# BID OPENING DATE AND TIME

**On: November 20, 2008** **AT: 10:30 A.M.**

| BID NO. S9Z54880 | PAGE 1 OF 29 | INVITATION AND BID ADVERTISED | BIDDER MUST COMPLETE BELOW<br>BIDDER AGREES TO COMPLY WITH ALL CONDITIONS OF THIS BID.<br>UNSIGNED BIDS WILL NOT BE ACCEPTED. |
|---|---|---|---|

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

| DEPARTMENT | DIVISION |
|---|---|
| Various | Various |

AWARDED

DATE

FOR THE PROCUREMENT COMMISSIONER

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

NAME AND ADDRESS OF FIRM

Federal EIN/Social Security Number

BUYER D. Isaac
J. Washington

TITLE OF BID **Gloves, Latex/Nitrile**

## GENERAL INFORMATION

This Invitation to Bid is issued under the Anti-Discrimination Policy described in the Mayor's Executive Order 02-05.

While there are no Participation Ranges projected for this Bid, bidders are prohibited from discriminating in their selection of subcontractors and are encouraged to solicit quotes from businesses on an equitable basis with other firms.

For informational purposes only, please describe any such commitments on a separate sheet and identify the subcontractor's name, MBEC Certification Number, and dollar amount/ percentage of work.

## BID QUESTIONS

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

## BID SECURITY

**When applicable, BIDDERS MUST SUBMIT BID SECURITY.**

## BID SIGNATURE

**BIDDERS MUST SIGN PAGE 8 OF THE "TERMS AND CONDITIONS".**

For City Use Only

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

**VOLUNTARY PARTICIPATION AND COMMITMENT FORM (BID)**
**Please list any MBEC Certified and SBA vendors that will participate in this bid, including the Primary Bidder.**

***Minority (MBE), Women (WBE), and Disabled (DSBE) Owned Business Enterprises[1]***

| | | | | | |
|---|---|---|---|---|---|
| **Bid Number** | | **Name of Bidder** | | | |
| **Primary Bidder** | **MBE ❑** | **WBE ❑** | **DSBE ❑** | **N/A ❑** | **SBA ❑** |
| **Federal Tax Identification #** | | | | | |
| **Amount Committed** | | **Type of Work or Materials** | | | |
| Dollar Amount | **$** | | | | |
| Percent of Total Bid | **%** | | | | |
| | | | | | |
| **Sub Contractor** | **MBE ❑** | **WBE ❑** | **DSBE ❑** | | |
| **Vendor Name** | | | | | |
| **Federal Tax Identification #** | | | | | |
| **Amount Committed** | | **Type of Work or Materials** | | | |
| Dollar Amount | **$** | | | | |
| Percent of Total Bid | **%** | | | | |
| | | | | | |
| **Sub Contractor** | **MBE ❑** | **WBE ❑** | **DS-DBE ❑** | | |
| **Vendor Name** | | | | | |
| **Federal Tax Identification #** | | | | | |
| **Amount Committed** | | **Type of Work or Materials** | | | |
| Dollar Amount | **$** | | | | |
| Percent of Total Bid | **%** | | | | |
| | | | | | |
| **Sub Contractor** | **MBE ❑** | **WBE ❑** | **DSBE ❑** | | |
| **Vendor Name** | | | | | |
| **Federal Tax Identification #** | | | | | |
| **Amount Committed** | | **Type of Work or Materials** | | | |
| Dollar Amount | **$** | | | | |
| Percent of Total Bid | **%** | | | | |

REVISED 4-2007

1 MBE/WBE/DSBES listed above **MUST** be certified by the MBEC prior to Bid Opening Date.

## SECTION 1: GENERAL BID SUBMISSION

1.1 **TITLE: Gloves, Latex/Nitrile**

1.2 **SCHEDULE NO: 65**

1.3 **CONTRACT TERM**: 03/01/2009 to 02/28/2010 ("Initial Term"), with an option to renew for up to Three (3) additional One (1) year periods, plus 7 months ("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 Gloves, Latex/Nitrile for the various City agencies and departments as specified herein during the contract period.

1.7 **BID SECURITY**

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

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

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

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

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

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

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

1.8 **BID INFORMATION**:

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

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

1.9 **BID SUBMISSION**:

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

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

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

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

1.9.5 Pricing shall 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.

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

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

1.9.8 When M-BE, W-BE or DS-BE ranges are required on an Invitation and Bid, bidders are reminded that the submission of a blank "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 02-05".

OR

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

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

1.9.9 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.**

1.9.10 **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.

1.9.11 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.

