



**CITY OF PHILADELPHIA**

**OFFICE OF INNOVATION AND TECHNOLOGY AND  
PROCUREMENT DEPARTMENT**

**RFP #S3Z5883P**

**REQUEST FOR PROPOSALS  
TO PROVIDE  
DESKTOP, APPLICATION, AND  
NETWORK SUPPORT SERVICES  
OCTOBER 5, 2012**

**Deadline for Receipt of Proposals: November 2, 2012 at 5 PM**

**Place of Submission: <https://secure.phila.gov/eContract/>**

**Pre-Proposal Meeting: October 22, 2012 at 10 AM (mandatory)**

**Deadline for Questions: October 24, 2012 at 5 PM**

**City of Philadelphia**  
**Office of Innovation and Technology and**  
**Procurement Department**

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**Network Support Services**  
**OCTOBER 5, 2012**

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# **1 General Information**

## **1.1 Background**

The City of Philadelphia ("City") is seeking proposals from interested firms for the provision of desktop, application and network support services for all agencies of the City. Respondents may propose to provide services in one or more of the following service areas (each a "Service Area" and collectively, "Service Areas"): Tier 2 desktide assistance to repair or replace malfunctioning hardware within standard configuration and related necessary software maintenance or restoration to render device operational ("Desktop Support Services"); telephone support for standard productivity software as well as the City's custom software applications ("Application Support"); and network support and maintenance services ("Network Support").

## **1.2 General Statement of Proposal Requirements**

The City of Philadelphia is soliciting proposals from experienced firms, with the intention of choosing the most qualified firm(s) offering the best proposal(s) in terms of approach to problem solving, price and overall expertise, for all aspects of desktop, application, and network support services throughout the City, working with the Office of Innovation and Technology (OIT) as the Contract Manger and the Procurement Department as the final arbiter of all contract issues.

## **1.3 Objectives**

To be eligible for award under this Request for Proposal (" RFP"), the successful Vendor must demonstrate that it can meet the following objectives.

- 1.3.1 For each Service Area proposed, provide, as a prime contractor, total responsibility for all requirements set forth in this RFP, assuming single source responsibility as the sole point of contact for all contractual matters.
- 1.3.2 Utilize qualified personnel and state of the art techniques to deliver timely and appropriate support services to address the end user computing environment.
- 1.3.3 Act in concert with the OIT Service Desk to provide the support services.
- 1.3.4 Demonstrate that the costs of the methodology are efficient and cost effective.

## **1.4 Qualifications of Proposers (Minimum)**

- 1.4.1 In order to participate in the procurement process and receive consideration for an award, the firm must have:

- Three (3) years experience in each Service Area proposed, in contracts of the same size and scope as that described herein
  - Firms proposing to provide Desktop Support Services must have depot facility(s) local to Philadelphia, Pennsylvania
- 1.4.2 Turnkey Responsibility. Any service provider responding to this RFP must submit a proposal as a prime contractor with total responsibility. The successful provider will assume single source responsibility and be the sole point of contact for all contractual matters.
- 1.4.3 This section establishes minimum qualification requirements only. Past experience in excess of the minimum requirements specified in this section will be considered in the selection of a provider for this project.
- 1.4.4 Financial capacity to perform the work proposed in accordance with the requirements of the RFP.

\ Detailed requirements for the services sought by this RFP are provided in Appendix A, *Detailed Project Requirements*.

## **1.5 Proposal Submission Date; Anticipated Procurement Schedule**

The date for submitting Proposals pursuant to this RFP (the “Submission Date”) is as provided below. Proposals must be submitted as provided in Section 3.1.5 *Proposal Submission Requirements*, by the time on the Submission Date indicated below.

<u>Date</u>	<u>Activity</u>
<b>OCTOBER 5, 2012</b>	Issue Request for Proposals
<b>OCTOBER 22, 2012 at 10 AM</b>	Mandatory Pre-Proposal Meeting Location: 1234 Market St. Suite 1850
<b>OCTOBER 24, 2012 at 5 PM</b>	Submit questions, requests for clarification, information to Primary Contact, in writing
<b>NOVEMBER 2, 2012 at 5 PM</b>	Submit Proposals
<b>NOVEMBER 26, 2012</b>	Notice of Intent to Contract
<b>JANUARY 1, 2013</b>	Project start

These dates are estimates only and the City reserves the right, in its sole discretion, to alter this schedule as it deems necessary or appropriate. This RFP will be made available to prospective Respondents by posting it on City's website at <https://secure.phila.gov/econtract/> ("eContract Philly"), as well as at <http://mbec.phila.gov/procurement> ("Procurement Website"). Notice of changes in the Pre-Proposal Meeting date/time or location, the due date/time for submission of Respondent questions, and the date/time for Proposal Submission will be posted on both eContract Philly and the Procurement Website. The other dates/times listed may be changed without notice to prospective Respondents.

Notwithstanding the posting of the RFP on the Procurement Website, Respondents must submit their response and application electronically on eContract Philly and in accordance with Section 3.1.5, *Proposal Submission Requirements*. Submissions will not be considered unless the Respondent has proceeded through the eContract Philly system. For more information, please consult the reference materials found on the website, e-mail [econtractphilly@phila.gov](mailto:econtractphilly@phila.gov) or call 215-686-4914. **Respondents who have failed to file complete applications through the eContract Philly online application process prior to the closing date and time will not be considered for the contract.** The City encourages Respondents to start and complete their online applications as early as possible.

## **1.6 City's Primary Contact**

The name, address, and contact information for the City's Primary Contact for this RFP are as follows:

Howell Herring, Deputy Director of IT  
Office of Innovation and Technology  
1234 Market St., Suite 1500  
Philadelphia, PA 19107  
E-mail address: [howell.herring@phila.gov](mailto:howell.herring@phila.gov)  
Phone #: (215) 686-8251  
Fax #: (215) 686-8143

All questions, requests for clarification, and requests for additional information regarding this RFP must be submitted in writing by the deadline set forth in Section 1.5. No oral response by any employee or agent of the City shall be binding on the City, or shall in any way constitute a commitment by the City. If a Respondent finds any inconsistency or ambiguity in the RFP, the Respondent is requested to notify the City.

## **1.7 Compliance with Chapter 17-1400 of The Philadelphia Code**

Under any contract resulting from this RFP, the successful Respondent shall be required to comply with the terms and conditions set forth in Appendix G, *Provisions Required by Chapter 17-1400 of the Philadelphia Code*, which shall be incorporated into the contract.

## **2 RFP Requirements and Conditions**

### **2.1 Fixed Price Proposal Required**

Cost proposals must be “fixed price” proposals. The proposed price must include all costs to the City for performance of the work required under this RFP. If a Respondent offers options and/or alternates that are not included in the fixed price for the proposed work, the Respondent must provide for each such option/alternate the following information:

- A detailed description of the option/alternate;
- A full explanation of the rationale for not incorporating the work in the base Proposal;
- Detailed cost information for each option/alternate, in accordance with the cost proposal requirements of the RFP.

The cost proposal must identify, by separate line item, each principal task and activity required to perform the work and each deliverable, together with the cost of each. The City reserves the right, in its sole discretion, to reject without evaluation any Proposal that does not identify each item of the work by line item, and any Proposal (including, but not limited to, proposals to perform the work on a “time and materials” or “cost-plus” basis) that does not provide a fixed price to perform the proposed work.

### **2.2 Responsiveness**

Proposals must satisfy all requirements set forth in this RFP. Any Proposal that does not adhere strictly to RFP requirements may, in the sole discretion of the City, be rejected, as not responsive to the RFP, without further consideration. Proposals will be evaluated, in part, according to whether the Respondent meets the qualifications described in this RFP and submits a Proposal complying with all RFP requirements. The City reserves the right, in its sole discretion, to determine whether any deviation(s) from or exception(s) to RFP requirements make the Proposal non-responsive or otherwise unacceptable such that the Proposal will be rejected without further consideration.

### **2.3 Disclaimer**

This RFP and the process it describes are proprietary to the City and are for the sole and exclusive benefit of the City. This RFP is not binding on the City. No other party, including any Respondent to this RFP or future Respondent to any RFP that may be issued by the City, is intended to be granted any rights hereunder. Proposals and other materials submitted in response to this RFP, whether written or verbal and including, without limitation, ideas of Proposers elicited in response to the RFP, shall become the sole and absolute property of the City upon submission or communication, and the City shall have title thereto and unrestricted use thereof. The City shall have the right to disclose the Proposals, materials and any ideas to any person or entity including, employees of the City, its consultants and contractors, and authorized agents, as required to carry out this RFP procurement. Any such Proposal, materials, and ideas may be publicly disclosed by the City or any authorized agent of the City, for any reason the City, in its sole discretion, deems appropriate, or pursuant to the Pennsylvania Right To Know Act or other applicable law. The Proposer acknowledges and agrees that the City and its authorized agents shall have the foregoing right of public disclosure notwithstanding any notice or statement by the

Proposer (whether made in the Proposal or otherwise) asserting the confidential or proprietary nature of the Proposal or of any materials submitted or ideas elicited in response to the RFP.

## **2.4 Publicity**

All publicity (including, but not limited to, news releases, news conferences, and commercial advertising) relating to this RFP and/or the services or products sought by this RFP and/or any contract awarded pursuant to this RFP shall require the prior written approval of the City's Chief Innovation Officer.

## **2.5 Respondents Restricted**

No Proposal 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. No Respondent may be the prime contractor or prime Respondent for more than one Proposal submitted pursuant to this RFP. Entities that are legally related to each other or to a common entity may not submit separate Proposals as prime contractors or prime Respondents. Any Proposal may be rejected that, in the City's sole judgment, does not comply with these conditions. Nothing contained in this RFP is intended to preclude a Proposal by a Respondent that proposes to perform the substantive work proposed through subcontractors.

## **2.6 Participation of Disadvantaged Business Enterprises**

Each Respondent is subject to the provisions of Mayoral Executive Orders 02-05 and 14-08 and is required to respond to the ranges specified in an appendix included with this RFP for participation by Minority Business Enterprises ("MBE"), Woman Business Enterprises ("WBE") and Disabled Business Enterprises ("DSBE") (collectively, "M/W/DSBE") as those terms are defined in Executive Orders 02-05 and 14-08. The City's Antidiscrimination Policy for City Contracts explains these requirements in more detail in Appendix F to this RFP. Respondents are required to complete and include in their proposals the "Solicitation for Participation and Commitment Form" which, together with instructions for completion of the form, is also included in the appendix.

## **2.7 Acceptance of the Terms and Conditions of This RFP**

All Proposals submitted are subject to the terms and conditions set forth in this RFP. The Respondent, by submitting its Proposal, expressly acknowledges and agrees to all terms, conditions and requirements contained in this RFP.

## **2.8 Proposal Submission, Evaluation and Selection**

### **2.8.1 General**

The City reserves the right, in its sole discretion, to reject all Proposals and reissue this RFP at any time prior to execution of a final contract; to require, in any RFP for similar products and/or services that may be issued subsequent to this RFP, terms and conditions that are substantially

different from the terms and conditions set forth in this RFP; and/or to cancel this RFP with or without issuing another RFP.

### **2.8.2 Rights and Options Reserved**

The City reserves and in its sole discretion may, but shall not be required to, exercise the following rights and options with respect to the Proposal submission, evaluation and selection process under this RFP:

- a) To reject any Proposals if, in the City's sole discretion, the Proposal is incomplete, the Proposal is not responsive to the requirements of this RFP (see "Detailed Project Requirements" in the RFP appendices), the Respondent does not meet the Qualifications set forth in the RFP, or it is otherwise in the City's best interest to do so;
- b) To supplement, amend, substitute or otherwise modify this RFP at any time prior to selection of one or more Respondents for negotiation and to cancel this RFP with or without issuing another RFP;
- c) To accept or reject any or all of the items in any Proposal and award the contract(s) in whole or in part if it is deemed in the City's best interest to do so;
- d) To reject the Proposal of any Respondent that, in the City's sole judgment, has been delinquent or unfaithful in the performance of any contract with the City or with others, is financially or technically incapable or is otherwise not a responsible Respondent;
- e) To reject as informal, non-responsive, or otherwise non-compliant with the requirements of this RFP any Proposal which, in the City's sole judgment, is incomplete, is not in conformity with applicable law, is conditioned in any way that is unacceptable to the City, deviates from this RFP and its requirements, contains erasures, ambiguities, or alterations, or Proposes or requires items of work not called for by this RFP;
- f) To waive any informality, defect, non-responsiveness and/or deviation from this RFP and its requirements that is not, in the City's sole judgment, material to the Proposal;
- g) To permit or reject at the City's sole discretion, amendments (including information inadvertently omitted), modifications, alterations and/or corrections of Proposals by some or all of the Respondents following Proposal submission;
- h) To request that some or all of the Respondents modify Proposals based upon the City's review and evaluation;
- i) To request additional or clarifying information or more detailed information from any Respondent at any time, before or after Proposal submission, including information inadvertently omitted by the Respondent;
- j) To inspect and otherwise investigate projects performed by the Respondent, whether or not referenced in the Proposal, with or without the consent of or notice to the Respondent;
- k) To conduct such investigations with respect to the financial, technical, and other qualifications of each Respondent as the City, in its sole discretion, deems necessary or appropriate; and
- l) To waive and/or amend any of the factors identified in the "Submittal Requirements" section and elsewhere in this RFP as pertaining to the Respondent's qualifications.

### **2.8.3 Contract Negotiation and Award**

The City reserves and in its sole discretion may, but shall not be required to, exercise the following rights and options with respect to the contract negotiation and award process resulting from this RFP:

The City reserves the right to enter into post-submission negotiations and discussions with any one or more Respondents regarding price, scope of services, and/or any other term of their Proposals, and such other contractual terms as the City may require, at any time prior to execution of a final contract. The City may, at its sole election, enter into simultaneous, competitive negotiations with multiple Respondents or negotiate with individual Respondents seriatim. Negotiations with Respondents may result in the enlargement or reduction of the scope of services, or changes in other terms that are material to the RFP and the submitted Proposals. In such event, the City shall not be obligated to inform other Respondents of the changes, or to permit them to revise their Proposals in light thereof, unless the City, in its sole discretion, determines that doing so is in the City's best interest.

The City reserves the right to award multiple contracts pursuant to this RFP. The City may make an award for one or more Service Areas without making an award for all Service Areas. The City may award separate contracts for each Service Area to two or more vendors, or may award a contract for two or more Service Areas to a single vendor, in any combination.

In the event negotiations with any Respondent(s) are not satisfactory to the City, the City reserves the right to discontinue such negotiations at any time; to enter into or continue negotiations with other Respondents; to enter into negotiations with firms that did not respond to this RFP and/or to solicit new proposals from firms that did not respond to this RFP, including but not limited to negotiations or proposals for services, if any, that are deleted by the City from the successful Proposal or the contract resulting from it. The City reserves the right not to enter into any contract with any Respondent, with or without re-issue of the RFP, if the City determines that such is in the City's best interest.

#### **2.8.4 Proposal Evaluation**

Proposals the City determines, in its sole discretion, are responsive to the RFP will be reviewed by a selection committee designated by the City. The City, in its sole discretion, may require any Respondent to make one or more presentations of its Proposal to the selection committee, in City offices, at no cost to the City, addressing its ability to satisfy the requirements of this RFP. The City shall not be required, however, to permit any Respondent to make such a demonstration.

Cost to the City is a material factor, but not the sole or necessarily the determining factor in Proposal evaluation. The City may, in its sole discretion, award a contract resulting from this RFP to a person or entity other than the responsible and qualified Respondent submitting the lowest price. The contract will be awarded to the Respondent whose Proposal the City determines, in its sole discretion, is the most advantageous to the City and in the City's best interest.

