

## BID OPENING DATE AND TIME

**On: February 6, 2012**

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

<b>BID NO.</b>  <b>S2WJ7850</b>	<b>PAGE</b> <b>1</b> <b>OF</b> <b>16</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.		  <b>CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT MUNICIPAL SERVICES BLDG. 1401 JFK BLVD, ROOM 170A PHILADELPHIA, PA 19102-1685</b>	BIDDER AGREES TO COMPLY WITH ALL CONDITIONS OF THIS BID. UNSIGNIED BIDS WILL NOT BE ACCEPTED.								
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"><b>DEPARTMENT</b> <b>Free Library of Phila.</b></td> <td style="width: 50%; border: none;"><b>DIVISION</b> <b>Information Technology</b></td> </tr> <tr> <td colspan="2" style="border: none; text-align: center;"><b>AWARDED</b></td> </tr> <tr> <td colspan="2" style="border: none;"><b>DATE</b></td> </tr> <tr> <td colspan="2" style="border: none;"><b>FOR THE PROCUREMENT COMMISSIONER</b></td> </tr> </table>			<b>DEPARTMENT</b> <b>Free Library of Phila.</b>	<b>DIVISION</b> <b>Information Technology</b>	<b>AWARDED</b>		<b>DATE</b>		<b>FOR THE PROCUREMENT COMMISSIONER</b>		<b>NAME AND ADDRESS OF FIRM</b>
<b>DEPARTMENT</b> <b>Free Library of Phila.</b>	<b>DIVISION</b> <b>Information Technology</b>										
<b>AWARDED</b>											
<b>DATE</b>											
<b>FOR THE PROCUREMENT COMMISSIONER</b>											
		Federal EIN/Social Security Number									
		<b>BUYER    T. Vinson              S. Justice</b>									

**TITLE OF BID:                    PC Leasing (Computer Equipment) Lease Public**

### **Commerce Department-Office of Economic Development (OEO) Economic Opportunity Plan (EOP) Chapter 17-1600-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: Best and Good Faith Efforts**  
**W-BE: Best and Good Faith Efforts**  
**DS-BE: None**

Any and all questions about Executive Order 02-05 and bidder compliance should be directed to the Commerce Department Office of Economic Opportunity (OEO) office at (215) 683- 2000.

### **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*

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

**City of Philadelphia**  
**Economic Opportunity Plan**  
**[CITY BID NUMBER S2WJ7850]**

I. Introduction, Definitions and Goals

A. Chapter 17-1600 of The Philadelphia Code requires the development and implementation of “Economic Opportunity Plan(s)” for certain classes of contracts and covered projects as defined in Section 17-1601. The Economic Opportunity Plan (“Plan”) memorializes the successful Bidder’s best and good faith efforts to provide meaningful and representative opportunities for Minority Business Enterprises (“MBEs”), Woman Business Enterprises (“WBEs”) and Disabled Business Enterprises (“DSBEs”), Disadvantaged Business Enterprises<sup>1</sup> (“DBEs”) (collectively, “M/W/DSBEs”) and an appropriately diverse building trades workforce in connection with the contract or covered project.

This Invitation and Bid and any resulting contract are subject to the Plan requirements as described in Section 17-1603 (2). Accordingly, by submission of its Bid, a responsive and responsible Bidder makes a legally binding commitment to abide by the provisions of this Plan which include Bidder’s commitment to exercise its best and good faith efforts throughout the contract term to provide meaningful and representative contracting opportunities for M/W/DSBEs and to employ an appropriately diverse workforce of tradespeople including minority and female persons in all phases of any contract awarded under this Bid.

**Bidder hereby verifies that all information submitted to the City including without limitation, the Plan and all forms and attachments thereto, are true and correct and is notified that the submission of false information by Bidder is subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities. Bidder also acknowledges that if it is awarded a contract resulting from this Invitation and Bid, it is a felony in the third degree under 18 Pa.C.S. Section 4107.2 (a)(4) if, in the course of this contract, it fraudulently obtains public moneys reserved for or allocated or available to minority business enterprises or women's business enterprises.**

B. For the purposes of this Plan, MBE, WBE, DBE and DSBE shall refer to certified businesses so recognized by the City of Philadelphia through its Office of Economic Opportunity (“OEO”). Only the work or supply effort of firms that are certified as M/W/DSBEs by an OEO approved certifying agency<sup>2</sup> at the time of bid opening will be eligible to receive credit as a Best and Good Faith Effort. In order to be counted, certified firms must successfully complete and submit to the OEO an application to be included in the OEO Registry which is a list of registered M/W/DSBEs maintained by the OEO and available online at [www.phila.gov/oEO/directory](http://www.phila.gov/oEO/directory). If bidder or bidder’s subcontractor(s) is certified by an approved certifying agency, a copy of that certification should be furnished with the bid.

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<sup>1</sup>Disadvantaged Business Enterprises (“DBEs”) are those socially or economically disadvantaged minority and woman owned businesses certified under 49 C.F.R. Part 26. If Bidder makes solicitation(s) and commitment(s) with a DBE, Bidder shall indicate which category, MBE or WBE, is submitted for credit.

<sup>2</sup>A list of “OEO approved certifying agencies” can be found at [www.phila.gov/oEO](http://www.phila.gov/oEO)

C. For this Plan, the term “Best and Good Faith Efforts,” the sufficiency of which shall be in the sole determination of the City, means: a Bidder’s efforts, the scope, intensity and appropriateness of which are designed and performed to foster meaningful and representative opportunities for participation by M/W/DSBEs and an appropriately diverse workforce and to achieve the objectives of Chapter 17-1600. Best and Good Faith Efforts are rebuttably presumed met, when a Bidder makes commitments within the M/W/DSBE Participation Ranges established for this Bid and commits to employ a diverse workforce as enumerated herein.

D. Goals

1. M/W/DSBE Participation Ranges

As a benchmark for the Bidder’s expression of its Best and Good Faith Efforts to provide meaningful and representative opportunities for M/W/DSBEs in the contract, the following participation ranges have been developed. These participation ranges represent, in the absence of discrimination in the solicitation and selection of M/W/DSBEs, the percentage of MBE, WBE and DSBE participation that is reasonably attainable on this contract through the exercise of Bidder’s Best and Good Faith Efforts. 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. These ranges are based upon an analysis of factors such as the size and scope of the contract and the availability of MBEs, WBEs and DSBEs to perform various elements of the contract:

BID	MBE	WBE	DSBE
<b>S2WJ7850</b>	<b>BEST AND GOOD FAITH EFFORTS</b>	<b>BEST AND GOOD FAITH EFFORTS</b>	<b>NONE</b>

2. Employment Goals

Bidder agrees to exhaust its Best and Good Faith Efforts to employ an appropriately diverse workforce which includes minority persons and females at all tiers of employment and management. Bidder shall also cause its Subcontractors to employ an appropriately diverse workforce. For this Plan, an appropriately diverse workforce is one which reflects the local availability of workers possessing the requisite education, skills, and where appropriate, licenses, to work on this project.

II. Bidder Responsiveness and Responsibility

A. Bidder shall identify all its M/W/DSBE commitments and evidence its agreement to employ minority persons and females at the levels stated herein on the form entitled, “M/W/DSBE Participation and Workforce Commitments.” The Bidder’s identified commitment

to use an M/W/DSBE on this form constitutes a representation by Bidder, that the M/W/DSBE is capable of completing the subcontract with its own workforce, and that the Bidder has made a legally binding commitment with the firm. The listing of the M/W/DSBE firm by Bidder further represents that if Bidder is awarded the contract, Bidder will subcontract with the listed firm(s) for the work or supply effort described and the dollar/percentage amount(s) set forth on the form. In calculating the percentage of M/W/DSBE participation, Bidder shall apply the standard mathematical rules in rounding off numbers. In the event of inconsistency between the dollar and percentage amounts listed on the form, the percentage will govern. Bidder is to maintain the M/W/DSBE percentage commitments throughout the term of the contract which shall apply to the total amount of the contract and any additional increases. In the event the Successful Bidder's contract is increased by change order and/or modification, or amendment, it shall be the responsibility of the Successful Bidder to apply its Best and Good Faith Efforts to the amended amount in order to maintain any participation ranges committed to on the total dollar amount of the contract at the time of contract completion.

#### 1. Commercially Acceptable Function

A Bidder that enters into a subcontract with an M/W/DSBE shall be considered to have made a Best and Good Faith Effort in that regard only if its M/W/DSBE subcontractor performs a commercially acceptable function ("CAF"). An 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 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; M/W/DSBE subcontractors must perform at least twenty percent (20%) of the cost of the subcontract (not including the cost of materials, equipment or supplies incident to the performance of the subcontract) with their own employees.

The City 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 and in determining the amount of credit the Bidder receives towards the participation ranges. For example, a Bidder using an M/W/DSBE non-stocking supplier (i.e., a firm that does not manufacture or warehouse the materials or equipment of the general character described by the Bid specifications and required under the contract) to furnish equipment or materials will only receive credit towards the participation ranges for the fees or commissions charged, not the entire value of the equipment or materials furnished.

B. Upon award, letters of intent, quotations, and any other accompanying documents regarding commitments with M/W/DSBEs, including the M/W/DSBE Participation and Workforce Commitments Form, become part of the contract. M/W/DSBE commitments are to be memorialized in a written subcontract agreement and 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 termination of the subcontract, reduction in the scope of committed work, substitutions for the listed firms, changes or reductions in the listed dollar/percentage amounts, must be pre-approved in writing by OEO. Throughout the term of the contract, Bidder is required to continue its Best and Good Faith Efforts.

C. In the event Bidder does not identify on the M/W/DSBE Participation and Workforce Commitments Form that it has made M/W/DSBE commitments within the participation ranges established for this Bid and/or does not agree to the employment goals described herein, Bidder must complete and submit a *Documentation of Best and Good Faith Efforts Form* ("BGFE Form"), documenting its solicitations and any commitments with M/W/DSBEs, and detailing any efforts made to include M/W/DSBEs in the contract and to employ a diverse workforce. The submission of the BGFE Form is an element of bid responsiveness and failure to include this form may result in the rejection of the Bid. The BGFE Form must include at a minimum, certification and documentary evidence that the following actions were taken:

1. Solicitation directed to both qualified M/W/DSBEs registered with OEO and qualified M/W/DSBEs certified by agencies approved by OEO. Bidder must provide a list of all certification directories used for soliciting participation for this Bid. Bidder must determine with reasonable certainty if the M/W/DSBEs are interested by taking appropriate steps to follow up on initial solicitations; one time contact, without follow up, is not acceptable; and

2. Bidder provided interested M/W/DSBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation; and

3. Bidder negotiated in good faith with interested M/W/DSBEs. A Bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including M/W/DSBE subcontractors, and would take a firm's price and capabilities as well as the objectives of the Plan into consideration; and

4. Documentation of the following:

i. Any commitments to use M/W/DSBEs in its bid for subcontracted services and materials supply even when Bidder would otherwise prefer to self-perform/supply these items; and

ii. Correspondence between the Bidder and any M/W/DSBE(s) related to this Bid; and

iii. Attendance logs and/or records of any scheduled pre-bid meeting;  
and

5. Certification and evidence that the following actions were taken or documentation of the following, or an explanation why these actions were not taken or why documentation does not exist:

i. Any arms length business assistance provided to interested M/W/DSBEs which may include access/introduction to major manufacturer/suppliers, lines of credit and union halls; and

- ii. Solicitation through job fairs, newspapers, periodicals, advertisements and other organizations or media that are owned by M/W/DSBEs and/or focus on M/W/DSBEs; and
- iii. Telephone logs of communications related to this Bid; and
- iv. Notification of and access to bid documents at the Bidder's office or other office locations for open and timely review; and
- v. Bidder sought assistance from the Urban Affairs Coalition, Careerlink Philadelphia, Opportunity Industrial Center and the Philadelphia Workforce Development Corporation to perform employment outreach; and
- vi. Bidder published its policy of nondiscrimination in the hiring, retention and promotion of employees; and
- vii. Any agreement with an apprenticeship or training program that targets the employment of minority persons, disabled persons and women.

### III. Evaluation of Responsiveness and Responsibility

#### A. Evaluation and Determination

1. The City, acting through its OEO, will evaluate the responsiveness of the Bidder's Plan to these requirements. OEO reserves the right to request further documentation and/or clarifying information at any time prior to the award of the contract which may result in Bidder's amendment of its M/W/DSBE Participation and Workforce Commitments Form or BGFE Form.

#### B. Administrative Reconsideration

1. If the OEO determines that the apparent low Bidder has not made sufficient Best and Good Faith Efforts, the Bidder will be notified and may file a written appeal with OEO within forty-eight (48) hours of the date of notification. The decision of OEO may be appealed in writing within forty-eight (48) hours of the date of OEO's decision to Chief Operating Officer of the Commerce Department or his designee whose decision shall be final. If it is determined that the apparent low Bidder did not make sufficient Best and Good Faith Efforts, its Bid will be rejected.

2. Notwithstanding compliance with the requirements set forth herein, the City reserves the right to reject any or all bids as deemed in the best interest of the City.

### IV. Compliance and Monitoring of Best and Good Faith Efforts

A. A copy of the Successful Bidder's Plan, as certified below by OEO, will be filed with the Chief Clerk of Council by the Procurement Department on behalf of the Successful

Bidder, within fifteen (15) days of the Procurement Department's issuance of the notice of award.

The Successful Bidder agrees to cooperate with OEO in its compliance monitoring efforts, and to submit, within the time limits prescribed by OEO, all documentation which may be requested by OEO relative to the awarded contract, including the items described below. The Successful Bidder must provide as required and maintain the following contract documentation for a period of three (3) years following acceptance of final payment under the contract:

- Copies of signed contracts and purchase orders with M/W/DSBE subcontractors;
- Evidence of payments (cancelled checks, invoices, etc.) to subcontractors and suppliers to verify participation;
- Telephone logs and correspondence relating to M/W/DSBE commitments.

B. The Successful Bidder shall ensure that all its on-site contractors submit, to the extent required by law, certified payrolls to the City's Labor Standards Unit in the format prescribed by that agency which includes hours worked by minority and female apprentices and journeypersons.

C. Prompt Payment of M/W/DSBEs

1. 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 their proportionate share of such payment for work performed (including the supply of materials). 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.
2. Each month of the contract term and at the conclusion of the contract, the Successful Bidder shall provide to the OEO documentation reconciling actual dollar amounts paid to M/W/DSBE subcontractors to M/W/DSBE commitments presented in the Plan.

D. Oversight Committee

1. For this project, the City, in its sole discretion, may establish a Project Oversight Committee consisting of representatives from the Bidder's company, representatives of the building trades, the construction manager, and the City which may include the Project site's District Councilperson, OEO, and appropriate community organizations ("Committee"). The Committee will meet regularly to provide advice for the purpose of facilitating compliance with the Plan.

2. If a Project Oversight Committee is established, the City will convene meetings of the Committee no later than one (1) month after issuance of the Notice To Proceed.

#### V. Remedies and Penalties for Non-Compliance

A. The Successful Bidder agrees that its compliance with the requirements of the Plan is material to the contract. Any failure to comply with these requirements may constitute a substantial breach of the contract. It is further agreed and understood that in the event the City determines that the Successful Bidder hereunder has failed to comply with these requirements the City may, in addition to remedies reserved under Section 17-1605 of The Philadelphia Code, any other rights and remedies the City may have under the contract, or any bond filed in connection therewith or at law or in equity, exercise one or more of the remedies below, which shall be deemed cumulative and concurrent:

- a. Withhold payment(s) or any part thereof until corrective action is taken.
- b. Terminate the contract, in whole or in part.
- c. Suspend/Debar the successful bidder from 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.)

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. No privity of contract exists between the City and the 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 subcontracted services under any law or Executive Order or by any 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.

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SIGNATURE OF BIDDER AND TITLE<sup>3</sup>

DATE

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ANGELA DOWD-BURTON, Executive Director, Office of Economic Opportunity<sup>4</sup> DATE

*[See Forms on following pages; these Forms, as completed by Bidder, must be submitted with the Bid as a matter of Responsiveness and Responsibility]*

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<sup>3</sup>Bidder is required to sign and date, but the City reserves the right to obtain the Successful Bidder's signature thereon at any time prior to Plan certification. The Successful Bidder will receive from the City a certified copy of its Plan which will be filed by the Procurement Department with the Chief Clerk of City Council within fifteen (15) days of the Procurement Department's issuance of a notice of award and published by OEO, in a downloadable format, on the OEO website.

<sup>4</sup> Pursuant to Section 17-1603 (2) of The Philadelphia Code, the representative of the City of Philadelphia's Office of Economic Opportunity, the "certifying agency", certifies that the contents of this Plan are in compliance with Chapter 17-1600.

