Emergency Medical Supplies and Equipment

S5Z61200

Issued by: **CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT**
Required by: **VARIOUS DEPARTMENTS**

Bid Opening Date:	**February 23, 2015**
Bid Opening Time:	**10:30 AM Philadelphia Local Time**
Location for Bid Opening:	**MUNICIPAL SERVICES BUILDING - ROOM 170A** **1401 JFK BOULEVARD, PHILADELPHIA PA 19102**
Buyer:	**T. Vinson**
Spec. Writer:	**J. Washington**

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

BIDDER AGREES TO COMPLY WITH ALL CONDITIONS OF THIS BID. UNSIGNED BIDS WILL NOT BE ACCEPTED*. BIDDER MUST COMPLETE THE INFORMATION BELOW:*

NAME AND ADDRESS OF FIRM:

FEDERAL EIN/SOCIAL SECURITY NUMBER:

BID QUESTIONS

All questions concerning this Invitation and Bid, including specifications and conditions, must be presented prior to the bid opening date and time. Contact the Procurement Department Customer Service Unit by emailing Bid.Info@phila.gov or by calling **(215) 686-4720** with questions.

Office of Economic Opportunity (OEO)
Anti-Discrimination Policy
Executive Order 03-12 – Bidder Requirements

This Invitation and 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. Any and all questions about Executive Order 03-12 and bidder compliance should be directed to the Office of Economic Opportunity (OEO) office at (215) 683-2000.

PARTICIPATION RANGES:

M-BE:	15% to 20%
	AND
W-BE:	10% to 15%
DS-BE:	0% to 0%

FOR PROCUREMENT USE ONLY. DO NOT MAKE ANY MARKS IN THIS BOX.

Bid Security Fee ☐Yes ☐No Method (if paid with bid) _____ Check or M/O # _____

Bid Processing Fee ☐Yes ☐No Method _____ Check or M/O # _____

Mary E. Stitt
Procurement Commissioner

SECTION 1: GENERAL BID SUBMISSION

1.1 **TITLE: EMERGENCY MEDICAL SUPPLIES AND EQUIPMENT**

SCHEDULE NO: 150-02

1.2 **CONTRACT TERM** 03/01/2015 to 02/29/2016 ("Initial Term"), with an option to renew for up to three (3) additional one (1) year periods, ("the Renewal Term") exercisable, at the City's sole discretion, as of the expiration of the Initial Term or the current Renewal term. The City may, at its sole discretion, renew the contract for up to three (3) months at the beginning of each renewal period (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 successful bidder that the Contract is renewed for the Renewal Term or Additional Performance Period (identified by commencement and termination dates) that is specified in the Renewal Notice. The Contract shall be deemed to be renewed for such Renewal Term or Additional Performance Period, and successful bidder shall be obligated to perform all terms and conditions of the Contract throughout such Renewal Term or Additional Performance Period, as of the effective date indicated on the City's Renewal Notice, whether or not successful bidder 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, all Renewal Terms, any Additional Performance Period, and the period of any unexpired warranty provided or required under the Contract, without notice of Contract renewal by the City to the surety or the consent of the surety thereto. It is the sole responsibility of the successful bidder to ensure that such bond(s) remain in full force and effect as provided in this Section, and failure to do so shall be an event of default pursuant to Paragraph 19, Default and Termination, of the attached SS&E Terms and Conditions of Bidding and Contract.

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. Successful bidder(s) are cautioned not to deliver any materials or services without first being advised to do so by the ordering agency through a purchase order or other authorized document from the Procurement Department.

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 years by City Council. The City's fiscal year is from July 1st to June 30th inclusive.

Materials 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 an award involving following fiscal years' funds until such orders are issued.

The obligation to deliver on such purchase orders shall not take effect until the orders are issued. To simplify the contract procedure, however, the successful bidder(s) may be required to furnish an individual Performance Bond to cover units awarded to them.

1.4 **METHODOLOGY OF ACQUISITION**:

1.5 **STATEMENT OF DIRECTION:**
It is the intent of the City of Philadelphia to make an award for **Emergency Medical Supplies and Equipment** for the various City agencies and departments as specified herein during the contract period.

1.6 **BID SECURITY**

1.6.1 In order to be an eligible Services, Supplies and Equipment bidder, all SS&E bidders must be enrolled in the City's New Annual Bid Security Program. The program covers the time period from **July 1, 2014 – June 30, 2015**. All bidders must complete the registration form and pay the **non-refundable** Annual Bid Security Program fee of one hundred dollars (**$100.00**) payable to the order of the "The City of Philadelphia". The fee must be submitted in the form of a company check, certified check, cashier's check, treasurer's check, bank money order, or United States postal money order.

The fee should be submitted, under separate cover, to the attention of **"Annual Bid Security Program"** at least one day prior to the first bid that the bidder wants covered under the program. If the bidder chooses to submit the completed registration form and payment for the Annual Bid Security Program with their bid, **company checks will not be accepted** and the payment **MUST** be in the form of a **non-refundable certified check, cashier's check, treasurer's check, bank money order, or United States postal money order** in the amount of one hundred dollars (**$100.00**) made payable to "The City of Philadelphia". Enrollment and payment of the Annual Bid Security Program must be completed in order to be eligible for award in accordance with Paragraph 2 of the "Services, Supplies, and Equipment (SS&E) Terms and Conditions of Bidding and Contract".

1.7 **BID SECURITY**

1.7.1 For the purpose of this bid only, bidders must submit with their bid a **Bid Bond** executed on the attached **City Bid Bond Form** in the amount of 10% of the bidder's bid.

1.8 **BID INFORMATION**:

1.8.1 All information related to this bid will be contained in this Invitation and Bid as issued or amended.

1.8.2 Information provided verbally by any City official shall not be binding, relevant, or in any way considered to be a commitment by the City. The City will provide, in writing, any clarifications, changes, and/or other information deemed to be necessary.

1.9 **BID SUBMISSION**:

1.9.1 All bids submitted to the City of Philadelphia must adhere to all bid submission requirements. It is the bidder's responsibility to ensure all bid submission requirements are met. Failure to adhere to these instructions may result in the bid being disqualified.

1.9.2 Advertised sealed bids shall be received and opened publicly at 10:30 AM Philadelphia local time in Room #170A, 1st Floor of the Municipal Services Building, located at 1401 JFK Boulevard, Philadelphia, Pennsylvania 19102, on the bid opening date.

1.9.3 Bidders must submit their bid to the City of Philadelphia **no later than 10:30 AM** on the date that the bid opens. **BIDS MUST BE PLACED IN THE BID BOX** (slot located outside of Room 170A) prior to the bid opening**.** Bids that are not in the bid box prior to the bid opening may be disqualified.

1.9.4 It is the bidder's responsibility to ensure that the bid is submitted in a timely manner and placed in the bid box prior to the bid opening. If the bid is being sent by courier or mailed, it is recommended that the bid be sent early. The bid should arrive at least one business day before the bid opens to ensure timely receipt.

1.9.5 All bids **must** be placed in a **sealed** envelope. **The Bid Number, Opening Date and Company Name MUST be clearly labeled on the envelope.** If the bid is being delivered by courier or express mail, the bid **must** be in a **separate** sealed envelope inside the courier's envelope or express mail packaging. This is to ensure that all bids conform to the sealed bid process of the City of Philadelphia. Failure to do so may result in the bid being disqualified.

1.9.6 Bidder's bid should be complete and include ALL information required as described in the various sections of the bid specifications. All pricing must be completed on the forms provided and must be in **ink or typed**. The bid must be complete as to required bid signatures and corporate seal, and fully accept the terms and conditions contained in the bid.

1.9.7 Pricing will be made available electronically in a Microsoft Excel spreadsheet. Format shall include line item number, manufacture's SKU, description, unit of measure, quantity list price and bid price. This is in addition to completing Section 5, "Pricing" of this Invitation and Bid.

1.9.8 Bidders are required to submit with their bid three (3) copies of their Commercial Full Color "In-House" Catalog that will be used if awarded a contract as a result of this Invitation and Bid.

1.9.9 **BID PROCESSING FEE:**
All bidders MUST submit with their bid a non-refundable company check, certified check, cashier's check, treasurer's check, bank money order, or United States postal money order to the order of the "The City of Philadelphia" in the amount of twenty-five dollars ($25.00) to cover the bid processing fee in accordance with Paragraph 3 of the "SS&E Terms and Conditions of Bidding and Contract". Failure to submit the bid processing fee may result in disqualification from bidding.

1.9.10 When a Minority Owned Business Enterprise, Woman Owned Business Enterprise, or Disabled Owned Business Enterprise ranges are required by an Invitation and Bid, bidders are reminded that the submission of a blank "Commerce Department Office of Economic Opportunity (OEO) Solicitation and Commitment Form" will result in the bidder being deemed non-responsive and ineligible for an award. Bidders are reminded to read carefully and entirely the "Bidder's Guidelines relating to Executive Order 03-12".

1.9.11 **LOCAL BIDDING PREFERENCE**

In accordance with Chapter 17-109 of The Philadelphia Code relating to Local Bidding Preferences and the Regulations promulgated thereto, this bid may be subject to a local bid preference[1]. In order to determine eligibility to receive the preference, if applicable, bidder must be certified as a Local Business Entity ("LBE") at the time of the bid opening and must submit with the bid its LBE Certification number as issued by the Procurement Department:

Bidder's LBE Certification Number_____

Further, through submission of this bid, bidder makes the following certification in connection with the grant of any local bidding preference which certification is incorporated into any contract resulting from this bid:

"Throughout the entirety of the contract, my company or my LBE certified subcontractor(s)[2] will perform the majority of any work on the subject contract within the geographic limits of the City of Philadelphia and my company or my LBE certified subcontractor(s) will maintain within the City a majority of the inventory or equipment that will be used on the contract or the amount of inventory that is customary for that industry."

If the Procurement Commissioner determines that the awarded bidder fails to comply with its certification at any time during the term of its contract, the awarded bidder's LBE certification will be revoked and the awarded bidder shall be deemed in substantial breach of such contract, shall be required to pay liquidated damages of 10% of the awarded contract amount, and may be debarred by the Procurement Commissioner in accordance with the Procurement Department Debarment Regulation for a period up to three years.

NOTE: If you wish to apply for Local Business Entity (LBE) certification, go to www.phila.gov/bids. Please provide sufficient time prior to bidding for processing of the LBE application. The Procurement Commissioner reserves

[1] For applicable bids of One Million Dollars or less, the preference is ten percent (10%); for all other applicable bids the preference is five percent (5%).

[2] If the Bidder relies upon LBE subcontractor(s) to perform the majority of the work and maintain the majority of the inventory or equipment within the City, the subcontractor(s)' LBE Certification Number and most recent annual affidavit of continuing eligibility must be submitted to the Procurement Department.

the right to request any additional or clarifying information at any time prior to award of the contract, and during the performance of the contract.

1.9.12 **CONTACT PERSON(S):**

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

Name:_____

Address:_____

City/State/ZC:_____

Telephone No.(_____)_____ Ext.:_____

Fax No.(_____)_____

E-mail address_____

State Company Web Site Address:_____

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

Name:_____

Address:_____

City/State/ZC:_____

Telephone No.(_____)_____ Ext.:_____

Fax No.(_____)_____

E-mail address_____

1.9.13 **ALTERNATES SUBMITTED:**

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

Failure to state alternates will obligate successful bidder to provide materials and/or services as specified in the bid.

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

1.9.14 **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 emailing bid.info@phila.gov, or by addressing a letter or fax (fax # 215-686-4727) to the Buyer. **Questions, whether written or faxed, should be received no later than seven (7) calendar days prior to the scheduled opening date of the bid. The City reserves the right to only respond to those questions submitted prior to the stated deadline.** The City will respond to questions it considers appropriate to this Invitation and Bid and of interest to all bidders, but reserves the right, in its discretion, not to respond to any question. The City reserves the right, in its discretion, to revise questions. No oral response to any bidder question by any City employee or agent shall be binding on the City or in any way considered to be a commitment by the City.