Proposal evaluation will include evaluation of the Respondent's qualifications, based on Section 3 of the Proposal and such other information and investigations as the City deems necessary and appropriate; and evaluation of the Respondent's technical solutions and Cost Proposal. The City, in its sole discretion, may, but shall not be required to, reject without further consideration the Proposal of any Respondent that has not demonstrated, in the City's sole judgment, that it satisfies the qualifications criteria provided in the "Submittal Requirements" section of this RFP. The City reserves the right, in its sole discretion and without notice to Respondents, to modify this evaluation procedure as it may deem to be in the City's interest.

Evaluation factors to be considered by the City include, but are not limited to, the following (no particular order of importance, weighting, or other priority is assigned to these factors or reflected by their order in the list):

- (1) Project understanding and soundness of proposed project methodology, including but not limited to the detail and accuracy of the proposed scope and statement of work and implementation plan;
- (2) The impact of the proposed solution on the operations of the using department, and the demonstrated ability of the solution to enhance operational efficiency and effectiveness;
- (3) The Respondent's financial and technical qualifications to perform the work required by the RFP, as presented in its Proposal and determined by any other investigations conducted or information obtained by the City;
- (4) References provided by the Respondent, particularly from projects of similar complexity and scope;
- (5) Commitment and ability to complete the project within the time frame specified in the Proposal;
- (6) The Cost Proposal;
- (7) Demonstrated ability to provide Services and Deliverables comparable to those requested in this RFP;
- (8) Demonstrated local responsiveness as illustrated by your local references.
- (9) Superior ability or capacity to meet particular requirements of contract and needs of City Department and those it serves;
- (10) Eligibility under Code provisions relating to campaign contributions;
- (11) Superior prior experience of Respondent and staff;
- (12) Superior quality, efficiency and fitness of proposed solution for City Department;
- (13) Superior skill and reputation, including timeliness and demonstrable results;
- (14) Special benefit to continuing services of incumbent, such as operational difficulties with transition or needs of population being served;
- (15) Benefit of promoting long-term competitive development and allocation of experience to new or small businesses, including those owned by minority or disabled persons or by women;
- (16) Administrative and operational efficiency, requiring less City oversight and administration;
- (17) Anticipated long-term effectiveness;
- (18) Meets qualification/prequalification requirements as set forth in this RFP;
- (19) Ability to deliver additional value above and beyond the City's specifications.
- (20) Demonstrated ability to recruit needed resources ; and
- (21) Any other factors the City considers relevant to the evaluation of the Proposal.

### **2.8.5 Site Inspections**

The City may, at its sole option, inspect the Respondent's work at one or more sites where the Respondent's or a proposed subcontractor's products are installed or services have been provided. If a list of such sites is not required elsewhere in this RFP or included in its Proposal, the Respondent will promptly provide such a list upon written request by the City.

## **2.8.6 Prime Contractor Responsibility**

All subcontractors will be subject to approval by the City. Prior to contract execution, the successful Respondent will be required to furnish the corporate or company name and the names of the officers and principals of all subcontractors. Notwithstanding any such approval by the City, the successful Respondent shall itself be solely responsible for the performance of all work set forth in any contract resulting from the RFP, and for compliance with the price and other terms provided in the contract. The successful Respondent shall cause the appropriate provisions of its Proposal and the contract to be inserted in all subcontracts.

The City's consent to or approval of any subcontract or subcontractor Proposed by a Respondent shall not create or purport to create any obligation of the City to any such subcontractor, or any form of contractual relationship or relationship of privity between the City and the subcontractor. Any Respondent who obtains such approval or consent of the City shall be required to insert a clause so providing in all subcontracts.

## **2.9 Responsibility for Proposal Costs**

The Respondent shall be solely and fully responsible for all costs associated with the development, preparation, transmittal, and submission of any Proposal or material submitted in response to this RFP. The City may, in its sole discretion, ask selected Respondents to present their Proposal in person to the City's representatives at the City's offices, and the costs of such presentations shall be solely the responsibility of the Respondent. The City assumes no contractual or other obligations as a result of the issuance of this RFP, the preparation or submission of a Proposal by a Respondent, the evaluation of Proposals, the Respondent's conduct of presentations, or the selection of any Respondent for further negotiations. There may be no claims whatsoever for reimbursement from the City or any of its consultants for such costs. All costs incurred by the Respondent during the selection process and during negotiations will be solely the responsibility of the Respondent.

## **2.10 Withdrawal or Modification of Proposals**

Respondents may withdraw or modify their Proposals at any time prior to the Proposal Submission Date provided in Section 1.5, *Proposal Submission Date; Anticipated Procurement Schedule*, by written notice of withdrawal or written submission of the modification, signed in the same manner and by the same persons who signed the Proposal. Such written notice must be addressed to the City Primary Contact as specified in Section 1.6.

# **3 Proposal Requirements**

## **3.1 Administrative Requirements**

Respondents must comply with all administrative requirements for this RFP provided in this Section 3.1

### **3.1.1 Mandatory Online Registration and Filing Requirements**

The City requires that all Respondents apply online in order to be eligible for award of the non-competitively bid contract opportunity described in this RFP; proposals and any other related

documents prepared in response to this RFP will not be considered unless they are filed, within the prescribed time period, through eContract Philly. The posting of this RFP on eContract Philly is also referred to as a Notice of Contracting Opportunity.

Any Respondent who establishes an account on eContract Philly and utilizes that account for the purpose of responding to a particular contract opportunity must be the same individual or business entity that, if awarded the contract, will enter into and perform the resulting contract with the City. Except in the case of joint ventures, applications submitted through eContract Philly from Respondents that purport to be filing an application on behalf of another individual or business entity will not be considered, even if the other business entity is an affiliate of the Respondent.

In the case of multiple business entities that if awarded a contract have formed, or intend to form a joint venture to perform the contract, a single business entity may file an application on behalf of all such business entities so long as (i) the filing business entity is or will be a member of the joint venture, (ii) the application is made in the name of the existing or proposed joint venture, (iii) documentation is submitted with the application identifying all business entities that comprise, or will comprise, the joint venture, and demonstrating a binding agreement among those business entities to perform the contract as the joint venture identified in the application (for a joint venture that has not yet been formed, documentation signed by each identified business entity evidencing a commitment to form the joint venture if awarded the contract is sufficient), and (iv) the non-filing business entities are eligible for award of a City contract and make the disclosures required by Chapter 17-1400 of The Philadelphia Code within fourteen (14) days after the joint venture receives notice that it has been awarded the contract.

Respondents and contractors are required to disclose their campaign contributions to political candidates and incumbents who are running for, or currently serving in, a local (Philadelphia) or state-wide elected office anywhere within the Commonwealth of Pennsylvania (federal campaign contributions are not included); any consultants used in responding to the RFP and contributions those consultants have made; prospective subcontractors; and whether Respondent or any representative of Respondent has received any requests for money or other items of value or advice on particular firms to satisfy minority-, woman- or disabled-owned business participation goals from City employees. This information, as well as a proposal or any other response document required, is part of the online application and is required pursuant to Chapter 17-1400 of the Philadelphia Code (*see* Appendix G of the RFP). For more information, please consult the reference materials found on the website, e-mail [econtractphilly@phila.gov](mailto:econtractphilly@phila.gov) or call 215-686-4914.

Respondents who have failed to file complete applications – including using the online disclosure forms provided – through the eContract Philly online application process prior to the closing date and time will not be considered for the contract.

Respondents are encouraged to start and complete their online applications on eContract Philly as early as possible. Please be aware that Internet connection speed depends on a variety of factors including: configuration of your computer, configuration of your business or home network, the condition of the wiring at your location, and network or Internet congestion

(available bandwidth). Please prepare and plan accordingly to ensure a timely submission. Proposals and other application documents will not be considered submitted until the application is signed and submitted through eContract Philly.

Respondents can begin uploading (or attaching) proposals and other application materials at any time. It is prudent to start uploading your attachments earlier if you have a large number of attachments (e.g. over five documents) or larger-sized attachments (e.g. above 5 MB). Application materials are not available for review by the City until the completed application is signed and submitted, at which time application materials are accessible only to appropriate City staff.

Any individual who signs and submits an application on eContract Philly must be an authorized signatory of the Respondent, authorized to both bind the Respondent to its proposal and to make the disclosures required to complete the eContract Philly process. Therefore, in conjunction with their electronic signatures provided at the conclusion of the submission of their applications online, signatories will be required to certify that they are the Respondent or are employees or officers of the Respondent duly authorized to execute the application and make disclosures on the Respondent's behalf; and they represent and covenant that, to the best of their knowledge after appropriate inquiry, all of the information and disclosures provided are true and contain no material misstatement or omissions.

Except as expressly provided otherwise on the eContract Philly, Respondents that obtain the RFP via the eContract Philly shall be bound by all instructions, disclaimers, terms and conditions for viewing, downloading and/or printing the RFP that are posted on the "Terms of Use" page of the site (accessed by clicking on the "Terms of Use" link on the Phila.Gov Home Page). These Terms of Use are incorporated in and made a part of this RFP by reference.

### **3.1.2 Pre-Proposal Meeting**

A Pre-Proposal Meeting to review the requirements of this RFP will be held in Philadelphia, Pennsylvania on October 22, 2012, starting at 10 AM, at the following location: 1234 Market Street, Philadelphia, PA 19107, Suite 1850.

**Attendance at the Pre-Proposal meeting is mandatory and the City reserves the right, in its sole discretion, to reject without evaluation the Proposal of any Respondent that does not attend the meeting.** Respondents are expected to be present for the entire meeting and the City reserves the further right, in its sole discretion, to refuse admission to any prospective Respondent arriving more than thirty (30) minutes after the start of the Meeting, and to reject without evaluation any Proposal subsequently submitted by such a Respondent. **The only exception to this requirement will be for vendors who will only be supplying pricing for the software phone support portion of this bid.**

### **3.1.3 Addenda to the RFP; Requests for Information; Inconsistencies**

The City may, in its sole discretion, issue addenda to this RFP containing responses to questions and requests for information, addressing matters raised at the Pre-Proposal meeting(s), clarifications of the RFP, revisions to the RFP, or any other matters that the City deems appropriate. Addenda will be posted on the eContract Philly and the Procurement

Website It is the Respondent's responsibility to monitor the eContract Philly or the Procurement Website for Addenda and to comply with their terms.

All questions, requests for clarification, and requests for additional information regarding this RFP must be submitted to the City's Primary Contact not later than the deadline set forth in Section 1.5. All such questions and requests must be submitted in writing, by facsimile, U.S. mail, private delivery service, hand delivery, or email to the City's Primary Contact. Responses to such questions and requests shall be at the City's sole discretion and nothing in this RFP shall create an obligation on the City to respond to the submitting party or at all. In the City's sole discretion, responses may be posted on eContract Philly and the Procurement Website without formal notification to prospective Respondents.

No oral response by any employee or agent of the City shall be binding on the City, or shall in any way constitute a commitment by the City.

If a Respondent finds any inconsistency or ambiguity in the RFP or an addendum to the RFP issued by the City, the Respondent is requested to notify the City in writing.

### **3.1.4 Proposals Binding**

By submitting its Proposal, the Respondent agrees to be bound by all terms and conditions of its Proposal, including, without limitation, the prices stated therein, for a period of one hundred and eighty (180) days from the Submission Date. A Respondent's refusal to enter into a contract that reflects such terms and conditions may, in the City's sole discretion, result in rejection of the Proposal, termination of any negotiations with the Respondent, and/or Respondent's forfeiture of its Proposal Security, if required by this RFP, as set forth in the "Proposal Security" section of the RFP (included in the RFP if Proposal Security is required).

It shall be the Respondent's responsibility to review and verify the completeness of its Proposal.

Respondents may withdraw or modify their Proposals at any time prior to the Submission Date by written notice of withdrawal or written submission of the modification, signed in the same manner and by the same person(s) who signed the initial Proposal, to the City's Primary Contact. The City reserves the right, at its sole discretion, to permit or require modifications to any Proposal after it is submitted, as set forth in the "Reservation of Rights" sections of the RFP.

### **3.1.5 Proposal Submission Requirements**

Proposals submitted in response to this RFP must be submitted electronically on eContract Philly, in accordance with the instructions and requirements there posted and by the time and date provided in Section 1.5, *Proposal Submission Date; Anticipated Procurement Schedule*. Proposals should include a table of contents listing all sections, figures, and tables and their corresponding page numbers.

## **3.2 Proposal Organization**

Proposals shall be organized in the order presented below:

### **3.2.1 PACKAGE 1- Section 1 - Company Profiles**

1. Provide a brief history of your organization and an executive summary that describes your company's qualifications, ability and experience in furnishing each Service Area included in your proposal to companies/organizations of the magnitude and scope of the City. If subcontractors are to be used to provide specific services, supply a brief history of their organization. This summary shall include number of employees and number of years in business. (See form provided in Appendix B).
2. Indicate any parent or subsidiary relationships with other businesses.
3. Date organized to provide each Service Area included in your proposal.
4. Corporate office organizational structure.
5. Company achievements in providing each Service Area included in your proposal, to include its staff experience, certifications and any awards received for excellence.
6. List all contracts your company, related companies or subcontractors have had with the City or its related agencies in the last five years.
7. List any experiences in the last five years in which you, your company or related companies and/or subcontractor failed to successfully complete a contract. List any contractual arrangements which were canceled or not renewed for poor performance.
8. For each Service Area in your proposal, provide a list of customer references (at least five [5]) to whom your firm has provided services and with whom the contract between your firm and the customer is similar in size and scope to that specified in this RFP. (See form provided in Appendix D).
9. Provide the name, address and telephone number of your customer contact responsible for each account. At the discretion of the City, these persons may be contacted as references by the evaluation committee.
10. Provide references of any Government Agencies, other than the City of Philadelphia, for which the services described in this RFP have been provided. Include the client, date of contract, type/size of contract, telephone number and contact person.

### **3.2.2 Package 1 - Section 2 - Financial Information:**

Provide the following information for your company, your partners and/or subcontractors. Vendors are to identify each submission of required information to its applicable paragraph.

1. A copy of your company's financial statements detailing balance sheet and profit and loss statement for the last three (3) years. The City reserves the right to request audited statements.

2. List bank reference(s), name and telephone number of a person familiar with your accounts, types of accounts, loads or lines of credit and relevant dates that accounts were established. These persons will be called by the City as references. (See form provided in Appendix C.)
3. If proposing to provide Desktop Support Services, list the names and telephone numbers of your major suppliers and the annual dollar amount of business done with each. These suppliers may be called by the City as credit references and to ensure your authorization as their distributors. (See form provided in Appendix C.)
4. If you are a partnership or a joint venture, give the date of agreement, County and State where agreement was filed, and name and address of each partner. If you are a corporation, give the date and state of organization and the names and addresses of the officers.
5. List all bankruptcy actions against you, your company or related companies in the last seven years.
6. List the Surety companies which have heretofore issued performance bonds to you for prior contracts. Give names and addresses of each Surety company, amount of each bond and the term of each bond. List any performance bonds that were called the last five years due to unsuccessful completion of the contract.

### **3.2.3 Package 1 - Section 3 - Managerial and Operational Plan**

1. For each Service Area included in your proposal, provide a detailed summary as to how you propose to meet each of the City's requirements set forth in Appendix A.
2. If you have an alternate solution to any specific requirement, identify the requirement by paragraph number and detail your solution.

### **3.2.4 Package 1, Section 4 - Staffing Plan**

Provide the following information about the staff to be provided:

1. Staffing levels and equipment to be utilized. Identify proposer's management team, its support team, its technical team and their background, experience and certification.
2. The resume of the Service Manager that the Vendor will appoint to be ultimately responsible for the City's account and who will serve as the point of contact between the OIT, the City and the Vendor.
3. Job descriptions of the Vendor's staff that the Vendor intends to use for the purposes of the contract resulting from this RFP. These descriptions shall include the support team and technical team that will be providing support for all City locations for each Service Area included in your proposal.

