.138	GIARDIA AG DETECTION	87329		7	\$ _____	\$ _____

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	Test	CPT	Method	Volume	Unit cost	Extended cost
5.1.139	ASCA IGA	86671		3	\$ _____	\$ _____
5.1.140	ANA SCREEN	86038		3	\$ _____	\$ _____
5.1.141	HBV GENOTYPE	83891, 83894, 83900, 83904 (4), 83912		5	\$ _____	\$ _____
5.1.142	SS DNA IGG ANTIBODY	86226		4	\$ _____	\$ _____
5.1.143	ACTIN ANTIBODY (IGG)	83516		2	\$ _____	\$ _____
5.1.144	BCR/ABL GENE,PCR,QT	83891, 83896 (3), 83900, 83902 (2), 83912		3	\$ _____	\$ _____
5.1.145	BCR/ABL GENE REARRANGEMT	83891, 83896 (2), 83898 (2), 83902, 83912		2	\$ _____	\$ _____
5.1.146	CENTROMERE AB, EIA	86038		8	\$ _____	\$ _____
5.1.147	JAK2 MUT, QN,PLASMA	83891, 83896, 83898, 83904 (2), 83912		1	\$ _____	\$ _____
5.1.148	IGF I, ECL	84305		8	\$ _____	\$ _____
5.1.149	*JAK2 V617F W/REFLEX	83891, 83898, 83902, 83904, 83912		1	\$ _____	\$ _____
5.1.150	JAK2 EXONS 12 AND 13	83904 (2), 83912		1	\$ _____	\$ _____
5.1.151	STONE ANALYSIS	82365		2	\$ _____	\$ _____
5.1.152	B2-GLYCO I(IGA)	86146		6	\$ _____	\$ _____
5.1.153	ANTI-DNASE B TITER	86215		7	\$ _____	\$ _____
5.1.154	CALCIUM	82310		3	\$ _____	\$ _____
5.1.155	FERRITIN	82728		28	\$ _____	\$ _____
5.1.156	OSMOLALITY	83930		11	\$ _____	\$ _____
5.1.157	OSMOLALITY (U)	83935		15	\$ _____	\$ _____
5.1.158	PHOSPHATE (AS PHOS)	84100		5	\$ _____	\$ _____
5.1.159	PTT, ACTIVATED	85730		237	\$ _____	\$ _____
5.1.160	RETICULOCYTE COUNT	85045		133	\$ _____	\$ _____
5.1.161	A-1-ANTITRYPSIN	82104		6	\$ _____	\$ _____
5.1.162	URIC ACID	84550		6	\$ _____	\$ _____
5.1.163	VITAMIN B6	84207		2	\$ _____	\$ _____
5.1.164	ZINC (P)	84630		4	\$ _____	\$ _____
5.1.165	HSV 2 HERPESELECT	86696		5	\$ _____	\$ _____
5.1.166	DIPHThERIA ANTITOXOID	86648		3	\$ _____	\$ _____
5.1.167	HEP DELTA VIRUS AB	86692		10	\$ _____	\$ _____
5.1.168	UA, COMPLETE	81001		69	\$ _____	\$ _____
5.1.169	MICROALB/CREAT RATIO	82043, 82570		2,105	\$ _____	\$ _____
5.1.170	HIV-1 DNA QUAL PCR	87535		3	\$ _____	\$ _____
5.1.171	HEP C AB	86803		26	\$ _____	\$ _____
5.1.172	PROTEIN C, ACT & AG	85302, 85303		3	\$ _____	\$ _____
5.1.173	BASIC METAB PNL	80048		83	\$ _____	\$ _____

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	Test	CPT	Method	Volume	Unit cost	Extended cost
5.1.174	POTASSIUM W/O CREAT RAND	84133		2	\$ _____	\$ _____
5.1.175	DHEA, LC/MS/MS	82626		13	\$ _____	\$ _____
5.1.176	LAMOTRIGINE	80299		4	\$ _____	\$ _____
5.1.177	BONE ALK. PHOS.	84075		3	\$ _____	\$ _____
5.1.178	TOPIRAMATE	80201		2	\$ _____	\$ _____
5.1.179	PSA FREE & TOTAL	84153, 84154		43	\$ _____	\$ _____
5.1.180	BNP	83880		55	\$ _____	\$ _____
5.1.181	EXTRACTABLE NUCLEAR	86235		8	\$ _____	\$ _____
5.1.182	CK, TOTAL	82550		17	\$ _____	\$ _____
5.1.183	IMMUNOFIXATION, SERUM	86334		58	\$ _____	\$ _____
5.1.184	MAGNESIUM	83735		4	\$ _____	\$ _____
5.1.185	PHOSPHOLIPIDS	84311		5	\$ _____	\$ _____
5.1.186	TP 24HR (U) W/CREAT	82570, 84156		102	\$ _____	\$ _____
5.1.187	VITAMIN A	84590		2	\$ _____	\$ _____
5.1.188	CRP	86140		4	\$ _____	\$ _____
5.1.189	CARDIOLIPIN IGG AB	86147		10	\$ _____	\$ _____
5.1.190	HSV 1/2 HERPESELECT	86695, 86696		149	\$ _____	\$ _____
5.1.191	CARDIOLP AB G/M/A	86147 (3)		5	\$ _____	\$ _____
5.1.192	IRON, TOTAL, & IBC	83540, 83550		5	\$ _____	\$ _____
5.1.193	CMV IGM AB	86645		16	\$ _____	\$ _____
5.1.194	D-DIMER QN	85379		6	\$ _____	\$ _____
5.1.195	OCCULT BLD, FECES 3	82272		3	\$ _____	\$ _____
5.1.196	TTG IGG,IGA	83516 (2)		18	\$ _____	\$ _____
5.1.197	BILE ACIDS, TOTAL	82239		7	\$ _____	\$ _____
5.1.198	JAK2 EXONS 12 AND 13 MUT,	83891, 83898, 83902, 83904 (2), 83912		4	\$ _____	\$ _____
5.1.199	17-OHPROGEST.LC/MSMS	83498		10	\$ _____	\$ _____
5.1.200	AFP AND AFP-L3	82107		5	\$ _____	\$ _____
5.1.201	HEPATITIS DELTA AG	87380		4	\$ _____	\$ _____
5.1.202	PROTHROMBIN GENE	83891, 83892, 83896 (2), 83908, 83912		2	\$ _____	\$ _____
5.1.203	*BETA-2 GLYCOPROT I	86146 (3)		10	\$ _____	\$ _____
5.1.204	HEREDITARY HEMO.	83891, 83892 (2), 83900, 83909, 83912		14	\$ _____	\$ _____
5.1.205	CRYOGLOBULIN,%CRYO	82595		10	\$ _____	\$ _____
5.1.206	CRYOGLOB EVAL	82595, 86329, 86334, 86431		2	\$ _____	\$ _____
5.1.207	HIV-2 AB,EIA	86702		23	\$ _____	\$ _____

