# Accelerator Gloves

## T5Z61430

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

| | |
|---|---|
| **Bid Opening Date:** | **November 23, 2015** |
| **Bid Opening Time:** | **10:30 AM Philadelphia Local Time** |
| **Location for Bid Opening:** | **MUNICIPAL SERVICES BUILDING - ROOM 170A**<br>**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.

## Bid is Best and Good Faith Efforts.

**GENERAL INFORMATION**

This Invitation and Bid and Contract is issued under the Antidiscrimination Policy described in the Mayor's Executive Order 03-12. While there are no ranges for the participation of Minority (MBE), Woman (WBE) or Disabled (DSBE) Owned Business Enterprises (collectively, M/W/DSBEs) projected for this Bid, bidders are prohibited from discriminating in their selection of subcontractors and are encouraged to use their Best and Good Faith Efforts to solicit quotes from M/W/DSBEs on an equitable basis with other firms. See the Office of Economic Opportunity (OEO) Instructions and Form which is part of this Invitation and Bid and Contract.

***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 SUBMISSION**

1.1 **TITLE: Accelerator Gloves (Nitrile Free)**

**SCHEDULE NO: 65-02**

1.2 **CONTRACT TERM**: Date of Award through Twelve Months ("Initial Term"), with an option to renew for up to two additional one year periods, ("the Renewal Term") with the final Renewal Term ending 2/28/19 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. Further, the City may, at its sole discretion renew the contract for up to three (3) months after all renewal periods have expired, in order to prevent a lapse in coverage until a new contract is in place.

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.

1.3 **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 in addition to a Performance Security Fee to cover units awarded to them.

1.4 **METHODOLOGY OF ACQUISITION**: Purchase only

1.5 **STATEMENT OF DIRECTION:**
It is the intent of the City of Philadelphia to make an award for **Accelerator Gloves (nitrile free**) 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 Annual Bid Security Program. The program covers the time period from **July 1, 2015 – June 30, 2016**. 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 **"FY16 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 INFORMATION**:

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

1.7.2 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.

1.8 **BID SUBMISSION**:

1.8.1 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.

1.8.2 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.

1.8.3 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.

1.8.4 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.

1.8.5 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.

1.8.6 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.

1.8.7 **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.

1.8.8 **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:

[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%).

"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 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.

[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.

1.8.9 **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_____

1.8.10 **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.

1.8.11 Bidders are to submit, with their bid, the technical data package as per Procurement Department Specifications 7-F-1:15, attached.

1.8.12 **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.

## 1.9 BIDDER QUALIFICATION:

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

If reference is made to Samples in this Invitation and Bid, bidder(s) must furnish said samples to the City of Philadelphia at no additional charge. Samples must be submitted during the listed time frame: ten (10) business days prior to bid opening date through five (5) business days after bid opening date. If bidder fails to meet this requirement, bid may be disqualified and bidder may be ineligible for award. Each individual sample must be labeled with bidders' name and bidding address, contact person, bid number, date of bid opening, manufacturer's brand name and number and item reference number.

Each individual sample must be accompanied by a "SAMPLE SUBMITTAL FORM" attached to this Bid package. One form must be submitted for each sample submitted.

**Samples must be submitted in separate package labeled S5Z61430. Failure to do so may deem the bidder ineligible for award.**

All samples must be submitted to: City of Philadelphia
Procurement Department
Procurement Buyer
Room 120 Municipal Services Building
1401 – J.F.K. Blvd.
Philadelphia, PA 19102

Samples, if not destroyed, may, upon request, be returned at the bidders' expense. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received within sixty (60) days after bid opening date. If instructions are not received within this time, the commodities shall be disposed of by the City of Philadelphia.

The City does not guarantee the condition of returned samples to the bidder due to the various testing required upon the sample(s).

The City will not be responsible for any samples destroyed or mutilated by examination or testing.

The City reserves the right to inspect the manufacturing process or production facilities of successful and/or prospective bidders or suppliers.

The City of Philadelphia reserves the right to inspect the manufacturing process or production facilities of successful and/or prospective bidders or suppliers.