### **3.2.5 Package 1 - Section 5 - Policies and Procedures**

Respondents proposing to provide Desktop Support Services shall indicate the method to be followed in establishing and revising policies and procedures. This portion of the Proposal shall include, but not be limited to:

1. Procedures for dealing with City's complaints about the quality and availability of services and other complaints to minimize the potential for problems.
2. Procedures for establishing weekly and quarterly reports to review service level achievements, project schedules, contract and performance issues (See Section 2.5 of Appendix A).
3. Procedures for establishing a Benchmark Process (See Section 2.7.2 of Appendix A).

### **3.2.6 Package 2 – Cost Proposal**

Package 2 will contain the respondent's Cost Proposal. Respondents will state, on the form provided in Appendix E, their price to the City for the items listed and will attach a list of associated prices, if applicable, of the services to be offered to the City through their proposal.

## **3.3 Certification of Compliance with Equal Benefits Ordinance**

If this RFP is a solicitation for a “Service Contract” as that term is defined in Philadelphia Code Section 17-1901(4), and results in a Service Contract in an amount in excess of \$250,000, then, pursuant to Chapter 17-1900 of The Philadelphia Code, the contractor shall, for any of its employees who reside in the City, or any of its employees who are non-residents subject to City wage tax under Philadelphia Code Section 19-1502(1)(b), be required to extend the same employment benefits contractor extends to spouses of its employees to life partners of such employees, absent a waiver by the City under Section 17-1904. By submission of their Proposals in response to this RFP, all Respondents so acknowledge and certify that, if awarded a Service Contract pursuant to this RFP, they will comply with the provisions of Chapter 17-1900 of The Philadelphia Code and will notify their employees of the employment benefits available to life partners pursuant to Chapter 17-1900. Following the award of a Service Contract subject to Chapter 17-1400 and prior to execution of the Service Contract by the City, the successful Respondent shall certify that its employees have received the required notification of the employment benefits available to life partners and that such employment benefits will actually be available, or that the successful Respondent does not provide employment benefits to the spouses of married employees. The successful Respondent’s failure to comply with the provisions of Chapter 17-1900 or any discrimination or retaliation by the successful Respondent against any employee on account of having claimed a violation of Chapter 17-1900 shall be a material breach of any Service Contract resulting from this RFP.

## **3.4 Tax and Regulatory Status and Clearance Statement**

It is the policy of the City of Philadelphia to ensure that each contractor and subcontractor has all required licenses and permits and is current with respect to the payment of City taxes or other indebtedness owed to the City (including, but not limited to, taxes collected by the City on behalf

of the School District of Philadelphia), and is not in violation of other regulatory provisions contained in The Philadelphia Code. To assist the City, through its Department of Revenue and Department of Licenses and Inspections, in determining this status, each Respondent is required to complete and return with its proposal a City of Philadelphia Tax and Regulatory Status and Clearance Statement Form (included with this RFP as Appendix H).

If the Respondent is not in compliance with the City's tax and regulatory codes, an opportunity will be provided to enter into satisfactory arrangements with the City. If satisfactory arrangements cannot be made, Respondents will not be eligible for award of the contract contemplated by this RFP.

The selected Respondent will also be required to assist the City in obtaining the above information from its proposed subcontractors (if any). If a proposed subcontractor is not in compliance with the City's tax and regulatory codes and fails to enter into satisfactory arrangements with the City, the non-compliant subcontractor will be ineligible to participate in the contract contemplated by this RFP and the selected Respondent may find it necessary to replace the non-compliant subcontractor with a compliant subcontractor. Respondents are advised to take these City policies into consideration when entering into their contractual relationships with proposed subcontractors.

Respondents need not have a City of Philadelphia Business Income and Receipts Tax Account Number (formerly Business Privilege Tax Account Number) and Commercial Activity License Number (formerly Business Privilege License Number) to respond to this RFP, but will, in most circumstances, be required to obtain one or both if selected for award of the contract contemplated by the RFP.<sup>1</sup> Applications for a Business Income and Receipts Tax Account Number or a Commercial Activity License<sup>2</sup> may be made on line by visiting the City of Philadelphia Business Services Portal at <http://business.phila.gov/Pages/Home.aspx> and clicking on "Register" or "Register Now." If you have specific questions, call the Department of Revenue at 215-686-6600 for questions related to City of Philadelphia Business Income and Receipts Tax Account Number or the Department of Licenses and Inspections at 215-686-2490 for questions related to the Commercial Activity License.

If a Respondent or a proposed subcontractor is not currently in compliance with the City's tax and regulatory codes, please contact the Revenue Department to make arrangement to come into compliance at 215-686-6600 or [revenue@phila.gov](mailto:revenue@phila.gov).

## **4 City-Wide Contract Requirements**

Any Respondent selected to enter into final negotiations will be expected to enter into a contract with the City containing terms acceptable to the City, including, but not limited to, terms substantially similar to the insurance, indemnification and other provisions set forth below. The

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<sup>1</sup> Respondents that have a Business Privilege Tax Number should use that number, as it is automatically their Commercial Activity License Number, and need not apply for a new Commercial Activity License Number. Similarly, Respondents with a Business Privilege Tax Account Number should use that number as their Business Income and Receipts Tax Account Number.

<sup>2</sup> Commercial Activity Licenses are not typically required for non-profit organizations; however, Business Income and Receipts Tax Account Numbers typically are required.

terms and conditions provided or described in this Section 4 are generally required by the City in contracts for services of the type sought by this RFP. The City reserves the right, however, to require or negotiate different and/or additional terms and conditions in any final contract resulting from this RFP if, in the sole judgment of the City, it is in the best interest of the City to do so, without notice to other Respondents and without affording other Respondents any opportunity to revise their proposals based on such different or additional terms. As used in this Section 4, references to “Exhibit \_\_\_” and “Section \_\_\_” refer to sections in and exhibits to the contract, if any, resulting from this RFP.

Respondents may state for the City’s consideration any objections to the following contract terms, or to any of the terms and conditions set forth elsewhere in this RFP, in a separate section of the Proposal. Any such objection must identify the specific section(s) objected to, state the reason(s) for the objection, and propose alternative language or terms. Requirements and terms to which no objection is asserted will be presumed acceptable to the Respondent. The City may, in its sole discretion, evaluate proposals in part according to whether the Respondent so objects, and the number and type of objections asserted.

#### **4.1 Term and Renewal**

The initial term of the Contract shall commence on January, 2013 (the “Initial Term”), and, unless sooner terminated by the City pursuant to the terms of the Contract, shall expire twelve (12) months thereafter, on December 31, 2013. The City may, at its sole option, amend the Contract to add up to three (3) additional successive one year terms (“Additional Terms”). Except as may be stated otherwise in such amendment, the terms and conditions of this Contract shall apply throughout each Additional Term.

#### **4.2 Certificate of Non-Indebtedness**

The Contractor hereby certifies and represents that the Contractor and the Respondent’s parent company (ies) and subsidiary (ies) are not currently indebted to the City and will not, if awarded the Agreement, at any time during the term of 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 Contractor 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, the 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 the Contractor under the Agreement 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 Agreement for default (in which case the successful Contractor shall be liable for all excess costs and other damages resulting from the termination).

The Sub-consultant hereby certifies and represents that the sub-consultant and sub-consultant’s parent company (ies) and subsidiary (ies) are not currently indebted to the City and will not at any time during the term of the Contractor’s Agreement with the City, including any extensions or renewals thereof, be indebted to the City, for or on account or 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 Contractor 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, sub-consultant acknowledges that any breach or failure to conform to this certification may, at the option and direction of the City, result in the withholding of payments otherwise due to sub-consultant 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 sub-consultant and/or the termination of sub-consultant for default (in which case sub-consultant will be liable for all excess costs and other damages resulting from the termination).

### **4.3 Insurance**

The Contractor will be required to procure and maintain, at its sole cost and expense, the types and minimum limits of insurance described below, on the terms specified; provided, however, that the City may, at its sole discretion, establish different minimum limits based on the final scope of work for the project.

Unless otherwise approved by the City in writing, the Contractor shall, at its sole cost and expense, procure and maintain in full force and effect, covering the performance of the work, the types and minimum limits of insurance specified below. All insurance shall be procured from reputable insurers authorized to do business on a direct basis in the Commonwealth of Pennsylvania or otherwise acceptable to the City. All insurance required herein, except the Professional Liability insurance, shall be written on an "occurrence" basis and not a "claims-made" basis. In no event shall work be performed until the required evidence of insurance has been furnished. 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. The City of Philadelphia, its officers, employees, and agents shall be named as additional insureds on the General Liability Insurance policy. An endorsement is required stating that the coverage afforded City and its officers, employees, and agents, as additional insureds, will be primary to any other coverage available to them and, that no act or omission of the City shall invalidate the coverage.

(a) Workers Compensation and Employers Liability

- Workers Compensation: Statutory limits
- Employers Liability: \$100,000 each Accident - Bodily Injury by Accident; \$100,000 Each Employee - Bodily Injury by Disease; and \$500,000 Policy Limit - Bodily Injury by Disease.
- Other states insurance including Pennsylvania.

(b) General Liability Insurance

- Limit of liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; \$1,000,000 personal and advertising injury; \$2,000,000 general aggregate and \$1,000,000 aggregate for products and completed operations.
- Coverage: Premises operations; blanket contractual liability; personal injury liability; products and completed operations; independent contractors, employees and

volunteers as additional insureds; cross liability; and broad form property damage (including completed operations).

(c) Automobile Liability

- Limit of liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
- Coverage: Owned, non-owned and hired vehicles.

(d) Professional Liability Insurance

- Limit of liability: \$1,000,000 with a deductible not to exceed \$50,000.
- Coverage: Errors and omissions including liability assumed under contract.
- Professional Liability Insurance may be written on a claims-made basis provided that coverage for occurrences happening during the performance of the work required under this contract shall be maintained in full force and effect under the policy or “tail” coverage for a period of at least two (2) years after completion of the work.

Certificates of insurance evidencing the required coverages must specifically reference the City contract number for which they are being submitted. The original certificates of insurance must be submitted to the City’s Risk Manager, and copies shall be submitted to the City at the address set forth in the contract. Both submissions must be made at least ten (10) days before work is begun and at least ten (10) days before each renewal term. The ten (10) day requirement for advance documentation of coverage may be waived in such situations where such waiver will benefit the City, but under no circumstances shall the Contractor actually begin work (or continue work, in the case of renewal) without providing the required evidence of insurance. The actual endorsement adding the City as an additional insured must specifically reference the City contract number and be submitted to the City’s Risk Management Division. The City reserves the right to require the Contractor to furnish certified copies of the original policies of all insurance required under the Contract at any time upon ten (10) days written notice to the Contractor.

Contractor may not self-insure any of the coverages required under the Contract without the prior written approval of the City. In the event that Contractor desires to self-insure any of the coverages listed above, it shall submit to the City, prior to the commencement of work hereunder, a certified copy of Contractor’s most recent audited financial statement, and such other evidence of its qualifications to act as a self-insurer (e.g., state approval) as may be requested by the City. In the event such approval is granted, it is understood and agreed that the City, its officers, employees, and agents, shall be entitled to receive the same coverages and benefits under Contractor’s self-insurance program that they would have received had the insurance requirements been satisfied by a reputable insurance carrier authorized to do business in the Commonwealth of Pennsylvania or otherwise acceptable to the City. If at the time of commencement of the Initial Term of the Contract, Contractor self-insures its professional liability or workers’ compensation and employers’ liability coverage, Contractor may, in lieu of the foregoing, furnish to the City a current copy of the state certification form for self-insurance or a current copy of the State Insurance Commissioner’s letter of approval, whichever is appropriate. The insurance (including self-insurance) requirements set forth herein are not intended and shall not be construed to modify, limit, or reduce the indemnifications made in the contract by Contractor to the City, or to limit Contractor’s liability under the contract to the

limits of the policies of insurance (or self-insurance) required to be maintained by Contractor hereunder.

#### **4.4 Indemnification**

The Contractor 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, liability and expenses occasioned wholly or in part by the Contractor's act or omission or negligence or fault or the act or omission or negligence or fault of the Contractor's agents, Subcontractors, employees or servants in connection with the Contract, including, but not limited to, those in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, failure to pay such Subcontractors and suppliers, any breach of the Contract, 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 City, its officers, employees and agents, shall survive the termination of the Contract.

#### **4.5 Proprietary Rights Indemnification**

Contractor warrants that all Software, Documentation, Services, and Deliverables furnished under the Contract do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the City, the City shall promptly notify Contractor in writing and Contractor shall defend such claim, suit or action at Contractor's expense, and Contractor shall indemnify the City against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs and counsel fees) whether or not such claim, suit or action is successful.

#### **4.6 Performance Standards**

Contractor shall enter upon the performance of this Agreement with all due diligence and dispatch; shall assiduously press to its complete performance and shall exercise herein the highest degree of professional skill and competence.

#### **4.7 Acceptance**

##### **4.7.1 Conditional Acceptance**

Contractor shall notify the City in writing when Contractor contends that all Services and Deliverables comprising a Milestone (as set forth in Exhibit \_\_, *Milestone Payment Schedule*) are completed and ready for Conditional Acceptance by the City. Within thirty (30) days following receipt of Contractor's written notice, the City shall issue its written statement of Conditional Acceptance of the Milestone, or its written notice that the Services and Deliverables comprising the Milestone is not Conditionally Accepted. Conditional Acceptance will not be unreasonably withheld provided that all Services and Deliverables comprising the Milestone are completed and conform to the Statement of Work and the terms and conditions of the Contract.

#### **4.7.2 Final Acceptance**

Contractor shall notify the City in writing when Contractor contends that all Work required for the Project is completed and that the System and all other components of the Project have been fully performed in accordance with the Contract. The Project shall not be Finally Accepted unless and until all Services and Deliverables required under the Contract have been completed, delivered, and are in conformance with the requirements of the Statement of Work and the terms and conditions of the Contract.

#### **4.7.3 City Approval of Services and Deliverables**

It is expressly understood and agreed by Contractor that all Services and Deliverables required hereunder shall be performed and provided to the satisfaction and approval of the City, and Contractor shall not be deemed to have performed or provided such Services or Deliverables unless and until they have been approved and accepted by the City in writing in accordance with Section \_\_, *Final Acceptance*.

#### **4.8 Retainage**

The City shall retain twenty (20) percent of each Milestone Payment set forth in the Milestone Payment Schedule unless and until the Services and Deliverables are finally accepted in accordance with Section \_\_, *Final Acceptance*. The retained amounts shall be payable to Contractor sixty (60) days following such final acceptance of the Services and Deliverables by the City.

#### **4.9 City Audit**

From time to time during the Initial Term and any Additional Term(s) of the Contract, and for a period of five (5) years after termination of the Contract, the City may audit Contractor's performance under the Contract. Audits may be conducted by representatives of the Department or other authorized City representatives including, without limitation, the City Controller. If so requested, Contractor shall submit to the City all vouchers or invoices presented for payment pursuant to the Contract, all cancelled checks, work papers, books, records and accounts, upon which the vouchers or invoices are based, and any and all documentation and justification in support of expenditures or fees incurred pursuant to the Contract. All such vouchers or invoices, work papers, books, records, accounts, cancelled checks, documentation and justification shall be subject to periodic review and audit by the City.

#### **4.10 Termination for Convenience**

The City shall have the right to terminate this Contract at any time during the term of the Contract, for any reason, including, without limitation, its own convenience. If the Contract is terminated solely for the City's convenience, the City shall issue a written Termination Notice, which shall set forth the effective date of the termination.

