

## BID OPENING DATE AND TIME

**ON: AUGUST 10, 2010**

**AT: 10:30 A.M.**

<b>BID NO.</b>  <b>S1Z56980</b>	<b>PAGE</b> <b>1</b> <b>OF</b> <b>67</b>	<b>INVITATION AND BID ADVERTISED</b>	<b>BIDDER MUST COMPLETE BELOW</b>
This Invitation to Bid with your quotations must be received prior to the above cited bid opening date and time.		 BIDS MUST BE RETURNED TO  <b>CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT MUNICIPAL SERVICES BLDG. 1401 JFK BLVD, ROOM 170A</b>  PHILADELPHIA, PA 19102-1685	BIDDER AGREES TO COMPLY WITH ALL CONDITIONS OF THIS BID. UNSIGNING BIDS WILL NOT BE ACCEPTED.
DEPARTMENT <span style="float: right;">DIVISION</span> <b>VARIOUS</b>			NAME AND ADDRESS OF FIRM
AWARDED			Federal EIN/Social Security Number
DATE FOR THE PROCUREMENT COMMISSIONER			<b>BUYER K. HANAGAN K. OWENS</b>

**TITLE OF BID: TELEPHONE COMMUNICATIONS HARDWARE AND SERVICES**

### Office of Economic Opportunity (OEO) – Anti- Discrimination Policy Executive Order 02-05 – Bidder Requirements

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

#### Participation Ranges

M-BE:	15	to	25%
AND/OR			
W-BE:	15	to	25%
DS-BE:	0	to	1 %

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

### BID QUESTIONS

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

**For City Use Only**

BID SECURITY See Conditions of Bidding	MASTER BID SECURITY		CERTIFIED CHECK SUBMITTED WITH BID	
	<input type="checkbox"/> YES	<input type="checkbox"/> NO	AMOUNT	CHECK NUMBER

**CITY OF PHILADELPHIA  
OFFICE OF ECONOMIC OPPORTUNITY  
ANTIDISCRIMINATION POLICY- MINORITY, WOMEN AND DISABLED OWNED  
BUSINESS ENTERPRISES**

**FORMS, INSTRUCTIONS AND SPECIAL CONTRACT PROVISIONS<sup>1</sup>  
FOR BIDS TO BE AWARDED BY THE PROCUREMENT DEPARTMENT  
(BIDS)**

Under the authority of Executive Order No. 02-05, the City of Philadelphia has established an antidiscrimination policy ("Policy") relating to the participation of Minority (MBE), Women (WBE) and Disabled (DSBE) Owned Business Enterprise in City contracts. The purpose of this Policy is to provide equal opportunity for all businesses and to assure that City funds are not used, directly or indirectly, to promote, reinforce or perpetuate discriminatory practices. The City is committed to fostering an environment in which all businesses are free to participate in business opportunities without the impediments of discrimination and participate in all City contracts on an equitable basis. In accordance with the contracting requirements of the City, the City's antidiscrimination policy is applicable to this Invitation and Bid.

The Office of Economic Opportunity (OEO) has approved projected ranges of participation for this Invitation and Bid which serve as a guide in determining each bidder's responsibility. These ranges represent the percentage of MBE, WBE and/or DSBE (collectively, "M/W/DSBE") participation that should be attained by M/W/DSBEs from business opportunities existing in the available market absent discrimination in the solicitation and selection of these businesses. These ranges are based upon an analysis of factors such as the size and scope of the contract and the availability of certified M/W/DSBEs to perform various elements of the contract. Please review these forms carefully as the submission of a Solicitation For Participation and Commitment Form and any supporting documentation (more fully discussed below) is an element of responsiveness to the bid and failure to submit the required information will result in rejection of your bid.

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

<sup>1</sup> These Instructions, Forms and Special Contract Provisions relating to Mayoral Executive Order 02-05 are issued by the Office of The Office of Economic Opportunity on an interim basis.

## **ANTI-DISCRIMINATION POLICY**

### **A. PARTICIPATION RANGE**

1. Only firms that are certified by the OEO at the time of bid opening will be credited toward the participation ranges on City contracts. A list of currently certified firms is maintained by the OEO and is available online at [www.phila.gov/OEO/directory](http://www.phila.gov/OEO/directory) or in printed form at the OEO offices, located in the Municipal Services Building, 1401 JFK Blvd. Suite 330, Philadelphia, PA. 19102-1666.

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

3. In order to maximize opportunities for as many businesses as possible, a firm that is certified in two or more categories (e.g. MBE and WBE and DSBE or WBE and DSBE) will only be credited toward one participation range as either an MBE or WBE or DSBE. The firm will not be credited toward more than one category. 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 Invitation and 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 certified by the OEO prior to bid opening;
- 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 bidding, planning, staffing and daily management;
- The business arrangement must be customary (i.e., each partner shares in the risk and profits of the joint venture commensurate with their ownership interest, contributes working capital and other resources, etc).

5. M/W/DSBE subcontractors must perform at least fifty percent (50%) of the cost of the subcontract (not including the cost of materials, equipment or supplies incident to the performance of the subcontract) with their own employees.

6. For the purpose of applying the participation ranges on Public Works projects that include add or deduct alternates, commitments listed by bidders on the Solicitation for Participation and Commitment Form should be based upon the base bid. In the event the City elects to award any add or deduct alternates, the City reserves the right to require the apparent lowest responsible bidder to amend its Solicitation for Participation and Commitment Form, to ensure the bidder's continuing responsibility.

## **ANTI-DISCRIMINATION POLICY**

7. 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. (If the Invitation and Bid is for a requirements-type contract, a percentage amount will suffice.) 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 from bidder in the event of an inconsistency or ambiguity in the Solicitation For Participation and Commitment Form.

### **B. RESPONSIVENESS**

1. Any bid that the OEO determines is not responsive to the Policy will be rejected, subject to appeal by bidder as more fully discussed below. A bid responsive to the Policy is a bid 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. When a bidder is unable to achieve the participation ranges, a bid responsive to the Policy contains the required documentary evidence along with a written request for the reduction of part or all of the M/W/DSBE participation ranges, which reduction or waiver is granted based upon a determination by the OEO that the bidder did not discriminate. Although the City reserves the right to allow post-bid opening submission of OEO Forms and information responsive to the Policy, a bidder's failure to submit the required information on M/W/DSBE participation or to cooperate with the OEO will result in rejection of the bid as nonresponsive.

2. Bidders must submit documentary evidence of MBE, WBE and DSBEs who have been solicited and with whom commitments have been made in response to the participation ranges included in this Invitation and 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 there from) as well as all commitments made prior to bid opening shall be submitted, concurrently with the bid, on the enclosed document entitled "Solicitation For Participation and Commitment Form". A bidder should only make actual solicitations of M/W/DSBEs whose work or materials are within the scope of this Invitation and 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. The bidder's listing of a commitment with a 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 should submit along with the Solicitation For Participation and Commitment Form, a document entitled "Joint Venture Eligibility Information Form," available at the Office of the OEO, for the City's review and approval of the joint venture arrangement.

## ANTI-DISCRIMINATION POLICY

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

- If no MBE/WBE/DSBEs were solicited for the type of services or materials to be contracted, please give reason(s) why no such solicitation was made.
- Document all solicitations and commitments made with non-M/W/DSBEs for services or supplies incident to the performance of the contract; include copies of quotes received.
- Provide reasons for not committing with any MBE/WBE/DSBEs that submitted a quote, regardless of whether the quote was solicited by bidder.
- 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).