**OEO Official Use Only**

**M/W/DSBE Commitments**

**Percent/Dollar Amount**

\_\_\_\_\_ [MBE]

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\_\_\_\_\_ [WBE]

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\_\_\_\_\_ [DSBE]

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

**DEPARTMENT OF COMMERCE**  
**OFFICE OF ECONOMIC OPPORTUNITY (OEO)**

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

1. If Bidder/Proposer makes solicitation(s) and commitment(s) with a DBE, Bidder/Proposer shall indicate which class type, M-DBE or W-DBE, is submitted for credit.  
 2. Attach all quotations to this form.  
 09/2010

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S2WJ7850</b>	PAGE OF <b>2 16</b>
		FIRM NAME (Must be filled in)	

**SECTION 1: GENERAL SUBMISSION**

**1.1 TITLE: PC LEASING (COMPUTER EQUIPMENT) LEASE PUBLIC**

**1.2 STATEMENT OF DIRECTION:**

The Philadelphia Municipal Authority (PMA), at the direction of the City of Philadelphia (City), will make an award pursuant to this Invitation and Bid on behalf of the Free Library of Philadelphia (FLP), for PC Leasing and associated services as specified herein, for the term specified in Section 1.3. The City will enter into a sublease with PMA pursuant to which the City will sublease the PCs from PMA for the use of FLP and the associated services will be delivered to FLP, on substantially the terms set forth herein. The City's Procurement Department is conducting this Invitation and Bid process on behalf of PMA. Any lease agreement resulting from this Invitation and Bid will be entered into by PMA.

**1.3 TERM OF LEASE AGREEMENT: 2/01/12 through 06/30/16.** The City may, at its sole discretion, direct PMA to extend the Lease Agreement for up to six (6) months, in order for the FLP to continue to receive the support and maintenance services described in Section 2. Pricing for any such extension shall not exceed the on-site maintenance costs identified by the bidder in Schedule 3e of Exhibit 3.

1.3.1 An individual Performance Bond and Payment Bond is required under this Invitation and Bid, in accordance with the terms of Paragraph 13 of the Data Processing Agreement attached hereto (DPA) and in the amount of fifty percent (50%) of the total amount bid for lease and services for the term of the Lease Agreement; such bond(s) shall be and remain in full force and effect throughout the Lease Term, any Additional Performance Period, and the period of any unexpired warranty provided or required under the Lease. 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 1.3.1, and failure to do so shall be an event of default pursuant to Paragraph 8 of the Data Processing Agreement. The bond(s) shall be on the City's form.

**1.4 CONTRACT TYPE: LEASE AGREEMENT**

1.4.1 The following items are required in the operation of various City agencies, as required and ordered by the City. 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 lease. 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-ordered basis.

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S2WJ7850</b>	PAGE OF <b>3 16</b>
		FIRM NAME (Must be filled in)	

Successful vendors are cautioned not to deliver any materials or services without first being advised to do so by the ordering agency.

- 1.4.2 PMA, at the direction of the Procurement Department, will make an award for an equipment lease as set forth in this Invitation and Bid, 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 1<sup>st</sup> to June 30<sup>th</sup> 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 by PMA for the following fiscal years. Neither the City nor PMA is liable for the award involving following fiscal years' funds until such orders are issued.

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

- 1.4.3 By signing and submitting its bid in response to this Invitation and Bid, Contractor agrees (i) to lease to PMA the PCs and associated equipment and software provided in Section 2.3, such leased PCs and associated equipment and software being collectively referred to herein as the "Equipment"; and (ii) to provide to FLP the services provided in Section 2.4. Title to the Equipment shall not pass to the City nor to the PMA. At the end of the term of the Lease Agreement, the Contractor shall remove the Equipment as provided in Section 2.4.8.

- 1.4.4 The Equipment shall be leased to PMA in accordance with the lease terms set forth in Exhibit 6 (in addition to the terms and conditions of this Invitation and Bid). Notwithstanding the foregoing, PMA will consider bids with different lease terms and reserves the right to award a bid proposing lease terms differing (in whole or in part) from the terms set forth in Exhibit 6, or to require the use of the lease terms set forth in Exhibit 6, in PMA's sole discretion.

- 1.4.5 PMA will consider bids that require assignment of lease rights and obligations to a third party in accordance with Section 1.d) of Exhibit 6 (and notwithstanding Paragraph 10 of the attached Data Processing Agreement.) The bid must clearly identify any such proposed assignee in the space provided in Section 5 (Pricing). The Contractor may not assign any other rights and obligations set forth in this Invitation and Bid (including, but not limited to, any of the obligations set forth in Section 2.4, Services Specification, and/or Exhibit 1, Statement of Work) without obtaining in advance the express written consent of PMA as provided in Paragraph 10 of the Data Processing Agreement.

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1.4.6 This Invitation and Bid, executed by the successful bidder as provided herein, shall become the Lease Agreement between the successful bidder and PMA, binding PMA to the terms and conditions herein, upon execution by the Executive Director of PMA and issuance of a purchase order by PMA as set forth in Section 1.4.1.

**1.5 BID INFORMATION:**

1.5.1 All information concerning this Bid will be contained in this Invitation and Bid document as issued or amended.

1.5.2 Information provided verbally by any official or employee of the City or PMA shall not be binding or a part of this Invitation and Bid.

1.5.3 Any questions about this Invitation and Bid should be directed to the Procurement Department employee listed on the cover letter. Please address all questions to him/her prior to returning the document, so all questions may be addressed and answered.

1.5.4 Defined terms used in this Invitation and Bid have the meaning set forth in the attached Data Processing Agreement.

**1.6 BID SUBMISSION:**

1.6.1 Bids must be complete and include ALL information required, as described in the various paragraphs of the specifications (Section 2 and any Attachments) and elsewhere herein.

1.6.2 All pricing must be completed on the forms provided (Section 5); be complete; and be in ink or typed.

1.6.3 Bids must be complete as to required signatures and corporate seal, and must fully accept the terms and conditions contained herein, except as set forth in Section 1.4.4. If the Contractor submits counter terms and conditions it will delay the contracting process. Subject to Section 1.4.4, counter terms and conditions MAY, in PMA's sole discretion, preclude ordering or paying for products and services from the Contractor, or may, in PMA's sole discretion, result in disqualification of the bid as non-responsive.

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1.6.4 **CONTACT PERSON:**

Indicate below to whom in your firm questions concerning the Contract resulting from award of this Bid should be directed:

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

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

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

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

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

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

1.6.5 Vendor agrees that any price list or other literature to be submitted with its Bid is for verification of price, product or specifications only. Any additional terms or conditions contained therein, including, but not limited to, disclaimers or limitations of liability, shall not be part of the Lease Agreement or bind PMA to any terms other than those set forth in this Invitation and Bid.

1.6.6 Return the completed Invitation and Bid to the individual noted on the cover letter on, or before, the date designated on the same cover letter.

1.7 **BID SECURITY:**

All bids submitted with a total greater than \$30,000.00 must be accompanied by the proper Bid Security. For the purposes of this bid, the Master Bid Security Program is not applicable. Bidders instead MUST submit with their bid a refundable Certified, Treasurer's or Cashier's Check, Bank Money Order or United States Postal Money Order in the amount of \$2,000.00.

1.8 **BID PROCESSING FEE:**

All bids submitted with a total greater than \$30,000.00 must be accompanied by the proper Bid Processing Fee. For purposes of this bid ONLY, bidder MUST submit with their bid a non-refundable check or money order payable to the City of Philadelphia in the amount of \$30.00 to cover the bid processing fee. Failure to submit the bid processing fee may result in disqualification from bidding.

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1.9 **NON-MANDATORY PRE-BID MEETING:**

A NON-MANDATORY PRE-BID MEETING for all interested parties will be held on Monday, January 23, 2012 at 1:00PM, in Room 170A, Bid Room, Municipal Services Building, 1401 JFK Blvd. Philadelphia, PA 19102.

The purpose of this meeting is to respond to questions from prospective bidders. Bidders are encouraged to submit questions in writing at this time. All questions that materially impact upon the bid 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.

Attendance at this Pre-Bid Meeting is not a requirement for bidding.

**SECTION 2: SPECIFICATIONS**

2.1 **Overview of Services/Equipment Requested**

- 2.1.1 Successful vendor shall be required to supply PMA with a PC Leasing Package as listed in Sections 2 and 5 of this Invitation and Bid.
- 2.1.2 On behalf of The Free Library of Philadelphia (FLP), PMA seeks to lease (for a 4 year term) 775 computers, in accordance with the specifications set forth in Sections 2 and 5, and Microsoft Windows 7 64-bit Ultimate Operating Systems, for two configurations (one for use by FLP patrons and one for use by FLP staff) at six (6) FLP facilities: the Central Library, Northeast Regional Library, Joseph E. Coleman-Northwest Regional Library, West Philadelphia Regional Library, the Library for the Blind and Rodin Place.
- 2.1.3 Vendor is required to provide **PCs and Monitors** as specified in Sections 2 and 5 of this Invitation and Bid, or equivalent.
- 2.1.4 Vendor is required to provide 4 years of maintenance coverage as provided in Section 2.1.15, below; in Section 1.2.5 of Exhibit 1; and in the DPA.
- 2.1.5 Vendor is required to provide Project Management for equipment installation.
- 2.1.6 Vendor is required to validate equipment configurations and confirm compliance with manufacturer's specifications. In the event the quoted model is not available at the time the order is placed an equivalent or higher grade model will be provided at no additional cost to the PMA subject to approval of FLP's Chief Technology Officer.

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- 2.1.7 Vendor is required to stage PC equipment in vendor's warehouse
- 2.1.8 Vendor is required to provide configuration (assembly, testing/burn-in) of units in vendor's warehouse.
- 2.1.9 Vendor is required to install an FLP-provided (ghost) image on leased PCs and to provide necessary project management coordination.
- 2.1.10 Vendor is required to deliver PCs to six (6) designated sites.
- 2.1.11 Vendor is required to de-install existing equipment (and stage for removal) from 6 sites. De-installed PCs are leased by the City and will be removed from site by the current vendor under contract with the City.
- 2.1.12 Vendor is required to break down and stage all new PC boxes and packing material and unnecessary cables and cable ties from new and old PCs. FLP will coordinate the disposal of the boxes and packing material with internal resources.
- 2.1.13 Vendor is required to install 705 of the leased PCs in the six (6) facilities listed in Section 2.1.2, above. Vendor is required to deliver the remaining 70 leased PCs, as set forth in Section 1.3.3.1 of Exhibit 1, for installation by FLP.
- 2.1.14 Vendor is required to complete all PC installations by June 30, 2012. Due to replacement of existing leased PCs the date is firm; provided, however, that requests for extension of this deadline may be considered in the event of delay caused by PMA or FLP.
- 2.1.15 MAINTENANCE AND SUPPORT. Vendor is required to provide on-site maintenance of PC hardware, including all required parts and labor, through the term of the Lease Agreement, and must restore the equipment to full operability in conformance with all manufacturers' specifications within one (1) business day after notification by FLP, in accordance with Paragraph 6 of the DPA. Vendor should provide two alternate prices, including: 1) pricing for a technician stationed at FLP premises performing repair services at FLP branches as directed by FLP staff at (and coordinating all related paperwork); and 2) pricing for on-site maintenance service (including parts and all labor), as dispatched by the vendor from its remote location via a service number coordinated with the FLP Help Desk system.
- 2.1.16 Upon expiration of the term of the Lease Agreement, the awarded vendor shall be responsible for the removal of the leased PCs (not to include de-installation service, for which the City will be responsible, itself or through its contractor) from the 6 sites.

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2.2 **Data Processing Agreement, Invitation and Bid, Exhibits**

- 2.2.1 The attached Data Processing Agreement (DPA) is made part of this Invitation and Bid. Reference in the DPA to the City of Philadelphia and its departments are deemed to refer to PMA acting as the City's agent.
- 2.2.2 In the event of any discrepancies between the attached Data Processing Agreement and this Invitation and Bid, the Invitation and Bid document shall govern.
- 2.2.3 In addition to the DPA, the following Exhibits are attached and made part of this Invitation and Bid: Exhibit 1, Scope of Work; Exhibit 2, Business Functional Requirements; Exhibit 3, Products and Services; Exhibit 4, Testing Requirements; Exhibit 5, Performance Requirements; and Exhibit 6, Lease Terms and Conditions.
- The Vendor must complete all schedules in Exhibit 3.
- 2.2.4 The Vendor is required to provide the detail of the PCs and the Monitors they are proposing with their response submissions.

2.3 **Equipment Specifications**

There are two (2) equipment specifications to accommodate separate functions. The first equipment specification is the Public PC Specification, set forth in Schedule 3b of Exhibit 3, Products and Services. The second is the Administrative/Staff PC Specification for PCs for all other uses and is a higher end business grade PC, as set forth in Schedule 3c of Exhibit 3, Products and Services.

2.4 **Services Specification**

Vendor is required to perform all items of work identified in Exhibit 1, Statement of Work, including but not limited to:

- 2.4.1 PROJECT MANAGEMENT. Vendor is required to provide Project Management for installation of PCs.
- 2.4.2 HARDWARE STAGING AND CONFIGURATION.
- 2.4.2.1 Vendor is required to validate equipment configurations and confirm all equipment conforms to manufacturer's specifications and to the specifications of this Invitation and Bid.
- 2.4.2.2 Vendor is required to stage PC equipment in vendor warehouse

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2.4.2.3 Vendor is required to provide configuration (assembly, testing/burn-in) of units in vendor warehouse

2.4.2.4 Vendor is required to provide and affix asset tags to all units before delivery

2.4.3 SOFTWARE INSTALLATION AND CONFIGURATION. Vendor is required to install an FLP provided (ghost) image on leased PCs and provide necessary project management coordination.

2.4.3.1 The vendor will receive a ghosted image from the Free Library Information Technology staff to use to configure the workstations.

2.4.3.2 Multiple images will be used in the process for the following: (1) All Public PCs; (2) All Staff and Administrative PCs; and (3) Library for the Blind (LBPH) Images.

2.4.3.3 The image consists of standard Microsoft software and several Library selected educational packages.

2.4.3.4 FLP Technology staff project manager, in coordination with the vendor designated project manager will provide all special instructions for post installation and testing.

2.4.4 DELIVERY

Vendor is required to deliver 775 PCs to six designated sites.

2.4.4.1 The vendor will provide seven (7) workstations (three (3) public, four (4) staff/admin) to be used in the full installation at least six (6) weeks before the rest of the installation begins. No image load will be required on these PCs. These will be used by the Free Library Information Technology staff to test desktop configurations and create required Ghost Images.

2.4.4.2 The vendor will deliver 775 PCs to six (6) Library sites, three (3) Regional Libraries, the Central Library, Rodin Place, and the Library for the Blind - delivery and installation schedules are specified in Exhibit 1.

2.4.5 DEINSTALLATION. Vendor is required to de-install existing equipment (and stage for removal) from the six (6) installation sites (note: de-installed currently used PCs are leased and will be removed from site by the current vendor under contract with the City; in the case of the Library for the Blind the currently installed PCs are not leased and will be de-installed and disposed of by Library staff).

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2.4.6 INSTALLATION

- 2.4.6.1 The vendor will install 705 units at six (6) locations. (The remaining 70 PCs, including 63 IT Division PCs and 7 test development PCs, will be delivered by the vendor as directed by FLP but installed by FLP staff.)
- 2.4.6.2 Vendor is required to complete all PC installations by June 30, 2012. Due to replacement of existing leased PCs the date is firm, subject to Section 2.1.14 above.
- 2.4.6.3 The vendor will be responsible for installing the pre-configured workstations on existing furniture at the specified locations, adding the workstations to the Free Library network, and post-installation testing of the workstation. It is not desired to place any PCs inside of locked cabinetry.
- 2.4.6.4 The vendor will stage replaced equipment (CPU's, monitors, and cables) for removal by the current lessor unless otherwise instructed by Free Library Information Technology staff at the time of installation.
- 2.4.6.5 The vendor will break down and stage all new PC boxes and packing material and unnecessary cables and cable ties from new and old PCs. The Free Library will coordinate the disposal of the boxes and packing material with internal resources.
- 2.4.6.6 Vendor will provide an inventory of all new workstations including asset tag number or id, hostname, role of machine (public, staff, administrative), physical location, IP address, MAC address, special software, special configuration, Network Operating System, and serial numbers in a standard format to be mutually agreed upon. This inventory should be derived from the leasing company asset records.
- 2.4.6.7 Data drops and electrical power will be available at each location. Should the vendor experience difficulties that prevent installation, Free Library Information Technology staff should be notified immediately.