#### **4.11 Termination for Default**

If Contractor commits or permits an event of default, as set forth in this Section, the City shall so notify Contractor in writing, specifying in reasonable detail the nature of the default. Contractor shall have thirty (30) calendar days from receipt of that notice to correct the default. If the default is not cured within that time period, the City may terminate the Contract by providing

Contractor with written notice of termination for default. The following shall constitute events of default on the part of Contractor:

- (a) Contractor's failure to comply with any provision, term, or condition of this Contract.
- (b) the appointment of a receiver, trustee or custodian to take possession of all or substantially all the assets of Contractor for the benefit of creditors, or any action taken or suffered by Contractor under any federal or state insolvency, bankruptcy, reorganization, moratorium or other debtor relief act or statute;
- (c) falseness of any warranty or representation of Contractor contained in any of the Contract Documents;
- (d) misappropriation by Contractor of any funds provided under the Contract or failure by Contractor to notify the City upon discovery of any misappropriation;
- (e) a violation of law which results in a guilty plea, a plea of nolo contendere, or conviction of a criminal offense by Contractor, its directors, employees, or agents (1) directly or indirectly relating to the Contract or the Work required under the Contract, whether or not such offense is ultimately adjudged to have occurred or (2) which adversely affects the performance of the Contract; and/or
- (f) indictment of or issuance of charges against Contractor, its directors, employees or agents for any criminal offense or any other violation of law directly relating to the Contract or the Work required under the Contract or which adversely affects the performance of the Contract, whether or not such offense or violation is ultimately adjudged to have occurred.

#### **4.12 Sales and Use Tax Exemption**

The City is not subject to federal, state, or local sales or use taxes or to federal excise tax. Contractor hereby assigns to the City all of its right, title and interest in any sales or use tax which may be refunded as a result of any materials purchased in connection with the Contract, and unless directed by the City, Contractor shall not file a claim for any sales or use tax refund subject to this assignment. Contractor authorizes the City, in its own name or the name of Contractor, to file a claim for a refund of any sales or use tax subject to this assignment.

#### **4.13 Unavailability of Funds**

If funding for the Contract from any source is not obtained and continued at an aggregate level sufficient to allow for payment for the Services and Deliverables under the Contract, the City may exercise one of the following options without liability or penalty to the City:

- (a) Terminate the Contract effective upon a date specified in a Termination Notice; or
- (b) Continue the Contract by reducing, through written notice to Contractor, the amount of the Contract and Services and Deliverables, consistent with the nature, amount, and circumstances of available funding.
- (c) The City's exercise of either option under this Section shall not affect any obligations or liabilities of either party accruing prior to such termination or reduction of Services or Deliverables. Contractor shall be compensated in accordance with the terms of the Contract for Services and Deliverables, satisfactorily performed and delivered prior to such termination under this Section.

Commodities or services on the contract resulting from this RFP to be ordered after the end of the current fiscal year are subject to the issuance of purchase orders for the following fiscal years. The City is not liable for the portion of the award involving following fiscal year's funds

until such orders are issued. The Vendor's obligation to deliver on such purchase orders shall not take effect until the orders are issued.

#### **4.14 Tax Requirements**

Contractor is subject to Philadelphia’s business tax and Ordinances and regulations. The City Solicitor has ruled 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 Respondent, 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 CBET Unit at (215) 686-6600.

#### **4.15 Assignment**

Contractor shall not assign or otherwise transfer its rights, duties or obligations under this Contract, except with the prior written consent of the City; any assignment or transfer (including, but not limited to, assignment of any subcontract) without such consent shall be null and void. In no event shall the City's consent to any assignment or transfer by Contractor of any rights, duties or obligations under the Contract relieve Contractor from its duties or obligations hereunder or change the terms of the Contract. Contractor retains full responsibility for and guarantees the performance of any and all assignees and transferees of Contractor, including but not limited to, their subcontractors, notwithstanding the assignment or transfer.

#### **4.16 Document Preparation Fee**

Pursuant to Chapter 17-700 of The Philadelphia Code, the successful Respondent must generally pay a contract preparation fee. Regulations promulgated by the City Solicitor currently establish the following schedule of fees for preparation of the initial contract and subsequent amendments, based upon the amounts involved and whether the successful Applicant is a for-profit or nonprofit entity:

<b><u>Amount of Contract or Amendment</u></b>	<b><u>For-Profit Fees</u></b>		<b><u>Non-Profit Fees</u></b>	
	<b><u>Contract</u></b>	<b><u>Amendment</u></b>	<b><u>Contract</u></b>	<b><u>Amendment</u></b>
\$0-\$30,000	\$50	\$50	\$50	\$50
\$30,001-\$100,000	\$200	\$170	\$100	\$85
\$100,001-\$500,000	\$500	\$340	\$200	\$170
\$500,001-\$1,000,000	\$900	\$520	\$300	\$260
Over \$1,000,000	\$1,500	\$1,000	\$500	\$500

In its discretion, the Law Department may grant a full or partial waiver of any of the above fees in exceptional cases for good cause shown, such as violation of a grant covenant. Governmental entities are exempt from the fees. The Law Department reserves the right to collect up to twice the stated fee if extensive negotiation is required to reach a final contract with the successful Respondent.

## **4.17 Nondisclosure of City Data and Contractor Data**

### **4.17.1 Nondisclosure.**

Contractor and its employees, agents, Subcontractors, suppliers, and any person or entity acting on its behalf (i) will maintain in strict confidentiality all of the “City Data,” as defined and set forth below; (ii) will not, without the City’s written permission, divulge, disclose, communicate, or distribute any of the City Data to any person or entity except as may be strictly necessary to perform the Contract; (iii) will not, without the City’s written permission, in any way use any of the City Data for their businesses or other advantage or gain (except as may be necessary to perform the Contract), including, without limitation, any use of the City Data in any presentation, demonstration, or proposal to perform work, to the City or to others, that may be conducted or created as part of their business activities or otherwise; (iv) will use the City Data solely and exclusively in accordance with the terms of this Contract in order to carry out its obligations and exercise its rights under this Contract; (v) will afford the City Data at least the same level of protection against unauthorized disclosure or use as Contractor uses to protect its own trade secrets, proprietary information, and other confidential information (but will in no event exercise less than reasonable care and protection); and (vi) will, immediately upon the City’s Final Acceptance of the Services and Deliverables required under the Contract, return all City Data to the City, destroy any and all copies of any City Data that are in their possession, whether on paper or in electronic or other form, and if requested by the City in writing, will certify in writing that there has been full compliance with this Section. The City will maintain the “Contractor Data,” as defined and set forth below, in confidence and will afford the Contractor Data at least the same level of protection against unauthorized disclosure or use as the City uses to protect its own trade secrets, proprietary information, and other confidential information (but will in no event exercise less than reasonable care and protection).

### **4.17.2 City Data**

Except as provided otherwise in Section, the City Data shall include any and all of the following, whether in electronic, microfilm, microfiche, video, paper, or other form, and any copies or reproductions thereof:

- (a) data on hard drives removed from City computers; and
- (b) any and all other records, documents, computer software (whether owned by the City or licensed or otherwise furnished to the City by third parties), and data furnished by the City to Contractor in relation to the work required under the Contract; and
- (c) all Deliverables and other work product(s) and items of work created by Contractor for the City as part of the work required under the Contract.

### **4.17.3 Contractor Data**

Except as provided otherwise in Section, the Contractor Data shall include any and all of the following, whether in electronic, microfilm, microfiche, video, paper, or other form, and any copies or reproductions thereof:

- (a) \_\_\_\_\_, and
- (b) \_\_\_\_\_, and
- (c) \_\_\_\_\_.

### **4.17.4 Exclusions**

Neither the Contractor Data nor the City Data shall include any information or data which:

- (a) was known to the party receiving the Data (the “Receiving Party”), prior to the commencement of its performance of the Contract, free of any obligation to keep it confidential, and/or is proprietary to the Receiving Party; or
- (b) was generally known to the public at the time of receipt by the Receiving Party, or becomes generally known to the public through no act or omission of the party disclosing or furnishing the Data (the “Disclosing Party”); or
- (c) was independently developed by the Receiving Party without knowledge or use of any Data of the Disclosing Party; or
- (d) is required to be disclosed by law or judicial process.

### **4.17.5 Remedy for Breach**

In the event of any actual or threatened breach of any of the provisions of this Section \_\_ by the Receiving Party, and in addition to any other remedies that may be available to the Disclosing Party in law or equity, the Disclosing Party shall be entitled to a restraining order, preliminary injunction, permanent injunction, and/or other appropriate relief to specifically enforce the terms of this Section \_\_. The parties agree that a breach of the terms of this Section \_\_ by the Receiving Party would cause the Disclosing Party injury not compensable in monetary damages alone, and that the remedies provided herein are appropriate and reasonable.

## **4.18 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:

### **4.18.1 Gifts**

Pursuant to Executive Order 02-04, no official or employee in the Executive and Administrative Branch of the City may solicit or accept, directly or indirectly, anything of value, including any gift, gratuity, favor, entertainment or loan from any of the following sources:

- (a) A person seeking to obtain business from, or who has financial relations with the City;
- (b) A person whose operations or activities are regulated or inspected by any City agency;
- (c) A person engaged, either as principal or attorney, in proceedings before any City agency or in court proceedings in which the City is an adverse party;
- (d) A person seeking legislative or administrative action by the City; or

- (e) A person whose interests may be substantially affected by the performance or nonperformance of the official's or employee's official duties.

If a Respondent offers anything of value to a City official or employee under circumstances where the receipt of such item would violate the provisions of Executive Order 02-04, the Respondent may be subject to sanctions with respect to future City contracts, ranging from disqualification from participation in a particular contract to debarment, depending on the nature of the violation.

#### **4.18.2 City Employee Interest in City Contracts**

In accordance with Section 10-102 of The Philadelphia Home Rule Charter, no proposal 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 Respondents are required to disclose any current City employees or officials who are employees or officials of the Respondent's firm, or who otherwise would have a financial interest in the contract.

#### **4.18.3 Conflict of Interest.**

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 §20-608.

#### **4.19 Non-Discrimination; Fair Practices**

This Contract is entered into under the terms of the Charter, the Fair Practices Ordinance (Chapter 9-1100 of the Code) and the Mayor's Executive Order No. 04-86 (the "Executive Order"), as they may be amended from time to time, and in performing this Contract, Provider shall not discriminate or permit discrimination against any individual because of race, color, religion or national origin. Nor shall Provider discriminate or permit discrimination against individuals in employment, housing and real property practices, and/or public accommodation practices whether by direct or indirect practice of exclusion, distinction, restriction, segregation, limitation, refusal, denial, differentiation or preference in the treatment of a person on the basis of actual or perceived race, ethnicity, color, sex, sexual orientation, gender identity, religion, national origin, ancestry, age, disability, marital status, source of income, familiar status, genetic information or domestic or sexual violence victim status, Human Immunodeficiency Virus (HIV) infection, or engage in any other act or practice made unlawful under the Charter, Chapter 9-1100, the Executive Order, or under the nondiscrimination laws of the United States or the Commonwealth of Pennsylvania. In the event of any breach of this Section 14.1 (Non-Discrimination; Fair Practices), the City may, in addition to any other rights or remedies available under this Contract, at law or in equity, suspend or terminate this Contract forthwith.

#### **4.20 The Philadelphia Code, Section 17-400**

In accordance with Chapter 17-400 of The Philadelphia Code, as it may be amended from time to time, 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, religion, national origin or ancestry, constitutes a substantial breach of this Contract entitling the City to all rights and remedies provided in this Contract or otherwise available at law or in equity.

Contractor agrees to cooperate with the Commission on Human Relations of the City in any manner which the Commission deems reasonable and necessary for the Commission to carry out its responsibilities under Chapter 17-400 of The Philadelphia Code. Contractor's failure to so cooperate shall constitute a substantial breach of this Contract entitling the City to all rights and remedies provided in this Contract or otherwise available at law or in equity.

#### **4.21 Americans with Disabilities Act**

Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in the Contract or from activities or Services provided under the Contract. As a condition of accepting and executing the Contract, Contractor shall comply with all provisions of the Americans With Disabilities Act (the "Act"), 42 U.S.C. §§12101 - 12213, and all regulations promulgated thereunder, as the Act and regulations may be amended from time to time, which are applicable (a) to Contractor, (b) to the benefits, Services, activities, facilities and programs provided in connection with the Contract, (c) to the City, or the Commonwealth of Pennsylvania, and (d) to the benefits, services, activities, facilities and programs of the City or of the Commonwealth, and, if any funds under the Contract are provided by the federal government, which are applicable to the federal government and its benefits, services, facilities, activities, facilities and programs. Without limiting the applicability of the preceding sentence, Contractor shall comply with the "General Prohibitions Against Discrimination," 28 C.F.R. Part 35.130, and all other regulations promulgated under Title II of "The Americans With Disabilities Act," as they may be amended from time to time, which are applicable to the benefits, services, programs and activities provided by the City through contracts with outside contractors.

#### **4.22 Business Interests in Northern Ireland**

In accordance with Section 17-104 of The Philadelphia Code, the Contractor by execution of this Agreement certifies and represents that (i) the Contractor (including any parent company, subsidiary, exclusive distributor or company affiliated with Contractor) does not have, and will not have at any time during the term of this Agreement (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 this Agreement will originate in Northern Ireland, unless Contractor has implemented the fair employment principles embodied in the MacBride Principles.

In the performance of this Agreement, the Contractor agrees that it will not utilize any suppliers, subcontractors or sub-consultants at any tier (i) who have (or whose parent, subsidiary, exclusive distributor or company affiliate have) any investments, licenses, franchises, management agreements or operations in Northern Ireland or (ii) who will provide products originating in Northern Ireland unless said supplier, sub-consultant or subcontractor has implemented the fair

employment principles embodied in the MacBride Principles. The Contractor further agrees to include the provisions of this subparagraph, with appropriate adjustments for the identity of the parties, in all subcontracts and supply agreements that are entered into in connection with the performance of this Agreement.

The Contractor 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. The Contractor 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 Agreement entitling the City to all rights and remedies provided in this Agreement or otherwise available in law (including, but not limited to, Section 17-104 of The Philadelphia Code) or equity. In addition, it is understood that false certification or representation is subject to prosecution under Title 18 Pa.C.S.A. Section 4904.

#### **4.23 Business, Corporate and Slavery Era Insurance Disclosure.**

In accordance with Section 17-104 of The Philadelphia Code, Contractor, after execution of this Agreement, will complete an affidavit certifying and representing that Contractor (including any parent company, subsidiary, exclusive distributor or company affiliated with Contractor) has searched any and all records of the Contractor or any predecessor company 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.

Contractor 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 Agreement entitling the City to all rights and remedies provided in this Agreement 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.

#### **4.24 Limited English Proficiency**

Contractor understands and agrees that no individual who is limited in his or her English language proficiency shall be denied access to Services provided under this Contract on the basis of that limitation. As a condition of accepting and executing this Contract, shall comply with all provisions of Title VI of the Civil Rights Act of 1964, the President of the United States of America Executive Order No. 12250, the Mayor of the City of Philadelphia Executive Order No. 04-01, "Access to Federally Funded City Programs and Activities for Individuals with Limited English Proficiency" dated September 29, 2001, and all regulations promulgated thereunder, as the Act and regulations may be amended from time to time, which are applicable (a) to , (b) to the benefits, services, activities and programs provided in connection with this Contract, (c) to the City, or the Commonwealth of Pennsylvania, and (d) to the benefits, services, activities and programs of the City or of the Commonwealth, and if any funds under this Contract are provided by the federal government, which are applicable to the federal government and its benefits, services, activities and programs. Without limiting the applicability of the preceding sentence,

shall comply with 45 C.F.R. 80 et. seq. and all other regulations promulgated under Title VI of the Civil Rights Act of 1964, as they may be amended from time to time, which are applicable to the benefits, services, programs and activities provided by the City through contracts with outside contractors.

#### **4.25 Health Insurance Portability and Accountability Act**

Where applicable, the contract will require the Contractor to comply fully with the federal Health Information Portability and Accountability Act and all related federal regulations (collectively, “HIPAA”), including, but not limited to, HIPAA requirements relating to the confidentiality of protected health information and HIPAA requirements relating to the security of information systems. City contracts subject to HIPAA requirements will be governed by “Terms and Conditions Relating to Protected Health Information” which are posted on the City’s website at <https://secure.phila.gov/eContract/> under the “About” link and which will be incorporated into the contract.