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

- Whether the bidder's actions were motivated by considerations of race or gender or disability. The OEO may investigate the bidder's contracting activities and business practices on similar public and private sector contracts. For example, if bidder rejects any M/W/DSBE based on price, bidder must fully document its reasons for the rejection and also demonstrate that bidder subjects non-M/W/DSBEs to the same pricing standards. OEO will investigate whether there was any attempt at good faith negotiation of price.
- Whether M/W/DSBEs were treated as equally as other businesses in the solicitation and commitment process. For example, the OEO will investigate whether M/W/DSBEs are given the same information, access to the bid, plans, specifications, and requirements of the contract and given adequate amount of time to prepare a quote 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 in contractor negotiated subcontract opportunities or solicited M/W/DSBEs at pre-bid meetings.

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- 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, prompt payment practices or bonding assistance.

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 Procurement Commissioner or his/her designee (the "Commissioner").

- a. If the apparent low bidder's bid is determined nonresponsive by the OEO, the bidder will be notified and may file a written appeal with the OEO within forty-eight (48) hours of the date of notification. The decision of the OEO may be appealed in writing within forty-eight (48) hours of the date of the OEO's decision to the Director of Finance or his/her designee whose decision shall be final.

### **C. RESPONSIBILITY**

1. Upon award, the completed Solicitation For Participation and Commitment Form and accompanying documents regarding solicitation and commitments with MBEs, WBEs and DSBEs become part of the contract. M/W/DSBE percentage commitments are to be maintained throughout the term of the contract and shall apply to the total contract value (including approved change orders and 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. [For Concession bids, the successful bidder shall deliver payment within ten (10) days after receipt of the M/W/DSBE' invoice] 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 Invitation and 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 2-05 or by reason of any contract resulting from the Invitation and 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, or intentionally excluded a M/W/DSBE from a bid on the basis of minority status, gender or disability, the OEO may recommend to the Director of Finance 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.

## **ANTI-DISCRIMINATION POLICY**

### **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 and information from any bidder, subcontractor, supplier, manufacturer or contract participant that may be required in order to ascertain bidder's responsiveness and responsibility.
2. Failure to cooperate with the OEO in its review will result in a determination that the bidder's bid is nonresponsive and its bid will be rejected.

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

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

### **F. REMEDIES**

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

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

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

SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM (Bid) <i>Minority (MBE), Women (WBE), and Disabled (DSBE) Business Enterprises</i>				COMMERCE DEPARTMENT <i>OFFICE OF ECONOMIC OPPORTUNITY (OEO)</i>					
Bid Number		Name of Bidder		Date of Bid Opening					
List below ALL MBE/WBE/DSBEs that were solicited regardless of whether a commitment resulted therefrom. - Photocopy this form as necessary.									
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> DSBE	Work 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 #		YES	NO	Dollar Amount			
OEO CERTIFICATION #						\$			
						Percent of Total Bid			
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> DSBE	Work 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 #		YES	NO	Dollar Amount			
OEO CERTIFICATION #						\$			
						Percent of Total Bid			
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> DSBE	Work 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 #		YES	NO	Dollar Amount			
OEO CERTIFICATION #						\$			
						Percent of Total Bid			
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> DSBE	Work 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 #		YES	NO	Dollar Amount			
OEO CERTIFICATION #						\$			
						Percent of Total Bid			

(Rev. 11/2008/jss)

<sup>1</sup> M/W/DSBEs listed above must be certified by the OEO prior to bid submission date.

<sup>2</sup> Failure to give reason for no commitment may result in rejection of your bid.

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**SECTION 1: GENERAL BID SUBMISSION**

1.1 **TITLE: Telephone Communications Hardware and Services**

1.2 **SCHEDULE NO: 498**

1.3 **CONTRACT TERM: 10/1/2010 to 9/30/2011** (“Initial Term”), with an option to renew for up to **three (3 )** additional **one (1)** year periods, (“the Renewal Term”) exercisable, at the City’s sole discretion, as of the expiration of the Initial Term or then current Renewal term. The City may, at its sole discretion, renew the contract for up to three (3) months at the beginning of each renewal period(s) (the “Additional Performance Period”), if a decision has been made not to renew the contract for an entire year.

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

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

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

1.4 **CONTRACT TYPE: REQUIREMENTS**

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

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

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

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

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

1.6 **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 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 Before submitting bids, bidders shall familiarize themselves thoroughly with the requirements of the specifications for the work to include all items

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of work that pertain thereto or are required of them to satisfactorily complete the work.

1.6.4 Whenever the title "Communications Manager" is used throughout these documents it will mean the Communications Manager appointed by the Division of Technology (DOT), 1234 Market Street 18<sup>th</sup> Floor Philadelphia, PA 19107 (215) 685-1688, or any substitute designated by the Communications Manager. The 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 Communications Manager.

1.6.5 **Supplementary Definitions:**

- a. **Owner** The City of Philadelphia
- b. **Department** Division of Technology (DOT),  
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  
equipment is the City of Philadelphia.

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- 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

**BIDDER'S QUALIFICATION:**

- 1.7.1 Contractor must have a minimum of four (4) employees who are NEC certified technicians and shall furnish, on a separate attachment, the names of four (4) NEC certified technicians they intend to utilize during the term of this contract. Failure to submit the requested attachments may disqualify your bid.
- 1.7.2 If contractor is offering equipment other than NEC for new installations, he must have a minimum of four (4) employees who are certified technicians for the equipment offered. Contractor shall furnish, on a separate attachment, the names of the four (4) certified technicians he 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.
- 1.7.3 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 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.
- 1.7.4 Please note that reference information in each section must be completed. Failure to submit this information may result in the bidder's disqualification.

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**SECTION 1:**

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

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

**SECTION 2:**

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

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

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

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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 considered binding or relevant.
- 1.8.3 Contractors are urged to carefully review the specifications and requirements of this bid.

1.9 **BID SUBMISSION:**

- 1.9.1 Bid information must be submitted to the City of Philadelphia no later than the time and date for the bid opening.
- 1.9.2 Advertised sealed bids will be received and read publicly at 10:30 AM in Room #170A, 1<sup>st</sup> Floor, Municipal Services Building, 1401 JFK Boulevard.
- 1.9.3 Bid should be complete and include ALL information required as described in the various paragraphs of the bid specifications.
- 1.9.4 All pricing must be completed on the forms provided; be complete; and be in ink or typed.
- 1.9.5 The bid must be complete as to required bid signatures and corporate seal, and fully accept the terms and conditions contained in the bid.
- 1.9.6 Contractors shall carefully examine the specifications, and, by submitting a bid, represent that the bid has been read and understood.
- 1.9.7 Bidder must bid on all items in Section 5 to be eligible for award.
- 1.9.8 Bidder to state location of service shop as required in Paragraph 2.3.3.

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1.9.9 **CONTACT PERSON(S):**

**PRE-AWARD:**

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

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

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

City/State/ZC: \_\_\_\_\_

Telephone No.(\_\_\_\_\_) \_\_\_\_\_ Ext.: \_\_\_\_\_

Fax No.(\_\_\_\_\_) \_\_\_\_\_

E-mail address \_\_\_\_\_

**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 \_\_\_\_\_

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- 1.9.10 When M-BE, W-BE or DS-BE ranges are required on an Invitation and Bid, bidders are reminded that the submission of a blank “Commerce Department Office of Economic Opportunity (OEO) Solicitation and Commitment Form” will be deemed non-responsive and ineligible for an award. Bidders are reminded to read carefully and entirely the “Bidder’s Guidelines relating to Executive Order 02-05”.

OR

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

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

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

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

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

Prime or subcontractor’s LBE Certification Number\_\_\_\_\_

If applicable:

Subcontractor’s Name\_\_\_\_\_

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

1.9.12

**BID QUESTIONS OR PROBLEMS**

In preparing the bid response, should any bidder need clarification on the bid requirements, identify a discrepancy in the specifications, determine that a specified product has been discontinued or an alternate procedure is advised, etc.; then the bidder is STRONGLY encouraged to bring these issues to the attention of the Procurement Department’s Public Information Unit prior to the bid opening by calling (215) 686-4720 or 4721, or by faxing (215) 686-4716.

