BID OPENING DATE AND TIME

ON: FEBRUARY 9, 2011 AT: 10:30 A.M.

BID NO.	PAGE	INVITATION AND BID ADVERTISED	BIDDER MUST COMPLETE BELOW
S1Z57080	1 OF 71		BIDDER AGREES TO COMPLY WITH ALL CONDITIONS OF THIS BID. UNSIGNED BIDS WILL NOT BE ACCEPTED.

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

DEPARTMENT: VARIOUS
DIVISION: VARIOUS

AWARDED

DATE

FOR THE PROCUREMENT COMMISSIONER

BIDS MUST BE RETURNED TO

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

NAME AND ADDRESS OF FIRM

Federal EIN/Social Security Number

BUYER: D. ISAAC
S. JUSTICE

TITLE OF BID **EMERGENCY MEDICAL SUPPLIES AND EQUIPMENT**

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

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

Participation Ranges

M-BE:	**10%**	**to**	**15%**
W-BE:	**15%**	**to**	**25%**
DS-BE:	**BEST**		**EFFORTS**

Any and all questions about Executive Order 02-05 and bidder compliance should be directed to the Commerce Department Office of Economic Opportunity (OEO) office at (215) 686- 6232.

BID QUESTIONS

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

For City Use Only

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

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

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

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

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

MBE	10% -15%
WBE	15% -25%
DSBE	BEST EFFORTS

These ranges represent the percentage of MBE, WBE, DBE[1] and/or DSBE (collectively, "M/W/DSBE") participation that should be attained by M/W/DSBEs from business opportunities existing in the available market absent discrimination in the solicitation and selection of these businesses. These ranges are based upon an analysis of factors such as the size and scope of the contract and the availability of certified M/W/DSBEs to perform various elements of the contract. The submission of a Solicitation For Participation and Commitment Form and any supporting documentation (more fully discussed below) is an element of responsiveness to the Bid and failure to submit the required information will result in rejection of your bid.

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

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

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

A. M/W/DSBE PARTICIPATION

1. MBE, WBE, DBE and DSBE shall refer to certified businesses so recognized by the City of Philadelphia through its OEO. Only the work or supply effort of firms that are certified as M/W/DSBEs by an OEO approved certifying agency[2] at the time of bid opening will be eligible to receive credit towards the participation ranges. In order to be counted, certified firms must successfully complete and submit to the OEO an application to be included in the OEO Registry which is a list of registered M/W/DSBEs maintained by the OEO and available online at www.phila.gov/oeo/directory.

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

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

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

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

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

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

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

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

B. RESPONSIVENESS

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

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

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

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

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

• Provide reasons for not committing with any M/W/DSBEs that submitted a quote/subproposal, regardless of whether the quote/subproposal was solicited by Bidder.

• Provide list of all certifying directories used to solicit participation for this Bid.

• Provide any additional evidence pertinent to Bidder's conduct relating to this Bid including sufficient evidence which demonstrates to the OEO that Bidder has not engaged in discriminatory practices in the solicitation of and commitment with contract participants. In describing Bidder's efforts to achieve participation within the ranges, Bidder may submit any corroborating documentation (e.g., copies of advertisements for participation).

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

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

• Whether M/W/DSBEs were treated equally as other businesses in the solicitation and commitment process. For example, the OEO will investigate whether M/W/DSBEs are given the same information, access to the plans and requirements of the contract

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

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

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

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

C. RESPONSIBILITY

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

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

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

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

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

D. ACCESS TO INFORMATION

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

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

E. RECORDS AND REPORTS

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

F. REMEDIES

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

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

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

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

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

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

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

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

DEPARTMENT OF COMMERCE
OFFICE OF ECONOMIC OPPORTUNITY (OEO)

Bid Number: | *Name of Bidder:* | *Bid Opening Date:*

List below ALL MBE/WBE/DBE/DSBEs that were solicited regardless of whether a commitment resulted therefrom. - Photocopy this form as necessary.

☐ MBE ☐ WBE ☐ DSBE ☐ M-DBE ☐ W-DBE	Work or Supply Effort to be Performed	Date Solicited		Commitment Made		Give Reason(s) If No Commitment
Company Name		By Phone	By Mail	Yes (If Yes, give date)	NO	
Address						
Contact Person		Quote Received		Amount Committed To		
Telephone Number / Fax Number		YES	NO	Dollar Amount $		
Email Address				Percent of Total Bid %		
OEO REGISTRY # / CERTIFYING AGENCY						

☐ MBE ☐ WBE ☐ DSBE ☐ M-DBE ☐ W-DBE	Work or Supply Effort to be Performed	Date Solicited		Commitment Made		Give Reason(s) If No Commitment
Company Name		By Phone	By Mail	Yes (If Yes, give date)	NO	
Address						
Contact Person		Quote Received		Amount Committed To		
Telephone Number / Fax Number		YES	NO	Dollar Amount $		
Email Address				Percent of Total Bid %		
OEO REGISTRY # / CERTIFYING AGENCY						

☐ MBE ☐ WBE ☐ DSBE ☐ M-DBE ☐ W-DBE	Work or Supply Effort to be Performed	Date Solicited		Commitment Made		Give Reason(s) If No Commitment
Company Name		By Phone	By Mail	Yes (If Yes, give date)	NO	
Address						
Contact Person		Quote Received		Amount Committed To		
Telephone Number / Fax Number		YES	NO	Dollar Amount $		
Email Address				Percent of Total Bid %		
OEO REGISTRY # / CERTIFYING AGENCY						

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

09/2010

SECTION 1: GENERAL BID SUBMISSION

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

1.2 **SCHEDULE NO: 150-02**

1.3 **CONTRACT TERM**: 03/01/2011 to 02/29/2012 ("Initial Term"), with an option to renew for up to three (3) additional one (1) year periods, ("the Renewal Term") exercisable, at the City's sole discretion, as of the expiration of the Initial Term or then 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(s) (the "Additional Performance Period"), if a decision has been made not to renew the contract for an entire year.

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

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

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

1.4 **CONTRACT TYPE: REQUIREMENTS**

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

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

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

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

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

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

1.7 **BID SECURITY**

1.7.1 For the purpose of this bid only. Paragraph 2 of the attached "Terms and Conditions of Bidding" is hereby deleted. Instead, bidders must submit with their bid a **Bid Bond** executed on the attached **City Bid Bond Form** in the amount of 10% of the bidder's bid.

1.8 **BID INFORMATION**:

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

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

1.9 **BID SUBMISSION**:

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

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

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

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

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

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

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

1.9.8 **BID PROCESSING FEE:**
For the purposes of this bid only, Paragraph 3 of the "Terms and Conditions of Bidding" is deleted. Instead, bidders must submit with their bid a non-refundable check or money order payable to the City of Philadelphia in the amount of $200.00 to cover the bid processing fee. Failure to submit the bid processing fee may result in disqualification from bidding.

