

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

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

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

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

MBE - 2% to 8%
AND/OR
WBE- 2% to 8%
DSBE- NONE

These ranges represent the percentage of MBE, WBE, DBE¹ and/or DSBE (collectively, "M/W/DSBE") participation that should be attained by M/W/DSBEs from business opportunities existing in the available market absent discrimination in the solicitation and selection of these businesses. These ranges are based upon an analysis of factors such as the size and scope of the contract and the availability of certified M/W/DSBEs to perform various elements of the contract. The submission of a Solicitation For Participation and Commitment Form and any supporting documentation (more fully discussed below) is an element of responsiveness to the Bid and failure to submit the required information will result in rejection of your bid.

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

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

it fraudulently obtains public moneys reserved for or allocated or available to minority business enterprises or women's business enterprises.

A. M/W/DSBE PARTICIPATION

1. MBE, WBE, DBE and DSBE shall refer to certified businesses so recognized by the City of Philadelphia through its OEO. Only the work or supply effort of firms that are certified as M/W/DSBEs by an OEO approved certifying agency² at the time of bid opening will be eligible to receive credit towards the participation ranges. 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.

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.

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

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

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

²A list of "OEO approved certifying agencies" can be found at www.phila.gov/oEO

towards the participation ranges only to the extent of the M/W/DSBE partner's ownership interest in the joint venture in accordance with the following criteria:

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

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

B. RESPONSIVENESS

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

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

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

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

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

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

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

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

and given adequate amount of time to prepare a quote/subcontract as others who were solicited by bidder. The OEO will also investigate whether M/W/DSBEs were accorded the same level of outreach as non-M/W/DSBEs, for example whether bidder short listed M/W/DSBEs for participation or solicited M/W/DSBEs at any pre-bid meetings.

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

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

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

C. RESPONSIBILITY

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

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

3. No privity of contract exists between the City and any M/W/DSBE subcontractor identified in any contract resulting from this Bid. The City does not intend to give or confer upon any such M/W/DSBE subcontractor(s) any legal rights or remedies in connection with the subcontracted services under Executive Orders 2-05 and 14-08 or by reason of any contract resulting from the Bid except such rights or remedies that the

M/W/DSBE subcontractor may seek as a private cause of action under any legally binding contract to which it may be a party.

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

D. ACCESS TO INFORMATION

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

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

E. RECORDS AND REPORTS

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

F. REMEDIES

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

a. Withhold payment(s) or any part thereof until corrective action is taken.

b. Terminate the contract, in whole or in part.

c. Suspend/Debar the Successful Bidder from proposing/bidding and/or participating in any future City contracts for a period of up to three (3) years.

d. Recover as liquidated damages, one percent of the total dollar amount of the contract for each one percent (or fraction thereof) of the commitment

shortfall. (NOTE: The “total dollar amount of the contract” shall include approved change orders, amendments and for requirements contracts shall be based on actual quantities ordered by the City. For Concessions, the “total dollar amount of the contract” shall mean the Concession Fee paid to the City.)

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

ANTIDISCRIMINATION POLICY SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM
 Minority (MBE), Woman (WBE), Disabled (DSBE) and Disadvantaged (DBE) Business Enterprises¹

DEPARTMENT OF COMMERCE
OFFICE OF ECONOMIC OPPORTUNITY (OEO)

Bid Number or Proposal Title:		Name of Bidder/Proposer:				Bid/RFP Opening Date:	
List below ALL MBE/WBE/DBE/DSBEs that were solicited regardless of whether a commitment resulted therefrom. - Photocopy this form as necessary.							
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE		Work or Supply Effort to be Performed	Date Solicited		Commitment Made		Give Reason(s) If No Commitment
Company Name			By Phone	By Mail	Yes (If Yes, give date)	NO	
Address							
Contact Person			Quote Received		Amount Committed To		
Telephone Number Fax Number			YES²	NO	Dollar Amount		
Email Address					\$		
OEO REGISTRY #	CERTIFYING AGENCY				Percent of Total Bid/RFP		
					%		
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE		Work or Supply Effort to be Performed	Date Solicited		Commitment Made		Give Reason(s) If No Commitment
Company Name			By Phone	By Mail	Yes (If Yes, give date)	NO	
Address							
Contact Person			Quote Received		Amount Committed To		
Telephone Number Fax Number			YES²	NO	Dollar Amount		
Email Address					\$		
OEO REGISTRY #	CERTIFYING AGENCY				Percent of Total Bid/RFP		
					%		
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE		Work or Supply Effort to be Performed	Date Solicited		Commitment Made		Give Reason(s) If No Commitment
Company Name			By Phone	By Mail	Yes (If Yes, give date)	NO	
Address							
Contact Person			Quote Received		Amount Committed To		
Telephone Number Fax Number			YES²	NO	Dollar Amount		
Email Address					\$		
OEO REGISTRY #	CERTIFYING AGENCY				Percent of Total Bid/RFP		
					%		

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

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.SECTION 1: GENERAL BID SUBMISSION

1.1 **TITLE: Court Reporting Service for Philadelphia City Council**

1.2 **SCHEDULE NO: 318-01**

1.3 **CONTRACT TERM: 02/01/2012 to 01/31/2013** (“Initial Term”), with an option to renew for up to **two (2)** additional **one (1)** year periods plus one nine (9) months period, (“the Renewal Term”) exercisable, at the City’s sole discretion, as of the expiration of the Initial Term or then current Renewal term. The City may, at its sole discretion, renew the contract for up to three (3) months at the beginning of each renewal period(s) (the “Additional Performance Period”), if a decision has been made not to renew the contract for an entire year.

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

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

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

1.4 **CONTRACT TYPE: REQUIREMENTS**

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

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

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

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

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

1.6 **STATEMENT OF DIRECTION:**

It is the intent of the City of Philadelphia to make an award for **Court Reporting Services** for City Council.

1.7 **BID SECURITY**

1.7.1 Bid security shall be based upon the **estimated expenditures listed in paragraph 1.8.3 under the Primary.**

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

Bidders already enrolled in the City's Master Bid Security Program for July 1, 2010 to June 30, 2012 are not required to provide Bid Security if their bid

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total is \$500,000.00 or less (per paragraph 2 of “Terms and Conditions of Bidding and Contract”).

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

1.7.3 **Bids Opening July 1, 2011 through June 30, 2012**

Bidders may qualify for the Master Bid Security Program described above for **July 1, 2011 – June 30, 2012** by submitting a check in the amount of **\$120.00** made payable to the City of Philadelphia. The check should be submitted, under separate cover, to the Bid Unit Supervisor at least one day prior to the first bid that the bidder wants covered under the program and is *non-refundable*. Or if, and only if, the bidder chooses to submit the check for the Master Bid Security Program with their bid, the check **MUST** be in the form of a Certified, Treasurer’s or Cashier’s Check, Bank or United States Postal Money Order and is non-refundable.

1.7.4 If the bidder is not enrolled and does not intend to enroll; or if the total value of the bid submitted exceeds \$500,000.00, the Master Bid Security Program is not applicable. Bidders instead **MUST** submit with their bid a refundable Certified, Treasurer’s or Cashier’s Check, Bank Money Order or United States Postal Money Order in the amount of **\$2,000.00**.

1.8 **BID INFORMATION:**

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

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

1.8.3 Estimated Expenditures – Primary \$100,000.00
- Secondary \$25,000.00

1.9 **BID SUBMISSION:**

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- 1.9.1 Bid information must be submitted to the City of Philadelphia no later than the time and date for the bid opening.
- 1.9.2 Advertised sealed bids will be received and read publicly at 10:30 AM in Room #170A, 1st Floor, Municipal Services Building, 1401 JFK Boulevard.
- 1.9.3 Bid should be complete and include ALL information required as described in the various paragraphs of the bid specifications.
- 1.9.4 All pricing must be completed on the forms provided; be complete; and be in ink or typed.
- 1.9.5 The bid must be complete as to required bid signatures and corporate seal, and fully accept the terms and conditions contained in the bid.
- 1.9.6 **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 \$10.00 to cover the bid processing fee. Failure to submit the bid processing fee may result in disqualification from bidding.
- 1.9.7 When M-BE, W-BE or DS-BE ranges are required on an Invitation and Bid, bidders are reminded that the submission of a blank “Minority Business Enterprise Council Solicitation and Commitment Form” will be deemed non-responsive and ineligible for an award. Bidders are reminded to read carefully and entirely the “Bidder’s Guidelines relating to Executive Order 02-05”.
- 1.9.8 **LOCAL BUSINESS ENTITY:**
In accordance with the City of Philadelphia's Regulations Relating to Local Bidding Preferences for Procurement Contracts, this bid may be subject to a 5% local bid preference. In order to determine eligibility to receive the 5% preference, if applicable, **bidder or subcontractor must be certified at the time of the bid opening and must submit with the bid the Local Business Entity Certification number** as issued by the Procurement Department for the prime contractor or the applicable subcontractor.

If the prime relies upon its subcontractor’s LBE status in order to be eligible for the preference, the name and certification number of the subcontractor **must** be submitted with the bid. **Failure to submit the prime’s LBE**

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certification number or the subcontractor's name and the LBE certification number with the bid will deem bidder ineligible for the 5% preference.

