Purchase and Installation of Telephone Hardware and Network Equipment for City Telecommunications System

T6Z61310

Issued by: **CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT**

Required by: **Various Departments**

Bid Opening Date:	**March 7, 2016**
Bid Opening Time:	**10:30 AM Philadelphia Local Time**
Location for Bid Opening:	**MUNICIPAL SERVICES BUILDING - ROOM 170A** **1401 JFK BOULEVARD, PHILADELPHIA PA 19102**
Buyer:	**S. Brown**
Spec. Writer:	**S. Justice**

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

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

NAME AND ADDRESS OF FIRM:

FEDERAL EIN/SOCIAL SECURITY NUMBER:

BID QUESTIONS

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

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

This Invitation and Bid is issued under the Anti-Discrimination Policy described in the Mayor's Executive Order, policy and guidelines as attached. Specific instructions must be adhered to and forms completed. Bidders are advised to review the instructions carefully. Failure to comply may disqualify the bidder. The specified ranges represent the percentage of Minority, Woman and Disabled participation that should be attained by the Bidder. Any and all questions about Executive Order 03-12 and bidder compliance should be directed to the Office of Economic Opportunity (OEO) office at (215) 683-2071.

PARTICIPATION RANGES:

M-BE: 15% to 20%

AND

W-BE: 10% to 15%

DS-BE: BGFE

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

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

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

Trevor Day
Acting Procurement Commissioner

SECTION 1: GENERAL BID SUBMISSION

1.1 **TITLE: Purchase and Installation of Telephone Hardware and Network Equipment for City Telecommunications System**

SCHEDULE NO: 498

1.2 **CONTRACT TERM**: Date of Award through one (1) year ("Initial Term"), with an option to renew for up to three (3) additional one (1) year periods, ("the Renewal Term") exercisable, at the City's sole discretion, as of the expiration of the Initial Term or the current Renewal term. The City may, at its sole discretion, renew the contract for up to three (3) months at the beginning of each renewal period (the "Additional Performance Period"), if a decision has been made not to renew the contract for an entire year.

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

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

1.3 **CONTRACT TYPE: REQUIREMENTS**

1.3.1 The following items are required in the operation of various City agencies as ordered. Exact quantities cannot now be determined but estimates thereof are listed herein. Quantities listed may be increased or decreased to meet the requirements of the City during the period of this contract. A minimum is not guaranteed.

Purchase orders issued as a result of this bid will be for materials or services to be delivered generally on an as-needed basis. Successful bidder(s) are cautioned not to deliver any materials or services without first being advised to do so by the ordering agency through a purchase order or other authorized document from the Procurement Department.

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

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

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

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

1.5 **STATEMENT OF DIRECTION:**
It is the intent of the City of Philadelphia to make an award for the **Purchase and Installation of Telephone Hardware and Network Equipment for City Telecommunications System** for the various City agencies and departments as specified herein during the contract period.

1.6 **GENERAL BID INFORMATION**:

1.6.1 **Overview** - It is the intent of these specifications to provide additions to the telecommunications system to be installed in specified locations of the City of Philadelphia. The bid includes two components:

1) Telephone Equipment and Installation Services
2) Telecommunications Network Equipment and Installation

Bidders may choose to provide a response to one or more of these components. The City may award the whole bid to a single Contractor, or the City may opt to award the bid by each component, according to pricing received for each of the two components. The telecommunications system, including additions, will have continuous operation on a 24-hour day, seven days a week basis.

1.6.2 Instructions as set forth in the following paragraphs are addressed to the contractor and its subcontractors. It is hereby understood that if an article of hardware is mentioned in the specifications, it shall be provided as part of this contract. Each operation prescribed shall be performed according to suitable conditions, including those specifically stated.

1.6.3 All labor, equipment and necessary auxiliary items shall be furnished so as to fully carry out the intent of the specification even though these items may not be specifically mentioned. Before submitting bids, bidders shall familiarize themselves thoroughly with the requirements of the specifications for the work to include all items of work that pertain thereto or are required of them to satisfactorily complete the work.

1.6.4 Whenever the title "Senior Communications Manager" is used throughout these documents it shall mean the Senior Communications Manager designated by the Office of Innovation and Technology (OIT), 1234 Market Street 18th Floor Philadelphia, PA 19107, or any substitute designated by the Senior Communications Manager. The Senior Communications Manager shall resolve all questions that may arise in relation to the intent of the specifications and drawings. Any explanations and drawings requested by the Contractor shall be referred to the Senior Communications Manager.

1.6.5 **Supplementary Definitions**:

a. **Owner** The City of Philadelphia

b. **Department** Office of Innovation and Technology (OIT), City of Philadelphia, except as another department of the City is identified.

c. **Written Notice** Notice in writing delivered or sent by mail to last known business address of the addressee. A registry receipt signed by or on behalf of the addressee shall be conclusive evidence but not the only evidence of receipt of such notice.

d. **EBO** Embedded Base Organization Present owner of all on premise telephone equipment is the City of Philadelphia.

e. **LEC** Local Exchange Carrier.

f. **Work** All matters or things to be furnished or done by or on the part of the Contractor

1.7 **BID SECURITY:**

1.7.1 Bid Security will be based on the extended total amount stated in Section 5, which is the extended total amount for the estimated quantities in Sections 5.1, 5.2., 5.3A through 5.3D plus the extended total amount for the estimated quantities in Section 5.4.

1.7.2 Bidders must submit, with their bid a Bid Bond on the enclosed City form - Attachment A, in the amount of 10% of the extended total amount computed and entered in Section 5. A bid which is not accompanied by this required security shall be rejected. For the purposes of this bid only, Paragraph 2 of the "Terms and Conditions of Bidding and Contract" does not apply.

1.7.3 Bid Security may be retained by the City and forfeited by the bidder if the bid is accepted, a contract thereon is awarded and the bidder shall fail to enter into an Agreement in the form prescribed, or fail to furnish the required bonding and insurance documents within fifteen (15) days after such award is made by the City. The City reserves the right to pursue any other rights or remedies it might have against the bidder in such a case, legal or equitable, including but not limited to the right to hold the bidder liable for any increased costs incurred by the City as a result of the Proposer's failure to contract with the City.

1.8 **BID INFORMATION**:

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

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

1.8.3 Contractors are urged to carefully review the specifications and requirements of this bid.

1.9 **BID SUBMISSION**:

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

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

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

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

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

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

1.9.7 Bidders shall carefully examine the specifications, and, by submitting a bid, represent that the bid has been read and understood.

1.9.8 **SUBCONTRACTORS:**
The City must approve all subcontractors in advance. A list outlining the subcontractors to be used shall be provided with the bid (See Section 2.3.13 below).

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

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

1.9.11 **LOCAL BIDDING PREFERENCE**

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

Bidder's LBE Certification Number_____

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

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

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

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

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

NOTE: If you wish to apply for Local Business Entity (LBE) certification, go to www.phila.gov/bids. Please provide sufficient time prior to bidding for processing of the LBE application. The Procurement Commissioner reserves the right to request any additional or clarifying information at any time prior to award of the contract, and during the performance of the contract.

1.9.12 **CONTACT PERSON(S):**

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

Name:_____

Address:_____

City/State/ZC:_____

Telephone No.(_____)_____ Ext.:_____

Fax No.(_____)_____

E-mail address_____

State Company Web Site Address:_____

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

Name:_____

Address:_____

City/State/ZC:_____

Telephone No.(_____)_____ Ext.:_____

Fax No.(_____)_____

E-mail address_____

1.9.13 **BID QUESTIONS OR PROBLEMS**

In preparing the bid response, should any bidder need clarification on the bid requirements, identify a discrepancy in the specifications, determine that a specified product has been discontinued or an alternate procedure is advised, etc.; then the bidder is **STRONGLY** encouraged to bring these issues to the attention of the Procurement Department prior to the bid opening by emailing bid.info@phila.gov, or by addressing a letter or fax (fax # 215-686-4727) to the Buyer. **Questions, whether written or faxed, should be received no later than three (3) business days after the scheduled Mandatory Pre-Bid Meeting referenced in Paragraph 1.11 below. The City reserves the right to only respond to those questions submitted prior to the stated deadline.** The City will respond to questions it considers appropriate to this Invitation and Bid and of interest to all bidders, but reserves the right, in its discretion, not to respond to any question. The City reserves the right, in its discretion, to revise questions. No oral response to any bidder question by any City employee or agent shall be binding on the City or in any way considered to be a commitment by the City.

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

The City of Philadelphia, Procurement Department will notify all bidders in writing, by addendum duly issued, of any interpretations/changes made to specifications or instructions. The City will not accept responsibility for oral instructions, suggestions or changes by any City agency.
Otherwise the successful bidder will have to provide the product or service exactly as defined in this Invitation and Bid and in accordance with the specifications and requirements listed in this Invitation and Bid.

1.10 **BIDDER'S QUALIFICATION:**

1.10.1 For consideration of an award with respect to the Telephone Equipment sections of this bid (Sections 5.1-5.3D), Contractor must have a minimum of six (6) employees who are NEC Corporation of America certified technicians and one (1) administrator. The contractor shall furnish, on a separate attachment, the names of the six (6) NEC certified technicians and one (1) administrator the contractor intends to utilize during the term of this contract. Failure to submit the requested attachments may disqualify your bid.

1.10.2 If contractor is offering equipment other than NEC Corporation of America for new installations, the contractor must have a minimum of six (6) employees who are certified technicians and one (1) administrator for the equipment offered. Contractor shall furnish, on a separate attachment, the names of the six (6) certified technicians and one (1) administrator the contractor intends to utilize during the term of this contract. Such information must be submitted in addition to that set forth in Para. 1.7.1 above. Failure to submit the requested attachments may disqualify your bid.

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

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

SECTION 1:

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

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

SECTION 2:

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

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

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

1.11 **MANDATORY PRE-BID MEETING:**

A Mandatory Pre-Bid Meeting was held on Wednesday November 18, 2015 at 1:00 PM for Bid #S6Z61310. Only those vendors who attended the Mandatory Pre-Bid Meeting for Bid #S6Z61310 and are subsequently qualified by the City will be eligible for award of Bid #T6Z61310.

SECTION 2: GENERAL REQUIREMENTS/SPECIFICATIONS

2.1 **SCOPE**

The intent of this specification is to have the Contractor furnish only or furnish and install, on a "Requirement Basis," (i.e. as requested by the City), telephone equipment and network equipment for the City's data/telecommunications systems.

2.1.1 The telephone communications equipment and installation shall be provided as follows:

a. The telecommunications equipment, all appurtenances and all wiring to be connected to the closet junction block or terminal block location which can be considered the Local Exchange Carrier (LEC) demarcation point.

b. The intent is to make the telephone instrument entirely operational and to be compatible with the LEC Equipment and/or Embedded Premises Equipment.

c. The area covered by this specification is any City owned or rented facility in the City of Philadelphia.

d. The Telecommunications equipment installed shall be connected to either Centrex or Non-Centrex systems. Equipment installed shall be 1A2 or, in most applications, electronic systems.

e. The best estimate of our needs for the initial term is 300 single line telephones and 2200 multi-line telephones. However, this award does not commit the City of Philadelphia to the purchase of any specific number of either type telephones.

2.1.2 In addition to telephone equipment, it is the intent of this specification to have the Contractor furnish or furnish and install on a requirement basis telecommunications network equipment which may be needed by the City for use in its data communications network. Examples of the network equipment which potentially may be obtained pursuant to this bid includes the following:

Blue Coat Systems complete product portfolio

Pulse Secure complete product portfolio

F5 Networks complete product portfolio

Fiber jumpers SM/MM all lengths

CAT 5e/6 patch cables all length

2.1.3 If the City issues the Contractor several installation requests in the same time frame for telephone equipment or telecommunications network equipment, sufficient numbers of installation crews shall be required to provide a timely completion of jobs. Contractor must provide this without causing delays. Subcontractors can be used by the Contractor to accomplish this type of installation. A list of subcontractors shall be provided by the Contractor with his bid. Subcontractors shall be approved by the Senior Communications Manager of Unified Communications in advance (See Section 2.3.13 below).

2.1.4 Additional equipment and consulting, design or installation services may be required in performance of this bid. These may include, but are not limited to:

- Video Conference Equipment and Services
- Audio Conference Equipment and Services
- Cabling work only
- Procurement of labor for telecommunications network equipment installation and service tasks other than telephone installation
- Procurement of specialized data hardware required in conjunction with communications services
- Design and provide solutions for City of Philadelphia specialty circuits

2.1.5 Specifically excluded from purchase under the contract resulting from this Invitation and Bid are PCs, laptops, and network servers.