1.9.9 When M-DBE, W-DBE or DS-DBE ranges are required on an Invitation and Bid, bidders are reminded that the submission of a **blank** "Minority Business Enterprise Council Solicitation and Commitment Form" will be deemed non-

responsive and ineligible for an award. Bidders are reminded to read carefully and entirely the "Bidder's Guidelines relating to Executive Order 2-05".

OR

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

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

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

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

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

Prime or subcontractor's LBE Certification Number_____

If applicable:

Subcontractor's Name_____

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

1.9.11 **BID QUESTIONS OR PROBLEMS**

In preparing the bid response, should any bidder need clarification on the bid requirements, identify a discrepancy in the specifications, determine that a specified product has been discontinued or an alternate procedure is advised, etc.; then the bidder is STRONGLY encouraged to bring these issues to the attention of the Procurement Department's Public Information Unit prior to the bid opening by calling (215) 686-4720 or 4721, or by faxing (215) 686-4716. **Questions, whether phoned or faxed, should be received no later than seven (7) calendar days prior to the scheduled opening date of the bid. The City reserves the right to only respond to those questions submitted prior to the stated deadline.** If it is in the City's best interest to do so, the bid MAY be amended to reflect the proposed changes/modifications. **Exceptions taken DO NOT obligate the City to change the specifications. The City of Philadelphia, Procurement Department will notify all bidders in writing, by addendum duly issued, of any interpretations/changes made to specifications or instructions. The City will not accept responsibility for oral instructions, suggestions or changes by any City agency.**

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

1.9.12 **CONTACT PERSON(S):**

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

Name:_____

Address:_____

City/State/ZC:_____

Telephone No.(_____)_____ Ext.:_____

Fax No.(_____)_____

E-mail address_____

State Company Web Site Address:_____

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

Name:_____

Address:_____

City/State/ZC:_____

Telephone No.(_____)_____ Ext.:_____

Fax No.(_____)_____

E-mail address_____

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

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

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

1.10 **BIDDER QUALIFICATION:**

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

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

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

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

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

1.10.5 Bidders must have customer support staff for a contract of this size and

scope to respond to inquiries and resolve problems quickly.

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

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

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

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

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

1.11 BUSINESS TO BUSINESS INTERNET SITE ORDERING REQUIREMENT

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

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

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

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

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

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

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

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

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

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

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

1.11.12 The Site shall allow for searches by contract items.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.11.37 Successful Bidder will provide the Philadelphia Fire Department only with three of any of the combination of the Panasonic "Toughbook-19" Mark V laptop, Blackberry "Playbook", or Apple "I-pad" with wireless internet access for field ordering for 100 locations. Devices will be the property of the Successful bidder. Successful bidder will provide no more than three devices per year due to damage, theft, and/or loss by PFD. Laptop will have Windows 7 Professional, Windows Office 2010, and antivirus/spyware/firewall software install at no cost to the City. Successful bidder is responsible for software and hardware upgrades. Successful bidder will provide suitable loaner in the event a laptop is not available for immediate replacement.

1.12 **DISASTER RESPONSE**

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

SECTION 1:

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

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

SECTION 2:

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

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

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

1.13 **B2B INTERNET ORDERING CAPABILITY**:

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

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

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

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

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

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

SECTION 2: GENERAL SPECIFICATIONS/REQUIREMENTS

2.1 **EMERGENCY MEDICAL SUPPLIES AND EQUIPMENT**

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

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

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

2.2 **General**

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

2.2.2 **Customer Support**
Successful bidder must assign an internal customer account team, dedicated to servicing the City of Philadelphia. The successful bidder is also encouraged to assign a sales representative to meet with The Philadelphia Fire

Department. A representative from the customer service account team shall respond to all inquiries, within a forty-eight (48) hour period.

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

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

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

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

2.2.7 **Latex Free**

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

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

2.3 REQUIREMENTS

2.3.1 **Common Use Items:**

2.3.1.1 This part consists of those Emergency Medical Supplies most commonly used and most frequently ordered by the City, specifically the Fire Department, EMS Division. These items are listed in Paragraph 5.1. Estimated quantities for the Initial Term of the Contract Period quantities previous years and projections.

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

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

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

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

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

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

2.4 Reports

2.4.1 The successful bidder must design any custom report that the City of Philadelphia requests. Reports shall be submitted to the Procurement Department, Materials and Supply Manager, Room 170, Municipal Services

Building, 1401 J.F.K Boulevard, Philadelphia, PA 19102-1685, unless otherwise directed.

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

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

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

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

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

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

2.6 DELIVERIES

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

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

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

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

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

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

2.7 PRICING

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

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

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

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

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

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

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

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

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

2.8 EXCEPTIONS TO REFERENCED SPECIFICATIONS

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

2.9 SAMPLES

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

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

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

2.10 NOTIFICATION

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

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

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

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

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

E. All recalls of a product.

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

2.11 **PACKAGING**

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

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

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

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

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

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

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

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

SECTION 3: BID EVALUATION AND AWARD

3.1 EVALUATION:

3.1.1 Bids will be evaluated by the Procurement Department.

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

3.1.3 Bids which are determined to be non-responsive for reasons of:

(i) improper bid security
(ii) improper bid execution
(iii) incompleteness
(iv) offering counter terms and conditions
(v) improper or incomplete execution of OEO documents (if applicable)

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

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

3.2 AWARD:

3.2.1 This Invitation and Bid shall be awarded as a whole to the lowest responsive and responsible bidder. Bidder must bid all items for Section 5.1 plus the bidder providing the highest discount with Estimated Expenditures for Section 5.2 will be eligible for award.

3.2.2 The Basis of Award shall be as follows:

1. Total of Common Use items = $ _____
2. Estimated Expenditures with catalog/B2B Site Discount factored in. = $ _____

3. Grand Total: $ _____

FOR EXAMPLE ONLY:

1. Common Use items: Total $ 200,000
2. $700,000 x 80% (catalog/B2B Site Discount + $ 560,000

3. Grand Total: $ 760,000

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

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

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

Unless the Procurement Commissioner determines not to grant a preference for the reasons stated in subsection b., of the LBE Regulation, an LBE, whose bid is otherwise responsive and responsible and who has submitted the information required above, shall be granted a five percent bid preference on

competitive bid(s) awards that are over $30,000.00 and awarded as a whole or by section.

3.2.6 If the total award amount exceeds $500,000, the Master Performance Security does not apply. Upon notification of award, the City will require the successful vendor to provide an individual Performance Bond in the amount of 100% of the contract award as specified in the Letter of Award. For any subsequent renewal periods, sections 1.3.1 and 1.3.2 shall apply.