1.9.12 **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 submit samples for review, examination, and evaluation. All samples shall be provided at no cost or obligation, to the City. All bidders must submit one (1) box (package) of **each** size of glove. The box shall be the regular production packaging. This is to ensure that NFPA and the City of Philadelphia's Procurement Department Standards box labeling requirements are met.

Each sample should be tagged with bid number and item number.

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

1.9.14 Bidders are to submit, with their bid, the technical data package as per Procurement Department Specifications 7-G-1c:09 and 7-G-2c:09, attached.

1.10 **BIDDER QUALIFICATION:**

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

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

**SECTION 1:**

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

| | A. | B. | C |
|---|---|---|---|
| Firm Name: | _____ | _____ | _____ |
| Address: | _____ | _____ | _____ |
| Contact: | _____ | _____ | _____ |
| 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.**

1.11 **SAMPLES:**

If reference is made to Samples in this Invitation and Bid, bidder(s) must furnish said samples to the City of Philadelphia at no Obligation to the city. Samples must be submitted during the listed time frame: ten (10) business days prior to bid opening date through five (5) business days after bid opening date. Bidders must submit a complete set of samples that meet all requirements of 7-G-1c:09 or Latex Gloves and 7-G-2c:09 for Nitrile Gloves. Each sample shall be tagged with bid number and item number in such a way as not to obstruct package labeling.

All 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.

Any additional samples the Procurement Department Buyer may request for evaluation and approval by City agencies shall be supplied at NO ADDITIONAL COST TO THE CITY AND SHALL NOT be returned after evaluation.

If vendor fails to meet this requirement, bid may be disqualified and bidder may be ineligible for award. Each individual sample must be labeled with bidders' name and bidding address, contact person, bid number, date of bid opening, manufacturer's brand name and number and item reference number. Each individual sample must be accompanied by a 'SAMPLE SUBMITTAL FORM' attached to this Bid package. One form must be submitted for each sample submitted.

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

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

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

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

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

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

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

## 1.12 DISASTER RESPONSE

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

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

## SECTION 2: GENERAL ITEMS/SPECIFICATION REQUIREMENTS

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

2.2 General Requirements

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

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

2.3 **ANTICIPATED DELIVERY POINTS:**

2.3.1 AACO
1101 Market St., 9th Floor

2.3.2 Fire Warehouse
115 W. Luzerne Street

2.3.3 Medical Exam. Office
321 University Avenue

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

2.3.5 Prison Health Services
8001 State Road
(When Directed)
**All cartons must be marked "Prison Health Services"**

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

2.3.7 Police Warehouse
660 E. Erie Avenue

2.3.8 Philadelphia Capitol Program Office
Roderick Washington
One Parkway, 1515 Arch Street

2.3.9 Philadelphia Fairmount Park Commission
Building & Construction
Maint. Shop W. River & Montgomery Dr.

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

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

2.3.12 Philadelphia Managing Director's Office
1401 JFK Blvd., 9th Floor
Room 930

2.6.13 Philadelphia Prison System
8215 Torresdale Ave.

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

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

2.3.16 Philadelphia Water Dept

Baxter Pilot Plant
9001 State Road

2.3.17 Philadelphia Water Dept.
Belmont Pilot Plant
4100 Ford Road

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

2.3.19 Philadelphia Water Dept.
NEWPCP
3899 Richmond St.

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

2.3.21 Philadelphia Water Dept.
SEWPCP
25 E. Pattison

2.3.22 Philadelphia Water Dept.
SWWPCP
8200 Enterprise Avenue

2.3.23 Philadelphia NE Water Pollution Control
3895 Richmond Street

2.3.24 Philadelphia Water Dept
Industrial Waste Unit
9001 State Rd.

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

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

2.5 This Invitation and Bid lists acceptable brands and specifications for Latex and Nitrile Gloves. If you have a product that you feel meets these specifications and would like the product qualified for **FUTURE BIDS**, contact for Latex and Nitrile Gloves:

EMS Apparatus and Equipment Office, - Fire Department on (215) 683-1896 and Ed O'Neill, Medical Examiner's Office on (215) 685-7450. The contacts shall coordinate the testing procedures required. Samples will have to be submitted and final approval must come from these departments. Samples for testing must be provided at NO COST TO THE CITY OF PHILADELPHIA.

2.5.1 **Exception to Specifications**

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

2.6 **Samples**

All samples shall be provided at no cost or obligation to the City. All bidders must submit a complete set of samples that meet all requirements of 7-G-1c:09 or Latex Gloves and 7-G-2c:09 for Nitrile Gloves.

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

2.7 **ADDITIONAL QUALIFICATIONS**

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

2.7.2 Gloves shall be available from size small to size 3XLarge, dependant on the model. See specification worksheet under technical specifications.