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- 2.4.6.8 The Free Library Project Manager and the vendor project manager will establish a specification that is mutually agreeable as to the physical arrangement of the workstation before the installation begins. Length of keyboard and mouse cables, wire management practices, monitor placement and any aspect of installation that may impact the comfort of the end user will be agreed upon as part of the installation specifications. These specifications may vary from place to place but will be clearly determined prior to installation.
- 2.4.6.9 At the conclusion of the installation the vendor and the Free Library's Project Manager will conduct an inspection. Any outstanding problems, malfunctions or errors will be documented and submitted to the vendor. The vendor will submit a proposed solution for approval by the Free Library's Project Manager. Upon approval and completion of the proposed solution the Free Library Information Technology staff will conduct another inspection to verify that the installation is completely successful. This process will be reiterated until no problems remain.
- 2.4.6.10 The vendor is not responsible for any data migrations - this will be performed by FLP staff.

2.4.7 MAINTENANCE AND SUPPORT

Vendor is required to provide on-site maintenance of PC hardware, including all required parts and labor, through the term of the Lease Agreement, and must restore the equipment to full operability in conformance with all manufacturers' specifications within one (1) business day, in accordance with Paragraph 6 of the DPA. Vendor should provide two alternate prices, including: 1) pricing for a technician stationed at FLP premises performing repair services at FLP branches as directed by FLP staff at (and coordinating all related paperwork); and 2) pricing for on-site maintenance service (including parts and all labor), as dispatched by the vendor from its remote location via a service number coordinated with the FLP Help Desk system.

2.4.8 EQUIPMENT REMOVAL

Upon expiration of the lease, the vendor shall be responsible for the removal of the leased PCs (not including de-installation service) from the 6 sites identified in Exhibit 1.

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## 2.5 Pricing

2.5.1 In Section 5, "Pricing", vendor shall submit firm pricing for the following equipment, including alternate pricing for (i) support provided by staff stationed at FLP premises and (ii) support provided by dispatched staff, as set forth in Section 2.4.8 of this Invitation and Bid (I&B):

2.5.1.1 **28210-011-000** - Lease Price per Month for Public PC Equipment

2.5.1.2 **28210-011-001** - Lease Price per Month for Administrative & Staff PC Equipment

2.5.2 Lease price per month shall include all charges for all products and services required under this Invitation and Bid. Neither the City nor PMA shall be obligated to make any payment additional to the lease price per month for any such products or services.

2.5.3 Vendor must complete all schedules in Exhibit 3.

## 2.6 Delivery:

Delivery Addresses and inventory are provided in Exhibit 1. Prior to the time of delivery and installation all addresses MUST be validated by the vendor and FLP project managers. Vendor must complete Section 5, "Type of Transportation"

## SECTION 3: EVALUATION AND AWARD

### 3.1 EVALUATION

3.1.1 Bids will be evaluated by the Procurement Department, on behalf of PMA, and by PMA.

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

3.1.3 A bid which is determined to be non-responsive because it includes counter-terms or conditions may be disqualified by PMA. The decision of PMA is final. A respondent which is determined to be non-responsible may be disqualified by the PMA. Factors affecting determination of a vendor's responsibility may include, but are not limited to, the financial and technical capacity of a third party, if any, to which the respondent intends to assign lease rights and obligations in accordance with Section 1.4.5 above and Section 1.d of Exhibit 6. The decision of PMA is final.

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### 3.2 **AWARD**

3.2.1 This Invitation and Bid shall be awarded as a whole to the lowest responsible, responsive vendor for either of the alternates set forth in Section 5. PMA, in its sole discretion, may make an award on the basis of either alternate.

3.2.2 Performance Security - For purposes of this Bid ONLY, Contractor is to submit with its bid a non-refundable check or money order payable to the City of Philadelphia to cover Performance Security. The Master Performance Security Fee shall be based on Paragraph 13 of the DPA.

3.2.3 Insurance Requirements - Insurance is a requirement for this Lease. See Paragraph 12 of the DPA. Certificates of Insurance shall be returned with this Proposal. No Lease 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 Vendor
- The insurance carrier must be rated "A" or better by AM Best
- The certificate holder must be PMA and City of Philadelphia, and the City and PMA must each be 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.

## **SECTION 4: LEASE MANAGEMENT**

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

#### 4.1.1 **Order Against Lease Agreement**

Subsequent to conformance of Lease Agreement resulting from this Invitation and Bid, purchase orders will be issued at such time that the 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. PMA reserves the right, in its sole discretion, to have the City's Procurement Department issue purchase orders, on PMA's behalf, directly to the Contractor.

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4.1.2 **ADD-ONS**

PMA, if and as directed by the City, reserves the right to add, delete and/or acquire other product/services that the vendor can supply that are similar to, but not specifically called for in this Invitation and Bid. The procedure for such acquisitions shall be as follows:

Procurement or the using department will obtain from the Contractor 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, the price to the City and the applicable Lease Agreement period; and upon receipt and approval by the Procurement Department shall automatically become part of the Lease.

4.2 **VENDOR RESPONSIBILITY**

4.2.1 Contractor may deliver only service as authorized in the Lease Agreement and only after receipt of a purchase order or other authorized document from PMA. All orders must be in writing. Contractor shall not accept verbal delivery requests until after receipt of purchase order or other authorizing document from PMA. PMA shall have no payment or other responsibility unless or until a purchase order is issued.

4.2.2 Contractor may deliver only service at the prices quoted in the lease and that are reflected on the purchase order.

4.2.3 In the event that the contractor receives an order for services not specifically priced and incorporated into the lease, he must:

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

4.2.4 Should services be delivered that are not specifically incorporated and priced into the contract, and/or be delivered without purchase order, neither the City nor PMA shall have any obligation for payment.

4.2.5 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.

4.3 **VENDOR ACCEPTANCES - BY SUBMITTING AN EXECUTED BID, THE CONTRACTOR AGREES TO THE LEASE MANAGEMENT PROCEDURES IN THIS SECTION.**

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**SECTION 5: PRICING**

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

Unit pricing quoted below will prevail in case of any discrepancy(ies) between unit price and the extended amount and will be the determining factor in establishing applicable lease amount(s)/award.

5.1 Alternate I: On-Site Maintenance Performed by Vendor's Technician Stationed at FLP Premises, as described in Section 2.4.8

ITEM	Unit price per month Each PC	Number of Months		Annual Price per Each PC		Total number of PCs		Total Amount
5.1.1 <b>28210-011-000</b> Lease Price per Month for Public PC Equipment (Estimated Quantity of 220)		48	=		x	220	=	
5.1.2 <b>28210-011-001</b> Lease Price per Month For Administrative and Staff PC Equipment (Estimated Quantity of 555)		48	=		x	555	=	
<b>TOTAL</b>						775		

5.2 Alternate II: On-Site Maintenance Performed by Dispatched Technicians, as described in Section 2.4.8.

ITEM	Unit price per month Each PC	Number of Months		Annual Price per Each PC		Total number of PCs		Total Amount
5.2.1 <b>28210-011-000</b> Lease Price per Month for Public PC Equipment (Estimated Quantity of 220)		48	=		x	220	=	
5.2.2 <b>28210-011-001</b> Lease Price per Month For Administrative and Staff PC Equipment (Estimated Quantity of 555)		48	=		x	555	=	
<b>TOTAL</b>						775		

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5.3 If vendor's bid proposes assignment of lease rights and obligations to a third party, as described in Section 1.4.5 above, vendor must identify such proposed assignee in the space below, including full corporate name and address and the name, address, telephone and email address of its authorized contact person:

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

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

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

Authorized Contact: \_\_\_\_\_

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

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

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

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

**(VENDOR MUST COMPLETE ALL SCHEDULES IN EXHIBIT 3)**  
**VENDOR TO STATE HOW PRODUCT(S), SUPPLIES AND/OR PARTS ARE TO BE DELIVERED TO THE CITY OF PHILADELPHIA: (E.G. ON-SITE DELIVERY VIA AWARDED VENDOR'S TRUCK, UNITED PARCEL, U.S. POSTAL SERVICE ETC.).**

**TYPE OF TRANSPORT:** \_\_\_\_\_

## EXHIBIT 1 - STATEMENT OF WORK

This Statement of Work (SOW) defines the scope of work to be performed by [INSERT CONTRACTOR NAME] Corporation ([INSERT CONTRACTOR NAME] or Contractor) to provide PC equipment and installation services to the Free Library of Philadelphia (FLP or City) as beneficiary of the Lease between Contractor and the Philadelphia Municipal Authority (PMA). Contractor shall replace existing leased PCs in all Central and Regional Branch Libraries, and all special use PCs in 6 total Libraries, including all Equipment, Hardware and Software, Documentation, Deliverables and Services required therefore, as set forth in this Statement of Work, the Data Processing Agreement (DPA), and the Solicitation and Lease Agreement. This SOW further specifies the tasks to be performed by FLP to execute the installation of all PCs. In this SOW and Exhibits 2-5 to the DPA, capitalized terms shall have the meanings provided in *Paragraph 2, Definitions, of the DPA* unless expressly provided otherwise.

The Free Library Leased PCs encompass computer equipment for Library staff use and use by Patrons of the Library to run the daily operations of Library city-wide system. The staff PCs are the primary means of accessing and operating the Library's Integrated Library System (ILS) that effectively manages the entire inventory of the Library's \$445 million library materials assets (valuation of the FLP collection as of 11/02). These PCs also are the primary access to the Library's main catalog for staff and patrons. The Library's catalog is accessed well over a half million times per month and has an anticipated access in excess of 6.3 million annually. The Library has a circulation of approximately 7 million annually – a circulation that is fully managed by the Integrated Library System using the PC equipment that will be replaced. The patron PCs are used an average of 250,000 times per quarter or roughly 1 million times per year.

The Free Library's PCs are all leased presently and will come to term on June 30, 2012.

This Statement of Work has the following sections: Project Scope, Key Assumptions, Approach, Detailed work plan delineating Contractor's responsibilities and FLP responsibilities, Project Plan, Completion Criteria, and Requirements for commencement of Lease Payments by PMA.

### ***1.1. Project Scope in General***

- 1.1.1. Project Management of the acquisition and delivery of 775 PCs and the installation of 705 PCs
- 1.1.2. Validate equipment configurations and order all PCs
- 1.1.3. Staging of PC equipment in vendor warehouse
- 1.1.4. Configuration (assembly, testing/burn-in) of units in vendor warehouse
- 1.1.5. Provide and affix asset tags to all units before delivery
- 1.1.6. Installation of an FLP provided image on leased PCs and necessary project management coordination
- 1.1.7. Delivery of PCs to 6 designated sites
- 1.1.8. De-installation of existing equipment (and staging for removal) from 6 sites (note: de-installed PCs are leased and will be removed from the site by appropriate vendor)
- 1.1.9. Break down and staging of all new PC boxes and packing material and unnecessary cables and cable ties from new and old PCs. The Free Library will coordinate the disposal of the boxes and packing material with internal resources.
- 1.1.10. Installation of new leased PCs

1.1.11. Completion of all PC installations by June 30, 2012. Due to replacement of existing leased PCs the June 30, 2012 date is firm.

1.1.12. Maintenance of PC hardware and software through the term of the lease (4 years) – FLP requires on-site maintenance.

## ***1.2. Key Assumptions***

This Statement of Work and Contractor's prices to perform the Work are based on the following key assumptions.

### **1.2.1. Changes to the work.**

Contractor's performance of certain key tasks is dependent on the City's completion of tasks for which the FLP is responsible, as well as tasks for which the Contractor is responsible. All such tasks for which the FLP is responsible are identified as FLP tasks in this Statement of Work. FLP or Contractor failure to complete tasks for which it is responsible in a timely manner may require a change to the project scope and/or the project time of performance.

Either party may request a change in project scope or a change in project time of performance, including, but not limited to, changes the requesting party contends are necessary on account of a failure of either party to perform in a timely manner. It is the responsibility of the FLP Project Manager and the Contractor Project Manager to (1) determine the impact of a proposed change on project scope and/or project time of performance (as reflected in the revised Project Plan and Detailed Work Plan provided in Section 1.2.2 below); (2) prepare a mutually satisfactory written change order setting forth the change; (3) present the change order to the FLP Project Manager and FLP Chief Technology Officer for approval; and (4) implement the required change if the change order is approved in writing by both parties.

In no event shall Contractor proceed with any change to the project scope, or any change to project time of performance, nor shall the FLP or PMA be obligated to pay for any change to the project scope or project time of performance, unless both Contractor and the PMA have agreed to and executed a written change order setting forth, in reasonable detail, the agreed change to the work, Contractor's price (if any) to perform the change, and the impact on the revised Project Plan and revised Detailed Work Plan provided in Section 1.2.2. Change orders shall be on a form agreed to by Contractor and PMA. Change orders may be executed only by the following authorized personnel:

For Contractor: Project Manager

For PMA: Chief Technology Officer or Director of Information Technology [Does PMA need to sign off on change orders, or can they be protected against additional costs through the sublease?]

1.2.2. **Project Plans; Status Reports and Meetings.** The expected installation dates and response/turnaround times for review of deliverables are as provided in the Project Plan (Section 1.6 of this SOW) and Detailed Work Plan (Section 1.4 of this SOW). Within fifteen (15) business days after all parties execute the Contract, Contractor will submit to the FLP a revised Project Plan and revised Detailed Work Plan that fully reflects the agreement of the parties as to the tasks and activities comprising the project and the start and finish dates for each. The revised Project Plan and revised Detailed Work Plan shall be consistent with the Plans provided in Sections

1.4 and 1.6; shall include at least all tasks and activities there provided, together with (i) such additional tasks and activities, and (ii) such additional detail in the descriptions of tasks and activities, as the FLP requires; shall reflect the times of performance for specific tasks and activities there provided (except as agreed otherwise by the FLP); and shall provide for the same overall time to complete the work there provided. The revised Project Plan and revised Detailed Work Plan shall be deliverables under the Contract, subject to *Article 7, Acceptance, of the DPA*. Upon acceptance by the FLP pursuant to *Article 7*, the revised Project Plan and Revised Detailed Work Plan shall supersede and replace the Project Plan and Detailed Work Plan provided in Sections 1.4 and 1.6, and shall be deemed to be incorporated into this SOW and the DPA. The revised Project Plan and revised Detailed Work Plan will be updated at least monthly.

Contractor and FLP will hold project status meetings at least every week and include the project managers for FLP and Contractor, technical personnel of both where required to address project issues, and if requested by FLP, representatives of subcontractors to Contractor. Prior to each project status meeting, Contractor will submit a written project status report and the most current versions of the revised Project Plan and Detailed Work Plan to the FLP project manager. The status report will identify project issues and problems, including all factors that potentially impact Contractor's time of performance; set forth in detail the tasks and activities completed since the last project status meeting and the tasks to be completed by the next project status meeting; and provide such other information as FLP reasonably requires.

- 1.2.3. The Free Library of Philadelphia will adhere to the Contractor's Pre-Installation Guides (if provided in writing) for FLP tasks and activities to which the Guides apply, except as agreed otherwise by Contractor in writing.
- 1.2.4. Contractor will provide equipment, software, inventory, and licensing documentation to the FLP Project Manager electronically in an appropriate format such as Microsoft Word, Microsoft Project, or Adobe PDF. Documentation (one copy of each) will include at least the following:
  - 1.2.4.1.CPU User Guides
  - 1.2.4.2.CPU Equipment Documentation
  - 1.2.4.3.Monitor User Guides
  - 1.2.4.4.Monitor Equipment Documentation
  - 1.2.4.5.CD, DVD, Audio, Video documentation
  - 1.2.4.6.Windows 7 Ultimate 64 Bit Operating System Licensing Documentation
  - 1.2.4.7.Inventory of all PCs provided (derived from the Leasing Company database) – note that the vendor must affix an asset tag to each PC prior to shipping. The asset tag identifier or number should be included in the PC Lease database inventory that is provided to FLP.
- 1.2.5. Maintenance and Support Services. The Free Library of Philadelphia will purchase from Contractor and Contractor will furnish, as part of the contract: (1) maintenance services for all PC hardware as provided in Exhibit 3, *Products and Services*, Section 3.5, to commence on the date of the beginning of the lease term (July 1, 2012) to continue for the entire length of the lease term which is 4 years; and (2) installation services, as provided in Exhibit 3, Section 3.5 and (3) configuration services and delivery services. Pricing structure for such maintenance and services shall be as set forth in Exhibit 3, Sections 3.1 thru 3.5.

### **1.3. Approach**

- 1.3.1. General Approach

The general approach to this project will be collaborative in that FLP IT staff and Library staff will work with Contractor project manager and technicians to jointly detail exact plans and strategies to perform the required installation of PCs. Notwithstanding the foregoing: Contractor shall be responsible for timely installation of the equipment, and causing it to perform, in accordance with the DPA; FLP acceptance of and payment for the Software, Equipment, Deliverables, and Services to be furnished by Contractor shall be subject to [Paragraph 7, Acceptance, of the DPA](#).