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

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

Prime or subcontractor's LBE Certification Number _____

If applicable:

Subcontractor's Name _____

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

1.9.9

BID QUESTIONS OR PROBLEMS

In preparing the bid response, should any bidder need clarification on the bid requirements, identify a discrepancy in the specifications, determine that a specified product has been discontinued or an alternate procedure is advised, etc.; then the bidder is STRONGLY encouraged to bring these issues to the attention of the Procurement Department's Public Information Unit prior to the bid opening by calling (215) 686-4720 or 4721, or by faxing (215) 686-4716. **Questions, whether phoned or faxed, should be received no later than three (3) business days after the scheduled Mandatory Pre-Bid Meeting referenced in paragraph 1.11 of this Invitation and Bid. The City reserves the right to only respond to those questions submitted prior to the stated deadline.** If it is in the City's best interest to do so, the bid MAY be amended to reflect the proposed changes/modifications.

Exceptions taken DO NOT obligate the City to change the specifications. The City of Philadelphia, Procurement Department will notify all bidders in writing, by addendum duly issued, of any interpretations/changes made to specifications or instructions. The City will not accept

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responsibility for oral instructions, suggestions or changes by any City agency.

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

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1.9.10 **CONTACT PERSON(S):**

PRE-AWARD:

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

Name: _____

Address: _____

City/State/ZC: _____

Telephone No.(____) _____ Ext.: _____

Fax No.(____) _____

E-mail address _____

State Company Web Site Address: _____

POST-AWARD:

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

Name: _____

Address: _____

City/State/ZC: _____

Telephone No.(____) _____ Ext.: _____

Fax No.(____) _____

E-mail address _____

1.10 **BIDDER QUALIFICATION AND RESPONSIBILITY**

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1.10.1 In order to be eligible for an award of a contract under this Invitation and Bid, the bidder must initially satisfy the following requirements:

- (1) The bidder must demonstrate its ability to comply with all requirements of this Invitation and Bid, and to furnish qualified, registered, and certified court reporters who satisfy the requirements of Sections 2.2.8 below and all terms and conditions hereof.
- (2) The bidder must demonstrate a minimum of five years experience in operating the business of retaining (as employees or independent contractors), assigning, and managing certified, registered, and qualified court reporters, as set forth in Section 2.2.8, to furnish court reporting services to attorneys and others for hire. The business operated by the bidder must be sufficiently similar in scope and nature to the court reporting services required under this Invitation and Bid to demonstrate, in the City's sole judgment, that the bidder is able to supply the services called for by this Invitation and Bid.

The bidder may be a corporation, partnership, individual proprietor, or other form of business association, but must be qualified and licensed to do business in the Commonwealth of Pennsylvania and the City of Philadelphia.

- (3) The bidder must demonstrate that, throughout a five year period, (i) it has offered court reporting services to others, including law firms and attorneys, for hire; and (ii) it has maintained a place of business, in its own name, for such purpose, including a mailing address, a telephone number(s), and such files, billing records, and other records as are required for the operation of a court reporting business similar in scope and nature to the services required under this Invitation and Bid.

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- (4) The bidder must demonstrate that it has available for service, in accordance with the notice requirement set forth in Section 2.2.2, a minimum of two (2) designated and two (2) alternate court reports that are qualified, registered, and certified court reporters who satisfy the requirements of Section 2.2.8 below and the other terms and conditions hereof.

The bidder must supply with its bid a detailed statement that describes and documents the bidder's experience and competence in operating a court reporting business; this statement must address and demonstrate compliance with each of the requirements set forth in subsections (1) and (2) above.

NOTE: The mere satisfaction of the requirements set forth in subsections (1) and (2) above (i.e., a business in operation for five years) shall not automatically qualify bidder for an award under this Invitation and Bid. The City shall still have the right to review bidder's submission and to investigate the operation of bidder's business to determine whether the bidder is able to satisfactorily and competently supply the services called for by this Invitation and Bid.

In order to be eligible for an award of a contract under this Invitation and Bid, all bidders must also include with their bids the following information on form (1.10.1) attached with this Invitation and Bid:

- (1) The name of bidder's officer manager or person in charge of the day-to-day affairs of bidder's business operations;
- (2) The name of the person in the event of an award who shall have the primary responsibility for overseeing and managing the specific services that are to be provided by bidder under this Invitation and Bid;
- (3) The name of the person in the event of an award who shall have the primary responsibility for ensuring that the bidder is in compliance with the terms and conditions of this Invitation and Bid.

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1.10.2 In order to be eligible for an award of a contract under this Invitation and Bid, all bidders must also include with their bids the following information on form (1.10.2) attached with this Invitation and Bid.

- (1) The names of all, at a minimum four (4), court reporters whom the bidder intends to utilize during the term of this contract to furnish the court reporting services required under this Invitation and Bid and, for each reporter, the following information: (i) the number of assignments the reporter has received from the bidder, during the 12 month period preceding bid submission, to furnish court reporting services to others, and/or the number of days, during such period, on which the reporter was retained by the bidder to furnish court reporting services to others; (ii) a complete description of the reporter's qualifications, including qualifications as called for in Section 2.2.8 (with dates of Registered Professional Reporter certification and dates of training);

(iii) a work sample that consists of ten (10) consecutive pages of a transcript prepared by the reporter, in the form the pages were delivered to the bidder's client (confidential information may be redacted); and (iv) references from at least two attorneys or court reporting businesses familiar with the court reporter's qualifications and expertise.
- (2) References for the bidder from at least three individuals or entities located in the City of Philadelphia area for which the bidder furnished court reporting services, in the bidder's name, within the one year period preceding bid submission.
- (3) A list which identifies at least 10 attorneys for whom the bidder has furnished court reporting services, in the bidder's name, within the three year period preceding bid submission.
- (4) A detailed statement describing and documenting the bidder's

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experience in operating a court reporting business; the statement must address and demonstrate compliance with each of the requirements set forth in Sections 1.10.2 (1) - (2).

1.10.3 Based upon the information supplied by the bidder, and such investigation into the bidder's qualifications and responsibility as the City deems appropriate, the City shall determine, in its sole discretion, whether the bidder complies with the requirements of this Section 1.10, and whether the information submitted by the bidder is sufficient to demonstrate such compliance. Bidders must submit the information and documentation described in Sections 1.10.1. and 1.10.2 in order to be considered for award, and bidders are encouraged to submit further documentation and information to demonstrate such compliance. The City reserves the right prior to award to inspect the bidder's place of business, to interview references and court reporters identified in the bid, as well as representatives of the bidder, and to conduct such other investigations or seek additional information as it deems necessary, in order to determine the bidder's qualifications and responsibility.

1.10.4 CITY CHARTER SECTION 10-102
CITY OFFICERS AND EMPLOYEES NOT TO ENGAGE IN CERTAIN ACTIVITIES.

As provided by statute, the Mayor, the Managing Director, the Director of Finance, the Personnel Director, any department head, any City employee, and any other governmental officer or employee whose salary is paid out of the City Treasury shall not benefit from and shall not be interested directly or indirectly in any contract for the purchase of property of any kind nor shall they be interested directly or indirectly in any contract for the erection of any structure or the supplying of any services to be paid for out of the City Treasury; nor shall they solicit any contract in which they may have any such direct or indirect interest.

1.11 MANDATORY PRE-BID:

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A MANDATORY PRE-BID MEETING for all interested parties will be held on **Tuesday, November 29th, 2011 at 12:00 Noon at City hall-Room 401.**

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 Mandatory. Only bidders who attend the Pre-Bid Meeting and are subsequently qualified by the City will be eligible for award.

It is the vendor's responsibility to endure that they arrive at the pre-bid meeting on time. Vendors who arrive twenty minutes after the meeting has started may be denied entry to the meeting.

SECTION 2: SPECIFICATIONS

2.1 Transcripts shall be provided in the following format:

REPORT COPY:

The Court Reporter's standard cover is acceptable, subject to certain Structural Guidelines For Content as set forth in Section 2.1.1.

All pages of transcription of City Council Functions are subject to the Structural Guidelines for Content as set forth in Section 2.1.1.

The preferred method of binding consist of Clear-Front Report Covers made of durable material with a leather grain finish, and three double tang fasteners that may accommodate up to 2" of three-hole punched paper. Wire staples and ring binders may not be used for binding. Where a transcript is large (in excess of 2" of three-hole

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punched sheets), the transcript may be split into two volumes of equal size that are paginated consecutively. Such additional volumes shall have the same cover, index, index, and certification pages where applicable, as the first volume in the series, and are also subject to the same Structural Guidelines For Content as set forth in Section 2.1.1.

Materials given to a court reporter during a City Council Function to be included as exhibits, or documents to be included as part of the official record of the proceeding, shall be three-hole punched, appended to, and bound with, the transcript of the City of Philadelphia Council Function where possible, or the exhibits and documents may alternatively be three-hole punched and bound as a separate “volume of exhibits” at Contractor’s discretion. Separate volumes of exhibits shall have the same cover page as the transcript of the City Council Function to which the exhibits and documents appertain; however, the top of the cover page of the volume of exhibits shall be clearly labeled “Exhibits,” to distinguish the volume of exhibits from the transcript for the City Council Function to which it appertains.

COPY DENSITY:

Page Size must be 8-1/2" x 11".

The first line shall not be more than 1-1/4" from top of page and the last line shall not be more than 1/2" from bottom of page.

The length of writing line (except for titles, paragraphing, last line of a paragraph, or a full paragraph of less than one line of type) shall not be less than 6". Paragraph indents 1" from beginning of line. In question and answer series, the name and the first line of copy shall be on the same line.