If it is in the City's best interest to do so, the bid **MAY** be amended to reflect the proposed changes/modifications. **Exceptions taken DO NOT obligate the City to change the specifications.**

The City of Philadelphia, Procurement Department will notify all bidders in writing, by addendum duly issued, of any interpretations/changes made to specifications or instructions. The City will not accept responsibility for oral instructions, suggestions or changes by any City agency.

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

1.10 **BIDDER QUALIFICATION:**

1.10.1 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 bidder's ability to perform on a contract of this size and scope.

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

SECTION 1:

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

	A.	B.	C.
Firm Name:	_____	_____	_____
Address:	_____	_____	_____
Contact:	_____	_____	_____
Email:	_____	_____	_____
Phone #:	_____	_____	_____
Type Work:	_____	_____	_____
Years dealing w/your firm:	_____	_____	_____

SECTION 2:

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

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

1.10.2 Bidders shall possess the necessary resources to implement the service and provide the necessary support and customer service functions; including but not limited to providing business to business internet site ordering.

1.10.3 Bidders must have a currently operating inventory/stock facility to provide for one (1) working day delivery of orders Place before 4pm. EST with a 95% fill rate.

1.10.4 Bidders must have staff and a distribution system to support desk top deliveries to City Departments.

1.10.5 Bidders must have a dedicated customer support person for a contract of this size and scope to respond to inquiries and resolve problems quickly.

1.10.6 Although the bid requires delivery within one (1) working days, on occasion emergencies may arise that will require expedited handling. Bidders must have the ability to respond to emergency requests for supplies and equipment within 24 hours for orders placed before 5pm.

1.10.7 Bidder must have its own Commercial Full Color "In-House" Catalog and a full color "web based" catalog with a minimum 2,000 items. The catalog submitted with the bid must be the bidder's normally published full color catalog for commercial accounts.

1.10.8 Bidders shall work closely with the City of Philadelphia's Procurement Department to develop a cost savings program (refer to para. 2.3.1.4).

1.10.9 Bidder will send three people from the Philadelphia Fire Departments, EMS Apparatus and Equipment Office, to Bidder's Warehouse for inspection of site once per year for duration of contract. All travel and lodging cost will be paid by successful Bidder.

1.10.10 Bidder must provide emergency disaster relief of supplies and equipment. (See section 1.12 "Disaster Response")

1.11 BUSINESS TO BUSINESS INTERNET SITE ORDERING REQUIREMENT

1.11.1 Bidder must have the capability to supply the City of Philadelphia with active Business-to-Business (B2B) Internet Site (The Site) ordering.

1.11.2 Bidders must have the necessary in-house Information Technology staff and capability to customize/modify The Site within 48 hours. City Departments will have a liaison for Bidder's Information Technology staff to contact for changes to The Site.

1.11.3 In-house Information Technology staff/support shall be free of cost to the City.

1.11.4 Bidder shall provide the ability for users to order through The Site for the City's Departments. The Site, as described below, shall be fully operational prior to award, otherwise, vendor will be subject to contract default.

1.11.5 The Site shall be free of cost to the City.

1.11.6 The Site shall accept a purchase using a City purchase order number.

1.11.7 All items shall show the City's contracted price.

1.11.8 The Site shall contain a "search engine". Results returned from a user-initiated search must show common use items before non-common use items.

1.11.9 All fields on the Site shall be customizable so that the City's ordering agencies may see the City's terminology in place of generic language

1.11.10 All fields on the Site shall be able to be customized so that field input may be mandatory or certain fields may be deleted completely as required by the City's administrative personnel.

1.11.11 The Site shall allow for electronic customer support between the Site user and the awarded bidder's customer service at the time of award.

1.11.12 The Site shall allow for searches by contract items.

1.11.13 The Site shall allow for sending of e-mail confirmations of orders to the City Department user with order confirmation number.

1.11.14 The Site shall allow for "browsing" and not necessarily having to place an order.

1.11.15 Common used contracted items on the Site must be highlighted in some fashion as to distinguish them from non-common use items.

1.11.16 At least 24 months of order history must be available on the Site for viewing and query. All fields on the Site shall be able to be queried based on any parameter, by City ordering agency and exported to Microsoft Excel.

1.11.17 The status of every order must be available for viewing with an inquiry on the Site.

1.11.18 Training shall be provided at no additional cost to the City Department employees as required for use of the Site.

1.11.19 The Site shall allow the City to identify items and categories of items that may not be purchased by City ordering personnel through the Site.

1.11.20 The Site shall allow for multiple “site to” destinations for each user of the Site.

1.11.21 Site should be able to provide internal inventory tracking through requisitioning or transferring from one “area” to another “area”.

1.11.22 Site will have user-defined security password protection for multiple users and locations.

1.11.23 Barcode scanning, printed listing and labels with advanced barcode interfaces (including physical counts, order entry, usage data).

1.11.24 Site should have multi-level authorization of purchase orders.

1.11.25 Site should be able to generate auto-replenishment Invoices.

1.11.26 Should be capable to set minimum and maximum levels at individual locations.

1.11.27 Ability to have multiple vendor and multi-vendor priority assignments to single sku.

1.11.28 Ability to produce purchase orders/invoices for multiple locations with makings for that location.

1.11.29 Should produce physical inventory and cycle count reporting, department/location specific usage tracking and expense reporting.

1.11.30 Ability for data upload (import)/Extrication (export) utilities in Excel Spreedsheets.

1.11.31 Site will have electronic data interchange and “Auto-fax” interfaces.

1.11.32 Should have asset tracking program designed to track equipment (i.e., defibrillators, narcotics, stairchairs, stretchers, etc.)

1.11.33 Will have an extensive on-line help (including on-line, step-by-step video demonstration of all applications).

1.11.34 Site should be able to perform mild to moderate accounting functions (ex. Operational analysis).

1.11.35 Site will be available 24 hours per day, 7 days a week.

1.11.36 Bidder will validate site by providing evidence of an operable system for a minimum of one year with a minimum of 10 emergency, pre-hospital providers that have multiple locations. Listing to include name and location of service and start date. Specific user contact information will be provided on request of the City.

1.11.37 Successful Bidder will provide the Philadelphia Fire Department only with three of any of the combination of the Panasonic Toughbook "CF-19" Mark VI laptop, Samsung "Tabs", or Apple "I-pad" with wireless internet access for field ordering for 100 locations. Devices will be the property of the Successful bidder. Successful bidder will provide no more than three devices per year due to damage, theft, loss and/or outdated/discontinued equipment by PFD. Laptop will have Windows 7 Professional, Windows Office 2013, and antivirus/spyware/firewall software install at no cost to the City. Successful bidder is responsible for software and hardware upgrades. Successful bidder will provide suitable loaner in the event a laptop is not available for immediate replacement.

1.12 **DISASTER RESPONSE**

Bidders to provide in case of a City or FEMA declared disaster in The City of Philadelphia, disaster relief within 24 hours to the PFD. Disaster Relief will depend on the level of emergency. The levels will be three tiered and determined by the Philadelphia Fire Department. Items will not be limited to the tiered items. Pricing of any item will not exceed contracted prices in Section 5. Bidders must understand that payment may be delayed due to the level of disaster. Payments could come from the City, FEMA or a combination of both. Bidders will attach to the bid how they will provide and deliver disaster relief and how they expect compensation.

1.13 **B2B INTERNET ORDERING CAPABILITY**:

Bidder shall state if they can supply the City of Philadelphia with active business to business (B2B) internet ordering capability.

1.13.1 Provide active business to business (B2B) internet ordering capability.
YES ☐ NO ☐

1.14 **EMERGENCY SUPPLIES AND EQUIPMENT IN CASE OF A DISASTER**

Bidder shall state if they can supply the City of Philadelphia with emergency supplies and equipment in case of a disaster, as declared by FEMA.

1.14.1 Provide the City of Philadelphia with emergency supplies and equipment in case of a disaster. YES ☐ NO ☐

1.14.2 State how they can supply the City of Philadelphia with emergency supplies and equipment in case of a disaster by attaching a letter with relevant reference material.

SECTION 2: GENERAL SPECIFICATIONS/REQUIREMENTS

2.1 **EMERGENCY MEDICAL SUPPLIES AND EQUIPMENT**

Successful vendor shall be required to supply the City of Philadelphia's Fire Department with Emergency Medical Supplies as described and listed in Sections 2 and 5 of this Invitation and Bid.

2.1.1 Bidder must have the capability to supply the City of Philadelphia with active B2B Internet ordering.

2.1.2 Bidders to provide in case of a City or FEMA declared disaster in Philadelphia, disaster relief within 24 hours to the Philadelphia Fire Department.

2.2 **General**

2.2.1 **New Items**
All items furnished must be of current manufacturer and be newly manufactured. All supplies shall be delivered by the successful bidder to the locations and person(s) specified by the City of Philadelphia.

2.2.2 **Customer Support**
Successful bidder must assign one (1) internal customer account person, dedicated to servicing the City of Philadelphia. The successful bidder is also encouraged to assign a sales representative to meet with The Philadelphia Fire Department. The representative from the customer service account shall respond to all inquiries, within a forty-eight (48) hour period.

2.2.3 Successful bidder must provide a contact list of the customer account and support team. The list is to contain the persons' responsibility, phone number, e-mail address, and times of availability. Someone on the customer support/account team is to be available 24 hours per day, 7 days per week.

2.2.4 Successful bidder can not add, remove, substitute, or otherwise make any changes to the lists of items contained in Section 5, without the prior written consent of the City.

2.2.5 Successful bidder cannot make any changes to the B2B internet site items or fields without 48 hour notification to Philadelphia Fire Department.

2.2.6 The City of Philadelphia will not pay for any items not covered by this contract.

2.2.7 **Latex Free**

2.2.7.1 All materials in Section 5 are "Latex Free" unless specified to "Contain Latex".

2.2.7.2 Successful bidder will assume all responsibility for monitoring and ensuring the "Latex Free" state of all supplied materials including but not limited to manufacturer defects and errors, packaging, and packing materials in contact with products.

2.3 REQUIREMENTS

2.3.1 **<u>Common Use Items:</u>**

2.3.1.1 This part consists of those Emergency Medical Supplies most commonly used and most frequently ordered by the City, specifically the Fire Department, EMS Division.

2.3.1.2 These items are listed in Paragraph 5.1. Estimated quantities for the Initial Term of the Contract Period quantities previous years and projections.

2.3.1.2 For all items, bidders must quote only on Brand name manufactured items listed in their Commercial “In-House" catalog/B2B Internet Site. No exceptions/substitutions will be permitted.

2.3.1.3 The price quoted to the City cannot be greater than if items were purchased from the bidder's "In-House" catalog/B2B using the discount as stated in Section 5.

Note: During the Initial Term of the Contract Period and any subsequent Renewal Terms, the City reserves the right to add, delete or change items in the "Pricing Section."

2.3.1.4 The successful bidder’s customer service representative shall be trained to work closely with the City ordering agencies in directing away from similar and/or more expensive items in the catalog.

2.3.1.5 The bidder shall state the unit price to the City and the extended price (unit price x quantity listed) for each item.

2.3.2 **Discounted Catalog Items:**
Except for the specific items listed in Common Used Items, (if awarded), the successful bidder will be required to supply all of the items as contained in their Commercial "In-House" catalog/B2B Internet Site. Vendor shall state a fixed discount that will be applied to the published price stated in their "In-House" catalog/B2B Internet Site.

2.4 Reports

2.4.1 The successful bidder must design any custom report that the City of Philadelphia requests. Reports shall be submitted to the Procurement Department, Materials and Supply Manager, Room 170, Municipal Services Building, 1401 J.F.K Boulevard, Philadelphia, PA 19102-1685, unless otherwise directed.

2.4.2 The successful bidder must design in the B2B Internet Site the ability for City agencies to query any field and import that data into Microsoft Excel.

2.4.3 The successful bidder must design in the B2B Internet Site the ability for City agencies to query any pertinent accounting information and import that data into Microsoft Excel.

2.5 COMMERCIAL FULL COLOR "INTERNET" AND "IN HOUSE" CATALOGS

2.5.1 The successful Bidder will be required to furnish the web site for a full color, current and continuously updated "on-line" catalog to the Procurement Department. The City reserves the right to order a commercial Full Color "In-House" catalog.