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	Test	CPT	Method	Volume	Unit cost	Extended cost
5.1.208	ANTIBODY PANEL X 1	86870		17	\$ _____	\$ _____
5.1.209	CATECHOLAMINES 24HR	82384		5	\$ _____	\$ _____
5.1.210	IV-PATH,G&M,1SP,PC			102	\$ _____	\$ _____
5.1.211	IV-PATH,G&M,2SP,PC			56	\$ _____	\$ _____
5.1.212	IV-PATH,G&M,5SP,PC			3	\$ _____	\$ _____
5.1.213	IV-PATH,G&M,1SP,TC			102	\$ _____	\$ _____
5.1.214	IV-PATH,G&M,2SP,TC			56	\$ _____	\$ _____
5.1.215	IV-PATH,G&M,5SP,TC			3	\$ _____	\$ _____
5.1.216	PRESUMPTIVE ID 1 M			10	\$ _____	\$ _____
5.1.217	IMMUNOFIX, UR	86335		17	\$ _____	\$ _____
5.1.218	AFP,TUMOR (CHIRON)	82105		59	\$ _____	\$ _____
5.1.219	ANTI-DSDNA AB, EIA	86225		125	\$ _____	\$ _____
5.1.220	UREA NITROGEN (BUN)	84520		2	\$ _____	\$ _____
5.1.221	COPPER	82525		13	\$ _____	\$ _____
5.1.222	CREATININE	82565		3	\$ _____	\$ _____
5.1.223	FIBRINOGEN QN	85384		5	\$ _____	\$ _____
5.1.224	SICKLE CELL SCREEN	85660		6	\$ _____	\$ _____
5.1.225	THEOPHYLLINE	80198		15	\$ _____	\$ _____
5.1.226	CULT, UA,COMP W/RFL	81001		8	\$ _____	\$ _____
5.1.227	MATERNAL SERUM AFP	82105		18	\$ _____	\$ _____
5.1.228	CA 15-3	86300		2	\$ _____	\$ _____
5.1.229	TTG IGA	83516		71	\$ _____	\$ _____
5.1.230	CARDIO CRP	86141		2	\$ _____	\$ _____
5.1.231	PAN ANCA PLUS	83520, 86021 (3), 86038		1	\$ _____	\$ _____
5.1.232	ADULT FOOD ALLERGY PROF	86003 (12)		5	\$ _____	\$ _____
5.1.233	GLIADIN AB IGG	83516		3	\$ _____	\$ _____
5.1.234	CHLAMYDIA/GC RNA,TMA	87491, 87591		13	\$ _____	\$ _____
5.1.235	ENDOMYSIAL IGA AB	86255		14	\$ _____	\$ _____
5.1.236	HYPENSEN, PNEUM, SCR	86331, 86606, 86609 (4)		3	\$ _____	\$ _____
5.1.237	MALB, RAND UR W/O CR	82043		3	\$ _____	\$ _____
5.1.238	RNP ANTIBODY	86235		3	\$ _____	\$ _____
5.1.239	ACHR BLOCKING	83519		5	\$ _____	\$ _____
5.1.240	HBSAG CONFIRMATION	87341		5	\$ _____	\$ _____
5.1.241	HCV RNA BY PCR,QL	87521		1	\$ _____	\$ _____
5.1.242	CMV IGG AB W/REFL	86644		5	\$ _____	\$ _____
5.1.243	SJOGRENS AB (SS-B)	86235		2	\$ _____	\$ _____

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	Test	CPT	Method	Volume	Unit cost	Extended cost
5.1.244	VWF CLEAVING PRO ACT	85397		2	\$ _____	\$ _____
5.1.245	CARBAMAZEPINE, TOTAL	80156		80	\$ _____	\$ _____
5.1.246	GLUCOSE, CSF	82945		4	\$ _____	\$ _____
5.1.247	ISONIAZID	80299		20	\$ _____	\$ _____
5.1.248	PROTEIN, TOTAL, CSF	84157		4	\$ _____	\$ _____
5.1.249	RUBELLA IMMUNE	86762		162	\$ _____	\$ _____
5.1.250	MEASLES AB IGG,EIA	86765		228	\$ _____	\$ _____
5.1.251	POLIOVIRUS AB, NEUT.	86382 (3)		39	\$ _____	\$ _____
5.1.252	VDRL, CSF	86592		4	\$ _____	\$ _____
5.1.253	CULT, STREP GRP B	87081		11	\$ _____	\$ _____
5.1.254	RABIES TITER RFFIT	86382		5	\$ _____	\$ _____
5.1.255	ALLERGY1, NE	86003 (10)		2	\$ _____	\$ _____
5.1.256	MUMPS VIRUS IGG, EIA	86735		227	\$ _____	\$ _____
5.1.257	MYELOPEROXIDASE AB	86021		6	\$ _____	\$ _____
5.1.258	PTH,INTACT & CALCIUM	82310, 83970		376	\$ _____	\$ _____
5.1.259	PARVO B19 IGG/IGM	86747 (2)		8	\$ _____	\$ _____
5.1.260	VITAMIN D,1,25	82652		76	\$ _____	\$ _____
5.1.261	PYRAZINAMIDE, HPLC	80299		6	\$ _____	\$ _____
5.1.262	ETHAMBUTOL, HPLC	80299		16	\$ _____	\$ _____
5.1.263	STREP PNEUM SEROTYPING	87147 (9)		11	\$ _____	\$ _____
5.1.264	TESTOSTERONE,TOTAL,M			2	\$ _____	\$ _____
5.1.265	CA125	86304		36	\$ _____	\$ _____
5.1.266	ESTRADIOL,EXTRACTION	82670		2	\$ _____	\$ _____
5.1.267	RIFAMPIN	80299		22	\$ _____	\$ _____
5.1.268	PROTEINASE-3 AB	86021		6	\$ _____	\$ _____
5.1.269	ESTRIOL,SERUM	82677		2	\$ _____	\$ _____
5.1.270	CYTO,THINPREP PAP	35455		4	\$ _____	\$ _____
5.1.271	TSH W/REFL FT4	84443		3	\$ _____	\$ _____
5.1.272	HPV HYBRID CAPTURE 2	87621 (2)		11	\$ _____	\$ _____
5.1.273	CYCLOSERINE, HPLC	80299		6	\$ _____	\$ _____
5.1.274	IMMUNOCYTO 4 AB,PC			3	\$ _____	\$ _____
5.1.275	IMMUNOCYTO 4 AB,TC			3	\$ _____	\$ _____
5.1.276	IV-PATH,G&M,3SP,PC			24	\$ _____	\$ _____
5.1.277	IV-PATH,G&M,4SP,PC			8	\$ _____	\$ _____
5.1.278	IV-PATH,G&M,3SP,TC			24	\$ _____	\$ _____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S3YB5530	PAGE OF 33 38
		FIRM NAME (Must be filled in)	