#### **4.26 Philadelphia 21<sup>st</sup> Century Minimum Wage and Benefits Standard.**

Contractors that are subject to Philadelphia Code Chapter 17-1300, as specified therein, shall comply with the minimum compensation standards by providing its employees with an hourly wage, excluding benefits, at least 150 percent of the federal minimum wage, and to extent the provides health benefits to any of its employees, the shall provide each full-time, non-temporary, non-seasonal covered employee health benefits at least as valuable as the least valuable health benefits that are provided to any other full-time employees of the , as more fully set forth at Philadelphia Code Chapter 17-1300. 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.

## APPENDIX A

### DETAILED PROJECT REQUIREMENTS

## 1 DEFINITIONS

The following defined terms used in this Scope of Services shall have the meaning specified below:

- 1.1. "**Add**" shall mean adding an additional hardware or software component or device to an End User System or Server including the maneuvering, repositioning and connecting of hardware associated with such End User System or Server additions and the loading and configuration of software associated with the system additions. Updating the related support database to reflect the new environment.
- 1.2. "**Change**" shall mean the alteration of an End User System or Server operating environment, including, but not limited to, new shrink-wrapped software loads or upgrades, memory expansion, address or connectivity changes, upgrades of technology requiring a Software or Hardware change which, in each case, requires the physical presence of support personnel at the End User's deskside or at the Server's physical location, and the related update to the support database to reflect the new environment.
- 1.3. "**Deskside Support**" shall mean a problem resolution call related to an End User System which cannot be resolved remotely by the Service Desk and which generally requires the physical presence of Vendor support personnel at the End User's deskside or requires the Vendor's greater depth of knowledge, to assist the End User with their problem or to correct the problem with the End User System. MAC calls are not considered Deskside Support.
- 1.4. "**Effective Date**" shall mean the date specified for start of performance in the Agreement and associated work orders.
- 1.5. "**End Users**" means users of Services within End User Locations including Customer personnel and Customer subcontractors.
- 1.6. "**End User Locations**" means those locations in which End User Systems, equipment and associated software are located.
- 1.7. "**End User System**" shall mean a personal computer that is an integrated Intel-based system.

- 1.8. **"Hardware Maintenance"** shall mean the repair, replacement or correction to, and End User System, Server or other devices. Unless otherwise specified, hardware maintenance includes providing required replacement parts.
- 1.9. **"Information Technology Services"** ("Services") means those services and functions which Vendor agrees to provide to the City pursuant to this Scope of Services.
- 1.10. **"MACS"** shall mean collective or individual Moves, Adds, or Changes. Hardware Maintenance service calls are not considered MACS. Data back-up, data migration and data conversion is not considered part of a MAC.
- 1.11. **"Install/Installation"** shall mean the physical installation of an End User System or Server within an End User Location and the testing to ensure that the End User System is properly functioning and physically connected to the local area network or the Customer network, if applicable.
- 1.12. **"Move"** shall mean the disconnection of all cabling and power connections which does not require a licensed electrician and the consolidations of these and all system components and reconnection of all of the system components at another End User Location.
- 1.13. **"Procedures Manual"** means the detailed and definitive documentation describing the operating processes and procedures, Server and End User System standards, inventory tracking procedures and problem closure criteria relating to the performance of the Services described in Paragraph 2.1.3.
- 1.14. **"Network Attached Printers"** shall mean a printer on a local area network accessible by multiple users.
- 1.15. **"Out of Scope Service Request (OSSR)"** shall mean a call for which a technician is dispatched and work to be performed is out of scope of Tier 2 Service.
- 1.16. **"Qualified Call"** - a call routed to the Vendor Tier 2 service desk by the Service Desk which requires the Services within the scope of this RFP.
- 1.17. **"Replacement"** shall mean the de-installation of a defective or non-working unit or element followed by the installation of a new or effectively new item to bring the system back to functional status. Replacements will also include updating the City's asset management records.
- 1.18. **"Server"** shall mean an integrated system unit and related internal peripheral devices installed at a centralized End User Location which performs End User related tasks and connected to the local area network ("LAN") segments for multiple End User utilization.

- 1.19. **"Service Level Agreements"** or "Performance Standards" means the performance responsibilities under which the Services will be provided. The Performance Standards are described and listed in Paragraph 2.4.
- 1.20. **"Small Printer"** shall mean a laser printer or inkjet printer accessible via the network or directly attached to a low end workstation (network attached PCs and stand alone PCs), with print speeds of less than 30 pages per minute.
- 1.21. **"Software"** refers to the supported software list, but not limited to, the following listed below.

Microsoft Windows Operating Systems XP, Vista Windows 7 and other future Windows Operating System releases and Macintosh System 7.x and above
Microsoft Office and Microsoft Office Professional
BlueZone Terminal Emulation Software
Checkpoint VPN Client
Mozilla Firefox and Microsoft Internet Explorer
McAfee Anti-Virus and End Point Security
Active Directory
Citrix
Microsoft Exchange

## 2 Desktop and Server Support Services

### 2.1 OIT Service Desk

The Office of Innovation and Technology (OIT) operates a Tier 1 Service Desk. The Service Desk is available 24 hours/7 days to provide Tier1 support to all City users. All calls for desktop support will be initially directed to the Service Desk. The Service Desk will attempt to resolve any problems over the phone before referring them to Vendor for Tier 2 support. The Service Desk will also verify that the user's organization is under agreement with Vendor for Tier 2 support before handling off calls to Vendor.

Desktop problems that cannot be resolved by the Service Desk will be referred to the Vendor Call Center via iSupport from the Service Desk. Information collected by the Service Desk on the problem report will be online and available to the Vendor Call Center via a Service Desk trouble ticket number. Any available asset inventory data on the equipment will also be online and accessible from the Vendor.

In the event the Vendor believes that a call is out of scope, Vendor will contact the Service Desk before performing any service. The Support Services Manager will make final determination whether a call is out of scope. In the event the Support Services Manager determines that the call is within the scope of Services, Vendor will proceed to provide Tier 2 support to the End User. Vendor may report the discrepancy at the monthly management meeting for final resolution.

In the event the Support Services Manager determines that the call is outside the scope of Services, Vendor, upon approval by the Service Desk, will service the call as an (OSSR - Outside the Scope of Service Request).

## **2.2 Deskside Services**

The City provides Tier 1 desktop support through its Service Desk. The successful respondent will provide Tier 2 desktop and server support services for all equipment from the wall jack to the equipment. Tier 2 services generally are those that require deskside assistance to repair or replace malfunctioning hardware within the standard configuration and related necessary software maintenance or restoration to render the workstation operational. The following types of service are expressly included in the scope of Tier 2 services:

- Repair/replacement or loaner for malfunctioning parts or units.
- Reconfiguration or adjustment of improper or faulty cabling at the workstation.
- Reinstallation or re-configuration of desktop software that is part of the standard application image after hardware maintenance. It is the responsibility of the City to provide Vendor with "standard application image" for each department and to ensure that all software licenses are current for approved "standard application image."
- Disposal services for equipment included in the scope of Tier 2 support.

Service Technicians will take remedial action to resolve situations that could lead to future problems, as part of the standard service call process. Examples include:

- Rearranging equipment that is not set up according to manufacturer's recommendations.
- Cleaning and/or dust removal.
- Virus scanning.

Vendor will:

- a) Receive City Qualified Call from the OIT Service Desk and determine service level requirement; and problem severity;
- b) Assign technicians for on-site service.
- c) Perform logging, tracking, and ownership-to-resolution of calls received from the OIT Service Desk.
- d) Acknowledge receipt of call according to the Service Level Agreements;
- e) Report to OIT Service Desk and eradicate any discovered or reported viruses;
- f) Interface directly to hardware and software product vendors as necessary.

- g) Perform Software image loads when required, such as in the event that a hard drive must be replaced;
- h) Communicate what actions were taken to the End User;
- i) Update the Service Desk with status, call closure with resolution; and asset inventory information;
- j) Manage warranty claims processing with manufacturer(s), including performing any engineering changes required by the manufacturer or government regulations, for all equipment support.
- k) Provide MAC support at a Service Level of one week during the primary period of maintenance, as long as it does not interfere with meeting Service Level Agreements on the Tier 2 support.
- l) Perform preventive maintenance to meet manufacturer's minimum requirements defined by the manufacturer, on systems installed at City's locations or in Vendor refurbishment center.

## **2.3 Desktop Support Requirements**

### **2.4 Service Levels**

1. Two (2) day response with a four (4) day repair. Principal period of maintenance is Monday through Friday, 8 AM to 5:30 PM. The City reserves the right to give to the vendor a VIP list of less than 24 workstations that would get an immediate response.
2. For purposes of determining service levels, a day is any time before close of business on the designated day; e.g. "next day" is any time before COB on the day after the call is received. For standard (five day) support options, "day" is interpreted as "business day," and does not include holidays; for 7-day support options, "day" is any time of the week. "Four hour" response and restore times are measured in exact hours, during PPM, from the time the ticket is opened (see 2.4.3 below).
3. For purposes of determining service levels, response and restore times are calculated from the time the Vendor call center representative receives the OIT trouble ticket.
4. The selected response and restore times will be met for 98% of all calls measured monthly. Notwithstanding the foregoing, 4-hour response and restore options will be met for 100% of calls. Failure to meet response and restore time targets is subject to penalties, as described in Appendix E.
5. Vendor will target first call resolution on 80% of service calls. This means that the problem is resolved at the initial deskside visit by the technician.
6. Vendor will solicit customer satisfaction reports on every deskside service call and randomly survey a statistically significant percentage of calls reporting problems to the Vendor Help Desk. The survey will include: completeness of problem resolution; technical skill; professionalism and communication skills. Vendor's goal is to score at least 4.0 on a scale of 1 to 5, where 1 = complete dissatisfaction and 5 = complete satisfaction.

### **2.5 REPORTS AND MEETINGS**

1. Weekly status reports shall be delivered to the OIT Service Desk and each supported City Department which provide a weekly and year-to-date summary of the services provided

(an electronic format is required by the City). The Weekly Status Report is required on the following Monday of each week at 10:00 A.M. or, if this day falls on a City holiday, on the following business day. The report shall specifically include but not be limited to:

- Number of Closed Trouble Tickets by Department
  - Number of Trouble Tickets by Category
  - Response Times by severity by Department
  - Exception Summary for all Trouble Tickets that were outside the required Service Level.
  - Trend Analysis by period by Category by Department
  - Top 10 list of Problem Areas.
2. Within 90 days after the Effective Date, City and Vendor will mutually agree upon any new sets of periodic reports that Vendor will provide to City. At a minimum, these reports will include the following:
- a) a monthly report describing any changes in the quantities and types of equipment being supported, as a result of MACs or new enrollment; and,
  - b) the results of any customer satisfaction surveys.

Vendor will provide such documentation and other information available to Vendor as may be reasonably requested from time to time in order to verify the accuracy of the reports specified above.

3. Within 30 days after Effective Date, the Parties will mutually determine an appropriate set of periodic meetings to be held between their representatives. At a minimum, these meetings will include the following:
- a) weekly meetings among operational personnel to discuss ongoing issues related to daily performance and planned or anticipated activities and changes;
  - b) a monthly management meeting to review the performance report, the project schedule report, the changes report, and such other matters as appropriate; and
  - c) an annual senior management meeting to review relevant scope of services and performance issues.
4. Quarterly service reports shall be delivered to the OIT Service Desk and Procurement Department providing a detailed record of the total number of desktops and devices, to include manufacturer/model number and City Department and their respective service level options and plans being provided by the vendor. The City reserves the right to take advantage of any price reductions as new service levels are reached during the contract period.
5. All meetings will have a published agenda issued sufficiently in advance of the meeting to allow meeting participants a reasonable opportunity to prepare for the meeting.

## **2.6 Safeguards, Controls and Exclusions**

### **2.6.1 Virus Control**

The City will ensure that all supported equipment and networks have virus detection and control tools and procedures in place and working. McAfee Endpoint Protection, or other equivalent commercial packages, will be installed on all servers and desktops supported under this agreement. The City will have policies in place regarding virus control and users will be made aware of the existence of the policies. Deskside services will be considered a last resort to be used when other measures of response to viruses have failed.

### **2.6.2 Power Conditioning**

The City will employ power-conditioning measures that meet manufacturers' recommendations for operating conditions. In general, equipment not operating directly from an uninterruptible power supply (UPS) should be equipped with surge protectors, to ensure protection against unexpected power fluctuations (e.g. from nearby lightning strikes).

### **2.6.3 Abuse or Misuse**

The City will be responsible for any repairs resulting from blatant abuse or use of the equipment for purposes for which it was not intended.

### **2.6.4 Obsolete Equipment**

Vendor will use best efforts to repair obsolete equipment. Failure to repair that satisfies one or both of the following conditions will not be included in calculating Service Levels:

- a) Equipment that is more than (7) years old;
- b) Equipment where vendor can confirm to the City that the OEM no longer manufactures the part or component needed, or, if the OEM no longer exists; and where no third-party vendor supplies the part or component required or for which the vendor cannot substitute an equivalent functional part.

## **2.7 Customer Satisfaction and Benchmarking**

### **2.7.1 Customer Satisfaction Survey**

At least once every three (3) months during the contract, Vendor shall conduct a customer satisfaction survey for each End User Location. The survey shall, at a minimum cover, the following classes of End Users: (1) end users of the Service and (2) senior management of the End Users.

### **2.7.2 Benchmarking**

Within one hundred eighty (180) days of the effective Date, City and vendor shall establish a process to ensure that Vendor provides the City with the technology and Service Levels equal to or greater than other organizations receiving similar services ("Benchmark Process"). Establishment of the Benchmarking Process shall include, but shall not be limited to:

- a. establishing the entity that will conduct the Benchmark Process (hereinafter the "Benchmark").
- b. identifying the types of information which will be utilized by the Benchmark to conduct the Benchmark Process;
- c. establishing a process to review the results of the Benchmark Process; and
- d. establishing an adjustment system to incorporate the results of the Benchmark Process.

## **2.8 Integration Services (Option)**

Respondents proposing to provide Desktop Support Services should include in their proposals pricing for providing "installs," "moves," "adds," and "changes" for IT equipment, if and as directed by the City. As scheduled, vendor will configure new machines to the desktop image selected from the receiving department's predefined list of images. Once the assets have been logged into an asset management database, they either will be immediately prepared for installation or placed into the spare inventory, as appropriate. The asset will be tagged with the information concerning which of the configurations is requested, and the network environment to be used.

The asset will be tested to ensure that it is completely operational and that all connectivity issues are resolved. Asset Management is handled through MAC and install/installation process.

A detailed plan, including burn in, assembly, software installation, and schedule will be prepared by the vendor prior to the implementation of any hardware or software changes on the operational network. The plan will specify methods to minimize the impact upon users, to include steps taken to ensure that no data is lost when replacing existing workstations.

Standard integration and installation services will include:

- Setup new PC and monitor and test for basic operation
- Remove unwanted pre-installed software
- Configure and test the Network Interface Card (NIC)
- Install and configure software according to standard desktop configurations as identified by City.
- Configure system for specific users
- Perform basic operational testing.
- Remove old computer and monitor
- Install new system and monitor

Burn-in, assembly, and installation will be performed during the core hours of 8:00 A.M. to 5:30 P.M. during the normal workweek. In order to minimize disruption to the End User, at the City's request, and where reasonable, Vendor will replace existing workstations and perform final testing outside the core hours.