2.5.2 The successful Bidder will be required to furnish the web site for a full color, current and continuously updated "on-line" catalog and one (1) copy of the current Commercial Full Color "In-House" catalog to the Municipal Services Building, 1401 JFK. Boulevard, 13th Floor, Philadelphia, Pa 19102-1685, Attention: Manger, Financial Verification and Accounting Section and the City Controller, Municipal Services Building, 1401 JFK. Boulevard, Philadelphia, PA 19102-1685, Attention Examination Supervisor.

2.5.3 All catalogs furnished will be at no additional charge to the City of Philadelphia.

2.6 DELIVERIES

2.6.1 Bidders shall not deliver any items without a City of Philadelphia purchase order number or petty cash order number.

2.6.2 City ordering agencies/departments shall, on a specific order, be able to request shipments to one location and have shipments to that location be boxed and marked for a particular Agency location or individuals.

2.6.3 Successful bidder must provide to the address and specific person listed on the ordering form (desktop delivery) within one (1) working day after receipt of order, if placed by 4pm EST, with a 95% fill rate.

2.6.4 Order number will appear on the shipping label and any other information the City requests.

2.6.5 Any Packing slips are to be secured and clearly marked on the exterior of all packages requiring a packing slip.

2.6.6 Bidder to complete Section 5, "Type of Transport".

2.7 PRICING

2.7.1 Bidders are cautioned to carefully review each item and pay special attention to the Unit of Measure for each item. Please be sure to bid in the City's Unit of Measure, which may be different from your selling unit.

2.7.2 All prices quoted shall be based on delivery to any and all points within the limits of the City of Philadelphia (unless otherwise specified).

2.7.3 All costs associated with said deliveries are the responsibilities of the vendor.

2.7.4 In Section 5, "Pricing" the bidder will state the following:

2.7.4.1 **Common Use Items and Discounted Catalog Items**

A unit price and the extended amount (unit price x quantity listed) for each item.

Discount percentage from the "In-House" Catalog/B2B Internet Site for all items. Only one discount figure can be bid in Section 5; ranges and averages are not acceptable.

Please note there is no gross profit percentage or similar mechanism, ceiling or floor in this specification. Bidders shall bid the actual percentage off catalog and not compute prices believing that the net price to the City may not go below the bidder's actual costs.

If during the life of the contract or for special circumstances, the successful bidder allows a greater percentage discount, this will be acceptable as it saves the City money.

2.8 EXCEPTIONS TO REFERENCED SPECIFICATIONS

Items referenced in this bid request have been field tested and approved for use by the City's Fire department. Specified product features such as size, packaging, color, and fabric have been chosen because they have proven to be effective in emergency field operations. Deviations from color, size, packaging, and fabric shall be identified with the bidder's offer on an item by item basis.

2.9 SAMPLES

Bidders submitting bids on items other than referenced brand shall submit samples to the Philadelphia Fire Department-EMS apparatus and Equipment Office for review, examination and evaluation. All samples shall be provided at no cost or obligation to the City. Samples MUST be received within ten (10) working days after the opening of the bid or bid may be rejected.

Please submit samples to:
EMS Apparatus and Equipment Office
Philadelphia Fire Department
115 W. Luzerne Street
Philadelphia, PA. 19140

Any sample submitted shall create an express warranty that the whole of the goods shall conform to sample submitted. All samples become property of the city unless designated otherwise by the bidder.

2.10 NOTIFICATION

Supplier shall immediately notify the City with copy to Fire Department - EMS-Apparatus and Equipment Office of the following:

A. Problems of Good Manufacturing Practices in the production of the product.

B. Any problems with compliance to specifications of this contract.

C. Any changes affecting the form, fit, function, or compliance of the product.

D. All production delays, discontinued production of products, or manufacturer/supplier production changes as soon as the Bidder is notified.

E. All recalls of a product.

F. If because of mal-performance or failure, the product, or any parts or of the product is redesigned to eliminate said mal-performance or failure.

2.11 **PACKAGING**

A. All items specified as "case only" will be delivered in the manufacturers' original packaging in case quantities. Inner packs removed from original cases shall be considered repacked, and will not be accepted. Any order received for a "case only" item that is not in "full case" increments will be noted as such on the order confirmation, and whenever possible corrected by the Fire Dept. representative. No labels will be attached that cover Product I.D., Serial numbers, Lot numbers, and Expiration dates.

B. All items specified as "bulk only" shall be delivered in manufacturer's original packaging, sorted, and palletized by item.

C. All boxes and pallets shall be clearly marked to show the breakdown of items for shipment. When shipping loose cases the total number of cases and an individual case number shall be boldly marked on the outside of every case (i.e. 1 through 18/ of 18 items). Incomplete shipments (those missing cases) will not be accepted by Fire Dept. authorized receivers.

When shipping pallets the total number of pallets and a breakdown of each pallet by number of cases of each item, and an individual pallet number (i.e. Pallet 1 of 4 / 72 cases Hospitak #302 Adult Nasal Cannula) shall be boldly marked on the outside of each pallet. Order number will appear on the shipping label and any other information the City requests.

D. Packing slips are to be clearly affixed and labeled on the outside of any package or a label affixed on the outside of the package stating "packing slip inside" of the appropriate package.

E. A signed packing slip must accompany all invoices for payment to be authorized.

F. All "DROP SHIPMENTS" shall comply with these packaging specifications. Purchase order number shall be clearly marked on all shipping labels.

G. All pallets will be 3' x 3' or 3' x 4' nothing larger.

SECTION 3: BID EVALUATION AND AWARD

3.1 **EVALUATION:**

3.1.1 Bids will be evaluated by the Procurement Department.

3.1.2 Bids will be evaluated for responsiveness to the bid specifications and for responsibility of the bidders.

3.1.3 Bid may be disqualified if they are deemed to be non-responsive without notice. Any and all decisions regarding responsiveness are final and are not appealable. A bid may be deemed non-responsive for any of the following:

(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)

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 "SS&E 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 for Section 5.1 plus the bidder providing the highest discount with Estimated Expenditures for Section 5.2 will be eligible for award.

3.2.2 The Basis of Award shall be as follows:

1. Total of Common Use items = $ _____

2. Estimated Expenditures with catalog/B2B Site Discount factored in. = $ _____

3. Grand Total: $ _____

FOR EXAMPLE ONLY:

1. Common Use items: Total $ 200,000

2. $700,000 x 80% (catalog/B2B Site Discount + $ 560,000

3. Grand Total: $ 760,000

3.2.3 To be eligible for award, bidder must state a unit price and extended amount for all items in Section 5.1. A discount from list price, Section 5.2 must also be quoted for eligibility. The City of Philadelphia's Procurement Department will review all items and pricing. If an award is made as a result of this Invitation and Bid, an award will include Section 5.1 (Extended Total) and Section 5.2 (Discounted Catalog Item).

2.3.4 Bidder must be able to provide business to business internet ordering and Emergency Supplies in case of disaster at the time of bid opening to be eligible for award.

3.2.5 While the contract will be awarded to the lowest responsive and responsible bidder as otherwise provided in this Invitation and Bid, the City aspires to purchase articles manufactured in the City of Philadelphia or in the Commonwealth of Pennsylvania.

3.2.6 EVALUATION AND AWARD

In applying the 10% preference, if applicable, the bid price of the LBE will be multiplied by .90 and rounded to the second decimal place. In applying the 5% preference, if applicable, the bid price of the LBE will be multiplied by .95 and rounded to the second decimal place. The adjusted bid price of the LBE will then be used in determining the lowest responsive and responsible bidder. If the bid is awarded as a whole or by section, the local bid preference may be applicable. If the bid is awarded by line item, the local bid preference is not applicable.

Unless the Procurement Commissioner determines to waive the preference for the reasons stated in subsection 7b. of the LBE Regulation, an LBE, whose bid is otherwise responsive and responsible and who has submitted the required information, shall be granted the applicable bid preference on competitive bid(s) awards that are awarded as a whole or by section.

3.2.7 **PERFORMANCE SECURITY**

For purposes for this bid only, the successful bidder is required to furnish an individual performance bond, issued by a surety approved by the City in the amount of of 100% of the contract award as specified in the Letter of Award.

Any applicable, performance security shall be required for any subsequent renewal periods.

3.2.8 **DISCLOSURES: SLAVERY ERA RECORDS, FEMALE EXECUTIVES AND SOLE SOURCE CONTRACTS.**

In accordance with Philadelphia Code Section 17-104 (2), 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 disclosure and/or any failure to comply with these requirements 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.

In accordance with Philadelphia Code Section 17-104 (3), bidder must provide the following information with its bid:

(i) the current percentage of female executive officers in the company and the current percentage of females on the company's executive and full boards;

(ii) the company's aspirational goals for the inclusion of females in executive positions and on the executive and full boards; and

(iii) the intended efforts by the contractor to achieve the aspirational goals.

This information should be submitted with the bid but the City reserves the right to allow bidder to submit this information at any time prior to award of a contract.

If this is a Sole Source Contract, bidder is subject to the disclosure requirements established under Chapter 17-1400 of The Philadelphia Code.

3.2.9 **INSURANCE:**

Insurance is a requirement for this bid in accordance with Paragraph 15 of the "SS&E 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 successful 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.

3.2.10 Upon request of the buyer, apparent low bidder must submit the manufacturers' list price book in Adobe Acrobat PDF file or CD ROM to the buyer and to the addresses listed below. Bidder must indicate the company name and bid number on the price list. List must be submitted within seven (7) calendar days from the issuance date of the request by the buyer. Failure to submit the list within that time frame will render bidder ineligible for award.

For all invoices submitted, successful bidder must agree that pricing can be verified in the price list(s) submitted. If, during the term of the contract, a using agency orders an item(s) that cannot be found on the manufacturer's price list, successful bidder must, at the time of the order placement:

- notify the using agency that the item cannot be found on the price list; and
- provide to the using agency and the Procurement Department written proof from the manufacturer of the list price of the item(s).

Successful bidder must submit copies of all amendments, updates, etc. to the submitted price list(s) to the following:

- If sending amendment, updates, etc in Adobe Acrobat PDF file, email to:
- If sending a CD ROM, mail to:

Procurement Department, Price Desk
Municipal Services Building, Room 150, 1401 J.F.K. Blvd
Phila., PA 19102
Attn: Price Desk

All amendments, updates, etc. must reference the appropriate bid number and contract number.

Additional Addresses for Manufacturer's List Prices:
(to be in the either Adobe Acrobat PDF file or CD ROM)

Office of the Director of Finance
Bureau of Accounts
Municipal Services Building, 13th floor, 1401 J.F.K. Blvd
Phila., PA 19102
Attn: Manager, Financial Verification & Accounting Section

City Controller
Municipal Services Building, 13th floor, 1401 J.F.K. Blvd
Phila., PA 19102
Attn: Examination Supervisor

To any Using Agency from whom successful bidder receives a purchase order.

SECTION 4: CONTRACT MANAGEMENT

4.1 CITY OF PHILADELPHIA RESPONSIBILITY:

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

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

4.1.2 Invoices shall be submitted after delivery and acceptance of the product or service by the City. The City makes all efforts to process invoices in a timely manner. Incomplete and/or inaccurate information may result in delays of invoice processing. Please make sure that invoices contain the following information to help the City process payments to the successful bidder as quickly as possible.

(a) After the delivery or services have been completed the successful bidder 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 both the purchase order number and the awarded 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; the item or type of service; and the price.

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

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

4.1.4 **ADD-ONS:**
If the items to be acquired are contained on the price list submitted by the successful bidder, but are not specifically listed on the bid, <u>no letter is required</u>. The items will be paid for at the discount listed in Section 5: Pricing.

If the items are not contained on the price list, the successful bidder must submit a letter on successful bidder's letterhead, listing the bid number, the period of the contract, the item(s) with full descriptions and specifications and the price to the City. **The City, however, reserves the right to accept or reject the letter and to acquire the supplies or materials in the open market.** If the letter is accepted by the City, it will automatically become part of the successful bidder's contract.

4.1.5 **MATERIALS TESTING:**

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

4.2 **VENDOR RESPONSIBILITY:**

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

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

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

4.2.4 **DELIVERY:**
Unless otherwise specified in Section 2, noted by bidder in Section 5, and/or approved by the using agency, delivery of product and/or service will be made within 30 days from date requested by using agency. BIDDER 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.