**Questions, whether phoned or faxed, should be received no later than three (3) business days after the scheduled mandatory Pre-Bid Meeting referenced in paragraph 1.12 of this Invitation and Bid. The City reserves the right to only respond to those questions submitted prior to the stated deadline.** If it is in the City’s best interest to do so, the bid MAY be amended to reflect the proposed changes/modifications. **Exceptions taken DO NOT obligate the City to change the specifications. The City of Philadelphia, Procurement Department will notify all bidders in writing, by addendum duly issued, of any interpretations/changes made to specifications or instructions. The City will not accept responsibility for oral instructions, suggestions or changes by any City agency.**

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

1.10

**BID SECURITY:**

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- 1.10.1 Bid Security will be based on the extended total amount for the estimated quantities in Sections 5.1 through 5.2 plus the estimated expenditures (\$500,000.00) for Section 5.3.
- 1.10.2 Bidders must submit, with their bid a bid bond on the enclosed City form - Attachment A, in the amount of 10% of the grand total computed and entered in Section 5 (Page 66, Paragraph 5.4). 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.
- 1.10.3 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.

1.11 **BID PROCESSING FEE:**

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

1.12 **MANDATORY PRE-BID MEETING**

- 1.12.1 A Mandatory Pre-Bid Meeting will be held for all interested parties on **Tuesday, July 27, 2010** at **1PM** in the Procurement Department Bid Room, Room 170, 1401 J.F.K Blvd., Philadelphia, PA 19102.

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The purpose of this meeting will be to review the requirements contained in the bid document and entertain general questions that bidders may have concerning any of the aspects of services or equipment to be provided.

Attendance at this Pre-Bid Meeting is a requirement for bidding.

**"IT IS THE VENDOR'S RESPONSIBILITY TO ENSURE THAT THEY ARRIVE AT THE PRE-BID MEETING ON TIME. VENDORS WHO ARRIVE TWENTY MINUTES AFTER THE MEETING HAS STARTED, MAY BE DENIED ENTRY TO THE MEETING."**

- 1.12.2 Questions should be submitted in writing by mail or fax in advance of the meeting to:  
Kevin.Hanagan @Phila.Gov  
Procurement Department  
Room 120, Municipal Services Building  
1401 J.F.K. Blvd.  
Philadelphia, PA 19102  
Telephone: (215) 686-4780  
Fax: (215) 686-4727
- 1.12.3 Please clearly state the Bid Number **S1Z56980** on your fax cover sheet.
- 1.12.4 All questions at the pre-proposal meeting must be in writing. All questions that materially impact upon the proposal process will be answered, in writing, in a formal addendum issued by the City. Oral responses by City employees or their representatives are not binding and shall not in any way be a commitment by the City. The addendum, if required, will be sent to all attendees.

## **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), the following:

- 2.1.1 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.

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- 2.1.2 The intent is to make the telephone instrument entirely operational and to be compatible with the LEC equipment and/or Embedded Premises Equipment.
- 2.1.3 The area covered by this specification is any City owned or rented facility in the City of Philadelphia.
- 2.1.4 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.
- 2.1.5 The best estimate of our needs for the initial term is 2200 single line telephones and 300 multi-line telephones. However, this award does not commit the City of Philadelphia to the purchase of any specific number of either type telephones.
- 2.1.6 Several installation requests in the same time frame will require sufficient numbers of installation crews 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 Director of Communications in advance.

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

- Cabling work only
- Procurement of specialized data hardware required in conjunction with Telephone Communications Hardware

Specifically excluded from purchase under the contract resulting from this Invitation and Bid are PCs, Laptops, Network Servers, Mobile Data Terminals etc. and other equipment not designated specifically for Telephone Communication.

The majority of these excluded items are presently covered by other City-wide contracts and are not considered related or appropriate to the general scope of services required under this Invitation and Bid.

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## 2.2 **GENERAL**

The following section has to 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. In the event that any article/item has been discontinued the City will accept refurbished equipment.

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

All like articles/items required shall be 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 Series II six/sixteen 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, 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 and Nortel.

### 2.3.2 ***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 (Communications Manager) in advance. All cable installation shall be compatible with EIA/TIA 568 A & B, 569 Standards. The entire installation shall meet all Building, Electrical and Tele Communication Codes.

Response time to start and complete installation shall coincide with dial tone installation as provided by Local Exchange Carrier.

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All installations shall be inspected by the City Communications Manager or his representative for accuracy, neatness and conformance to industry standards.

Communications Manager, or his representative, will perform periodic job site inspections.

2.3.3 ***Service Shops***

The Contractor shall have a full service department within 25 miles of City Hall, City of Philadelphia. Shop location must be specified with bid response. 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.

2.3.4 ***Service Request***

The Contractor shall provide the necessary installation service 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) within four (4) hours if requested before 11:00 A.M. and shall be responded to by the following morning if requested after 11:00 A.M. This service shall be performed 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 Communications Manager shall be responded to within two (2) hours. Emergency work which is required to be performed after the normal working hours of the trade, weekends and holidays shall be listed as an extra labor charge only.

2.3.7 ***Warranty***

The twelve (12) month warranty on installed items Section 2.4 shall start from the acceptance of the installation of the equipment.

This shall include on-site visit(s) and shall include the repair/replacement of the equipment at no cost to the City.

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2.3.8 ***Coordination***

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

2.3.9 ***FCC Rules and Regulations***

The telecommunications equipment supplied and installed shall comply fully 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 meet especially 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 all efforts shall be made to adhere to the equipment list as specified in Section 2.4, it does not alleviate the bidder from installing as specially requested, some of the following:

- a - Intercommunication
- 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

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### 2.3.11 ***Types of Calls***

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

- (a) Inner City
- (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, pager number 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 to 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 place 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 Departments. The request for the survey and estimate does not guarantee or imply, warrant that the City will authorize or award the proposed work to the contractor.

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## 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 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.

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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 except expanded to the multi-button requirements.

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#### 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 ***Electronic Telephones***

2.4.5.1 All electronic equipment shall be NEC/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 ***Electronic Key Telephone Set Description***

Electronic telephone sets shall have the following minimum features:

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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

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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 ***Electronic Key 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 SV8600 SERIES

Professional Level I

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Professional Level II

Professional Level II advanced

Elite IPAX

- 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.

**Electronic Key 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

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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

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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

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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 Communication Manager. Should the construction of temporary storage structures be permitted at no cost to the City, they shall conform to all

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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 detail 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 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 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 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.

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- 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 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 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**

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

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- 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 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 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.

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## 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. 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 Communications Manager.
- 2.7.5 The Contractor shall also provide manufacturer certified training for City telephone technicians 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 Communications Manager for his approval and 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.

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- a. Sufficient detail shall be provided in order to track and monitor the project. Upon approval, five (5) copies shall be provided to the Communications Manager. Implementation shall begin upon approval of the plan/chart by the Communication Manager and shall be vigorously prosecuted in order to ensure completion at the agreed date within the prescribed time limit.
  - b. The 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 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 Bids which are determined to be non-responsive for reasons of:
  - (i) improper bid security
  - (ii) improper bid execution
  - (iii) incompleteness
  - (iv) offering counter terms and conditions
  - (v) improper or incomplete execution of OEO documents (if applicable)

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

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

**3.2 AWARD**

3.2.1 This bid will result in a single contractor award. No partial bids are acceptable. Bidders must submit quote on all items in 5.1 through 5.3.

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 The contract will be awarded to the responsible bidder submitting the lowest overall price quotation for the total amount for the estimated quantities in Sections 5.1 through 5.2, plus total of all items in Section 5.3.

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

Unless the Procurement Commissioner determines not to grant a preference for the reasons stated in subsection b. of the LBE Regulation, an LBE whose bid is otherwise responsive and responsible and who has submitted the information required above shall be granted a five percent bid preference on competitive bid(s) awards that are over \$30,000.00 and awarded as a whole or by section.