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

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

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

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

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

## 2.8 NOTIFICATION

Supplier shall notify the city with copy to the Fire Department – EMS – Apparatus and Equipment Office of the following:

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

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

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

D. Any and all recalls of the product.

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

## 2.9 PACKAGING

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

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

C. All Boxes and pallets shall be clearly marked to show the breakdown of items for shipment. When shipping loose cases the total number of cases and an individual case number shall be boldly marked on the outside of every case (i.e. 1 through 18/ of 18 items). Incomplete shipments (those missing cases) will not be accepted by the receiving agency/ department. When shipping pallets the total number of pallets and a breakdown of each pallet by number of cases of each item, and an individual pallet number (i.e. Pallet 1 of 4/72 cases XL Nitrile Gloves) shall boldly be marked on the outside of each pallet. An order number will appear on the shipping label and any other information the City request.

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

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

## 2.10 PRICING

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

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

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

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

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

## 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 MBEC 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 To be eligible for award, bidder must state a unit price and extended amount for all items in Section 5. Bidder must quote on all items listed. Bidder must provide emergency disaster relief of all items in Section 1.12.

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

3.2.2 If the 5 % local bid preference is applicable, the total bid 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 the bid is awarded as a whole, the 5% local bid preference is applicable. If the bid is awarded by line item, the 5% local bid preference is not applicable.

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

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

Performance security shall be required for any subsequent renewal periods.

3.2.4 **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.

3.2.5 **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) All invoices shall clearly show Quantity and Unit of Issue breakdown for all items billed. (i.e. 50/Box, 10 box/Case – 200 Cases Shipped).

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

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

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

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

4.1.5 **MATERIALS TESTING:**

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

4.2 **VENDOR RESPONSIBILITY:**

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

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

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

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

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

4.2.5 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:**

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

4.2.10 **Invoices/Receipts:**

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

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

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

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

4.2.10.3.2 See also item 4.1.2 above.

4.3 **PRICE INCREASE OR DECREASE:**

Contractor shall provide Latex/Nitrile Gloves at the prices set forth in Section 5 for period of Twelve months; thereafter, service may be renewed under the terms and conditions of this agreement at the sole option of the City on an annual basis for additional one (1) year period(s). Contractor may increase any prices for subsequent renewal period(s) provided that; notice of price increases must be received, in writing, by the City at least 60 days prior to the expiration of each contract period and price increase letter shall be sent to the Buyer, Room 120 Municipal Services Building, 1401 JFK Blvd., Phila., PA 19102, referencing the Bid #, Contract #, period and showing item(s), descriptions and applicable pricing.

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

Failure to notify the City within this sixty (60) day time frame shall result in the following:

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

or

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

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

**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**

**PRICES SHALL REMAIN FIRM FOR THE LENGTH OF THE CONTRACT TO INCLUDE ANY RENEWAL PERIOD(S).**

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

**Glove sizes to be specified at the time the order is placed.**

| | | Quantity | Unit of Measure | Unit Price | Total Amount |
|---|---|---|---|---|---|
| 5.1 | Gloves, latex, NFPA 1999-2008 Certified<br>Double Polymer Coated / Non-Chlorinated<br>100% powder-free, Ambidextrous, Beaded cuff.<br><br>For infectious disease control.<br><br>Per Procurement Dept. Spec. 7-G-1c:09. | | | | |
| 5.1.1 | **31718-001-045**<br>Glove, hi-risk, latex 12",<br>12 Mil 50 per box/10 boxes per case<br>First line First Defense for ref. | 200 | CA | $_____ | $_____ |
| | **Acceptable Brand:** FirstLine First Defense | | | | |
| 5.1.2 | **31718-001-046**<br>Glove, hi-risk, latex 10", 12 Mil<br>50 per box/10 boxes per case | 200 | CA | $_____ | $_____ |
| | **Acceptable Brand:** FirstLine Virepel | | | | |
| 5.1.3 | **31718-001-047**<br>Glove, hi-risk, latex 10", 9 mil.<br>100 per box/10 boxes per case | 200 | CA | $_____ | $_____ |
| | **Acceptable Brand:** FirstLine Get A Grip for ref. | | | | |

| | Quantity | Unit of Measure | Unit Price | Total Amount |
|---|---|---|---|---|

5.2 Gloves, Nitrile, NFPA 1999-2008 Certified
Double Polymer Coated / Non-Chlorinated
100% powder-free, Ambidextrous, Beaded cuff.

.

For infectious disease control.

Per Procurement Dept. Spec. 7-G-2c:09.