The spacing shall not be less than 2.7 lines per inch. The number of characters shall be not less than 9 per inch of writing line. The number of lines per transcript page shall be 25. Typography shall be standard pica.

Spelling shall be completely accurate for each transcript. The Contractor and its reporters shall be responsible for doing a “spell-check” of the transcript and for ensuring the accurate spelling of words. No exceptions are permitted.

2.1.1 Structural Guidelines For Content

- A. Transcriptions of City Council Sessions shall contain content that is structured as outlined and described in Exhibit 3 attached to the bid. Content structure is subject to such changes, alterations and

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modifications as requested by the Office of the Chief Clerk during the term of the bid.

- B. City Council Committee Hearings shall contain content that is structured as outlined and described in Exhibit 4A attached to the bid. Content structure is subject to such changes, alteration and modifications as requested by the Office of the Chief Clerk during the term of the bid.
- C. City Council Committee Meetings shall contain content that is structured as outlined and described in Exhibit 4B attached to the bid. Content structure is subject to such changes, alteration and modifications as requested by the Office of the Chief Clerk during the term of the bid.
- D. City Council Briefings shall contain content that is structured in a manner that is in substantial conformity to transcription samples of City Council Briefings available in the Office of the Chief Clerk, Room 402, City Hall. Content structure is subject to such changes, alteration and modifications as requested by the Office of the Chief Clerk during the term of the bid.
- E. City Council Vacant Property Review Meetings shall contain content that is structured in a manner that is in substantial conformity to transcription samples of City Council Vacant A Property Review Meetings available in the Office of the Chief Clerk, Room 402, City Hall. Content structure is subject to such changes, alteration and modifications as requested by the Office of the Chief Clerk during the term of the bid.
- F. Other Council Functions, In the event that other Council Functions require transcription, such transcriptions shall contain content that is structured as requested by the Office of the Chief Clerk.

2.2 **COVERAGE REQUIREMENTS; NOTIFICATION TO PROVIDE SERVICE**

2.2.1 Court Reporting Services shall be required for the following Philadelphia City Council Functions:

- A. City Council Sessions

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- B. City Council Committee Hearings
- C. City Council Committee Meetings
- D. City Council Briefings
- E. City Council Vacant Property Review Meetings

Although the foregoing are the principal types of City Council functions, court reporting services may from time to time be required for other types of events or proceedings, and for events or proceedings conducted outside the Philadelphia city limits.

Services are normally required during the months of September through June, but may also be required, at Council's discretion, during July and/or August. Notification to provide service in July or August will be made by an "emergency" request issued at least seven (7) calendar days before the service is to be performed.

Services are required during normal business hours (Monday-Friday, 8:30 AM - 5:00 PM), but may also be required, at Council's discretion, during evening hours and/or on weekends or holidays. Contractor should expect and must have the ability to provide services, as required by Council, outside normal business hours and on days other than normal business days of the City.

- 2.2.2 A notification (as described in this Section 2.2.2) from City Council to provide court reporting services for an event or function ("Service Notification") shall constitute an order for the services and shall obligate Contractor to furnish the services, in accordance with the contract, on the date and time specified in the Service Notification.

Notice of City Council Committee Hearings, Committee Meetings, and Briefings shall be posted five (5) days in advance in City Hall, Office of the Chief Clerk, Room 402. An annual notice of City Council Sessions and an annual notice of Vacant Property Review Committee Meetings for each year are posted at the beginning of each year in the Office of the Chief Clerk and remain posted continuously throughout the year. City Council sessions and Vacant Property Review Meetings in addition to those listed in the annual schedules will be posted five (5) days in advance in the Office of the Chief

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Clerk. Such posting shall constitute a Service Notification for the City Council Session, committee Hearing, Committee Meeting, Briefing, or Vacant Property Review Committee Meeting unless Contractor is notified in writing not to provide the service for that event or function. Contractor is required to monitor these postings on a daily basis.

Any change in the posting shall be deemed a change in the Service Notification, and Contractor shall be obligated to furnish services in accordance with the most recent posting. The posted cancellation of the Service Notification. For Contractor's convenience only, written notification of such posted events will be mailed and e-mailed to Contractor. In the event of conflict or variances between any written notification of a posted event and the posting for that event, the posting shall govern. (Sample schedules for City Council Sessions and Vacant Property Review Meetings are attached to the bid; as Exhibits 1 and 2 respectively. These schedules are for informational purposes only and schedules for such events during the term of the contract may differ).

Verbal or written notification of the continuation of an event, in accordance with Section 2.2.7 below, and an "emergency" request to provide service in accordance with Section 2.2.1 preceding, shall constitute a Service Notification to Contractor for the requested services.

In addition to the foregoing, City Council may order court reporting services for any function or event by delivering a written request to Contractor for such services, specifying the date and time for which the services are required. Such written requests shall constitute Service Notifications to Contractor for the requested services.

- 2.2.3 It is the intention of the City to award this bid to a Primary and Secondary Contractor. City Council will order services from the Primary Contractor. If the Primary Contractor is unable to provide the required service, City Council will then call the Secondary Contractor. The purpose of the Secondary Contractor is to provide additional assistance to the City in case of increases in workload demand or the failure of Primary Contractor to perform in accordance with the terms of the Contract resulting from this Invitation and Bid, and to provide service on an emergency basis.

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If the City is required to call the Secondary Contractor for any services where the Primary Contractor was given at least three (3) working days prior notice of the need for such service (hereinafter referred to as a "Timely Requested Service Event") the Primary Contractor shall be required to pay the City the increased costs incurred by the City in having to utilize the service of the Secondary Contractor. (The City may, at its option, deduct such increased costs from billings payable to the Primary Contractor).

2.2.4 Contractor shall comply with the following standards:

- Attendance: Contractor shall never fail to furnish a court reporter for which a service notification was issued by City Council.
- Punctuality: Reporter shall be present at least twenty (20) minutes before the scheduled starting time of service.

The failure of the contractor to meet these standards shall constitute an event of default pursuant to Section 4.2.1.

2.2.5 The Contractor will be required to designate two (2) court reporters (the "Designated Reporters") to furnish the services required under the contract, and to use those reporters for all Council functions and events, except where reporters are required for more than two concurrent functions or events. Bidders are advised, however, that during periods of maximum service, the Contractor may be required to furnish, and must have available, up to two (2) court reporters in addition to the Designated Reporters. Reporters other than the Designated Reporters will not be assigned to any Council function or event unless both Designated Reporters have already been assigned. All court reporters furnished by the Contractor, whether or not they are Designated Reporters, must satisfy all qualifications and requirements set forth in this Invitation and Bid.

2.2.6 The City shall have the right to require the Contractor to immediately discontinue using any court reporter who is providing services under the Contract. Upon the City's written notice, the Contractor shall immediately discontinue using any such identified court reporter.

2.2.7 The Contractor shall be responsible for ensuring continuity of coverage, by a

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Reporter, for functions and events that continue from day to day (including continuations to non-business days), from a day session into an evening session, or from an evening session to the next day, whether or not the Contractor received notification of such continuation when the order for reporting services was initially placed.

Contractor is advised that the decision to continue service into an evening session or to the following day may be made at any time during the service, and that the only notification of such continuation may be verbal or written notification to the court reporter covering the service. Such a notification to the reporter delivered during the service shall constitute service notification, pursuant to Section 2.2.2, preceding; for court reporting services for the continued session whether or not any other notification or order is delivered to the Contractor at its place of business during business hours, or otherwise.

2.2.8 Each reporter furnished by Contractor shall possess all required licenses, permits, and/or certificates as required by the Commonwealth of Pennsylvania and shall be certified by The National Court Reporters' Association as a Registered Professional Reporter and Notary. Alternatively, each reporter furnished by the Contractor shall possess all required licenses, permits, and/or certifications as required by the State of New Jersey and shall be certified by the State of New Jersey Board of Shorthand Reporters as a certified Shorthand Reporter and Notary. Each reporter shall have a minimum of four (4) years court reporting experience, following certification and exclusive of any training, in providing court reporting services similar in scope and nature to those required under this Invitation and Bid, including court reporting services for proceedings that require the transcription of multiple speakers.

All court reporters must fulfill the continuing education requirements established by The National Court Reporters Association or State of New Jersey Board of Shorthand Reporters and must obtain all renewals that are required to maintain certification as a Registered Professional Reporter or Certified Shorthand Reporter and Notary (Please Note: Certified Shorthand Reporter Continuing Education Renewal Dates are not required until the Year 2012).

2.2.9 "Student" reporters shall not be used by the Contractor under any circumstances to furnish services under this Invitation and Bid. The use of "student" reporters by the Contractor shall constitute an event of default pursuant to Section 4.2.1 and notwithstanding anything to the

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contrary set forth therein, shall, at the City's sole discretion, result in the immediate termination of the contract.

2.3 COURT REPORTING EQUIPMENT:

It is expected that the Court Reporter shall have, as a minimum, the following equipment when performing service:

- Computerized Stenotype Software (to include ASC II and searchable Adobe Acrobat format)
- Audio Recording System
- Backup Audio Recording System

2.4 TRANSCRIPT DELIVERY REQUIREMENTS AND CHARGES:

2.4.1 The transcript of a service will be considered to be a Regular Transcript unless City Council requests that it be treated as an Expedited Transcript, Daily Transcript, or Immediate Transcript. For each day (or part day) of a service, the transcript of the day's proceedings shall be delivered within the period of time specified below:

Transcript of City Council Sessions

Regular Transcript: Within three (3) calendar days following conclusion of the day's proceedings.