**NOTE:** **ALL BIDDERS MUST SUBMIT SAMPLES AS INDICATED REGARDLESS IF AWARDED PRODUCT WAS PREVIOUSLY SUPPLIED OR IS THE REFERENCED PRODUCT IN THE INDIVIDUAL ITEM. EACH INVITATION AND BID STANDS ON ITS OWN AND ALL BIDDERS MUST COMPLY WITH ALL REQUIREMENTS LISTED AND INDICATED IN EACH INVITATION AND BID.**

**In the event of any product recall, vendor must notify the Procurement Department Buyer and the using agency(ies).**

See Section 2, Paragraph 2.6 for specific Sample requirements for this bid.

1.11 **DISASTER RESPONSE**

In case of a City of Philadelphia or FEMA declared disaster the awarded vendor shall be capable of providing disaster relief within 24 hours to the Philadelphia Fire Department (PFD). Assistance shall depend on the level of emergency and shall be dictated by the Philadelphia Fire Department. Awarded vendor shall provide any type of product from Section 5. Pricing of any item shall not exceed contracted prices in Section 5. Awarded vendor must understand that payment may be delayed due to the level of disaster. Payments could come from the City or FEMA or a combination of both. Awarded vendor shall attach to the bid how they will provide disaster relief and how they expect compensation.

1.11.1 The City, FEMA or a combination of both shall be responsible for an emergency shipping fee not to exceed $1,000.00 per 50 case containers to be shipped overnight in to the City in response to a Disaster. The successful vendor(s) shall be responsible for all shipping cost above that amount.

## SECTION 2: SPECIFICATIONS

2.1 Successful vendor(s) shall be required to supply the City of Philadelphia's various agencies with gloves as listed in Section 5 of this Invitation and Bid.

2.2 General Requirements

2.2.1 All approved manufacturers MUST be in compliance with Department of Health and Human Services, Food and Drug Administration #21 CFR Part 880 or latest update.

2.2.2 All items furnished must be of current manufacturer and be newly manufactured. All items shall be delivered by the successful bidder to the location(s) and person(s) specified by the City of Philadelphia.

2.3 **ANTICIPATED DELIVERY POINTS:**

2.3.1 AACO
1101 Market St., 9th Floor

2.3.2 Fire Warehouse
115 W. Luzerne Street

2.3.3 Medical Exam. Office
321 University Avenue

2.3.4 Philadelphia Department of Health -
Storeroom, Bldg. - #5
Girard & Corinthian Avenues

2.3.5 Police Chemical Lab
Room 305, PAB
8th & Race Sts.

2.3.6 Police Warehouse
660 E. Erie Avenue

2.3.7 Philadelphia Capitol Program Office
One Parkway, 1515 Arch Street

2.3.8 Philadelphia Parks & Recreation
Building & Construction Maint. Shop
4500 W. Montgomery Drive
Philadelphia, PA 19131