2.2 GENERAL

The following sections listed below shall be considered as an essential part of this specification.

2.3 WORKMANSHIP

2.3.1 **Article/Item**

Any article/item called out on the service request and/or required to fulfill the requirements of the service request shall be a new, current product at the time of the bid opening. In the event that any article/item has been discontinued the City shall accept refurbished equipment.

Each article/item shall be constructed of first-class material and be of first-class workmanship and must perform the functions for its intended use.

All like articles/items required shall be the product of one manufacturer and shall be compatible with each and every instrument they serve.

All telephones must be of equivalent quality to Cortelco 2500 Touch Tone sets, and D-Term 300 Series 12/button sets. These are considered to be the industry standard instruments which historically have been installed by telephone operating companies in the United States and Canada.

We have included in this category, the top of the line instruments and Nortel key equipment manufactured by NEC Corporation of America, ITT, Cortelco and Nortel. Should any instruments other than these be recommended, the burden is on the bidder to prove that they meet this level of quality. All electronic key equipment shall be compatible with the City's existing systems made up of equipment manufactured by NEC Corporation of America and Nortel.

2.3.2 **Telephone Equipment Installations**

The installation and wiring shall be done in a professional manner keeping the wiring hidden as much as possible. If the wiring is installed across the floor, it shall be protected by floor mold and be approved by the Senior Communications Manager in advance. All cable installation shall be compatible with Electronic Industries Alliance (EIA) / Telecommunication Industries Association (TIA) 568 A & B, 569 Standards. The entire installation shall meet all Building, Electrical and Telecommunication Codes. Response time to start and complete installation shall coincide with dial tone installation as provided by Local Exchange Carrier.
All installations shall be subject to inspection at any time by the City Senior Communications Manager or his representative for accuracy, neatness and conformance to industry standards.

2.3.3 **Service Shops**

The Contractor providing Telephone Equipment shall have a full service department within 25 miles of City Hall, City of Philadelphia. Shop location must be specified below. The repair of the equipment shall be made by the manufacturer or an authorized agent of the manufacturer. A letter of manufacturer's repair authorization shall be included with the bid.

Bidder to state location of service shop as required in Section 2.3.3 above:

_____

_____

_____

_____

2.3.4 **Service Request**
The Contractor shall provide the necessary installation services and equipment as requested on the service request and in the location/area called out on the service request.

2.3.5 **Request for Service**
All requests for service shall be responded to physically on site within four (4) hours if requested before 11:00 A.M. and shall be responded to physically on-site by 9:00 A.M. the following morning if requested after 11:00 A.M. Contractor staff shall be available to respond to requests for routine service during the normal work week, Monday to Friday, 9:00 A.M. to 5:00 P.M.

2.3.6 **Emergency Calls**
Emergency calls as designated by the Senior Communications Manager shall be responded to physically on-site within two (2) hours, without regard to whether or not the request is initiated during the normal work week as specified above in Section 2.3.5. Emergency calls shall be responded to twenty-four (24) hours per day, seven (7) days per week. Emergency work shall be required to be performed after the normal working hours of the trade, or on weekends and holidays, but may be listed at a designated higher emergency service rate.

2.3.7 **Warranty**
The twelve (12) month warranty on installed Telephone Equipment items (See Section 2.6 below) and Telecommunications Network Equipment Components shall start from the acceptance of the installation of the equipment. The Warranty shall include on-site visit(s) and shall include the repair/replacement of the equipment at no cost to the City.

2.3.8 **Coordination**
The Contractor's representative (liaison person) must coordinate all service and installation requests with the Senior Communications Manager and the LEC.

2.3.9 **Federal Communications Commission (FCC) Rules and Regulations**
The telephone equipment and telecommunications network equipment supplied and installed shall fully comply with the manufacturer's requirements set forth by the FCC Rules and Regulations and shall be fully compatible with the LEC Equipment and/or Embedded Premises Equipment. Thus, contractor must especially meet the FCC-Part 68 and FCC-Part 15 Publications and also comply with National Electrical Codes, City Codes and State Codes and Standards.

2.3.10 **Associated Equipment**

Although the City expects that most installations shall be of items on an equipment list as specified in Section 2.4 below, the City may require the Contractor to install any of the following:

a Intercommunication Equipment

b Line Status Indicators

c External Signaling Devices

d Common Ringers

e Illumination internally in the set and/or also externally

f Speaker Phones

g Automatic Dialers

h Handset Cords of varying lengths

i Headsets

j Any other related Communication Equipment

2.3.11 **Types of Calls**

The telephone installation request shall specify the type of calls that can be made on the telephone. These shall be limited to the following:

(a) Intramunicipal

(b) Philadelphia Only

(c) Philadelphia and Suburbs

(d) Unrestricted to the World

The calls shall be central office controlled or switch controlled.

2.3.12 **Liaison Person**

The Contractor after receiving the bid award shall provide the name, telephone numbers, (including cell phone with 24 hour access) of one person and one alternate who shall act as Liaison Officer with the City's Telephone Service Request Unit.

2.3.13 **Subcontracts**

The Contractor can, if necessary, use approved subcontractor forces to provide timely completion of multiple installation requests within the same time frame.

The City must approve all subcontractors in advance. A list outlining the subcontractors to be used shall be provided with the bid.

An additional instance to use a subcontractor would be to do work associated with existing equipment presently owned by the City.

2.3.14 **Project Planning**

The City may request the Contractor to provide at the Contractor's expense, a survey and a budgetary estimate for potential new or renovated telecommunications system installations for City Agencies/Departments. The request for the survey and estimate does not guarantee, imply, or warrant that the City will authorize or award the proposed work to the contractor.

2.4 EQUIPMENT

The basic equipment shall include the following:

2.4.1 Basic Telephone

(A) Single line telephone

The basic telephone shall be a desk type instrument (color to be decided later) with a push button dial and be fully modular. The handset cord shall have the modular connector plugs at both ends and the cord shall be a minimum of 6-foot flat, retractile cord (approximately 18 inches in the coiled position). The desk instrument shall have the modular jack necessary for the modular handset cord. The basic telephone shall have the capability to be plugged directly into the miniature 6-position jack (FCC Part 68).

(B) 1A2 Multi-Line Telephone

The multi-button telephone sets are to be connected to the standard 25, 50 or 75 pair cable terminated with an in line 50 terminal ribbon and shall have a cable whose length shall be at least 8 1/2 feet.

2.4.1.1 Dials

(a) Push Button

The push button instrument shall be compatible with LEC's Touch-Tone network. The instrument shall have ten push buttons that are individually numbered and lettered.

The button marked with an asterisk (*) and the button marked with a crosshatch or pound (#) provide special service. The numbers and letters shall be in marked contrast to the color elected for the telephone housing.

(b) Handset

The handset shall include the handle, caps, transmitting unit, receiver unit and the modular jack for the handset cord. The handle and the caps shall be molded of the same type premium quality plastic as the telephone housing and shall be the same color.

(c) Desk Housing

The desk housing and base shall contain the handset cradle hookswitch assembly, all required parts and/or electronic circuitry including a ringer with adjustable volume control. On the base plate, there shall be the following information:

(a) Manufacturer's Name

(b) Ringer Equivalence Number (REN)

(c) FCC Registration Number

(d) Device Model Number

(e) Production Date Code

2.4.2 **Six-Button Telephones**

The Six-Button Telephone shall consist of the basic telephone and shall have the following additions:

(a) Six buttons to provide access to a maximum of five lines

(b) The left hand red button is used to place a hold on one or more outside lines

(c) The five right hand buttons are used for line pickup.

(d) A single lamp beneath each of the five (5) pickup buttons to indicate the status of the associated line, whether it is busy, on hold or has an incoming call.

2.4.3 **Multi-Button**

The multi-button telephone, that is, anything that encompasses the 10, 18, 20 or 30 button configuration shall have the capabilities of the six-button set, listed in Section 2.4.2, except expanded to the multi-button requirements.

2.4.4 **Cable and Connectors**

Single Line Telephone
The cable for a single line telephone shall be a 4-pair cable appropriate for the condition of the service request. The connector shall be a universal service order code (USOC) RJ series wall jack. The cable shall be a minimum of 8-1/2 feet.

Six-and Multi-Button Telephone
The cable for the six- and multi-button telephone sets shall be the standard 25-, 50- or 75-pair terminated in an in-line connector to match the pigtail 50 terminal miniature ribbon connector emanating from a wall/floor box.

2.4.5 **Digital/Voice Over Internet Protocol (VoIP) Telephones**

2.4.5.1 All electronic equipment shall be NEC Corporation of America/Nortel. Electronic telephones shall have the ability to alter and upgrade system functions by changing instructions in the software program, without rewiring or interruption of service. In addition, they shall have the following:

(a) Call Pickup

(b) Centrex Compatibility

(c) Push Button Dialing

(d) Last Number Redial

(e) Fully Modular Instrument (Standard Modular Connection)

(f) Speed Dialing

(g) Conference, Multi-line and Multi-Line with Intercom

(h) Call Forwarding

(i) Voice Messaging Lamp

2.4.5.2 **Digital/Voice Over Internet Protocol (VoIP)**

Telephone Set Description

Electronic telephone sets shall have the following minimum features:

8-line/non-display terminal function keys

7 dedicated function keys

8 programmable line/feature keys

8-line display terminal

7 dedicated function keys

8 programmable line/feature keys

2 color LED to show line status

2 line display that shows date, time, call duration, call-back messages.

16-line/non-display terminal

2 color LED to show line status

7 dedicated function keys

16 programmable line/feature keys

16-line display terminal

7 dedicated function keys

16 programmable line/feature keys

2 line display that shows date, time, call duration, call-back message, calling party name and number

20 speed dial keys that are user programmable

LED next to speed dial key position to show station busy status

2 color LED to show line status

Plug in options that include adapters for simultaneous voice and data transmission. Off-hook announcement, and complete hands-free operation.

24-line display terminal

8 dedicated function keys

24 programmable line keys

2 line display that shows date, time, call duration, call-back messages, calling party name and number

2 color LED

12 programmable one-touch keys

2.4.6 **Digital/Voice Over Internet Protocol (VoIP) Telephone Equipment**

2.4.6.1 Telecommunications Equipment and Accessories as defined in this Invitation and Bid.

Bidder to provide the following information for each type of system proposed.

Manufacturer _____

Model No. (s)_____

It shall be the bidder's responsibility to duplicate this format for each of the systems below:

NEC 2000 IVS

NEC 2400 IMS or equivalent

NEC UNIVERGE SV8000 SERIES

NEC UNIVERGE SV8100 SERIES

NEC UNIVERGE SV8300 SERIES

NEC UNIVERGE SV8500 SERIES

NEC UNIVERGE SV9300 SERIES

NEC UNIVERGE SV9500 SERIES

Professional Level I

Professional Level II

Professional Level II advanced

Elite IPAX

Note: Bidder must be able to procure and support all NEC Univerge SV8000 and NEC Univerge SV9000 series.

2.4.6.2 The features listed below are the minimum required by the City of Philadelphia. Failure to provide any of the features of any equipment proposed will be considered by the City of Philadelphia to be in non-compliance with the bid specification.