**3.2.5 PERFORMANCE SECURITY**

The City shall require an individual performance security bond in the amount of 100% of the extended total amount for the quantities in Sections 5.1 through 5.2 plus the estimated expenditures listed in Section 5.3.

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Performance Security shall be required for any subsequent renewal periods.

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

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

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

3.2.7 **INSURANCE:**

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

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

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

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## **SECTION 4: CONTRACT MANAGEMENT**

### **4.1 CITY OF PHILADELPHIA RESPONSIBILITY:**

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

#### **Order Against Contracts**

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

- 4.1.2 Invoices shall be submitted after delivery and acceptance of the product or service by the City. The City attempts to process invoices in a timely manner. Delays can occur because of incomplete or inaccurate invoicing information. Please make sure that invoices contain the following information to help the City process payments to the Contractor as quickly as possible.
- (a) After the delivery or services have been completed the Contractor must submit three (3) copies of the invoice for payment to the receiving department listed on the purchase order.
  - (b) The invoice must correctly reference the purchase order number, the vendor name, address and Federal Employer Identification number.
  - (c) Checks will only be made payable to the company name as shown on the purchase order; the invoice must reflect this same company name as the "pay to".
  - (d) The invoice must show the quantity and type of item or service and the price.
  - (e) The unit of purchase on the invoice must agree with the unit cited on the purchase order. Reference to the specific line item is helpful.
- 4.1.3 The using agencies and departments are responsible for monitoring the services and/or products delivered as described in the contract. If any

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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 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 deliver only products, services or equipment (as applicable) as authorized in the contract and only after receipt of a purchase order or other authorized document from the Procurement Department. All orders must be in writing. Contractor shall not accept verbal delivery requests until after receipt of purchase order or other authorizing document from Procurement.
- 4.2.2 Contractor may deliver only products, services or equipment (as applicable) at the prices quoted in the contract and that are reflected on a purchase order or a change to a purchase order (a change to a purchase order is issued whenever the items, unit price, total amount, or terms and conditions change from the original purchase order).

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- 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 contractor receives an order for products, services or equipment not specifically priced and incorporated into the contract, they must:
- (i) bring this to the immediate attention of the Procurement Dept., and
  - (ii) notify the ordering agency in writing and refuse to deliver.
- 4.2.5 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, contractors shall honor and be paid for orders placed until the close of business of the date of purchase order expiration. Delivery of product may occur following purchase order expiration, so long as the order was placed prior to the purchase order expiration date.
- 4.2.7 For performance of services, contractor 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 **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.
- 4.2.9 At the conclusion of this contract, Contractor agrees to cooperate with any incoming vendor on a transition plan to ensure an orderly changeover of responsibilities.

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4.2.10 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.

4.2.11 **Payments To OEO Subcontractors**

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

The successful bidder shall, within five (5) business days after receipt of a payment from the City for work performed under the contract, deliver to its M/W/DSBE subcontractors the proportionate share of such payment for work performed (including the supply of materials) by its M/W/DSBE subcontractors. In connection with payment of its M/W/DSBE subcontractors, the successful bidder agrees to fully comply with the City’s payment reporting process. The successful bidder is required to submit with each invoice the completed “Prime Contractor’s Payment to OEO Subcontractors’ Form” indicating what percentage and dollar amount of the invoice that will be paid to its MBEC certified subcontractor(s).

Failure to submit the attached “Prime Contractor’s Payment to MBEC Subcontractors’ Form” with each invoice may result in rejection of the invoice.

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 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 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).

When field conditions so dictate, modifications to the contract may be authorized by the Director prior to the formal written authorization of the modifications.

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If changes in design of any portion of the work or the requirements of the specifications are deemed necessary by the 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 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 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 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 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.

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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 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. Prompt payment discount, if applicable; and
- f. City purchase order and contract numbers.
- g. Details of Contract Funding Codes

##### 4.5.2 ***Termination Due to Non-appropriation***

- a. In the event sufficient funds are not appropriated, any future fiscal period of City for purchase payments due under Agreement, City shall promptly notify Contractor of such occurrence and this Agreement shall, in accordance with the provisions of paragraph 1.4.2, terminate as of the last day of the fiscal period for which an appropriation was received, without penalty or expense to 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 (i.e. normally within 30-45 calendar days following receipt of proper invoice). Any credit due hereunder may be applied against Contractor invoices with appropriate information attached.

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#### 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 "Service 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 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 this Paragraph 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

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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 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 Section 4.9.3.2:

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4.9.3.2 The City of Philadelphia 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 ("RAM") 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.

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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 bargaining 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 Unit 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 forth 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.

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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**

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CITY OF PHILADELPHIA

**Prevailing Wage Rate Schedule**

Telephone Communications Installation Bid

Electrician

Bid No# S1Z56980

<u>CLASSIFICATION</u>	<u>BASIC HOURLY RATE</u>	<u>FRINGE BENEFITS</u>
<u>Electrician Journeyman</u>	\$46.85	\$26.89

Notes of Interest:

- (1) Contractors are advised to contact the Philadelphia Labor Standards Unit with any questions regarding job classifications, prevailing wage rates, fringe benefits and area working conditions.
- (2) Prior to employing apprentices on a Public Works Project, the contractor is required to provide written evidence of employee's active registration in a bona fide apprenticeship program registered with the United States Department of Labor, Employment & Training Administration, Bureau of Apprenticeship & Training, or with a State Apprenticeship Agency recognized by the Bureau. The contractor shall forward proper documentation for each bona fide apprentice to the:

Philadelphia Labor Standards Unit (PLSU)  
Municipal Services Building  
1401 J.F.K. Boulevard - 6<sup>th</sup> Floor  
Philadelphia, PA 19102-1670  
Telephone Numbers: (215) 686-2132

Fax Number: (215) 686-2116

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#### 4.11 **PRICE ESCALATION**

##### 4.11.1 ***PRICE INCREASE***

Contractor shall provide Telephone Communications Hardware and Services 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 June of the current year from June 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.

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4.12 ***VENDOR ACCEPTANCE - 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)**

ALL PRICING SHALL BE CONSIDERED AS FIXED PRICING AS SPECIFIED UNDER THE TERMS NOTED IN SECTION 4.3 OF THIS BID DOCUMENT.

**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 the meet the industry standards.

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#20910-007

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>PRICE</u>	<u>EST QTY</u>
1	Single Telephone line from the IDF termination point to <u>and including furnishing</u> the RJ11 jack (length not specified).	EA	_____	500
2	Single Data line from the IDF termination point to <u>and including furnishing</u> the RJ45 Category 5 jack (length not specified).	EA	_____	500
3	Combination Single Telephone line/Data line from the IDF termination point to <u>and including furnishing</u> the RJ11 jack and the RJ45 Category 5 jack installed in a single housing (length not specified).	EA	_____	500
4	Six-button telephone cable from the Key Service Unit - KSU to <u>and including furnishing</u> the pigtail 50 terminal miniature ribbon connector and install six-button telephone (length not specified).	EA	_____	10
5	24 Strand Fiber Optic Cable installed in inner duct (unterminated).	LF	_____	350
6	Termination of both ends of a single fiber optic strand using ST Connectors including patch panel.	EA	_____	200

**SUBTOTAL: Cost for Item 5.1:**

**Items 1 through 6 =**

**\$\_\_\_\_\_**

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**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 will be only for instruments and appurtenances. The Push Button Telephones must be the Dial Tone Multiple Frequency (DTMF) units (See specification paragraph 2.3 and 2.4).