Vendor will install the new equipment at the End User Location and provide operational testing. Testing shall include, at a minimum, basic operational tests, interface testing to local devices, and network connectivity testing to ensure proper access to application and data. Vendor will

coordinate the repair of defective new equipment with the hardware vendor in accordance with the equipment warranty. All equipment received by Vendor must be scheduled for installation prior to expiration of the standard hardware warranty.

Vendor will not assume maintenance liability for defective equipment scheduled for installation after expiration of the standard warranty.

Vendor will de-install equipment being replaced, and prepare this equipment to be moved to a new location, or for disposal as specified by the City. Movement, configuration, and installation of existing equipment at a new location are included as a component of new system integration services.

Monthly reporting will provide data for installations and de-installations, detailing hardware by City tracking number and software by image reference.

"Changes" to existing systems will be performed at the customer site, in accordance with the Purchasing Requisition or work order. Vendor will procure hardware, if necessary, install new hardware and/or software, and perform checkout of the new configuration. Changes will be submitted to the inventory database.

"Moves" will include disconnecting the equipment from existing LAN/WAN, preparing all components to be moved, and re-assembly and checkout at the destination location. Vendor will be responsible for the actual physical move of any equipment, whether within a facility or between facilities.

### **2.8.1 Service Levels for Integration Option**

Requests for integration or installation will be queued and handled on a first come/first serve basis, unless directed otherwise by the City's Project Manager. Vendor commits to seven (7) business days on all MACs, but will perform them as soon as they can be scheduled, notwithstanding higher priority Tier 2 service calls.

## **3 Application Support Services**

The vendor will provide (via a monthly subscription by user) a phone support help desk for usage or "how to" questions for all commonly used business productivity software. Each department is entitled to three 10 minute calls for every ten enrolled users per month. Unused calls will rollover from month to month. The products covered would include but are not limited to:

- Microsoft Office Products (Word, Excel, Access, Powerpoint)
- Visio
- Exchange
- Outlook Client and Web Access
- Commonly used CAD software

The vendor will resolve all issues as to whether a product is considered eligible for this service with OIT. The vendor will be responsible for validating with the customer that they are currently enrolled and whether the department has available calls left. The City will provide a connection via its Automated Call Distribution (ACD) system to route calls from our Service Desk number to the vendor's service. The SLA governing the work effort described here is that the customer will have to wait no more than 10 minutes to speak with the appropriate support representative.

## **4 System and Network Administration**

### **4.1 Network Support Services**

Vendor will provide network and systems operations support during the normal workweek. In order to minimize disruption to the End User, at the City's request, and where reasonable, Vendor will provide network and systems operations after-hours support.

The network management will include the following:

- Monitoring network performance and trend analysis, fault isolation, and corrective action.
- Performing daily, weekly, and monthly backup for network system application and data files, and workstation system application and data files. Vendor will develop a disaster recovery plan that includes the procedures for backups and data recovery.
- Network and system performance assessments, including utilization trends, disk utilization trends, and capacity-planning information will also be provided. Vendor will maintain a proactive network management philosophy. Trends indicating the needs for additional or upgraded equipment are identified early so that there is sufficient time for the processing of any necessary procurement requests.

Vendor will document this information and provide it in a monthly status report.

All potential changes will be evaluated in the City's Network Lab or some other location as designated by the City. The Installation Representative will approve any planned changes or additions to the network.

Vendor will maintain all network hardware/software, including but not limited to Novell 4.X and 5.X, Microsoft NT, UNIX (AIX, SCO, Solaris), OS/2, ORACLE and other communications equipment. Using integrated systems management tools, Vendor will maintain required configuration records and coordinate test plans for upgrades and preventive maintenance schedules across all sites.

Vendor will support all end user administrative functions. This includes security access management (i.e., adding, modifying and deleting accounts; assigning and resetting passwords; defining and enforcing access rules; and tracking violations). Vendor will implement and maintain all access requests, access rights lists, and password management. Vendor will apply City provided access control management automated tools and utilities that enhance and

streamline security administration. These tools and utilities will be applied to the City's environment to standardize the infrastructure and improve efficiency.

Vendor will use City provided automated tools to monitor the health of the LAN and proactively find potential problems. Monitoring of LAN traffic will help identify those areas of LAN infrastructure that will need preventive maintenance or upgrading for capacity and performance.

Vendor will provide day-to-day support for networking administration and operations support. Recognizing the critical nature of the network to this task, Vendor will also provide pagers to network support personnel in order to ensure that any downtime during off-hours is minimized to whatever extent possible. Day-to-day support will include the following:

- Installing of network hardware and software - All new hardware and software will have first been tested on the City's Network Lab in order to ensure that there will be no adverse impacts on the operational network. Further, a detailed installation plan including back-out instructions will be prepared prior to the implementation of any hardware or software changes on the operational network.
- Upgrades to network hardware and software - Upgrades to existing hardware and software will be tested on the City's Network Lab prior to implementation.
- Systems administration of network servers - This includes all administrative tasks related to, but not limited to, the NT, Novell, and UNIX servers, support and administration of both network, and local printers, SMS and workstations including periodic backup and restoration of all servers.
- Configuration management and documentation of network hardware and software. Vendor will support a consistent configuration of Desktops, Laptops and Servers.

Periodic backup and restoration of system and data files - The daily backup will be an incremental of all files that have changed since the previous evening backup. On a weekly basis, a full backup of the network servers will be completed. The last weekly backup of each month will be designated as the monthly backup for that month.

System administration will include the maintenance and creation of User ID accounts. The accounts will be created within four (4) working hours of notification and will follow prescribed standards. A check-in/check-out database will be utilized to support the addition and removal of personnel who require use of network resources. Vendor will also look for ways to simplify user administration.

Vendor will also provide support for the testing and integration of new hardware and software into the operational environment. All testing and validation tasks will include a test plan and an implementation plan that will include back-out instructions. Vendor will coordinate all plans and tests with the OIT, and will review the results of each test, as required. Recommendations regarding implementation will be made based on the results of the tests in the "The City's Network Lab" and its overall applicability to provide better service to the operational community. Factors such as user impact, down time requirements, etc., will be determined prior to making any recommendations.

Vendor will maintain a Master CNE on staff for support of the City. Vendor will maintain staffing with appropriate Microsoft certification to support the City's servers as required.

Where server density requires assignment of a full-time network administrator, the City will provide office space to include a desk and phone.

All system and network administration service requests will be transferred to the Vendor Help Desk from the OIT Service Desk. Tracking of service requests will be performed in accordance with the requirements specified for Tier 2 support in Section .

## **4.2 Network Description**

The City of Philadelphia has over 18,000 end point devices on its network. The majority of this equipment is still under a four year warranty and support from the OEM (Dell.) Most of the desktops that would be eligible under this contract are over five years old.

## **4.3 Service Levels**

Service levels for system and network administration will consist of two factors, server down time and response to service requests. Service requests include establishing new accounts, modifying user privileges, etc.

- a) The target service level for server availability is 99% across the enterprise, calculated on a monthly basis. In addition, each individual server will be available at least 95% over the entire month.
- b) Vendor will complete service requests within 12 working hours.

## **4.4 Support Options**

### **4.4.1 Integration with Philadelphia's Problem Tracking System**

As a separately priced option, Vendor will integrate a link between its standalone Help Desk problem tracking system and the City's problem tracking system, iSupport, to enable direct handoff between the two systems. If this option is exercised, the schedule for the integration task will be negotiated between Vendor and the City.

### **4.4.2 Status Monitoring and Reporting**

As a separately priced option, Vendor will provide a basic network monitoring and reporting capability for the City's LAN/WAN. Under this option, Vendor will install a UNIX workstation with HP Open View on the City's network. If this option is exercised, the schedule for the Basic Monitoring and Reporting Capability Task will be negotiated between vendor and the City.

## **5 Requirements for All Service Areas**

The requirements set forth in in this section apply to all Service Areas.

## **5.1 Vendor Personnel and Personnel Conduct Requirements**

### **5.1.1 Vendor Service Manager**

Vendor will designate a person who will have overall responsibility for ensuring Vendor responsibilities to the City are met (the "Service Manager"). The Service Manager or designee(s) will liaison with City's Project Manager and/or designee(s) to:

- a) Coordinate introduction of new procedures and changes to existing procedures;
- b) Understand perceived status of City's performance and ensure resolution of concerns;
- c) Understand changes to the strategic direction and of future requirements; and
- d) Work with Customer to prioritize resource and technical requirements.

Respondents proposing to provide services in two or more Service Areas may satisfy this requirement by designating a single service manager.

Vendor shall not reassign or replace the Service Manager during the first year of his or her assignment unless such reassignment or replacement is due to the individual's (a) voluntary resignation from Vendor; (b) dismissal by Vendor for (1) misconduct or (ii) unsatisfactory performance as determined by Vendor in respect of his or her duties and responsibilities to City pursuant to this Agreement; or (c) inability to work due to death or disability. The City has the right to approve replacement of Service Manager.

### **5.2 Dedicated Service Manager**

It is the City's preference that the Vendor provide an on-site Dedicated Service Manager at the OIT Operations Center between two (2) and five (5) days per week as required, however, the Vendor may offer an alternative plan for an on-site Dedicated Service Manager and submit their proposal.

### **5.3 Contract Point for OIT Service Desk**

Vendor will provide the Service Desk with a single point of contact for dispatching and scheduling Vendor resources to provide the Services. Vendor will also provide escalation procedures and contacts to address issues that cannot be resolved through the normal Tier 2 support procedures.

### **5.4 Background Checks Required**

The City requires a police background check of all vendor personnel who enter City premises or have access to the City's network.

### **5.5 Procedures Manual**

1. The procedures manual shall be developed as follows:

- a) As of the effective date, City and vendor shall mutually develop, complete and agree on the content of a Procedures Manual for the Customer environment. Vendor and City will

review the Procedures Manual and any mutually agreed to comments or suggestions will be incorporated herein;

- b) Vendor will periodically update the Procedures Manual to reflect any mutually agreed to changes to the operations procedures described therein; and
- c) Vendor will perform all Services in accordance with the Procedures Manual.

2. The Procedures Manual shall include change order procedures that provide, at a minimum, that:

- a) Vendor will make no change without first obtaining the City's approval, except as may be necessary on a temporary basis to maintain the continuity of the services; and
- b) Vendor will (1) schedule all projects affecting City so as not unreasonably interrupt City's business, (2) monitor the status of changes against the applicable schedule; and (3) document and provide notification (which may be given orally provided that such oral notice is confirmed in writing within (5) business days) of all changes performed on a temporary or emergency basis to maintain the continuity of services no later than two (2) business days after the change is made.

3. The Procedures Manual shall also include, but shall not be limited to, the following procedures:

- a) Daily operating procedures vendor will follow and the activities the vendor proposes to undertake in order to manage the services;
- b) reporting procedures and documentation procedures;
- c) change management procedures;
- d) escalation procedures;
- e) out of scope service requests procedures
- f) integration procedures
- g) system network administration procedures; and
- h) meeting requirements

The procedures Manual and the change order procedures contained therein shall not alter the scope of services.

## **5.6 Enrollment for Services**

Service orders will be issued at the time an ordering agency requires service and will be encumbered for the following time period: date of initiation of services through the end of the then current fiscal year. Devices replaced with new equipment may be removed from service at the City's option. Departments on the purchase order may mix and match service coverage.

Enrollment will be accomplished through the Work Order for Standard Services form (to be provided by the City) Vendor will do a physical inventory of departments that contract for service. The City is required to provide the following data to Vendor at the time the work order is submitted.

- a) Department will provide list for all equipment to be supported;
- b) Support-level matrix, identifying support levels for each piece of equipment.
- c) Primary and alternate points of contact in the department for service issues.

The data is to be provided in a machine-readable format to be developed jointly between the vendor and the City.

## **6 OUT-OF-SCOPE SERVICES**

The City from time to time, may request vendor to perform certain services (such as scheduled moves, adds, changes or maintenance on a non-covered workstation) which are not covered under the scope of existing work orders. Such services will be performed at the standard time and materials rates reflected in Appendix E (Cost Proposal). The City will provide Vendor with a list of individuals authorized to approve these services. Requests for other services will be provided through a Time and Materials Work Order (Form to be provided by the City).

**APPENDIX B**  
**VENDOR QUALIFICATIONS**

Answer the following questions by providing the required information in the space provided. If additional space is required, attach additional sheets; however, be certain to indicate the RFP number as shown on the cover sheet of this document.

**A. GENERAL**

**1. VENDOR NAME**

Company Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Local Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

2. Years in Business under this Company Name: \_\_\_\_\_

2. Gross Sales From Service In Millions (U.S. and Overseas)

2012 \_\_\_\_\_ 2011 \_\_\_\_\_  
Proposed Actual

2010 \_\_\_\_\_ 2009 \_\_\_\_\_  
Actual Actual

2008 \_\_\_\_\_  
Actual

4. Number of Employees: \_\_\_\_\_

**APPENDIX C**

**FINANCIAL REFERENCES**

(1) BANK COMPANY NAME

---

---

ADDRESS

---

CITY

---

STATE

ZIP CODE

---

CONTACT PERSON

TELEPHONE NO.

(2) BANK COMPANY NAME

---

---

ADDRESS

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CITY

---

STATE

ZIP CODE

---

CONTACT PERSON

TELEPHONE NO.

(3) BANK COMPANY NAME

---

---

ADDRESS

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CITY

---

STATE ZIP CODE

---

CONTACT PERSON

TELEPHONE NO.

( 4 ) BANK COMPANY NAME

---

---

ADDRESS

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CITY

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STATE ZIP CODE

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CONTACT PERSON

TELEPHONE NO.

( 5 ) BANK COMPANY NAME

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ADDRESS

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CITY

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STATE

ZIP CODE

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CONTACT PERSON

TELEPHONE NO.

(6) SUPPLIER - COMPANY NAME

---

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ADDRESS

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CITY

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STATE

ZIP CODE

---

CONTACT PERSON

TELEPHONE NO.

(7) SUPPLIER - COMPANY NAME

---

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ADDRESS

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CITY

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STATE

ZIP CODE

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CONTACT PERSON

TELEPHONE NO.

(8) SUPPLIER - COMPANY NAME

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ADDRESS

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CITY

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STATE

ZIP CODE

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CONTACT PERSON

TELEPHONE NO.

(9) SUPPLIER - COMPANY NAME

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ADDRESS

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CITY

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STATE

ZIP CODE

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CONTACT PERSON

TELEPHONE NO.

(10) SUPPLIER - COMPANY NAME

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ADDRESS

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CITY

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STATE

ZIP CODE

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CONTACT PERSON

TELEPHONE NO.

**APPENDIX D**  
**CUSTOMER REFERENCES**

**Reference #1 (Current)**

---

CUSTOMER NAME

---

ADDRESS

---

CITY

---

STATE

ZIP CODE

---

CONTACT PERSON

TELEPHONE NO.

---

DATE CONTRACT ESTABLISHED

**Description of Desktop Support Services provided;**

**Description of System and Network Services provided:**

**Reference #2 (Current)**

---

CUSTOMER NAME

---

ADDRESS

---

CITY

---

STATE

ZIP CODE

---

CONTACT PERSON

TELEPHONE NO.

---

DATE CONTRACT ESTABLISHED

**Description of Desktop Support Services provided;**

**Description of System and Network Services provided:**

**Reference #3 (Current)**

---

CUSTOMER NAME

---

ADDRESS

---

CITY

---

STATE

ZIP CODE

---

CONTACT PERSON

TELEPHONE NO.

---

DATE CONTRACT ESTABLISHED

**Description of Desktop Support Services provided;**

**Description of System and Network Services provided:**

**Reference #4 (Current)**

---

CUSTOMER NAME

---

ADDRESS

---

CITY

---

STATE

ZIP CODE

---

CONTACT PERSON

TELEPHONE NO.

---

DATE CONTRACT ENDED

**Description of Desktop Support Services provided;**

**Description of System and Network Services provided:**

**Reference #5 (Current)**

---

CUSTOMER NAME

---

ADDRESS

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CITY

---

STATE

ZIP CODE

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CONTACT PERSON

TELEPHONE NO.