Digital/Voice Over Internet Protocol (VoIP)

Telephone/System Feature Requirements:

Account Code

Add-on Module

Alarm Indications

Alpha-Numeric Display

Answer Key

Attendant Assisted Calling

Attendant Busy Lamp Field

Audible Indication Control

Call Waiting

Centrex Compatible

Common Route In-Dial

Individual Trunk Access

Multiple Console Operation

Time Display

Unsupervised Trunk to Trunk Transfer by Attendant

Automatic Recall

Background Music

Boss/Secretary Calling

E & M Tie Line Access

Executive Calling

Executive Override

External Paging with Meet Me

Flexible Line Key Assignment

Flexible Numbering Plan

Flexible Ringing Assignment

Hand-Free Answer Back

Exclusive Hold

Non-Exclusive Hold

Hot Line Capability

Internal Voice/Tone Signaling

Last Number Redial
Line Lockout
Line Preselection
Configuration Report
Maintenance Printout
Code Calling Equipment Access
Dictation Equipment Access
Foreign Exchange Access
Radio Paging Equipment Access
Wide Area Telephone Service (WATS) Access
Trunk Transfer Any Station
Off-Hook Alarm
Power Failure Transfer
Priority Call
Privacy/Privacy Release
Private Lines
Hands-Free Unit
Microphone Control
Off-Hook Voice Announcement
Prime Line Pickup
Recall Call
Ring frequency Control
Volume Control
Reserve Power
Return Message Schedule Display
Ringing Line Pickup
Save and Repeat
Software Line Appearance
Station Hunting
Station Message Detail Recording (SMDR)
Station Speed Dialing

System Speed Dialing
Call Back
Call Forwarding
Call Forwarding - All Calls
Call Forwarding - Busy Line
Call Forwarding - No Answer
Call Forwarding - Destination
Call Forwarding - Override
Call Pickup Group
Call Transfer - All Calls
Class of Service
Code Restriction
Conference Capability
Delayed Ringing
Diagnostics
Dial Conversion
Direct Digital Interface
Direct Inward Dialing
Direct Outward Dialing
Distinctive Ringing
Do Not Disturb
Tie-Line Tandem Switching
Trunk Direct Appearance
Trunk to Trunk Connection
Variable Timing Parameters
Voice Mail Integration

2.5 WORK REQUIREMENTS

2.5.1 The Contractor shall conform to all existing Federal and State Regulations concerning the work and work area, and comply with the City of Philadelphia regulations and standards.

The Contractor shall be aware of the procedures and requirements concerning asbestos during any construction within any City building. The Contractor may obtain this information from the City by requesting it.

2.5.2 The Contractor, upon request, may be allocated certain areas for the storage of materials and equipment. Arrangements for these areas shall be made through the Senior Communication Manager. Should the construction of temporary storage structures be permitted at no cost to the City, they shall conform to all applicable City regulations. No tools, equipment, or materials of any kind may be stored in unsecured areas.

2.5.3 The materials and manufactured parts used in the work shall be new and the best of their several kinds. They shall conform to the requirements of these specifications and shall be those best adapted for the kind of service required. Material shall be the product for the kind of service required. Materials shall be the product of reputable and well-established manufacturers who are regularly engaged in the manufacture of the particular materials which they propose to furnish, and who are equipped for the production of materials of the highest grade.

Where no detailed requirements are specified for materials or for the methods of testing materials or equipment, they shall be determined by the latest specifications of the American Society for Testing Materials and the EIA. All materials and material supplies shall be subject to the approval of the Senior Communications Manager.

2.5.4 After the contract is signed and before any work is started, the Contractor, if so requested, shall submit to the Senior Communications Manager for his approval, duplicate samples of the materials to be used, provided these materials are not covered by shop drawings or other guarantee of quality. Only approved samples may be installed in the system. If during the course of the contract it becomes necessary to change materials for whatever reason, new samples shall be submitted to the Senior Communications Manager for his approval.

2.5.5 The Contractor shall be deemed and considered an independent contractor in respect to the work covered by the contract, and shall assume all risks and responsibility for casualties of every description in connection with the work. The Contractor shall have charge of the entire work until completion and acceptance, and shall alone be liable and responsible for any accidents to person and any loss or damage to property, buildings, or adjacent work that may occur as a consequence of or during the progress of the work under this contract, whether such damage or accident be due to negligence of Contractor, its agents, employees or subcontractors, or whether such damage or accident be due to the inherent nature of the work.

It is not the intention of this section or of anything herein provided to confer a third party beneficiary right of action upon any person whatsoever and nothing herein before or hereinafter set forth shall be construed so as to confer upon any person other than the City of Philadelphia a right of action either under this contract or in any manner whatsoever.

2.5.6 The Contractor shall provide for the care and protection of the work under the contract by:

a. Affording protection to all adjacent areas and repair any and all damage to adjacent areas at no expense to the City in a manner approved by the Senior Communications Manager.
b. Complying with all requirements of all Federal, State and Local laws and good engineering practices.
c. Protecting all furnished work in an approved manner.

2.5.7 The Contractor shall make all necessary arrangements with the Senior Communications Manager regarding access to work areas.

2.5.8 The Contractor must make provisions in its bid for all costs due to delays, inconveniences and interference with each item of work. The work area is currently in use and all construction and implementations will need to be scheduled on a basis maintaining traffic and employee work space access. City of Philadelphia employee work interruptions shall be kept to a minimum. In many cases the final cutover of station wiring will need to be done during non-prime or off-shift hours.

2.5.9 The Contractor shall provide, at all times, protection against rain, wind, storm, flooding, water infiltration, etc., and shall adequately cover and protect all new or existing construction likely to be damaged by such elements.

2.5.10 The City reserves the right to use or cause to be used any portion of the work prior to final acceptance.

2.6 WARRANTY

The Warranty terms below shall apply to the Telephone Equipment and Telecommunications Network Equipment components of this Invitation and Bid.

2.6.1 The Contractor shall guarantee the equipment against defectiveness of material and workmanship for a period of one (1) year from the date of completion and final acceptance by the City and shall guarantee all equipment to perform the duty specified.

2.6.2 If, within said period of guarantee, any of the equipment shall prove to be defective either in materials or workmanship, or if any part or parts of equipment furnished shall prove to be inadequate, insufficient, or defective either in design, material, or workmanship, the Contractor shall, immediately upon demand of the Senior Communications Manager, repair and replace the same in accordance with the specifications, and shall repair and replace any consequential damage to other parts or structures at the Contractor's sole cost and expense, to the approval and satisfaction of the Senior Communications Manager.

2.6.3 Subject to the limitations of Paragraph 2.6.4 below, during the warranty period Contractor shall, without cost or expense to the City, repair and replace equipment to maintain in good working order in accordance with the manufacturer's technical specifications and Contractor's representations.

2.6.4 The warranties provided herein do not cover maintenance required to repair damages, malfunctions or service failures caused by:

a. City's failure to follow Contractor's furnished operation or maintenance instructions of the Contractor supplied manual;
b. Non-Contractor repair, modification or movement of equipment;
c. Accessories, alteration, or attachment of products neither manufactured nor supplied by Contractor; or
d. Events beyond the control and without the fault of negligence of Contractor.

2.6.5 During the warranty period, Contractor will be required to perform all obligations without cost or expense to the City. If after repeated efforts, Contractor is unable to get the equipment or replacement equipment to perform as warranted, the City may, at its option, declare Contractor in default and the City shall have all rights afforded to it as are applicable on default hereunder.

2.6.6 The Contractor's performance bond must remain in effect for the warranty period notwithstanding the fact that any final payment has been made. After expiration of the applicable warranty period, the City shall have the right to order maintenance services under this contract on an annual basis at rates not to exceed those charged by Contractor to its most preferred customers; in no event shall annual maintenance services be ordered under this contract after expiration of the contract term including all renewal periods.

2.7 SPECIAL CONSIDERATIONS

2.7.1 The suppliers of the telephone instruments and appurtenances shall agree to stock and make available any and all repair parts as may be needed for all equipment furnished under this contract for a period of ten (10) years. Evidence of such agreement must be submitted with bid.

2.7.2 All work to be done in City Hall shall be scheduled in such a manner as to provide all court sessions with a minimum of noise. All work shall be scheduled when courtrooms are not in session. Work may be scheduled in the evening or on weekends as required, based on Court schedules at the normal hourly rate. Only work in hallways can be done during normal working hours.

2.7.3 All work to be done in Philadelphia Prisons must be coordinated with the Prison Authority and communicated to the Senior Communications Manager. Prior to the start of work, all personnel associated with the Contractor that will work in the prisons are to receive security clearance. The City shall provide the necessary forms that are to be used for security clearances. Only personnel having security clearances and proper identification shall be allowed to work within any prison.

2.7.4 If applicable, the Contractor shall use the City's existing inventory first, as directed by the Senior Communications Manager.

2.7.5 The Contractor shall also provide manufacturer certified training for City telephone technicians, if Contractor intends to provide a telephone equipment which is not NEC Corporation of America equipment, or as new systems come on line or on any additional key equipment furnished and/or installed as part of this contract. The training shall be class room style and the Contractor shall furnish all books, manuals and audio/video aids necessary for training at no cost to the City.

2.8 IMPLEMENTATION PLAN

2.8.1 Within thirty (30) business days after receipt of a purchase order, the Contractor shall submit to the Senior Communications Manager for his approval an implementation plan or PERT (Program Evaluation and Review Technique) chart showing the date that each section of work will be started and completed. The period of one (1) week shall be used as the unit of time on the chart.

a. Sufficient detail shall be provided in order to track and monitor the project. Upon approval, five (5) copies shall be provided to the Senior Communications Manager. Implementation shall begin upon approval of the plan/chart by the Senior Communication Manager and shall be vigorously prosecuted in order to ensure completion at the agreed date within the prescribed time limit.

b. The Senior Communication Manager shall make available any appropriate personnel the Contractor shall need to develop this implementation plan/chart.

c. The Contractor shall be responsible for keeping the implementation plan/chart updated showing progress to date and shall make appropriate personnel available for periodic status and update meetings.

2.8.2 Upon appropriation of funds, the City shall issue individual purchase orders each fiscal year to cover the work required. The contractor's obligation to deliver on such purchase orders shall not take effect until the orders are issued.

2.8.3 The contractor shall deliver this merchandise to the specific location(s) called for in this proposal and shall set it in place ready for use. He shall assemble any item(s) shipped knocked down.

SECTION 3: BID EVALUATION AND AWARD

3.1 EVALUATION:

3.1.1 Bids will be evaluated by the Procurement Department.

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

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

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

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

3.2 **AWARD:**

3.2.1 The Procurement Commissioner reserves the right to award this bid as a whole or to make up to two (2) separate awards, one (1) for the Telephone Equipment component (Sections 5.1, 5.2 and 5.3A through 5.3D), and one for the Telecommunications Network Equipment component (Section 5.4), whichever he deems to be in the best interest of the City. Bidder must bid on all items in Sections 5.1 through 5.3D to be eligible for award for the Telephone Equipment component and on all items in Section 5.4 to be eligible for award for the Telecommunications Network Equipment component.

3.2.2 The basis for award has been weighted based on the City's experience and/or expected trends. The City has estimated the quantities it believes will be used. These quantities are only estimates and are not guaranteed quantities and shall be used for the evaluation of the bids.

3.2.3 If this bid is awarded as a whole, the contract will be awarded to the responsive and responsible bidder submitting the lowest overall price quotation for the total amount for the estimated quantities in Sections 5.1 through 5.4.

If this bid is awarded according to separate pricing of the two components (Telephone Equipment and Telecommunications Network Equipment Software and Related Services), the contracts will be awarded to the responsive, responsible bidder submitting the lowest overall price quotation for the total amount for the estimated quantities in Sections 5.1 through Section 5.3D, and to the responsive, responsible bidder submitting the lowest overall price quotation for the total amount for the estimated quantities in Section 5.4.

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

3.2.5 **EVALUATION AND AWARD**

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

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

3.2.6 **PERFORMANCE SECURITY**

For purposes for this bid only, the successful bidder is required to furnish an individual performance bond, issued by a surety approved by the City in the amount of 100% of the sum of the extended total amounts provided in the Contractor's bid for the quantities in the sections for which an award is made to the Contractor.

Performance Security shall be required for any subsequent renewal periods.

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

In accordance with Philadelphia Code Section 17-104 (2), the successful bidder, after award of the Contract, will complete an affidavit certifying and representing that the bidder (including any parent company, subsidiary, exclusive distributor or company affiliated with bidder) has searched any and all records of the bidder or any predecessor business entity regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era. The names of any slaves or slaveholders described in those records must be disclosed in the affidavit.

The bidder expressly understands and agrees that any false certification or representation in connection with this disclosure and/or any failure to comply with these requirements shall constitute a substantial breach of this Contract entitling the City to all rights and remedies provided in this Contract or otherwise available in law (including, but not limited to, Section 17-104 of The Philadelphia Code) or equity and the Contract will be deemed voidable.

In addition, it is understood that false certification or representation is subject to prosecution under Title 18 Pa.C.S.A. Section 4904.

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

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

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

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

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

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

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

- Insured must be in the same name and address as the successful bidder.
- The insurance carrier must be rated "A" or better by AM Best.
- The certificate holder must be the City of Philadelphia, and specifically named as an additional insured on the certificate in the "Description of Operations section".
- Certificate must be signed by an authorized representative of the insurance company/carrier.