<u>ITEM</u>	<u>#41060-002</u>	<u>UNIT</u>	<u>EST</u>	
	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>PRICE</u>	<u>QTY</u>
7	4 Pair Voice CAT5e Teflon Cable	FT	_____	10,000
8	4 Pair Cat6 Cable	FT	_____	10,000
9	RG62 Coaxial Cable	FT	_____	1,000
10	25 Pair Cable (PVC)	FT	_____	2500
11	50 Pair Cable (PVC)	FT	_____	2500
12	100 Pair Cable (PVC)	FT	_____	1000
13	25 Pair Cable (Teflon)	FT	_____	2500
14	50 Pair Cable (Teflon)	FT	_____	2500
15	75 Pair Cable (Teflon)	FT	_____	1000
16	100 Pair Cable (Teflon)	FT	_____	1000
17	200 Pair Cable (Teflon)	FT	_____	1000
18	7 FT CAT5 Data Patch Cords	EA	_____	500
19	10 FT CAT5 Data Patch Cords	EA	_____	100
20	18 FT CAT5 Data Patch Cords	EA	_____	25
21	Single Pair 24AWG Cross Connect Wire	FT	_____	3000
22	3 Pair 24AWG Cross Connect Wire	FT	_____	1000
23	6 strand fiber optic cable (62.5/125 microns)	FT	_____	1000
24	12 strand fiber optic cable (62.5/125 microns)	FT	_____	2000
25	24 Strand Fiber Optic Cable (62.5/125 Microns)	FT	_____	3000

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S1256980</b>	PAGE OF <b>50 67</b>
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26	6 FT Dual Fiber Jumper-sm/mm	EA	_____	50
27	10 FT Dual Fiber Jumper-sm/mm	EA	_____	50
28	16 FT Dual Fiber Jumper-sm/mm	EA	_____	25
29	66M150 Termination Blocks	EA	_____	300
30	89B Brackets for 66M150	EA	_____	300
31	RJ11 Sticky Back Jack	EA	_____	2000
32	RJ45 CAT5 Jack (Typical Suttle#103A8-50)	EA	_____	1000
33	RJ21X termination block	EA	_____	20
34	RJ31X termination jack	EA	_____	20
35	110 Type CAT5 Connecting Block (Typical AMP)	EA	_____	100
36	RJ45 CAT5 Patch Panel (Typical Siemens HD5)	EA	_____	100
37	RJ45 CAT5 Patch Panel Jack Inserts (Typical Siemens)	EA	_____	100
38	RJ11 Patch Panel Jack Inserts( Typical Siemens)	EA	_____	100
39	48 Port Fiber Optic Patch Panel	EA	_____	50
40	Fiber Optic ST Connectors (Typical 3M Telecom)	EA	_____	300
41	Fiber Optic SC Connectors	EA	_____	300
42	Fiber Optic LC Connectors	EA	_____	300
43	Ground Clamp	EA	_____	10
44	THHN No. 6 Green Wire Solid CU	FT	_____	500
45	4X4 Painted Plywood Backboard (3/4" Marine Grade)	EA	_____	10
46	20 Amp Surge Protector Outlet Strip, (U.L. 1449 approved)D	EA	_____	10
47	Post Rings	EA	_____	100

<b>INVITATION AND BID Continuation</b>	<b>CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685</b>	BID NUMBER <b>S1256980</b>	PAGE OF <b>51 67</b>
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48	Single Line Telephone (Typical 2500)	EA	_____	500
49	Single Line Telephone (Wall Mount, Typical 2554)	EA	_____	100
50	8 Button Set Desk Push Button (1A2)	EA	_____	12
51	16 Button Set Desk Push Button (1A2)	EA	_____	10
52	32 Button Set Desk Push Button (1A2)	EA	_____	5
53	Mouthpiece for Plantronics Headset	EA	_____	50
54	Earpiece for Plantronics Headset	EA	_____	50
54a	Headsets (Plantronics #H91M2)	EA	_____	50
55	Adapter Unit, Plantronics #M12	EA	_____	50
56	Touchtone Pad for Single Line Cortelco (42EPG)	EA	_____	100
57	Handset Receiving Cord (6ft)	EA	_____	500
58	Handset Receiving Cord (12ft)	EA	_____	500
59	Base Mounting Cord (6ft)	EA	_____	500
60	Amplified Handset (W6-500)	EA	_____	10

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61	SE19252SL149 Bridging Adapter	EA	_____	50
62	19"x48" Relay rack (Typical Homaco - EIA-310-D)	EA	_____	100
63	Flexi-Duct Round Flexible Conduit (3/4" Size)	FT	_____	1000
64	LD5E16-A Latch Duct (6ft) (Typical Panduit)	FT	_____	1000
65	LD3E16-A Latch Duct (6ft) (Typical Panduit)	FT	_____	1000
66	LD10E16-A Latch Duct (6ft) (Typical Panduit)	FT	_____	1000
67	Modified 400E (Typical Coretelco)	EA	_____	100
68	1-Button Buzzer Pad (1A2)	EA	_____	5
69	2-Button Buzzer Pad (1A2)	EA	_____	5
70	Outdoor Ringer Pad (1A2)	EA	_____	10
71	Cook "202" Terminal Housing	EA	_____	5
72	Key to Modular Adapter (6 Button to Single Line)	EA	_____	50
73	External Ringer (1A2)	EA	_____	10
74	Lens - Busy Lamp BL-1	EA	_____	5
75	AMP Connector (25-Pair) 552259-1	EA	_____	100
76	Illumination Cap at Instrument to Indicate Incoming Call	EA	_____	50
77	Mounting Cord (25ft) (2 Pair/Silver Satin)	EA	_____	1,000

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78	AN610 Attendant Consoles	EA	_____	2
79	1/24-XCONN	EA	_____	1
80	Ortronics Series 11 Modules (Part #OR-40300158)	EA	_____	220
81	Ortronics Dual Jacks	EA	_____	43
82	Ortronics Surface Mount Boxes	EA	_____	53
83	Bogan Amplifier (Part #TBU100B)	EA	_____	5
84	Bogan-S86T725PGWVR Speakers	EA	_____	50
85	TB8 Tile Supports	EA	_____	50
86	Speaker Wire	FT	_____	2,000
87	Surface Mount Boxes	EA	_____	200
88	Caddy J Hooks	EA	_____	150
89	Faceplates	EA	_____	50
90	Blanks	EA	_____	200
91	Wire Managers	EA	_____	5
92	RS232 10' Cables	EA	_____	5
93	89 B Brackets	EA	_____	5
94	WPBE Single Gang Box Elim	EA	_____	10
95	Wiremold Boxes	EA	_____	60
96	Single USOC Jacks	EA	_____	5
97	Baystack 150T	EA	_____	5
98	Cable Managers	EA	_____	5
99	Misc. Patch Cables	EA	_____	50

**SUBTOTAL:**                    **COST FOR ITEM 5.2:**  
    **ITEMS 7 THROUGH 99 =**                    **\$ \_\_\_\_\_**

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**5.3 EXISTING TELEPHONE EQUIPMENT - ESTIMATED EXPENDITURES - \$500,000.00**

The bidder shall also give the following costs with its bid. The costs quoted shall remain fixed for the entire contract term. These costs will be part of the basis of award, each bidder certifies that the prices offered do not exceed those of their most preferred customer(s). Unit cost is to reflect equipment only, exclusive of installation cost. The equipment specified below will be used to support and upgrade the existing NEC and Lucent Merlin imbedded base of the City. The City has made every effort to reflect the current stock number for the equipment; however, the bidder must verify the stock number in the event of an upgrade or obsolescent of the current item by the manufacturer.