2.3.9 Free Library of Philadelphia
Storeroom
2000 Hamilton St., Lower Level

2.3.10 Free Library of Philadelphia
Custodial Unit
1901 Vine St, B15 Basement Level

2.3.11 Neighborhood Services
4000 N. American St., Phila. PA 19140

2.3.12 Neighborhood Services
8299 Torresdale Ave., Phila. PA 19136

2.3.13 Prison Warehouse
8201 Torresdale Avenue
Philadelphia, PA 19136

2.3.14 Philadelphia Public Health Center 1 (STD)
Dept. of Public Health
Healt2h Center 1
1400 Lombard St., 1st Fl.

2.3.15 STD Control Program
500 S. Broad St., 1st floor

2.3.16 Riverview Home For The Aged
Cedar Cottage - Medical Unit
7979 State Road

2.3.17 Philadelphia Sheriff's Office
Court Services Division
100 S. Broad St., 5th Floor

2.3.18 Philadelphia Water Dept.
Baxter Pilot Plant
9001 State Road

2.3.19 Philadelphia Water Dept.
Belmont Pilot Plant
4100 Ford Road

2.3.20 Philadelphia Water Dept.
Bureau of Lab Services
1500 East Hunting Park Avenue

2.3.21 Philadelphia Water Dept.
NEWPCP
3895 - 3899 Richmond Street.

2.3.22 Philadelphia Water Dept.
Queen Lane Water Treatment
3545 Fox St.

2.3.23 Philadelphia Water Dept.
SEWPCP
25 E. Pattison Avenue

2.3.24 Philadelphia Water Dept.
SWWPCP
8200 Enterprise Avenue

2.3.25 Philadelphia NE Water Pollution Control
3895 Richmond Street

2.3.26 Philadelphia Water Dept
Industrial Waste Unit
9001 State Rd.

2.3.27 Philadelphia Water Dept.
Torresdale Pumping Station
8601 State Rd.

2.3.28 Ambulatory Health Service
500 South Broad Street - 1st Floor
Philadelphia, PA 19146

2.4 Successful bidder(s) must conform to any Federal, State or Local laws/regulations if such laws/regulations become effective during the life of this contract. Gloves shall be available in sizes small, medium, large, X-large, XX-large, XXX large.

2.5 **Exception to Specifications**

The items specified in Section 5 represent materials that have been approved for use by the City. Specified features such as size, packaging, and material have been selected because they have proven to be most efficient in emergency field operations. Deviations from performance specifications must be identified by the bidders with their bid.

2.6 **Samples**

All samples shall be provided at no cost or obligation to the City. All bidders must submit a complete set of samples that meet all requirements of 7-F-1:15 for Accelerator Free Nitrile Emergency Medical Gloves.

**Samples that fail to meet the referenced Specification will not be considered for award.**

Each sample shall be tagged with bid number and item number (per Para. 1.11) in such a way as not to obstruct package labeling.

2.7 **ADDITIONAL QUALIFICATIONS**

2.7.1 Successful bidders(s) must conform to any Federal, State or Local laws/regulations if such laws/regulations become effective during the life of this contract.

2.7.2 Gloves shall be available from size small to size 3XLarge, dependant on the model. See Procurement Department (attached) specifications.

2.7.3 Bidder shall possess the necessary resources to implement the service and provide the necessary support and customer service functions.

2.7.4 Bidder must have a currently operating inventory/stock facility to provide for five (5) working days delivery of orders placed before 2pm EST with a 95% fill rate.

2.7.5 Bidders must have sufficient customer support staff for a contract of this size and scope to respond to inquiries and resolve problems quickly.

2.7.6 Although the bid requires delivery within five (5) working days, on occasion emergencies may arise that will require expedited handling. Bidders must have the ability to respond to emergency request for items within 48 hours for orders placed before 5pm EST.

2.7.7 Bidder shall send two persons from the Philadelphia Fire Department, EMS Apparatus and Equipment Office, to Bidder's warehouse for inspection of site once per year for duration of the contract. All travel and lodging cost shall be paid by successful Bidder.

## 2.8 NOTIFICATION

Supplier shall notify the City with copy to the 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. Any and all recalls of the product.

E. If as a result of mal-performance or failure, the product, or any parts or components of the product is redesigned to eliminate said mal-performance or failure.

## 2.9 PACKAGING

A. All items specified as “case only” will be delivered in the manufactures’ original packaging in case quantities, if ordered by the case.

B. All items specified as “Bulk only” shall be delivered in manufacturers’ 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 the receiving agency/department. 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 XL Nitrile Gloves) shall boldly be marked on the outside of each pallet. An order number will appear on the shipping label and any other information the City request.

D. All “Drop Shipment” shall comply with these packaging specifications. Purchase order number shall be clearly marked on all shipping labels.

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

## 2.10 PRICING

2.10.1 In Section 5, "Pricing" the bidder will state the unit price and the extended amount (unit price x quantity listed) for the item listed.

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

2.10.3 The price quoted shall be based on delivery to any and all points within the limits of the City of Philadelphia (unless otherwise specified).

2.10.4 All costs associated with deliveries are the responsibility of the vendor.

Prices shall be firm for the **initial term** of the contract. If subsequent renewal terms are exercised by the city, the vendor may increase prices as per paragraph 4.3 "Price Increase or Decrease."

## 2.11 THIRD PARTY TESTING

2.11.1 Bidder must submit, at no cost to the City, Third Party Testing for all gloves that are submitted with this bid. Bidder must also submit, at no cost to the City, Third Party Testing during the life of the contract at the City's request. All Third Party Testing results shall be submitted with this Invitation and Bid.