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

SECTION 4: CONTRACT MANAGEMENT

4.1 CITY OF PHILADELPHIA RESPONSIBILITY:

4.1.1 City departments and/or agencies will be notified by the Procurement Department of award(s) and will be provided with name of successful bidder(s), successful bidder contact(s), and applicable pricing.

Departments will prepare and submit through the appropriate review channels, a requisition detailing their specific needs and requirements to the Procurement Department. The Procurement Department shall then apply the requisition against the contract and issue a purchase order.

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

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

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

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

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

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

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

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

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

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

The City reserves the right to request the contractor to provide free demonstrations and free ninety (90) day trials of all new product enhancements and new product line products for the City to asses and evaluate. The City at the conclusion of the demonstration or trial, may request the contractor to formally submit the item as an add-on to this contract.

4.2 **VENDOR RESPONSIBILITY:**

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

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

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

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

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

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

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

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

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

Does product bid contain recycled content? YES ☐ NO ☐

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

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

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

4.2.9 **Approval of Work:**
All completed work shall be approved by the ordering department prior to approval for payment. Work must be completed in a first-class workmanlike manner to the absolute satisfaction of the City. The cost of any faulty or inadequate workmanship or parts will not be paid for by the department and must be assumed by the Contractor

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

4.2.11 Contractor is responsible, at their sole expense, for acquiring all required permits, licenses, fees, and approvals to comply with City of Philadelphia codes and regulations.

4.2.12 Payments to OEO Subcontractors

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

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

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

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

4.2.13 **MINIMUM WAGE & BENEFITS AND PREVAILING WAGE**.
If this bid is for the furnishing of services, except where services are incidental to the delivery of supplies or equipment, it is subject to Chapter 17-1300 of The Philadelphia Code and Mayoral Executive Order 03-14 which establish minimum benefits (health benefits and sick leave) and wages for employees. Please see Paragraph 29, "MINIMUM WAGE & BENEFITS AND PREVAILING WAGE." of the SS&E Terms and Conditions of Bidding and Contract.

4.3 MODIFICATIONS/CHANGES

4.3.1 Installations are considered to be normal and average for the scope of this contract. In the event that conditions arise beyond the control and without the fault or negligence of the Contractor, its agents and subcontractors that require modification of the contract for installation costs and/or materials the Contractor shall present the Senior Communications Manager with an estimate of any increases or decreases in costs prior to the start of work. Work shall not begin until written approval is obtained from the Senior Communications Manager. If there is an increase in cost, charges for said work shall be no higher than charges for similar work performed for Contractor's preferred customer(s).

If changes in design of any portion of the work or the requirements of the specifications are deemed necessary by the Senior Communications Manager, in order to carry out and complete more fully the work agreed to be performed under this contract, he may order alterations to or changes in the work covered in this Invitation to Bid, and the Contractor shall comply with such orders. If such changes increase the cost of the work to the Contractor, additional compensation will be allowed by the City.

If such changes diminish the cost of the work to the Contractor, reduction in compensation will be made accordingly. No consequential loss of profit on account of changes or of work not executed will be allowed for the Contractor, but the Contractor may be entitled to an extension of time on this account. No changes will be made except upon the written orders from the Senior Communications Manager authorizing the change and fixing the method of compensation or deduction therefore.

4.3.2 Where additions to or diminutions in the amount of work called for by the plans and specifications are ordered, or where changes are ordered in the design of the work or the requirements of the specifications which increase or diminish the cost of the work to the Contractor, adjustment in compensation therefore will be made to cover the work actually performed, in accordance with the order of the Senior Communications Manager, as follows:

a. For work covered by the several classifications for which applicable prices are bid in the bid, payment or deduction will be made in accordance with the price bid.
b. For work which the prices bid are not applicable, payment or deduction will be made at a price or prices to be agreed upon in writing between the Contractor and the Senior Communications Manager and approved by the Procurement Commissioner.

4.3.3 When such changes are ordered in connection for which a lump sum price is bid, the lump sum price for that time will be increased or diminished in accordance with the above methods.

4.3.4 The Contractor will not be entitled to payment for any work as extra or additional, unless it is ordered in writing as such by the Senior Communications Manager.

4.4 **TRUCK DELIVERIES**

4.4.1 All truck deliveries to Radio Shop located at 1117 Reed Street shall be made by means of the freight elevator.

4.4.2 Cost of delivery shall be included in the price of items bid.

4.5 INVOICES

The contractor shall submit the invoices 30 days after the installation.

4.5.1 Purchase

Invoices (3 copies) for purchases of equipment shall be submitted by the Contractor to the City after acceptance of the equipment. Invoices shall, as a minimum, provide:

a. Type and description of equipment or product;

b. Serial or other identification number;

c. Cost for each item;

d. Total charges;

e. City purchase order and contract numbers.

f. Details of Contract Funding Codes

4.5.2 Termination Due to Non-appropriation

a. In the event sufficient funds are not appropriated in any future fiscal period of the City for purchase payments due under Agreement, the City shall promptly notify Contractor of such occurrence and this Agreement shall, in accordance with the provisions of Paragraph 1.3.2 above, terminate as of the last day of the fiscal period for which an appropriation was received, without penalty or expense to the City of any kind whatsoever, except as to the portions of payments herein agreed upon for which funds shall have been appropriated.

4.6 PAYMENTS

4.6.1 Processing of Payments

All payments will be processed and paid in accordance with the City's standard payment procedures and payment cycle. Any credit due hereunder may be applied against Contractor invoices with appropriate information attached.

4.7 LIQUIDATED DAMAGES FOR DELAY

4.7.1 General

The installation date for the equipment provides for the utilization of the equipment consistent with the timing schedule of the City's programs. If the equipment is not installed by the specified date, the delay will significantly interfere with City operations.

Due to the nature of this matter, it would be impracticable and extremely difficult to fix the actual damages sustained in the event of any such delay. The parties acknowledge that in the event of any such delay, Contractor shall pay the amounts set forth in this paragraph as liquidated damages and not as a penalty.

4.7.2 **Equipment**

a. If, by the scheduled installation date, Contractor has not installed the equipment scheduled for installation, Contractor shall pay to the City, as fixed and agreed liquidated damages, for each calendar day's delay beginning with the scheduled installation date, but not more than 180 calendar days, 1/150th of the purchase price of all equipment scheduled for installation by such date, whether or not installed.

b. If the delay is more than ten (10) business days, then by written notice to Contractor, the City may declare Contractor in default and proceed in accordance with the provisions set forth in the attached "Terms and Conditions of Bidding and Contract."

If the City terminates the right of Contractor to install and seeks to obtain substitute equipment, Contractor shall be liable for liquidated damages in the amount specified in Paragraph 4.7.2a above until substitute equipment is installed, or for 180 calendar days from the applicable installation date, whichever occurs first and, in addition, for all amounts due or by reason of Contractor's default (eq. cover costs).

4.7.3 **Exception**

Contractor shall not be liable for liquidated damages for delays due to causes beyond its control and without its fault or negligence.

4.7.4 The City's right to, and receipt of, liquidated damages for delays as provided in the above paragraphs is in addition to and not in limitation of any other rights and remedies the City may have under this Agreement.

4.8 TITLE TO EQUIPMENT

4.8.1 Title to equipment furnished hereunder shall pass to the City upon acceptance of the equipment.

4.9 **CONTRACTOR'S COMMITMENTS, WARRANTIES AND REPRESENTATIONS**

4.9.1 Any written commitment by Contractor within the scope of this bid shall be binding upon Contractor whether or not incorporated into a purchase order. Failure of Contractor to fulfill any such commitment shall render Contractor liable for liquidated or other damages due under the terms of the bid.

4.9.2 For the purpose of this bid, a commitment by Contractor includes:

(a) prices and options committed to remain in force over specified period(s) of time;

(b) any warranty or representation made by Contractor as to equipment performance, total system performance, any other physical, design or functional characteristics of a machine, installation date;

(c) any warranty or representation made by Contractor concerning the characteristics of items described in (b) above made in any literature, description, drawings or specifications accompanied or referred to in a proposal or bid;

(d) any modification of or affirmation or representation as to the characteristics of items described in (b) above which is made by Contractor in writing during the course of discussions whether or not incorporated into a formal amendment to the proposal or bid in question; and

(e) any representation by Contractor in a proposal or bid supporting documents or other writing issued during the course of the bid or proposal review as to training to be provided, services to be performed, prices and options committed to remain in force over a fixed period of time, or any other similar matter regardless of the fact that the duration of such commitment may exceed the term of this bid.

4.9.3 **Century Date Standard**

4.9.3.1 Contractor represents and warrants that all of the following items furnished under the agreement shall conform to the City of Philadelphia Century Date Standard set forth in Paragraph 4.9.3.2 below:

4.9.3.2 The City of Philadelphia's Century Date Standard consists of the following standards for General Integrity, Date Integrity, and Interface Integrity:

(a) All Software, including, without limitation, all operating system software, application software, and other software, and all firmware, including, but not limited to, any authorization code or other code incorporated in such software or firmware for the purpose of disabling or limiting the functionality of the software under conditions specified by the manufacturer or publisher of the software;

(b) All Equipment, including but not limited to, computer hardware, radios, and radio transmission equipment, and all components thereof, including, but not limited to, the following components:

(1) Programmable Read Only Memory ("PROM"), Erasable Programmable Read Only Memory ("EPROM"), Read Only Memory ("ROM"), Random Access Memory ("RAMP") and all other memory chips, devices, and components;

(2) Basic Input/output System ("BIOS") chips, devices, and components;

(3) Any and all other semi-conductor chips and other chips, devices, and components of computer hardware, radios, radio transmission equipment, and other equipment that in any way incorporate and/or depend for their operation on machine readable code that is embodied in the chip, device, or component.

4.10 **Prevailing Wage Provisions**. The contract awarded under these specifications is subject to all provisions of Section 17-107 of the Philadelphia Code entitled Contractors: Labor-Management Relationships. It is also subject to all regulations and procedures adopted thereunder.

a. All employees performing work under the contract shall be paid the applicable prevailing wages for the respective occupational classification(s) designated, as set forth in the wage schedule attached; and in addition, be given the applicable current prevailing working conditions during the entire period of work under the contract. Such working conditions are those which are given to employees pursuant to a bona fide collective agreement for the applicable craft, trade, or industry in the Philadelphia area on the date these specifications are issued.

b City may withhold from any sums due to the contractor under each contract so much as may be necessary to pay the employees the difference between wages required to be paid thereby and the wages actually paid to such employees, and the City may make such payments directly to the appropriate employees.

c Each contractor shall require all subcontractors to comply with and be bound by all of the provisions of this section of the contract & Section 17-107 of the Philadelphia Code.

d. Every contractor and subcontractor shall keep an accurate record showing the name, address, occupational classification, wages and other benefits paid or provided and number of hours worked for each employee assigned to City-work, and such record shall be preserved for two (2) years from the date of payment. The contractor shall make his employment and accounting records available for inspection by authorized representatives of the Labor Standards of the MDO, at all reasonable hours, and shall permit such representatives to interview employees during working hours on the job.

e. All contractors and subcontractors performing City-work shall automatically file with the Labor Standards Unit of the MDO, a certified statement setting for the name, address, occupational classification, wages and other benefits paid or provided and number of hours worked with respect to each employee performing city-work. Such statement shall be made weekly for each preceding weekly period. The certification shall affirm that the statement is correct and complete, that the wages set forth therein are not less than those required by the contract for City-work and that the occupational classification set forth for each employee conforms with the work he performed.

f. Nothing herein shall preclude the payment by the contractor of wages at rates higher than those specified as the prevailing wages in the applicable attached schedule. However, no increases in any contract price shall be allowed or authorized on account of the payment of wages in excess of those so specified or on account of wage increases granted hereafter. No increases above the amounts specified in the applicable attached schedule will be required by any contract during the term thereof except in the case of an error or omission in such schedule. Such an error or omission shall be called to the attention of the Labor Standards Unit of the MDO, as promptly as possible; but the remedying thereof by the Department shall not constitute grounds for withdrawal of a bid or cancellation of a contract, nor for an increase in the contract price or other claim or recovery against the City nor a ground for failure or refusal to pay the applicable proper prevailing wage to all employees.

g. The prevailing wages required hereby shall be paid unconditionally without any subsequent deduction or rebate of any kind except in accordance with prevailing payroll deduction practices.