	Test	CPT	Method	Volume	Unit cost	Extended cost
5.1.279	IV-PATH,G&M,4SP,TC			8	\$ _____	\$ _____
5.1.280	I-PATH, GROSS, PC, 1			2	\$ _____	\$ _____
5.1.281	I-PATH, GROSS, TC, 1			2	\$ _____	\$ _____
5.1.282	ANTITHROMBIN III ACT	85300		12	\$ _____	\$ _____
5.1.283	ALDOLASE	82085		53	\$ _____	\$ _____
5.1.284	A-2-MACROGLOBULIN	83883		4	\$ _____	\$ _____
5.1.285	ANA W/RFX	86038		1,124	\$ _____	\$ _____
5.1.286	MITOCHONDRIAL W/REFL	86255		70	\$ _____	\$ _____
5.1.287	SMOOTH MUSC RFX/TIT	86255		88	\$ _____	\$ _____
5.1.288	ASO	86060		25	\$ _____	\$ _____
5.1.289	BILIRUBIN, TOTAL	82247		4	\$ _____	\$ _____
5.1.290	CATECHOLAMINES, FRAC	82384		4	\$ _____	\$ _____
5.1.291	CERULOPLASMIN	82390		37	\$ _____	\$ _____
5.1.292	COAG FACTOR II ACT	85210		2	\$ _____	\$ _____
5.1.293	COMPLEMENT C3C	86160		96	\$ _____	\$ _____
5.1.294	COMPLEMENT C4C	86160		96	\$ _____	\$ _____
5.1.295	COOMBS, DIRECT	86880		11	\$ _____	\$ _____
5.1.296	CORTISOL, TOTAL	82533		38	\$ _____	\$ _____
5.1.297	DHEA-SULFATE	82627		34	\$ _____	\$ _____
5.1.298	CMV IGG AB	86644		25	\$ _____	\$ _____
5.1.299	DIGOXIN	80162		90	\$ _____	\$ _____
5.1.300	ERYTHROPOIETIN	82668		24	\$ _____	\$ _____
5.1.301	ESTROGEN, TOTAL (S)	82672		66	\$ _____	\$ _____
5.1.302	ALCOHOL, ETHYL (B)	82055		21	\$ _____	\$ _____
5.1.303	HLA-B27 ANTIGEN	86812		22	\$ _____	\$ _____
5.1.304	IMMUNOGLOBULIN A	82784		122	\$ _____	\$ _____
5.1.305	IMMUNOGLOBULIN E	82785		21	\$ _____	\$ _____
5.1.306	IMMUNOGLOBULIN G	82784		60	\$ _____	\$ _____
5.1.307	HEP BE AG	87350		210	\$ _____	\$ _____
5.1.308	HEP BE AB	86707		190	\$ _____	\$ _____
5.1.309	INTRINSIC FACTOR AB	86340		5	\$ _____	\$ _____
5.1.310	LITHIUM	80178		38	\$ _____	\$ _____
5.1.311	COMPLEMENT, (CH50)	86162		17	\$ _____	\$ _____
5.1.312	HETEROPHILE, MONO	86308		31	\$ _____	\$ _____
5.1.313	OVA AND PARASITE	87177, 87209		501	\$ _____	\$ _____