---

DATE CONTRACT ENDED

**Description of Desktop Support Services provided;**

**Description of System and Network Services provided:**

**Reference #6 (Government Entity [Other than City of Phila.]**

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CUSTOMER NAME

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ADDRESS

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CITY

---

STATE

ZIP CODE

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CONTACT PERSON

TELEPHONE NO.

---

DATE CONTRACT ESTABLISHED &/OR ENDED

**Description of Desktop Support Services provided;**

**Description of System and Network Services provided:**

**Reference #7 (Government Entity [Other than City of Phila.]**

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CUSTOMER NAME

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ADDRESS

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CITY

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STATE

ZIP CODE

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CONTACT PERSON

TELEPHONE NO.

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DATE CONTRACT ESTABLISHED &/OR ENDED

**Description of Desktop Support Services provided;**

**Description of System and Network Services provided:**

**Reference #8 (Government Entity [Other than City of Phila.]**

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CUSTOMER NAME

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ADDRESS

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CITY

---

STATE

ZIP CODE

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CONTACT PERSON

TELEPHONE NO.

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DATE CONTRACT ESTABLISHED &/OR ENDED

**Description of Desktop Support Services provided;**

**Description of System and Network Services provided:**

## Appendix E

### Cost Proposal Requirements

#### 1 Desktop and Server Support Services:

1. The per unit price decreases as the total number of units under contract reach the quantity level reflected on this matrix. Units are accumulated for purposes of determining the quantity price based on the total number of units for which the City has contracted for Tier 2 Support under any of the listed service levels.
2. The applicable per unit price will be based on a determination at the end of each fiscal quarter of the units under contract. To the extent that the total number of units under contract would cause the City to be eligible for a lower unit price than the one currently being charged, the pricing for all units under contract will be appropriately adjusted effective with the first month of the next fiscal quarter.
3. Prices are for coverage of a designated unit at one selected service. Units must be fully operational as the time coverage commences. Price will not be pro-rated for partial month coverage.
4. Service Level credits will be calculated in accordance with the following procedures:

##### 1.1 Additional Definitions:

- a) "**At Risk Amount**" for any month during the Term is seven percent (7%) of the month charges for Tier 2 Support Services as shown on the invoice to the City for that month, except for any month in which an additional Service Level Credit is due in accordance with Item #3 under the second bullet below, the At Risk Amount shall be fifteen percent (15%) of such charges for the month. Charges for PC integration services, system administration, and consulting services (including approved expenses) will not be used to determine At Risk Amounts.
- b) "**Calculated Service Level**" shall mean the percentage determined by  
the number of events that meet the Service Levels divided by the total number of events that occurred during the most recent and two previous contract

months.

c) "**Contract Month**" shall mean any calendar month during which Vendor has provided Tier 2 Support Services.

d) "**Service Levels**" mean the Service Levels identified under the bullet beginning with "Service Level Credits."

e) "**Service Level Credit**" means, with respect to the failure by Vendor to meet a particular Service Level, the amount that will be credited to the City for such failure.

- In the event that Vendor fails to meet a Service Level for a Contract Month, Vendor shall be assessed, as liquidated damages, not as a penalty, the following amounts (individually, a "Service Level Credit").

1. In any Calendar Month that a Calculated Service Level does not achieve the Service Level, the City shall be entitled to a Service Level Credit for that Service equal to the monthly charge for Level 2 Support Services times the difference between the applicable Service Level (stated in percent) and the Calculated Service Level (stated in percent). Stated algebraically:

1.2 Service Level Credit =

**Monthly Charge for Tier 2 Support Services x (Service Level - Calculated Service Level).**

**Where Calculated Service Level <Service Level**

2. If, in the subsequent Contract Month, it is determined that the Calculated Service Level meets the Service Level, then any Service Level calculated as owing for the previous month will no longer be due.

3. If the Calculated Service Level falls below ninety percent (90%) in a calendar month, the City shall be entitled to an additional Service Level Credit equal to eight percent (8%) of the monthly charge for Tier 2 Support Services as shown on the invoice to the City for that month. If the Calculated Service Level falls below ninety percent (90%) for a second consecutive calendar month, the City shall be entitled to an additional Service Level Credit equal to eight percent (8%) of the monthly charge for Tier 2 Support Services as shown on the invoice to the City for the second month. The City shall only be entitled to the foregoing additional Service Level Credits for two consecutive calendar months. If the Calculated Service Level falls below ninety percent (90%) for a third consecutive month, the City,

at its sole option, may (I) exercise any or all of its rights and remedies under this Contract or (ii) direct Vendor to enter into good faith negotiations to develop a methodology to meet deficient Service Levels, to revise the Service Levels, and/or to re-price the Services.

- Service Level Credits due to City under this Section shall be paid by Vendor granting to the City a credit against the monthly charges payable by the City to the Vendor in the Contract Month immediately following the Contract Month in which the Service Level credit is determined to be due. The calculation of Service Level Credits shall be reported monthly.
- The maximum cumulative Service Level Credits to which the City shall be entitled to receive under this Agreement in any Contract Month shall not exceed the At Risk Amount.

**1.3 Service Levels.**

The following Service Level shall be used in determining Service Level Credits.

<b><u>Response Time</u></b>	<b><u>Restore Time</u></b>
Two Day	Four Day

The above Service Levels represent service options available to the City and this will become the basis for calculating Service Level Credits.

**2 Application Support Charges**

(Each Department is entitled to three 10 minute calls for every ten enrolled users per month. Vendor shall provide a listing of the Departments for which they have provided service to when invoicing the City.

State Unit Price of Each (Block of three 10 minute calls) \$\_\_\_\_\_

**3. Pricing by Offering Type and Quantity**

OFFERING BY TYPE	PRICING BY TOTAL UNITS UNDER MONTHLY SUPPORT					
	1000-1999	2000-2999	3000-3999	4000-4999	5000-5999	6000+
Desktop						

Laptop						
Printers <30 PPM w/o maint kits						
Printers >30 PPM w/o maint kits						
Printers <30 PPM with maint kits						
Printers >30 PPM with maint kits						
Plotters						
Scanners						

### Time and Material Rates:

Proposals for Desktop and Server Support Services and Network Support Services should include hourly rates for the following job categories. Respondents who are proposing

Rates are on an hourly basis.

<b>Rates Per Hour</b>	
Project Manager	
Section Manager	
Sr. Tech Consultant	
Sr. Principal Network Engineer	
Principal Network Engineer	
Sr. Principal Systems Engineer	
Principal Systems Engineer	
Sr. Systems Engineer	
Systems Engineer	
Assoc. Systems Engineer	
Sr. Principal Systems/Analyst	
Principal Systems/Analyst	
Sr. Systems/Analyst	

Systems/Analyst	
Assoc. Systems/Analyst	
Sr. Technician	
Technician	
Assoc. Technician	
Help Desk Technician	

**Parts for Time and Materials Repair Services Only:**

(Please Note: Monthly Service Level 2 Support is Not Applicable)

PARTS SHALL BE REIMBURSED BY THE CITY AT VENDOR'S ACTUAL ACQUISITION COST FROM THEIR SUPPLIER (as shown on supplier's invoice) +5% MARK-UP (TO BE SUPPORTED BY SUPPLIER'S INVOICES). Vendor must submit original supplier's invoice with their invoice to the City. In no case shall parts cost exceed the actual cost from the supplier +5%. No overhead, expenses, etc. shall apply to these parts costs. Any overhead, expenses, etc. must be factored into the vendor's quoted labor rates. No additional charges will be paid by the City.

**Estimated Expenditures for Parts: \$100,000.00**

## APPENDIX F

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

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

The purpose of this Policy is to provide equal opportunity for all businesses and to assure that City funds are not used, directly or indirectly, to promote, reinforce or perpetuate discriminatory practices. The City is committed to fostering an environment in which all businesses are free to participate in business opportunities without the impediments of discrimination and participate in all City contracts on an equitable basis. In accordance with the contracting requirements of the City, the City's antidiscrimination policy is applicable to this Notice of Contracting Opportunity (hereinafter, "NOCO").<sup>3</sup>

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

MBE Range - 15% - 20%

WBE Range - 10% - 15%

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

Applicant hereby verifies that all forms, information and documentation submitted to the OEO are true and correct and is notified that the submission of false information by Applicant is subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

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<sup>3</sup> The term "Notice of Contracting Opportunity," shortened to the acronym "NOCO," refers to the City's contract solicitation documents and information posted on eContract Philly. Generally, these documents take the form of a Request for Proposals (RFP), Request for Qualifications (RFQ) or Request for Expression of Interest (RFI) and include any other document or information (for example, exhibits, appendices) related to the posting of the new contract opportunity.

## **A. M/W/DSBE PARTICIPATION**

1. Only firms that are certified by an approved certifying agency<sup>4</sup> or identified in the OEO Certification Registry at the time of contract award will be credited toward the participation ranges on City contracts. An OEO Certification Registry is maintained by the OEO and is available online at [www.phila.gov/OEO/directory](http://www.phila.gov/OEO/directory). Firms owned and controlled by minority persons, women or disabled persons, which are certified as MBE, WBE, DSBE or DBE by an approved certifying agency may apply to the OEO for listing in its OEO Certification Registry. If applicant or applicant's subcontractor(s) is certified by an approved certifying agency, a copy of that certification should be included with the proposal.

2. No applicant that seeks to meet the participation range(s) for participation by entering into subcontracts with any M/W/DSBE subcontractor shall be considered to meet the range(s) if the M/W/DSBE subcontractor does not perform a commercially acceptable function ("CAF"). A M/W/DSBE is considered to perform a CAF when it engages in meaningful work or supply effort that provides for a distinct element of the subcontract (as required by the work to be performed in accordance with the NOCO), where the distinct element is worthy of the dollar amount of the subcontract and where the M/W/DSBE carries out its responsibilities by actually performing, managing and supervising the work involved. The OEO may evaluate the amount of work subcontracted, industry practices and any other relevant factors in determining whether the M/W/DSBE is performing a CAF. If it is determined during the review of your Solicitation and Commitment Form that the work described on the Form does not constitute a CAF, your proposal may be rejected.

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

4. An MBE/WBE/DSBE submitting as the prime applicant is required, like all other applicants, to submit a proposal that is responsive to the Policy and will only receive credit toward the relevant participation ranges (e.g., MBE range or WBE range or DSBE range) for the amount of its own work or supply effort on this NOCO. In addition, the participation of an M/W/DSBE partner, as part of a joint venture created for this contract, may be credited towards the participation ranges only to the extent of the M/W/DSBE partner's ownership interest in the joint venture in accordance with the following criteria:

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

5. M/W/DSBE subcontractors must perform at least twenty percent (20%) of the cost of the subcontract (not including the cost of materials, equipment or supplies incident to the performance of the subcontract) with their own employees.

6. In listing participation commitments on the Solicitation for Participation and Commitment Form, applicants are required to list a detailed description of the work or supply effort, the dollar amount of the quotation, and percentage of the contract the participation represents. In calculating the percentage amount, applicants may apply the standard mathematical rules in rounding off numbers. The OEO

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<sup>4</sup> Approved certifying agencies are identified on the OEO webpage found at [www.phila.gov/OEO](http://www.phila.gov/OEO).

reserves the right to request clarifying information from applicants in the event of an inconsistency or ambiguity in the Solicitation For Participation and Commitment Form.

## **B. RESPONSIVENESS**

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

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

- Documentation of all solicitations (regardless of whether commitments resulted therefrom) as well as all commitments made on the enclosed document entitled "Solicitation For Participation and Commitment Form". Applicants should only make actual solicitations of M/W/DSBEs whose work or materials are within the scope of this NOCO. Mass mailing of a general nature to M/W/DSBEs or similar methods will not be deemed solicitation, but rather will be treated as informational notification only. A reasonable period of time should be given to all solicited firms to ensure that they have sufficient time to adequately prepare their quotes/subproposals. The applicant's listing of a commitment with an M/W/DSBE constitutes a representation that the applicant has made a legally binding commitment to contract with such firm, upon receipt of a contract award from the City.
- If the applicant has entered into a joint venture with an MBE, WBE and/or DSBE partner, the applicant is also required to submit along with the Solicitation For Participation and Commitment Form, a document entitled "Joint Venture Eligibility Information Form," available at OEO, for the City's review and approval of the joint venture arrangement.

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

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

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

- Whether the applicant's actions were motivated by considerations of race or gender or disability. The OEO may investigate the applicant's contracting activities and business practices on similar public and private sector contracts. For example, if applicant rejects any M/W/DSBE based on price, applicant must fully document its reasons for the rejection and also demonstrate that applicant subjects non-M/W/DSBEs to the same pricing standards. OEO will investigate whether there was any attempt at good faith negotiation of price.
- Whether M/W/DSBEs were treated as equally as other businesses in the solicitation and commitment process. For example, the OEO will investigate whether M/W/DSBEs are given the same information, access to the plans and requirements of the contract and given adequate amount of time to prepare a quote/subproposal as others who were solicited by applicant. The OEO will also investigate whether M/W/DSBEs were accorded the same level of outreach as non-M/W/DSBEs, for example whether applicant short listed M/W/DSBEs for participation or solicited M/W/DSBEs at any pre-proposal meetings.
- Whether the applicant's contracting decisions were based upon policies which disparately affect M/W/DSBEs. OEO will ascertain whether applicant selected portions of work or material needs consistent with the capacity of available M/W/DSBE subcontractors and suppliers. OEO will consider whether applicant employed policies which facilitate the participation of M/W/DSBEs on City contracts such as segmentation of the contract or prompt payment practices.

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

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

### **C. RESPONSIBILITY**

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

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

3. No privity of contract exists between the City and any M/W/DSBE subcontractor identified in any contract resulting from this NOCO. The City does not intend to give or confer upon any such M/W/DSBE subcontractor(s) any legal rights or remedies in connection with the subcontracted services under

Executive Orders 2-05 and 14-08 or by reason of any contract resulting from the NOCO except such rights or remedies that the M/W/DSBE subcontractor may seek as a private cause of action under any legally binding contract to which it may be a party.

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

#### **D. ACCESS TO INFORMATION**

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

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

#### **E. RECORDS AND REPORTS**

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

#### **F. REMEDIES**

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

- a. Withhold payment(s) or any part thereof until corrective action is taken.
- b. Terminate the contract, in whole or in part.
- c. Suspend the successful applicant from proposing/bidding and/or participating in any future City contracts for a period of up to three (3) years.
- d. Recover as liquidated damages, one percent of the total dollar amount of the contract for each one percent (or fraction thereof) of the commitment shortfall. (**NOTE:** The "total dollar amount of the contract" shall include approved change orders, amendments and for requirements contracts shall be based on actual quantities ordered by the City. For Concessions, the "total dollar amount of the contract" shall mean the Concession Fee paid to the City.)