2.11.2 **Independent Third Party Test Laboratory –** Third Party is identified as a nationally recognized test laboratory (NRTL) independent of the factory, importer, private labeler, or distributor, and having no interest, partnership, funding from or to, or located on the premises of and must be ISO 17025 third party accredited and have the appropriate scope of accreditation for the test being performed.

2.11.3 NRTL must have the scope of accreditation to test for the following:

a. ASTM D3578 – Standard Specification for Rubber Examination Gloves
b. ASTM D6319 – Standard Specification for Nitrile Examination Gloves for Medical Application
c. NFPA 2013 or latest Edition Certified – Standard on Protection for Emergency Medical Operations

d. Chemical Exclusions
   i. ASTM International Lab Listed
   ii. American Laboratory Accreditation A2LA
   iii. International Union of Pure Analytical Chemists IUPAC-EU/ISO
   iv. IEST-RP-CC005.2 EPA Methodology

**DELIVERY:**
**BIDDER TO COMPLETE SECTION 5, "TYPE OF TRANSPORT**

## 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 To be eligible for award, bidder must state a unit price and extended amount for the item in Section 5. Bidder must provide emergency disaster relief per Section 1.11.

The bid shall be awarded to the lowest responsive, responsible bidder meeting the specifications and bid requirements for the item.

3.2.2 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.

3.2.3 **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.

3.2.4 **PERFORMANCE SECURITY**

In this bid, Performance Security in the amount of $25.00 is required as outlined in paragraph 13 of "SS&E Terms and Conditions of Bidding and Contract".

All awards as a result of this Invitation and Bid will have a minimum contract amount of $32,000.01.

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

3.2.5 **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.

3.2.6 **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.

## 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**

The City reserves the right to add, delete, or change locations and/or acquire products/services that the successful bidder can supply that are similar to, but not specifically called for in this bid. The procedure for any such changes shall be as follows:

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

4.1.5 **MATERIALS TESTING:**

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

4.2 **VENDOR RESPONSIBILITY:**

4.2.1 Contractor may 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.

4.2.5 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 **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 ☐

4.2.9 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.

4.2.10 **Invoices/Receipts:**

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

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

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

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

4.2.10.3.2 See also item 4.1.2 above.

4.2.11 **MINIMUM WAGE & BENEFITS AND PREVAILING WAGE.**
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. Please see Paragraph 29, "MINIMUM WAGE & BENEFITS AND PREVAILING WAGE." of the SS&E Terms and Conditions of Bidding and Contract.

4.3 **PRICE INCREASE OR DECREASE:**

Contractor shall provide Accelerator (Nitrile Free) Gloves at the prices set forth in Section 5 for period of Twelve months; thereafter, service may be renewed under the terms and conditions ofthis agreement at the sole option of the City on an annual basis for additional one (1) year period(s).

Contractor may increase any prices for subsequent renewal period(s) provided that; notice of price increases must be received, in writing, by the City at least 60 days prior to the expiration of each contract period and price increase letter shall be sent to the Buyer, Room 120 Municipal Services Building, 1401 JFK Blvd., Phila., PA 19102, referencing the Bid #, Contract #, period and showing item(s), descriptions and applicable pricing.

In no event shall the increased prices exceed contractor's published charges or non-educational state and local governments on the effective date of the adjustment, under similar terms and conditions.

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.

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

**SECTION 5: PRICING**

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

NOTE:
Unit Price(s) quoted below (Section 5: Pricing), will prevail in case of any discrepancy(ies) between Unit Price and "Amount" and will be the determining factor in establishing applicable contract amount(s)/award.

5.1 Glove, Accelerator (Nitrile Free), NFPA 2013 or Latest Edition Certified Acrylonitrile Butadiene Rubber

For infectious disease control

Per Procurement Dept. Spec. 7-F-1:15.

5.1.1 **31718-001-054**
12", 7 MIL
100 Gloves per box/10 boxes per case.