Any assignment of wages by an employee for the direct or indirect benefit of the contractor shall constitute a violation of this section; and any purported release of rights hereunder by an employee shall be void and of no effect.

h. It is the responsibility of all bidders and contractors to inform themselves of all prevailing working conditions, including, without limitation, proper classifications, length of workday and work week, overtime compensation and holiday and vacation rights. All questions shall be referred to the Procurement Department (215) 686-4720/21.

SEE ATTACHED APPLICABLE WAGE SCHEDULE
CITY OF PHILADELPHIA

Prevailing Wage Rate Schedule

Telephone Communications Installation Bid

Bid No# S6Z61310

CLASSIFICATION	BASIC HOURLY RATE	FRINGE BENEFITS
Electrician	**$52.68**	**$34.06**
(as of 5/2/2016)	**$54.52**	**$35.22**

Notes of Interest:

(1) **On all overtime hours, fringe benefits will be paid at the Straight (base) rate only.**

(2) **Contractors are advised to contact the Procurement Department with any questions regarding job classifications, prevailing wage rates, fringe benefits, and area working conditions.**

Procurement Department
Municipal Services Building
1401 J.F.K. Boulevard – 1st Floor
Philadelphia, PA 19102-1670
Telephone Numbers: (215) 686-4720/21
Fax Number: (215) 686-4767

(3) **Prevailing Wage Rate Schedules are available from the Philadelphia Labor Standards Unit, Room 170 C Municipal Services Building, Phila., PA 19102-1670, 215-686-2132; Facsimile 215-686-2116. Contractors and their subcontractors are required to submit weekly certified payroll records to the Labor Standards Unit through an electronic system, LCP Tracker, or as directed by the Labor Standards Unit. Failure to pay Prevailing Wage, as applicable, or to submit certified payroll records is a substantial breach of Contract and may be subject to fines and penalties as prescribed by Section 17-107 of The Philadelphia Code which may include withholding from any sums due to the Contractor under the Contract so much as may be necessary to pay the employees the difference between the wages required to be paid hereunder and the wages actually paid to such employees, and the City may make such payments directly to the appropriate employees.**

4.11 PRICE ESCALATION

4.11.1 PRICE INCREASE

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

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

the effective date of the price increase shall be sixty (60) days from the receipt of the price increase letter by the City; or if the letter is not received before the last day of the contract period, the prices for the renewal period shall be the same as the prices for the previous contract period.

For each renewal the price increase and/or decrease shall be based on the Consumer Price Index for All Urban Consumers- Philadelphia, as published by the US. Department of Labor, Bureau of Labor Statistics. The CPI shall be based upon August of the current year from August of the preceding year.

In no event shall the price increase exceed 4% in any renewal period.

The increase shall reflect the change to the CPI or the 4% cap, whichever is less.

4.12 **CONTRACTOR CERTIFICATION**

4.12.1 Contractor certifies that all of the prices, warranties and benefits granted under this Agreement are equivalent to or better than Contractor's prevailing prices, warranties and benefits currently being offered to its non-educational state and local government customers contracting for similar volumes, under similar terms and conditions.

If Contractor shall, prior to the City's acceptance of equipment under this agreement, announce a general price reduction or make available to any other non-educational state or local government customer prices, warranties or benefits with respect to the equipment identified in this Agreement, such prices, warranties or benefits will be made available to the City upon the date the general price reduction or change to prices, warranties or benefits become effective and this Agreement shall be deemed automatically amended to incorporate such reduction or change.

It shall be Contractor's obligation to promptly notify the City in writing of such general price reductions or change in prices, warranties or benefits. The City certifies that it is purchasing products hereunder solely for use by the City and not for resale.

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

SECTION 5: PRICING

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

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

5.1 **INSTALLATION OF TELEPHONE**

Item 5.1 shall be for the installation of voice and data jacks. It shall be a complete price per installation. The cost shall reflect all the necessary equipment, terminations, labor, etc. for each installation. The cabling shall be Teflon cable. The cost of patch panels, connecting wires, etc. shall be included in the cost. Fiber optic cable installation shall include terminations, patch panels, connectors, etc. All installations shall include testing to meet the industry standards.

		Unit	Unit Price	Est Qty	Extended Price
	20910-007				
ITEM	**DESCRIPTION**				
1	Single Telephone line from the IDF termination point to and including furnishing the RJ11 jack (length not specified).	EA	$_____	500	$_____
2	Single data line from the IDF termination point to and including furnishing the RJ45 Category 5 jack (length not specified).	EA	$_____	500	$_____
3	Combination Single Telephone line/Data line from the IDF termination point to and including furnishing the RJ11 jack and the RJ45 Category 5 jack installed in a single housing (length not specified).	EA	$_____	500	$_____
4	24 Strand Fiber Optic Cable installed in inner Duct (unterminated)	LF	$_____	350	$_____
5	Termination of both ends of a single fiber optic strand using ST Connectors including patch panel.	EA	$_____	200	$_____

SUBTOTAL:
Cost for Section 5.1= $_____
(Items 1 through 6)

5.2 **FURNISHING OF TELEPHONE EQUIPMENT**

Item 5.2 shall be the purchase cost for the instruments multiplied by each weight factor. Item 5.2 shall only be for instruments and appurtenances. The Push Button Telephones must be the Dial Tone Multiple Frequency (DTMF) units (See Sections 2.3 and 2.4 above)

	41060-002				
6	4 Pair Voice CAT5e Teflon Cable	FT	$_____	10,000	$_____

ITEM	DESCRIPTION	Unit	Unit Price	Est Qty	Extended Price
7	4 Pair Cat6 Cable	FT	$_____	10,000	$_____
8	RG62 Coaxial Cable	FT	$_____	1,000	$_____
9	25 Pair Cable (PVC)	FT	$_____	2,500	$_____
10	50 Pair Cable (PVC)	FT	$_____	2,500	$_____
	41060-002				
11	100 Pair Cable (PVC)	FT	$_____	1,000	$_____
12	25 Pair Cable (Teflon)	FT	$_____	2,500	$_____
13	50 Pair Cable (Teflon)	FT	$_____	2,500	$_____
14	100 Pair Cable (Teflon)	FT	$_____	1,000	$_____
15	7 FT CAT5 Data Patch Cords	FT	$_____	500	$_____
16	Single Pair 24AWG Cross Connect Wire	FT	$_____	3,000	$_____
17	6 strand fiber optic cable (62.5/125 microns)	FT	$_____	1,000	$_____
18	12 strand fiber optic cable (62.5/125 microns)	FT	$_____	2,000	$_____
19	24 Strand Fiber Optic Cable (62.5/125 microns)	FT	$_____	3,000	$_____
20	6 FT Dual Fiber Jumper-sm/mm	EA	$_____	50	$_____
21	10 FT Dual Fiber Jumper-sm/mm	EA	$_____	50	$_____
22	16 FT Dual Fiber Jumper-sm/mm	EA	$_____	25	$_____
23	66M150 Termination Blocks	EA	$_____	300	$_____
24	89B Brackets for 66M150	EA	$_____	300	$_____

ITEM	DESCRIPTION	Unit	Unit Price	Est Qty	Extended Price
25	RJ11 Sticky Black Jack	EA	$_____	2,000	$_____
26	RJ45 CAT5 Jack (Typical Suttle #103A8-50)	EA	$_____	1,000	$_____
27	RJ31X termination block	EA	$_____	20	$_____
28	RJ31X termination jack	EA	$_____	20	$_____
29	110 Type CAT5 Patch Panel (Typical Siemens HD5)	EA	$_____	100	$_____
30	RJ45 CAT5 Patch Panel (Typical Siemens HD5)	EA	$_____	100	$_____
31	RJ45 CAT5 Patch Panel Jack Inserts (Typical Siemens)	EA	$_____	100	$_____
32	RJ11 Patch Panel Jack Inserts (Typical Siemens)	EA	$_____	100	$_____
33	48 Port Fiber Optic Patch Panel	EA	$_____	50	$_____
34	Fiber Optic ST Connectors (Typical 3M Telecom)	EA	$_____	300	$_____
35	Fiber Optic SC Connectors	EA	$_____	300	$_____
36	Fiber Optic LC Connectors	EA	$_____	300	$_____
37	Ground Clamp	EA	$_____	10	$_____
38	THHN No. 6 Green Wire Solid CU	FT	$_____	500	$_____
39	4X4 Painted Plywood Backboard (3/4” Marine Grade)	EA	$_____	10	$_____
40	20 Amp Surge Protector Outlet Strip, (U.L. 1449 approved)D	EA	$_____	10	$_____

ITEM	DESCRIPTION	Unit	Unit Price	Est Qty	Extended Price
41	Post Rings	EA	$_____	100	$_____
42	Single Line Telephone (Typical 2500)	EA	$_____	100	$_____
43	Single Line Telephone (Wall Mount, Typical 2554)	EA	$_____	500	$_____
44	Mouthpiece for Plantronics Headset	EA	$_____	50	$_____
45	Earpiece for Plantronics Headset	EA	$_____	50	$_____
46	Headsets (Plantronics #H91M2)	EA	$_____	50	$_____
47	Adapter Unit, Plantronics #M12	EA	$_____	50	$_____
48	Touchtone Pad for Single Line Cortelco (42EPG)	EA	$_____	100	$_____
49	Handset Receiving Cord (12ft)	EA	$_____	500	$_____
50	Flexi-Duct Round Flexible Conduit (3/4” Size)	FT	$_____	1,000	$_____
51	LD5E16-A Latch Duct (6ft) (Typical Panduit)	FT	$_____	1,000	$_____
52	LD3E16-A Latch Duct (6ft) (Typical Panduit)	FT	$_____	1,000	$_____
53	LD10E16-A Latch Duct (6ft) (Typical Panduit)	FT	$_____	1,000	$_____
54	Modified 400E (Typical Cortelco)	EA	$_____	100	$_____
55	External Ringer (1A2)	EA	$_____	10	$_____
56	Illumination Cap at Instrument to Indicate Incoming call	EA	$_____	50	$_____
57	Mounting Cord (25ft) (2Pair/Silver Satin)	EA	$_____	1,000	$_____
58	1/24-XCONN	EA	$_____	1	$_____

ITEM	DESCRIPTION	Unit	Unit Price	Est Qty	Extended Price
59	Ortonics Series 11 Modules (Part #OR-40300158)	EA	$_____	220	$_____
60	Ortronics Dual Jacks	EA	$_____	43	$_____
61	Ortronics Surface Mount Boxes	EA	$_____	53	$_____
62	Bogan Amplifier (Part #TBU100)	EA	$_____	5	$_____
63	Bogan-S86T725PGWVR Speakers	EA	$_____	50	$_____
ITEM	**DESCRIPTION**				
64	Speaker Wire	FT	$_____	2,000	$_____
65	Surface Mount Boxes	EA	$_____	200	$_____
66	Caddy J Hooks	EA	$_____	150	$_____
67	Faceplates	EA	$_____	50	$_____
68	Blanks	EA	$_____	200	$_____
69	Wire Managers	EA	$_____	5	$_____
70	89 B Brackets	EA	$_____	5	$_____
71	WPBE Single Gang Box Elim	EA	$_____	10	$_____
72	Wiremold Boxers	EA	$_____	60	$_____
73	Baystack 150T	EA	$_____	5	$_____
74	Cable Managers	EA	$_____	5	$_____
75	Misc. Patch Cables	EA	$_____	50	$_____

ITEM	DESCRIPTION	Unit	Unit Price	Est Qty	Extended Price
SERIES I Telephone					
76	DTR-32D-1 32 Button	EA	$_____	50	$_____
77	DTE-16D-1 16 Button	EA	$_____	50	$_____
78	DTR-8D-1 8 Button	EA	$_____	100	$_____
79	DCR-60-1 60 Button	EA	$_____	50	$_____
	SERIES E Telephone				
80	DTP-32D-1 (BK) Telephone	EA	$_____	25	$_____
81	DTR-16D-1 16 Button	EA	$_____	75	$_____
82	DTR-8D-1 8 Button	EA	$_____	100	$_____
83	DCR-60-1 60 Button	EA	$_____	100	$_____
	SERIES II Telephone				
84	Voice Point Conference Phone (Polycom Station)	EA	$_____	5	$_____

Note: There are no estimated quantities listed For VoIP because these items are requested as needed. However, Bidder(s) shall quote a price for the items listed below:

Voice Over Internet Protocol (VoIP)

Series 8000 NEC telephone switch	$_____
NEC Voicemail Series 8000	$_____
Series 9000 NEC telephone switch	$_____
Series 300 NEC phones	$_____