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

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

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

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

- Insured must be in the same name and address as the Bidder
- The insurance carrier must be rated "A" or better by AM Best

- The certificate holder must be the City of Philadelphia, and specifically named as an additional insured on the certificate in the "Description of Operations section".
- Certificate must be signed by an authorized representative of the insurance company/carrier

All certificates are to be sent to the Office of Risk Management, One Parkway, 1515 Arch Street, 14th Floor, Philadelphia, PA 19102, Attn. Debbie Lawton or FAX to (215) 683-1705.

SECTION 4: CONTRACT MANAGEMENT

4.1 CITY OF PHILADELPHIA RESPONSIBILITY:

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

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

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

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

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

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

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

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

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

4.1.4 **ADD-ONS:**
The City reserves the right to add, delete and/or acquire products/services that the vendor can supply that are similar to, but not specifically called for in this bid. The procedure for such acquisitions shall be as follows: Procurement or the using department will obtain from the Vendor a letter (on his/her letterhead) verifying the items to be added. The letter shall include the complete description of the item, the location (if applicable), the bid number bid schedule number, the price to the City and the applicable contract period; and upon receipt and approval by the Procurement Department shall automatically become part of the contract. **The City, however, reserves the right to accept or reject the letter and to acquire the supplies or materials in the open market.**

4.1.5 **MATERIALS TESTING:**

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

4.2 **VENDOR RESPONSIBILITY:**

4.2.1 Contractor may deliver only products or equipment (as applicable) as authorized in the contract and only after receipt of a purchase order or other

authorized document from the Procurement Department. All orders must be in writing. Contractor shall not accept verbal delivery requests until after receipt of purchase order or other authorizing document from Procurement.

4.2.2 Contractor may deliver only products 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 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. In no event shall vendor deliver material if sufficient funds are not available on the purchase order unless authorized by the Procurement Department.

4.2.4 **DELIVERY:**
Unless otherwise specified in Section 2, noted by bidder in Section 5, and/or approved by the Using Agency, delivery of product and/or service will be made within 30 days from date requested by Using Agency. VENDOR NOTE: In Section 5, specify delivery if other than 30 days.

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

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

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

with a 95% fill rate.

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

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

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

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

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

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

Product bid contains recycled content? YES ☐ NO ☐

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

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

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

4.2.9 **Approval of Work:**
The cost of any faulty or inadequate workmanship or parts will not be paid for by the department and must be assumed by the Contractor. In addition, the Contractor is responsible for picking up any delivered material that is rejected for non-compliance to specifications. Any and all costs associated with the return is to be at the sole expense of the Contractor.

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

4.2.11 **Invoices/Receipts:**

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

4.2.11.2 Invoices should be sent in triplicate to each ordering department

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

4.2.11.2.2 See also item 4.1.2 above.

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

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

4.2.12 Payments to OEO Subcontractors

The below paragraph applies to all Invitation and Bids (I & B) containing OEO Participation Requirements:

The successful bidder shall, within five (5) business days after receipt of a payment from the City for work performed under the contract, deliver to its M/W/DSBE subcontractors the proportionate share of such payment for work performed (including the supply of materials) by its M/W/DSBE subcontractors.

In connection with payment of its M/W/DSBE subcontractors, the successful bidder agrees to provide proof of said payments upon any request by the City.

Failure to comply with the City's payment reporting process may be considered an Event of Default.

4.3 **PRICE INCREASE OR DECREASE:**

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

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

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

or

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

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

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

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

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

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

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

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

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

SECTION 5: PRICING

Bidder must submit pricing for all items identified in this bid for Section 5.1 and state discount in Section 5.2.

(PRICES QUOTED <u>MAY</u> <u>NOT</u> EXCEED THREE (3) DECIMAL PLACES)

NOTE:

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

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

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

CASE DELIVERIES ONLY

5.1.4 ET Tube, 7.0mm, cuffed clear, Murphy eye style, sterile tubes, pre-packed with Plastic covered Aluminum Stylet.
10 Box, 10 Box/Case
Rusch Flexiset #504570 for ref. **500** **CA** **$_____** **$_____**

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____
CASE DELIVERIES ONLY

5.1.5 ET Tube, 7.5mm, cuffed clear, Murphy eye style, sterile tubes, pre-packed with Plastic covered Aluminum Stylet.
10 Box, 10 Box/Case **500** **CA** **$_____** **$_____**
Rusch Flexiset #504575 for ref.

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____
CASE DELIVERIES ONLY

		Quantity	Unit of Measure	Unit Price	Total Amount
5.1.6	Laryngoscope Blade, Macintosh, #1, Fiber optic - 5mm Bundle, green code compliant, medical stainless steel. Rusch #4431100 for ref.	**24**	**EA**	**$_____**	**$_____**

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____

5.1.7 Laryngoscope Blade, Macintosh, #2, Fiber optic - 5mm Bundle,

	green code compliant, medical stainless steel. Rusch #4432200 for ref.	**24**	**EA**	**$_____**	**$_____**

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____

5.1.8	Laryngoscope Blade, Macintosh, #3, Fiber optic - 5mm Bundle, green code compliant, medical stainless steel. Rusch #4433300 for ref.	**24**	**EA**	**$_____**	**$_____**

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____

		Quantity	**Unit of Measure**	**Unit Price**	**Total Amount**
5.1.9	Laryngoscope Blade, Macintosh, #4, Fiber optic - 5mm Bundle, green code compliant, medical stainless steel. Rusch #4434400 for ref.	**24**	**EA**	**$_____**	**$_____**

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____

5.1.10 Laryngoscope Blade, Miller, #0,
Fiber optic - 5mm Bundle,

	green code compliant, medical stainless steel. Rusch #4450050 for ref.	**24**	**EA**	**$_____**	**$_____**
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____				
5.1.11	Laryngoscope Blade, Miller, #1, Fiber optic - 5mm Bundle, green code compliant, medical stainless steel. Rusch #4451100 for ref.	**24**	**EA**	**$_____**	**$_____**
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____				

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

	medical stainless steel. Rusch #4453300 for ref.	**24**	**EA**	**$_____**	**$_____**
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____				
5.1.14	Laryngoscope Blade, Miller, #4, Fiber optic - 5mm Bundle, green code compliant, medical stainless steel. Rusch #4454400 for ref.	**24**	**EA**	**$_____**	**$_____**
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____				

		Quantity	**Unit of Measure**	**Unit Price**	**Total Amount**
5.1.15	Laryngoscope Handle, “C” Cell, Fiber Optic, Chrome plated brass, green code compliant, Must conform with ASTM/ISO Standards. Rusch #441110 for ref.	**36**	**EA**	**$_____**	**$_____**
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____				
5.1.16	Laryngoscope Handle, Pedi “AA” Cell, Fiber Optic, green code compliant, Chrome plated brass Must conform with ASTM/ISO				

Standards.
Rusch #441220 for ref. **24** **EA** **$_____** **$_____**

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____

5.1.17 ET Tube Holder, Adult, with
Quick Set Screw, Bite Block and Velcro
Fastener, 100/Case
STI Medical # 500ETH for ref. **1500** **CA** **$_____** **$_____**

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____
CASE DELIVERIES ONLY

		Quantity	Unit of Measure	Unit Price	Total Amount
5.1.18	Regulator, Solid Chrome Plated Brass, with constant flow at rates of 0, .5, 1, 2, 4, 6, 8, 10, 12, 15, 20 or 25 LPM, 2 DISS High Flow Ports with check valves and Barbed Fitting Outlet LSP #270-220 for ref.	**80**	**EA**	**$_____**	**$_____**

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____

5.1.19 Bag Valve Mask, Adult,
Disposable Manual
Resuscitation Device with
Reservoir Bag, Adult Med Mask,
Handle, and 7' Oxygen Tubing.