1800 CA $_____ $_____

**GRAND TOTAL** **$**_____

**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 SUCCESSFUL BIDDER'S TRUCK, UNITED PARCEL, U.S. POSTAL SERVICE ETC.).**

**TYPE OF TRANSPORT:**_____

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

# SAMPLE SUBMITTAL FORM
## To be submitted with samples for
## Invitation and Bid:T5Z61430

| **PROCUREMENT SAMPLE SUBMITTAL** | **SUBMIT TO:**<br>Materials Testing Laboratory<br>1500 E. Hunting Park Ave.<br>Philadelphia, PA 19124<br>(215) 685-1430 |
|---|---|

Vendor Name:_____ Bid Number:_____
Address:_____
Phone # :_____ Opening Date: _____
Contact Name:_____

Item Reference No. from Bid (Section5): _____

Manufacturers Brand and Number: _____

Remarks:

| **REQUEST FOR TEST** | TO:<br>**MATERIALS ENGINEERING LABORTORY**<br>1500 E. HUNTINGPARK AVE. PHILA., PA 19124<br>(215) 685-1430 | LAB NO. |
|---|---|---|
| SAMPLE NO. | MANUFACTURER | DATE |
| CONTRACT NO. OR JOB | LOCATION:<br>Procurement Department, Rm. 120 Municipal Service s Bldg. Phila, PA., 19102 | |
| DESCRIPTION OF SAMPLE | | |
| INTENDED USE | | |
| SPECIFICATION | | |
| ☐ MATERIALS NOW IN USE | ☒ MATERIAL SUBMITTED PRIOR TO USE | |
| REMARKS | | |
| SUBMITTING DEPT. AND UNIT<br>PROCUREMENT | PHONE NO.<br>(215) 686-4791 | ENGINEER OR INSPECTOR (Signature)<br>PRPI |

**CITY OF PHILADELPHIA**
**PROCUREMENT DEPARTMENT**
**STANDARDS DIVISION**

# ACCELERATOR FREE NITRILE EMERGENCY MEDICAL GLOVES

## TECHNICAL SPECIFICATIONS FOR NITRILE GLOVES

## 1. SCOPE

**1.1** Purchase of various accelerator free nitrile hi risk gloves for use primarily in medical applications city wide.

## 2. DEFINITION

**2.1** **ASTM –** American Society for Testing and Materials

**2.2** **Batch –** A quantity of gloves produced from a single, incoming shipment of incoming raw material – subset of a lot. Batch sizes must be traceable to production line, operators, packaging and the polymer coat process.

**2.3** **Batch Number –** A unique number assigned to all gloves produced from a single batch used in tracking materials through the production process and in tracing quality problems to their source**.**

**2.4** **Date of Manufacture –** A distinct and separate number that clearly identifies the date of manufacture – not the lot number – cannot be coded.

**2.5** **Lot –** A quantity of gloves produced in a given time period based on a formula or recipe.

**2.6** **Lot Number –** Unique number assigned to specific dates of production and utilized to trace quality problems to their source.

**2.7** **Manufacturer -** A factory that operates the production line and controls the quality of the end product.

**2.8** **Package –** The wrapping or enclosure directly containing the smallest number of gloves from which the user withdraws product for use, commonly referred to as a box.

**2.9** **Private Labeler -** The entity that procures product from a manufacturer and whose name appears on the product labeling.

**2.10** **Shall –** This term indicates a mandatory requirement.

**2.11** **Standard –** The established requirements of NFPA 1999–2013 edition, ASTM D3578 or other standards as referenced and set forth in this document.

**2.12** **Independent Third Party Test Laboratory –** Third Party is identified as a nationally recognized test laboratory (NRTL) independent of the factory, importer, private labeler,

or distributor, and having no interest, partnership, funding from or to, or located on the premises of and must be ISO 17025 third party accredited and have the appropriate scope of accreditation for the test being performed.

**2.13** **Will –** This term indicates a mandatory requirement.

## 3. CERTIFICATIONS & SPECIFICATIONS

**3.1** BIDDERS WILL MEET ALL CERTIFICATIONS AND SPECIFICATIONS CONTAINED IN THIS DOCUMENT. IF A BIDDER DOES NOT MEET A CERTIFICATION OR SPECIFICATION LISTED, THEY WILL BE DECLARED NON-RESPONSIVE. SEE ATTACHED SPECIFICATION WORKSHEET.