FLP will designate a project manager as will Contractor. A technical committee structure will also be employed to develop, manage, evaluate, and determine and recommend acceptance. This group, their membership, and their duties shall be established at the discretion of FLP, with advice and recommendations from Contractor as appropriate. The Contractor project manager, working through the FLP project manager, will cooperate with and support group members in creating detailed work, test, and acceptance plans.

The installation of the PCs will not require any coding on the part of the Contractor. FLP technical staff will create and test all necessary login and policy code. FLP technical staff will create, test, and certify all software that will become part of the images that will be provide to the contractor to load on the PCs prior to delivery. The Contractor's project manager will provide input as necessary with regard to the images developed by FLP technical staff.

In order to meet the June 30, 2012 deadline of replacing all leased PCs it is estimated that the contractor will need to provide three (3) teams of technicians (see Exhibit 1, section 1.4, Schedule 1a for details). FLP technical staff will join each team. All teams will work concurrently in order to accomplish the overall task within the given timeframe. FLP technical staff will develop and provide the necessary images in a timely fashion to the contractor. The contractor will load the provided images in their warehouse and deliver the PCs to the designated locations prior to the teams commencing work. All network infrastructure work including server configuration and installations to support the PC installations will be performed by FLP technical staff. FLP technical staff, with the contractor project manager, will develop test and post installation procedures. All installation teams will be provided instructions on how to execute the testing and post-installation procedures.

Test plans, test criteria, and tests of the PCs will conform to the Testing Requirements provided in Exhibit 4.

### 1.3.2. Specific Approach

- 1.3.2.1. The vendor will deliver PCs as required and specified in Exhibit 3.
- 1.3.2.2. The vendor will provide seven workstations (three public and four staff/admin) to be used in the full installation at least six weeks before the rest of the installation begins. No image load will be required on these PCs. These will be used by the Free Library Information Technology staff to test desktop configurations and create required Ghost Images.
- 1.3.2.3. Delivery and installation schedules are specified in Exhibit 1 with the primary completion date being June 30, 2012. This schedule will be finalized by the Free Library project manager and the vendor project manager and approved by the Free Library Chief Technology Officer.
- 1.3.2.4. The vendor will be responsible for installing the pre-configured workstations on existing furniture at the specified locations, adding the workstations to the Free Library network, and post-installation testing of the workstation. It is not desired to place any PCs inside of locked cabinetry.
- 1.3.2.5. The vendor is NOT responsible for any data migration. FLP staff will install new servers and migrate all server data in support of the PC installations that the vendor is doing. FLP staff is also responsible for migration of data from staff PCs.
- 1.3.2.6. The vendor will NOT be responsible for de-installing some leased PCs in the 6 sites that FLP staff will identify as PCs on another lease that is not expiring.

- 1.3.2.7. The vendor will NOT be responsible for de-installing leased PC replacements of the special-use PC Reservation or Print Management stations in ANY offices . These PCs are on another lease and will NOT be replaced at this time. FLP staff will identify these PCs to the contractor.
- 1.3.2.8. Replaced equipment (CPU's, monitors, and cables) and new PC boxes and packing material will be staged for removal by the vendor of the leased PCs unless otherwise instructed by Free Library Information Technology staff at the time of installation.
- 1.3.2.9. Vendor will provide an inventory of all new workstations including asset tag number or id, hostname, role of machine (public, staff, administrative), physical location, IP address, MAC address, special software, special configuration, Network Operating System, and serial numbers in a standard format to be mutually agreed upon. This inventory should be derived from the leasing company asset records.
- 1.3.2.10. Data drops and electrical power will be available at each location. Should the vendor experience difficulties that prevent installation, Free Library Information Technology staff should be notified immediately.
- 1.3.2.11. The Free Library Project Manager and the vendor project manager will establish a specification that is mutually agreeable as to the physical arrangement of the workstation before the installation begins. Length of keyboard and mouse cables, wire management practices, monitor placement and any aspect of installation that may impact the comfort of the end user will be agreed upon as part of the installation specifications. These specifications may vary from place to place but will be clearly determined prior to installation.
- 1.3.2.12. At the conclusion of the installation the vendor and the Free Library Project Manager will conduct an inspection. Any outstanding problems, malfunctions or errors will be documented and submitted to the vendor. The vendor will submit a proposed solution for approved by the Free Library project manager. Upon approval and completion of the proposed solution the Free Library Information Technology staff will conduct another inspection to verify that the installation is completely successful. This process will be reiterated until no problems remain.

1.3.3. Installation Approach Summary

- 1.3.3.1. Although 775 PCs are requested as part of the lease the vendor will only be required to install 705. The details of the installation approach are in the above section, the following is a summary:

LEASED PCS	DESCRIPTION
<b>775</b>	Total leased PCs (vendor is responsible for order, config, burn-in, image load, shipping - required on all)
<b>(63)</b>	Number of staff PCs that are required for IT Division that FLP staff will install
<b>(7)</b>	Number of staff and public PCs (4 staff and 3 public) that the vendor must deliver to FLP immediately for image development and testing – performed by FLP staff and NO vendor install required
<b>705</b>	TOTAL NUMBER OF PCs THAT VENDOR MUST INSTALL

***1.4. [Schedule 1a] - Detailed Work Plan and Contractor and FLP Responsibilities***

**[NOTE: Detailed Work Plan will be replaced with a revised Plan as provided in Section 1.2.2. Location Codes noted in the timeline are detailed in section 1.7.1]**

TASK	DURATION	START DATE	END DATE

award			Mon 2/20/12
kickoff meeting	5 days	Tue 2/21/12	Mon 2/27/12
determine model	1 wk	Tue 2/28/12	Mon 3/5/12
purchase PC model	4 wks	Tue 3/6/12	Mon 4/2/12
develop image	10 wks	Tue 2/7/12	Mon 4/16/12
test unit received	1 day	Tue 4/3/12	Tue 4/3/12
image production	4 wks	Wed 4/4/12	Tue 5/1/12
delivery	1 day	Wed 5/2/12	Wed 5/2/12
installation	44 days	Thu 5/3/12	Tue 7/3/12
Team 1	43 days	Thu 5/3/12	Mon 7/2/12
NER (location code = NER)	7 days	Thu 5/3/12	Fri 5/11/12
Rodin (location code = RODIN)	7 days	Mon 5/14/12	Tue 5/22/12
HR (location code = CEN)	3 days	Wed 5/23/12	Fri 5/25/12
Payroll (location code = CEN)	2 days	Mon 5/28/12	Tue 5/29/12
Executive (location code = CEN)	3 days	Wed 5/30/12	Fri 6/1/12
Development (location code = CEN)	5 days	Mon 6/4/12	Fri 6/8/12
IT (location code = CEN)	5 days	Mon 6/11/12	Fri 6/15/12
GI Hallway (location code = CEN)	5 days	Mon 6/18/12	Fri 6/22/12
SSH (location code = CEN)	3 days	Mon 6/25/12	Wed 6/27/12
GOVT (location code = CEN)	3 days	Thu 6/28/12	Mon 7/2/12
Team 2	44 days	Thu 5/3/12	Tue 7/3/12
JEC (location code = JEC)	7 days	Thu 5/3/12	Fri 5/11/12
BSI (location code = CEN)	3 days	Mon 5/14/12	Wed 5/16/12
EPR (location code = CEN)	3 days	Thu 5/17/12	Mon 5/21/12
ART (location code = CEN)	3 days	Tue 5/22/12	Thu 5/24/12
LIT (location code = CEN)	3 days	Fri 5/25/12	Tue 5/29/12
NEWS (location code = CEN)	3 days	Wed 5/30/12	Fri 6/1/12
CHILDRENS (location code = CEN)	3 days	Mon 6/4/12	Wed 6/6/12
TOPSS (location code = CEN)	4 days	Thu 6/7/12	Tue 6/12/12
GRAPHICS (location code = CEN)	2 days	Wed 6/13/12	Thu 6/14/12
REPRO (location code = CEN)	1 day	Fri 6/15/12	Fri 6/15/12
FLEISHER (location code = CEN)	1 day	Mon 6/18/12	Mon 6/18/12
FOUNDATION (location code = CEN)	5 days	Tue 6/19/12	Mon 6/25/12
MAILROOM (location code = CEN)	2 days	Tue 6/26/12	Wed 6/27/12
BLDSER (location code = CEN)	4 days	Thu 6/28/12	Tue 7/3/12
Team 3	39 days	Thu 5/3/12	Tue 6/26/12
BRL (location code = BRL)	7 days	Thu 5/3/12	Fri 5/11/12
RBD (location code = CEN)	2 days	Mon 5/14/12	Tue 5/15/12
RDP (location code = CEN)	2 days	Wed 5/16/12	Thu 5/17/12
ILL (location code = CEN)	2 days	Fri 5/18/12	Mon 5/21/12
POPULAR (location code = CEN)	4 days	Tue 5/22/12	Fri 5/25/12
MUSIC (location code = CEN)	3 days	Mon 5/28/12	Wed 5/30/12
VOL (location code = CEN)	2 days	Thu 5/31/12	Fri 6/1/12
ACCOUNTING (location code = CEN)	5 days	Mon 6/4/12	Fri 6/8/12
PICS (location code = CEN)	3 days	Mon 6/11/12	Wed 6/13/12
CPSD (location code = CEN)	4 days	Thu 6/14/12	Tue 6/19/12
EXTENSIONS (location code = CEN)	4 days	Wed 6/20/12	Mon 6/25/12
HOMEBOUND (location code = CEN)	1 day	Tue 6/26/12	Tue 6/26/12

### 1.5. Completion Criteria

The completion criteria will be determined by the appropriate FLP technical committee, in accordance with the requirements for the System provided in this Statement of Work, Exhibits 2 -5, and the DPA. Items of work comprising a milestone will be considered to be completed only when they are accepted by the FLP in accordance with *Paragraph 7, Acceptance*, of the DPA. The project as a whole will be considered to be completed only when it is Finally Accepted by the FLP in accordance with Paragraph 7 of the DPA.

### 1.6. Project Plan

[NOTE: Project Plan will be replaced with a revised Project Plan as provided in Section 1.2.2 based upon the detailed work plan in Section 1.4]

### 1.7. [Schedule 1b] - PC Replacement Inventory and Shipping Information

#### 1.7.1. Delivery and Site Information

CODE	NAME	ADDRESS	ZIP	PHONE	HOURS
BRL	Blackwell (West Philadelphia) Regional	125 S. 52nd St.	19139-3408	215-685-7426	Monday and Wednesday 12-8 p.m. Tuesday, Thursday, Friday, Saturday 10 a.m. - 5 p.m.; Sunday 1-5 p.m.
CEN	Central Library	1901 Vine Street	19103	215-686-7501	Monday - Wednesday 9 a.m. - 9 p.m. Thursday - Saturday 9 a.m. - 5 p.m. Sunday 1 p.m. - 5 p.m.
LBPH	Library for the Blind and Physically Handicapped	919 Walnut Street	19107	215-683-3213	Monday thru Friday 9-5
JEC	Coleman (Northwest) Regional	68 W. Cheltenham Ave	19144-2795	215-685-2156	Monday, Wednesday 12 - 8 p.m. Tuesday, Thursday, Friday, Saturday 10 a.m. - 5 p.m.; Sunday 1-5 p.m.
NER	Northeast Regional	2228 Cottman Ave.	19149-1297	215-685-0500	Monday, Tuesday, Wednesday 1 p.m. - 9 p.m. ; Thursday, Friday, Saturday 10 a.m. - 5 p.m.; Sunday 1 - 5 p.m.
RODIN	Rodin Place (Processing Division)	2000 Hamilton Street	19103	215-686-5379	Monday thru Friday 9-5

#### 1.7.2. PC Installation Inventory Detail

##### Department Totals

Bldg (Location Code)	Dept Code	Department Name	Existing Staff PCs	Existing Public PCs	New Staff PCs	New Public PCs	Grand Total	Staff PCs, Total	Public PCs, Total
RODIN	ACQ	Acquisitions	13				13	13	0
CEN	ART	Art	5	4	2		11	7	4
CEN	ASD	Accounting	26		3		29	29	0
IT/CEN	AUS	Technology	40		4	3	47	44	3
CEN	BND	Building Services	3				3	3	0
BRL	BRL	Blackwell Regional	24	25	6	11	66	30	36
CEN	BSI	Business	9	7			16	9	7
RODIN	CAT	Catalog	19				19	19	0

CEN	CCD	Childrens	15	6	1		22	16	6
RODIN	CDO	Collection Development	15				15	15	0
CEN	CPS	Central Public Services	6				6	6	0
CEN	DEV	Development	29		3		32	32	0
CEN	DLO	Director Library Operations	6				6	6	0
CEN	EPR	Education, Philosophy & Religion	8	7			15	8	7
CEN	EXO	Executive	10				10	10	0
CEN	EXT	Extensions	8				8	8	0
CEN	FFO	Foundation Finance	9		1		10	10	0
CEN	FLC	Fliesher	5				5	5	0
CEN	GID	Gov't Information	7	20			27	7	20
CEN	GPD	Gov't Publications	6	2	4		12	10	2
CEN	HMB	Homebound	2				2	2	0
CEN	ILL	InterLibrary Loan	6	1			7	6	1
JEC	JEC	Coleman Regional	19	26	1	15	61	20	41
LBPH	LBPH	Library for the Blind	37		1		38	38	0
CEN	LIT	Literature	5	5	1		11	6	5
CEN	MAP	Maps	3				3	3	0
CEN	MCOL	Mayors Commission on Literacy	14		3		17	17	0
CEN	MUS	Music	8			16	24	8	16
NER	NER	Northeast Regional	37	44		4	85	37	48
CEN	NEW	News	9	7		1	17	9	8
CEN	PAY	Payroll	6				6	6	0
CEN	PER	HR	8		1		9	9	0
CEN	PIC	Prints and Pics	2	1			3	2	1
CEN	PPL	Popular Library	11	3	3		17	14	3
CEN	RBD	Rare Books	9	1			10	9	1
CEN	RDP	Reader Development	5				5	5	0
CEN	RFC	Regional Foundation Center	3	5			8	3	5
RODIN	SER	Serials	7				7	7	0
CEN	SSH	Social Sciences	6	6	1		13	7	6
CEN	STX	Stacks	2		2		4	4	0
CEN	TOP	Office of Public Services Support	21		8		29	29	0
CEN	VOL	Volunteers	4				4	4	0
IT/CEN	web	Web Office	19		4		23	23	0
<b>TOTALS</b>			<b>506</b>	<b>170</b>	<b>49</b>	<b>50</b>	<b>775</b>	<b>555</b>	<b>220</b>

**Building Totals**

			Existi ng Staff	Existi ng Public	New Staff	New Public	Grand Total	Staff Total	Public Total
<b>BRL</b>		Blackwell Regional	24	25	6	11	66	30	36
<b>CEN</b>		Central	276	75	33	5	389	309	80
<b>IT/CEN</b>		Technology	59		8	3	70	67	3
<b>JEC</b>		Coleman Regional	19	26	1	15	61	20	41
<b>LBPH</b>		Library for the Blind	37		1		38	38	0
<b>NER</b>		Northeast Regional	37	44		16	97	37	60
<b>RODIN</b>		Rodin	54				54	54	0
<b>Grand Total</b>			<b>506</b>	<b>170</b>	<b>49</b>	<b>50</b>	<b>775</b>	<b>555</b>	<b>220</b>

PCs to Install 705

***1.8. Commencement of Lease Payments***

Commencement date of the first lease payment will July 1, 2012 for all PC equipment and continue for a term of 4 years.