Expedited Transcript: Within two (2) calendar days following conclusion of the day's proceedings.

Daily Transcript: Within one (1) calendar days following conclusion of the day's proceedings.

Immediate Transcript: Within same calendar days following conclusion of the day's proceedings.

Transcripts of City Council Functions other than City Council Sessions

Regular Transcript: Within five (5) calendar days following conclusion of the day's

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proceedings.

Expedited Transcript: Within three (3) calendar days following conclusion of the day's proceedings.

Daily Transcript: Within one (1) calendar days following conclusion of the day's proceedings.

Immediate Transcript: Within same calendar days following conclusion of the day's proceedings.

2.4.2 A Transcript shall consist of all of the following: one original typewritten or printed transcription, prepared in accordance with Section 2.1; and one electronic copy (CD-ROM) in ASC II, Microsoft Word and searchable Adobe Acrobat formats.

2.4.3 A premium shall be paid for Expedited Transcripts, Daily Transcripts or Immediate Transcripts as follows:

2.4.3.1 For Expedited Transcripts contractor will be paid 150% of price bid for Regular Transcripts.

2.4.3.2 For Daily Transcripts contractor will be paid 200% of price bid for Regular Transcripts.

2.4.3.3 For Immediate Transcripts contractor will be paid 250% of price bid for Regular Transcript.

2.5 The court reporter shall make a tape recording of every event and function transcribed, and shall furnish a copy of the tape to City Council, immediately upon request, at no additional cost to the City.

2.6 When recordings are during other than regular hours (including weekday evenings, weekends and national holidays) and City Council is in session, a fee of \$25.00 for each hour completed and \$12.50 for each half-hour or portion thereof on which recording had begun shall be paid to the contractor in addition to the applicable transcript charges.

2.7 **OWNERSHIP AND RETENTION OF DOCUMENTS:**

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- 2.7.1 All stenographic notes, documents, transcripts, computer reports, computer disks, reports, or other materials prepared by the Contractor for the City in the performance of this Contract shall be the sole and absolute property of the City, but shall be retained by the Contractor as provided in Section 2.7.2 below.
- 2.7.2 The Contractor shall retain, during the contract term and for a period of five years thereafter, all original stenographic notes, and copies of all documents, transcripts, computer reports, computer disks, other reports, and other materials, which have been furnished to the City during the contract term, or which have been prepared by the Contractor for the purpose of providing services to the City during the contract or which is necessary for the creation and preparation of a transcript.
- 2.8 Bidder(s) shall submit firm pricing in Section 5 for the following:
- 2.8.1 Regular Transcript Rates
(Delivery within three (3) calendar days from when a transcript for a City Council Session is taken and delivery within five (5) calendar days from when a transcript is taken for a City Council Function other than a City Council Session).
- 2.8.1.1 25800 001 015

Transcript for a City Council Session

Original; per page
(Electronic Copy [CD_ROM] in ASC
II Microsoft Word and searchable
Adobe Acrobat formats to be included)
- 2.8.1.2 25800 001 020

Transcript for a City Council
Function (other than Session)

Original; per page

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(Electronic Copy [CD_ROM] in ASC
II Microsoft Word and searchable
Adobe Acrobat formats to be included)

SECTION 3: BID EVALUATION AND AWARD

3.1 EVALUATION:

3.1.1 Bids will be evaluated by the Procurement Department.

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

3.1.3 Bids which are determined to be non-responsive for reasons of:

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

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

3.1.4 Bidders who are determined by the City to be non-responsible per paragraph 9 of the "Terms and Conditions of Bidding and Contract" shall be notified by the City of the reasons for the determination. Any bidder that is deemed to be non-responsible may contest the determination of non-responsibility by submitting to the City written documentation, within three business days of receipt of the determination, demonstrating, by clear and convincing evidence, the bidder's qualifications and why the reasons for the City's decision are insufficient. The City will review any such information submitted by a bidder who is contesting a determination of non-responsibility, and the City will notify the bidder of its decision. No appeal hearing shall be held.

3.2 AWARD:

The Procurement Commissioner shall award this bid to both a Primary and Secondary Vendor that is the lowest, responsive, responsible bidder on transcript rates.

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Award shall be based on the lowest price for the combined totals of item 5.1.1 multiplied by 23% plus item 5.1.2 multiplied by 77%.

3.2.1 **AWARD TO PRIMARY AND SECONDARY CONTRACTOR:**

It is the intention of the City to award this bid to a Primary and Secondary Contractor. City Council will order services from the Primary Contractor. If the Primary Contractor is unable to provide the required service, City Council will then call the Secondary Contractor. The purpose of the Secondary Contractor is to provide additional assistance to the City in case of increases in workload demand or the failure of the Primary Contractor to perform, and to provide service on an emergency basis.

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3.2.2 **LBE Preference:**

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

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

3.2.3 **PERFORMANCE SECURITY:**

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

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

Performance security shall be required for any subsequent renewal periods.

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

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

The Bidder expressly understands and agrees that any false certification or representation in connection with this Paragraph and/or any failure to

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

3.2.5

INSURANCE:

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

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

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

SECTION 4: CONTRACT MANAGEMENT

4.1 **CITY OF PHILADELPHIA RESPONSIBILITY:**

- 4.1.1 City agencies will be notified by Procurement of award(s) and will be provided with vendor, vendor contact and applicable pricing.
- 4.1.2 The requesting department shall obtain service by Direct Purchase Authorization. No purchase orders will be issued against the award(s) resulting from this Invitation and Bid.
- 4.1.3 The services of this contract are restricted. The City of Philadelphia will not be responsible for outside counsel/contractors, retained by the City for

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S2Z57890	PAGE OF 27 36
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any purpose, and their use or non-use of Court Reporters under the scope of this contract. The services of this contract are restricted to City agencies only.

4.1.4 Delivery will be the responsibility of the vendor.

4.2 TERMINATION FOR DEFAULT:

4.2.1 The following shall constitute events of default under the Contract resulting from this Invitation and Bid:

- 4.2.1.1 The failure of the Contractor or any court reporter to meet the attendance requirements set forth in Section 2.2.4 preceding.
- 4.2.1.2 Lateness of a court reporter for a Timely Requested Service Event, as defined in Section 2.2.4 (i.e., failure to arrive at least 20 minutes before requested starting time of service) on more than two occasions.
- 4.2.1.3 Contractor's refusal or failure to perform (i) two or more Timely Requested Service Events (as defined in Section 4.2.1.2 preceding) in any calendar month of the contract term or (ii) five or more Timely Requested Service Events at any time during the contract.
- 4.2.1.4 Contractor's failure to meet required transcript delivery times (as set forth in Section 2.4 preceding) for two or more transcripts, whether regular, expedited, daily or immediate transcripts.
- 4.2.1.5 Failure by the Contractor to comply with any provision of the Contract (except that events of default relating to attendance, lateness and punctuality, Timely Requested Service Events, and required transcript delivery times, shall be as set forth above).
- 4.2.1.6 Any false statement, representation or warranty made by Contractor and contained in the Bid or in any other document submitted to City by the Contractor during the term of the Contract.
- 4.2.1.7 The Occurrence of any of the following with respect to Contractor: (a) the filing of a voluntary petition by Contractor under the Federal Bankruptcy Code or any similar state or federal law; or

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S2Z57890	PAGE OF 28 36
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(b) the filing of an involuntary petition against Contractor under the Federal Bankruptcy Code or any similar state or federal law which remains undismissed for a period of forty-five (45) days; or (c) Contractor's making of an assignment for the benefit of creditors; or (d) the appointment of a receiver for Contractor or for the property or assets of Contractor, if such appointment is not vacated within forty-five (45) days thereafter; or (e) any other proceeding under any bankruptcy or insolvency or liquidation law, voluntary or otherwise.

- 4.2.1.8 The misappropriation by the Contractor of any funds provided under the Contract or failure by the Contractor to notify City upon discovery of any misappropriation.
- 4.2.1.9 A violation of law which results in a guilty plea, a plea of nolo contendere, or conviction of a criminal offense by the Contractor, or any of its directors, employees, or agents, which violation relates directly or indirectly to the Contract or Services and Deliverables, regardless of whether such offense is ultimately adjudged to have occurred, or which violation adversely affects the performance of the Contract.
- 4.2.1.10 Indictment or issuance of charges against the Contractor, or any of its directors, employees or agents, for any criminal offense or any other violation of applicable law which relates directly to the Contract or the services to be performed under the Contract, or which adversely affects the performance of the Contract in accordance with its terms, whether or not such offense or violation is ultimately adjudged to have occurred.
- 4.2.2 Contractor may deliver only services at the prices quoted in the contract and that are reflected on a purchase order or a change to a purchase order (a change to a purchase order is issued whenever the items, unit price, total amount, or terms and conditions change from the original purchase order).
- 4.2.3 The City shall notify the Contractor in writing of any such termination or cancellation, which shall be effective as of the date specified in the notice of termination or cancellation (the "Termination Date"). The Contractor shall continue to perform all services required under the contract until the Termination Date, and shall be paid in accordance with the contract therefor.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S2Z57890	PAGE OF 29 36
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The Termination Date shall not be less than seven calendar days after the date of the City's notice of termination or cancellation.