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	Test	CPT	Method	Volume	Unit cost	Extended cost
5.1.314	ANGIOTENSIN CONV ENZ	82164		119	\$ _____	\$ _____
5.1.315	PHENOBARBITAL	80184		28	\$ _____	\$ _____
5.1.316	PROGESTERONE	84144		26	\$ _____	\$ _____
5.1.317	PROTEIN ELECTRO.	84155, 84165		299	\$ _____	\$ _____
5.1.318	PROTEIN ELECTRO, (U)	82570, 84156, 84166		8	\$ _____	\$ _____
5.1.319	AB SCR RFX ID/TITER	86850		1,732	\$ _____	\$ _____
5.1.320	SODIUM, 24 HR (U)	82570, 84300		1	\$ _____	\$ _____
5.1.321	VALPROIC ACID	80164		88	\$ _____	\$ _____
5.1.322	VITAMIN B1, PLASMA	84425		14	\$ _____	\$ _____
5.1.323	VITAMIN B12	82607		1,349	\$ _____	\$ _____
5.1.324	CEA	82378		100	\$ _____	\$ _____
5.1.325	PROTEIN C, ACTIVITY	85303		10	\$ _____	\$ _____
5.1.326	PROTEIN S, ACTIVITY	85306		16	\$ _____	\$ _____
5.1.327	ALCOHOL, ETHANOL (U)	80101		3	\$ _____	\$ _____
5.1.328	ESTRADIOL	82670		77	\$ _____	\$ _____
5.1.329	FTA-ABS	86780		5	\$ _____	\$ _____
5.1.330	CORTISOL, A.M.	82533		25	\$ _____	\$ _____
5.1.331	C.DIFFICILE CULTURE	87081		2	\$ _____	\$ _____
5.1.332	GLUCOSE, SYNOVIAL FL	82945		1	\$ _____	\$ _____
5.1.333	RHEUMATOID FACTOR	86431		691	\$ _____	\$ _____
5.1.334	PREALBUMIN	84134		9	\$ _____	\$ _____
5.1.335	PLATELET AB, DIRECT	86023		4	\$ _____	\$ _____
5.1.336	PROTEIN S AG, TOTAL	85305		8	\$ _____	\$ _____
5.1.337	HIV-1 AB BY WBA	86689		90	\$ _____	\$ _____
5.1.338	CATECHOLAMINES, FRAC	82384		3	\$ _____	\$ _____
5.1.339	AMMONIA (P)	82140		29	\$ _____	\$ _____
5.1.340	JO-1 ANTIBODY	86235		7	\$ _____	\$ _____
5.1.341	EBV AB PANEL	86664, 86665 (2)		18	\$ _____	\$ _____
5.1.342	LUPUS ANTICOAG W/RFL	85613, 85730		32	\$ _____	\$ _____
5.1.343	HSV IGM AB SCREEN	86694		1	\$ _____	\$ _____
5.1.344	SM & SM/RNP ABS	86235 (2)		44	\$ _____	\$ _____
5.1.345	ABO GRP AND RH TYPE	86900, 86901		1,641	\$ _____	\$ _____
5.1.346	LYMPH SUBSET PNL 4	86360		1,575	\$ _____	\$ _____
5.1.347	HCV RNA QUANT.TMA	87522		3	\$ _____	\$ _____
5.1.348	HIV-1/HIV-2 WEST.BLT	86689		25	\$ _____	\$ _____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S3YB5530	PAGE OF 35 38
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	Test	CPT	Method	Volume	Unit cost	Extended cost
5.1.349	CF CARRIER SCREEN	83891, 83900, 83901 (13), 83909, 83912, 83914 (32)		470	\$ _____	\$ _____
5.1.350	HIV 1 GENO. RTI PRI	87900, 87901		3	\$ _____	\$ _____
5.1.351	HIV 1 VIRTUAL PHENO.	87900		3	\$ _____	\$ _____
5.1.352	GLIADIN IGA	83516		44	\$ _____	\$ _____
5.1.353	PROTEIN,TOT,W/O CREAT	84156		67	\$ _____	\$ _____
5.1.354	METANPH, RAND (U)	83835		3	\$ _____	\$ _____
5.1.355	TESTOSTERONE,F&T&BIO	82040, 84270, 84403		3	\$ _____	\$ _____
5.1.356	LKM-1 ANTIBODY(IGG)	86376		17	\$ _____	\$ _____
5.1.357	PHOSPHOLIPID NEUT	85597		4	\$ _____	\$ _____
5.1.358	TESTOSTERONE,T,LC/MS	84403		118	\$ _____	\$ _____
5.1.359	PRA LC/MS/MS	84244		62	\$ _____	\$ _____
5.1.360	ALDOSTERONE,LC/MS/MS	82088		48	\$ _____	\$ _____
5.1.361	FACTOR V (LEIDEN)	83891, 83898, 83909, 83912, 83914		10	\$ _____	\$ _____
5.1.362	HYALURONIC ACID	83520		3	\$ _____	\$ _____
5.1.363	HLA-B*5701 TYPING	83891, 83896 (30), 83900, 83912		117	\$ _____	\$ _____
5.1.364	THYROGLOBULIN QT	84432, 86800		57	\$ _____	\$ _____
5.1.365	TSIG	84445		24	\$ _____	\$ _____
5.1.366	HOMOCYSTEINE,CARDIO	83090		29	\$ _____	\$ _____
5.1.367	MEASLES AB IGM, IF	86765		69	\$ _____	\$ _____
5.1.368	HIV-1 GENOTYPING RTI	87901		100	\$ _____	\$ _____
5.1.369	HIV-1 GENOTYPING PRI	87901		100	\$ _____	\$ _____
5.1.370	H.PYLORI AG STOOL	87338		70	\$ _____	\$ _____
5.1.371	HIV-1 GENOTYPE	87901		72	\$ _____	\$ _____
5.1.372	HIV 2 PCR	87538		1	\$ _____	\$ _____
5.1.373	*HEMOGLOBINOPATHY	83021, 85014, 85018, 85041		2,018	\$ _____	\$ _____
5.1.374	HCV RNA BY PCR,QT	87522		581	\$ _____	\$ _____
5.1.375	RPR(DX)REFL FTA	86592		34	\$ _____	\$ _____
5.1.376	TESTOSTERONE, FR&TOT	84402, 84403		211	\$ _____	\$ _____
5.1.377	RPR TITER	86593		4	\$ _____	\$ _____
5.1.378	SMOOTH MUSCL TITER	86256		9	\$ _____	\$ _____
5.1.379	ANA TITER&PATTERN	86039		184	\$ _____	\$ _____
5.1.380	MUMPS V AB(IGM)	86735		24	\$ _____	\$ _____
5.1.381	LUPUS ANTICOAG HEX	85598		9	\$ _____	\$ _____
5.1.382	TOXO IGM EIA	86778		28	\$ _____	\$ _____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S3YB5530	PAGE OF 36 38
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	Test	CPT	Method	Volume	Unit cost	Extended cost
5.1.383	CRYPTO AG DFA	87015, 87272		2	\$ _____	\$ _____
5.1.384	RUBELLA IGG&IGM AB	86762 (2)		4	\$ _____	\$ _____
5.1.385	HCV GENOTYPE LIPA	87902		221	\$ _____	\$ _____
5.1.386	TOXO IGG AB W/REFL	86777		131	\$ _____	\$ _____
5.1.387	HGB INDICES	85014, 85018, 85041		1,379	\$ _____	\$ _____
5.1.388	SOLUBLE LIVER AG ABS	83520		8	\$ _____	\$ _____
5.1.389	HSV TYPE 1	87140		16	\$ _____	\$ _____
5.1.390	SHARED ASSAY COMP	83891, 83909		10	\$ _____	\$ _____
5.1.391	HIV-1 RNA,QN,RT PCR	87536		1,557	\$ _____	\$ _____
5.1.392	ATYP P-ANCA TITER	86021		2	\$ _____	\$ _____
5.1.393	ANCA SC W/RFL TITER	86021		60	\$ _____	\$ _____
5.1.394	CULTURE, CSF	87070, 87205		7	\$ _____	\$ _____
5.1.395	CULTURE, BLOOD	87040		64	\$ _____	\$ _____
5.1.396	CULTURE, VIRUS	87252		19	\$ _____	\$ _____
5.1.397	CULTURE, AEROB/ANAER	87070, 87075, 87205		25	\$ _____	\$ _____
5.1.398	ANAEROBIC CULT. W/GS	87075, 87205		2	\$ _____	\$ _____
5.1.399	CULTURE, AEROBIC BAC	87070		9	\$ _____	\$ _____
5.1.400	HEP B CORE IGM AB	86705		15	\$ _____	\$ _____
5.1.401	VIR RESP, SCR W/REFL	87300		81	\$ _____	\$ _____
5.1.402	VIRAL RESP CUL W/RFL	87254		5	\$ _____	\$ _____
5.1.403	D TEST	87184		3	\$ _____	\$ _____
5.1.404	INFLUENZA A H1N1(SWINE)	87502		11	\$ _____	\$ _____
5.1.405	CULTURE, AEROBIC #2	87070		1	\$ _____	\$ _____
5.1.406	SHIGA TOXINS E.COLI	87427		7	\$ _____	\$ _____
5.1.407	VIRAL ID, RESP	87260, 87275, 87276, 87279 (3), 87280		4	\$ _____	\$ _____
5.1.408	PLT SODIUM CITRATE	85049		5	\$ _____	\$ _____
5.1.409	ACHR BINDING AB	83519		3	\$ _____	\$ _____
5.1.410	GBM ANTIBODY	83520		2	\$ _____	\$ _____
5.1.411	PARIETAL CELL W/REFL	86255		1	\$ _____	\$ _____
5.1.412	STRIATED MUSCLE W/REFL	86255		2	\$ _____	\$ _____
5.1.413	C1 INHIBITOR, FUNCT	86161		3	\$ _____	\$ _____
5.1.414	CATECHOL, F&T, PL	82384		17	\$ _____	\$ _____
5.1.415	COAG FACTOR VII ACT	85230		1	\$ _____	\$ _____
5.1.416	FACTOR VIII ACTIVITY	85240		16	\$ _____	\$ _____
5.1.417	COAG FACTOR IX ACT	85250		2	\$ _____	\$ _____