## **EXHIBIT 2 - BUSINESS FUNCTIONAL REQUIREMENTS**

### ***2.1. General***

- All PCs must support the Microsoft Windows 7 64-bit Operating system
- Staff/Admin PC configurations must support existing scanners which are PSC Quickscan 6000
- PCs must be maintained on-site including parts and labor.
- PC must support Library's core business system client (Unicorn) as certified by FLP staff
- PCs must physically fit on existing furniture
- Cable lengths must be adequate to support on desk or under desk installations (no extraordinary distances should be required. In the event that there is, FLP staff will obtain the extenders)
- PCs must operate to the full manufacturers' specification.
- PCs must operate on the existing network infrastructure as certified by FLP staff

## EXHIBIT 3 - PRODUCTS AND SERVICES

### 3. Products and Services Requirements and Cost

#### 3.1. [Schedule 3a] – Overall PC Lease Cost Summary

Description	Monthly Lease Cost
PUBLIC PC CONFIGURATION SUBTOTAL (220 units)	
ADMINISTRATIVE AND STAFF PC CONFIGURATION SUBTOTAL (555 units)	
SERVICES AND MAINTENANCE SUBTOTAL	Included in lease cost
<b>TOTAL MONTHLY LEASE COST</b>	
<b>TOTAL ANNUAL LEASE COST</b>	

#### 3.2. [Schedule 3b] – Public PC Minimum Configuration Required

Description	Bid Item #	Quantity
All-IN-ONE PC		220
<ul style="list-style-type: none"> <li>• Windows 7 Ultimate 64-bit OS</li> <li>• Multi-touch compliant touch-screen, 23" full HD display</li> <li>• Touch-enabled software interface</li> <li>• AMD Phenom(TM) X4 910e quad-core processor [2.6GHz, 2MB L2, 6MB L3, up to 4000MT/s bus], or equivalent</li> <li>• 6GB to 8GB DDR3-1066MHz SODIMM [2 DIMMs], or equivalent</li> <li>• 500GB 7200 rpm SATA 3Gb/s hard drive, or equivalent</li> <li>• 2GB ATI Radeon HD 5570 graphics card, or equivalent</li> <li>• Slot-load DVD burner</li> <li>• Wireless-N LAN card</li> <li>• 6-in-1 memory card reader</li> <li>• Integrated speakers</li> <li>• Minimum of 4 USB ports, including a minimum of at least three ports accessible to a user seated in front of the PC, and at least 1 USB 3.0 ports</li> <li>• Integrated 10/100/1000Mbps (Ethernet).</li> <li>• USB keyboard</li> <li>• USB optical mouse</li> </ul>		

**3.3. [Schedule 3c] – Administrative and Staff PC Minimum Configuration Required**

Description	Bid Item #	Quantity
SLIM TOWER FORM FACTOR CPU:		555
<ul style="list-style-type: none"> <li>• Windows 7 Ultimate 64-bit OS</li> <li>• AMD Phenom(TM) II X6 1090T six-core processor [3.2GHz, 3MB L2 + 6MB L3 shared, up to 4000MHz] or equivalent</li> <li>• 8GB to 12GB DDR3-1333MHz SDRAM [4 DIMMs]</li> <li>• 750GB 7200 rpm SATA 3Gb/s hard drive (prefer SATA 6Gb/s drive if available)</li> <li>• 3GB DDR3 NVIDIA GeForce GT 440 graphics card, or equivalent, withDVI, HDMI, and VGA support</li> <li>• 16X max. DVD+/-R/RW drive</li> <li>• DVD burning software</li> <li>• Integrated 10/100/1000Mbps (Ethernet)</li> <li>• 15-in-1 memory card reader,</li> <li>• Minimum of 5 USB 3.0 ports,</li> <li>• Firewire</li> <li>• Integrated audio</li> <li>• USB keyboard</li> <li>• USB optical mouse</li> </ul>		
MONITOR:		555
<ul style="list-style-type: none"> <li>• Minimum 22" widescreen LCD, 1680x1050 resolution</li> </ul>		

**3.4. [Schedule 3e] – Services and Maintenance Requirements**

Costs listed in this schedule are to be rolled into the lease costs of the PCs

Description	Quantity	Unit Cost	Extended
Configuration (image load, assembly, tagging, burn-in)	775		
Hardware asset tags	775		
Delivery/Shipping (note that 7 units must be shipped immediately for image development and testing and 13 additional units must be shipped immediately for a critical training need – details are in Exhibit 1)	775		
Installation (note that no installation will be required on the following which reduces the install number to 705: 63 IT Division PCs, 7 image development/test PCs). See Section 1.3.2 and 1.3.3 of Exhibit 1 for further details.	705		
Vendor is required to provide on-site maintenance of PC hardware, including all required parts and labor, through the term of the lease, and must restore the equipment to	775		

<p>full operability in conformance with all manufacturers' specifications within one business day, in accordance with Paragraph 6 of the DPA.</p> <p>ALTERNATIVE 1) pricing for a technician stationed at FLP premises performing repair services at FLP branches as directed by FLP staff at (and coordinating all related paperwork); and 2) pricing for on-site maintenance service (including parts and all labor), as dispatched by the vendor from its remote location via a service number coordinated with the FLP Help Desk system.</p>			
<p>Vendor is required to provide on-site maintenance of PC hardware, including all required parts and labor, through the term of the lease, and must restore the equipment to full operability in conformance with all manufacturers' specifications within one business day, in accordance with Paragraph 6 of the DPA.</p> <p>ALTERNATIVE 2) Pricing for on-site maintenance service (including parts and all labor), as dispatched by the vendor from its remote location via a service number coordinated with the FLP Help Desk system.</p>	775		
Project Management Services	1		
Provide complete PC lease inventory including asset tag number and specific data derived from the lease asset database.	1		
<b>TOTAL COST (rolled into PC lease costs – info only)</b>			

**3.5. [Schedule 3f] – Additional Information Requirements**

<b>Description</b>
<p>Provide a detailed description of the PC and Monitor models proposed for each configuration to meet the bid requirements including HP PC Model and technical specifications and the monitor model and technical specifications. Attach detail.</p>
<p>Provide a description of the exact method of PC maintenance to meet the requirements of this bid.</p>

**3.6. [Schedule 3g] – Optional Products and Services**

The pricing for the following optional Products and Services are in effect for 6 months from Contract execution. All options will be exercised at the sole discretion of the FLP.

Description	Quantity	Monthly Lease Cost per unit
<b>Optional PC Hardware</b>		
	1	
Additional Administrative/Staff PCs configuration (without digital card reader as per schedule 3c)	1	
<b>Optional Professional Services</b>		
Additional Installation services hourly rate		
Additional Project Management services hourly rate		
Image Development technical assistance hourly rate		
General Senior Technician hourly rate		
HP and other printer repair service hourly rate		

## EXHIBIT 4 – TESTING REQUIREMENTS

### 4.1. General

- 4.1.1. All PCs will be fully tested and burned-in at the vendor warehouse location prior to shipping.
- 4.1.2. Any “DOA’s” will be promptly processed and replaced by the vendor at no additional charge to the Free Library of Philadelphia (FLP) or the City of Philadelphia.
- 4.1.3. FLP staff will develop and fully test and validate all applications, network connectivity, and policy execution for each image on existing PC equipment.
- 4.1.4. FLP staff will develop and fully test and validate all applications, network connectivity, and policy execution for each image on new PC equipment (that is, new PC equipment meaning the PCs delivered as part of the new PC lease).
- 4.1.5. Vendor will participate with the Free Library of Philadelphia technical staff in final testing of the image developed by FLP – vendor will comment on validity of test as it pertains to image loading procedures and suggest corrective action if need be. The on-site vendor representative or project manager will approve the final image prior to accepting it for delivery to the vendor configuration center.

### 4.2. Test Procedures

- 4.2.1.1. The FLP project manager and the vendor project manager will establish precise installation, post installation, and test plans and procedures, develop documentation for installers, and train and orient installers. The following is a sample desktop deployment and testing procedure:
  - After Windows boots up into the setup input the computer name. The computer name should follow this format. [3 Letter Department Code]W7[Assigned Number] (*For Example: AUSW701*)
  - Click on the **Next** button.
  - In the **Domain Field** type **FLPS** if this computer is going to be used exclusively by the staff or type ..... if the computer will be available to the public.
  - Click on the **Next** button.
  - A Username and Password field will now appear to bind the computer to the domain. In the **Username** field type in ..... and in the **Password** field type .....
  - After the computer has rebooted log on as the user into the **FLPS** domain to setup the staff logons and follow the directions below.  
(Note: The initial logon may take a few minutes to complete)
  - Double-Click on **Microsoft Outlook**.
  - Click on the **Next** button.
  - Choose **Yes** and click on the **Next** button.
  - Choose **Microsoft Exchange Server** and click on the **Next** button.
  - Type in **Excen** for the Exchange Server name.
  - Type in the user’s username in the Username field.
  - Click on the **Next** button.
  - Click on the **Finish** button.

## EXHIBIT 5 - PERFORMANCE REQUIREMENTS

### 5. Performance Standards

#### 5.1. Assumptions

- 5.1.1. PCs will operate to the full manufacturer specification in regards to performance
- 5.1.2. The local and wide area networks and servers are not part of the vendor provided equipment. Further, all DNS, primary and backup domain controller, DHCP, network switch, web server, and routing and virtual LAN functions are under the direct management of the Free Library of Philadelphia. As such, no performance requirements will be imposed upon the CONTRACTOR related to any of these equipment categories.
- 5.1.3. A failure to meet the applicable performance standards which is caused solely by the local or wide area network connection between the workstation and a remote server located in a different facility will not be considered failure by the CONTRACTOR to satisfy the requirements of this Exhibit. However, the System must operate in conformance with the requirements of this Exhibit across the local network, i.e. from the wide area network connection to and including the workstation. In all cases this assumes that the Free Library of Philadelphia meets or exceeds the CONTRACTOR recommended standards for workstation hardware and operating systems, and the local area networks and all related components, on which the System will operate.
- 5.1.4. PCs will be in use 12 hours per day, 7 days per week
- 5.1.5. PCs will be used by multiple users

#### 5.2. Network Infrastructure:

The PCs will perform to the manufacturer specifications in the following Free Library networked environment:

- 5.2.1. Cabling Infrastructures  
The cabling structure is Category 5, 100 Mbps using the TIA/EIA-568A Commercial Telecommunications Cabling Standard.
- 5.2.2. Central site computer Room LAN  
The central-site LAN is where the server(s) will reside. Any remote-site WAN circuits will terminate at this location. The central-site LAN may also support workstations within the same building as well as connections to a governmental or local campus network. For remote connections, a TCP/IP-capable router is supplied with at least one Ethernet port and as many WAN ports as are required to support the remote connections. A 10/100 auto-sensing Ethernet switch is provided (Cisco 6509) for the central-site computer room to provide ports for current Ethernet hubs and servers, local networked PCs, and WAN connections. This switch will act as the backbone for all network connected devices, reducing Ethernet collisions, while increasing available bandwidth capabilities.
- 5.2.3. Remote Servers and Active Directory  
All sites will access servers remotely to authenticate, obtain IP addresses, name resolution, execute policies, store files, etc. All PCs will operate within a Microsoft Active Directory domain environment.
- 5.2.4. WAN Bandwidth  
All sites have a minimum of a 10MB circuit (26 sites have 10 or 100MB TLS).

#### 5.2.5. Remote Library LANs

Each remote site has a device (DSU or other) to connect to the WAN circuit, a router, and an Ethernet hub or switch with the proper number of ports based on the number of PCs to be connected.

#### 5.2.6. IP Addresses

IP addresses are provided by the primary ISP servicing the library network. Each networked device (PC, server, or other) has an IP address and subnet mask. Client workstations use some static addressing but the standard is dynamic IP allocation (DHCP). Servers use static IP addressing. NAT translations from private IP addressing are allowed.

#### 5.2.7. DNS Tables

Standard DNS (Domain Name Service) tables are configured for proper name and address resolution.

#### 5.2.8. Internet Connections

The FLP ISP is accessed across the WAN circuit.

## EXHIBIT 6 LEASE TERMS AND CONDITIONS

### 1) General

- a) The Philadelphia Municipal Authority (“Authority”, “PMA”, or “Lessee”), at the direction of the City of Philadelphia (“City”), will make an award on behalf of the Free Library of Philadelphia (“FLP”) for PC Leasing as provided herein. PMA shall sublease the PCs to the City for use by FLP, on substantially the terms set forth herein (or such terms as may be accepted by PMA under Section 1)b). Unless otherwise specified herein, capitalized terms shall have the meanings provided in the Data Processing Agreement (“DPA”) attached to the Invitation and Bid.
- b) By signing and submitting its bid in response to the attached Invitation and Bid, Contractor agrees to lease to the PMA the PCs and associated software identified in the Lease Agreement, as defined in the DPA (such leased PCs and associated equipment and software are collectively referred to herein as the “Equipment”). The Lease Agreement shall be in accordance with the following terms (in addition to the terms and conditions of the Contract); provided, however, that PMA will consider bids with different lease terms and reserves the right to award a bid proposing different lease terms or to require the use of the lease terms set forth in this Exhibit, in the City’s sole discretion. PMA shall indicate its election to enter into the Lease Agreement and lease the Equipment on the applicable purchase order issued to the Contractor by PMA.
- c) As set forth in the Lease Agreement, the monthly lease payment (“Rent”) includes (i) all charges for leasing the Equipment (“Equipment Rent”) and (ii) all charges for the associated installation, support, maintenance, removal, and other services required under the Invitation and Bid. The Rent and the payment period for each installment of Rent (“Payment Period”) shall be set forth in the purchase order, together with the Equipment Rent.
- d) The Contractor may assign the rights and obligations set forth in these Lease Terms and Conditions (“Lease Assignment”) to a third party (“Initial Assignee”) that finances the purchase of the Equipment, takes title to the equipment, and assumes the right to receive Rent payments thereunder. The consent of PMA to such assignment by the Contractor shall not be required, provided the Contractor has identified the third party as required in Section 5 of the Invitation and Bid. Notwithstanding the foregoing, Contractor may not assign any other rights and obligations of the Lease Agreement without obtaining in advance the express written consent of PMA. Contractor shall notify the City and PMA of its Lease Assignment to an Initial Assignee in its acknowledgment to PMA of the purchase order, and shall provide PMA and the City with a copy of any Lease Assignment agreement between the Contractor and the Initial Assignee, all within 10 days of such assignment.

- e) Notwithstanding any provisions to the contrary in the Lease Agreement, in the event of a Lease Assignment, the Initial Assignee shall only be bound to the obligations of the Contractor as they are specified in these Lease Terms and Conditions and shall not be responsible for any additional representations, warranties, covenants or obligations of the Contractor as provided in the remainder of the Lease Agreement. The City and PMA waive any claims they may have against the Initial Assignee, but not the Contractor, for any loss, damage or expense caused by the Equipment or any defect therein or use or maintenance thereof. The City and PMA acknowledge that the Initial Assignee is not the supplier of the Equipment and is not responsible for its selection or installation. Once an acceptance certificate in the form attached hereto as Exhibit A is executed by the City and PMA and is received by Initial Assignee, if any portion of the Equipment is unsatisfactory for any reason, PMA shall, nevertheless, continue to make payments for the Equipment Rent under the Lease Agreement and shall make any claim against the Contractor or the manufacturer, but not against the Initial Assignee or any subsequent assignee of the Initial Assignee. However, PMA may elect to cancel the lease and cease payments pursuant to Section 14(c) herein.
  - f) Subject to the limitations set forth in Sections 4, below, the rights of the Initial Assignee and any subsequent assignee to receive Equipment Rent under a Lease Assignment are absolute and unconditional and shall not be affected by any right of set-off or defense of any kind whatsoever once an acceptance certificate in the form attached here to as Exhibit A is executed by the City and is also received by Initial Assignee.
- 2) **TERM.** The term of the Lease Agreement (“Lease Term”) shall commence on the date the Equipment is accepted by PMA (as evidenced by an acceptance certificate in the form attached hereto as Exhibit A) and shall continue for a period of four years, unless a “Nonappropriation” shall have occurred as set forth in Section 4. The City may, at its sole discretion, direct PMA to extend the Lease Agreement for up to six (6) months, in order for the FLP to continue to receive the support and maintenance services described in Section 2. Pricing for any such extension shall not exceed the on-site maintenance costs identified by the bidder in Schedule 3e of Exhibit 3.
- 3) **RENT; PAYMENT OBLIGATION.**
- a) PMA agrees to pay to Contractor or the Initial Assignee the Rent as specified in the purchase order. All Rent and other amounts due and payable under the Lease Agreement shall be paid to Contractor in lawful funds of the United State of America at the payment address for Contractor set forth in the purchase order or at such other address as Contractor may designate in writing from time to time.
  - b) **EXCEPT AS EXPRESSLY PROVIDED IN SECTION 4, LESSEE’S OBLIGATION TO PAY ALL EQUIPMENT RENT AND OTHER AMOUNTS WHEN DUE AND TO OTHERWISE PERFORM AS REQUIRED UNDER THE LEASE AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL, AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM, INTERRUPTION, DEFERMENT OR RECOUPMENT FOR ANY REASON**

WHATSOEVER WHETHER ARISING OUT OF ANY CLAIMS BY LESSEE AGAINST CONTRACTOR, CONTRACTOR'S ASSIGNS, THE SELLER, OR THE SUPPLIER OR MANUFACTURER OF THE EQUIPMENT, TOTAL OR PARTIAL LOSS OF THE EQUIPMENT, OR ITS USE OR POSSESSION, OR OTHERWISE. If any Equipment is unsatisfactory for any reason, Lessee shall make its claim solely against the seller of such Equipment (or the Licensor in the case of Software, as defined below) or Contractor and shall nevertheless pay Contractor or its assignee all amounts due and payable under the Lease.

4) APPROPRIATION OF FUNDS.