4.2.4 Any termination or cancellation upon the occurrence of an event of default shall be without penalty, cost or liability to the City.

4.3 TERMINATION FOR THE CONVENIENCE OF THE CITY:

4.3.1 The City shall have the right, in its sole discretion, to terminate the Contract resulting from this Invitation and Bid for the convenience of the City.

4.3.2 The City shall notify the Contractor in writing of such termination for convenience, which shall be effective as of the date specified in the notice of termination (the "Convenience Termination Date"). Contractor shall continue to perform all services required under the contract until the Convenience Termination Date, and shall be paid in accordance with the contract therefor. The Convenience Termination Date shall not be less than 30 calendar days after the date of the City's notice of termination for convenience.

4.3.3 Any such termination for convenience by the City shall be without penalty, cost or liability to the City, except that Contractor shall be entitled to payment in accordance with the contract for services rendered until the Convenience Termination Date.

4.4 VENDOR DUTIES OF RESPONSIBILITY:

4.4.1 Contractor shall perform only services as authorized in the contract and only after receipt of an authorized document from the Procurement Department. All orders must be in writing. Contractor shall not accept verbal delivery requests until after receipt of authorizing document from Procurement.

4.4.2 In the event that the Contractor receives an order or request for services that are not specifically priced and incorporated into the contract, the Contractor must:

- (i) bring this to the immediate attention of the Procurement Dept.; and

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S2Z57890	PAGE OF 30 36
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(ii) notify the ordering board, commission, agency, or department in writing and refuse to deliver.

4.4.3 In the event that services are rendered by the Contractor that are not specifically incorporated and priced into the contract, the City shall have no obligation to pay the Contractor therefor.

4.4.4 For performance of services, Contractor shall honor all requests for service and shall be paid for all service rendered up to the close of business of the date of contract expiration. Performance of services may not occur following the expiration date of the contract.

4.4.5 Contractor shall comply with all of the terms and conditions of this Invitation and Bid.

4.5 **DIRECT PURCHASE AUTHORIZATION:**

4.5.1 The Procurement Commissioner will issue a "Direct Purchase Authorization" as a result of this bid, identifying the Primary and Secondary Contractors and authorizing payment under these contracts. Services will be ordered by and invoicing shall be to Philadelphia City Council who will initiate the payment. All invoices submitted by Contractor for payment at the rates set forth above, must indicate the starting and completion time of the Recorded Sessions, Meetings, Hearings, Briefings and Vacant Property Review Meetings. (NOTE: Contractor's services provided at Hearings and/or Meetings may involve recording of more than one item during a scheduled appointment).

Transcripts must indicate the starting and ending time of the event recorded. "Purchase Orders" will not be issued under this contract.

4.5.2 All of the services required hereunder shall be performed to the satisfaction and approval of the Department, Board, Agency, etc. ordering said service and the Contractor will not be deemed to have rendered and performed the said service unless and until they are so approved.

4.6 **PRICE INCREASE OR DECREASE:**

Contractor shall provide Court Reporting Services at the prices set forth in Section 5 for period of twelve (12) months; thereafter, the contract may be renewed under the terms and conditions of this agreement at the sole option of the City on an annual basis for up to two (2) additional one (1) year period(s) plus a nine (9) month period, Contractor may increase prices for future renewal periods provided that:

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S2Z57890	PAGE OF 31 36
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Notice of price increases must be received, in writing, by the City at least sixty (60) days prior to the expiration of each contract period in order for price increase to be effective as of the first day of the renewal period. Price increase letter shall be sent to the Buyer in Room 120 Municipal Services Building, 1401 JFK Blvd., Philadelphia, PA 19102, referencing bid number, contract number, period and showing item(s) description and applicable pricing. Failure to notify the City within this sixty (60) day time frame shall result in the following:

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

or

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

For each renewal the price increase and/or decrease shall be based upon the percent (%) change in the Index for All Urban Consumers Philadelphia of the Consumer Price Index (All Items) as published by the US. Department of Labor, Bureau of Labor Statistics and as indicated by the Mid-Atlantic CPI Announcement for October of the applicable year of the renewal.

In no event shall the price increase exceed 4% in any renewal period. The increase shall reflect the change to the CPI or the 4% cap, whichever is less.

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

- 4.7 At the conclusion of this contract, Contractor agrees to cooperate with any incoming vendor on a transition plan to ensure an orderly changeover of responsibilities.
- 4.8 **VENDOR ACCEPTANCES - IN SUBMITTING AN EXECUTED BID, THE BIDDER AGREES TO THE CONTRACT MANAGEMENT PROCEDURES IN THIS SECTION.**

SECTION 5: PRICING

PRICES QUOTED MUST NOT CONTAIN MORE THAN THREE (3) DECIMAL PLACES

Vendors shall submit fixed prices for the items listed below.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S2Z57890	PAGE OF 32 36
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5.1 **Regular Transcript Rates** (Delivery within three (3) calendar days from when transcript for a City Council Session is taken and delivery within five (5) calendar days from when a transcript is taken for a City Council Function other than a City Council Session).

5.1.1 **25800-001-015**

Transcript for a City Council Session

Original- per page \$_____

(Electronic Copy
[on CD ROM]
in ASC II, Microsoft Word
and searchable Adobe
Acrobat format
to be included).

5.1.2 **25800-001-020**

Transcript for a City Council Function (other than Session)

Original- per page \$_____

(Electronic Copy
[on CD ROM]
in ASC II, Microsoft Word
and searchable Adobe
Acrobat format
to be included).

<p style="text-align: center;">INVITATION AND BID Continuation</p>	<p style="text-align: center;">CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685</p>	<p>BID NUMBER S2Z57890</p>	<p>PAGE OF 33 36</p>
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FORM 1.10.1

The name of bidder's officer manager or person in charge of the day-to-day affairs of bidder's business operations:

Name

Telephone Number

The name of the person in the event of an award who shall have the primary responsibility for overseeing and managing the specific services that are to be provided by bidder under this Invitation and Bid:

Name

Telephone Number

The name of the person in the event of an award who shall have the primary responsibility for ensuring that the bidder is in compliance with the terms and conditions of this Invitation and Bid.

Name

Telephone Number

FORM 1.10.2

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S2Z57890	PAGE OF 34 36
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PART (1)

List the names of all, a minimum of four (4), court reporters whom the bidder intends to utilize during the term of this contract to furnish the court reporting services required under this Invitation and Bid and, for each reporter, the following information: Please Note: Bidders shall submit additional copies of FORM 1.10.2 - Part (1) for each court reporter listed.

Name of Court Reporter retained by the bidder (as employee or independent contractor) within twelve months immediately preceding bid submission:

List the number of assignments the reporter received from the bidder, during such period, to furnish court reporting services to others, and/or the number of days, during the twelve period preceding bid submission, on which the reporter was retained by bidder to furnish court reporting services to others:

List a complete description of the reporter's qualifications, including such qualifications as are called for in Section 2.2.8:

A) Date of RPR or CSR certification: _____

B) Provide Four (4) years work experience after RPR or CSR certification to include the following: Dates of Employment, Firm Name(s), Contact Person with Firm and Telephone Number

C) Continuing Education Renewal Date (PLEASE NOTE: CSR RENEWAL DATES ARE NOT REQUIRED UNTIL THE YEAR 2012):

<p style="text-align: center;">INVITATION AND BID Continuation</p>	<p style="text-align: center;">CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685</p>	<p>BID NUMBER S2Z57890</p>	<p>PAGE OF 35 36</p>
		<p>FIRM NAME (Must be filled in)</p>	

Submit, with attached form, a work sample that consists of ten (10) consecutive pages of a transcript prepared by the reporter, in the form the pages were delivered to the bidder's client. (confidential information may be redacted):

List references from at least two attorneys or court reporting businesses familiar with the court reporter's qualifications and expertise:

Name of Attorney/Court Reporting Business and Telephone Number

PART (2)

References for the bidder from at least three individuals or entities located in the City of Philadelphia area for which the bidder furnished court reporting services, in the bidder's name, within the one year period preceding bid submission:

Name of Attorney/Business Entity and Telephone Number

PART (3)

EXHIBIT 1

SAMPLE SCHEDULE

FOR CITY COUNCIL SESSIONS

**EXHIBIT 1 TO INVITATION AND BID
FOR COURT REPORTING SERVICE FOR PHILADELPHIA CITY COUNCIL**

**CITY COUNCIL
Philadelphia, Pennsylvania 19107-3290**

2011 NOTICE OF STATED MEETINGS

In accordance with the Pennsylvania Sunshine Act, Act 93, 1998, the Philadelphia City Council will have its Regular Stated Meetings on the dates listed below. All meetings will be held at 10:00 A.M. in Room 400 City Hall.