12/Case **1800** **CA** **$**_____ **$**_____
AMBU SPUR #520 211 000 for ref.

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____
CASE DELIVERIES ONLY

5.1.20 Bag Valve Mask, Infant/Child, Disposable Manual Resuscitation Device, 450mL max. tidal volume. Reservoir Bag, NO POP-OFF VALVE Size Masks: 00-Neonate, 0-Infant, 1-Toddler, 7' Oxygen Line
12/Case **600** **CA** **$**_____ **$**_____
AMBU SPUR #530 214 000 for ref.

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____
CASE DELIVERIES ONLY

		Quantity	Unit of Measure	Unit Price	Total Amount
5.1.21	Nasal Cannula, Adult (50/case) 1 to 6 liters per minute oxygen delivery, soft, clear, LSP #33239 for ref.	**25,000**	**CA**	**$**_____	**$**_____

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____
CASE DELIVERIES ONLY
BULK PALLETIZED

5.1.22 Nasal Cannula, Pediatric, 1 to 6 liters per minute oxygen delivery, soft, clear (50/case)
LSP #33604 for ref. **1200** **CA** **$**_____ **$**_____

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____
CASE DELIVERIES ONLY

5.1.23	Nebulizer, Disposable, to deliver breathing treatment, single-patient use, complete with Tee, Mouthpiece, Reservoir, Oxygen delivery tubing, and Tail piece. 50/case Baxter Misty-Neb #002038 for ref.	**10,000**	**CA**	**$**_____	**$**_____

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____
CASE DELIVERIES ONLY
BULK PALLETIZED

		Quantity	**Unit of Measure**	**Unit Price**	**Total Amount**
5.1.24	Oropharyngeal Airway, Adult, Individually wrapped, 100mm, 50/Box Rusch Berman 121905 for ref.	**600**	**BX**	**$**_____	**$**_____

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____
BOX DELIVERIES ONLY

5.1.25	Oropharyngeal Airway, Adult, Individually wrapped, 90mm, 50/Box Rusch Berman 121904 for ref.	**600**	**BX**	**$**_____	**$**_____

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____
BOX DELIVERIES ONLY

		Quantity	Unit of Measure	Unit Price	Total Amount
5.1.26	Oropharyngeal Airway, Adult, Individually wrapped, 80mm, 50/Box Rusch Berman 121903 for ref.	**600**	**BX**	**$**_____	**$**_____

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____
BOX DELIVERIES ONLY

		Quantity	Unit of Measure	Unit Price	Total Amount
5.1.27	Oxygen Mask, Non-rebreather, Adult, Delivers oxygen concentration of 80%-100% 7 ft. tubing attached 50 / CASE LSP #64059, Hudson 1060 for ref.	**25,000**	**CA**	**$**_____	**$**_____

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____
CASE DELIVERIES ONLY

5.1.28	Oxygen Mask, Partial Non-rebreather, Pediatric, Delivers oxygen concentration of 80%-90%, 7 ft. tubing attached 50/CASE LSP #64090 for ref.	**2000**	**CA**	**$**_____	**$**_____

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____
CASE ONLY DELIVERIES

5.1.29 Suction Catheter, Rigid,
Smooth Suction Tip,with Control Vent.
"Yankauer Suction Tip"
50/Case
Kendall #50112 for ref. **2000** **CA** **$**_____ **$**_____

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____
CASE DELIVERIES ONLY

		Quantity	Unit of Measure	Unit Price	Total Amount
5.1.30	Suction Tubing Flexible plastic tubing, 9/32 (ID) x 6'. Kendall # 50245 for ref.	**600**	**EA**	**$**_____	**$**_____

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____

5.1.31 Suction Canister, Disposable,
1200 cc, 6" Dia. x 6.5" Tall
48/CASE **300** **CA** **$**_____ **$**_____
Bemis # 43241 for ref.

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____
CASE DELIVERIES ONLY

5.1.32 Adenocard, Adenosine
Pre-filled Syringe,
6mg in 2 mL
10/Pack, 5 Pack/Case **1000** **CA** **$_____** **$_____**
Fujisawa 0469-8234-12 for ref.

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____
CASE DELIVERIES ONLY

		Quantity	Unit of Measure	Unit Price	Total Amount
5.1.33	Albuterol inhalant solution 0.083% Albuterol Sulfate Inhalation Solution 50/Box, 12 Box/Case Dey 49502-0697-03 for ref.	**12,500**	**CA**	**$_____**	**$_____**

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____
CASE DELIVERIES ONLY

5.1.34	Aspirin, Chewable, Pediatric, 81mg, Orange flavored 36/Bt, 12 Bt/Cs Goldline #0182-1420-95 for ref.	**300**	**CA**	**$_____**	**$_____**

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____
CASE DELIVERIES ONLY.

		Quantity	Unit of Measure	Unit Price	Total Amount
5.1.35	Atropine Sulfate injection USP, 1mg in 10mL pre-filled syringe, LuerJet Syringe, 10/Bx, IMS #0548-3339-00 for ref.	**3000**	**BX**	**$_____**	**$_____**
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **BOX DELIVERIES ONLY.**				
5.1.36	Calcium Chloride injection USP, 1000mg in 10mL, pre-filled LuerJet Syringe, 10/Bx IMS #0548-3304-00 for ref.	**400**	**BX**	**$_____**	**$_____**
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **BOX DELIVERIES ONLY.**				
5.1.37	Dextrose Injection, 25%, USP, 2500mg in 10mL, pre-filled syringe, LuerJet Syringe, 10/Bx. IMS #0548-3315-00 for ref.	**800**	**BX**	**$_____**	**$_____**
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **BOX DELIVERIES ONLY.**				

		Quantity	Unit of Measure	Unit Price	Total Amount
5.1.38	Dextrose Injection, 50%, USP, 25G in 50mL, pre-filled syringe, LuerJet Syringe, 10/Bx, IMS # 0548-3301-00 for ref.	**6000**	**BX**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **BOX DELIVERIES ONLY.**				
5.1.39	Diphenhydramine injection USP, 50mg in 1mL, pre-filled syringe, 21G 1-1/2 Fixed Needle, 10/Box IMS #0548-1390-00 for ref.	**300**	**BX**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **BOX DELIVERIES ONLY.**				
5.1.40	Epinephrine 1:1,000 Injection USP, 30mg in 30mL, Flip Top Vial IMS #0548-9061-00 for ref.	**200**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____				
5.1.41	Epinephrine 1:10,000 Injection USP, 1mg in 10cc, Pre-filled LuerJet Syringe				

10 per Box IMS #0548-3316-00 for ref.	**4500**	**BX**	**$_____**	**$_____**

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____
BOX DELIVERIES ONLY.