**3.2** NFPA 1999-2013

**3.3** ISO 9001-2008

**3.4** FDA 510K Registration

**3.5** **Packaging**

**3.5.1** Each box of 100 gloves, (of bid samples and on each post bid shipment) must be marked with a lot #, separate batch #, separate un-coded date of manufacture, model # and design, and glove size in package. No labels or stickers will be accepted.

**3.5.2** Each box will have printed legibly the shelf life warranty and recommended storage conditions in accordance with NFPA 1999-2013 requirements.

**3.5.3** All gloves (of bid samples and on each post bid shipment) must be in the original manufacturer's packaging. This packaging must not be tampered with. No area should be cut out or covered over by labels other than those put on by the manufacturer.

**3.6** **Shelf Life**

**3.6.1** The City will not accept any product that has a manufacturing date older than twenty-four (24) months from the date of manufacture.

## 4. DOCUMENTATION REQUIRED (All Technical Data Packages must include the following):

**4.1** ALL REQUIRED DOCUMENTATION MUST BE PROVIDED AT THE TIME OF BID SUBMISSION. THE OMISSION OF ANY REQUIRED DOCUMENTATION OR SAMPLES WILL RESULT IN THE BIDDER BEING DECLARED NON-RESPONSIVE.

**4.2** NFPA 1999-2013 Certification by Underwriters Laboratories or Safety Equipment Laboratories.

**4.3** ISO 9001-2008 Certification for both manufacturer and private labeler.

**4.4** FDA 510K Registration for manufacturer product submitted, including process and color.

**4.5** ASTM D3578 Independent 3rd Party Laboratory Test Report showing gloves meet the following criteria as listed below and in the Invitation and Bid document.

**4.5.1 Lot Control**

**4.5.1.1** Each test data must be for a lot < 900,000 gloves.
**4.5.1.2** Manufacturer lot and batch traceability key

**4.5.2 Chemical Exclusions**

**4.5.2.1** Chemicals tested less than below detectable levels for all chemicals referenced in Specification Worksheet.
**4.5.2.2** Manufacturer letter confirming gloves are NOT manufactured using a chlorinated process.
**4.5.2.3** Manufacturer flow chart outlining double polymer coating / non chlorination process.

**4.5.3 Physical Requirements**

**4.5.3.1** Data must clearly show that all physical and dimensions requirements, including tensile, elongation, length, thickness, box count and watertight AQL have been achieved.
**4.5.3.2** Data Sets Required to Verify Physical Requirements are Adhered to:

**4.5.3.2.1** 12” 7.0 Mil Hi Risk Nitrile – 1 Set

**4.6 Literature Sheets**

Bidders must submit literature sheets that declare minimum tolerances for thickness properties. Average thickness dimensions will not be allowed unless literature sheet declares +/- tolerances. If either minimum or average thickness is not declared, vendor will be deemed non-responsive and will be immediately disqualified. Literature sheets must not be altered.

**4.7** Factory invoices must be submitted for the same lots provided for test data in Section 4.5.3.2. Bidders must show that factory submitted was under UL audit during the invoice period to show adherence to NFPA regulations.

## 5. SAMPLES

**5.1** Bidder must submit for evaluation a minimum of 1 box of each size for each glove model considered for bid. All sample gloves must be submitted with all required documentation upon bid submission. Third Party testing must be submitted as per Invitation and Bid. Failure to submit samples will result in bidder being declared non-responsive.

## 6. EVALUATION

**6.1** Gloves submitted must meet the following criteria:

**6.1.1** Less than 5% breakage while routinely trying on the gloves.

**6.1.2** Gloves will be field tested to assure that the sizes conform to the needs of fire and various city department personnel.

**6.1.3** Gloves shall provide maximum sensitivity so that the user can perform such medical tasks as feeling a pulse, intubation, and picking up small objects in the course of treating a patient. Gloves shall provide a secure grip of smooth, hard objects that are handled by field providers during patient treatment.

**6.1.4** Gloves will provide non adherence properties when used in conjunction with veniguards, EKG electrodes and/or medical tape.