Thursday, January 27, 2011
Thursday, February 3, 2011
Thursday, February 10, 2011
Thursday, February 17, 2011
Thursday, March 3, 2011
Thursday, March 10, 2011
Thursday, March 17, 2011
Thursday, March 24, 2011
Thursday, March 31, 2011
Thursday, April 7, 2011
Thursday, April 14, 2011
Thursday, April 28, 2011
Thursday, May 5, 2011
Thursday, May 12, 2011
Thursday, May 26, 2011

Thursday, June 2, 2011
Thursday, June 9, 2011
Thursday, June 16, 2011
Thursday, September 8, 2011
Thursday, September 15, 2011
Thursday, September 22, 2011
Thursday, October 6, 2011
Thursday, October 13, 2011
Thursday, October 20, 2011
Thursday, October 27, 2011
Thursday, November 3, 2011
Thursday, November 17, 2011
Thursday, December 1, 2011
Thursday, December 8, 2011
Thursday, December 15, 2011

EXHIBIT 2

SAMPLE SCHEDULE

FOR VACANT PROPERTY

REVIEW MEETINGS

**EXHIBIT 2 TO INVITATION AND BID
FOR COURT REPORTING SERVICE FOR PHILADELPHIA CITY COUNCIL**

**CITY COUNCIL
Philadelphia, Pennsylvania 19107-3290**

**2011 NOTICE OF VACANT PROPERTY REVIEW
COMMITTEE MEETINGS**

The Vacant Property Review Committee will meet in the Caucus Room, (Room 401, City Hall) from 10:00 A.M. to 2:00 P.M. on the following dates:

Tuesday February 8, 2011

Tuesday August 9, 2011

Tuesday March 8, 2011

Tuesday September 13, 2011

Tuesday April 12, 2011

Tuesday October 11, 2011

Tuesday May 10, 2011

Tuesday November 15, 2011

Tuesday June 14, 2011

Tuesday December 13, 2011

Tuesday July 12, 2011

**JOHN U. COATES, CHAIRMAN
Vacant Property Review Committee**

EXHIBIT 3

SAMPLE TRANSCRIPTIONS OF CITY COUNCIL SESSIONS

EXHIBIT 3 TO INVITATION AND BID
FOR COURT REPORTING SERVICE FOR PHILADELPHIA CITY COUNCIL

COVER PAGE

Standard Heading for all City Council Sessions (Stated Meetings). In the case of a City Council Session that has been advertised as a Special Meeting, then this heading will read "SPECIAL MEETING".

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COUNCIL OF THE CITY OF PHILADELPHIA
STATED MEETING

Room 400, City Hall
Philadelphia, Pennsylvania
Thursday, June 10, 2004
11:00 a.m.

Time is the exact start time of the proceedings and not the time advertised on Stated Meeting notice.

PRESENT:

- COUNCIL PRESIDENT ANNA C. VERNA
- COUNCILWOMAN JANNIE BLACKWELL
- COUNCILMAN DARRELL L. CLARKE
- COUNCILMAN DAVID COHEN
- COUNCILMAN FRANK J. DICICCO
- COUNCILMAN W. WILSON GOODE, JR.
- COUNCILMAN JACK KELLY
- COUNCILMAN JAMES F. KENNEY
- COUNCILWOMAN JOAN L. KRAJEWSKI
- COUNCILMAN RICHARD T. MARIANO
- COUNCILWOMAN DONNA REED MILLER
- COUNCILMAN MICHAEL A. NUTTER
- COUNCILMAN BRIAN J. O'NEILL
- COUNCILMAN JUAN RAMOS
- COUNCILWOMAN BLONDELL REYNOLDS BROWN
- COUNCILMAN FRANK RIZZO
- COUNCILWOMAN MARIAN B. TASCO

Names and Titles of those members of City Council in attendance at any time during the City Council Session (Stated Meeting). The name and title of the Chief Clerk should also be included.

PATRICIA RAFFERTY, CHIEF CLERK

V A R A L L O Incorporated
Litigation Support Services
Eleven Penn Center
1835 Market Street, Suite 600
Philadelphia, Pennsylvania 19103
215.561.2220 215.567.2670

The proceedings have reached the "INVOCATION" portion of the City Council session (see circled language this page), which is denoted here.

This heading appears on each page of a City Council Session (Stated Meeting OR Special Meeting), except the cover, and certification pages. It contains the date of the proceedings, followed by an abbreviation of the proceeding type: "STATED" in the case of a Stated Meeting; or "SPECIAL" in the case of a Special Meeting. The date and proceeding type are followed by an abbreviation that denotes where in the Order of Council's business the proceedings have reached on each page: INVOCATION, APPROVAL OF JOURNAL, LEAVES OF ABSENCE, PRESENTATIONS, COMMUNICATIONS, INTRO. OF BILLS, REPORTS, SPECIAL BUSINESS, 1ST READING, PUBLIC COMMENT, 2ND READING, SPEECHES AND ADJOURNMENT, and such other items as may be required or added pursuant to the Rules of Council.

1 06/10/04 - STATED - INVOCATION

2 COUNCIL PRESIDENT VERNA: May I have

3 everyone's attention please. I note that the

4 hour has come and that a quorum of this

5 Council is present. Council will please come

6 to order. Members will take their seats and

7 visitors will retire to the seats outside the

8 rails.

9 To give our invocation this morning,

10 of the Chair welcomes Father Paul Brant,

11 President of Roman Catholic High School. He

12 is here today as the guest of Councilman

13 Kelly.

14 I would ask all members and guests

15 to please rise.

16 FATHER BRANT: Let us pray. God of

17 creation, you have made all things for good

18 and called your children to live as brothers

19 and sisters. We pray today that all people

20 will respect your gift of life and support and

21 strengthen each other in the daily challenges

22 that they face.

23 We ask that you be with the Members

24 of the Philadelphia City Council that they may

25 use the wisdom and insight which you have

The proceedings have reached the "LEAVES OF ABSENCE" portion of the City Council session (see circled language this page), which is denoted here.

1 06/10/04 - STATED - LEAVES OF ABSENCE

2 Madam President. I move that the Journal of
3 the Meeting of the Thursday, June 3, 2004
4 stand approved.

5 (Duly seconded.)

6 COUNCIL PRESIDENT VERNA: It has
7 been moved and properly seconded that the
8 Journal of the Meeting of Thursday, June 3,
9 2004 stand approved.

10 All in favor will indicate by saying
11 aye.

12 (Aye.)

13 COUNCIL PRESIDENT VERNA: Those
14 opposed?

15 (No response.)

16 COUNCIL PRESIDENT VERNA: The ayes
17 have it. The motion carries, and the Journal
18 of the Meeting of Thursday June 3, 2004 stands
19 approved.

20 The next order of business is
21 request for leave of absence.

22 ~~And the Chair recognizes~~

23 Councilwoman Blackwell.

24 COUNCILWOMAN BLACKWELL: Thank you,
25 Madam President. There are no requests for

The proceedings have reached the "PRESENTATIONS" portion of the City Council session (see circled language this page), which is denoted here.

1 06/10/04 - STATED - PRESENTATIONS

2 leaves of absence on the part of the Majority.

3 COUNCIL PRESIDENT VERNA: The Chair
4 thanks the Councilwoman.

5 The Chair recognizes Councilman
6 O'Neill.

7 COUNCILMAN O'NEILL: Madam
8 President, on behalf of the Republicans, there
9 are no requests for leave of absence.

10 COUNCIL PRESIDENT VERNA: Thank you.

11 The Chair will dispense with the
12 regular order of business to recognize the
13 guests and visitors joining us in Chambers
14 this morning. On behalf of all members of
15 City Council, I welcome you to our Council
16 session. We appreciate your taking the time
17 to join us as we attend to the legislative
18 affairs of our City. We certainly invite you
19 to come again.

20 At this time, the Chair recognizes
21 Councilwoman Brown who will present a
22 resolution recognizing Ms. Katherine Dunham.

23 Will Ms. Dunham and those
24 accompanying her please join the Councilwoman
25 at the podium.

The proceedings have reached the "COMMUNICATIONS" portion of the City Council session (see circled language this page), which is denoted here.

1 06/10/04 - STATED - COMMUNICATIONS

2 real heroes.

3 (Applause.)

4 REPRESENTATIVE CRUZ: Without their
5 help and dedication, I would still be looking
6 myself and never get this story, found Delimar
7 to her biological mother. These gentlemen
8 worked on their own time, they worked as hard
9 as they can to make sure that this mystery was
10 resolved.

11 There's a lot issues still hanging
12 out there. But you know what, it put us on
13 the map letting us know that we work hard,
14 that this story, that there are many other
15 stories out there that are unsolved the same
16 way but that we can all work together and make
17 it a success.

18 Thank you once again.

19 (Applause.)

20 COUNCIL PRESIDENT VERNA: Council be
21 at ease.

22 (Council at ease.)

23 COUNCIL PRESIDENT VERNA: The next
24 order of business is communications.

25 The Chair requests that the

The proceedings have reached the "INTRODUCTION OF BILLS" portion of the City Council session (see circled language this page), which is denoted here.

1 06/10/04 - STATED - INTRO. OF BILLS

2 other communications in her possession.

3 THE CHIEF CLERK: That's all I have,
4 Madam President.

5 COUNCIL PRESIDENT VERNA: Thank you.

6 The next order of business is the
7 introduction of bills and resolutions.

8 The Chair recognizes Councilwoman
9 Blackwell for a motion.

10 COUNCILWOMAN BLACKWELL: Thank you,
11 Madam President. I move that the Rules of
12 Council be suspended in order to permit the
13 immediate consideration of resolutions at
14 their time of introduction.

15 (Duly seconded.)

16 COUNCIL PRESIDENT VERNA: It has
17 been moved and properly seconded that the
18 Rules of Council be seconded so as to permit
19 immediate consideration of resolutions at the
20 time of introduction.

21 All in favor will please say aye.

22 (Aye.)