- a) Notwithstanding anything contained in this Lease to the contrary, the obligations of the Authority under this Agreement are special obligations of the Authority, payable solely from payments received from the City under the Sublease Agreement. Such payments will be made from funds budgeted and appropriated by the City for that purpose during the City's then current fiscal period, and shall be subject to the City's annual appropriations of funds for the Equipment procured under this Agreement by the City's governing body. If sufficient funds have not been appropriated by the City ("Nonappropriation") to support continuation of the Sublease and this Agreement during any subsequent fiscal period, the Authority shall give Contractor notice of such termination at least twenty (20) days prior to the end of the then current fiscal period. If a Nonappropriation occurs, and funds otherwise available by any means whatsoever in any fiscal period of the Authority for Rent are insufficient therefor, this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the Authority of any kind whatsoever, except as to the portions of Rent for which funds shall have been appropriated and budgeted or are otherwise available. In the event of such termination, if the Authority does not or is unable to exercise its option to purchase the Equipment pursuant to Section 7 hereof, the Authority agrees to peaceably surrender possession of the Equipment to Contractor or its assignee on the date of such termination to a location in the Commonwealth of Pennsylvania designated by Contractor or such assignee. Contractor will have all legal and equitable rights and remedies to take possession of the Equipment.
- b) Notwithstanding the foregoing, and to the extent permitted by law, the Authority agrees (i) that it will not cancel this Agreement under the provisions of the above paragraph if any funds are appropriated by the City for the acquisition, retention, leasing or operation of the Equipment or other equipment performing functions similar to the Equipment for the fiscal period in which such appropriation occurs, and (ii) that it will not during the term of this Agreement give priority in the application of funds to any other similar equipment. This subparagraph will be construed so as to prohibit the Authority from terminating this Agreement in order to acquire or lease any other equipment, or from allocating funds directly or indirectly, to perform essentially the same application for which the Equipment is intended, to the extent permitted by law.
- c) The Authority represents, warrants and covenants that (i) it intends, subject to the provisions of this Section 4, to continue the term of this Agreement from the

commencement date through the end of the Lease Term, and to pay all Rent required hereunder for such period, and (ii) it reasonably believes that legally available funds of an amount sufficient to make all Rent during such period will be obtained and that it will do all things lawfully within its power to obtain, maintain and properly request and pursue funds from the City under the Sublease Agreement.

- 5) **LICENSED MATERIALS.** Software means any operating system software or computer programs included with the leased PCs (collectively, "Software"). "Licensed Materials" are any manuals and documents, end user license agreements, evidence of licenses, including without limitation, any certificate of authenticity and other media provided in connection with such Software, all as delivered with or affixed as a label to the Equipment. Lessee agrees that this Lease Agreement (including the sale of any product pursuant to any purchase option) does not grant any title or interest in Software or Licensed Materials. Any use of the terms "sell," "purchase," "license," "lease," and the like in this Lease Agreement with respect to Licensed Materials shall be interpreted in accordance with this Section 5.
- 6) **USE; LOCATION; INSPECTION.** Lessee shall (a) comply with all terms and conditions of any Licensed Materials and (b) possess and operate the Equipment only in accordance with the Lease Agreement and applicable laws; and only for the business purposes of Lessee. Lessee agrees not to move Equipment from the City of Philadelphia, except as may required for the Contractor to service the Equipment under the Contract. Provided Contractor complies with Lessee's reasonable security requirements, Lessee shall allow Contractor to inspect the premises where the Equipment is located from time to time during reasonable hours after reasonable notice in order to confirm Lessee's compliance with its obligations under the Lease Agreement.
- 7) **RETURN.** At the expiration or earlier termination of the Lease Agreement, Lessee will cause Contractor to (a) wipe clean or permanently delete all data contained on the Equipment, including without limitation, any data contained on internal or external drives, discs, or accompanying media, and (b) pack the Equipment to be returned to Contractor in accordance with the manufacturer's guidelines and deliver such Equipment to Contractor at any destination within 100 miles of the Philadelphia designated by Contractor. In the case of any item of Software or License Agreement subject to the Lease Agreement, at the time of the occurrence of a Non-Appropriation or a Lessee Default, Lessee shall also be automatically deemed to have reassigned any License Agreement, and shall immediately de-install and deliver to Contractor all Software, together with the original certificate of authenticity issued by the licensor of such Software, if any. All dismantling, packaging, transportation, in-transit insurance and shipping charges shall be borne by Lessee. All Equipment shall be returned to Contractor in the same condition and working order as when delivered to Lessee, reasonable wear and tear excepted.
- 8) **RISK OF LOSS; INSURANCE.** Lessee assumes any and all risk of loss or damage to the Equipment from the time such Equipment is delivered to Lessee until such Equipment is returned to and is received by Contractor in accordance with the terms and conditions of the Lease Agreement.

- 9) **CASUALTY LOSS.** If the Equipment is lost, stolen, destroyed, damaged beyond repair or in the event of any condemnation, confiscation, seizure or expropriation of such Equipment (“Casualty Equipment”), Lessee shall promptly (i) notify Contractor of the same and (ii) pay to Contractor the Stipulated Loss Value for the Casualty Equipment. The Stipulated Loss Value is an amount equal to the sum of (a) all Equipment Rent and other amounts then due and owing under the Lease Agreement, plus (b) the present value of all future Equipment Rent to become due under the Lease Agreement during the remainder of the lease term, plus (c) the present value of the estimated in place fair market value of the Equipment at the end of the Lease Agreement as determined by Contractor; plus (d) all other amounts to become due and owing during the remaining lease term. Unless priced in the purchase order on a tax-exempt basis, each of (b) and (c) shall be calculated using the federal funds rate target reported in the Wall Street Journal on the Acceptance Date of the applicable Lease Agreement. The discount rate applicable to tax-exempt Schedules shall be federal funds rate target reported in the Wall Street Journal on the Commencement Date of the applicable Lease Agreement less 100 basis points.
- 10) **ALTERATIONS.** Lessee shall make no alterations or additions to the Equipment, except those that (a) will not void any warranty made by the supplier of the Equipment, result in the creation of any security interest, lien or encumbrance on the Equipment or impair the value or use of the Equipment either at the time made or at the end of the Lease Agreement, and are readily removable without damage to the Equipment (“Optional Additions”), or (b) are required by any applicable law, regulation or order. All additions to the Equipment or repairs made to the Equipment, except Optional Additions, become a part of the Equipment and Contractor’s property at the time made; Optional Additions which have not been removed in the event of the return of the Equipment shall become Contractor’s property upon such return.
- 11) **REPRESENTATIONS AND WARRANTIES OF LESSEE.** Lessee represents, warrants and covenants to Contractor and will provide to Contractor at Contractor’s request all documents deemed necessary or appropriate by Contractor, including, financial statements, Secretary or Clerk Certificates, essential use information or documents (such as affidavits, notices and similar instruments in a form satisfactory to Contractor) and Opinions of Counsel to the effect that, as of the time Lessee enters into this Agreement and each Schedule that:
- a) Lessee is an entity duly organized and existing under and by virtue of the authorizing statute or constitutional provisions of its state, with full power and authority to enter into the Lease Agreement and perform all of its obligations under the Lease Agreement;
  - b) The Lease Agreement and each purchase order have been duly authorized, authenticated and delivered by Lessee by proper action of its governing board at a regularly convened meeting and attended by the requisite majority of board members, or by other appropriate official authentication, as applicable, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of the Lease Agreement;
  - c) The Lease Agreement and each purchase order constitute the valid, legal and binding obligations of Lessee, enforceable in accordance with their terms;

- d) No other approval, consent or withholding of objection is required from any federal, state or local governmental authority or instrumentality with respect to the entering into or performance by Lessee of the Lease Agreement or any purchase order and the transactions contemplated thereby;
- e) Lessee has complied with such public bidding requirements and other state and federal laws as may be applicable to the Contract and the acquisition by Lessee of the Equipment;
- f) The entering into and performance of the Lease Agreement will not (i) violate any judgment, order, law or regulation applicable to Lessee; (ii) result in any breach of, or constitute a default under any instrument to which the Lessee is a party or by which it or its assets may be bound; or (iii) result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or on the Equipment, other than those created pursuant to the Lease Agreement.
- g) There are no actions, suits, proceedings, inquiries or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best of Lessee's knowledge and belief is there any basis therefor, which if determined adversely to Lessee will have a material adverse effect of the ability of Lessee to fulfill its obligations under the Lease Agreement;
- h) The Equipment is essential to the proper, efficient and economic operation of the City or to the services which Lessee provides to its citizens. Lessee expects to make immediate use of the Equipment, for which it has an immediate need that is neither temporary nor expected to diminish during the Lease Agreement. The Equipment will be used for the sole purpose of performing one or more of Lessee's governmental or proprietary functions consistent within the permissible scope of Lessee's authority; and
- i) The City reasonably believes that legally available funds of an amount sufficient to make all Rent payments during the term of the Lease Agreement will be obtained and it will do all things lawfully within its power to obtain, maintain and properly request and pursue funds from which the Rent payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding using its bona fide best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved (provided, that the City's best efforts shall not be construed to require the City to file a lawsuit against City Council).

## 12. WARRANTY ASSIGNMENT.

(a) Provided no Event of Default has occurred and is continuing, Contractor assigns to Lessee for the Lease Term the benefit of any Equipment warranty and right or return provided by any seller.

13. EVENTS OF DEFAULT. As used herein, the term "Event of Default" means the occurrence of any one or more of the following events: (a) except in an event of Non-appropriation as set forth in Section 4, Lessee fails to make any Equipment Rent payment as it becomes due in accordance with the terms of the Lease Agreement and such failure continues for ten (10) days after the due date thereof; (b) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder or under the Lease Agreement, and such failure is not cured within thirty (30) days of Lessee's receipt of notice from Contractor; (c) the discovery by Contractor that any statement, representation, or warranty made by Lessee in these Lease Terms and Conditions is false, misleading or erroneous in any material respect; (d) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within thirty (30) days after the institution or occurrence thereof; or (e) an attachment, levy or execution is threatened or levied upon or against the Equipment, and such attachment, levy or execution is not cured within thirty (30) days; (f) the Lessee shall default in the payment of principal of and/or interest on any of the City's outstanding general obligation bonds; or (g) any certificate, statement, representation, warranty, or financial statement heretofore or hereafter furnished pursuant to or in connection with this Lease Agreement by or on behalf of Lessee is false in any material respect at the time as of which the facts therein set forth were stated or certified, or omits any substantial contingent or unliquidated liability or claim against Lessee or, upon the date of execution of the Contract, there shall have been any materially adverse change in any of the facts disclosed by any such certificate, statement, representation, or warranty, which shall not have been disclosed in writing to Contractor at or prior to the time of execution of the Lease Agreement.

14. REMEDIES; TERMINATION.

(a) Upon an Event of Default, all of Lessee's rights (including its rights to the Equipment), but not its obligations hereunder, shall automatically be canceled without notice and Contractor may exercise one or more of the following remedies in its sole discretion:

(i) require Lessee to return any and all such Equipment in accordance with Section 7, or if requested by Contractor, to assemble the Equipment in a single location designated by Contractor and to grant Contractor the right to enter the premises where such Equipment is located (regardless of where assembled) for the purpose of repossession;

(ii) sell, lease or otherwise dispose of any or all Equipment (as agent and attorney-in-fact for Lessee to extent necessary) upon such terms and in such manner (at public or private sale) as Contractor deems advisable in its sole discretion ("Disposition");

(iii) declare immediately due and payable as a pre-estimate of liquidated damages for loss of bargain and not as a penalty, the Stipulated Loss Value of the Equipment in lieu of any further Rent, in which event Lessee shall pay such amount to Contractor within 10 days after the date of Contractor's demand; or

(iv) proceed by appropriate court action either at law or in equity (including action for specific performance) to enforce the performance by Lessee or recover damages associated with such Event of Default or exercise any other remedy available to Contractor in law or in equity.

(b) Lessee shall pay all costs and expenses arising or incurred by Contractor, including reasonable attorney fees, in connection with or related to an Event of Default or the repossession, transportation, re-furbishing, storage and Disposition of any or all of the Equipment ("Default Expenses"). In the event Contractor recovers proceeds (net of Default Expenses) from its Disposition of the Equipment, Contractor shall credit such proceeds against the owed Stipulated Loss Value. Lessee shall remain liable to Contractor for any deficiency. With respect to this Section, to the extent the proceeds of the Disposition (net of Default Expenses) exceed the Stipulated Loss Value owed under the Lease Agreement, or Lessee has paid Contractor the Stipulated Loss Value, the Default Expenses and all other amounts owing under the Lease Agreement, Lessee shall be entitled to such excess and shall have no further obligation with respect to such Lease Agreement. All rights of Contractor are cumulative and not alternative and may be exercised by Contractor separately or together.

(c) In the event of default by the Contractor as set forth in the DPA, PMA may pursue one or more of the following remedies:

(i) If the payments under the Lease Agreement have been assigned to an Initial Assignee, PMA shall continue to make rent payments for those units of equipment which have been delivered for which acceptance certificates have been received, and cancel its order without liability for payment for those units which have not been delivered and for which acceptance certificates have not been received. The amount of the rent payments shown in the payment schedule will be recalculated, however, to take into consideration and pay for the actual number of units which were delivered and for which acceptance certificates have been received. If no acceptable units of equipment have been delivered and accepted, PMA may terminate the purchase order without liability to make any payments.

(ii). If the payments under this agreement have not been assigned to an Initial Assignee, PMA may setoff or counterclaim against its obligation to make the payments any and all damages incurred by PMA or the City as a result of the contractor's default.

15. **QUITE ENJOYMENT.** Contractor shall not interfere with Lessee's right to possession and quiet enjoyment of the Equipment during the Lease Agreement, provided no Event of Default has occurred or is continuing. Contractor represents and warrants that as of the Acceptance Date, Contractor has the right to lease the Equipment to Lessee.

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 states as the Bid opening.
- Note the City Anti-Discrimination Policy or Economic Opportunity Plan (EOP). If Department of Commerce Office of Economic Opportunity (OEO) Participation is required be sure to fill out all appropriate forms. If you have questions call OEO at (215) 683-2000.
- 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 the 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, 2011 – June 30, 2012

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

Dear Vendor:

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

To file for coverage under the Bid Security Program, for the period **July 1, 2011 to June 30, 2012**, 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**" **2011–2012** on the face of the check.

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

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

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

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

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

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

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

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

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

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

A. Check payable to the City of Philadelphia in the amount of \$120.00 for 7/1/11 to 6/30/12  
**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.



**CITY OF PHILADELPHIA**  
**PROCUREMENT DEPARTMENT**  
**DATA PROCESSING AGREEMENT**  
**Invitation and Bid No. S2WJ7850**

**CITY OF PHILADELPHIA  
PROCUREMENT DEPARTMENT**

**DATA PROCESSING AGREEMENT**

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**CITY OF PHILADELPHIA  
PROCUREMENT DEPARTMENT  
DATA PROCESSING AGREEMENT**

**1. SCOPE, EFFECTIVE DATE, AND TERM OF CONTRACT**

The undersigned, hereinafter called "Contractor", "Lessor", or "Bidder," by signing the Invitation and Bid as provided in pages 1-15 of this Data Processing Agreement ("DPA"), agrees to furnish to the City of Philadelphia (the "City") the data processing and other equipment and products, the computer software, and/or the services that are described in the product and/or service specifications and requirements set forth in the Invitation and Bid, in accordance with such specifications and requirements, the Price Schedule, and the terms and conditions set forth in this DPA and elsewhere in the Invitation and Bid. Unless otherwise stated in an addendum issued by the Procurement Department, the Lease Agreement shall be effective as of the date set forth in Section I, *General Bid Submission*, of the Invitation and Bid (provided that all other conditions of a Lease Agreement binding on the City, as set forth in Paragraph 14.h. below, are fully satisfied), and the initial term and renewal terms, if any, of the Lease Agreement shall be as set forth in such Section I.

**2. DEFINITIONS**

The following terms shall have the meanings specified for them, wherever they occur in this Data Processing Agreement (and, as applicable, elsewhere in the Invitation and Bid), whether or not they are capitalized. Such meanings shall be applicable to both the singular and plural of the term defined; whenever the context requires, words used in the singular shall be construed to mean or include the plural and vice versa; and pronouns of any gender shall be deemed to include and designate the masculine, feminine and neuter gender. The definitions and explanations set forth in this Paragraph 2 are an integral part of the terms and conditions of the Lease Agreement.