**5.3A NEAX2000 IVS SYSTEM**

<u>UNIT</u>	<u>DESCRIPTION</u>	<u>OUTRIGHT PURCHASE STOCK NUMBER</u>	<u>COST PER UNIT</u>
100. ICS VS PIMA-UA	64 PORT PIM	150010	\$ _____
101. Compact Business & H/M1510	Main Processor	150026	\$ _____
102. PN-4COTB	Central Office Trunk Card	150100	\$ _____
103. PN-4LCD	Analog Station Card	150200	\$ _____
104. PN-4DLCD	Digital Station Card	150205	\$ _____
105. NEAX2000 IVS MAT PROGRAM	MAT Program FD	150312	\$ _____
106. ADVANTAGE UPGRADE(FD)1520	Expansion Upgrade	150337	\$ _____
107. MAT-CA-M	Local MAT	151001	\$ _____
108. RS-NORM-4S CABLE-A	External Modem to CCH	151004	\$ _____
109. 48-TW-1 CONN CA	2 Line PFT Cable	151015	\$ _____
110. ICS VS BASE/TOP-UA	Bottom Base Mount	151100	\$ _____
111. PN-8RSTA	Push Button Register	151200	\$ _____

**NEAX2000 IVS SYSTEM - Continued**

**OUTRIGHT**

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S1256980</b>	PAGE OF <b>55 67</b>
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<u>UNIT</u>	<u>DESCRIPTION</u>	<u>PURCHASE STOCK NUMBER</u>	<u>COST PER UNIT</u>
112. PN-DKOO	External Relay/Control/Scan Card	151203	\$ _____
113. ALM DSPP	External Alarm Display Panel	151300	\$ _____
114. 19" BRACKET (F)	19" Rack Bracket Standard	151366	\$ _____
115. PN-CP01 (FP)	Firmware Processor	151401	\$ _____
116. PN-BS00-B	Bus Interface	151460	\$ _____
117. SPN-BS01-B W/CA	Bus Interface	151461	\$ _____
118. NEAX2000 MANUALS	All available NEAX2000 Installation and Programming manuals		\$ _____
119. ETJ-8-1 (BK) TEL	8 Button Telephone Set	570001	\$ _____
120. ETJ-16DC-1 (BK) TEL	16 Button Telephone Set	570011	\$ _____
121. ETJ-16DD-1-(BK) TEL	16 Button Telephone Set	570066	\$ _____
122. EDW-24DS-1 (BK) UNIT	24 Button Telephone Set	570021	\$ _____
123. ETJ-24DA-1(BK) TEL	24 Button Telephone Set	570031	\$ _____
124. WMU-W (BK) UNIT	Wall Mount Unit	730110	\$ _____
125. 6-HOUR BATTERY BACKUP	Battery Backup UPF-12-300 (Minute Man)		\$ _____
126. 2-HOUR BATTERY BACKUP	Battery Backup UPF-12-300 (Minute Man)		\$ _____
127. NEC LONG HANDSET CORD	Long Handset Cord (15 Ft.)		\$ _____
128. 25PX50SHILD-180	25PR CABLES		\$ _____
129. 25PX30 Shild-180	25PR CABLES		\$ _____
<b>SUBTOTAL:</b>		<b>Cost for ITEM 5.3A:</b>	
		Items 100 through 129	= \$ _____

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5.3B NEC PROFESSIONAL LEVEL I

<u>UNIT</u>	<u>DESCRIPTION</u>	<u>OUTRIGHT PURCHASE STOCK NUMBER</u>	<u>COST PER UNIT</u>
130. ESF-C-10 KSU	Key Service Unit	721010	\$ _____
131. ESI-C-(8)-11KTU	Expansion Module	721110	\$ _____
132. COI-C-(2)-10KTU	Trunk Expansion	721100	\$ _____
133. PBR-C-(4)-11 KTU	Push Button Receiver	721120	\$ _____
134. SMDR-C-10-KTU	Call Records	721130	\$ _____
135. VRS-C(1)-11-KTU	Voice Recording Service	721140	\$ _____
136. FAX-C(1)-11-KTU	Fax Connection	721150	\$ _____
137. ETW-8-1	8 Button Telephone Set	730005	\$ _____
138. ETW-16DC-1	16 Button Telephone Set	730010	\$ _____
139. ETW-16DD-1	16 Button Telephone Set	730015	\$ _____
140. ADA(1)-W	ADA Adapter for Headset	730100	\$ _____
141. ADA(2)-W	ADA Adapter for Cordless Phone	730100	\$ _____
142. WWU-W(BK)	Wall Mounting Unit	730100	\$ _____
143. SLT-F(1G)-10	Single Line Adapter	720260	\$ _____
144. DP-A-1A UNIT	Door Phone	710150	\$ _____
145. ETE-1-2 TEL	Single Line Telephone Set	560110	\$ _____
146. ETE-1HM-2J TEL	Single Line Telephone Set	560116	\$ _____
147. WMU-E UNIT	Wall Mounting Unit	700360	\$ _____

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**NEC PROFESSIONAL LEVEL I** - Continued

<u>UNIT</u>	<u>DESCRIPTION</u>	<u>OUTRIGHT PURCHASE STOCK NUMBER</u>	<u>COST PER UNIT</u>
148. WMU-XD(H/M UNIT	FOR H/M SINGLE LINE	560320	\$ _____
149. NEC LONG HANDSET CORD	Long Handset Cord (15 Ft.)		\$ _____
150. 25PX50SHILD-180	25PR CABLES		\$ _____
<b>SUBTOTAL:</b>	<b>Cost for ITEM 5.3B:</b>		
	<i>Items 130 through 150</i>	=	\$ _____

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#41060-005

5.3C NEC PROFESSIONAL LEVEL II

<u>UNIT</u>	<u>DESCRIPTION</u>	<u>OUTRIGHT PURCHASE STOCK NUMBER</u>	<u>COST PER UNIT</u>
151. ESF-SB-10 KSU	Basic Key Service Unit	720010	\$_____
152. ESF-SE-10 KSU	Expansion Key Service Unit	720100	\$_____
153. ESF-XB-10 KSU	Advanced Basic Key Service Unit	720020	\$_____
154. ESF-XB-10 KSU	Advanced Installation Kit	720025	\$_____
155. ESF-XE-10-KSU	Level II Advanced Expansion Key Service Unit	720105	\$_____
156. CPU-F(30)-20 KTU	CPU	720123	\$_____
157. MMC-F-11 KTU	Module Memory Controller	720125	\$_____
158. CLK-F-21-KTU	T1 Clock Unit	720255	\$_____
159. ESI-F(8)-21-KTU	8 Port Digital Card	720128	\$_____
160. SLI-F(8G)-21 KTU	8 Port Analog Card	720130	\$_____
161. COI-F(4)-20-KTU	4 Port Trunk Card	720140	\$_____
162. COI-F(8)-20-KTU	8 Port Trunk Card	720145	\$_____
163. DID-F(4)-10-KTU	4 Port DID Card	720160	\$_____
164. ETW-8-1 TEL	8 Button Telephone Set	730005	\$_____
165. ETW-16-DC-1 TEL	16 Button Telephone Set	730010	\$_____
166. ETW-16DD-1	16 Button Telephone Set	730020	\$_____
167. ETW-24-DS-1	24 Button Telephone Set	730020	\$_____
168. EDW-48-2	48 Button Telephone Set	730026	\$_____
169. ADA(1)-W	ADA Adapter for Headset	730100	\$_____
170. ADA(2)-W	ADA Adapter for Cordless Phone	730105	\$_____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S1256980</b>	PAGE OF <b>59 67</b>
		FIRM NAME (Must be filled in)	

NEC PROFESSIONAL LEVEL II - Continued

<u>UNIT</u>	<u>DESCRIPTION</u>	<u>OUTRIGHT PURCHASE STOCK NUMBER</u>	<u>COST PER UNIT</u>
171. WMU-E-UNIT	Wall Mounting Unit	730111	\$_____
172. NEC LONG HANDSET CORDS	Long Handset Cord (15 Ft.)		\$_____
173. 25PX50SHILD-180	25PR CABLES		\$_____
<b>SUBTOTAL:</b>	<b>Cost for ITEM 5.3C:</b>		
	<i>Items 151 through 173</i>	=	\$_____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S1256980</b>	PAGE OF <b>60 67</b>
		FIRM NAME (Must be filled in)	