5.2.1 **31718 001 048**
Glove, Hi Risk, nitrile, 12", 8.25 Mil
**50 Gloves per box/10 boxes per case.**

| | | | |
|---|---|---|---|
| 2000 | CA | $_____ | $_____ |

**Acceptable Brand:** FirstLine Intercept Elite

5.2.2 **31718 001 049**
Glove, Hi Risk, nitrile, 12", 7 Mil
**100 Gloves per box/10 boxes per case.**

| | | | |
|---|---|---|---|
| 2000 | CA | $_____ | $_____ |

**Acceptable Brand:** FirstLine Intercept

5.2.3 **31718 001 050**
Glove, Hi Risk, nitrile, 12", 5.1 Mil
**100 Gloves per box/10 boxes per case.**
for ref.

| | | | |
|---|---|---|---|
| 2000 | CA | $_____ | $_____ |

**Acceptable Brand:** FirstLine Flextreme

5.2.4 **31718 001 051**
Glove, Hi Risk, nitrile, 9.5", 7 Mil
**100 Gloves per box/10 boxes per case.**

| | | | |
|---|---|---|---|
| 2000 | CA | $_____ | $_____ |

**Acceptable Brand:** FirstLine Touch & Go.

| | | Quantity | Unit of Measure | Unit Price | Total Amount |
|---|---|---|---|---|---|
| 5.2.5 | **31718 001 052**<br>Glove, Hi Risk, nitrile, 9.5", 5.1 Mil<br>**100 Gloves per box/10 boxes per case.** | 2000 | CA | $_____ | $_____ |

**Acceptable Brand:** FirstLine All Hands.

**GRAND TOTAL** $_____

**TYPE OF TRANSPORT:**_____

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

No. 7-G-1c:09
Supersedes No. 7-G-1b:04
Effective Date: 1/1/09

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

**SPECIFICATION**

# LATEX EMERGENCY MEDICAL GLOVES

## TECHNICAL SPECIFICATIONS FOR LATEX GLOVES

### 1. SCOPE

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

### 2. DEFINITION

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

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

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

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

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

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

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

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

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

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

**2.11** **Standard –** The established requirements of NFPA 1999–2008 edition, ASTM D3578 or other standards as referenced and set forth in this document.

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

## 3. CERTIFICATIONS & SPECIFICATIONS

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

**3.2** NFPA 1999-2008

**3.3** ISO 9001-2000

**3.4** FDA 510K Registration

**3.5** **Packaging**

**3.5.1** Each box of 50 or 100 gloves, (of bid samples and on each post bid shipment) must be marked with a lot #, separate batch #, separate un-coded date of manufacture, model # and design, and glove size in package. No labels or stickers will be accepted.

**3.5.2** Each box will have printed legibly the shelf life warranty and recommended storage conditions in accordance with NFPA 1999-2008 requirements.

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

**3.6** **Shelf Life**

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

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

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

**4.2** NFPA 1999-2008 Certification by Underwriters Laboratories or Safety Equipment Laboratories.

**4.3** ISO 9001-2000 Certification for both manufacturer and private labeler.

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

**4.5** Independent 3rd Party Laboratory Test Report showing gloves meet the following criteria:

**4.5.1 Lot Control**

**4.5.1.1** Each test data must be for a lot < 1,000,000 gloves and > 500,000 gloves.

**4.5.2 Chemical Exclusions**

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

**4.5.3 Latex Protein & Powder Residue**

**4.5.3.1** Guthrie Institute, or other recognized institute, test data showing Modified Lowry ASTM D5712-95 has been performed with results <50 ug/g: Leap Assay test results showing Antigenic Protein Concentration did not exceed 40 ug/g of sample. (Minimum 2 samples.)

**4.5.3.2** Particle Measurement Technology, or other recognized institute, test data showing average powder residue levels detected with results <2.0 mg/dm2 powder level.

**4.5.4 Physical Requirements**

**4.5.4.1** Data must clearly show that all physical and dimensions requirements, including tensile, elongation, length, thickness, box count and watertight AQL have been achieved.

**4.5.4.2** Data Sets Required to Verify Physical Requirements are Adhered to:

**4.5.4.2.1** 12” 12 Mil Hi Risk Latex – 1 Set
**4.5.4.2.2** 10” 12 Mil Hi Risk Latex – 1 Set
**4.5.4.2.3** 10” 9 Mil Hi Risk Latex – 1 Set

**4.6 Literature Sheets**

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

**4.7** Factory invoices must be submitted for the same lots provided for test data in Section 4.5.4.2. Bidders must show that factory submitted was under UL audit during the invoice period to show adherence to NFPA regulations.