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	Test	CPT	Method	Volume	Unit cost	Extended cost
5.1.418	COAG FACTOR X ACT	85260		1	\$ _____	\$ _____
5.1.419	FSH	83001		2	\$ _____	\$ _____
5.1.420	G-6-PD (B)	82955		11	\$ _____	\$ _____
5.1.421	HAPTOGLOBIN	83010		20	\$ _____	\$ _____
5.1.422	HEP A IGM AB	86709		7	\$ _____	\$ _____
5.1.423	PROLACTIN	84146		6	\$ _____	\$ _____
5.1.424	CBC(H/H,RBC,WBC,PLT)	85027		38	\$ _____	\$ _____
5.1.425	IMCAP, PEANUT (F13)	86003		3	\$ _____	\$ _____
5.1.426	BILE ACIDS,FRAC/TOT	83789		3	\$ _____	\$ _____
5.1.427	CA 19-9 (CENTOCOR)	86301		11	\$ _____	\$ _____
5.1.428	TETANUS ANTITOXOID	86774		6	\$ _____	\$ _____
5.1.429	HEAVY METALS (U)	82175, 82570, 83655, 83825		2	\$ _____	\$ _____
5.1.430	PORPHYRINS, TOTAL	82491		1	\$ _____	\$ _____
5.1.431	GLUCOSE, GEST. SCR.	82950		10	\$ _____	\$ _____
5.1.432	ALPHA THAL MUT ANAL	83891, 83894, 83900, 83901 (5), 83912		16	\$ _____	\$ _____
5.1.433	KAPPA/LAMBDA W/RATIO	83883 (2)		3	\$ _____	\$ _____
5.1.434	CORTISOL, FREE 24HR	82530		7	\$ _____	\$ _____
5.1.435	FISH CML/ALL BCR/ABL	88271 (2), 88275, 88291		3	\$ _____	\$ _____
5.1.436	KAPPA LIGHT CHAIN,FREE	83883		5	\$ _____	\$ _____
5.1.437	VWF FUNCTIONAL,ACT.	85245		10	\$ _____	\$ _____
5.1.438	TSH RECEPTOR AB	82397		3	\$ _____	\$ _____
5.1.439	HSV 2 W/REFL INHIB	86696		2	\$ _____	\$ _____
5.1.440	HSV2 INHIBITION	86696		3	\$ _____	\$ _____
5.1.441	ANDROSTENEDIONE LCMS	82157		2	\$ _____	\$ _____
5.1.442	LEU & LYM 22 MARKERS	88184, 88185 (21), 88189		3	\$ _____	\$ _____
5.1.443	CT/NG SDA	87491, 87591		2	\$ _____	\$ _____
5.1.444	MTHFR, DNA MUTATION	83891, 83900, 83909, 83912, 83914 (2)		3	\$ _____	\$ _____
5.1.445	ACHR MODULATING AB	83519		4	\$ _____	\$ _____
5.1.446	HCV RNA BDNA	87522		3	\$ _____	\$ _____
5.1.447	SHBG	84270		2	\$ _____	\$ _____
5.1.448	CHROMATIN AUTO AB	86235		2	\$ _____	\$ _____
5.1.449	MEASLES AB IGG,IGM	86765 (2)		2	\$ _____	\$ _____
5.1.450	T-3, FREE	84481		12	\$ _____	\$ _____
5.1.451	ORASURE HIV-1 AB			600	\$ _____	\$ _____
5.1.452	HIV-1 AB BY WBA			300	\$ _____	\$ _____

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	Test	CPT	Method	Volume	Unit cost	Extended cost
5.1.453	HIV-2 AB, WB			5	\$ _____	\$ _____
5.1.454	ORASURE Confirmation			300	\$ _____	\$ _____
5.1.455	HIV-2 AB, EIA			5	\$ _____	\$ _____
5.1.456	HIV-1 AS SCR SUB-W/RFLS			2,500	\$ _____	\$ _____

Extended Total Bid Amount \$ _____
(Unit Price X Quantities for
all items bid).

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

TYPE OF TRANSPORT: _____

ATTACHMENT 'A'
CITY OF PHILADELPHIA BID BOND
S3YB5530

CITY OF PHILADELPHIA



BID BOND

FOR CITY OF PHILADELPHIA BID NUMBER: _____

(Please Fill In)

KNOW ALL MEN BY THESE PRESENTS, THAT WE

_____ as Principal (hereinafter called the "Principal Obligor"), and

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

Sealed with our seals and dated the _____ day of _____ two-thousand and twelve (2012).

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

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

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

CORPORATE SEAL:

PRINCIPAL OBLIGOR:

_____ (SEAL)
President/Vice-President

_____ (SEAL)
Secretary/Treasurer

SURETY SEAL:

SURETY:

_____ (SEAL)
Attorney-In-Fact

INSTRUCTIONS :