ITEM	DESCRIPTION	Unit	Unit Price	Est Qty	Extended Price
	Voice Over Internet Protocol (VoIP)				
	Series 300 Expansion modules	$_____			
	Series 300 Adapter modules	$_____			
	Series 700 NEC phones	$_____			
	Series 700 Expansion modules	$_____			
	Series 700 Adapter modules	$_____			
	NEC IP Conference Polycoms	$_____			
	Equipment/Software				
	Reader Boards	$_____			
	ACD Reporting GNAV	$_____			
	ELITE, Telephone				
85	DTU-32D-2 (BK) Telephone	EA	$_____	40	$_____
86	DTU-16D-2 (BK) Telephone	EA	$_____	25	$_____
87	DTU-8D-2 (BK) Telephone	EA	$_____	50	$_____
88	DTU-60D+1 (BK) Console Phone	EA	$_____	3	$_____
89	NEC PN-8 COTS Trunk Card/2000	EA	$_____	50	$_____
90	NEC PN-8 DLCP Station Card/2000	EA	$_____	100	$_____
91	CPU-F-70 Telephone CPU/Prof	EA	$_____	10	$_____

		Unit	Unit Price	Est Qty	Extended Price
ELITE, Telephone					
92	C01-F (8)-30 KTU Trunk Card	EA	$_____	20	$_____
93	ES1-F (8)-30 KTU Station Card	EA	$_____	30	$_____
	Analog				
94	2/LINE SPEAKER (DATA) Phone	EA	$_____	50	$_____
95	WEATHERPROOF PHN-CEE Phone	EA	$_____	12	$_____
96	293 Emer. But GAI-TRONIC Phone	EA	$_____	10	$_____
97	Caller ID box (GENERIC)	EA	$_____	50	$_____
98	Analog Cordless Phone NA	EA	$_____	24	$_____

SUBTOTAL:
Cost for Section 5.2= $_____
(Items 6 through 98)

5.3 The equipment specified below shall be used to support and upgrade the existing NEC and Nortel System imbedded base of the City. The City has made every effort to capture required Telephone and Network equipment; however, the bidder must verify the Telephone and Network equipment in the event of an upgrade or obsolescent of the current item by the manufacturer. Unit cost is to reflect equipment only, exclusive of installation cost.

5.3A **41060-003**

ITEM	**NEAX2000 IVS SYSTEM**				
99	ICS VS PIMA-UA 64 PORT PIM	EA	$_____	25	$_____

ITEM	NEAX2000 IVS SYSTEM				
100	Compact Business & H/M 1510 Main Processor	EA	$_____	25	$_____
101	PN-4COTB Central Office Trunk Card	EA	$_____	25	$_____
102	PN-4DLCQ Digital Station Card	EA	$_____	25	$_____
103	NEAX2000 IVS MAT PROGRAM MAT Program FD	EA	$_____	25	$_____
104	ADVANTAGE UPGRADE (FD) 1520 Expansion Upgrade	EA	$_____	25	$_____
105	MAT-CA-M Local MAT	EA	$_____	25	$_____
106	48-TW-1 CONN CA 2Line PFT Cable	EA	$_____	25	$_____
107	ICS VS BASE/TOP-UA Bottom Base Mount	EA	$_____	25	$_____
108	19” BRACKET (F) 19” Racket Bracket Standard	EA	$_____	25	$_____
109	PN-CP01 (FP) Firmware Processor	EA	$_____	25	$_____

ITEM	DESCRIPTION				
110	PN-BS00-B Bus Interface	EA	$_____	25	$_____
111	SPN-BS01_B W/CA Bus Interface	EA	$_____	25	$_____
112	NEAX2000 MANUALS All available NEAX2000 Installation and Programming Manuals	EA	$_____	25	$_____
113	WMU-W (BK) UNIT	EA	$_____	25	$_____

ITEM	DESCRIPTION	Unit	Unit Price	Est Qty	Extended Price
	Wall Mount Unit				
114	6-HOUR BATTERY BACKUP Battery Backup UPF-12-300 (Minute Man)	EA	$_____	25	$_____
115	NEC LONG HANDSET CORD Long Handset Cord (15FT)	EA	$_____	25	$_____
116	25PX50SHILD-180 25PR CABLES	EA	$_____	25	$_____
117	25PX30SHILD-180 25PR CABLES	EA	$_____	25	$_____
	SUBTOTAL: **Cost for Section 5.3A= $_____** **(Items 99 Through 117)**				
5.3B	**41060-003**				
ITEM	**NEAX2000 IVS SYSTEM**				
118	ESF-C-10 KSU Key Service Unit	EA	$_____	25	$_____
119	ESI-C-(8)-11KTU Expansion Module	EA	$_____	25	$_____
120	COI-C-(2)-10KTU Trunk Expansion	EA	$_____	25	$_____
121	PBR-C-(4)-11 KTU Push Button Receiver	EA	$_____	25	$_____
122	ADA (1)-W ADA Adapter for Headset	EA	$_____	25	$_____

		Unit	Unit Price	Est Qty	Extended Price
ITEM	**NEAX2000 IVS SYSTEM**				
123	WWU-W (BK) Wall Mounting Unit	EA	$_____	25	$_____
124	DP-A-1A UNIT Door Phone	EA	$_____	25	$_____
125	NEC LONG HANDSET CORD Long Handset Cord (15 Ft.)	EA	$_____	25	$_____
126	25PX50XHILD-180 25PR CABLES	EA	$_____	25	$_____
		SUBTOTAL:			
	Cost for Section 5.3B= $_____ **(Items 118 through 126)**				
5.3C	**41060-017**				
ITEM	**NEC PROFESSIONAL**				
127	ESF-SB-10 KSU Basic Key Service Unit	EA	$_____	25	$_____
128	ESF-SE-10 KSU Expansion Key Service Unit	EA	$_____	25	$_____
129	ESF-XB-10 KSU Advanced Basic Key Service Unit	EA	$_____	25	$_____
130	ESF-XB-10 KSU Advanced Installation Kit	EA	$_____	25	$_____
131	ESF-XE-10-KSU Level II Advanced Expansion Key Service Unit	EA	$_____	25	$_____
132	CPU-F (30)-20 KTU CPU	EA	$_____	25	$_____
133	MMC-F11 KTU Module Memory Controller	EA	$_____	25	$_____

ITEM	NEC PROFESSIONAL	Unit	Unit Price	Est Qty	Extended Price
134	ESI-F (8)-21-KTU 8 Port Trunk Card	EA	$_____	25	$_____
135	COI-F (8)-20-KTU 8 Port Digital Card	EA	$_____	25	$_____
136	WMU-E UNIT Wall Mounting Unit	EA	$_____	25	$_____
137	NEC LONG HANDSET CORDS Long Handset Cord (15 Ft.)	EA	$_____	25	$_____
138	25PX50SHILD-180 25PR CABLES	EA	$_____	25	$_____

SUBTOTAL:
Cost for Section 5.3C= $_____
(Items 127 through 138)

5.3D **41060-006**

ITEM	NEAX2400IMG (ICS) Parts List				
139	IMG ICS SYS PKG-A	EA	$_____	25	$_____
140	SN1140 PIM-A	EA	$_____	25	$_____
141	SN1160 PIMB-A	EA	$_____	25	$_____
142	SN1144 APM-A	EA	$_____	25	$_____
143	SN1141 TPOU-A	EA	$_____	25	$_____
144	SN1139 LCM-A	EA	$_____	25	$_____
145	SN1143 BASEU-A	EA	$_____	25	$_____
146	PH-PW14 (PWR SW)	EA	$_____	25	$_____
147	PA-PW53 (PWRO)	EA	$_____	25	$_____

ITEM	NEAX2400IMG (ICS) Parts List	Unit	Unit Price	Est Qty	Extended Price
148	PA-PW54 (PWR1)	EA	$_____	25	$_____
149	Fan Box (A) ASSEM	EA	$_____	25	$_____
150	SN1142 FANU-A	EA	$_____	25	$_____
151	SN1135 NFILU-A	EA	$_____	25	$_____
152	Earth Plate (A) ASSEM	EA	$_____	25	$_____
153	PZ-DK172 (Key)	EA	$_____	25	$_____
154	PZ-M370 (top res)	EA	$_____	25	$_____
155	ICS Spare Fuse	EA	$_____	25	$_____
156	PH-ME10	EA	$_____	25	$_____
157	SPH-CP26CPU-B	EA	$_____	25	$_____
158	ICS Generic 6000 Sys Config	EA	$_____	25	$_____
159	ICS Config FD 6010-384	EA	$_____	25	$_____
160	ICS Config FD 6030-384	EA	$_____	25	$_____
161	ICS Config FD 6020-384	EA	$_____	25	$_____
162	ICS Config FD 6040-384	EA	$_____	25	$_____
163	ICS Config FD 6010-768	EA	$_____	25	$_____
164	ICS Config FD 6030-768	EA	$_____	25	$_____
165	ICS Config FD 6020-768	EA	$_____	25	$_____
166	ICS Config FD 6040-768	EA	$_____	25	$_____
167	ICS Config FD 6010-1536	EA	$_____	25	$_____

ITEM	NEAX2400IMG (ICS) Parts List	Unit	Unit Price	Est Qty	Extended Price
168	ICS Config FD 6030-1536	EA	$_____	25	$_____
169	ICS Config FD 6020-1536	EA	$_____	25	$_____
170	ICS Config FD 6040-1536	EA	$_____	25	$_____
171	SPH-1O14A	EA	$_____	25	$_____
172	PH-IO23 (HD/FD)	EA	$_____	25	$_____
173	SPH-IO19 IOC	EA	$_____	25	$_____
174	SPH-SW04TSW-UA	EA	$_____	25	$_____
175	PH-PC13 (INT)	EA	$_____	25	$_____
176	PH-PC16 (ECOPY)	EA	$_____	25	$_____
177	PH-GTO3 (GATE)	EA	$_____	25	$_____
178	NEAX2400 GTO6 (GATE)	EA	$_____	25	$_____
179	SPA-16LCBJ	EA	$_____	25	$_____
180	NEAX2400 16LC-BE	EA	$_____	25	$_____
181	SPA-16ELCH	EA	$_____	25	$_____
182	NEAX2400 16ELC-DD	EA	$_____	25	$_____
183	SPA-4ILCF	EA	$_____	25	$_____
184	SPA-16COTBE	EA	$_____	25	$_____
185	SPA-8TLTR	EA	$_____	25	$_____
186	NEAX2400 8RST-J	EA	$_____	25	$_____
187	NEAX2400 8RST-K	EA	$_____	25	$_____

SUBTOTAL:
Cost for Section 5.3D= $_____
(Items 139 through 187)

TELEPHONE RQUIPMENT TOTAL= $_____
(SECTIONS 5.1 and 5.2 and 5.3A THROUGH 5.3D)

5.4 **41060-011**
TELECOMMUNICATIONS NETWORK EQUIPMENT, SOFTWARE AND RELATED SERVICES

ITEM	DESCRIPTION	Unit	Unit Price	Est Qty	Extended Price
188	Bluecoat SG series Proxy Edition, SG400	EA	$_____	2	$_____
189	and the power supplies and connection cards to support the SG400 model	EA	$_____	2	$_____
190	Bluecoat SG series Proxy Edition, SG510	EA	$_____	2	$_____
191	and the power supplies and connection Cards to support SG510 model	EA	$_____	2	$_____
192	Bluecoat SG series Proxy Edition, SG810 (2)	EA	$_____	2	$_____
193	and the power supplies and connection cards to support the SG810 model	EA	$_____	2	$_____
194	Bluecoat Director	EA	$_____	2	$_____
195	Bluecoat Packet shaper model 12000	EA	$_____	2	$_____
196	Bluecoat 4 port Option Card supporting SX And LX distances and LC/SC Connectors	EA	$_____	40	$_____
197	Avaya/Nortel 8610 series passport chassis	EA	$_____	10	$_____
198	and Avaya/Nortel 8610 series power supplies	EA	$_____	30	$_____
199	Avaya/Nortel 8610 series copper card 10/100/1000 48 port	EA	$_____	100	$_____