23 COUNCIL PRESIDENT VERNA: Those
24 opposed.

25 (No response.)

The proceedings have reached the "REPORTS FROM COMMITTEES" portion of the City Council session (see circled language this page), which is denoted here.

1 06/10/04 - STATED - REPORTS

2 All in favor will signify by saying
3 aye.

4 (Aye.)

5 COUNCIL PRESIDENT VERNA: Those
6 opposed?

7 (No response.)

8 COUNCIL PRESIDENT VERNA: The ayes
9 have it, and the resolution is adopted.

10 The Chair recognizes Councilman
11 Rizzo.

12 COUNCILMAN RIZZO: Madam President,
13 no bills or resolutions today.

14 COUNCIL PRESIDENT VERNA: Thank you.
15 The next order of business is
16 reports from committees.

17 And the Chair recognizes
18 Councilwoman Blackwell for a report from a
19 report from the Committee of the Whole.

20 COUNCILWOMAN BLACKWELL: Thank you,
21 Madam President. The Committee of the Whole
22 reports out one bill with a favorable
23 recommendation.

24 COUNCIL PRESIDENT VERNA: The Chief
25 Clerk will please read the report.

The proceedings have reached the "SPECIAL BUSINESS" portion of the City Council session (see circled language this page), which is denoted here.

1 06/10/04 - STATED - SPECIAL BUSINESS

2 reconsideration of Bill No. -- if I don't have
3 any objection, can I just all of the bill
4 numbers that were vetoed and then we can
5 address each of them individually?

6 (No.)

7 COUNCIL PRESIDENT VERNA: Okay.

8 Council will proceed special order business to
9 the reconsideration of Bill No. 040009.

10 This bill was passed by Council at
11 its May 31, 2004 Session and was returned
12 disapproved by the Mayor to today's Session of
13 Council.

14 At this time the Chair recognizes
15 Councilman Nutter.

16 COUNCILMAN NUTTER: Thank you, Madam
17 President. Madam President, I move that
18 Council reconsider Bill 040009 which was
19 approved by Council on May 31, 2004.

20 COUNCIL PRESIDENT VERNA: Do I hear
21 a second?

22 (Duly seconded.)

23 COUNCIL PRESIDENT VERNA: All in
24 favor, let it be known by saying aye.

25 (Aye.)

The proceedings have reached the "FIRST READING" portion of the City Council session (see circled language this page), which is denoted here.

1 06/10/04 - STATED - 1ST READING

2 (Laughter.)

3 COUNCIL PRESIDENT VERNA: Would you
4 announce that number again, please?

5 THE CHIEF CLERK: The nays are -- 5
6 ar against the override, and 12 are for the
7 override. The override passes.

8 COUNCIL PRESIDENT VERNA: Okay.

9 The next order of business is the
10 consideration of the Calendar.

11 The Chief Clerk will please read the
12 bills on the First Reading Calendar.

13 THE CHIEF CLERK: Bill No. 040642,
14 an ordinance providing for the contingent
15 exemption, abatement, or credit of certain
16 taxes within specific geographic areas,
17 including by amending Bill No. 030242,
18 approved May 29, 2003, relating to the
19 boundaries of the Keystone Opportunity
20 Improvement Zone.

21 COUNCIL PRESIDENT VERNA: I'm sorry.
22 What number was that?

23 THE CHIEF CLERK: Bill No. 040642,
24 under certain terms and conditions.

25 COUNCIL PRESIDENT VERNA: The Chair

The proceedings have reached the "SECOND READING" portion of the City Council session (see circled language this page), which is denoted here.

13

1 06/10/04 - STATED - 2ND READING
2 Information Services on behalf of the City to
3 enter into a multi-year contract with one or
4 more providers of an online legal research
5 service to be used by various City and
6 City-funded agencies, all under certain terms
7 and conditions.

8 COUNCIL PRESIDENT VERNA: The Chair
9 agrees.

10 That concludes the First Reading
11 Calendar.

12 At this time, the Chair recognizes
13 Councilwoman Blackwell for the purpose of
14 calling the bills on the Second Reading and
15 Final Passage Calendar today.

16 COUNCILWOMAN BLACKWELL: Thank you,
17 Madam President. Today, Bill No. 040331,
18 040372, 040373, 040468, and 040472 are being
19 called for second reading and final passage.
20 Bill No. 040367 is to be amended, and all
21 other bills are being held.

22 COUNCIL PRESIDENT VERNA: Thank you.
23 The Chief Clerk will please read the
24 title of Bill No. 040331.

25 THE CHIEF CLERK: An ordinance

The proceedings have reached the "SPEECHES" portion of the City Council session (see circled language this page), which should be denoted here.

1 06/10/04 - STATED

2 will have to decide.

3 That concludes our business for
4 today, believe it or not.

5 Are there any speeches on the part
6 of the Majority.

7 (No response.)

8 COUNCIL PRESIDENT VERNA: Are there
9 any speeches on the part of the Minority?

10 (No response.)

11 COUNCIL PRESIDENT VERNA: The Chair
12 recognizes Councilwoman Blackwell for a motion
13 to adjourn.

14 COUNCILWOMAN BLACKWELL: Thank you,
15 Madam President. I move that Council be
16 adjourned until Thursday June 17th at 10:00
17 a.m.

18 And while I have a mike, I want to
19 thank everybody for all their cooperation on
20 all my legislation today. Thank you.

21 COUNCIL PRESIDENT VERNA: All in
22 favor of the motion will say aye.

23 (Aye.)

24 COUNCIL PRESIDENT VERNA: Those
25 opposed?

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06/10/04 - STATED

(No response.)

COUNCIL PRESIDENT VERNA: The ayes
have it.

Council will stand adjourned until
Thursday, June 17 at 10:00 a.m. Thank you.

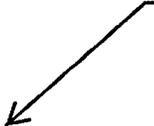
(Council adjourned at 7:15 p.m.)

-- --

The proceedings have reached the "ADJOURNMENT" portion of the City Council session (see circled language previous page), which should be denoted here.

NOTE: A sample of the "PUBLIC COMMENT" portion of a City Council session has not been shown. For reference, it typically occurs between 1ST and 2nd Reading.

The City Council Session (Stated Meeting) has been adjourned.



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C E R T I F I C A T I O N

I HEREBY CERTIFY that the foregoing proceedings of the Council of the City of Philadelphia of Thursday, June 10, 2004, were reported fully and accurately by me, and that this is a correct transcript of the same.

The Certification Page contains standard language used for City Council Sessions (Stated Meetings). Only the date of the proceedings, and the name of the court reporter will change.

RE: STATED MEETING

Lisa C. Bradley, RPR

END OF EXHIBIT 3

EXHIBIT 4A

SAMPLE - CITY COUNCIL

HEARING

EXHIBIT 4A TO INVITATION AND BID
FOR COURT REPORTING SERVICE FOR PHILADELPHIA CITY COUNCIL

COVER PAGE

The distinction between Public Hearing and Meeting is made in the heading

The name of the committee appears in the heading

3

COUNCIL OF THE CITY OF PHILADELPHIA
PUBLIC HEARING

4

COMMITTEE ON STREETS AND SERVICES

5

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6

Room 400, City Hall
Philadelphia, Pennsylvania
Wednesday, May 26, 2004
2:10 P.M.

8

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9

BILLS 040265, 040335, 040337, 040338,
040339, 040340, 040341, 040364, 040366,
040368, 040370, 040371, 040399, 040400,
040425, 040431, 040463, 040464, 040469,
040471, 040497, 040499, 040502, 040504,
040505, 040507, 040509, 040510, 040511,
040512, 040513, 040515, 040516, 040517,
040518, 040522, 040523.

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PRESENT:

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COUNCILMAN FRANK DICICCO, Chair
COUNCILMAN DAVID COHEN
COUNCILMAN JUAN RAMOS
COUNCILMAN MICHAEL NUTTER
COUNCILMAN RICHARD MARIANO
COUNCILMAN FRANK RIZZO
COUNCILWOMAN DONNA REED MILLER
COUNCILMAN DARRELL CLARKE
COUNCILWOMAN JANNIE BLACKWELL

21

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22

V A R A L L O Incorporated
Litigation Support Services
Eleven Penn Center
1835 Market Street, Suite 600
Philadelphia, Pennsylvania 19103
215.561.2220 215.567.2670

25

Time is the exact start time of the proceedings and not the time advertised on the hearing notice

The Bill and/or Resolution Nos. scheduled to be considered by the Committee. These numbers should be taken from the hearing notice or notices for this event.

Names of Committee Members in attendance at any time during the hearing, including members temporarily appointed or ex-officio members in attendance.

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Transcripts of Public Hearings should include a chronological index following the cover page that lists the Bill/Resolution No. under consideration, followed by the names and affiliations of the witnesses that testified on the Bill/Resolution and the page on which the testimony of each person first occurs for that Bill/Resolution. This is repeated for each Bill/Resolution under consideration by the Committee.

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3

The Index Heading has been repeated on the next page and indicates that it has been continued.

1 05/26/04 - STREETS - BILL 040366 ←

2 COUNCILMAN DICICCO: Good afternoon,
3 everyone. The Committee on Streets and
4 Services is now in session. Committee Members
5 who are present, we have a quorum, to my left
6 is Councilman Cohen; Vice Chair of the
7 Committee, Councilman Ramos; Councilman
8 Michael Nutter; myself, the Chair of the
9 Committee, Frank DiCicco.