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

ATTACHMENT 'B'
AIDS ACTIVITY COORDINATING
OFFICE SITE LOCATIONS

Name	Site Name	ZIP	Address 1	Address 2	Phone
ActionAIDS	ActionAIDS Arch St. Office	19107	1216 Arch St.	6th Floor	(215) 981-0088
Albert Einstein Healthcare Network	Albert Einstein Community Practice Center	19141	5501 Old York Road		(215) 456-3465
ASIAC	ASIAC	19107	340 N. 12th St.	Suite 205	(215) 563-2424
Attic Youth Center	Attic Youth Center	19102	255 S. 16th St.		(215) 545-4331
BEBASHI	BEBASHI	19123	1217 Spring Garden St.	1st Floor	(215) 769-3561
CHOP	Market Street Primary Care Center	19104	3550 Market St.	5th Floor	(215) 590-4943
CHOP	Cobbs Creek Primary Care Center	19139	225 Cobbs Creek Parkway		(215) 590-4943
CHOP	Childrens Hosp. of Philadelphia: Emergency Dept.	19104	3402 Civic Center Blvd.		(215) 590-4943
Colours	The Colours Organization	19102	112 N. Broad St.	3rd Floor	(215) 496-0330
Congreso de Latinos Unidos	Congreso Esfuerzo Program	19140	3439 N. Hutchinson St.		(215) 763-8870
Congreso de Latinos Unidos	Congreso de Latinos Unidos Inc.	19133	216 W. Somerset St.		(215) 763-8870
Drexel U. Coll. of Med.	Partnership Practice Emergency Dept	19102	1427 Vine St.		(215) 762-3288
Drexel U. Coll. of Med.	Drexel Internal Medicine Broad Street	19102	205 North Broad Street	6th floor	
Drexel U. Coll. of Med.	11th Street Family Health Services	19123	850 North 11th Street		
Drexel U. Coll. of Med.-St. Christopher's Hosp.	St. Christophers Hosp.-HIV Outpatient Clinic	19134	Erie Ave. at Front St.		(215) 427-5561
Drexel U. Coll. of Med.-St. Christopher's Hosp.	St. Christophers Emergency Room	19134	E. Erie Ave. at N. Front St.		(215) 427-5000
Family Planning Council	Spectrum Health Services-Broad Street (COC)	19122	1415 N. Broad St.	2nd Floor	(215) 235-7944
Family Planning Council	St. Christophers Hosp.-Adolescent Medicine	19134	3601 A St.	Nelson Pavillion, 2nd Floor	(215) 427-3802
Family Planning Council	Mazzoni Family and Community Medicine	19107	1201 Chestnut St.	3rd Floor	(215) 563-0658
Family Planning Council	Womens Care at Northeastern	19134	2301 E. Allegheny Ave.	4th Floor	(215) 291-3700
Family Planning Council	PHMC Health Connection	19122	1035 W. Berks St.		(215) 765-6690
Family Planning Council	Women & Childrens Health Services	19106	700 Spruce St.	Suite 200	(215) 829-3525
Family Planning Council	Temple Midwifery (COC)	19132	2701 N. Broad St.	1st Floor	(215) 226-8820
Family Planning Council	Temple U. Student Health Services	19122	1810 Liacouras Walk	4th Floor	(215) 204-1853
Family Planning Council	Temple Center for Womens Health	19140	3401 N. Broad St.	8th Floor	(215) 707-1769
Family Planning Council	PHMC-Woodstock Family Ctr (Act2) Nursing Ctr.	19121	1981 N. Woodstock St.		(215) 235-7936
Family Planning Council	PHMC-PEC Nursing Center-Families First	19104	325 N. 39th St.		(215) 382-7523
Family Planning Council	PHMC-Mary Howard Health Center	19146	330 S. 13th St.		(215) 592-4500
Family Planning Council	Partnership Practice	19102	1427 Vine St.	3rd Floor	(215) 762-2538
Family Planning Council	Albert Einstein-Teen Health Center	19141	5501 Old York Road		(215) 456-7170
Family Planning Council	Planned Parenthood SEPA-Northeast Center	19152	8210 Castor Ave.		(215) 351-5539
Family Planning Council	Planned Parenthood SEPA-Locust Street Center	19107	1144 Locust Street		(215) 351-5539
Family Planning Council	Planned Parenthood SEPA-Elizabeth Blackwell Ctr.	19107	1211 Chestnut St.	Suite 405	(215) 351-5539
Family Planning Council	Helen O. Dickens	19104	3400 Spruce St.		(215) 615-5350
Family Planning Council	Temple Adolescent Medicine	19140	3509 N. Broad St.		(215) 707-6495
Family Planning Council	Womens Care Center of Drexel U.	19102	1427 Vine St.	7th Floor	(215) 762-3484
Family Planning Council	Pathways PA	19133	926 West Allegheny Avenue		
Family Planning Council-Circle of Care	Spectrum Health Services-Haddington (COC)	19139	5619 Vine St.		(215) 471-2761
Family Planning Council-Safeguards	Family Planning Council (COC Main Office)	19102	1700 Market St.	18th Floor	(215) 985-2657