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

**ANTIDISCRIMINATION POLICY SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM**  
*Minority (MBE), Woman (WBE), Disabled (DSBE) and Disadvantaged (DBE) Business Enterprises<sup>1</sup>*

DEPARTMENT OF COMMERCE OFFICE OF ECONOMIC OPPORTUNITY (OEO)									
<b>Bid Number or Proposal Title:</b>			<b>Name of Bidder/Proposer:</b>				<b>Bid/RFP Opening Date:</b>		
List below ALL MBE/WBE/DBE/DSBEs that were solicited regardless of whether a commitment resulted therefrom. - Photocopy this form as necessary.									
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE			<b>Work or Supply Effort to be Performed</b>		<b>Date Solicited</b>		<b>Commitment Made</b>		<b>Give Reason(s) If No Commitment</b>
<b>Company Name</b>					<b>By Phone</b>	<b>By Mail</b>	<b>Yes ( If Yes, give date)</b>	<b>NO</b>	
<b>Address</b>									
<b>Contact Person</b>					<b>Quote Received</b>		<b>Amount Committed To</b>		
<b>Telephone Number</b> <b>Fax Number</b>					<b>YES<sup>2</sup></b>	<b>NO</b>	<b>Dollar Amount</b>		
<b>Email Address</b>							<b>\$</b>		
<b>OEO REGISTRY #</b>		<b>CERTIFYING AGENCY</b>					<b>Percent of Total Bid/RFP</b>		
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE			<b>Work or Supply Effort to be Performed</b>		<b>Date Solicited</b>		<b>Commitment Made</b>		<b>Give Reason(s) If No Commitment</b>
<b>Company Name</b>					<b>By Phone</b>	<b>By Mail</b>	<b>Yes ( If Yes, give date)</b>	<b>NO</b>	
<b>Address</b>									
<b>Contact Person</b>					<b>Quote Received</b>		<b>Amount Committed To</b>		
<b>Telephone Number</b> <b>Fax Number</b>					<b>YES<sup>2</sup></b>	<b>NO</b>	<b>Dollar Amount</b>		
<b>Email Address</b>							<b>\$</b>		
<b>OEO REGISTRY #</b>		<b>CERTIFYING AGENCY</b>					<b>Percent of Total Bid/RFP</b>		
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE			<b>Work or Supply Effort to be Performed</b>		<b>Date Solicited</b>		<b>Commitment Made</b>		<b>Give Reason(s) If No Commitment</b>
<b>Company Name</b>					<b>By Phone</b>	<b>By Mail</b>	<b>Yes ( If Yes, give date)</b>	<b>NO</b>	
<b>Address</b>									
<b>Contact Person</b>					<b>Quote Received</b>		<b>Amount Committed To</b>		
<b>Telephone Number</b> <b>Fax Number</b>					<b>YES<sup>2</sup></b>	<b>NO</b>	<b>Dollar Amount</b>		
<b>Email Address</b>							<b>\$</b>		
<b>OEO REGISTRY #</b>		<b>CERTIFYING AGENCY</b>					<b>Percent of Total Bid/RFP</b>		

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

## APPENDIX G

### PROVISIONS REQUIRED BY CHAPTER 17-1400 OF THE PHILADELPHIA CODE

1. **DEFINITIONS** - The terms below shall have the following meaning within this Exhibit.

1.1 **Applicant**. “Applicant” has the meaning as set forth in Subsection 17-1401(1) of The Philadelphia Code, as it may be amended from time to time. As of August 2007, that definition was “[a]pplicant means a Person who has filed an application to be awarded a Non-Competitively Bid Contract.”

1.2 **City Agency**. “City Agency” has the meaning as set forth in Subsection 17-1401(5) of The Philadelphia Code, as it may be amended from time to time. As of August 2007, that definition was “[a]ny office, department, board, commission or other agency of the City of Philadelphia.”

1.3 **City-Related Agency**. “City-Related Agency” has the meaning set forth in Section 17-1401(9) of The Philadelphia Code, as it may be amended from time to time. As of August 2007, that definition was “[a]ll authorities and quasi-public corporations which either: receive appropriations from the City, have entered into continuing contractual or cooperative relationships with the City, or operate under legal authority granted to them by City ordinance.”

1.4 **Consultant**. “Consultant” has the meaning set forth in Subsection 17-1401(6) of The Philadelphia Code, as it may be amended from time to time. As of August 2007, that definition provided that “[c]onsultant” means any Person used by Contractor to assist in obtaining a Non-Competitively Bid Contract through direct or indirect communication by such Person with any City Agency or any City officer or employee, if the communication is undertaken by such Person in exchange for, or with the understanding of receiving payment from Contractor or any other Person; provided, however, that “Consultant” shall not include a full-time employee of Contractor.”

1.5 **Contributions**. “Contributions” has have the meaning set forth in the Pennsylvania Election Code, 25 P.S. Section 3241.

1.6 **Financial Assistance**. “Financial Assistance” has the meaning set forth in Section 17-1401(16) of The Philadelphia Code, as it may be amended from time to time. As of August 2007, that definition was “[a]ny grant, loan, tax incentive, bond financing subsidy for land purchase or otherwise, or other form of assistance that is realized by or provided to a Person in the amount of fifty thousand dollars (\$50,000) or more through the authority or approval of the City, including, but not limited to, Tax Increment Financing (TIF) aid, industrial development bonds, use of the power of eminent domain, Community Development Block Grant (CDBG) aid or loans, airport revenue bonds, and Enterprise Zone or similar economic development zone designations (such as Keystone Opportunity Zones, Keystone Opportunity Expansion Zones, Keystone Opportunity Improvement Zones, and Economic Development District Zones), but not

including any assistance to which a Person is entitled under a law enacted before the Person applied for or requested such assistance.”

1.7 **Non-Competitively Bid Contract.** “Non-Competitively Bid Contract” has the meaning set forth in Section 17-1401(12) of The Philadelphia Code, as it may be amended from time to time. As of August 2007, that definition was “[a] contract for the purchase of goods or services to which the City or a City Agency is a party that is not subject to the lowest responsible bidder requirements of Section 8-200 of The Philadelphia Home Rule Charter, including, but not limited to, a Professional Services Contract, and any renewal of such a contract (other than a renewal term pursuant to an option to renew contained in an executed contract).

1.8 **Professional Services Contract.** “Professional Services Contract” has the meaning set forth in Section 17-1401(15) of The Philadelphia Code, as it may be amended from time to time. As of August 2007, that definition was “[a] contract to which the City or a City Agency is a party that is not subject to the lowest competitive bidding requirements of Section 8-200 of the Charter because it involves the rendition of professional services, including any renewal of such a contract (other than a renewal term pursuant to an option to renew contained in an executed contract).

2. **REPRESENTATIONS** Contractor makes the following representations, warranties and covenants upon which the City has relied as a material consideration for the execution and delivery by the City of this Contract:

2.1 In accordance with Section 17-1402 of The Philadelphia Code, Contractor represents that contribution(s) will not be made during the term of the Contract by Contractor or any party from which a contribution can be attributed to Contractor, that would render Contractor ineligible to apply for or enter into a Non-Competitively Bid Contract or to receive Financial Assistance under the provisions of Philadelphia Code Sections 17-1404(1) and 17-1405 and, further, that disclosures required by Subsection 17-1402(1)(b) made as part of its application to receive a Non-Competitively Bid Contract or Financial Assistance contain no material misstatements or omissions.

2.2 Contractor will not use any Subcontractor(s) that is ineligible to enter into a Non-Competitively Bid Contract with the City. To that end, Contractor will enter into a written Subcontract with each Subcontractor which requires said Subcontractor to represent that contributions will not be made that would render the Subcontractor ineligible to enter into a Subcontract pursuant to Chapter 17-1400 of The Philadelphia Code. It shall not be a violation of this Subarticle 2(2) if Contractor fails to disclose a contribution made by a Subcontractor because the Contractor was unable to obtain such information from the Subcontractor, provided that the Contractor demonstrates that it used reasonable efforts to attempt to obtain such information, including, at a minimum:

- (a) Entering into a written agreement with the Subcontractor for such Subcontractor’s services before Contractor filed its application for the Contract;

- (b) Including in such Subcontract a provision requiring Subcontractor to provide the Contractor in a timely manner with all information required to be disclosed under the provisions of Code Chapter 17-1400 and providing that the Subcontract will be terminated by the Contractor if Subcontractor fails to provide all required information on a timely basis and that no further payments, including payments owed for services performed prior to the date of termination, will be made to Subcontractor, by or on behalf of the Contractor, as of the date of such termination;
- (c) Communicating regularly with the Subcontractor concerning the Subcontractor's obligations to provide timely information to permit the Contractor to comply with all provisions of Code Chapter 17-1400; and
- (d) Invoking the termination provisions of the Subcontract in a timely and full manner.

Contractor will promptly report any such disclosures required hereunder, or lack of apparently required disclosures, to the City. The same terms and conditions of this Subarticle 2(2) shall apply to excuse the obligations of Contractor and Consultant under Subarticle 2(4) below, with appropriate adjustments to the identity of the parties.

2.3 In addition to remedies set forth in Article \_\_\_\_ of the Agreement, breach of any of these representations shall constitute an event of default and render the Contract voidable at the City's option, and shall make Contractor liable for liquidated damages to the City in the amount of ten percent (10%) of the maximum payments to Contractor allowed under the Contract, regardless whether actually paid.

2.4 Subject to Subsection 17-1402(2)(b) (Failure to Disclose Consultant's Contributions) of The Philadelphia Code, Contractor shall, during the term of the Contract and for one (1) year thereafter, disclose any contribution of money or in-kind assistance Contractor or any Consultant has made during such time period to a candidate for nomination or election to any public office in the Commonwealth of Pennsylvania or to an individual who holds such office, or to any political committee or state party in the Commonwealth of Pennsylvania, or to any group, committee or association organized in support of any such candidate, office holder, political committee or state party, and the date and amount of such contribution. Such disclosure shall be made on a form provided by the Department awarding the Contract, and the form shall be signed and filed with such Department within five (5) business days of the contribution. The Department receiving the disclosure form shall forward copies to the President and Chief Clerk of Council, and to the Mayor, Finance Director, Procurement Department, and the Department of Records. The attribution rules of Philadelphia Code Section 17-1405 shall apply to determine what contributions must be disclosed under this provision as contributions of Contractor or of a Consultant.

2.5 Contractor shall, during the Term of the Contract and for one year thereafter, disclose the name and title of each City officer or employee who, during such time period, asked Contractor, any officer, director or management employee of Contractor, or any Person representing Contractor, to give money, services, or any other thing of value (other than a Contribution as defined in Section 17-1401) to any Person, and any payment of money, provision of services, or

any other thing of value (other than a Contribution as defined in Section 17-1401) given to any Person in response to any such request. Contractor shall also disclose the date of any such request, the amount requested, and the date and amount of any payment made in response to such request. Such disclosure shall be made on a form provided by the Department awarding the contract, and the form shall be signed and filed with the Department within five (5) business days after a request was made or a payment in response to a request was made, as the case may be. The Department receiving the disclosure form will forward copies to the President and Chief Clerk of Council, and to the Mayor, Finance Director, Procurement Department, and the Department of Records.

2.6 In accordance with Subsection 17-1402 (1)(e)(iv) of The Philadelphia Code, Contractor shall, during the term of the Contract, disclose the name and title of each City officer or employee who directly or indirectly advised Contractor, any officer, director or management employee of Contractor, or any Person representing Contractor that a particular Person could be used by Contractor to satisfy any goals established in the Contract for the participation of minority, women, disabled or disadvantaged business enterprises. Contractor shall also disclose the date the advice was provided, and the name of such particular Person. Such disclosure shall be made on a form provided by the Department awarding the contract, and the form shall be signed and filed with the Department within five (5) business days after Contractor was so advised. The Department receiving the disclosure form will forward copies to the President and Chief Clerk of Council, and to the Mayor, Finance Director, Procurement Department, and the Department of Records.

2.7 Survival. The above representations, warranties and covenants shall continue throughout the Term of this Contract and shall survive for one (1) year thereafter; provided, however, that if Contractor is a recipient of financial assistance, Contractor shall be subject to such representations, warranties and covenants for a period of five (5) years after receiving such assistance. In the event said representations, warranties and covenants are, or become, untrue or inaccurate, Contractor shall promptly give notice thereof to the City, specifying the manner in which said representation, warranty or covenant is untrue or inaccurate.

2.8 Pursuant to Section 17-1406(6) of The Philadelphia Code, the requirements of this subsection 2 do not apply to Contractor if Contractor is a governmental agency or not-for-profit corporation established by the City.

### **3. APPLICABILITY TO CITY RELATED AGENCIES**

3.1 If Contractor is a City-Related Agency, Contractor shall abide by the provisions Chapter 17-1400 of The Philadelphia Code in awarding any contract(s) pursuant to this Contract as though such contracts were directly subject to the provisions of Chapter 17-1400, except that the exception set forth at Section 17-1406(8) of The Philadelphia Code shall apply to Contractor as if Contractor were listed in that subsection.

3.2 Unless approved by the City to the contrary, any approvals required by Philadelphia Code Chapter 17-1400 to be performed by the City Solicitor shall be performed on behalf of a City-Related Agency by its General Counsel; any approvals required to be performed by the Director of Finance shall be performed on behalf of the City-Related Agency by its Chief Financial Officer; and any approvals required to be performed by the Mayor shall be performed on behalf of the City-Related Agency by its Executive Director. Any notices required to be sent under Chapter 17-1400 to designated City officials, shall be sent in electronic form to those designated City officials.

#### **4. REMEDIES**

In addition to and not in lieu of the remedies set forth in Article \_\_ of the Agreement and elsewhere herein, the following remedies provided in Chapter 17-1400 of The Philadelphia Code shall apply:

Pursuant to Section 17-1407, Prohibited Conduct; Penalties; Remedies: No Applicant shall make a material misstatement or omission in the disclosures required by Section 17-1402(1)(b); and no Contractor shall make a material misstatement or omission in the disclosures required by Section 17-1402(1)(e); and no Person seeking Financial Assistance shall make a material misstatement or omission in the disclosures required by Section 17-1404(3)(a). If an Applicant makes material misstatements or omissions in the disclosures required by Section 17-1402(1)(b), or if a Contractor makes material misstatements or omissions in the disclosures required by Section 17-1402(1)(e), such Applicant or Contractor shall be prohibited from entering into any Non-Competitively Bid Contract for a period of from one (1) to three (3) years, and such act shall be subject to a fine of the Maximum Fine Amount, as defined herein. If a Person seeking Financial Assistance makes material misstatements or omissions in the disclosures required by Section 17-1404(3)(a), such act shall be subject to a fine of the Maximum Fine Amount, as defined herein. For purposes of this subsection (2), the “Maximum Fine Amount” shall be seven hundred dollars (\$700) for violations committed during calendar year 2005; eleven hundred dollars (\$1,100) for violations committed during calendar year 2006; fifteen hundred dollars (\$1,500) for violations committed during calendar year 2007; nineteen hundred dollars (\$1,900) for violations committed during calendar year 2008; and two thousand dollars (\$2,000) for violations committed thereafter.

**APPENDIX H  
CITY OF PHILADELPHIA TAX AND REGULATORY  
STATUS AND CLEARANCE STATEMENT  
FOR APPLICANTS**

**THIS IS A CONFIDENTIAL TAX DOCUMENT NOT FOR PUBLIC DISCLOSURE**

This form must be completed and returned with Applicant’s proposal in order for Applicant to be eligible for award of a contract with the City. Failure to return this form will disqualify Applicant’s proposal from further consideration by the contracting department. Please provide the information requested in the table, check the appropriate certification option and sign below:

Applicant Name	
Contact Name and Title	
Street Address	
City, State, Zip Code	
Phone Number	
Federal Employer Identification Number or Social Security Number:	
Philadelphia Business Income and Receipts Tax Account Number (f/k/a Business Privilege Tax) (if none, state “none”)*	
Commercial Activity License Number (f/k/a Business Privilege License) (if none, state “none”)*	

\_\_\_ I certify that the Applicant named above has all required licenses and permits and is current, or has made satisfactory arrangements with the City to become current with respect to the payment of City taxes or other indebtedness owed to the City (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), and is not in violation, or has made satisfactory arrangements to cure any violation, or other regulatory provisions applicable to Applicant contained in The Philadelphia Code.

\_\_\_ I certify that the Applicant named above does not currently do business, or otherwise have an economic presence in Philadelphia. If Applicant is awarded a contract with the City, it promptly will take all steps necessary to bring it into compliance with the City’s tax and other regulatory requirements.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

\* You can apply for a City of Philadelphia Business Income and Receipts Tax Account Number or a Commercial Activity License on line after you have registered your business on the City’s Business Services website located at <http://business.phila.gov/Pages/Home.aspx>. Click on “Register” or “Register Now” to register your business.