4.2.4.2 Delivery will be the responsibility of the successful bidder(s). Return of any items by the City shall be accepted by the successful bidder at no additional charge to the City. Returns shall be made within two (2) weeks of delivery in original undamaged carton(s) or container(s) and in re-saleable condition. All returns must be picked up within two (2) working days after request from the ordering agency. All credits are to be applied to the next invoice and must indicate the applicable purchase order.

4.2.4.3 Successful bidder must provide delivery to the address and specific person listed on the ordering form (desk top delivery) within one (1) working day after receipt of order by 4pm EST, with a 95% fill rate.

4.2.4.4 Back orders shall be delivered regardless of the value of the item(s). Each carton will be marked with a delivery address, user's name and department. Deliveries shall be made F.O.B. destination point at no additional charge to the City regardless of amount of the order.

4.2.5 In the event that the successful bidder 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 Department and
(ii) notify the ordering agency in writing and refuse to deliver.

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

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

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

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

Does product bid contain recycled content? YES ☐ NO ☐

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

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

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

4.2.10 **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 successful bidder. In addition, the successful bidder is responsible for picking up any delivered material that is rejected for non-compliance to specifications. Any and all costs associated with the return are to be at the sole expense of the successful bidder.

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 For all invoices submitted, successful bidder must agree that all pricing can be verified in the price lists submitted after award and on file in Finance Department, the Controller's Office and Procurement Department (see Section III above).

Successful bidder **must agree that all pricing can be verified in the price list(s) submitted after award as per Paragraph 3.2.10 above.** Successful bidder **must submit copies of all amendments, updates, etc. to the appropriate address listed in Paragraph 3.2.10 above.**

4.2.13 **Invoices/Receipts:**

4.2.13.1 Successful bidders shall submit timely invoices for services, supplies and/or equipment within 30 days. Vendors shall not invoice more than once a month.

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

4.2.13.3 Invoices should be sent in triplicate to each ordering department.

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

4.2.13.3.2 See also item 4.1.2 above.

4.2.13.4 Invoices will clearly show Quantity and Issue Unit breakdown for all items billed. (i.e. 50/BOX, 10 BOX/CASE-200 CASES SHIPPED).

4.2.13.5 Bidder will not invoice until **all** items ordered are received on a specific order. Invoices will not be processed until all items are received on any order.

4.2.14 Payments to OEO Subcontractors

The below paragraph applies to all Invitation and Bids containing OEO Participation Requirements:

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 provide proof of said payments upon any request by the City.

Pursuant to Paragraph 19, Default and Termination, of the SS&E Terms and Conditions of Bidding and Contract, failure to comply with the City's payment reporting process may be considered an Event of Default.

4.3 **PRICE INCREASE OR DECREASE:**

Contractor shall provide Emergency Medical Supplies and Equipment 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 period(s). Contractor may increase prices for future renewal periods 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., Philadelphia, PA 19102, referencing bid number, contract 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 as published by the U.S. Department of Labor, Bureau of Labor Statistics and as indicated by the Mid-Atlantic CPI Announcement for October 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.

4.3.1 For the items in Section 5.1, at no time during the contract (to include any subsequent renewals) can the price paid by the City be greater than if the item was purchased from the bidder's own "In-house" catalog/B2B Internet Site using the discount stated in Section 5.2.

4.3.2 The City reserves the right to review the propriety of the price rise and cancel the item or contract at its discretion.

4.3.3 The discount offered in Section 5.2 must remain fixed for the initial contract and any subsequent renewal period(s), however, in the event that the City of Philadelphia exercises its option to extend the contract, the original quoted discount will apply to the then current version of the vendor's own "In-house" catalog/B2B Internet Site.

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

SECTION 5: PRICING

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

NOTE:
For all items under Section 5.1 Common use items the price quoted to the City cannot be greater than if the items were purchased from the bidder's "In-house" catalog/B2B Internet site using the bided discount.

		Quantity	Unit of Measure	Unit Price	Total Amount
5.1	**Common use items**:				
5.1.1	**31712 - 000** Beck Airway Airflow Monitor, 10/Box Great Plains Mark VI for ref.	**500**	**BX**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **BOX ONLY DELIVERIES**				
5.1.2	ET Tube, 5.0mm, uncuffed clear, Murphy eye style, sterile tubes, pre-packed with Plastic covered Aluminum Stylet.10/Box Rusch # 506550 for ref.	**100**	**BX**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **BOX DELIVERIES ONLY**				

		Quantity	Unit of Measure	Unit Price	Total Amount
5.1.3	ET Tube, 6.0mm, cuffed clear, Murphy eye style, sterile tubes, pre-packed with Plastic covered Aluminum Stylet. 10 Box, 10 Box/Case Rusch Flexiset #504560 for ref.	**500**	**CA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **CASE DELIVERIES ONLY**				
5.1.4	ET Tube, 7.0mm, cuffed clear, Murphy eye style, sterile tubes, pre-packed with Plastic covered Aluminum Stylet. 10 Box, 10 Box/Case Rusch Flexiset #504570 for ref.	**500**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **CASE DELIVERIES ONLY**				
5.1.5	ET Tube, 7.5mm, cuffed clear, Murphy eye style, sterile tubes, pre-packed with Plastic covered Aluminum Stylet. 10 Box, 10 Box/Case Rusch Flexiset #504575 for ref.	**500**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **CASE DELIVERIES ONLY**				

		Quantity	Unit of Measure	Unit Price	Total Amount
5.1.6	Laryngoscope Blade, Macintosh, #1, Fiber optic - 5mm Bundle, green code compliant, medical stainless steel. Rusch #4431100 for ref.	**24**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____				
5.1.7	Laryngoscope Blade, Macintosh, #2, Fiber optic - 5mm Bundle, green code compliant, medical stainless steel. Rusch #4432200 for ref.	**24**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____				
5.1.8	Laryngoscope Blade, Macintosh, #3, Fiber optic - 5mm Bundle, green code compliant, medical stainless steel. Rusch #4433300 for ref.	**24**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____				
5.1.9	Laryngoscope Blade, Macintosh, #4, Fiber optic - 5mm Bundle, green code compliant, medical stainless steel. Rusch #4434400 for ref.	**24**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____				

		Quantity	Unit of Measure	Unit Price	Total Amount
5.1.10	Laryngoscope Blade, Miller, #0, Fiber optic - 5mm Bundle, green code compliant, medical stainless steel. Rusch #4450050 for ref.	**24**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____				
5.1.11	Laryngoscope Blade, Miller, #1, Fiber optic - 5mm Bundle, green code compliant, medical stainless steel. Rusch #4451100 for ref.	**24**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____				
5.1.12	Laryngoscope Blade, Miller, #2, Fiber optic - 5mm Bundle, green code compliant, medical stainless steel. Rusch #4452200 for ref.	**24**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____				
5.1.13	Laryngoscope Blade, Miller, #3, Fiber optic - 5mm Bundle, green code compliant, medical stainless steel. Rusch #4453300 for ref.	**24**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____				

		Quantity	Unit of Measure	Unit Price	Total Amount
5.1.14	Laryngoscope Blade, Miller, #4, Fiber optic - 5mm Bundle, green code compliant, medical stainless steel. Rusch #4454400 for ref.	**24**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____				
5.1.15	Laryngoscope Handle, "C" Cell, Fiber Optic, Chrome plated brass, green code compliant, Must conform with ASTM/ISO Standards. Rusch #441110 for ref.	**36**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____				
5.1.16	Laryngoscope Handle, Pedi "AA" Cell, Fiber Optic, green code compliant, Chrome plated brass Must conform with ASTM/ISO Standards. Rusch #441220 for ref.	**24**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____				
5.1.17	ET Tube Holder, Adult, with Quick Set Screw, Bite Block and Velcro Fastener, 100/Case STI Medical # 500ETH for ref.	**1500**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **CASE DELIVERIES ONLY**				

		Quantity	Unit of Measure	Unit Price	Total Amount
5.1.18	Regulator, Solid Chrome Plated Brass, with constant flow at rates of 0, .5, 1, 2, 4, 6, 8, 10, 12, 15, 20 or 25 LPM, 2 DISS High Flow Ports with check valves and Barbed Fitting Outlet LSP #270-220 for ref.	**80**	**EA**	**$_____**	**$_____**
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____				
5.1.19	Bag Valve Mask, Adult, Disposable Manual Resuscitation Device with Reservoir Bag, Adult Med Mask, Handle, and 7' Oxygen Tubing. 12/Case AMBU SPUR #520 211 000 for ref.	**1800**	**EA**	**$_____**	**$_____**
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **CASE DELIVERIES ONLY**				
5.1.20	Bag Valve Mask, Infant/Child, Disposable Manual Resuscitation Device, 450mL max. tidal volume. Reservoir Bag, NO POP-OFF VALVE Size Masks: 00-Neonate, 0-Infant, 1-Toddler, 7' Oxygen Line 12/Case AMBU SPUR #530 214 000 for ref.	**600**	**EA**	**$_____**	**$_____**
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **CASE DELIVERIES ONLY**				

		Quantity	Unit of Measure	Unit Price	Total Amount
5.1.21	Nasal Cannula, Adult (50/case) 1 to 6 liters per minute oxygen delivery, soft, clear, LSP #33239 for ref.	**25,000**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **CASE DELIVERIES ONLY** **BULK PALLETIZED**				
5.1.22	Nasal Cannula, Pediatric, 1 to 6 liters per minute oxygen delivery, soft, clear (50/case) SP #33604 for ref.	**1,200**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **CASE DELIVERIES ONLY**				
5.1.23	Nebulizer, Disposable, to deliver breathing treatment, single-patient use, complete with Tee, Mouthpiece, Reservoir, Oxygen delivery tubing, and Tail piece. 50/case Baxter Misty-Neb #002038 for ref.	**10,000**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **CASE DELIVERIES ONLY** **BULK PALLETIZED**				

		Quantity	Unit of Measure	Unit Price	Total Amount
5.1.24	Oropharyngeal Airway, Adult, Individually wrapped, 100mm, 50/Box Rusch Berman 121905 for ref.	**600**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **BOX DELIVERIES ONLY**				
5.1.25	Oropharyngeal Airway, Adult, Individually wrapped, 90mm, 50/Box Rusch Berman 121904 for ref.	**600**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **BOX DELIVERIES ONLY**				
5.1.26	Oropharyngeal Airway, Adult, Individually wrapped, 80mm, 50/Box Rusch Berman 121903 for ref.	**600**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **BOX DELIVERIES ONLY**				
5.1.27	Oxygen Mask, Non-rebreather, Adult, Delivers oxygen concentration of 80%-100% 7 ft. tubing attached 50 / CASE LSP #64059, Hudson 1060 for ref.	**25,000**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **CASE DELIVERIES ONLY**				

		Quantity	Unit of Measure	Unit Price	Total Amount
5.1.28	Oxygen Mask, Partial Non-rebreather, Pediatric, Delivers oxygen concentration of 80%-90%, 7 ft. tubing attached 50/CASE LSP #64090 for ref.	**2,000**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **CASE ONLY DELIVERIES**				
5.1.29	Suction Catheter, Rigid, Smooth Suction Tip,with Control Vent. "Yankauer Suction Tip" 50/Case Kendall #50112 for ref.	**2,000**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **CASE DELIVERIES ONLY**				
5.1.30	Suction Tubing Flexible plastic tubing, 9/32 (ID) x 6'. Kendall # 50245 for ref.	**600**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____				
5.1.31	Suction Canister, Disposable, 1200 cc, 6" Dia. x 6.5" Tall 48/CASE Bemis # 43241 for ref.	**300**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **CASE DELIVERIES ONLY**				

		Quantity	Unit of Measure	Unit Price	Total Amount
5.1.32	Syrex 0.9% Sodium Chloride Injection, USP, 5mL, in a 6mL Flush Syringe, for IV flush only. 100/Box Excelsior Medical #63807-0100-50 for ref.	**600**	**BX**	**$**_____	**$**_____
	STATE BRAND/NUMBER _____				
	STATE PACKAGEING: _____ **BOX DELIVERIES ONLY**				
5.1.33	Alcohol Prep Pads (100/box), Contain 70% Isopropyl alcohol, Approx. 2" x 2" LARGE PADS 100 Pads/Box, 10 Boxes/Case. Dynarex #1106 for ref.	**120,000**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **CASE DELIVERIES ONLY**				
5.1.34	Alcohol, Isopropyl, Bottle 70% volume. 16 oz. Unbreakable Plastic Bottle. 12 Bottles/Case. Medline #98003 for ref.	**1,200**	**BO**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **CASE DELIVERIES ONLY**				