## 5. SAMPLES

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

## 6. EVALUATION

**6.1** Gloves submitted will be tested by a panel of EMS Captains and Protocol Committee members. The gloves must meet the following criteria:

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

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

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

## 7. QUALITY ASSURANCE

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

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

**7.1.2** The manufacturer or private labeler maintains NFPA 1999-2008 Edition Certification

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

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

## 8. WARRANTY

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

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

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

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

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

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

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

## 9. INDIVIDUAL LATEX GLOVE SPECIFICATIONS

### 9.1 12" 12 Mil Hi Risk Latex

- 100% Latex / Double Polymer Coated / NON Chlorinated / Natural Color
- Glove Surface - Full Texture
- 12" Minimum Length
- Minimum Thickness
  - 12 Mil / 9 Mil Palm / 6 Mil Cuff
- Sizes Available S – 3XL
- Palm Width +5 Tolerance
  - S – 82 / M – 92 / L – 105 / XL – 110 / 2XL – 115 / 3XL – 120
- Watertight AQL .65
- Tensile Before Aging 28 / After Aging 25
- Elongation Before Aging 850 / After Aging 850
- Chemical Exclusions (Must Test Below Detectable Levels)
  - Zinc dibutylthiocarbamate ( ZDBC)
  - Zinc diethylthiocarbamate (ZDEC)
- Chemical Exclusions (Must not be used in the manufacturing process)
  - Mercaptobenzothizaole (MRT)
  - Tetramethylthiuram disulfide (TMTD)
  - Butylhydroxyanisole (BHA)
  - Chlorine
- Lot Control < 600,000 gloves
- Batch Control < 40,000
- Sampling Plan ANSI / ASQ Z1.4-2003
- Packaging 50 Box / 10 Box Case

### 9.2 10" 12 Mil Hi Risk Latex

- 100% Latex / Double Polymer Coated / NON Chlorinated / Natural Color
- Glove Surface - Full Texture
- 10" Minimum Length
- Minimum Thickness
  - 12 Mil / 9 Mil Palm / 6 Mil Cuff
- Sizes Available S – 2XL
- Palm Width +5 Tolerance
  - S – 82 / M – 92 / L – 105 / XL – 110 / 2XL – 115
- Watertight AQL 1.0
- Tensile Before Aging 28 / After Aging 25
- Elongation Before Aging 850 / After Aging 850

- Chemical Exclusions (Must Test Below Detectable Levels)
  - Zinc dibutylthiocarbamate ( ZDBC)
  - Zinc diethylthiocarbamate (ZDEC)
- Chemical Exclusions (Must not be used in the manufacturing process)
  - Mercaptobenzothizaole (MRT)
  - Tetramethylthiuram disulfide (TMTD)
  - Butylhydroxyanisole (BHA)
  - Chlorine
- Lot Control < 600,000 gloves
- Batch Control < 40,000
- Sampling Plan ANSI / ASQ Z1.4-2003
- Packaging 50 Box / 10 Box Case

**9.3 10" 9 Mil Hi Risk Latex**

- 100% Latex / Double Polymer Coated / NON Chlorinated / Natural Color
- Glove Surface - Full Texture
- 10" Minimum Length
- Minimum Thickness
  - 9 Mil / 7 Mil Palm / 5 Mil Cuff
- Sizes Available S – 2XL
- Palm Width +5 Tolerance
  - S – 82 / M – 92 / L – 105 / XL – 110 / 2XL – 115
- Watertight AQL 1.0
- Tensile Before Aging 26 / After Aging 23
- Elongation Before Aging 800 / After Aging 750
- Chemical Exclusions (Must Test Below Detectable Levels)
  - Zinc dibutylthiocarbamate ( ZDBC)
  - Zinc diethylthiocarbamate (ZDEC)
- Chemical Exclusions (Must not be used in the manufacturing process)
  - Mercaptobenzothizaole (MRT)
  - Tetramethylthiuram disulfide (TMTD)
  - Butylhydroxyanisole (BHA)
  - Chlorine
- Lot Control < 900,000 gloves
- Batch Control < 40,000
- Sampling Plan ANSI / ASQ Z1.4-2003
- Packaging 100 Box / 10 Box Case

**No. 7-G-2c:09**
**Supercedes No.7-G-2c:04**
**Effective Date: 1/1/09**

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

**SPECIFICATION**

# NITRILE EMERGENCY MEDICAL GLOVES

## TECHNICAL SPECIFICATIONS FOR NITRILE GLOVES

## 1. SCOPE

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

## 2. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

**2.11** **Standard –** The established requirements of NFPA 1999–2008 edition, ASTM D6319 or other standards as referenced and set forth in this document.

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

## 3. CERTIFICATIONS & SPECIFICATIONS

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

**3.2** NFPA 1999-2008

**3.3** ISO 9001-2000

**3.4** FDA 510K Registration

**3.5** **Packaging**

**3.5.1** Each box of 50 or 100 gloves, (of bid samples and on each post bid shipment) must be marked with a lot #, separate batch #, separate un-coded date of manufacture, model # and design, and glove size in package. No labels or stickers will be accepted.