		Quantity	Unit of Measure	Unit Price	Total Amount
5.1.42	Furosemide Injection USP, 40mg in 4mL, Pre-filled Syringe Ansyr (Luer Adapter) Syringe				
	10/Box, 5Bx/Cs Abbott 00074-9631-04 for ref.	**3000**	**CA**	**$_____**	**$_____**

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____
CASE DELIVERIES ONLY

5.1.43	Glucagon Injection USP, 1mg in 1mL, Vial with Syringe Kit 10/Pack, 10 Pack/Case. Lily 00002-8030-01 for ref.	**800**	**CA**	**$_____**	**$_____**

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____
CASE DELIVERIES ONLY

5.1.44 Lidocaine 2% Injection USP,
100mg in 10mL, Pre-filled Syringe,
Abbott Ansyr Syringe
10/Pack, 5Pk/Cs **2000** **CA** **$_____** **$_____**
00074-1323-05 for ref.

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____
CASE DELIVERIES ONLY

	Quantity	Unit of Measure	Unit Price	Total Amount

5.1.45 Midazolam (Versed) Injection USP,
5mg in 1mL, in a 2mL Carpuject Syringe
with Luer Adapter
5/Pk, 2Pk/Bx, 5Bx/Cs **200** **CA** **$_____** **$_____**
Hospira #0409-2307-60 for ref.

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____
CASE DELIVERIES ONLY

5.1.46 Morphine Sulfate Injection USP,
4mg in 1mL, in a 2mL Carpuject Syringe
with Luer Adapter
5/Pk, 2Pk/Bx, 5Bx/Cs **400** **CA** **$_____** **$_____**
Hospira #0409-1258-30 for ref.

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____
CASE DELIVERIES ONLY

5.1.47 Naloxone Injection USP,
2mg in 2ml, Pre-filled syringe

with 21G x 1-1/2" Needle
25/Cs **6000** **CA** **$_____** **$_____**
IMS 00548-1469-00 for ref.

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____
CASE DELIVERIES ONLY

		Quantity	Unit of Measure	Unit Price	Total Amount
5.1.48	Nitroglycerin Spray, 400mcg/Dose (Spray), 200 Metered Doses per Container 12/Pack, 10 Pack/Case First Horizon #59630-300-20 for ref.	**300**	**CA**	**$_____**	**$_____**

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____
CASE DELIVERIES ONLY

5.1.49	Sodium Bicarbonate, 7.5% Injection USP, .893mEq/mL, 50mL Pre-filled Syringe LuerJet Syringe 10/box IMS #0548-3302-00 for ref.	**1200**	**BX**	**$_____**	**$_____**

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____
BOX DELIVERIES ONLY.

5.1.50	0.9% Sodium Chloride Irrigation, USP, 500mL NOT FOR INJECTION, in plastic bottle with screw off cap 18/Case, Baxter #2F7123 for ref.	**360**	**CA**	**$_____**	**$_____**

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____
CASE DELIVERIES ONLY

		Quantity	Unit of Measure	Unit Price	Total Amount
5.1.51	0.9% Sodium Chloride Injection USP, 500mL Plastic IV Bag 36 Bags/Case, 50 Cases/Pallet Baxter Viaflex #2B1323 for ref.	**36,000**	**CA**	**$**_____	**$**_____

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____
CASE DELIVERIES ONLY

IMPORTANT NOTICE:

MUST BE PALLETIZED ON <u>ORIGINAL MANUFACTURER SKID</u>, WHEN ORDERED IN MULTIPLES OF 50 CASES DUE TO FRAGILITY OF PACKAGING MATERIALS (MAY NOT BE REPACKAGED)

5.1.52	Syrex 0.9% Sodium Chloride Injection, USP, 5mL, in a 6mL Flush Syringe, for IV flush only. 100/Box Excelsior Medical #63807-0100-50 for ref.	**20,000**	**BX**	**$**_____	**$**_____

STATE BRAND/NUMBER _____

STATE PACKAGEING: _____

BOX DELIVERIES ONLY

		Quantity	Unit of Measure	Unit Price	Total Amount
5.1.53	Dopamine HCL in 5% Dextrose, for Injection, 400mg in 250mL, 18/Case Baxter #2B0842 for ref.	**360**	**CA**	**$_____**	**$_____**

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____

DELIVERY IN CASE QUANTITIES ONLY

		Quantity	Unit of Measure	Unit Price	Total Amount
5.1.54	Alcohol Prep Pads (100/box), Contain 70% Isopropyl alcohol, Approx. 2" x 2" LARGE PADS 100 Pads/Box, 10 Boxes/Case. Dynarex #1106 for ref.	**120,000**	**CA**	**$_____**	**$_____**

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____

CASE DELIVERIES ONLY

		Quantity	Unit of Measure	Unit Price	Total Amount
5.1.55	Alcohol, Isopropyl, Bottle 70% volume. 16 oz. Unbreakable Plastic Bottle. 12 Bottles/Case. Medline #98003 for ref.	**1200**	**CA**	**$_____**	**$_____**

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____

CASE DELIVERIES ONLY

		Quantity	Unit of Measure	Unit Price	Total Amount
5.1.56	Strap, Backboard, 2 piece, Fluid Resistant, 5 foot, with speed clips and metal pushbutton buckle, yellow.	**300**	**EA**	**$_____**	**$_____**

Morrison Medical #1310XYL for ref.

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____

		Quantity	Unit of Measure	Unit Price	Total Amount
5.1.57	Band-Aids, 1" X 3", Sterile, 100/Box, 24 Box/Case, (2400/Case) Dynarex # 3602 for ref.	**48,000**	**CA**	**$**_____	**$**_____

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____
CASE DELIVERIES ONLY

5.1.58	Bandage, Triangular, Muslin, 40" x 40" x 56", individually wrapped, with 2 Safety Pins 12/Pk, 20Pk/Cs Dynarex #11202 for ref.	**120**	**CA**	**$**_____	**$**_____

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____
CASE DELIVERIES ONLY

5.1.59	SPHYGNOMANOMETERS, Adult Cuff, Latex Free Mabis #1410-11 for ref.	**300**	**EA**	**$**_____	**$**_____

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____

5.1.60 SPHYGNOMANOMETER, Large Adult Cuff,
Latex Free
Mabis # 1410-16 for ref. **200** **EA** **$_____** **$_____**

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____

	Quantity	Unit of Measure	Unit Price	Total Amount
5.1.61 Cold Packs, Extra-Large, Disposable, 6" x 8", 24/case GAM #21124 for ref.	**4800**	**CA**	**$_____**	**$_____**