		Quantity	Unit of Measure	Unit Price	Total Amount
5.1.35	Strap, Backboard, 2 piece, Fluid Resistant, 5 foot, with speed clips and metal pushbutton buckle, yellow. Morrison Medical #1310XYL for ref.	**300**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____				
5.1.36	Band-Aids, 1" X 3", Sterile, 100/Box, 24 Box/Case, (2400/Case) Dynarex # 3602 for ref.	**480**	**CA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **CASE DELIVERIES ONLY**				
5.1.37	Bandage, Triangular, Muslin, 40" x 40" x 56", individually wrapped, with 2 Safety Pins 12/Pk, 20Pk/Cs Dynarex #11202 for ref.	**120**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **CASE DELIVERIES ONLY**				
5.1.38	SPHYGNOMANOMETERS, Adult Cuff, Latex Free Mabis #1410-11 for ref.	**300**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____				

		Quantity	Unit of Measure	Unit Price	Total Amount
5.1.39	SPHYGNOMANOMETER, Large Adult Cuff, Latex Free Mabis # 1410-16 for ref.	**200**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____				
5.1.40	Cold Packs, Extra-Large, Disposable, 6" x 8", 24/case GAM #21124 for ref.	**4,800**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **CASE DELIVERIES ONLY**				
5.1.41	Gauze Pads, 4" x 4", 8 ply, Non-Sterile, 200/pack, 20 pack/case. Dynarex #3242 for ref.	**400,000**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **CASE DELIVERIES ONLY**				
5.1.42	Glucose Paste, Plastic Tube, 15 GM, 400 Individual Tubes/Case Paddock #0574-0069-30 for ref.	**800**	**TB**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **CASE DELIVERIES ONLY**				

		Quantity	Unit of Measure	Unit Price	Total Amount
5.1.43	Hydrogen Peroxide, 16 oz., Unbreakable Plastic Bottle 12/Case Medline #98001 for ref.	**1,200**	**BO**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **CASE DELIVERIES ONLY**				
5.1.44	Multi-Trauma Dressing, Sterile Bulk Dressing, 12" x 30", Individually packed, 50/case EMP #3050 for ref.	**1,000**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **CASE DELIVERIES ONLY**				
5.1.45	Obstetrical Kit, Disposable, in Soft Pack PACKED WITH SCISSORS FOR CUTTING UMBILICAL CORD – NOT SCALPEL GAM 40-01 (MODIFIED) for ref.	**300**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____				
5.1.46	Pad, Absorbent 5" X 9", Sterile, Individually Packed, 20/Box, 20 Box/Case Kendal #7196 for ref.	**8,000**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **CASE DELIVERIES ONLY**				

		Quantity	Unit of Measure	Unit Price	Total Amount
5.1.47	Penlight, Disposable, with 2 sealed "AAA" batteries and Pupil Gauge on Side 6/Pack, 60 pack/case. EMP #32762 for ref.	**1,440**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **CASE DELIVERIES ONLY**				
5.1.48	Gauze Roll, 4" x 5 Yard, 6 Ply, Krinkle Weave, Sterile, Individually Wrapped, 100/Case, Dynarex #3161 for ref.	**5,000**	**RL**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **CASE DELIVERIES ONLY**				
5.1.49	Stethoscope, Sprague-Rappaport Type, Dual Head. 22" Heavy Wall Tubing, Interchangeable Chest Piece Overall Length 32", with Accessory Pouch and Instructions, Blue, Mabis #414010 for ref.	**250**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____				

		Quantity	Unit of Measure	Unit Price	Total Amount
5.1.50	Tape, Silk, Cloth, 1" x 10 Yards 12 Rolls/Box, 12 Boxes/Case, Kendall #7138 for ref.	**5,000**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **CASE DELIVERIES ONLY**				
5.1.51	Tape, Silk, Cloth, 2" x 10 Yards 6 Rolls/Box, 12 Boxes/Case Kendall #7139 for ref.	**5,000**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **CASE DELIVERIES ONLY**				
5.1.52	Trauma Utility Shears, Fully Hardened Stainless Steel, 7-1/4", Black, 300/Case EMP #139 for ref.	**600**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **CASE DELIVERIES ONLY**				
5.1.53	Strap, 9', Fluid Resistant Webbing, with Metal Push Button Buckle, Orange, Morrison Medical # 1309XOR for ref.	**200**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____				

		Quantity	Unit of Measure	Unit Price	Total Amount
5.1.54	Cervical Immobization Device, Water Resistant Cardboard, Stores Flat, Disposable, Adhesive Strips to Attach to Spine Board 50/Case Morrison Medical CID Headvise II (OLD STYLE=LARGER) #M1462 for ref.	**200**	**CA**	**$_____**	**$_____**
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **CASE DELIVERIES ONLY**				
5.1.55	Flexible Stretcher, Fluid Resistant, Vinyl Coated Nylon Construction, 6 Handles, 3 Straps, Orange 78" x 28" OPEN, 58" x 6" CLOSED, Removable Wooden Slats, Reeves #101 for ref.	**40**	**EA**	**$_____**	**$_____**
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____				
5.1.56	Splint, Malleable Plastic, 36" x 4-1/2", Waterproof , Orange and Blue, Rolled Radiolucent, Can be cut with Trauma Shears, 12/Case Seaburg Sam Splint #1121 for ref.	**600**	**EA**	**$_____**	**$_____**
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **CASE DELIVERIES ONLY**				

		Quantity	Unit of Measure	Unit Price	Total Amount
5.1.57	Catheter, Safety, 18g x 1-1/4" needle, Intravascular over the needle catheter with Luer connector, Needle locks into Plastic Guard After use. Does **NOT** contain either "spring" **OR** "Metal Needle capping device", Single Bevel Needle, Non-Softening Catheter, Sterile, Individually Wrapped, 50/Box, 4 Boxes/Case, J & J Protect IV #203055 for ref.	**30,000**	**EA**	**$_____**	**$_____**
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **CASE DELIVERIES ONLY**				
5.1.58	Catheter, Safety, 20g x 1" needle, Intravascular over the needle catheter with Luer connector, Needle locks into Plastic Guard After use. Does **NOT** contain either "spring" **OR** "Metal Needle capping device", Single Bevel Needle, Non-Softening Catheter, Sterile, Individually Wrapped, 50/Box, 4 Boxes/Case, J & J Protect IV #203057 for ref.	**30,000**	**EA**	**$_____**	**$_____**
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **CASE DELIVERIES ONLY**				

		Quantity	Unit of Measure	Unit Price	Total Amount
5.1.59	IV Administration Set, Macro - 10ddp/ml, 2 "Y" Sites: 1 Luer Slip Injection Site AND 1 Pre-Pierced "Blunt" Injection Site, Check Valve, 84" long, Luer Lock End, 50/Case Arrow Walrus # W21562 for ref.	**10,000**	**EA**	**$_____**	**$_____**
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **CASE DELIVERIES ONLY**				
5.1.60	IV Stabilizer, Waterproof Adhesive Foam with Transparent Polyurethane Breathable Membrane "Window", Adult Size, 100/Box, 5 Boxes/Case, Coned Veni-gards #705-4431 for ref.	**50,000**	**EA**	**$_____**	**$_____**
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **CASE DELIVERIES ONLY**				
5.1.61	Lancets, Single Use, Sterile Tip, Push Button Activation with Automatic Spring Loaded Lancet Retraction after use, 50/Box, 80 Box/Case, Chronimed Haemolance #990350 for ref.	**360**	**BX**	**$_____**	**$_____**
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **CASE DELIVERIES ONLY**				

		Quantity	Unit of Measure	Unit Price	Total Amount
5.1.62	Tourniquet, "Latex-Free", Adult, Non-sterile, Tourniquet are Connected with Perforations and rolled in a Dispenser Box of 25 Each, 25/Box, 20Box/Case BD-"Vacutainer Latex Free Tourniquet" #367203 for ref.	**1,200**	**EA**	**$_____**	**$_____**
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **CASE DELIVERIES ONLY**				
5.1.63	Alcohol Foam, Ethyl alcohol based hand scrub, 11 oz. canister, 24 Canisters/Case, Calgon Vestal Alcare #6399 for ref.	**1,200**	**BO**	**$_____**	**$_____**
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **CASE DELIVERIES ONLY**				
5.1.64	Sharps Container, 1 quart Red Hinged lid with lever opening device, Red, 8-3/4" x 2-1/2" x 4-1/2", 20/Case Kendall #8303SA for ref.	**600**	**EA**	**$_____**	**$_____**
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **CASE DELIVERIES ONLY**				

		Quantity	Unit of Measure	Unit Price	Total Amount
5.1.65	Sharps Container, 8 gallon, 17-1/2" x 11" x 15-1/2", Red, 10/Case Sage #8980 for ref.	**100**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER:	_____			
	STATE PACKAGING: **CASE DELIVERIES ONLY**	_____			
5.1.66	Surgical Mask with Face Shield, Splash Guard, Visor, 2" side extensions and ear loops, 25/Box, 4 Box/Case, Tecnol Fluidshield #47080 for ref.	**400**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER:	_____			
	STATE PACKAGING: **CASE DELIVERIES ONLY**	_____			
5.1.67	Towel's, Disinfectant Tub dispenser, 8" x 14", 65 Wipes/Tub, 6 Tubs/Case PDI #86984 Super SaniCloth for ref	**400**	**CA**	**$**_____	**$**_____
	STATE BRAND/NUMBER:	_____			
	STATE PACKAGING: **CASE DELIVERIES ONLY**	_____			

		Quantity	Unit of Measure	Unit Price	Total Amount
5.1.68	Waste Bag, Infectious, Red, 30-33 Gallon, 16 mic thick, 31" x 41", DOT Marking for Hazardous Waste, 50/Pack, 5 Packs/Case, Medical Action Industries #44-05 for ref.	**2,000**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **CASE DELIVERIES ONLY**				
5.1.69	Wash Basin, 6 Qt., Plastic, Rectangular, 50/Case, Medline #80306 for ref.	**800**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **CASE DELIVERIES ONLY**				
5.1.70	Immobilizer, Pediatric, Restrain Infants/children for Treatment, WITH CARRYING CASE, Padded Head Harness, LSP 484 for ref.	**50**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **DELIVERY: 2 WEEKS**				

		Quantity	Unit of Measure	Unit Price	Total Amount
5.1.71	Kendrick Extrication Device, Includes Chin and forehead straps, neck roll, and heavy duty storage case Kendrick Extrication Device, Ferno #125 for ref.	**12**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **DELIVERY: 2 WEEKS**				
5.1.72	Pediatric Resuscitation Measuring Tape, Illustrated, Gives accurate weight Estimates, equipment sizes and Drug dosages based on length of child. Color coded for sue with Broselow Bag, Broselow # AE-4800 for ref.	**35**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **DELIVERY: 2 WEEKS**				
5.1.73	Spine Board, Long Rotationally Molded, High density construction, Contour design For patient Comfort, Compact Nesting, Foot Section of board tapered, with speed clip pins. White. Molded in – BOLD 2" black letters: PHILADELPHIA FIRE DEPT. Pro-Lite #716-PW for ref.	**50**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **DELIVERY: 4 WEEKS**				

		Quantity	Unit of Measure	Unit Price	Total Amount
5.1.74	Splint, Traction, Hare, Adult, Include Case Ferno #444 for ref.	**12**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **DELIVERY: 2 WEEKS**				
5.1.75	Splint, Traction, Hare, Pediatric, Includes case Ferno #443 for ref.	**12**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **DELIVERY: 2 WEEKS**				
5.1.76	Back Pack, 20" L x 10.5" W x 8", 22" H, 2 handles allow Bag to be carried on its top or its side, Fully Adjustable padded back pack straps can be Zippered or placed into back pouch, Waste Belt with Heavy Duty Nylon Buckle, 2 Interior & 3 Exterior Compartments Red or Black, Impervious Material StatPaks Perfusion Backpack for ref.	**50**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____				