**3.5.2** Each box will have printed legibly the shelf life warranty and recommended storage conditions in accordance with NFPA 1999-2008 requirements.

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

**3.6** **Shelf Life**

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

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

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

**4.2** NFPA 1999-2008 Certification by Underwriters Laboratories or Safety Equipment Laboratories.

**4.3** ISO 9001-2000 Certification for both manufacturer and private labeler.

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

**4.5** Independent 3rd Party Laboratory Test Report showing gloves meet the following criteria:

**4.5.1 Lot Control**

**4.5.1.1** Each test data must be for a lot < 1,000,000 gloves and > 500,000 gloves.

**4.5.2 Chemical Exclusions**

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

**4.5.3 Physical Requirements**

**4.5.3.1** Data must clearly show that all physical and dimensions requirements, including tensile, elongation, length, thickness, box count and watertight AQL have been achieved.

**4.5.3.2** Data Sets Required to Verify Physical Requirements are Adhered to:

**4.5.3.2.1** 12" 8.25 Mil Hi Risk Nitrile – 1 Set
**4.5.3.2.2** 12" 7 Mil Hi Risk Nitrile – 1 Set
**4.5.3.2.3** 12" 5.1 Mil Hi Risk Nitrile – 1 Set
**4.5.3.2.4** 9.5" 7 Mil Hi Risk Nitrile – 1 Set
**4.5.3.2.5** 9.5" 5.1 Mil Hi Risk Nitrile – 1 Set

**4.6 Literature Sheets**

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

**4.7** Factory invoices must be submitted for the same lots provided for test data in Section 4.5.4.2. Bidders must show that factory submitted was under UL audit during the invoice period to show adherence to NFPA regulations.

## 5. SAMPLES

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

## 6. EVALUATION

**6.1** Gloves submitted will be tested by a panel of EMS Captains and Protocol Committee members. The gloves must meet the following criteria:

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

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

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

**6.1.4** Gloves must provide non adherence properties when used in conjunction with duct tape, veniguards, or EKG patches. No glove shall rip or need to be removed during testing.

## 7. QUALITY ASSURANCE

**7.1** Testing as specified by this standard in section 6.5 shall be conducted on a pre-shipment lot to lot basis. Test data shall be supplied for each shipment of gloves received by the City of Philadelphia, upon request for pre-shipment approval. This test data shall be used to verify that:

**7.1.1** All gloves received by the city are compliant with this standard
**7.1.2** The manufacturer or private labeler maintains NFPA 1999-2008 Edition Certification
**7.1.3** No gloves are received for non-certified manufacturer's or factories
**7.1.4** Gloves received are not "seconds" or otherwise substandard

## 8. WARRANTY

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

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

**8.2.1** Problems regarding Good Manufacturing Practices in the production of the product
**8.2.2** Any and all problems with compliance to this standard
**8.2.3** Any changes affecting the form, fit or function of the product
**8.2.4** Any and all recalls of the product.
**8.2.5** Any gloves in possession of the City of Philadelphia identified by lot and/or batch number as recalled will be replaced at no cost to the City.

## 9. INDIVIDUAL LATEX GLOVE SPECIFICATIONS

### 9.1 12" 8.25 Mil Hi Risk Nitrile

- 100% Nitrile / Double Polymer Coated / NON Chlorinated / Steel Blue Color
- Glove Surface – Finger Tip Texture / RezTak No Stick Surface
- 12" Minimum Length
- Minimum Thickness
  - 8.25 Mil / 6.5 Mil Palm / 5 Mil Cuff
- Sizes Available S – 3XL
- Palm Width +5 Tolerance
  - S – 82 / M – 92 / L – 105 / XL – 110 / 2XL – 118 / 3XL – 126
- Watertight AQL .65
- Tensile Before Aging 25 / After Aging 23
- Elongation Before Aging 650 / After Aging 600
- Chemical Exclusions (Must Test Below Detectable Levels)
  - Zinc dibutylthiocarbamate ( ZDBC)
  - Zinc diethylthiocarbamate (ZDEC)
- Chemical Exclusions (Must not be used in the manufacturing process)
  - Mercaptobenzothizaole (MRT)
  - Tetramethylthiuram disulfide (TMTD)
  - Butylhydroxyanisole (BHA)
  - Chlorine
- Lot Control < 1,000,000 gloves
- Batch Control < 40,000
- Sampling Plan ANSI / ASQ Z1.4-2003
- Packaging 50 Box / 10 Box Case