ITEM	DESCRIPTION	Unit	Unit Price	Est Qty	Extended Price
200	Avaya/Nortel 8610 series fiber card, 8 port 1GB card	EA	$_____	100	$_____
201	Avaya/Nortel 8600 series fiber card, 6 port 1GB card	EA	$_____	100	$_____
202	Avaya/Nortel 8600 series fiber card, 8683 XLR 10GB card	EA	$_____	50	$_____
203	Avaya/Nortel Gbics SX/LX/ZX distances 1GB and 10GB speeds and connections (LC, SC)	EA	$_____	300	$_____
204	Avaya/Nortel SFP's, SX/LX/ZX speeds and Connections (LC and SC)	EA	$_____	300	$_____
	Fiber cables including SM (Single Mode) MM (Multi Mode) distances and connections ends, SC, LC, ST of following lengths (Cost per meter)				
205	One meter	MR	$_____	500	$_____
206	Three meter	MR	$_____	500	$_____
207	Five meter	MR	$_____	500	$_____
208	Ten meter	MR	$_____	500	$_____
209	Fifteen meter	MR	$_____	500	$_____
ITEM	**DESCRIPTION**				
210	Twenty meter	MR	$_____	500	$_____
211	Thirty meter	MR	$_____	500	$_____

ITEM	DESCRIPTION	Unit	Unit Price	Est Qty	Extended Price
Cat5E copper cables of the following lengths (Cost per foot):					
212	Three feet	FT	$_____	200	$_____
213	Five feet	FT	$_____	200	$_____
214	Seven feet (200)	FT	$_____	200	$_____
215	Fourteen feet	FT	$_____	200	$_____
216	Twenty five feet	FT	$_____	200	$_____
217	Fifty feet	FT	$_____	200	$_____
218	One Hundred feet	FT	$_____	200	$_____

SUBTOTAL:
Cost for Section 5.4= $_____
(Items 188 through 218)

EXTENDED TOTAL AMOUNT: = $_____
(Cost for Sections 5.1, 5.2, 5.3A through 5.3D and 5.4)
(Items 1 through 218)

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

Under the authority of Executive Order No. 03-12, the City of Philadelphia has established an antidiscrimination policy ("Policy") relating to the participation of Minority (MBE), Woman (WBE) and Disabled (DSBE) Owned Business Enterprises in City contracts. Executive Order 03-12 is administered by the City's Office of Economic Opportunity ("OEO").

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

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

MBE	15%	to	20%
	AND		
WBE	10%	to	15%
DSBE	BGFE		

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

Bidder hereby verifies that all forms, information and documentation submitted to OEO are true and correct and is notified that the submission of false information by bidder is subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities which may include payment of a fine of at least $1,000 and a term of imprisonment of not more than two years. Bidder also acknowledges that under 18 Pa.C.S. §4107.2 (a)(4) it is a felony in the third degree, punishable by a term of imprisonment of not more than seven years in addition to the payment of any fines or restitution, if, under any contract awarded pursuant to this Bid, bidder fraudulently obtains public moneys reserved for or allocated or available to minority business enterprises or women's business enterprises.

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

A. M/W/DSBE PARTICIPATION

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

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

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

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

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

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

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

B. RESPONSIVENESS

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

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

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

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

3. If bidder does not fully meet each of the range(s) for participation established for this Bid, bidder must demonstrate that it exercised Best and Good Faith Efforts to achieve the M/W/DSBE participation ranges along with a written request, on its letterhead, for the reduction of part or all of the M/W/DSBE participation ranges ("Request For Reduction/Waiver"). Bidder, through the submission of documentary evidence must show that bidder took all necessary steps and made reasonable efforts to achieve the M/W/DSBE participation ranges, even if these efforts were not fully successful. OEO will evaluate the scope, intensity and appropriateness of these efforts to ascertain whether they could reasonably be expected to achieve M/W/DSBE participation commensurate with the ranges.

Failure to submit the documentary evidence will result in rejection of the bid as nonresponsive; the City, at its sole discretion, may allow bidders to submit or amend their submission at any time prior to award which may result in revision to bidder's participation commitments. The submission shall contain and discuss, at a minimum, the following:

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

- Provide list of all certification directories used to solicit participation for this Bid.

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

The bidder's documentary evidence will be reviewed by the OEO to determine whether bidder exercised Best and Good Faith Efforts in response to the participation ranges. **Bidder's expressed desire to self-perform work with its own employees will not excuse bidder from exercising Best and Good Faith Efforts to include M/W/DSBEs in its bid and cannot be used as a basis for requesting a reduction or waiver of the participation ranges**. OEO's review will include consideration of the following:

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

- Whether M/W/DSBEs were treated equally as other businesses in the solicitation and commitment process. For example, the OEO will investigate whether M/W/DSBEs are given the same information, access to the plans and requirements of the contract and given adequate amount of time to prepare a quote/subcontract as others who were solicited by bidder. The OEO will also investigate whether M/W/DSBEs were accorded the same level of outreach as non-M/W/DSBEs, for example whether bidder short listed M/W/DSBEs for participation or solicited M/W/DSBEs at any pre-bid meetings.

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

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

- If the bid is determined nonresponsive by the OEO, the applicant will be notified and may file a written appeal with the Executive Director of OEO within forty-eight (48) hours of the date of notification; the decision of the Executive Director of OEO shall be final.

C. RESPONSIBILITY

1. Upon award, the completed Solicitation For Participation and Commitment Form and accompanying documents regarding solicitation and commitments with MBEs, WBEs and DSBEs become part of the contract and the successful bidder is required to enter into legally binding agreement(s) ("M/W/DSBE Subcontract(s)") with its M/W/DSBE participants for the work and in the dollar amount(s) and percentage(s) as so committed (the "Contract Commitment(s)"). M/W/DSBE percentage commitments are to be maintained throughout the term of the contract and shall apply to the total contract value (including amendments). Any change in commitment, including but not limited to, substitutions for the listed firm(s), changes or reductions in the work and/or listed dollar/percentage amounts, must be pre-approved in writing by the OEO.

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

3. No privity of contract exists between the City and any M/W/DSBE subcontractor identified in any contract resulting from this Bid. The City does not intend to give or confer upon any such M/W/DSBE subcontractor(s) any legal rights or remedies in connection with the subcontracted services under Executive Order 03-12 or by reason of any contract resulting from the Bid except such rights or remedies that the M/W/DSBE subcontractor may seek as a private cause of action under any legally binding contract to which it may be a party.

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

D. ACCESS TO INFORMATION

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

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

E. RECORDS AND REPORTS

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

F. REMEDIES

1. The successful applicant's compliance with the requirements of Executive Order 03-12 is material to the contract. In the event the City determines that the successful applicant has failed to comply with any of the requirements of this Antidiscrimination Policy, including substantial compliance with any Contract Commitment, the City may, in addition to any other rights and remedies it may have under the Contract which includes termination of the Contract, exercise one or more of the following remedies which shall be deemed cumulative and concurrent:

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

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

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

ANTIDISCRIMINATION POLICY SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM

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

DEPARTMENT OF COMMERCE

OFFICE OF ECONOMIC OPPORTUNITY (OEO)

Bid Number or Proposal Title:	*Name of Bidder/Proposer:*	*Bid/RFP Opening Date:*

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

☐ MBE ☐ WBE ☐ DSBE ☐ M-DBE ☐ W-DBE	Work or Supply Effort to be Performed	Date Solicited		Commitment Made		Give Reason(s) If No Commitment
Company Name		By Phone	By Mail	Yes (*If Yes, give date*)	NO	
Address						
Contact Person		Quote Received		Amount Committed To		
Telephone Number / Fax Number		YES[2]	NO	Dollar Amount $		
Email Address				Percent of Total Bid/RFP %		
OEO REGISTRY # / CERTIFYING AGENCY						

☐ MBE ☐ WBE ☐ DSBE ☐ M-DBE ☐ W-DBE	Work or Supply Effort to be Performed	Date Solicited		Commitment Made		Give Reason(s) If No Commitment
Company Name		By Phone	By Mail	Yes (*If Yes, give date*)	NO	
Address						
Contact Person		Quote Received		Amount Committed To		
Telephone Number / Fax Number		YES[2]	NO	Dollar Amount $		
Email Address				Percent of Total Bid/RFP %		
OEO REGISTRY # / CERTIFYING AGENCY						

☐ MBE ☐ WBE ☐ DSBE ☐ M-DBE ☐ W-DBE	Work or Supply Effort to be Performed	Date Solicited		Commitment Made		Give Reason(s) If No Commitment
Company Name		By Phone	By Mail	Yes (*If Yes, give date*)	NO	
Address						
Contact Person		Quote Received		Amount Committed To		
Telephone Number / Fax Number		YES[2]	NO	Dollar Amount $		
Email Address				Percent of Total Bid/RFP %		
OEO REGISTRY # / CERTIFYING AGENCY						

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

BASIC SERVICES, SUPPLIES & EQUIPMENT BIDDERS GUIDELINES[1]

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

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

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

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

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

- ☐ If applicable, sign and return all addenda.

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

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

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

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

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

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

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

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

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

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

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

☐ **Specifications:** You must follow the instructions in Paragraph 4 of the Terms and Conditions. If an alternate to any item is being offered, the bidder must specify the alternate (e.g., make and model #) in the bid and submit with the bid a complete description of the article (including any technical literature) and/or service proposed to be furnished.

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

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

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

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

☐ Please double check all mathematical calculations for errors.

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

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

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

Mary E. Stitt
Procurement Commissioner

IMPORTANT INFORMATION FOR ALL SS&E BIDDERS!

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

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

Dear Vendor:

The City of Philadelphia announces the City's Annual Bid Security Program for fiscal year 2016. The Annual Bid Security Program continues to have a reduced non-refundable fee of **$100.00** and covers the time period from July 1, 2015 to June 30, 2016. Coverage begins from the date of enrollment and payment until June 30, 2016. **In order to be an eligible SS&E bidder, all SS&E bidders must be enrolled in the City's Annual Bid Security Program**. All bidders must complete the registration form and pay the Annual Bid Security Program non-refundable fee of **$100.00**. If applicable, an individual bid bond may also be required in the Invitation and Bid. However, for the majority of SS&E bids, the Annual Bid Security Program will be the only bid security required.

To enroll in the Annual Bid Security Program for the period of **July 1, 2015 to June 30, 2016**, complete this registration form and return the form with the non-refundable fee of **$100.00** in the form of a company check, certified check, treasurer's check, cashier's check, bank money order, or United States Postal Service money order. Cash or personal checks will not be accepted. Make payment to the order of "**The City of Philadelphia**". To clarify the precise use of the payment, enter the words "**Annual Bid Security Program FY2015**" on the memo section of the payment. This registration form and payment should be submitted under separate cover to the attention of "Annual Bid Security Program FY2016" at least one day prior to the opening of the first bid that the bidder wants covered under the program. If the bidder chooses to submit the completed registration form and payment with their bid, **company checks will not be accepted** and payment must be made with a certified check, treasurer's check, cashier's check, bank money order, or United States Postal Service money order**.**

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

Forward payment along with this registration form to:

ANNUAL BID SECURITY PROGRAM FY2016
Procurement Department
1401 JFK Boulevard, 170A
Philadelphia, PA 19102-1685

Company Name: _____

Fed EIN/SSN: _____

Street Address: _____

City, State, Zip: _____

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

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

Make all payments to "The City of Philadelphia" in the amount of **$100.00**, for "**Annual Bid Security Program FY2016**".

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

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

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

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

INSTRUCTIONS FOR GETTING PAID BY THE CITY OF PHILADELPHIA

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

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

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

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

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

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

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

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

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

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

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

Mary E. Stitt
Procurement Commissioner

Dear Valued Vendor,

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

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

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

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

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

PROCUREMENT DEPARTMENT
Customer Service Unit

This Is Not A Right To Know Request.

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

ATTENTION VENDORS

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

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

Enclose the following items:

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

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

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

BID RESULTS REQUEST FORM

Date of Request: _____

Bid Number Requested: _____ Opening Date: _____

Company Name: _____

Company Representative: _____

Address Line 1: _____

Address Line 2: _____

Email Address: _____

Telephone No: _____ Fax No.: _____

BID SUBMISSION

1. PREPARATION AND SUBMISSION OF BID.
All bids must be written in ink or typewritten and made on the forms issued and signed in ink by a person with legal authority to bind the bidder. The contract awarded hereunder shall consist of: the Invitation and Bid; all addenda issued thereto by the City, any surety bonds approved as to legal form by the Law Department, all warranties, exhibits and attachments reviewed and accepted by the City; and these Terms and Conditions of Bidding and Contract (the "Contract").