STATE BRAND/NUMBER:_____

STATE PACKAGING: _____
CASE DELIVERIES ONLY

5.1.62 Gauze Pads, 4" x 4", 8 ply, Non-Sterile, 200/pack, 20 pack/case. Dynarex #3242 for ref.	**400,000**	**CA**	**$_____**	**$_____**

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____
CASE DELIVERIES ONLY

5.1.63 Glucose Paste, Plastic Tube, 15 GM, 400 Individual Tubes/Case Paddock #0574-0069-30 for ref.	**800**	**CA**	**$_____**	**$_____**

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____
CASE DELIVERIES ONLY

5.1.64 Hydrogen Peroxide, 16 oz., Unbreakable

	Plastic Bottle 12/Case Medline #98001 for ref.	**1200**	**CA**	**$_____**	**$_____**
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **CASE DELIVERIES ONLY**				

		Quantity	**Unit of Measure**	**Unit Price**	**Total Amount**
5.1.65	Multi-Trauma Dressing, Sterile Bulk Dressing, 12" x 30", Individually packed, 50/case EMP #3050 for ref.	**1000**	**CA**	**$_____**	**$_____**
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **CASE DELIVERIES ONLY**				
5.1.66	Obstetrical Kit, Disposable, in Soft Pack PACKED WITH <u>SCISSORS</u> FOR CUTTING UMBILICAL CORD – <u>NOT SCALPEL</u> GAM 40-01 (MODIFIED) for ref.	**300**	**EA**	**$_____**	**$_____**
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____				
5.1.67	Pad, Absorbent 5" X 9", Sterile, Individually Packed, 20/Box, 20 Box/Case Kendal #7196 for ref.	**8000**	**CA**	**$_____**	**$_____**
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **CASE DELIVERIES ONLY**				

		Quantity	Unit of Measure	Unit Price	Total Amount
5.1.68	Penlight, Disposable, with 2 sealed "AAA" batteries and Pupil Gauge on Side 6/Pack, 60 pack/case. EMP #32762 for ref.	**1440**	**CA**	**$**_____	**$**_____
	STATE BRAND/NUMBER:_____				
	STATE PACKAGING: _____ **CASE DELIVERIES ONLY**				
5.1.69	Gauze Roll, 4" x 5 Yard, 6 Ply, Krinkle Weave, Sterile, Individually Wrapped, 100/Case, Dynarex #3161 for ref.	**5000**	**CA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **CASE DELIVERIES ONLY**				
5.1.70	Stethoscope, Sprague-Rappaport Type, Dual Head. 22" Heavy Wall Tubing, Interchangeable Chest Piece Overall Length 32", with Accessory Pouch and Instructions, Blue, Mabis #414010 for ref.	**250**	**EA**	**$**_____	**$**_____

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____

		Quantity	Unit of Measure	Unit Price	Total Amount
5.1.71	Tape, Silk, Cloth, 1" x 10 Yards 12 Rolls/Box, 12 Boxes/Case, Kendall #7138 for ref.	**5000**	**CA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **CASE DELIVERIES ONLY**				
5.1.72	Tape, Silk, Cloth, 2" x 10 Yards 6 Rolls/Box, 12 Boxes/Case Kendall #7139 for ref.	**5000**	**CA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **CASE DELIVERIES ONLY**				
5.1.73	Trauma Utility Shears, Fully Hardened Stainless Steel, 7-1/4", Black, 300/Case EMP #139 for ref.	**600**	**CA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **CASE DELIVERIES ONLY**				
5.1.74	Strap, 9', Fluid Resistant Webbing,				

		Quantity	Unit of Measure	Unit Price	Total Amount
	with Metal Push Button Buckle, Orange, Morrison Medical # 1309XOR for ref.	**200**	**EA**	**$_____**	**$____**
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____				
5.1.75	Cervical Immobization Device, Water Resistant Cardboard, Stores Flat, Disposable, Adhesive Strips to Attach to Spine Board 50/Case Morrison Medical CID Headvise II (OLD STYLE=LARGER) #M1462 for ref.	**600**	**CA**	**$_____**	**$____**
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **CASE DELIVERIES ONLY**				
5.1.76	Flexible Stretcher, Fluid Resistant, Vinyl Coated Nylon Construction, 6 Handles, 3 Straps, Orange 78" x 28" OPEN, 58" x 6" CLOSED, Removable Wooden Slats, Reeves #101 for ref.	**40**	**EA**	**$_____**	**$____**
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____				
5.1.77	Splint, Malleable Plastic, 36" x 4-1/2", Waterproof , Orange and Blue, Rolled Radiolucent, Can be cut with Trauma Shears, 12/Case Seaburg Sam Splint #1121 for ref.	**600**	**CA**	**$_____**	**$____**
	STATE BRAND/NUMBER: _____				

STATE PACKAGING: _____
CASE DELIVERIES ONLY

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

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____
CASE DELIVERIES ONLY

5.1.79	Catheter, Safety, 20g x 1" needle, Intravascular over the needle catheter with Luer connector, Needle locks into Plastic Guard After use. Does **NOT** contain either "spring" **OR** "Metal Needle capping device", Single Bevel Needle, Non-Softening Catheter, Sterile, Individually Wrapped, 50/Box, 4 Boxes/Case, J & J Protect IV #203057 for ref.	**30,000**	**CA**	**$**_____	**$**_____

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____

CASE DELIVERIES ONLY

		Quantity	Unit of Measure	Unit Price	Total Amount
5.1.80	IV Administration Set, Macro - 10ddp/ml, 2 "Y" Sites: 1 Luer Slip Injection Site AND 1 Pre-Pierced "Blunt" Injection Site, Check Valve, 84" long, Luer Lock End, 50/Case Arrow Walrus # W21562 for ref.	**10,000**	**CA**	**$_____**	**$____**

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____
CASE DELIVERIES ONLY

5.1.81	IV Stabilizer, Waterproof Adhesive Foam with Transparent Polyurethane Breathable Membrane "Window", Adult Size, 100/Box, 5 Boxes/Case, ConMed Veni-gards #705-4431 for ref.	**50,000**	**CA**	**$_____**	**$____**

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____
CASE DELIVERIES ONLY

5.1.82	Lancets, Single Use, Sterile Tip, Push Button Activation with Automatic Spring Loaded Lancet Retraction after use, 50/Box, 80 Box/Case, Chronimed Haemolance #990350 for ref.	**3600**	**CA**	**$_____**	**$____**

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____
CASE DELIVERIES ONLY

		Quantity	Unit of Measure	Unit Price	Total Amount
5.1.83	Tourniquet, "Latex-Free", Adult, Non-sterile, Tourniquet are Connected with Perforations and rolled in a Dispenser Box of 25 Each, 25/Box, 20Box/Case BD-"Vacutainer Latex Free Tourniquet" #367203 for ref.	**1200**	**CA**	**$**_____	**$**_____