- a. **BID, BIDDER; CONTRACTOR** - This Invitation And Bid, properly executed by the bidder and submitted to the Procurement Department in accordance with its requirements, constitutes the Bid. The Bidder is the entity submitting and signing, by its authorized signatory, the Invitation And Bid. The successful bidder, whose bid is signed by the Procurement Commissioner and becomes the Lease Agreement, is also referred to as the "Contractor."
- b. **LEASE AGREEMENT**- The Invitation And Bid, properly executed by the successful bidder as required below, shall become the Lease Agreement upon, but only upon, execution by the Procurement Commissioner and the satisfaction of all set forth in Paragraph 14.h. The Lease Agreement shall consist of all of the documents constituting the Invitation And Bid (as set forth in Paragraph 2.I), as executed by the bidder and the Procurement Commissioner, together with all Purchase Orders issued by the Procurement Department pursuant to the Lease Agreement; the term "Lease Agreement" shall refer collectively to such documents.
- c. **DELIVERABLES** - The term "Deliverables" shall refer, collectively, the tangible items of work, as described in this Exhibit and elsewhere in Lease Agreement, that Contractor is required to furnish as part of its performance of the Lease Agreement, including, without limitation, all designs, reports, and documents required under this Lease Agreement.
- d. **DATA PROCESSING AGREEMENT or DPA** - The term "Data Processing Agreement" or "DPA" shall refer to that part of the Lease Agreement consisting of this document (Paragraphs 1-15 and pages 1-20 hereof), together with all exhibits and attachments hereto.
- e. **DAY**- Calendar day, unless business day is specified

- f. EQUIPMENT - An all-inclusive term which, depending upon the procurement, refers either to individual machines (including related components/devices) or to a complete data processing system or subsystem.
- g. OPERATING SYSTEM SOFTWARE - All programs ordered with and innately necessary for the operation of the equipment ordered hereunder, as well as other programming generally made available by the equipment manufacturer without separate charge.
- h. APPLICATION SOFTWARE - Any program that may be ordered under this Lease Agreement that performs a specific functional application as required by the City.
- i. UNMODIFIED APPLICATION SOFTWARE - Any application software ordered under this Lease Agreement that can be installed or delivered without program code changes.
- j. MODIFIED APPLICATION SOFTWARE - Any application software ordered under this Lease Agreement that requires program code changes to meet City requirements prior to delivery or installation.
- k. EQUIPMENT FAILURE - A malfunction in the equipment or software furnished hereunder.
- l. INSTALLATION DATE - The date(s) set forth in the bid specifications by which Contractor must have delivered and installed and have ready for use by the City, the equipment, operating system software and/or application software identified in the bid specifications for "Delivery and Installation."
- m. INVITATION AND BID - "Invitation and Bid" refers, collectively, to the documents by which bids are solicited for this procurement, including all of the following: (i) the form titled "Invitation And Bid" and bearing the "Bid No." for this procurement; (ii) this Data Processing Agreement ("DPA"); (iii) all attachments, exhibits, and appendices to such form and to this DPA; and (iv) all addenda to the Invitation and Bid issued by the Procurement Department. The terms "bid specifications," "bidding specifications," "bid requirements", and "bidding requirements" shall mean the Invitation And Bid wherever they are used in this DPA and elsewhere in the documents comprising the Invitation And Bid.
- n. DELIVERY DATE - The date set forth in the Purchase Order and/or bid specifications by which Contractor must have delivered to the City's site the equipment, operating system software, and/or application software identified in the bid specifications for "Delivery."
- o. MACHINE - An individual unit identified by type and model including model upgrades and features such as a processor, an additional memory unit, a tape unit, a card reader, a terminal, a controller, etc., unless the context requires individual reference to model upgrades and features.
- p. MECHANICAL REPLACEMENT - The replacement of one machine for another occasioned by the mechanical condition of the machine being replaced.
- q. PRICE SCHEDULE - "Price Schedule" refers to Section 5 of the Invitation and Bid, titled "Pricing," where the Bidder is required to provide pricing is under the Invitation and Bid.

- r. **PRODUCT(S)** - Equipment, operating system software, application software, and other products required under the Lease Agreement.
- s. **PURCHASE ORDER** - The purchasing document, bearing the title "Purchase Order" and the number of the Lease Agreement, as signed by an authorized representative of the Procurement Department, that authorizes the Contractor to furnish and the City to pay for equipment, software, and/or services required under the Lease Agreement.
- t. **REMEDIAL MAINTENANCE** - The maintenance performed by Contractor which results from equipment or software failure and which is performed as required, and therefore on an unscheduled basis.
- u. **SERVICES** – The term “Services” shall refer to the work to be performed, including the results to be achieved, under the Lease Agreement, as specified in this Contractt and Exhibits hereto.
- v. **SUBCONTRACTOR** - any subcontractor or supplier to Contractor, at any tier.

### **3. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS**

- a. Any written commitment by Contractor within the scope of the Lease Agreement 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 this DPA; except that if the Invitation and Bid provides different terms relating to liquidated damages, then such different terms shall govern with respect to liquidated damages only .
- b. For the purposes of this DPA a commitment by Contractor includes:
  - (1) prices and options committed to remain in force over specified period(s) of time;
  - (2) any warranty or representation made by Contractor in a bid as to equipment performance or operating system software performance, application software performance, total systems performance, any other physical, design or functional characteristics of a machine, operating system software, application software, installation date or delivery date;
  - (3) any warranty or representation made by Contractor concerning the characteristics or items described in 3 b. (2) above made in any literature, descriptions, drawings or specifications accompanying or referred to in a bid;
  - (4) any modification of or affirmation or representation as to the characteristics of items described in 3b (2) above which is made by Contractor in writing during the course of discussions whether or not incorporated into a formal amendment to the bid in question; and
  - (5) any representation by Contractor in a 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 DPA.

### **4. ACCEPTANCE**

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

## 5. WARRANTY

- a. The warranty period for all equipment, operating system software and application software furnished hereunder shall be ninety (90) days commencing upon acceptance of the equipment and software by the City; provided, however (i) if the manufacturer's standard warranty is longer than ninety (90) days for any item of equipment or software furnished under the Lease Agreement, then such longer warranty period shall apply; and (ii) if a warranty period is specified in the Purchase Order or in the Invitation and Bid, then such warranty period shall apply whether or not it is longer than ninety (90) days and whether or not it is longer than the manufacturer's standard warranty; and (iii) if the warranty period expires on a Friday or Saturday, it will be extended by either two days or one day respectively, so that the last day of such warranty period will be on a Sunday. Subject to the limitations of Paragraph 5.c. below, during the warranty Contractor shall, without cost or expense to the City, repair or replace equipment, operating system software, and/or application software as may be required to maintain the same in good working order and in conformance with the manufacturer's technical specifications, Contractor's representations, all specifications and requirements set forth in the Invitation and Bid, and any performance criteria that are agreed by the parties in writing as part of tests performed pursuant to Paragraph 4, Acceptance. During the warranty period, Contractor will be required to perform all of the maintenance obligations set forth below in Paragraph 6. of this DPA (i.e. according to the type of maintenance service called for in the bid specifications), without cost or expense to the City. If, after seven (7) days (or such longer period as may be agreed to by the City in writing), Contractor is unable to get the equipment and/or software (operating system and/or application), or replacement equipment and/or software, to perform as warranted, the City may declare Contractor in default under Paragraph 8 of this DPA and exercise any or all rights and remedies afforded to it for Contractor default under the Contract.
- b. Prior to the expiration of the warranty period, whenever equipment is shipped for mechanical replacement purposes, Contractor shall bear all costs, including, but not limited to, costs of packing, transportation, rigging, drayage and insurance. This warranty shall apply to the replacement machine beginning on the first day of its acceptance. Warranty service may be provided by repairing the machine or by exchanging it under the type of maintenance service selected by the City.
- c. The warranties provided herein do not cover maintenance required to repair damages malfunctions or service failures caused by:
  - (1) City's failure to follow Contractor's furnished operation or maintenance instructions or the Contractor supplied manual;
  - (2) Non-Contractor's repair, modification or movement of the equipment or software;
  - (3) Accessories, alterations, or attachment of products neither manufactured nor supplied by Contractor; or
  - (4) Events beyond the control and without the fault or negligence of Contractor;

- (5) Equipment or software which the vendor has informed the City will not meet the standard of performance;
  - (6) Those items excluded from maintenance coverage as described in Paragraph 6.a.(15) below.
- d. Except as provided in this Paragraph and Paragraph 3 of this DPA, and except for the implied warranty of merchantability, there are no other warranties expressed or implied.

## 6. MAINTENANCE RESPONSIBILITIES

Except as expressly provided otherwise in the Invitation and Bid, the following terms and conditions shall apply to maintenance services furnished by Contractor under the Contract:

### a. General Provisions

- (1) Subject to the limitations set forth in 6.a.(12) below, Contractor shall provide maintenance service (labor and parts) at the prices set forth in the Invitation and Bid, Price Schedule, and/or Purchase Order. Contractor shall keep the equipment and software (operating system and application) furnished hereunder in good operating condition and, subject to security regulations, the City shall provide Contractor access to the equipment and software (operating system and/or application) to perform maintenance service. "Good operating condition" for equipment shall mean, the continued ability to satisfy the manufacturer's technical specifications. The maintenance prices of Contractor include and substitute equipment as well as the detection and correction of software errors and all changes, updates and enhancements furnished by Contractor and/or equipment/software manufacturer without additional charge to its (their) other maintenance customers. In those instances involving on-site type maintenance (see description below) where it is necessary for Contractor to replace the equipment and/or software (operating system and/or application software) Contractor shall be responsible for the equipment and software and shall bear all costs related thereto, including, but not limited to, costs of packing, transportation, rigging, drayage and insurance.
- (2) Maintenance Continuity - Contractor shall provide the required maintenance service at the prices agreed to by the City in writing (which agreement may, in the City's sole discretion, be in the form of a Purchase Order issued by the Procurement Department) for a period of twelve (12) month following expiration of the applicable warranty period. Thereafter, maintenance service may be renewed under the terms and conditions of the Lease Agreement at the sole option of the City on an annual basis (hereinafter referred to as "future maintenance renewal periods") for up to five (5) additional one (1) year periods and for each year thereafter that the equipment is marketed and/or maintained by the manufacturer. Contractor may increase maintenance prices for future maintenance renewal periods provided that:
  - (a) increase shall not be effective in any City fiscal year unless the City received written notice of increase at least sixty (60) days prior to the start of each twelve (12) month maintenance renewal period; and
  - (b) in no event shall the increased maintenance prices exceed Contractor's published charges maintenance service for non-educational state and local

governments on the effective date of the adjustment, under similar terms and conditions.

- (3) Maintenance Facilities - The City shall provide adequate working space including heat, light, ventilation, electric current and outlets for the use of Contractor's maintenance personnel. These facilities shall be within a reasonable distance of the equipment to be serviced and shall be provided at no charge to Contractor.
- (4) Remedial Maintenance
  - (a) Remedial maintenance shall be performed as required when equipment or software is inoperative. Contractor shall provide the City with a designated point of contact and shall make representative to receive requests for service.
  - (b) Where on-site type maintenance of hardware or software has been contracted for, Contractor's maintenance personnel shall respond within four (4) hours after service is requested.
  - (c) Response time shall be measured from the time the City makes a bona fide attempt to contact Contractor's representative at the pre-arranged contact point and ends when Contractor's maintenance representative responds to the City's representative via phone or email.
  - (d) All equipment and software shall be restored to good operating condition and caused to operate in conformance with the manufacturer's technical specifications, Contractor's representations, all specifications and requirements set forth in the Invitation and Bid, and any performance criteria that are agreed by the parties in writing as part of tests performed pursuant to Paragraph 4, *Acceptance*, within one (1) business days following the calendar day on which the City requests service.
  - (e) Repeated failure to satisfy the four (4) hour response time requirement provided in Subparagraph 6(b) and/or the one (1) business day restore time requirement provided in Subparagraph 4(d) shall constitute sufficient grounds for placing Contractor in default in accordance with the provisions of Paragraph 8 of this DPA. For equipment and/or software (operating and/or applications) that require on-site maintenance Contractor's maintenance personnel shall supply continuous effort, unless otherwise directed by the City, to restore the equipment and software to good operating condition.
- (5) Malfunction Report - Contractor shall furnish a malfunction incident report to the City upon completion of each maintenance call. The report shall include, as a minimum, the following: date and time notified; date and time of arrival; type and model number(s) of product; time spent for repair; time City held machine(s); and/or software preventive maintenance by Contractor's maintenance representative; description of malfunction; list of parts replaced; additional charges, if applicable.
- (6) Service Records - In addition to malfunction incident reports, contractor shall maintain a complete record of all service performed on each machine, including all field and engineering changes performed on site. This service record shall be kept at the City installation site or such other sites as may be approved by the City in writing and shall be furnished for review if requested by the City. The service record shall be

an individual record identifying each machine explicitly, with a complete history of dated service and all field and engineering changes recorded therein.

- (7) Replacement Parts - Subject to the limitations in Paragraph 6.a.(12) below, while equipment is under warranty or maintenance with Contractor, there shall be no additional charges for replacement parts. Unless otherwise agreed to by the City, only new standard parts (or parts warranted as functionally equal to new) sourced from the original equipment manufacturer shall be used in effecting repairs. Maintenance parts shall be furnished on an exchange basis and the replaced parts become the property of Contractor. Contractor shall maintain an adequate supply of spare parts necessary for the repair or replacement of equipment within a twenty-five (25) mile radius of the City of Philadelphia.
- (8) Notwithstanding Contractor's remedial or maintenance efforts, Contractor may be declared in default if equipment or software continues to exhibit defects causing disruption of use and/or repeated periods downtime.
- (9) Additional Maintenance Charges - There shall be no additional maintenance charges for:
  - (a) Remedial maintenance required within a 48-hour period do to a recurrence of the same malfunction.
  - (b) Time spent by maintenance personnel after arrival at the site awaiting the arrival of additional maintenance personnel and/or delivery of parts, etc., after a service call has commenced.
  - (c) Remedial maintenance required when the scheduled preventive maintenance preceding the malfunction had not been performed.
- (10) Engineering and Field Changes - Contractor shall inform the City, in writing, of any engineering or field changes deemed advisable by Contractor and/or the manufacturer of the equipment. Contractor shall indicate when any change is considered mandatory, in which case it shall be installed. If the change is not mandatory, Contractor shall indicate the purpose or desirability of the change for the City. Unless the City responds in writing within fifteen (15) days, it shall be assumed that the City agrees to installation of the non-mandatory change. When informing the City of any engineering or field change, Contractor shall also indicate the number of hours of machine time and the number of hours of system time required to install the change, including any testing deemed necessary to ensure the return of the machine and system to good operating condition. All engineering and field changes shall be performed at no additional cost or expense to the City at mutually agreed to times.
- (11) Through the issuance of a change to the City Purchase Order, the City may upon 30 days notification alter the type of maintenance program for any machine or software program consistent with the Contractor's standard maintenance program.
- (12) Services Not Covered - Contractor's maintenance responsibilities shall not include electrical work external to the equipment, changes or alterations to the physical environment of the installation site, furnishing accessories or supplies, painting or refinishing the equipment or furnishing materials, inspection of machine's, moving or

reinstallation of equipment except when required by an equipment upgrade or repair, maintenance of accessories, machines or other devices not furnished by Contractor, or repairs made necessary by misuse or negligence of the City, its employees, agents, contractors or invitees.

- (13) All features and model upgrades that are eligible for maintenance service under the Lease Agreement, installed on a machine under the Lease Agreement, and not covered under Contractor warranty or another manufacturer's warranty be under the maintenance terms of the Lease Agreement with the same Type of Service and, if applicable, the same Optional Periods of Maintenance Service as the machine on which they are installed.

b. Types of Equipment Maintenance

(1) General

- (a) Maintenance service for equipment under the Lease Agreement may be obtained utilizing one or more of the types of service specified in 6.b.(2) below as requested by the City in the bid specifications.

(2) Types of Service

- (a) Contractor On-Site Repairs - The Contractor will provide maintenance service for the failing machine at the City's location.

**7. LIABILITY AND INDEMNIFICATION**

Contractor shall indemnify defend, and hold harmless the City, its officers, employees and designated representative, from any and all claims, suits, actions, damages, liabilities, expenses and costs of any kind, including litigation costs and reasonable attorney's fees, arising out of bodily injury (including death), personal injury and/or damage to real or tangible personal property, provided that the injury or damage was caused by the fault or negligence of Contractor, its officers, employees, agents or subcontractors (including suppliers).