Family Practice and Counseling Network	The Health Annex	19144	4700 Wissahickon Ave.	Ste. 118	
Health Federation	Health Federation of Philadelphia (COC Perinatal)	19107	1211 Chestnut St.		(215) 246-5210
Health Federation	Maria De Los Santos (COC Perinatal)	19133	401-55 W. Allegheny		(215) 291-2500
Hosp. of U. of Pennsylvania (HUP)	MacGregor Infectious Disease	19104	3 Silverstein	Suite D	(215) 615-1717
Mazzoni Center	Mazzoni Center Fam. & Comm. Medicine	19107	809 Locust St.		(215) 563-0658
Mazzoni Center	Mazzoni Center-Main Office	19107	S. 12 St.	8th Floor	(215) 563-0658
Mercy Catholic Medical Center	Mercy Catholic Med Center E.R.	19143	501 S 54th St.		
One Day at a Time (ODAAT)	ODAAT, INC	19132	2532 N. Broad St.		(215) 226-7860
Pennsylvania Presbyterian Medical Ctr	Emergency Department	19104	51 N. 39th St.		(215) 662-8680
Pennsylvania Presbyterian Medical Ctr	Penn Community Practices Clinic	19104	3910 Powelton Ave.	2nd Floor	(215) 662-8680
Phila. Dept of Pub Hlth, AACO PCRS	AACO Partner, Counseling, & Services (PCRS)	19107	1101 Market St.	8th Floor	
Phila. Dept of Pub Hlth, AACO Research	AACO Research-Behavioral Surveillance	19107	1101 Market St.	8th Floor	(215) 685-4779
Phila. Dept of Pub Hlth, AHS	Health Center #2	19145	1720 S. Broad St.		215-685-1803
Phila. Dept of Pub Hlth, AHS	Health Center #3	19104	555 S. 43rd St.		215-685-7504
Phila. Dept of Pub Hlth, AHS	Health Center #4	19104	4400 Haverford Ave.		215-685-7601
Phila. Dept of Pub Hlth, AHS	Health Center #5	19121	1920 N. 20th St.		215-685-2933
Phila. Dept of Pub Hlth, AHS	Health Center #5, STD	19121	1900 N. 20th St.		215-685-2933
Phila. Dept of Pub Hlth, AHS	Health Center #6	19123	321 W. Girard Ave.		215-685-3803
Phila. Dept of Pub Hlth, AHS	Health Center #9	19144	131 E. Chelton Ave.		215-685-5701
Phila. Dept of Pub Hlth, AHS	Health Center #10	19149	2230 Cottman Ave.		215-685-0639
Phila. Dept of Pub Hlth, AHS	Strawberry Mansion Health Center	19132	2840 Dauphin St.		215-685-2400
Phila. Dept of Pub Hlth, AHS	Health Center #1	19146	500 S. Broad St.		215-685-6570
Phila. Dept of Pub Hlth, Coop Agreement Site	Mary Howard Health Center	19107	125 S. 9th St.		(215) 592-7528
Phila. Dept of Pub Hlth, Coop Agreement Site	Broad Street Health Center	19122	1415 N. Broad St.	2nd Floor	(215) 471-2920
Phila. Dept of Pub Hlth, Coop Agreement Site	Flick Center TB Clinic	19107	305 S. 13th St.		(215) 546-5820
Phila. Dept of Pub Hlth, Coop Agreement Site	PHMC Care Clinic	19123	1200 Callowhill St.	Suite 101	215-825-8288
Phila. Dept of Pub Hlth, Coop Agreement Site	New Pathways for Women	19133	2539 Germantown Ave.	(Rear entrance)	(215) 225-5800
Phila. Dept of Pub Hlth, Coop Agreement Site	The Consortium Inc.	19082	5501 Chestnut St.		(215) 748-8400
Phila. Dept of Pub Hlth, Coop Agreement Site	PHMC Nursing Office - Ridge Avenue Shelter	19123	1360 Ridge Ave.		
Phila. Dept of Pub Hlth, Coop Agreement Site	PHMC Nursing Office - Outley House	19142	6901 Woodland Ave.		
Phila. Dept of Pub Hlth, Coop Agreement Site	PHMC Nursing Office - Sheila Dennis House	19132	2601 N. Broad St.		
Phila. Dept of Pub Hlth, Coop Agreement Site	PHMC Nursing Office - Our Brothers Place	19123	907 Hamilton St.		
Phila. Dept of Pub Hlth, Coop Agreement Site	PHMC - Womens Winter Respite	19130	1515 Fairmount Ave.		
Phila. Dept of Pub Hlth, Coop Agreement Site	PHMC - St. Johns Hospice	19107	1221 Race St.		
Phila. Dept of Pub Hlth, Coop Agreement Site	PHMC - Navigation Center	19104	3309 Melon St.		
Phila. Dept of Pub Hlth, Coop Agreement Site	PHMC - Broad Street Ministry	19107	315 S. Broad St.		
Phila. Dept of Pub Hlth, OAS Site	JEVS ACT I & II	19141	ACT1-Old York Rd. (19141)	ACT2-1745 N. 4th St. (19122)	(215) 276-8400
Phila. Dept of Pub Hlth, OAS Site	APM	19140	4301 Rising Sun Ave.		(215) 235-6788
Phila. Dept of Pub Hlth, OAS Site	The Consortium	19104	451 S. University Ave.		(215) 596-8000
Phila. Dept of Pub Hlth, OAS Site	Gaudenzia/DRC	19106	3200 Henry Ave.		(215) 625-8060
Phila. Dept of Pub Hlth, OAS Site	Gaudenzia - Outreach II	19144	39 E. Schoolhouse Lane		(215) 849-7200
Phila. Dept of Pub Hlth, OAS Site	Kensington Hosp.	19122	136 W. Diamond St.		(215) 426-8100

Phila. Dept of Pub Hlth, OAS Site	NorthEast Treatment Center	19123	499 N. 5th St.		(215) 451-7000
Phila. Dept of Pub Hlth, OAS Site	Parkside Recovery	19131	5000 Parkside Ave.		(215) 879-6116
Phila. Dept of Pub Hlth, OAS Site	NPHS (N. Phila. Health Sys)	19122	801 Girard Ave.		(215) 787-2000
Phila. Dept of Pub Hlth, OAS Site	Thomas Jefferson U. NARP	19146	1021 S. 21st St.		(215) 735-5979
Phila. Dept of Pub Hlth, OAS Site	Greater Philadelphia Urban Affairs Coalition	19107	1207 Chestnut St.	7th Floor	(215) 851-0110
Phila. Dept of Pub Hlth, OAS Site	Parkside Recovery- New Directions	19124	4806 Frankford Ave.		(215) 533-6204
Phila. Dept of Pub Hlth, OAS Site	Parkside Recovery Germantown	19144	5429 Germantown Ave.		(215) 754-0242
Phila. Dept of Pub Hlth, OAS Site	Outreach I	19123	1306 Spring Garden St.		(215) 356-2763
Phila. Dept of Pub Hlth, OAS Site (PUAC)	Caring Together	19121	1981 N. Woodstock St.		
Phila. Dept of Pub Hlth, OAS Site (PUAC)	Horizon House	19132	2137 N. 33rd St.		
Phila. Dept of Pub Hlth, OAS Site (PUAC)	INTERAC	19128	481 Krams St.		
Phila. Dept of Pub Hlth, OAS Site (PUAC)	JFK Methadone	19123	907 N. Broad St.		
Phila. Dept of Pub Hlth, OAS Site (PUAC)	NU-STOP	19143	5616 Woodland Ave.		
Phila. Dept of Pub Hlth, OAS Site (PUAC)	One Day At A Time	19132	2532 N. Broad St.		
Phila. Dept of Pub Hlth, OAS Site (PUAC)	Sobriety Through Out-Patient	19132	2534-36 N. Broad St.	Suite 200	
Phila. Dept of Pub Hlth, OAS Site (PUAC)	Women's World	19141	1315 Windrim Ave.		
Phila. Dept of Pub Hlth, OAS Site (PUAC)	Recovery King	19144	113 W. Berkley St.		(215) 951-2223
Phila. Dept of Pub Hlth, OAS Site (PUAC)	Self Inc.	19102	1425 Arch St.	Ste. 3	(215) 457-3907
Phila. Dept of Pub Hlth, OAS Site (PUAC)	Gibson Foundation	19134	3339 Frankford Avenue		(215) 851-1750
Phila. Dept of Pub Hlth, OAS Site (PUAC)	Caring Together-Drexel	19144	4700 Wissahickon Ave.	Bldg. C	
Phila. Dept of Pub Hlth, OAS Site (PUAC)	Philadelphia Sexual Assault Response Center	19125	100 E. Lehigh Ave.	MAB Suite 205	(215) 425-1625
Phila. Dept of Pub Hlth, PHMC Sites	Public Health Management Corporation	19102	260 South Broad Street	SHS Dept.	(215) 985-2581
Phila. Dept of Pub Hlth, Prison AIDS Project	ASD/Cannery	19136	8207 Torresdale Ave.		(215) 685-8507
Phila. Dept of Pub Hlth, Prison AIDS Project	Prison Off Site Events	19136	8001 State Rd.		
Phila. Dept of Pub Hlth, Prison AIDS Project	Alternative Special Detention	19136	8101 State Rd.		(215) 685-8195
Phila. Dept of Pub Hlth, Prison AIDS Project	House of Correction	19136	8001 State Rd.		(215) 685-8195
Phila. Dept of Pub Hlth, Prison AIDS Project	Riverside Correctional Facility	19136	8151 State Rd.		(215) 685-8507
Phila. Dept of Pub Hlth, Prison AIDS Project	Curran-Fromhold Correctional Facility	19136	7901 State Rd.		(215) 685-8195
Phila. Dept of Pub Hlth, Prison AIDS Project	Detention Center	19136	8201 State Rd.		(215) 685-8195
Phila. Dept of Pub Hlth, Prison AIDS Project	Philadelphia Industrial Correctional Center	19136	8301 State Rd.		(215) 685-8195
Phila. Urban Affairs Coalition	YOACAP	19107	1207 Chestnut St.	3rd Floor	(215) 851-1834
Phila. Urban Affairs Coalition	GALAEI	19107	1207 Chestnut St.	5th Floor	(215) 851-1822
Phila. Urban Affairs Coalition	Preventing HIV Project/Get Up	19134	2815 Kensington Avenue		(215) 837-4568
Phila. Urban Affairs Coalition	NUAD	19143	5218 Woodland Ave.		(215) 724-7430
Philadelphia Fight	Philadelphia FIGHT	19107	1233 Locust St.	5th Floor	(215) 985-0983
Philadelphia Fight	Y-HEP Drop In Center	19102	112 N. Broad St.		(215) 564-6388
Positive Effect Outreach Ministries	Christ Community Baptist Church	19104	1222 N. 41st St.		(267) 242-1588
Prevention Point	Harm Reduction Services Center	19133	166 W. Lehigh Ave.	Lower Level	(215) 634-5272
Quality Community Health Care, Inc.	Quality Community Health Care, Inc.	19132	2501 W. Lehigh Ave.		(215) 227-0300
Temple U.	Temple U.-Clinic	19140	1316 W. Ontario St., Jones Hall,	Suite 808	(215) 707-1800
Temple U.	Emergency Department	19134	3401 N Broad St.	8th floor, zone B	(215) 291-3610