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____
CASE DELIVERIES ONLY

5.1.84	Alcohol Foam, Ethyl alcohol based hand scrub, 11 oz. canister, 24 Canisters/Case, Calgon Vestal Alcare #6399 for ref.	**1200**	**CA**	**$**_____	**$**_____

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____
CASE DELIVERIES ONLY

5.1.85	Sharps Container, 1 quart Red Hinged lid with lever opening device, Red, 8-3/4" x 2-1/2" x 4-1/2", 20/Case Kendall #8303SA for ref.	**600**	**CA**	**$**_____	**$**_____

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____

CASE DELIVERIES ONLY

		Quantity	Unit of Measure	Unit Price	Total Amount
5.1.86	Sharps Container, 8 gallon, 17-1/2" x 11" x 15-1/2", Red, 10/Case Sage #8980 for ref.	**100**	**CA**	**$_____**	**$_____**
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **CASE DELIVERIES ONLY**				
5.1.87	Surgical Mask with Face Shield, Splash Guard, Visor, 2" side extensions and ear loops, 25/Box, 4 Box/Case, Tecnol Fluidshield #47080 for ref.	**400**	**CA**	**$_____**	**$_____**
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **CASE DELIVERIES ONLY**				
5.1.88	Towel's, Disinfectant Tub dispenser, 8" x 14", 65 Wipes/Tub, 6 Tubs/Case PDI #86984 Super SaniCloth for ref	**2400**	**CA**	**$_____**	**$_____**
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **CASE DELIVERIES ONLY**				

		Quantity	Unit of Measure	Unit Price	Total Amount
5.1.89	Waste Bag, Infectious, Red, 30-33 Gallon, 16 mic thick, 31" x 41", DOT Marking for Hazardous Waste, 50/Pack, 5 Packs/Case, Medical Action Industries #44-05 for ref.	**2000**	**CA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **CASE DELIVERIES ONLY**				
5.1.90	Wash Basin, 6 Qt., Plastic, Rectangular, 50/Case, Medline #80306 for ref.	**800**	**CA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **CASE DELIVERIES ONLY**				
5.1.91	Immobilizer, Pediatric, Restrain Infants/children for Treatment, WITH CARRYING CASE, Padded Head Harness, LSP 484 for ref.	**50**	**EA**	**$**_____	**$**_____
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____ **DELIVERY: 2 WEEKS**				

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

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

		Unit of	Unit	Total

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

	Quantity	Unit of Measure	Unit Price	Total Amount

5.1.101 Blanket, Wool Blend (50/50), Heavy Weight,
needle loomed, 60" X 80"
12/Case
EMP #C3 for Ref. **200** **CA** **$**_____ **$**_____

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____
CASE ONLY DELIVERIES

5.1.102 Glucometer, Medisense Precision Extra,
Meter Only.
4/Case **100** **CA** **$**_____ **$**_____
Brand Specific: Medisense #98814

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____

5.1.103 Glucometer Test Strips, Precision
Extra Box of 50, 5 second testing. **500** **CA** **$**_____ **$**_____
50/Box, 12 Boxes/Case
Brand Specific: Medisense #99728

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____

	Quantity	**Unit of Measure**	**Unit Price**	**Total Amount**

5.1.104 Drug Storage Bin, 17-1/8" x 6-3/4" x 8-1/4", Red Stacking, fitted for removable dividers 6/Case
Health Care Logistics #HCL-1434 for Ref.

300 **CA** **$_____** **$_____**

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____

CASE ONLY DELIVERIES

5.1.105 Drug Storage Bin, 17-1/8" x 14-3/4" x 10-1/4", Red Stacking, fitted for removable dividers 3/Case
Health Care Logistics #HCL-1438 for Ref.

180 **CA** **$_____** **$_____**

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____

5.1.106 Strap, Immobilization, 2-piece, Fluid Impervious, for Stryker StairPro #6252, Black
Brand Specific: Morrison Medical #1300XBK

200 **EA** **$_____** **$_____**

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____

Quantity	Unit of Measure	Unit Price	Total Amount

5.1.107	Strap, for Ambulance Cot, 5', Looplock, with PFD Logo, Yellow Brand Specific: Biothane #QPR1200YE60F	**300**	**EA**	**$_____**	**$_____**
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____				
5.1.108	Strap, for Ambulance Cot Extension, 24", with PFD Logo Yellow to be used with Biothane #QPR1200YE60F (above) Brand Specific: Biothane #QEMS200YE24A	**150**	**EA**	**$_____**	**$_____**
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____				
5.1.109	Drug storage Bin, 4-3/4" x 3-7/16" x 2-13/16", Red, Stacking 24/Case Health Care Logistics #HCL-1400 for ref.	**240**	**CA**	**$_____**	**$_____**
	STATE BRAND/NUMBER: _____				
	STATE PACKAGING: _____				

	Quantity	**Unit of Measure**	**Unit Price**	**Total Amount**

5.1.110 Drug storage Bin, 10-1/4" x 4-3/8" x 4- ¾", Red, Stacking, fitted for Removable dividers 12/case Health Care Logistics #HCL-1410 for ref. **240** **CA** **$_____** **$_____**

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____

5.1.111 Drug storage Bin, 10-1/4" x 10" x 4- 3/4", Red, Stacking, fitted for Removable dividers 6/case Health Care Logistics #HCL-1412 for ref. **120** **CA** **$_____** **$_____**

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____

5.1.112 Drug Storage Bin, 10" x 6-9/16" x 6-3/4", Red, Stacking, fitted for removable dividers 6/Case Health Care Logistics #HCL-1413 for Ref. **120** **CA** **$_____** **$_____**

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____

		Quantity	Unit of Measure	Unit Price	Total Amount
5.1.113	Box, Tamper Resistant, Polypropylene,				

Translucent,non-tinted, drilled for
Tamper Resistant Seal, 7" x 4" x **100** **EA** **$_____** **$_____**
1½" O.D., 6-1/2" x 1-1/8" x 3-1/4" I.D.,
with 3 equal molded-in longitudinal dividers
Brand Specific: Health Care Logistics
#1602 (drilled)

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____

5.1.114 Intraosseous (IO), sealed, power driver,
with trigger guard, lithium battery,
battery indicator
Brand Specific: EZ-IO G3 Power Driver
#9040 **50** **EA** **$_____** **$_____**

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____

5.1.115 Intraosseous (IO), Needle Set, 15mm,
304-stainless steel
5/Box
Brand Specific: EZ-IO PD
#9018 **100** **BX** **$_____** **$_____**

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____

		Quantity	Unit of Measure	Unit Price	Total Amount
5.1.116	Intraosseous (IO), Needle Set, 25mm, 304-stainless steel 5/Box				