**8. DEFAULT**

All work performed and goods and services rendered by Contractor under the Lease Agreement shall conform to the terms and conditions of the Lease Agreement, including, but not limited to, the specifications and requirements contained in the Invitation and Bid and the provisions of this DPA.

a. Events of Default - The following shall constitute events of default under the Contract:

- (1) failure by Contractor to comply with any provision or Paragraph of the Lease Agreement, including, but not limited to, the specifications and requirements for the products and/or services required, and this DPA;
- (2) failure by Contractor to comply with any federal state and local law, statute, ordinance or applicable regulation of any federal, state, or local governmental department, board, agency and commission;

- (3) falseness of any representation or warranty made in the Lease Agreement or other document(s) submitted to the City by Contractor in connection with the Invitation and Bid and Lease Agreement;
- (4) failure by contractor to pay its suppliers or subcontractors, misappropriation of any funds provided under the Lease Agreement, or failure to notify the City upon discovery of any misappropriation;
- (5) a violation of law by Contractor which results in its making a guilty plea, a plea of nolo contendere, or conviction of a criminal offense by contractor, its directors, employees, or agents or indictment or issuance of charges against Contractor, its directors, employees or agents for any criminal offense or other violation of law (whether or not the offense or violation of law is ultimately adjudged to have occurred), where such criminal offense, violation, indictment or charges, in the sole judgment of the Procurement Commissioner, adversely affect the performance of the Lease Agreement;
- (6) 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 Lease Agreement and/or after execution of the Lease Agreement by the Procurement Commissioner and/or after satisfaction of any or all other conditions of a binding Lease Agreement set forth in Paragraph 14.h. below;
- (7) City debarment of the Contractor from bidding or proposing on City contracts, whether or not such debarment arises from the performance of the Lease Agreement;
- (8) Contractor so fails to make progress in the performance of the Lease Agreement as to endanger performance of the Lease Agreement in accordance with its terms;
- (9) any other act or omission identified in this DPA or elsewhere in the Lease Agreement as an event or condition constituting default.

b. Termination for Default; Notice and Cure

- (1) Upon the occurrence of one or more events of default as set forth in Paragraph 8.a.,
  - (a) the Procurement Commissioner, in his/her sole discretion, may require Contractor to remedy the default within a period of time to be determined by the Procurement Commissioner; or
  - (b) if the default is not remedied within such period of time (the "Cure Period"), the Procurement Commissioner, in his/her sole discretion, may terminate the contrat in whole or in part.
- (2) The City shall notify Contractor of any termination pursuant to this Paragraph 8 by written notice (the "Termination Notice"), setting forth in reasonable detail the reasons for the termination; and termination shall be effective as of the date specified in the Termination Notice (the "Termination Date").
- (3) The Cure Period shall not be less than fifteen (15) calendar days (unless the Procurement Commissioner determines that Contractor's default constitutes an

emergency endangering the public health, welfare, or safety and requiring a shorter Cure Period ). The Procurement Commissioner may, in his/her sole discretion, extend the Cure Period without terminating the Lease Agreement if the failure stated in the notice of default cannot be corrected within the period specified in the City's notice and if corrective action is instituted by Contractor within the applicable period and diligently pursued until the failure is corrected.

(4) The Procurement Commissioner may, in his/her sole discretion, require contractor to continue to furnish all equipment, software, products and services required under the Lease Agreement until the Termination Date, in which case, subject to the remedies enumerated above, the successful bidder shall be paid in accordance with the Lease Agreement therefor. If the City requires Contractor to cure the event(s) of default, or to continue to furnish products 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 Paragraph 8, for which the City may exercise any of its rights hereunder.

(5) Contractor shall continue the performance of the Lease Agreement, in accordance with its terms, to the extent not terminated under this Paragraph 8.

c. Remedies of the City - Upon termination of the Lease Agreement pursuant to this Paragraph 8, the Procurement Commissioner may, in his/her sole discretion, exercise either of the following remedies or both remedies concurrently:

(1) The City may purchase from others, upon such terms and in such manner as the Procurement Commissioner deems appropriate, equipment, software, other products, and/or services similar to and in substitution of those terminated. In such event, Contractor shall, subject to the limitations set forth in Paragraph 9 of this DPA, be solely responsible and liable to the City for the full amount of any costs incurred by the City for such similar equipment, software, other products, and/or services, and Contractor agrees to pay such costs upon receipt of the City's invoice therefor.

(2) The City may appropriate to the payment of the price of such substitute equipment, software, products or services, and the amount of any other loss, cost or damage incurred by the City as a result of Contractor's default, any monies which may then be due and payable to Contractor under the Lease Agreement or any other Lease Agreement that Contractor then has with the City.

d. Force Majeur Exceptions to Contractor Default - The following terms and conditions shall apply solely to this Paragraph 8:

Except with respect to defaults of subcontractors, Contractor shall not be in default under this Paragraph 8 and shall not be liable for costs under Paragraph 8.c if the failure to perform this DPA arises out of causes beyond the control and without the fault or negligence of Contractor, including, and expressly limited to, natural disaster, any act of God, war, civil disturbance, court order, labor dispute, or nonperformance of third parties other than subcontractors and suppliers of Contractor (hereinafter referred to as a "Force Majeur Event"). If the failure to perform is caused by the default of a subcontractor, and if such default is caused by a Force Majeur Event that is beyond the control of both Contractor and subcontractor and is without the fault or negligence of either of them, and unless the items or services to be furnished by the Contractor are delivered in sufficient time to permit Contractor to meet the required performance schedule, then Contractor shall not be in default under this Paragraph 8 and shall not be liable for costs under

Paragraph 8.c. In the event Contractor's performance of the Lease Agreement is affected by a Force Majeur Event, it shall immediately give written notice to the City, and shall exercise every commercially reasonable effort to resume performance. The Procurement Commissioner, in his/her sole discretion, may deem the failure to provide such written notice or to exercise such commercially reasonable efforts to be an event of default under this Paragraph 8.

- e. Remedies Not Exclusive - The rights and remedies of the City provided in this Paragraph 8 shall not be exclusive and are in addition to and not in lieu of any other rights and remedies the City may have at law, in equity, under any bond(s) filed in connection with the Lease Agreement or under any other provisions and Paragraphs of the Lease Agreement, all of which are reserved to the City; provided, however, that the exercise of such rights or remedies by the City shall be subject to the limitations set forth in Paragraph 9 (Limitation of Liability) of this DPA, except as expressly provided otherwise in Paragraph 9 or elsewhere in this DPA or the Lease Agreement.

## 9. LIMITATION OF LIABILITY

- a. In no event will either party to the Lease Agreement be liable for consequential, indirect, incidental, punitive, or special damages. This limitation shall not limit or restrict Contractor's obligation to indemnify and defend the City under Paragraph 7 of this DPA.
- b. In the event of a default by Contractor under the Lease Agreement, the City shall be entitled to recover actual, direct damages and costs incurred as a result of the default; provided, however, that Contractor's liability therefor shall be limited to the greater of:
  - (1) \$250,000; or
  - (2) the total dollar amount of all Purchase Orders issued to Contractor pursuant to the Lease Agreement as of the time of the default.

This limitation shall not limit or restrict Contractor's obligation to indemnify and defend the City under Paragraph 7 of this DPA.

- c. In no event shall the City's liability to Contractor for damages arising under or in relation to the Lease Agreement other than consequential, indirect, incidental, punitive, or special damages, of any kind or nature whatsoever (including, without limitation, direct damages) exceed the greater of: \$250,000 or the total dollar amount of all Purchase Orders issued to Contractor pursuant to the Lease Agreement as of the time such damages arise.

## 10. NON-ASSIGNMENT

Neither party to the Lease Agreement shall assign or otherwise transfer its rights, duties and/or obligations under the Lease Agreement, except with the prior written consent of the other party hereto; any assignment or transfer (including, but not limited to, sub-contract) without such consent shall be null and void. In no event shall the City's consent to any assignment or transfer by Contractor relieve Contractor from its obligations hereunder or change the terms of the Lease Agreement. Contractor accepts full responsibility for and guarantees the performance of any and all assignees and transferees (including sub-contractors) of Contractor. Notwithstanding the foregoing, the City shall have the right to assign the Lease Agreement to the Philadelphia Municipal Authority (PMA) without the consent of the Contractor, in the event that PMA does not itself enter into the Lease Agreement with Contractor.

## 11. CONTRACTOR CERTIFICATION

Contractor certifies that all of the prices, warranties and benefits granted under the Lease 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 or software under the Lease Agreement (or in the case of maintenance services, prior to the start of such services or at any time during the period such services are furnished hereunder), announce a general price reduction or make available to any other non-educational state or local government customer contracting for similar volumes under similar terms and conditions, more favorable prices, warranties or benefits with respect to the equipment or software identified in the Lease Agreement, such prices, warranties or benefits will be made available to the City upon the date the general price reduction or change in prices, warranties or benefits becomes effective and the Lease 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.

## 12. INSURANCE

Unless otherwise specified, the successful bidder (referred to in this Paragraph 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 insureds 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 insureds 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 lease 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 Lease Agreement by the contractor to the City or to limit the contractor's liability under this Lease Agreement to the limits of the policies of insurance required to be maintained by the contractor hereunder.

### a. WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

- (1) Workers' Compensation -Statutory limits.
- (2) Employers Liability - \$500,000 Each Accident - Bodily  
Injury by Accident; \$500,000 Each Employee - Bodily  
Injury by Disease; \$500,000 Policy Limit -Bodily  
Injury by disease
- (3) All states endorsement

### 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 (employee exclusion deleted); 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 INSURANCE

- (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.

d. PROFESSIONAL LIABILITY INSURANCE

Contractor shall be required to furnish professional liability insurance if, but only if, professional liability insurance is required elsewhere in the Invitation and Bid. If such insurance is required, it shall be furnished in the amounts, and in accordance with the terms and conditions, that are specified in the applicable provision of the Invitation and Bid.

**13. PERFORMANCE SECURITY**

The City of Philadelphia requires performance security for contracts greater than \$30,000. If the amount of the Lease Agreement 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 Lease Agreement amount for firm limit contracts and \$4.00 per thousand dollars of the Lease Agreement amount for requirements contracts, or as otherwise specified in the Invitation and Bid. If the amount of the Lease Agreement to be awarded is in excess of \$500,000, or an individual performance bond and/or labor and materialmen's bond is required in the Invitation and Bid, the successful bidder is required to furnish such individual performance bond and/or labor and materialmen's bond, issued by a surety approved by the City, on a form prepared by the City's Law Department and in the amount specified for the bond(s) in the Invitation and Bid; or if no such amount is provided in the Invitation and Bid, in the amount specified for the bond(s) in the notice of lease 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.

**14. GENERAL TERMS AND CONDITIONS OF BIDDING**

Except as expressly stated otherwise in the bid specifications or elsewhere in the Invitation and Bid, the following general terms and conditions of bidding shall apply:

- a. Preparation and Submission of Bids - 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.

This Invitation and Bid and any lease awarded hereunder shall include all of the following, as set forth in Paragraph 2.b, *Lease*, and Paragraph 2.1, *Invitation and Bid*, of this DPA: (i) the form titled "Invitation And Bid" and bearing the "Bid No." for this procurement; (ii) this DPA; (iii) all attachments, exhibits, and appendices to such form and to this DPA; (iv) all addenda to the Invitation and Bid issued by the Procurement Department. The Lease Agreement shall include, in addition to the foregoing documents, all Purchase Orders issued by the Procurement Department pursuant to the Lease Agreement, which are hereby incorporated into the Lease Agreement. It is the sole responsibility of the bidder to ensure that it has received any and all addenda to the Invitation and Bid issued by the Procurement Department 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 this 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. 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.

- b. Specifications - When a formal, numbered specification is referred to in this Invitation and Bid, no deviation therefrom will be permitted 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 this 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 are expected to so notify the Procurement Department.
- c. 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 is interested.
- d. Quantities Awarded - For requirements contracts only (which shall be so identified elsewhere in the Invitation and Bid), 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.
- e. 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 lease 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. All lease 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.

- f. Responsiveness of Bids - Subject to the right of the Procurement Commissioner to waive non-responsiveness of bids as set forth below in this Paragraph 14, and except as set forth in Section 1.4.4 of the Solicitation and Lease Agreement the specifications, requirements, and terms and conditions set forth in this DPA and elsewhere in the Invitation and Bid are mandatory and must be strictly followed by all bidders in the preparation and submission of its 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 the specifications and requirements included in this Invitation and Bid. Any bid which is incomplete, obscure, conditional, or unbalanced, which contains additions not called for in the Invitation and Bid or irregularities of any kind, including alterations or erasures, or which fails to conform in any respect to such specifications, requirements, and terms and conditions, 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 or by this DPA 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 lease award.
- g. Responsibility - Unless otherwise specified elsewhere in the Invitation and Bid, after the bids are opened, the Procurement Department, and other City departments or agencies where appropriate or specified in the Invitation and Bid or required by law or regulation, shall review and may investigate the responsibility of the bidder, including, but not limited to, the bidder's qualifications, references, ability (including, but not limited to financial and technical capacity) to perform the Lease Agreement resulting from this Invitation and Bid in accordance with its terms, and integrity. All determinations of bidder responsibility shall be vested in the sound discretion of the Procurement Commissioner and other City officials. Any bidder who is found not responsible shall be ineligible for award of the Lease Agreement. Bidders found 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 for 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.
- h. Conditions of Binding Lease Agreement - For bids in an amount less than or equal to \$25,000, the signed bid of the lowest responsive and responsible bidder shall become a lease binding the City as of the date on which the Procurement Department issues its written notice of the Procurement Commissioner's award of the Lease Agreement to the bidder, without the satisfaction of further conditions by the bidder. For bids in an amount greater than \$25,000, however, such signed bid shall not become a lease between the City and the successful bidder, and shall not bind or obligate the City in any way, unless and until all of the following conditions (1)-(5) are fully satisfied:

- (1) The Procurement Department has issued its written notice of the Procurement Commissioner's award of the Lease Agreement to the successful bidder;
- (2) The successful bidder posts sufficient Performance Security, as required in the Invitation and Bid, within the time specified in the written notice of award, and a Labor and Materialmen's Bond, if and as required by the Invitation and Bid, within the time specified in the written notice of award;
- (3) The Lease Agreement Documents, as executed by the successful bidder, are approved as to form by the City's Law Department;
- (4) The availability of funds is certified by the City's Director of Finance and the City Controller; and
- (5) The Lease Agreement Documents are executed by the Procurement Commissioner.

The Procurement Commissioner may, in his/her sole discretion, cancel any lease award if any of the above conditions (1)-(5) are not satisfied, or if the Procurement Commissioner, in his/her sole discretion, determines that cancellation is 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 lease or of any other legal duty, or for lost profits, costs, damages, or expenses of any kind.

- i. Failure to Execute Lease Agreement - Any bidder not lawfully released from its bid, who refuses to execute and/or be bound by a Lease Agreement in accordance with its bid or who fails, refuses or is unable to furnish any required bonds, performance security or insurance, as may be required by this DPA and elsewhere in the Invitation and Bid, shall be liable for the actual loss, cost or damage incurred by the City as a result of the bidder's failure to execute the Lease Agreement or to furnish such bonds, performance security or insurance.
- j. Third Party Beneficiary – The City shall each be an express third party beneficiary of this Agreement. Nothing in the Lease Agreement, express or implied, is intended or shall be construed to confer upon or give to any person, firm, corporation, or legal entity, other than PMA, the Contractor, or the City any rights, remedies, or other benefits under or by reason of the Lease Agreement.

## 15. ENTIRE AGREEMENT

The Lease Agreement, as defined in Paragraph 2.b of this DPA, constitutes the entire understanding of the parties with respect to the subject matter hereof, and neither it nor the rights and obligations hereunder may be changed, modified or waived except by an instrument in writing signed by all of the parties hereto. The parties hereto bind themselves, their heirs, executors, administrators, successors and assigns for the faithful performance of the Lease Agreement.

## SIGNING OF BIDS

**NOTE: THE BIDDER MUST EXECUTE ITS BID BY SIGNING THIS DATA PROCESSING AGREEMENT AS PROVIDED BELOW. 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.**

If bid is by an **INDIVIDUAL** or a **PARTNERSHIP**, date and sign the bid on this page, with original signatures, in ink.

**Contractor and the Philadelphia Municipal Authority, intending to be legally bound by this Data Processing Agreement and all other documents comprising the Lease Agreement, have caused the Lease Agreement to be executed by their respective duly authorized officers:**

Date of Bid: \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Signature of Owner, Partner

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

\_\_\_\_\_  
Business Name of Bidder/Contractor

\_\_\_\_\_  
Address, including Zip Code

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

If bid is by 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.

Contractor and the Philadelphia Municipal Authority, intending to be legally bound by this Data Processing Agreement and all other documents comprising the Lease Agreement, have caused the Lease Agreement to be executed by their respective duly authorized officers:

CORPORATE SEAL

Date of Bid: \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Corporate or Business Name of Bidder/Contractor

\_\_\_\_\_  
Address, including Zip Code

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

\_\_\_\_\_  
Signature of President or a Vice-President

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

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

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

**PHILADELPHIA MUNICIPAL  
AUTHORITY**

\_\_\_\_\_  
Name: Albert A. Childs  
Title: Executive Director

**APPROVED AS TO FORM**

\_\_\_\_\_  
Assist./Dep. City Solicitor