It is the sole responsibility of the bidder to ensure that the bidder has received any and all addenda and the Procurement Commissioner may in his/her sole discretion reject any bid for which all addenda have not been executed and returned in accordance with the instructions provided therein. No bid may be considered if received after the date and time for the opening of bids established by the Invitation and Bid, nor may any bid be modified after that date and time. The time of bid opening shall be the time displayed on the City's official bid clock located at the bid room. In the event of any discrepancy between actual time and the City's official bid clock, the latter shall determine the time of bid opening. Notwithstanding the foregoing, the Procurement Commissioner reserves the right to accept a late bid if it is the only response and it is in the best interest of the City to do so.

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

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

4. SPECIFICATIONS.
When a specification is issued in connection with the Invitation and Bid, no deviation will be permitted, except if/as indicated in the Invitation and Bid and the bidder will be required to furnish articles and/or services in conformity with that specification. When catalogues, model numbers, trade names, or cuts are listed in the Invitation and Bid, they are, unless otherwise specified, included for the purposes of furnishing bidders with reference information concerning the style, type or kind of article and /or service desired. A bidder may offer an article, service and/or equipment, which he/she certifies to be equal or better in quality, performance and other essential characteristics. If submitting an alternate, the bidder must specify the alternate (e.g., make and model #) in the bid and submit with the bid a complete description of the article (including any technical supporting documentation) and/or service proposed to be furnished. Failure to do so will require the bidder to furnish the article and/or service specified in the Invitation and Bid. The Procurement Commissioner reserves the sole right to determine whether alternates offered are equal or better.

Unless otherwise provided in the bid specifications, all items offered by the bidder must be new. A "new" item is one which will be used first by the City. This clause shall not be construed to prohibit bidders from offering goods, supplies, equipment, or materials containing recycled materials or printing with recycled content; bidders intending to provide goods made with recycled materials should notify the Procurement Department.

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

5. PATENTS.
The successful bidder (also referred to throughout these Terms and Conditions of Bidding and Contract as the "awarded bidder" or "Contractor") shall be solely responsible for all royalties and charges that may be due to any patent holder for or on account of the use of any patented appliance, product or processes. Evidence of such payment shall be submitted upon request of the Procurement Commissioner and failure to submit such evidence may, in the sole discretion of the Procurement Commissioner, result in rejection of the bid or constitute an event of default, entitling the City to all rights and remedies as provided herein in Paragraph 19 Default and Termination.

6. LOCAL BIDDING PREFERENCE.*
In accordance with Chapter 17-109 of the Philadelphia Code relating to Local Bidding Preferences for Procurement Contracts, this bid may be subject to a local bid preference. In order to determine eligibility to receive the preference, if applicable, bidder must be certified at the time of bid opening and must submit with the bid, the Local Business Entity Certification Number* as issued by the Procurement Department for the bidder. If the Procurement Commissioner determines that the awarded bidder fails to comply with its representation at any time during the term of its contract, the awarded bidder's LBE certification will be revoked and the awarded bidder shall be deemed in substantial breach of such contract, shall be required to pay liquidated damages of 10% of the awarded contract amount, and may be debarred by the Procurement Commissioner in accordance with the Procurement Department Debarment Regulation for a period up to three years.

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

EVALUATION AND AWARD

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

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

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

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

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

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

11. QUANTITIES AWARDED.
For requirements contracts only, the articles and quantities of such articles as set forth in the Invitation and Bid are estimates and the Procurement Commissioner, in his/her sole discretion, may make an award for none or all or some of the articles bid and in such quantities as the Procurement Commissioner shall deem appropriate. For firm limit contracts, it is the City's intent to award based upon the quantities set forth in the Invitation and Bid, but the City reserves the right to award more or less.

12. DELIVERY, PRICE INCREASES AND TIE BIDS.
All articles must be delivered at the price(s) bid, FOB Destination. Bids containing reservations of the right to increase the price(s) bid including, but not limited to, late payment charges, will not be considered, except where the Procurement Commissioner, in his/her sole discretion, finds it in the City's best interest to do so. In the event of an absolute tie, the award decision will be made in the best interests of the City as determined by the Procurement Commissioner as informed by Mayoral Executive Order 04-12, "Procurement of Local and American Goods and Services."

CONTRACT EXECUTION AND CONFORMANCE

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

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

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

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

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

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

v. Execution of the Contract by the Procurement Commissioner.

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

14. PERFORMANCE SECURITY.
When applicable, the successful bidder is required to furnish an individual performance bond, issued by a surety approved by the City and in the amount specified in the Invitation and Bid.

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

(a) WORKERS COMPENSATION AND EMPLOYERS LIABILITY

i. Workers' Compensation – Statutory limits

ii. Employers Liability - $100,000 Each Accident – Bodily Injury by Accident; $100,000 Each Employee – Bodily Injury by Disease; $500,000 Policy Limit – Bodily Injury by Disease

iii. Other states insurance including Pennsylvania

(b) GENERAL LIABILITY INSURANCE

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

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

(c) AUTOMOBILE LIABILITY

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

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

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

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

17. FAILURE TO EXECUTE CONTRACT.
Any bidder not lawfully released from its bid, who refuses to execute a contract in accordance with its bid or who fails, refuses or is unable to furnish any required payment security, performance security or insurance, as may be required by the Invitation and Bid and/or

these Terms and Conditions of Bidding and Contract, shall be liable for 10% of the amount of its bid, as liquidated damages to the City; or where the damages are readily ascertainable by the City, for the actual loss, cost or damage incurred by the City as a result of its failure to execute the contract or to furnish such bonds, performance security or insurance.

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

19. DEFAULT and TERMINATION.
All work performed and goods and services rendered by a successful bidder (referred to in this Section as "Contractor") under any Contract resulting from the Invitation and Bid shall strictly conform to these Terms and Conditions of Bidding and Contract and the specifications and requirements contained in the Invitation and Bid.

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

   i. Failure by Contractor to comply with any provision of the Contract, including the bid specifications contained in the Invitation and Bid and these Terms and Conditions of Bidding and Contract and/or failure by Contractor to comply with "applicable law" as that term is defined in Paragraph 24.

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

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

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

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

   vi. The Procurement Department's determination that the Contractor is not a responsible bidder on the Invitation and Bid, where such determination is made, and is based upon, information received after award of the Contract and/or after execution of the Contract by the Procurement Commissioner and/or after satisfaction of any or all other conditions of a binding Contract set forth in Paragraph 13 above.

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

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

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

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

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

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

TAX MATTERS

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

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

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

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

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

23. TAX REQUIREMENTS.
Any person or entity that bids on and/or is awarded a contract by the City and/or School District of Philadelphia, is subject to Philadelphia's business tax ordinances and regulations.

a. The City Solicitor has determined that anyone who is awarded a contract by the City and/or School District pursuant to a bid has entered into a contract within the City, and the subsequent delivery of goods into the City or performance of services within the City constitutes doing business in the City and subjects the successful bidder, including but not limited to, one or more of the following taxes:

   i. Business Income and Receipts Tax
   ii. Net Profits Tax
   iii. City Wage Tax

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

GENERAL INFORMATION

24. COMPLIANCE WITH LAWS.

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

25. NONDISCRIMINATION.

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

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

26. ETHICS REQUIREMENTS.

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

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

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

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

27. NORTHERN IRELAND, IRAN or SUDAN.

Section 17-104(4)(a) and (b) of The Philadelphia Code prohibits the City from accepting bids from companies that do business in Northern Ireland, Iran and Sudan unless, in the instance of Northern Ireland, that business has implemented the fair employment principles embodied in the MacBride Principles or in the instance of Iran or Sudan, there exists a federal override or the business is excluded from disqualification as described in the Sudan

Accountability and Divestment Act of 2007. In furtherance of this ordinance, bidder makes the following certification and representations:

a. In accordance with Section 17-104 of the Philadelphia Code, bidder by execution of its bid certifies and represents that (i) bidder (including any parent company, subsidiary, exclusive distributor, or company affiliated with Bidder) does not have, and will not have at any time during the term of any Contract resulting from this bid (including any extensions thereof), any investments, licenses, franchises, management agreements or operations in Northern Ireland, Iran and Sudan and (ii) no product to be provided to the City under any resulting Contract will originate in Northern Ireland, Iran or Sudan unless, in the instance of Northern Ireland, Bidder has implemented the fair employment principles embodied in the MacBride Principles or in the instance of Iran or Sudan, there exists a federal override or the Bidder is excluded from disqualification as described in the Sudan Accountability and Divestment Act of 2007. In addition to any other remedies reserved under this Bid and Contract, any false certification by Bidder is subject to the penalties stated in Section 17-104 (c) (.3) which include relinquishment of any Bid Security, termination of the Contract and ineligibility for future bids

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

a. In accordance with Philadelphia Code Section 17-104 (2), the successful bidder, after award of the Contract, will complete an affidavit certifying and representing that the bidder (including any parent company, subsidiary, exclusive distributor or company affiliated with bidder) has searched any and all records of the bidder or any predecessor business entity regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era. The names of any slaves or slaveholders described in those records must be disclosed in the affidavit.

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

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

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

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

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

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

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

29. MINIMUM WAGE & BENEFITS AND PREVAILING WAGE.

a. If this bid is for the furnishing of services, except where services are incidental to the delivery of supplies or equipment, it is subject to Chapter 17-1300 of The Philadelphia Code and Mayoral Executive Order 03-14 which establish minimum benefits (health benefits and sick leave) and wages for employees. If Contractor and Contractor's first tier subcontractor(s) furnishing services to the City meet the definition of "Employer," as set forth in Philadelphia Code Sections 17-1302(5) and 17-1303, each shall comply with the minimum wage and benefits provisions established by these laws: from May 20, 2014 through December 31, 2014, the minimum wage shall be $10.88 per hour; on January 1, 2015, the minimum wage shall be $12.00 per hour, which wage amount shall be adjusted annually thereafter, by the CPI Multiplier.* Contractor and its first tier subcontractor(s) shall notify each affected employee what wages are required to be paid. Accordingly, Contractor by submission of its Bid, acknowledges and certifies its compliance with Chapter 17-1300 and Executive Order 03-14 and shall also require its first tier subcontractors to likewise certify and acknowledge their compliance. Contractor shall promptly provide to the City, at its request, all documents and information verifying its compliance and its first tier subcontractor(s)' compliance with these laws. Any request for a partial or total waiver of these requirements must be based on specific stipulated reasons elaborated in Philadelphia Code Section 17-1304 and should be directed to the attention of the Office of Labor Standards within the City's Managing Director's Office (MDO). Failure to comply with these provisions absent an approved waiver or partial waiver, is an event of default under the Contract and shall also subject Contractor and its first tier subcontractor(s) to the enforcement provisions in Philadelphia Code Section 17-1312.

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

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

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

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

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

32. **Protected Health Information.**

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

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

SIGNING OF BIDS

This contract consists of the Invitation and Bid, all addenda issued thereto by the City, any surety bonds approved as to legal form by the Law Department, any Solicitation for Participation and Commitment Form, all warranties, insurance, exhibits and attachments reviewed and accepted by the City and the foregoing Terms and Conditions of Bidding and Contract (collectively, the "contract") and contains all the terms, conditions and requirements agreed upon by the parties. The terms "contract" and "agreement," whether capitalized or uncapitalized, shall have the foregoing meaning wherever they are used in the Invitation and Bid, addenda thereto, the Terms and Conditions of Bidding and Contract, and this page. No other contract or agreement, oral or otherwise, regarding the subject matter of the contract shall be deemed to exist or to bind any party hereto or to vary any of the terms contained in the contract.

This contract may not be changed, amended or renewed, in whole or in part, except by a written amendment signed by the parties, the form of which may be "Renewal Letter" or an "Add-On Letter" as issued by the Procurement Department. No waiver by the City of any breach or noncompliance by the undersigned with any provision of this contract shall relieve the undersigned of any of its obligations or representations made under this contract.

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

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

SIGNING OF BIDS:
If the bidder is an INDIVIDUAL or a PARTNERSHIP, or if the bid does not exceed $32,000, date and sign the bid here, with the original signatures, in ink.

This _____day of_____20

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

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

This_____day of_____20

CORPORATE SEAL

	(Corporate or Business Name of Bidder)
(Address, including Zip Code)	**(Telephone Number, including Area Code)**
(Signature of President or Vice President)	**(Signature of Secy., Asst. Secy., Treas. or Asst. Treas.)**
(Type or Print Name and Title)	**(Type or Print Name and Title)**
APPROVED AS TO FORM	**CONTRACT EXECUTION**
(Assistant City Solicitor)	**(Procurement Commissioner)**