Brand Specific: EZ-IO AD
#9001 **1000** **BX** **$**_____ **$**_____

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____

5.1.117 Intraosseous (IO), Needle Set, 45mm,
304-stainless steel
5/Box
Brand Specific: EZ-IO LD
#9077 **500** **BX** **$**_____ **$**_____

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____

5.1.118 Face Mask, Clear Anatomical, CPAP
5/Box
Brand Specific: Mercury
Medical #10-57100 **500** **BX** **$**_____ **$**_____

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____
BOX ONLY DELIVERIES

		Quantity	Unit of Measure	Unit Price	Total Amount

5.1.119 Vent Circuit CPAP
6/Case
Brand Specific: Allied Healthcare

Products #800148 **500** **CA** **$**_____ **$**_____

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____
CASE ONLY DELIVERIES

5.1.120 ECG Electrodes, Single Patient use
2000/Case
Brand Specific: AMBU # SP-00-S/10
200 **CA** **$**_____ **$**_____

STATE BRAND/NUMBER: _____

STATE PACKAGING: _____

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

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

Discount from List _____%

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

Bidder to state how product(s), supplies and/or parts are to be delivered to the City of Philadelphia: (e,g). on- site delivery via awarded vendor's truck, united parcel, US Postal service etc.).

TYPE OF TRANSPORT: _____

ATTACHMENT A

CITY OF PHILADELPHIA

BID BOND

CITY OF PHILADELPHIA

BID BOND

FOR CITY OF PHILADELPHIA BID NUMBER: _____
(Please Fill In)

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

Sealed with our seals and dated the _____ day of _____two-thousand and eleven (2011).

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

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

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

CORPORATE SEAL: **PRINCIPAL OBLIGOR:**

_____ **(SEAL)**
President/Vice-President

_____ **(SEAL)**
Secretary/Treasurer

SURETY SEAL: **SURETY:**

_____ **(SEAL)**
Attorney-In-Fact

INSTRUCTIONS:

(1) ALL VENDORS MUST UTILIZE THIS BID BOND FORM WHEN SUBMITTING A BID TO THE CITY.

(2) IF PRINCIPAL OBLIGOR IS AN INDIVIDUAL OR PARTNERSHIP, BID BOND SHOULD BE SIGNED BY OWNER OR AUTHORIZED GENERAL PARTNER. PLEASE IDENTIFY ON THE BID BOND THE TYPE OF BUSINESS (E.G. INDIVIDUAL PROPRIETORSHIP OR PARTNERSHIP) AND TITLE OF PARTY EXECUTING THE BID BOND.

(3) BID BOND MUST BE EXECUTED BY A SURETY COMPANY DULY AUTHORIZED AND LICENSED TO ACT AS SURETY BY THE PENNSYLVANIA INSURANCE COMMISSIONER PURSUANT TO THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA.

Attention Bidder:

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

Exhibits
Drawings
Attached specifications
Attached documents

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

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

INSTRUCTIONS FOR GETTING PAID BY THE CITY OF PHILADELPHIA

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

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

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

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

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

BIDDERS GUIDELINES*

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

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

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

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

CITY OF PHILADELPHIA
PROCUREMENT DEPARTMENT
Public Information Unit

ATTENTION VENDORS

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

BID RESULTS REQUEST FORM

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

Date of Request:_____

Bid Number Requested: _____ Opening Date: _____

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

Telephone No.: _____ Fax No.: _____

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

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

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

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

COMPANY CHECK OR MONEY ORDER ONLY

Revised 09/08

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

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

Hugh Ortman
Procurement Commissioner

Master Bid Security Program for Service, Supplies and Equipment Bids
Period of Coverage: July 1, 2010 – June 30, 2012

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

Dear Vendor:

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

To file for coverage under the Bid Security Program, for the period **July 1, 2010 to June 30, 2012**, complete the enclosed application and return it with a check for **$175.00.** Make the check payable to "**City of Philadelphia**". It is **non-refundable.** To clarify the precise use of the check, enter the words "**Bid Security Program**" **2010–2012**on the face of the check.

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

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

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

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

Company Name: _____

Fed EIN/SSN: _____

Street Address _____

City, State, Zip: _____

Contact Person: _____

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

☐ A. Check payable to the City of Philadelphia in the amount of $175.00 for 7/1/10 to 6/30/12

DO NOT SEND CASH. NO PERSONAL CHECKS.

Internal Use Only

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

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

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

Rob Dubow
Director of Finance

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

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

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

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

Vendor Information Payment Reference Guide

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

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

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

Hugh Ortman
Procurement Commissioner

Dear Valued Vendor,

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

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

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

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

BID SUBMISSION

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

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

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

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

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

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

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

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

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

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

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

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

EVALUATION AND AWARD

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

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

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

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

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

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

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

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

CONTRACT EXECUTION AND CONFORMANCE

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

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

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

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

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

e. Execution of the Contract by the Procurement Commissioner.

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

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

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

(a) WORKERS COMPENSATION AND EMPLOYERS LIABILITY

(1) Workers' Compensation – Statutory limits

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

(3) Other states insurance including Pennsylvania

(b) GENERAL LIABILITY INSURANCE

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

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

(c) AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TAX MATTERS

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

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

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

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

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

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

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

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

GENERAL INFORMATION

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

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

25. NONDISCRIMINATION.

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

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

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

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

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

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

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

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

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

c. Bidder agrees to cooperate with the City's Director of Finance in any manner which the said Director deems reasonable and necessary to carry out the Director's responsibilities under Section 17-104 of The Philadelphia Code. Bidder expressly understands and agrees that any false certification or representation in connection with this subparagraph (c) and/or any failure to comply with the provisions of this subparagraph (c) shall constitute a substantial breach of any Contract resulting from the Invitation and Bid entitling the City to all rights and remedies provided in this bid or otherwise available in law (including, but not limited to, Section 17-104 of the Philadelphia Code) or at equity. In addition, it is understood that false certification or representation is subject to prosecution under IS Pa.C.S. Section 4904.

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

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

29. PHILADELPHIA 21st CENTURY MINIMUM WAGE STANDARD. If Contractor is an Employer, as defined in Philadelphia Code Section 17-1302(5) and 17-1303, Contractor shall comply with the minimum compensation standards by providing to those employees an hourly wage, excluding benefits, at least 150 percent of the federal minimum wage, and health benefits to each full-time, non-temporary, non-seasonal covered Employee, as more fully set forth at Philadelphia Code Chapter 17-1300. By submission of its Bid, Contractor so acknowledges and certifies its compliance with Chapter 17-1300 and shall promptly provide to the City, at its request, all documents and information further verifying its compliance with the requirements of this Chapter. Furthermore, Contractor shall notify each affected employee what wages are required to be paid.

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

SIGNING OF BIDS

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

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

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

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

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

This _____day of_____20

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

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

This_____day of_____20

CORPORATE SEAL

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

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