#41060-006

5.3D NEAX2400IMG (ICS) Parts List

	<u>STOCK NUMBER</u>	<u>DESCRIPTION</u>	<u>OUTRIGHT PURCHASE COST PER UNIT</u>
174.	200015	IMG ICS SYS PKG-A	\$ _____
175.	201110	SN1140 PIM-A	\$ _____
176.	201116	SN1160 PIMB-A	\$ _____
177.	201130	SN1144 APM-A	\$ _____
178.	201121	SN1141 TOPU-A	\$ _____
179.	201106	SN1139 LCM-A	\$ _____
180.	201140	SN1143 BASEU-A	\$ _____
181.	201270	PH-PW14(PWR SW)	\$ _____
182.	201272	PA-PW53(PWRO)	\$ _____
183.	201274	PA-PW54(PWR1)	\$ _____
184.	201150	Fan Box (A) ASSEM	\$ _____
185.	201145	SN1142 FANU-A	\$ _____
186.	201166	SN1135 NFILU-A	\$ _____
187.	201320	Earth Plate (A) ASSEM	\$ _____
188.	201215	PZ-DK172 (Key)	\$ _____
189.	201244	PZ-M370(top res)	\$ _____
190.	201282	ICS Spare fuse	\$ _____
191.	201335	PH-ME10	\$ _____
192.	200316	SPH-CP26CPU-B	\$ _____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S1256980</b>	PAGE OF <b>61 67</b>
		FIRM NAME (Must be filled in)	

NEAX2400IMG (ICS) Parts List - Continued

	<u>STOCK NUMBER</u>	<u>DESCRIPTION</u>	<u>OUTRIGHT PURCHASE COST PER UNIT</u>
193.	200300	ICS Generic 6000 Sys Config	\$_____
194.	200301	ICS Config FD 6010-384	\$_____
195.	200302	ICS Config FD 6030-384	\$_____
196.	200303	ICS Config FD 6020-384	\$_____
197.	200304	ICS Config FD 6040-384	\$_____
198.	200305	ICS Config FD 6010-768	\$_____
199.	200306	ICS Config FD 6030-768	\$_____
200.	200307	ICS Config FD 6020-768	\$_____
201.	200308	ICS Config FD 6040-768	\$_____
202.	200309	ICS Config FD 6010-1536	\$_____
203.	200310	ICS Config FD 6030-1536	\$_____
204.	200311	ICS Config FD 6020-1536	\$_____
205.	200312	ICS Config FD 6040-1536	\$_____
206.	201257	SPH-IO14A	\$_____
207.	201261	PH-IO23 (HD/FD)	\$_____
208.	201259	SPH-IO19 IOC	\$_____
209.	201280	SPH-SW04TSW-UA	\$_____
210.	201205	PH-PC13 (INT)	\$_____
211.	201207	PH-PC16 (ECOPY)	\$_____

<b>INVITATION AND BID</b> Continuation	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S1256980</b>	PAGE OF <b>62 67</b>
		FIRM NAME (Must be filled in)	

**NEAX2400IMG (ICS) Parts List** - Continued

	<u>STOCK NUMBER</u>	<u>DESCRIPTION</u>	<u>OUTRIGHT PURCHASE COST PER UNIT</u>
212.	201220	PH-GTO3(GATE)	\$ _____
213.	242021	NEAX2400 GTO6(GATE)	\$ _____
214.	200206	SPA-16LCBJ	\$ _____
215.	200207	NEAX2400 16LC-BE	\$ _____
216.	200240	SPA-16ELCH	\$ _____
217.	241241	NEAX2400 16ELC-DD	\$ _____
218.	200139	SPA-4ILCF	\$ _____
219.	200102	SPA-16COTBE	\$ _____
220.	200111	SPA-8TLTR	\$ _____
221.	241156	NEAX2400 8RST-J	\$ _____
222.	241157	NEAX2400 8RST-K	\$ _____
<b>SUBTOTAL: Cost for ITEM 5.3D:</b>			
	Items 174 through 222	=	\$ _____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S1256980</b>	PAGE OF <b>63 67</b>
		FIRM NAME (Must be filled in)	

# 41060-012

5.3 E SOUND STATION PARTS LIST

<u>DESCRIPTION</u>	<u>OUTRIGHT PURCHASE COST PER UNIT</u>
223. Polycom Sound Station 2W EX0Cordless	\$ _____
224. Sound Station 2 Expandable	\$ _____
225. Sound Station 2 Extension Microphone Kit	\$ _____
226. NEC Voicepoint Conference Speaking Phone-Model #AEC-50 or compatible	\$ _____
<b>SUBTOTAL: COST FOR ITEM 5.3.E:</b>	\$ _____
Items 223 through 226.	= \$ _____

5.4 **GRAND TOTAL:**  
**Cost for ITEMS 5.1 and 5.2 Plus + Estimated Expenditures (\$500,000)**  
**for Items 5.3A through 5.3E = \$ \_\_\_\_\_**

INVITATION AND BID Continuation	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S1256980</b>	PAGE OF <b>64 67</b>
		FIRM NAME (Must be filled in)	

**5.5 CONTRACTOR CERTIFICATION**

5.5.1 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.

**ATTACHMENT A**

**CITY OF PHILADELPHIA**

**BID BOND**

# **CITY OF PHILADELPHIA**



## **BID BOND**

**FOR CITY OF PHILADELPHIA BID NUMBER:** \_\_\_\_\_  
(Please Fill In)

**KNOW ALL MEN BY THESE PRESENTS, THAT WE** \_\_\_\_\_  
\_\_\_\_\_ as Principal  
(hereinafter called the "Principal Obligor"), and

\_\_\_\_\_ (as Surety) are jointly and severally held and firmly bound unto The City of Philadelphia, in the sum of **TEN PERCENT (10%) OF THE GROSS AMOUNT OF THE BID** lawful money of the United States of America, to be paid to the said City of Philadelphia, its successors and assigns; to which payment, well and truly to be made we do bind ourselves and each of us, our and each of our successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated the \_\_\_\_\_ day of \_\_\_\_\_ two-thousand and ten (2010).

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

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

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

**CORPORATE SEAL:**

**PRINCIPAL OBLIGOR:**

\_\_\_\_\_  
President/Vice-President (SEAL)

\_\_\_\_\_  
Secretary/Treasurer (SEAL)

**SURETY SEAL:**

**SURETY:**

\_\_\_\_\_  
Attorney-In-Fact (SEAL)

---

**INSTRUCTIONS:**

- (1) ALL VENDORS MUST UTILIZE THIS BID BOND FORM WHEN SUBMITTING A BID TO THE CITY.
- (2) IF PRINCIPAL OBLIGOR IS AN INDIVIDUAL OR PARTNERSHIP, BID BOND SHOULD BE SIGNED BY OWNER OR AUTHORIZED GENERAL PARTNER. PLEASE IDENTIFY ON THE BID BOND THE TYPE OF BUSINESS (E.G. INDIVIDUAL PROPRIETORSHIP OR PARTNERSHIP) AND TITLE OF PARTY EXECUTING THE BID BOND.
- (3) BID BOND MUST BE EXECUTED BY A SURETY COMPANY DULY AUTHORIZED AND LICENSED TO ACT AS SURETY BY THE PENNSYLVANIA INSURANCE COMMISSIONER PURSUANT TO THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA.