		Quantity	Unit of Measure	Unit Price	Total Amount
5.1.77	Oxygen Bag, 23" x 11"x 10", 22 Oz, SI TEX Vinyl (Fluid Proof), #10 Coil Self-Repairing YKK Outside Zipper, Handle Reinforced With Fluid Proof Non-Skid Rubber Tubing, Padded Bottom, Scotchlite Tape Reflector Stripes, 3 Divided Compartments, 2 Windowed Removable Compartments Inside Lid, Converts to Backpack with Curved Shoulder Straps – Sternum Strap and 2" Waist Belt, Full Length Zippered Inside Top Flap, Lifetime Warranty Against Defects in Materials and Workmanship Green, Conterra #02-APK1 for Ref.	**12**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____				
5.1.78	Pillow, Fluid Resistant, Re-usable Putnam "Staph-Check" #IM2028 for Ref.	**100**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____				
5.1.79	Man-SAC, Stretcher designed for Extremely Obese Patients, #1600 Capacity Brand Specific: Man Chav –Man-S.A.C.	**20**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____				

		Quantity	Unit of Measure	Unit Price	Total Amount
5.1.80	Blanket, Wool Blend (50/50), Heavy Weight, needle loomed, 60" X 80" 12/Case EMP #C3 for Ref.	**200**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **CASE ONLY DELIVERIES**				
5.1.81	Glucometer, Medisense Precision Extra, Meter Only. 4/Case Brand Specific: Medisense #98814	**100**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____				
5.1.82	Glucometer Test Strips, Precision Extra Box of 50, 5 second testing. 50/Box, 12 Boxes/Case Brand Specific: Medisense #99728	**500**	**BX**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____				
5.1.83	Drug Storage Bin, 17-1/8" x 6-3/4" x 8-1/4", Red Stacking, fitted for removable dividers 6/Case Health Care Logistics #HCL-1434 for Ref.	**300**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **CASE ONLY DELIVERIES**				

		Quantity	Unit of Measure	Unit Price	Total Amount
5.1.84	Drug Storage Bin, 17-1/8" x 14-3/4" x 10-1/4", Red Stacking, fitted for removable dividers 3/Case Health Care Logistics #HCL-1438 for Ref.	**180**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____				
5.1.85	Strap, Immobilization, 2-piece, Fluid Impervious, for Stryker StairPro #6252, Black Brand Specific: Morrison Medical #1300XBK	**200**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____				
5.1.86	Strap, for Ambulance Cot, 5', Looplock, with PFD Logo, Yellow Brand Specific: Biothane #QPR1200YE60F	**300**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____				
5.1.87	Strap, for Ambulance Cot Extension, 24", with PFD Logo Yellow to be used with Biothane #QPR1200YE60F (above) Brand Specific: Biothane #QEMS200YE24A	**150**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____				

		Quantity	Unit of Measure	Unit Price	Total Amount
5.1.88	Drug storage Bin, 4-3/4" x 3-7/16" x 2-13/16", Red, Stacking 24/Case Health Care Logistics #HCL-1400 for ref.	**240**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____				
5.1.89	Drug storage Bin, 10-1/4" x 4-3/8" x 4- ¾", Red, Stacking, fitted for Removable dividers 12/case Health Care Logistics #HCL-1410 for ref.	**240**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____				
5.1.90	Drug storage Bin, 10-1/4" x 10" x 4- 3/4", Red, Stacking, fitted for Removable dividers 6/case Health Care Logistics #HCL-1412 for ref.	**120**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____				

		Quantity	Unit of Measure	Unit Price	Total Amount
5.1.91	Drug Storage Bin, 10" x 6-9/16" x 6-3/4", Red, Stacking, fitted for removable dividers 6/Case Health Care Logistics #HCL-1413 for Ref.	**120**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____				
5.1.92	Box, Tamper Resistant, Polypropylene, Translucent,non-tinted, drilled for Tamper Resistant Seal, 7" x 4" x 1½" O.D., 6-1/2" x 1-1/8" x 3-1/4" I.D., with 3 equal molded-in longitudinal dividers Brand Specific: Health Care Logistics #1602 (drilled)	**100**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____				
5.1.93	Intraosseous (IO), sealed, power driver, with trigger guard, lithium battery, battery indicator Brand Specific: EZ-IO G3 Power Driver #9040	**50**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____				

		Quantity	Unit of Measure	Unit Price	Total Amount
5.1.94	Intraosseous (IO), Needle Set, 15mm, 304-stainless steel 5/Box Brand Specific: EZ-IO PD #9018	**100**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____				
5.1.95	Intraosseous (IO), Needle Set, 25mm, 304-stainless steel 5/Box Brand Specific: EZ-IO AD #9001	**1,000**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____				
5.1.96	Intraosseous (IO), Needle Set, 45mm, 304-stainless steel 5/Box Brand Specific: EZ-IO LD #9077	**500**	**BX**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____				
5.1.97	Face Mask, Clear Anatomical, CPAP 5/Box Brand Specific: Mercury Medical #10-57100	**500**	**BX**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **BOX ONLY DELIVERIES**				

		Quantity	Unit of Measure	Unit Price	Total Amount
5.1.98	Vent Circuit CPAP 6/Case Brand Specific: Allied Healthcare Products #800148	**500**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **CASE ONLY DELIVERIES**				
5.1.99	Red Dot Electrodes Adult 50/bag 3M #2560	**100**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **CASE ONLY DELIVERIES**				
5.1.100	Phlebotomy/multi-Purpose Container with roof opening Red 8 QT #8970	**50**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **CASE ONLY DELIVERIES**				

5.2 **DISCOUNTED CATALOG/B2B INTERNET SITE ITEMS**

Estimated Expenditures **$700,000.00**
Bidder will state their discount percentage from their "In House Catalog/B2B Internet Site.

Discount from List _____%

Total Bid Amount **$**_____
(Common Use Items Plus Estimated Expenditures for Discounted Catalog/B2B Internet site items Less Discount)

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, US Postal service etc.).

TYPE OF TRANSPORT: _____

CITY OF PHILADELPHIA

BID BOND

FOR CITY OF PHILADELPHIA BID NUMBER: S5Z61200

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 fourteen (2014).

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.

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 Order No. 03-12, 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 03-12 is administered by the City's 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	15%	to	20%
	AND		
WBE	10%	to	15%
DSBE	0%	to	0%

These ranges represent the percentage of MBE, WBE, DBE[1] 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 and through bidder's exercise of Best and Good Faith Efforts. Best and Good Faith Efforts are those efforts, the scope, intensity and appropriateness of which are taken to achieve meaningful and representative opportunities for participation by M/W/DSBEs. 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 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. §4904 relating to unsworn falsification to authorities which may include payment of a fine of at least $1,000 and a term of imprisonment of not more than two years. Bidder also acknowledges that under 18 Pa.C.S. §4107.2 (a)(4) it is a felony in the third degree, punishable by a term of imprisonment of not more than seven years in addition to the payment of any fines or restitution, if, under any contract awarded pursuant to this Bid, bidder fraudulently obtains public moneys reserved for or allocated or available to minority business enterprises or women's business enterprises.

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[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.

A. M/W/DSBE PARTICIPATION

1. Only firms that are certified by an approved certifying agency[2] and identified in the OEO Certification Registry by the time of contract award will be credited toward the participation ranges on City contracts. An OEO Certification Registry is maintained by the OEO and is available online at www.phila.gov/OEO/directory. Firms owned and controlled by minority persons, women or disabled persons, which are certified as MBE, WBE, DSBE or DBE by an approved certifying agency may apply to the OEO for listing in its OEO Certification Registry.

2. No bidder that seeks to meet the participation range(s) for participation by entering into a subcontract with any M/W/DSBE participant shall be considered to meet the range(s) if the M/W/DSBE participant does not perform a commercially useful function ("CUF"). An M/W/DSBE performs a Commercially Useful Function when it performs a distinct element of a City Contract (as required by the services to be performed in accordance with the Bid Specification) which is worthy of the dollar amount of the M/W/DSBE Subcontract and the M/W/DSBE carries out its responsibilities by managing and supervising the services involved and actually self-performing at least twenty percent (20%) of the work of the Subcontract with its own employees. For suppliers, an M/W/DSBE performs a Commercially Useful Function when it is responsible for sourcing the material, negotiating price, determining quality and quantity, ordering the material and paying for it from its own funds. Commercial usefulness will be evaluated and determined by the OEO on a bid by bid basis as informed by prevailing industry standards and the M/W/DSBE's NAIC codes. Participation that is not commercially useful will not be counted.

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 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).

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[2]Approved certifying agencies are identified on the OEO webpage found at www.phila.gov/OEO. Applicant is strongly encouraged to search the Pennsylvania Unified Certification Program ("PaUCP") Directory which offers a robust listing of DBEs; the PaUCP Directory is found at www.paucp.com.

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 demonstrate that it exercised Best and Good Faith Efforts to achieve the M/W/DSBE participation ranges along with a written request, on its letterhead, for the reduction of part or all of the M/W/DSBE participation ranges ("Request For Reduction/Waiver"). Bidder, through the submission of documentary evidence must show that bidder 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; the City, at its sole discretion, may allow bidders to submit or amend their submission at any time prior to award which may result in revision to bidder's participation commitments. 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 certification 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 determine whether bidder exercised Best and Good Faith Efforts in response to the participation ranges. **Bidder's expressed desire to self-perform work with its own employees will not excuse bidder from exercising Best and Good Faith Efforts to include M/W/DSBEs in its bid and cannot be used as a basis for requesting a reduction or waiver of the participation ranges**. OEO's 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 Executive Director of OEO within forty-eight (48) hours of the date of notification; the decision of the Executive Director of OEO 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 and the successful bidder is required to enter into legally binding agreement(s) ("M/W/DSBE Subcontract(s)") with its M/W/DSBE participants for the work and in the dollar amount(s) and percentage(s) as so committed (the "Contract Commitment(s)"). 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 Order 03-12 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 applicant's compliance with the requirements of Executive Order 03-12 is material to the contract. In the event the City determines that the successful applicant has failed to comply with any of the requirements of this Antidiscrimination Policy, including substantial compliance with any Contract Commitment, the City may, in addition to any other rights and remedies it may have under the Contract which includes termination of the Contract, exercise one or more of the following remedies which shall be deemed cumulative and concurrent:

   - Debar successful bidder from bidding on and/or participating in any future contracts for a maximum period of three (3) years.

   - Withhold from the contract payment(s) or any part thereof until corrective action is taken. If corrective action is not taken to the satisfaction of OEO, the City may, without institution of a lawsuit, deduct money in an amount equal to the M/W/DSBE shortfall which amount shall be collected and considered not as a penalty but as liquidated damages for the successful bidder's failure to comply with the contract.

   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 participants.

ANTIDISCRIMINATION POLICY SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM

Minority (MBE), Woman (WBE), Disabled (DSBE) and Disadvantaged (DBE) Business Enterprises [1]

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.

☐ MBE ☐ WBE ☐ DSBE ☐ M-DBE ☐ 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		YES[2]	NO	Dollar Amount $		
Email Address				Percent of Total Bid/RFP %		
OEO REGISTRY # / CERTIFYING AGENCY						

☐ MBE ☐ WBE ☐ DSBE ☐ M-DBE ☐ 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		YES[2]	NO	Dollar Amount $		
Email Address				Percent of Total Bid/RFP %		
OEO REGISTRY # / CERTIFYING AGENCY						

☐ MBE ☐ WBE ☐ DSBE ☐ M-DBE ☐ 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		YES[2]	NO	Dollar Amount $		
Email Address				Percent of Total Bid/RFP %		
OEO REGISTRY # / CERTIFYING AGENCY						

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.

DISCLOSURE OF WOMEN AS BOARD MEMBERS AND EXECUTIVE STAFF

Instructions: As required by Section 17-104 of The Philadelphia Code entitled "Prerequisites to the Execution of City Contracts," Section 17-104(3) requires bidder to complete and submit this form with its bid. If bidder believes that these requirements do not apply (e.g., bidder is a single-member Limited Liability Company), please check the first field below and attach an explanation. This form should be submitted with bid but the City reserves the right to allow bidder to submit this information at any time prior to award of a contract.