### 9.2 12" 7 Mil Hi Risk Nitrile

- 100% Nitrile / Double Polymer Coated / NON Chlorinated / Steel Blue Color
- Glove Surface - Finger Tip Texture / RezTak No Stick Surface
- 12" Minimum Length
- Minimum Thickness
  - 7 Mil / 5.5 Mil Palm / 4 Mil Cuff
- Sizes Available S – 3XL
- Palm Width +5 Tolerance
  - S – 82 / M – 92 / L – 105 / XL – 110 / 2XL – 118 / 3XL – 126
- Watertight AQL 1.0
- Tensile Before Aging 22 / After Aging 18
- Elongation Before Aging 650 / After Aging 600
- Chemical Exclusions (Must Test Below Detectable Levels)
  - Zinc dibutylthiocarbamate ( ZDBC)
  - Zinc diethylthiocarbamate (ZDEC)
- Chemical Exclusions (Must not be used in the manufacturing process)

    - Mercaptobenzothizaole (MRT)
    - Tetramethylthiuram disulfide (TMTD)
    - Butylhydroxyanisole (BHA)
    - Chlorine
- Lot Control < 1,000,000 gloves
- Batch Control < 40,000
- Sampling Plan ANSI / ASQ Z1.4-2003
- Packaging 100 Box / 10 Box Case

**9.3 12" 5.1 Mil Hi Risk Nitrile**

- 100% Nitrile / Double Polymer Coated / NON Chlorinated / Steel Blue Color
- Glove Surface – Finger Tip Texture FingerFlex Technology / RezTak No Stick Surface
- 12" Minimum Length
- Minimum Thickness
    - 5.1 Mil / 4.0 Mil Palm / 3.2 Mil Cuff
- Sizes Available S – 3XL
- Palm Width +5 Tolerance
    - S – 82 / M – 92 / L – 105 / XL – 110 / 2XL – 118 / 3XL – 126
- Watertight AQL 1.0
- Tensile Before Aging 22 / After Aging 18
- Elongation Before Aging 650 / After Aging 600
- Chemical Exclusions (Must Test Below Detectable Levels)
    - Zinc dibutylthiocarbamate ( ZDBC)
    - Zinc diethylthiocarbamate (ZDEC)
- Chemical Exclusions (Must not be used in the manufacturing process)
    - Mercaptobenzothizaole (MRT)
    - Tetramethylthiuram disulfide (TMTD)
    - Butylhydroxyanisole (BHA)
    - Chlorine
- Lot Control < 1,000,000 gloves
- Batch Control < 40,000
- Sampling Plan ANSI / ASQ Z1.4-2003
- Packaging 100 Box / 10 Box Case

**9.4 9.5" 7 Mil Hi Risk Nitrile**

- 100% Nitrile / Double Polymer Coated / NON Chlorinated / Steel Blue Color
- Glove Surface – Finger Tip Texture / RezTak No Stick Surface
- 9.5" Minimum Length
- Minimum Thickness
    - 7 Mil / 5.5 Mil Palm / 4 Mil Cuff
- Sizes Available S – 3XL
- Palm Width +5 Tolerance
    - S – 82 / M – 92 / L – 105 / XL – 110 / 2XL – 118 / 3XL – 126

- Watertight AQL 1.0
- Tensile Before Aging 22 / After Aging 18
- Elongation Before Aging 650 / After Aging 600
- Chemical Exclusions (Must Test Below Detectable Levels)
    - Zinc dibutylthiocarbamate ( ZDBC)
    - Zinc diethylthiocarbamate (ZDEC)
- Chemical Exclusions (Must not be used in the manufacturing process)
    - Mercaptobenzothizaole (MRT)
    - Tetramethylthiuram disulfide (TMTD)
    - Butylhydroxyanisole (BHA)
    - Chlorine
- Lot Control < 1,000,000 gloves
- Batch Control < 40,000
- Sampling Plan ANSI / ASQ Z1.4-2003
- Packaging 100 Box / 10 Box Case

**9.5 9.5" 5.1 Mil Hi Risk Nitrile**

- 100% Nitrile / Double Polymer Coated / NON Chlorinated / Steel Blue Color
- Glove Surface – Finger Tip Texture / RezTak No Stick Surface
- 9.5" Minimum Length
- Minimum Thickness
    - 5.1 Mil / 4.0 Mil Palm / 3.2 Mil Cuff
- Sizes Available S – 3XL
- Palm Width +5 Tolerance
    - S – 82 / M – 92 / L – 105 / XL – 110 / 2XL – 118 / 3XL – 126
- Watertight AQL 1.0
- Tensile Before Aging 18 / After Aging 16
- Elongation Before Aging 600 / After Aging 600
- Chemical Exclusions (Must Test Below Detectable Levels)
    - Zinc dibutylthiocarbamate ( ZDBC)
    - Zinc diethylthiocarbamate (ZDEC)
- Chemical Exclusions (Must not be used in the manufacturing process)
    - Mercaptobenzothizaole (MRT)
    - Tetramethylthiuram disulfide (TMTD)
    - Butylhydroxyanisole (BHA)
    - Chlorine
- Lot Control < 1,000,000 gloves
- Batch Control < 40,000
- Sampling Plan ANSI / ASQ Z1.4-2003
- Packaging 100 Box / 10 Box Case