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

**CORPORATE SEAL:**

**PRINCIPAL OBLIGOR:**

\_\_\_\_\_  
President/Vice-President (SEAL)

\_\_\_\_\_  
Secretary/Treasurer (SEAL)

**SURETY SEAL:**

**SURETY:**

\_\_\_\_\_  
Attorney-In-Fact (SEAL)

---

**INSTRUCTIONS:**

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

**CORPORATE SEAL:**

**PRINCIPAL OBLIGOR:**

\_\_\_\_\_  
President/Vice-President (SEAL)

\_\_\_\_\_  
Secretary/Treasurer (SEAL)

**SURETY SEAL:**

**SURETY:**

\_\_\_\_\_  
Attorney-In-Fact (SEAL)

---

**INSTRUCTIONS:**

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**PRIME CONTRACTOR'S PAYMENT TO OEO SUBCONTRACTORS FORM**

**Prime Contractor:** \_\_\_\_\_  
**Bid Number:** \_\_\_\_\_  
**Contract Number:** \_\_\_\_\_  
**Purchase Order Number:** \_\_\_\_\_  
**Invoice Number:** \_\_\_\_\_  
**Invoice Date:** \_\_\_\_\_



Name of Subcontractor	Work/Supply Effort	OEO Category			Percentage of Invoice Due	Dollar Amount Due
		MBE	WBE	DSBE		

**Note:** If this invoice does not encompass any work/supply effort performed by an M/W/DSBE, complete only the top portion of this form and check the box below.

**NO PAYMENT DUE TO SUBCONTRACTOR ON THIS INVOICE.**

*In accordance with the OEO instructions, Forms and Contract Provisions which are a part of the Contract, I agree to promptly pay my M/W/DSBE subcontractors no later than five (5) days after my receipt of payment from the City. I represent that the statements contained herein are true and correct and are made under penalty of law, 18 Pa.C.S. 4904.*

**Prime Contractor's Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Attention Bidder:

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

**Exhibits**

**Drawings**

**Attached specifications**

**Attached documents**

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



# CITY OF PHILADELPHIA

## INSTRUCTIONS FOR GETTING PAID BY THE CITY OF PHILADELPHIA

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

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

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

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

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

# **BIDDERS GUIDELINES\***

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

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

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

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



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

**ATTENTION VENDORS**

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

**BID RESULTS REQUEST FORM**

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

Date of Request: \_\_\_\_\_

Bid Number Requested: \_\_\_\_\_ Opening Date: \_\_\_\_\_

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

Company Representative: \_\_\_\_\_

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

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

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

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

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

**Mail Request To:**

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

**COMPANY CHECK OR MONEY ORDER ONLY**

Revised 09/08



# CITY OF PHILADELPHIA

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

Hugh Ortman  
Procurement Commissioner

## Master Bid Security Program for Service, Supplies and Equipment Bids Period of Coverage: July 1, 2009 – June 30, 2010

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

Dear Vendor:

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

To file for coverage under the Bid Security Program, for the period **July 1, 2009 to June 30, 2010**, complete the enclosed application and return it with a check for **\$120.00**. Make the check payable to "City of Philadelphia". It is **non-refundable**. To clarify the precise use of the check, enter the words "**Bid Security Program**" **2009– 2010** on the face of the check.

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

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

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

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

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

Fed EIN/SSN: \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone No: (\_\_\_\_) \_\_\_\_\_ Fax No: (\_\_\_\_) \_\_\_\_\_

A. Check payable to the City of Philadelphia in the amount of \$120.00 for 7/1/09 to 6/30/10  
**DO NOT SEND CASH. NO PERSONAL CHECKS.**

*Internal Use Only*

Rcvd. \_\_\_/\_\_\_/\_\_\_ Pymt. Type \_\_\_\_\_ Ck. Amt. \$ \_\_\_\_\_ Ck.# \_\_\_\_\_



# CITY OF PHILADELPHIA

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

Rob Dubow  
Director of Finance

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

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

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

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

# Vendor Information Payment Reference Guide

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



# CITY OF PHILADELPHIA

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

Hugh Ortman  
Procurement Commissioner

Dear Valued Vendor,

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

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

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

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

**TERMS AND CONDITIONS OF BIDDING AND CONTRACT**

**BID SUBMISSION**

**1. PREPARATION AND SUBMISSION OF BID.**

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

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

AMOUNT OF BID OR ESTIMATED CONTRACT	AMOUNT OF CERTIFIED CHECK
\$ 30,000.00 or less	No Check Required
\$ 30,000.01 - \$ 99,999.99	\$ 500.00
\$100,000.00 - \$249,999.99	\$2,000.00
\$250,000.00 - \$499,999.99	\$4,000.00
\$500,000.00 or more	\$6,000.00

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

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

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

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

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

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

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

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

## TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

### EVALUATION AND AWARD

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

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

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

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

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

responsible. Any further determination of a contesting bidder's responsibility shall be vested in the sound discretion of the Procurement Commissioner and other City officials.

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

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

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

### CONTRACT EXECUTION AND CONFORMANCE

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

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

## TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

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

e. Execution of the Contract by the Procurement Commissioner.

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

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

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

policies of all insurance required hereunder at any time upon fifteen (15) days prior written notice. The insurance requirements set forth herein are not intended and shall not be construed to modify, limit, or reduce the indemnifications made in this Contract by the Contractor to the City of to limit the Contractor's liability under this Contract to the limits of the policies of insurance required to be maintained by the Contractor hereunder.

**(a) WORKERS COMPENSATION AND EMPLOYERS LIABILITY**

(1) Workers' Compensation – Statutory limits

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

(3) Other states insurance including Pennsylvania

**(b) GENERAL LIABILITY INSURANCE**

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

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

**(c) AUTOMOBILE LIABILITY**

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

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

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

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

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

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

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

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

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

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

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

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

f. The Procurement Department's determination that the Contractor is not a responsible bidder on the

Invitation and Bid, where such determination is made, and is based upon, information received after award of the Contract and/or after execution of the Contract by the Procurement Commissioner and/or after satisfaction of any or all other conditions of a binding Contract set forth in Section 2 above.

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

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

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

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

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

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

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

### TAX MATTERS

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

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

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

b. Subcontractor's Certification of Non-Indebtedness - Contractor shall require all subcontractors performing work in connection with this Contract ("subcontractor"

shall also include suppliers providing goods or materials) to be bound by the following provision, and Contractor shall cooperate fully with the City in exercising the rights and remedies described below or otherwise available at law or in equity:

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

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

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

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

### GENERAL INFORMATION

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

## TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

### 25. NONDISCRIMINATION.

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

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

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

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

General, Aramark Tower, Third Floor, 1101 Market Street, Philadelphia, PA 19107.

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

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

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

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

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

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

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

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

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

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

**TERMS AND CONDITIONS OF BIDDING AND CONTRACT**  
**SIGNING OF BIDS**

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

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

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

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

**SIGNING OF BIDS:**

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

This \_\_\_\_\_ day of \_\_\_\_\_ 20

\_\_\_\_\_  
(Signature of Owner, Partner)

\_\_\_\_\_  
(Type or Print Name and Title)

\_\_\_\_\_  
(Business Name of Bidder)

\_\_\_\_\_  
(Address, including Zip Code)

\_\_\_\_\_  
(Telephone Number, including Area Code)

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

This \_\_\_\_\_ day of \_\_\_\_\_ 20

**CORPORATE SEAL**

\_\_\_\_\_  
(Corporate or Business Name of Bidder)

\_\_\_\_\_  
(Address, including Zip Code)

\_\_\_\_\_  
(Telephone Number, including Area Code)

\_\_\_\_\_  
(Signature of President or Vice President)

\_\_\_\_\_  
(Signature of Secy., Asst. Secy., Treas. or Asst. Treas.)

\_\_\_\_\_  
(Type or Print Name and Title)

\_\_\_\_\_  
(Type or Print Name and Title)

**APPROVED AS TO FORM**

**CONTRACT EXECUTION**

\_\_\_\_\_  
(Assistant City Solicitor)

\_\_\_\_\_  
(Procurement Commissioner)