Bidder's Name: _____Bid Number:_____

Please check here if the requirements do not apply to bidder and attach explanation: ☐

Disclosure of Women as Board Members and Executive Staff

Pursuant to Section 17-104(3) (a) (i) of The Philadelphia Code, please provide the following information:

1. Current percentage of female executive officers in bidder's company: ☐

2. Current percentage of women on the executive board of the bidder's company: ☐

3. Current percentage of women on the full board of the bidder's company: ☐

Aspirational Goals for Women as Board Members and Executive Staff

Pursuant to Section 17-104(3) (a) (ii) of The Philadelphia Code, please provide the following information:

1. Percentage goal for female executive officers in bidder's company: ☐

2. Percentage goal for women on the executive board of the bidder's company: ☐

3. Percentage goal of women on the full board of the bidder's company: ☐

Identify Below Any Efforts to Achieve the Aforementioned Goals:

_____ _____

Authorized Signature Date

_____

Print Name and Title

Revised 7.1.14

BASIC SERVICES, SUPPLIES & EQUIPMENT BIDDERS GUIDELINES[1]

The following checklist will assist you in the preparation of your bid. Failure to adhere to these instructions may result in your bid being disqualified.

- ☐ Read the entire bid so that you fully understand all of the requirements. Bidder must meet all qualifications and requirements.

- ☐ Bids and pricing must be in **ink or typed** and on City issued form(s). Faxed bids will not be accepted.

- ☐ The Invitation and Bid may not contain all of the documents that you will need to complete the bid submission. On occasion, it is not possible to include **exhibits, drawings, attached specifications, attached documents, etc.** Applicable documents may be obtained by contacting Procurement Customer Service at bid.info@phila.gov.

- ☐ Make sure that you have signed the Contract Page and affixed your Corporate Seal as required.

- ☐ If applicable, sign and return all addenda.

- ☐ All bids must be submitted to the City of Philadelphia **no later than 10:30 AM** on the date that the bid opens. **Bids MUST be placed in the Bid Box** (slot located outside of Room 170A) prior to the bid opening**.** Bids that are not in the bid box prior to the bid opening may be disqualified.

- ☐ It is the bidder's responsibility to ensure that the bids are submitted in a timely manner and placed in the bid box prior to the bid opening. If the bid is being sent by courier or mail, it is recommended that the bid be sent early. The bid should arrive at least one business day before the bid opens to ensure timely receipt.

- ☐ All bids **must** be placed in a **sealed** envelope. **The Bid Number, Opening Date and Company Name MUST be clearly labeled on the envelope.** If the bid is being delivered by courier or express mail, the bid **must** be in a **separate** sealed envelope inside the courier's envelope or express mail packaging. This is to ensure that all bids conform to the sealed bid process of the City of Philadelphia.

- ☐ **Annual Bid Security Program Fee:** You must enroll and pay the non-refundable Annual Bid Security Program fee. Refer to Section 1 of the bid and Paragraph 2 of the SS&E Terms and Conditions of Bidding and Contract.

  > **2. BID SECURITY.**
  > All bidders must be enrolled in the City's Annual Bid Security Program. All bidders must complete the registration form and pay a non-refundable Annual Bid Security Program fee of $100.00, payable annually to the order of "The City of Philadelphia". Enrollment and payment of the Annual Bid Security Program fee must be completed in order to be eligible for award. If applicable, an individual bid bond may also be required in the Invitation and Bid. Notwithstanding bidder's enrollment in the Annual Bid Security Program, an awarded bidder who fails to execute its contract will be subject to the City's remedies set forth in Paragraph 17.

- ☐ If you plan on submitting the completed registration form and non-refundable Annual Bid Security Program fee of $100.00, payable annually to the order of "The City of Philadelphia" with your bid, the form of payment **must** be in the form of a certified check, cashier's check, treasurer's check, bank money order, or United States postal money order made payable to the order of "City of Philadelphia." Cash, company checks or personal checks are not acceptable.

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[1] This information is provided for guidance only and does not preclude your responsibility to read fully and respond to all portions of the bid.

☐ **Bid Processing Fee:** Submit the non-refundable $25 bid processing fee as outlined in Paragraph 3 of the SS&E Terms and Conditions of Bidding and Contract.

> **3. BID PROCESSING FEE.**
> In addition to enrollment in the City's Annual Bid Security Program and payment of any other fees or monies required to be submitted with the bid, the bid must be accompanied by a non-refundable processing fee of $25.00 in the form of a company check, bank money order or United States postal money order made payable to the order of "City of Philadelphia." Cash is not acceptable.

☐ Submit performance security and/or performance bond as required in the Invitation and Bid, as outlined in Paragraphs 13 and 14 of the SS&E Terms and Conditions of Bidding and Contract.

☐ Do not combine any payment amounts. All payments should be individual and specific.

☐ **Specifications:** You must follow the instructions in Paragraph 4 of the Terms and Conditions. If an alternate to any item is being offered, 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.

> **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.

☐ **Bid Evaluation and Award:** If the bid is going to be awarded as a whole, you must bid on all items for the bid to be consider responsive. See Section 3 of the Invitation and Bid.

☐ If the bid requires a site inspection, attendance at a Pre-Bid Meeting, samples, financial information or other data you must adhere to these requirements.

☐ Do not submit any counter terms or conditions. **Your bid may be rejected**.

☐ Please double check all mathematical calculations for errors.

If you have questions, please contact Procurement Customer Service at bid.info@phila.gov.

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

Procurement Department
120 Municipal Services Building
Philadelphia, PA 19102-1685
(215) 686-4720
(215) 686-4716 Fax
bid.info@phila.gov

Mary E. Stitt
Procurement Commissioner

IMPORTANT INFORMATION FOR ALL SS&E BIDDERS!

New Annual Bid Security Program for Services, Supplies, and Equipment (SS&E) Bids
Period of Coverage: July 1, 2014 – June 30, 2015

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

Dear Vendor:

The City of Philadelphia is very excited to announce the City's new Annual Bid Security Program. The new Annual Bid Security Program has a reduced non-refundable fee of **$100.00** and covers the time period from July 1, 2014 to June 30, 2015. Coverage begins from the date of enrollment and payment until June 30, 2015. **In order to be an eligible SS&E bidder, all SS&E bidders must be enrolled in the City's Annual Bid Security Program**. All bidders must complete the registration form and pay the Annual Bid Security Program non-refundable fee of **$100.00**. If applicable, an individual bid bond may also be required in the Invitation and Bid. However, for the majority of SS&E bids, the Annual Bid Security Program will be the only bid security required.

To enroll in the Annual Bid Security Program for the period of **July 1, 2014 to June 30, 2015**, complete this registration form and return the form with the non-refundable fee of **$100.00** in the form of a company check, certified check, treasurer's check, cashier's check, bank money order, or United States Postal Service money order. Cash or personal checks will not be accepted. Make payment to the order of "**The City of Philadelphia**". To clarify the precise use of the payment, enter the words "**Annual Bid Security Program FY2015**" on the memo section of the payment. This registration form and payment should be submitted under separate cover to the attention of "Annual Bid Security Program FY2015" at least one day prior to the opening of the first bid that the bidder wants covered under the program. If the bidder chooses to submit the completed registration form and payment with their bid, **company checks will not be accepted** and payment must be made with a certified check, treasurer's check, cashier's check, bank money order, or United States Postal Service money order**.**

For additional information or inquiries regarding this program, please contact Procurement Customer Service at bid.info@phila.gov.

Forward payment along with this registration form to:

ANNUAL BID SECURITY PROGRAM FY2015
Procurement Department
1401 JFK Boulevard, 170A
Philadelphia, PA 19102-1685

Company Name: _____

Fed EIN/SSN: _____

Street Address: _____

City, State, Zip: _____

Contact Person: _____ **E-mail Address:** _____

Telephone No: (___)_____ **Fax No:** (___)_____

Make all payments to "The City of Philadelphia" in the amount of **$100.00**, for "**Annual Bid Security Program FY2015**".

☐**Certified Check** ☐**Cashier's Check** ☐**Treasurer's Check** ☐**Bank Money Order** ☐**USPS Money Order**

☐**Company Check (Only if Prior to Bid Opening)** **(NO CASH OR PERSONAL CHECKS WILL BE ACCEPTED)**

Rcvd. ___/___/___ Pymt. Type _____ Ck. or MO# _____

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

INSTRUCTIONS FOR GETTING PAID BY THE CITY OF PHILADELPHIA

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

1. **AFTER THE DELIVERY OR SERVICES HAS BEEN COMPLETED YOU MUST SUBMIT THREE (3) COPIES OF AN INVOICE FOR PAYMENT TO THE RECEIVING DEPARTMENT LISTED ON THE PURCHASE ORDER.**

2. **THE INVOICE MUST CORRECTLY REFERENCE THE PURCHASE ORDER NUMBER, THE VENDOR NAME, ADDRESS AND FEDERAL EMPLOYER IDENTIFICATION NUMBER.**

3. **CHECKS WILL ONLY BE MADE PAYABLE TO THE COMPANY NAME AS SHOWN ON THE PURCHASE ORDER, THE INVOICE MUST REFLECT THIS SAME COMPANY NAME AS THE "PAY TO".**

4. **THE INVOICE MUST SHOW THE QUANTITY AND TYPE OF ITEM OR SERVICE AND THE PRICE.**

5. **THE UNIT OF PURCHASE ON THE INVOICE MUST AGREE WITH THE UNIT CITED ON THE PURCHASE ORDER. REFERENCE TO THE SPECIFIC LINE ITEM IS HELPFUL.**

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

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

IN YOU ARE INTERESTED IN RECEIVING YOUR PAYMENTS ELECTRONICALLY RATHER THAN BY CHECK PLEASE SEE ATTACHED LETTER & ACH VENDOR ENROLLMENT AND CHANGE FORM.

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

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

Mary E. Stitt
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.

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

PROCUREMENT DEPARTMENT
Customer Service Unit

This Is Not A Right To Know Request.

This form cannot be used to submit a Right To Know Request. *See* City of Philadelphia Open Records Policy: **http://www.phila.gov/privacy/pdfs/finalcityopenrecords.pdf**

ATTENTION VENDORS

If your company would like to receive the results of a particular bid, the Customer Service Unit of the Procurement Department will forward this information to you for a$**10.00 fee** for **each** bid number requested. **Company check or money order only, no personal checks or cash.** Please be advised that bid tabulations **are not available** by telephone or email. If you have any questions, please email bid.info@phila.gov.

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

Enclose the following items:

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

YOUR REQUEST CANNOT BE PROCESSED IF YOU DO NOT PROVIDE THE ABOVE ITEMS

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

BID RESULTS REQUEST FORM

Date of Request: _____

Bid Number Requested: _____ Opening Date: _____

Company Name: _____

Company Representative: _____

Address Line 1: _____

Address Line 2: _____

Email Address: _____

Telephone No: _____ Fax No.: _____

BID SUBMISSION

1. PREPARATION AND SUBMISSION OF BID.
All bids must be written in ink or typewritten and made on the forms issued by the City 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 issued thereto by the City, any surety bonds approved as to legal form by the Law Department, all warranties, exhibits and attachments reviewed and 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 the bidder 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. Notwithstanding the foregoing, the Procurement Commissioner reserves the right to accept a late bid if it is the only responsive and responsible response and it is in the best interest of the City to do so.

2. BID SECURITY.
In order to be an eligible bidder, all bidders must be enrolled in the City's Annual Bid Security Program. All bidders must complete the registration form and pay a non-refundable Annual Bid Security Program fee of $100.00, payable annually to the order of "The City of Philadelphia". Enrollment and payment of the Annual Bid Security Program fee must be completed in accordance with the Invitation and Bid, Section 1,"Bid Security". If applicable, an individual bid bond may also be required in the Invitation and Bid. Notwithstanding bidder's enrollment in the Annual Bid Security Program, an awarded bidder who fails to execute its contract will be subject to the City's remedies set forth in Paragraph 17.