Attention Bidder:

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

**Exhibits**
**Drawings**
**Attached specifications**
**Attached documents**

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

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

## INSTRUCTIONS FOR GETTING PAID BY THE CITY OF PHILADELPHIA

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

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

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

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

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

# BIDDERS GUIDELINES*

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

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

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

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

# CITY OF PHILADELPHIA
## PROCUREMENT DEPARTMENT
### Public Information Unit

## ATTENTION VENDORS

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

## BID RESULTS REQUEST FORM

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

Date of Request:_____

Bid Number Requested: _____ Opening Date: _____

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

Telephone No.: _____ Fax No.: _____

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

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

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

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

**COMPANY CHECK OR MONEY ORDER ONLY**

**Revised 09/08**

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

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

Hugh Ortman
Procurement Commissioner

**Master Bid Security Program for Service, Supplies and Equipment Bids**
**Period of Coverage: July 1, 2008 – June 30, 2010**

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

Dear Vendor:

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

To file for coverage under the Bid Security Program, for the period **July 1, 2008 to June 30, 2010**, complete the enclosed application and return it with a check for **$175.00.** Make the check payable to "**City of Philadelphia**". It is **non-refundable.** To clarify the precise use of the check, enter the words "**Bid Security Program**" **2008 – 2010** on the face of the check.

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

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

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

---

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

Company Name: _____

Fed EIN/SSN: _____

Street Address _____

City, State, Zip: _____

Contact Person: _____

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

☐ A. Check payable to the City of Philadelphia in the amount of $175.00 for 7/1/08 to 6/30/10

**DO NOT SEND CASH. NO PERSONAL CHECKS.**

***Internal Use Only***

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

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

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

Rob Dubow
Director of Finance

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

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

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

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

# Vendor Information Payment Reference Guide

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

## TERMS AND CONDITIONS OF BIDDING AND CONTRACT

### BID SUBMISSION

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

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

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

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

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

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

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

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

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

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

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

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

## EVALUATION AND AWARD

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

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

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

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

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

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

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

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

## CONTRACT EXECUTION AND CONFORMANCE

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

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

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

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

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

e. Execution of the Contract by the Procurement Commissioner.

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

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

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

(a) WORKERS COMPENSATION AND EMPLOYERS LIABILITY

(1) Workers' Compensation – Statutory limits

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

(3) Other states insurance including Pennsylvania

(b) GENERAL LIABILITY INSURANCE

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

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

(c) AUTOMOBILE LIABILITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## TAX MATTERS

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

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

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

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

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

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

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

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

## GENERAL INFORMATION

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

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

**25. NONDISCRIMINATION.**

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

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

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

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

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

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

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

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

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

c. Bidder agrees to cooperate with the City's Director of Finance in any manner which the said Director deems reasonable and necessary to carry out the Director's responsibilities under Section 17-104 of The Philadelphia Code. Bidder expressly understands and agrees that any false certification or representation in

connection with this subparagraph (c) and/or any failure to comply with the provisions of this subparagraph (c) shall constitute a substantial breach of any Contract resulting from the Invitation and Bid entitling the City to all rights and remedies provided in this bid or otherwise available in law (including, but not limited to, Section 17-104 of the Philadelphia Code) or at equity. In addition, it is understood that false certification or representation is subject to prosecution under IS Pa.C.S. Section 4904.

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

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

**29. PHILADELPHIA 21st CENTURY MINIMUM WAGE STANDARD.** If Contractor is an Employer, as defined at Philadelphia Code Section 17-1303, Contractor shall comply with the minimum compensation standards by providing its employees with an hourly wage, excluding benefits, at least 150 percent of the federal or state minimum wage, whichever is higher, as more fully set forth at Philadelphia Code Chapter 17-1300. The Contractor shall promptly provide to the City all documents and information verifying its compliance with the requirements of Section 17-1300. Furthermore, Contractor shall notify each affected employee what wages are required to be paid.

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

## TERMS AND CONDITIONS OF BIDDING AND CONTRACT

# SIGNING OF BIDS

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

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

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

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

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

**This _____day of_____20**

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

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

**This_____day of_____20**

**CORPORATE SEAL**

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

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

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

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

Hugh Ortman
Procurement Commissioner

Dear Valued Vendor,

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

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

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

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