Thomas Jefferson U.	TJU Hosp. Emergency Room	19107	132 South 10th St.		(215) 955-4190
Thomas Jefferson U.	Methodist Hosp. (E.I.)	19148	2301 South Broad St.		(215) 952-9000
Treatment and Recovery Partnership (TARP)	Sobriety Through OutPatient, Inc.	19132	2534-36 N. Broad St.	Suite 200	(215) 227-7867
Urban Solutions	Urban Solutions	19146	1408 S. Broad St.		(215) 755-6462
Women's Christian Alliance	Womens Christian Alliance	19121	1722-42 Cecil B. Moore Avenue		(215) 236-9911

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.



CITY OF PHILADELPHIA

INSTRUCTIONS FOR GETTING PAID

BY THE CITY OF PHILADELPHIA

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

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

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

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

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

BIDDERS GUIDELINES*

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

- Read the entire bid so that you fully understand all the requirements.
- All bids must be submitted to the City no later than the time and date states as the Bid opening.
- Note the City Anti-Discrimination Policy or Economic Opportunity Plan (EOP). If Department of Commerce Office of Economic Opportunity (OEO) Participation is required be sure to fill out all appropriate forms. If you have questions call OEO at (215) 683-2000.
- 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 the 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



CITY OF PHILADELPHIA

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, 2011 – June 30, 2012

(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, 2011 to June 30, 2012**, complete the enclosed application and return it with a check for **\$120.00**. Make the check payable to "City of Philadelphia". It is **non-refundable**. To clarify the precise use of the check, enter the words "**Bid Security Program**" **2011–2012** on the face of the check.

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

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

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

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

Company Name: _____

Fed EIN/SSN: _____

Street Address _____

City, State, Zip: _____

Contact Person: _____

Telephone No: (____) _____ Fax No: (____) _____

A. Check payable to the City of Philadelphia in the amount of \$120.00 for 7/1/11 to 6/30/12
DO NOT SEND CASH. NO PERSONAL CHECKS.

Internal Use Only

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



CITY OF PHILADELPHIA

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)



CITY OF PHILADELPHIA

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.

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

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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 non-responsiveness 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 non-responsive and shall be rejected, except where the Procurement Commissioner, in his/her sole discretion, determines that the non-responsiveness is not material to the Invitation and Bid or that a waiver of the non-responsiveness 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 non-responsiveness shall be final and any bid rejected as non-responsive 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;

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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

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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

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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 31 herein.**

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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 or 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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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 in Philadelphia Code Section 17-1302(5) and 17-1303, Contractor shall comply with the minimum compensation standards by providing to those employees an hourly wage, excluding benefits, at least 150 percent of the federal minimum wage, and health benefits to each full-time, non-temporary, non-seasonal covered Employee, as more fully set forth at Philadelphia Code Chapter 17-1300. By submission of its Bid, Contractor so acknowledges and certifies its compliance with Chapter 17-1300 and shall promptly provide to the City, at its request, all documents and information further verifying its compliance with the requirements of this Chapter. Furthermore, Contractor shall notify each affected employee what wages are required to be paid.

The Managing Director's Office (MDO) may grant a partial or total waiver of Chapter 17-1300 based on specific stipulated reasons elaborated in Section 17-1304.

30. PROTECTION OF DISPLACED CONTRACT WORKERS. If this bid is for the furnishing of the following services, Security, Janitorial, Building Maintenance, Food and Beverage, Hotel or Non-Professional Health Care Services, then this bid is subject to the "Protection of Displaced Contract Workers" Law, Chapter 9-2300 of the Philadelphia Code. The successful Bidder, if it is a Successor Contractor is required, among other things, to retain certain service employees of the Predecessor Contractor for a ninety day period.

31. EQUAL BENEFITS. If this is a Service Contract, as defined in Philadelphia Code Section 17-1901(4), for an amount in excess of \$250,000, Contractor shall, for employees providing services under the Service Contract who reside in the City or employees who are non-residents subject to City wage tax under Philadelphia Code Section 19-502(b), extend the same employment benefits the Contractor extends to spouses of its employees to life partners of such employees. By submission of its Bid, Contractor so acknowledges and certifies its compliance with Chapter 17-1900 of the Philadelphia Code and shall notify its employees of the employment benefits available to life partners pursuant to Chapter 17-1900. Following the award of a contract subject to Chapter 17-1900 and prior to execution of the contract by the City, Contractor shall certify that its employees have received the required notification of the employment benefits available to life partners and that such employment benefits will actually be available, or that the Contractor does not provide employment benefits to the spouses of married employees.

Contractor's failure to comply with the provisions of Chapter 17-1900 or any discrimination or retaliation by the Contractor against any employee on account of having claimed a violation of Chapter 17-1900 shall be a material breach the Service Contract.

**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)