## 7. QUALITY ASSURANCE

**7.1** Testing as specified by this standard in section 4.5 shall be conducted on a pre-shipment lot to lot basis. Test data shall be supplied for each shipment of gloves received by the City, upon request for pre-shipment approval. This test data shall be used to verify that:

**7.1.1** All gloves received by the city are compliant with this standard

**7.1.2** The manufacturer or private labeler maintains NFPA 1999-2013 Edition Certification

**7.1.3** No gloves are received for non-certified manufacturer's or factories

**7.1.4** Gloves received are not "seconds" or otherwise substandard

## 8. WARRANTY

**8.1** All products are to be warranted against all defects in parts or workmanship. The vendor shall replace any and all products which are found to be defective or substandard.

**8.2** The City Procurement Department shall be notified immediately in the event of any of the following:

**8.2.1** Problems regarding Good Manufacturing Practices in the production of the product

**8.2.2** Any and all problems with compliance to this standard

**8.2.3** Any changes affecting the form, fit or function of the product

**8.2.4** Any and all recalls of the product.

**8.2.5** Any gloves in possession of the City identified by lot and/or batch number as recalled will be replaced at no cost to the City.

## 9. INDIVIDUAL ACCELERATOR FREE NITRILE GLOVE SPECIFICATIONS

### 9.1 12" 7.0 Mil Hi Risk Nitrile

- 100% Nitrile / Acrylonitrile Butadiene Rubber / White Color
- Glove Surface – Finger Tip Texture / RezTak No Stick Surface
- 12" Minimum Length +/- 5% (0.6")
- Minimum Thickness
  - 7.0 Mil / 4.7 Mil Palm / 3.3 Mil Cuff
- Sizes Available S – 3XL
- Palm Width
  - Small: 75mm – 90mm
  - Medium: 85mm – 100mm
  - Large: 95mm – 110mm
  - X-Large: 105mm – 120mm
  - 2X-Large: 115 – 130mm
  - 3X-Large: 120mm – 135mm
- Watertight AQL 0.65
- Tensile Before Aging 23 / After Aging 28
- Elongation Before Aging 650 / After Aging 700
- Process Properties:
  - Double Polymer Coated
  - Non-Chlorinated
  - Powder free
- Chemical Exclusions (Must not be used in the manufacturing process)
  - All Accelerators
  - Mercaptobenzothiazole (MBT)
  - Tetramethylthiuram disulfide (TMTD)
  - Butylhydroxyanisole (BHA)
  - Chlorine
  - Sulfur
  - Thiurams
  - Carbamates
  - Zinc
  - Zinc dibutylthiocarbamate (ZDBC)
  - Zinc diethylthiocarbamate (ZDEC)
- Lot Control < 900,000 gloves
- Batch Control < 40,000
- Sampling Plan ANSI / ASQ Z1.4-2008
- Packaging 100 Box / 10 Box Case

**CITY OF PHILADELPHIA**
**OFFICE OF ECONOMIC OPPORTUNITY**
**ANTIDISCRIMINATION POLICY- MINORITY, WOMAN AND DISABLED OWNED BUSINESS ENTERPRISES**
**INSTRUCTIONS AND FORM**
**(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").

For this Bid, the City has not established ranges for the participation of MBEs, WBEs and/or DSBEs (collectively, "M/W/DSBEs"), but bidder is encouraged to exercise Best and Good Faith Efforts to include M/W/DSBEs in this bid and in bidder's supply chain. "Best and Good Faith Efforts" are those efforts, the scope, intensity and appropriateness of which are designed and performed to achieve meaningful and commercially useful participation by M/W/DSBEs. An OEO Certification Registry of M/W/DSBEs 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, including the Pennsylvania Unified Certification Program, may apply to the OEO for listing in its OEO Certification Registry.