3. BID PROCESSING FEE.
In addition to enrollment in the City's Annual Bid Security Program and payment of any other fees or monies required to be submitted with the bid, the bid must be accompanied by a non-refundable processing fee of $25.00 in the form of company check, certified check, cashier's check, treasurer's check, bank money order, or United States postal money made payable to the order of "City of Philadelphia." Cash and personal checks are not acceptable.

4. SPECIFICATIONS.
When a specification is issued in connection with the Invitation and Bid, no deviation 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 reference information concerning the style, type or kind of article and/or service desired. A bidder may offer an article, service and/or equipment, 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 supporting documentation) 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.

Any and all specifications issued in connection with the Invitation and Bid are deemed incorporated into and become part of the Contract.

5. PATENTS.
The successful bidder (also referred to throughout these Terms and Conditions of Bidding and Contract as the "awarded bidder" or "Contractor") 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 Paragraph 19 Default and Termination.

6. LOCAL BIDDING PREFERENCE.[1]
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 local bid preference. In order to determine eligibility to receive the preference, if applicable, bidder must be certified at the time of bid opening and must submit with the bid, the Local Business Entity Certification Number* as issued by the Procurement Department for the bidder. If the Procurement Commissioner determines that the awarded bidder fails to comply with its representation at any time during the term of its contract, the awarded bidder's LBE certification will be revoked and the awarded bidder shall be deemed in substantial breach of such contract, shall be required to pay liquidated damages of 10% of the awarded contract amount, and may be debarred by the Procurement Commissioner in accordance with the Procurement Department Debarment Regulation for a period up to three years.

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

EVALUATION AND AWARD

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

8. RESPONSIVENESS.
Subject to the right of the Procurement Commissioner to waive non-responsiveness as set forth below in this Paragraph, 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 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 award of the Contract.

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 integrity, qualifications, references, capacity and ability to perform the Contract resulting from the Invitation and Bid in accordance with its terms 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. When applicable, unit pricing quoted will prevail in the event of any discrepancy(ies) between unit price and the extended amount. This same quoted unit price will be the determining factor in establishing applicable contract amount(s) and award(s).

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 none or 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 as informed by Mayoral Executive Order 04-12, "Procurement of Local and American Goods and Services."

CONTRACT EXECUTION AND CONFORMANCE

13. CONTRACTS.
Awards of contracts in amounts less than or equal to $32,000 shall become contracts binding upon the City upon written notice of award by the Procurement Commissioner.

a. Awards of contracts in amounts greater than $32,000 shall not become contracts binding upon the City until after written notice of award is made by the Procurement Commissioner and until after all of the following conditions have been satisfied:

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

ii. 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;

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

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

v. 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 (i-v) 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 BOND.
When applicable, the successful bidder is required to furnish an individual performance bond, issued by a surety approved by the City and in the amount specified in the Invitation and Bid.

15. INSURANCE.
Unless otherwise specified, the successful bidder (referred to in this Paragraph 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 and for each renewal period. The City reserves the right to require the Contractor to furnish certified copies of the original policies of all insurance required hereunder at any time upon fifteen (15) days prior written notice. The insurance requirements set forth herein are not intended and shall not be construed to modify, limit, or reduce the indemnifications made in this Contract by the Contractor to the City or to limit the Contractor's liability under this Contract to the limits of the policies of insurance required to be maintained by the Contractor hereunder.
(a) WORKERS COMPENSATION AND EMPLOYERS LIABILITY

i. Workers' Compensation – Statutory limits

ii. 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

iii. Other states insurance including Pennsylvania

(b) GENERAL LIABILITY INSURANCE

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

ii. Coverage: Premises operation: Blanket Contractual liability; Personal Injury liability; Products and completed operations; 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

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

ii. Coverage: owned, non-owned and hired vehicles.

Contractors providing only supplies and equipment to the City via Common Carrier are only required to maintain General Liability insurance, naming the City of Philadelphia, its officers, employees and agents as additional insureds.

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

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

19. DEFAULT and TERMINATION.
All work performed and goods and services rendered by a successful bidder (referred to in this Paragraph 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.

a. The following shall constitute events of default under any Contract resulting from the Invitation and Bid:

   i. Failure by Contractor to comply with any provision 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 "applicable law" as that term is defined in Paragraph 24.

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

   iii. 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.

   iv. A violation of law which results in the making of a guilty plea, a plea of nolo contendere, or conviction of a criminal offense by Contractor, its directors, employees, or agents or indictment or charges, which in the sole judgment of the Procurement Commissioner, adversely affects the performance of the Contract or Contractor's fitness to provide goods and services to the City.

   v. Failure by Contractor to comply with Chapter 17-1600 of The Philadelphia Code entitled "Economic Opportunity Plans," or the Mayoral Executive Order establishing the City's antidiscrimination policy relating to the participation of minority, woman and disabled owned business enterprises.

   vi. 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 Paragraph 13 above.

   vii. 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.

b. 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, under the Invitation and Bid or under other paragraphs of these Terms and Conditions of Bidding and Contract :

   i. 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.

   ii. 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 Paragraph, for which the City may exercise any of its rights hereunder.

20. PAYMENT FOR EQUIPMENT.
Unless otherwise provided in the bid specifications, when equipment involves installation, (which shall also be interpreted to mean erection and/or setting up or placing in position for service or use) and/or testing, and where such installation or testing is delayed though no fault of the contractor, contractor shall be entitled to a payment equal to 50% of the price bid when such equipment is delivered on site and to a further payment equal to an additional 25% of the price bid when the equipment is installed and ready for test. The balance shall be paid only after the equipment is tested and found to be satisfactory by the City. If the equipment must be tested, but installation is not required to be made by the supplier or if the equipment must be installed but testing is not required, and the installation or testing is delayed through no fault of the contractor, contractor shall be entitled to a payment equal to 75% of the price bid at the time of delivery and the balance shall be paid after satisfactory testing and/or installation, as required.

TAX MATTERS

21. TAX EXEMPTION.
The City of Philadelphia is exempt from the payment of any federal excise or transportation taxes and any Pennsylvania sales tax. The price bid must be net, exclusive of taxes. The City will not pay any sales taxes imposed on the bidder. The bidder must not include any sales taxes imposed on the bidder in its costs to be reimbursed by the City. 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 that 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.

a. 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:

   i. Business Income and Receipts Tax
   ii. Net Profits Tax
   iii. 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.
The Contractor, in performance of the Contract shall comply with, and all goods, services, documents and other materials furnished under the Contract shall conform with, all applicable present and future federal, state or local laws, ordinances, executive orders, rules, regulations and all court orders, injunctions, decrees and other official interpretations thereof of any federal, state or local court, administrative agency or governmental body, including the City, the Commonwealth of Pennsylvania and the United States of America ("applicable law"). Applicable law shall include, without limitation, the specific laws referenced in paragraphs 25 through 31 herein and Chapter 17-1700 of The Philadelphia Code (Contractors are obligated to pay their subcontractors promptly after Contractor receives payment from the City) and Chapter 17-1800 of The Philadelphia Code (Contractor shall cooperate with the City in addressing its goal of securing employment for Returning Citizens). Contractor shall maintain during the term of the Contract all licenses, permits and authorizations required by any applicable law.

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, ancestry, national origin, sex, gender identity, sexual orientation, age or disability. 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 Paragraph 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 Paragraph 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 Paragraph 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 Office of the Inspector General, Curtis Center, 601 Walnut Street, Suite 300 East, Philadelphia, PA 19106.

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, IRAN or SUDAN.
Section 17-104(4)(a) and (b) of The Philadelphia Code prohibits the City from accepting bids from companies that do business in Northern Ireland, Iran and Sudan unless, in the instance of Northern Ireland, that business has implemented the fair employment principles embodied in the MacBride Principles or in the instance of Iran or Sudan, there exists a federal override or the business is excluded from disqualification as described in the Sudan Accountability and Divestment Act of 2007. 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, Iran and Sudan and (ii) no product to be provided to the City under any resulting Contract will originate in Northern Ireland, Iran or Sudan unless, in the instance of Northern Ireland, Bidder has implemented the fair employment principles embodied in the MacBride Principles or in the instance of Iran or Sudan, there exists a federal override or the Bidder is excluded from disqualification as described in the Sudan Accountability and Divestment Act of 2007. In addition to any other remedies reserved under this Bid and Contract, any false certification by Bidder is subject to the penalties stated in Section 17-104 (c) (.3) which include relinquishment of any Bid Security, termination of the Contract and ineligibility for future bids

28. DISCLOSURES: SLAVERY ERA RECORDS, FEMALE EXECUTIVES and SOLE SOURCE CONTRACTS.

a. In accordance with Philadelphia Code Section 17-104 (2), 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 disclosure and/or any failure to comply with these requirements 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.

b. In accordance with Philadelphia Code Section 17-104 (3), bidder must provide the following information with its bid:

(i) the current percentage of female executive officers in the company and the current percentage of females on the company's executive and full boards;

(ii) the company's aspirational goals for the inclusion of females in executive positions and on the executive and full boards; and

(iii) the intended efforts by the contractor to achieve the aspirational goals.

This information should be submitted with the bid but the City reserves the right to allow bidder to submit this information at any time prior to award of a contract.

c. If this is a Sole Source Contract, bidder is subject to the disclosure requirements established under Chapter 17-1400 of The Philadelphia Code.

29. MINIMUM WAGE & BENEFITS AND PREVAILING WAGE.

a. If this bid is for the furnishing of services, except where services are incidental to the delivery of supplies or equipment, it is subject to Chapter 17-1300 of The Philadelphia Code and Mayoral Executive Order 03-14 which establish minimum benefits (health benefits and sick leave) and wages for employees. If Contractor and Contractor's first tier subcontractor(s) furnishing services to the City meet the definition of "Employer," as set forth in Philadelphia Code Sections 17-1302(5) and 17-1303, each shall comply with the minimum wage and benefits provisions established by these laws: from May 20, 2014 through December 31, 2014, the minimum wage shall be $10.88 per hour; on January 1, 2015, the minimum wage shall be $12.00 per hour, which wage amount shall be adjusted annually thereafter, by the CPI Multiplier.*[2] Contractor and its first tier subcontractor(s) shall notify each affected employee what wages are required to be paid.

[2] The CPI Multiplier shall be calculated by the Director of Finance for bids issued on or after January 1 of each year by dividing the most recently published Consumer Price Index for all Urban Consumers (CPI – U) All Items Index, Philadelphia, Pennsylvania, as of January of such year, by the most recently published CPI – U as of January 1, 2015.

Accordingly, Contractor by submission of its Bid acknowledges and certifies its compliance with Chapter 17-1300 and Executive Order 03-14 and shall also require its first tier subcontractors to likewise certify and acknowledge their compliance. Contractor shall promptly provide to the City at its request all documents and information verifying its compliance and its first tier subcontractor(s)' compliance with these laws. Any request for a partial or total waiver of these requirements must be based on specific stipulated reasons elaborated in Philadelphia Code Section 17-1304 and should be directed to the attention of the Office of Labor Standards within the City's Managing Director's Office (MDO). Failure to comply with these provisions absent an approved waiver or partial waiver, is an event of default under the Contract and shall also subject Contractor and its first tier subcontractor(s) to the enforcement provisions in Philadelphia Code Section 17-1312.

b. The following services require the payment of prevailing wages and submission of certified payroll records under Philadelphia Code Section 17-107 for compensation that exceeds $200,000.: landscaping; building care and maintenance; custodial/janitorial housekeeping; security guard service; demolition; snow removal; stucco; roof capping; furniture moving; locking systems and repairs; mechanical/HVAC maintenance and repairs; elevators, escalators, and electrical maintenance and repair, and subcontracts of all or a portion of such contracts. In addition, building service contracts for compensation exceeding $100,000. are also subject to Section 17-107.

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 of the Service Contract.

SIGNING OF BIDS

This contract consists of the Invitation and Bid, all addenda issued thereto by the City, any surety bonds approved as to legal form by the Law Department, any Solicitation for Participation and Commitment Form, all warranties, insurance, exhibits and attachments reviewed and accepted 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, in whole or in part, except by a written amendment signed by the parties, the form of which may be an "Add-On Letter"; when the City exercises its sole option to renew a contract it shall do so with issuance of a "Renewal Letter." 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 $32,000, 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 <u>not</u> 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)**