Bidder is also encouraged to identify below, any M/W/DSBEs that will be used by bidder if successful:

| Company Name | Address | Certification Status (MBE, WBE or DSBE) | Type of Work/Supply Effort |
|---|---|---|---|
| --- | --- | --- | --- |
| --- | --- | --- | --- |
| --- | --- | --- | --- |
| --- | --- | --- | --- |

## 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.

---

[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 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!**

## City of Philadelphia Annual Bid Security Program for Services, Supplies, and Equipment (SS&E) Bids
## Period of Coverage: July 1, 2015 – June 30, 2016

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

Dear Vendor:

The City of Philadelphia announces the City's Annual Bid Security Program for fiscal year 2016. The Annual Bid Security Program continues to have a reduced non-refundable fee of **$100.00** and covers the time period from July 1, 2015 to June 30, 2016. Coverage begins from the date of enrollment and payment until June 30, 2016. **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, 2015 to June 30, 2016**, 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 FY2016" 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 FY2016**
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 FY2016**".

☐**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.# _____

**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 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 response and it is in the best interest of the City to do so.

**2. BID SECURITY.**
In order to be eligible to bid, 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 prior to bid opening 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.

**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.

**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.***
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.

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

## EVALUATION AND AWARD

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

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

Any bid which is incomplete, obscure, conditional, or unbalanced, which contains additions not called for, or irregularities of any kind, including alterations or erasures, or which fails to conform in any respect to these Terms and Conditions of Bidding and Contract and the specifications and requirements included in the Invitation and Bid is non-responsive and shall be rejected, except where the Procurement Commissioner, in his/her sole discretion, determines that the non-responsiveness is not material 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 and until after all of the following conditions have been satisfied:

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

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 by Contractor which results in its making a guilty plea, a plea of nolo contendere, or conviction of a criminal offense by Contractor, its directors, employees, or agents or indictment or 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 or under other sections 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 Section, for which the City may exercise any of its rights hereunder.

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

**TAX MATTERS**

**21. TAX EXEMPTION.**
The City of Philadelphia is exempt from the payment of any federal excise or transportation taxes and any Pennsylvania sales tax. The price bid must be net, exclusive of taxes. 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 (Contractors are obligated to pay their subcontractors promptly after Contractor receives payment from the City) and Chapter 17-1800 (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, 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 Section 19 or otherwise available to the City at law or in equity.

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

**26. ETHICS REQUIREMENTS.**

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

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

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

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

**27. NORTHERN IRELAND, 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.* Contractor and its first tier subcontractor(s) shall notify each affected employee what wages are required to be paid. 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.

*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.

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

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

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

32. **Protected Health Information.**

(a) The City of Philadelphia is a "Covered Entity" as defined in the regulations issued pursuant to the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The City's business activities include both (1) functions which make the City a Covered Entity, and, therefore, subject to HIPAA, and (2) functions that are not subject to HIPAA. In accordance with 45 CFR §164.105(a)(2)(iii)(D), the City has designated certain departments and units of the City as health care components that must comply with HIPAA ("Covered Components"). The Covered Components of the City as of August 1, 2013 include: Ambulatory Health Services, a unit of the Philadelphia Department of Public Health ("PDPH"); the Office of Behavioral Health and Intellectual Disability Services; the Philadelphia Nursing Home (a unit of PDPH); the Benefits Administration Unit of the Office of Human Resources; Emergency Medical Services (a unit of the Philadelphia Fire Department); and the Philadelphia Public Health Laboratory (a unit of PDPH). This list is subject to change, and any department or unit of the City that the City in the future determines to be a Covered Component under HIPAA shall be deemed to be a Covered Component for purposes of this Paragraph 32.

(b) To the extent (1) this contract is awarded by the City for or on behalf of a Covered Component and/or requires the performance of services that will be delivered to or used by a Covered Component (whether or not the City department or unit through which the City entered the contract is a Covered Component), and (2) Contractor is a "Business Associate" of the City, as defined in 45 CFR §160.103, Contractor shall comply with the City's Terms and Conditions Relating to Protected Health Information ("City PHI Terms") posted on the City's website (at http://mbec.phila.gov/procurement/forms/Terms%20Relating%20To%20PHI.pdf). The City PHI Terms are hereby incorporated in this Paragraph 32 as if fully set forth herein.

# 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, amended or renewed, in whole or in part, except by a written amendment signed by the parties, the form of which may be "Renewal Letter" or an "Add-On Letter" as issued by the Procurement Department. 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 the bidder is 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 bidder 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)** |