10 The Clerk will read the title of the
11 first bill.

12 THE CLERK: Bill No. 0403666, an
13 ordinance amending Section 10-608 of the
14 Philadelphia Code, which provides for the
15 impoundment of vehicles used in the
16 solicitation of prostitution and related
17 offenses, by also providing for the
18 impoundment of a trailer or other load being
19 towed by a vehicle used in the commission of
20 such offenses, and by adding various
21 enforcement and administrative provisions,
22 including having the Philadelphia Parking
23 Authority act as the towing and storage agent
24 for impounded vehicles and loads; all under
25 certain terms and conditions.

This heading appears on each page of a Public Hearing Transcript, except the cover, index and certification pages. It contains the date of the Public Hearing, followed by an abbreviation of the Committee Name and the Bill/ Resolution No./Nos. under discussion on each page.

1 05/26/04 - STREETS - BILL 040522
2 March 24, 2004, the Planning Commission
3 recommends that Bill 040522 be approved.

4 COUNCILMAN RAMOS: Anyone else to
5 testify in favor or against this bill?

6 (No response.)

7 COUNCILMAN RAMOS: That being so, is
8 there any other bills?

9 THE CLERK: No.

10 COUNCILMAN RAMOS: We will recess
11 for a couple minutes.

12 (Brief recess.)

13 COUNCILMAN DICICCO: We are going to
14 hold Bill No. 040370 until Friday morning, May
15 28th at 11 o'clock a.m. in this Chambers.

16 - - - ←

The Public Hearing has ended which is denoted in the manner as shown. At this particular Public Hearing, the Public Meeting of the Committee immediately follows, and is therefore included as part of the transcript for the Public Hearing. (NOTE: Public Hearings and Meetings on a given matter/matters typically occur together in this manner. There are occasions where they occur separately on different days, in which case they should be considered separate transcripts.

25

END OF EXHIBIT 4A

EXHIBIT 4B

SAMPLE - CITY COUNCIL

COMMITTEE MEETING

EXHIBIT 4B TO INVITATION AND BID
FOR COURT REPORTING SERVICE FOR PHILADELPHIA CITY COUNCIL

COVER PAGE

The distinction between Public Hearing and Meeting is made in the heading

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COUNCIL OF THE CITY OF PHILADELPHIA
PUBLIC MEETING

This standard text is used for all Public Meeting transcripts. PLEASE NOTE: The Committee name will vary in each instance, as may the location of the proceedings.

COMMITTEE ON STREETS AND SERVICES

May 26, 2004

Where the Public Meeting of a Committee on a matter immediately follows the Public Hearing of that committee on that matter, and the transcript of the Public Meeting is therefore included as part of the transcript for the Public Hearing, then only the date is required here. Date, Time and Location are required where the a transcription is taken of a Public Meeting only.

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11

Public meeting conducted by the Committee on Streets and Services, held in Room 400, City Hall, Philadelphia, Pennsylvania, on the above date, to consider action on the following:

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BILLS 040265, 040335, 040337, 040338, 040339, 040340, 040341, 040364, 040366, 040368, 040370, 040371, 040399, 040400, 040425, 040431, 040463, 040464, 040469, 040471, 040497, 040499, 040502, 040504, 040505, 040507, 040509, 040510, 040511, 040512, 040513, 040515, 040516, 040517, 040518, 040522, 040523.

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PRESENT:

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COUNCILMAN FRANK DICICCO, Chair
COUNCILMAN DAVID COHEN
COUNCILMAN JUAN RAMOS
COUNCILMAN MICHAEL NUTTER
COUNCILMAN RICHARD MARIANO
COUNCILMAN FRANK RIZZO
COUNCILWOMAN DONNA REED MILLER
COUNCILMAN DARRELL CLARKE
COUNCILWOMAN JANNIE BLACKWELL

The Bill/Resolution Nos. under consideration at the Public Meeting.

23
24
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Names of Committee Members in attendance at any time during the meeting, including members temporarily appointed or ex-officio members in attendance.

1 05/26/04 - STREETS - PUBLIC MEETING ←

2 COUNCILMAN DICICCO: We will now
3 move into the public meeting.

4 Let the record reflect that bill
5 040400 is being held.

6 The Chair recognizes Councilman
7 Ramos.

8 COUNCILMAN RAMOS: Mr. Chairman, is
9 there a suspension of Rules for all these
10 bills?

11 COUNCILMAN DICICCO: To the best of
12 my knowledge, yes.

13 COUNCILMAN RAMOS: Mr. Chairman, I
14 make a motion that Bill No. 040265 be reported
15 out of Committee with a favorable
16 recommendation with a further recommendation
17 that the Rules of Council be suspended to
18 allow for first reading at our next Council
19 Session.

20 (Duly seconded.)

21 COUNCILMAN DICICCO: Properly moved
22 and seconded that Bill No. 040265 be reported
23 out of Committee with a favorable
24 recommendation, and the further recommendation
25 that the Rules of Council be suspended.

This heading appears on each page of a Public Meeting Transcript, except the cover, and certification pages where applicable. Where a Public Meeting is included as part of the transcript for an associated Public Hearing, the heading contains the date of the Public Meeting followed by an abbreviation of the Committee Name and the words "PUBLIC MEETING". Where a transcription is of a Public Meeting only, the words "PUBLIC MEETING" are replaced by the Bill/Resolution No./Nos. under consideration on the that page.

1 05/26/04 - STREETS - PUBLIC MEETING

2 COUNCILMAN DICICCO: Properly moved
3 and seconded that Bill No. 040523 be reported
4 out of Committee with a favorable
5 recommendation, and the further recommendation
6 that the Rules of Council be suspended.

7 All those in favor, signify by
8 saying aye.

9 (Aye.)

10 COUNCILMAN DICICCO: Those opposed?

11 (No response.)

12 COUNCILMAN DICICCO: The bill is
13 approved.

14 Councilman Ramos.

15 COUNCILMAN DICICCO: For the record
16 I want, to go back to Bill 040497.

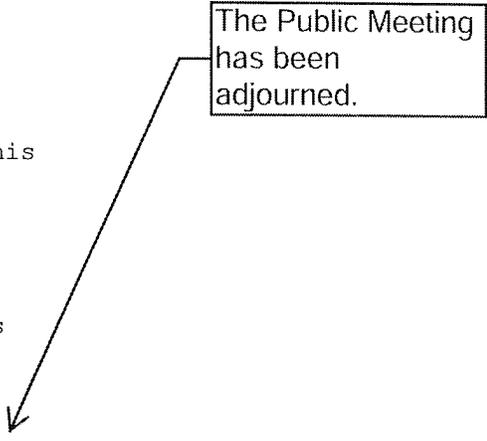
17 Councilmember Rizzo wishes to be cast as a no
18 vote on that bill.

19 I thank the Committee. Thank you
20 for your patience and today in attending this
21 hearing.

22 Again, I want to remind you, the
23 Committee is recessed until 11:00 a.m. this
24 Friday, the 28th of May. Thank you.

25 (Council adjourned at 5:00 p.m.)

The Public Meeting
has been
adjourned.



CERTIFICATION PAGE

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C E R T I F I C A T I O N

I HEREBY CERTIFY that the foregoing proceedings of the Council of the City of Philadelphia of Wednesday, May 26, 2004, were reported fully and accurately by me, and that this is a correct transcript of the same.

RE: COMMITTEE ON STREETS AND SERVICES

Lisa C. Bradley, RPR

The Certification Page contains standard language used for both Public Hearings and Public Meetings. Only the name of the Committee, the date of the proceedings, and the name of the court reporter will change.

END OF EXHIBIT 4B

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

BID SUBMISSION

1. PREPARATION AND SUBMISSION OF BID.

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

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

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

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

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

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

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

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

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

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

Section 16 and/or 18.

6. LOCAL BIDDING PREFERENCE

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

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

EVALUATION AND AWARD

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

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

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

9. RESPONSIBILITY. Unless otherwise specified, after bids are opened, the Procurement Department, and other City departments or agencies where appropriate or specified, shall review and may investigate the responsibility, including, but not limited to, the qualifications, references, capacity and ability to perform the Contract resulting from the Invitation and Bid in accordance with its terms, and integrity, of the

lowest responsive bidder. All determinations of bidder responsibility shall be vested in the sole discretion of the Procurement Commissioner and other City officials. Any bidder who is deemed not responsible shall be ineligible for award of the Contract.

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

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

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

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

CONTRACT EXECUTION AND CONFORMANCE

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

- a. Successful bidder posts sufficient performance security, as required in the Invitation and Bid, within the time specified in the written notice of award;
- b. Successful bidder posts a payment bond or other payment security, if and as required by the Invitation and Bid, within the time specified in the written notice of award;
- c. Approval of the Contract as to form by the City's Law Department;
- d. Certification by the Director of Finance and City Controller as to the availability of funds; and
- e. Execution of the Contract by the Procurement Commissioner.

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

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

15. INSURANCE. Unless otherwise specified, the successful bidder (referred to in this Section as "Contractor") shall, at its sole cost and expense, procure and maintain in full force and effect, during the

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

(a) WORKERS COMPENSATION AND EMPLOYERS LIABILITY

- (1) Workers' Compensation - Statutory limits
- (2) Employers Liability - \$100,000 Each Accident
- Bodily Injury by Accident; \$100,000 Each Employee
- Bodily Injury by Disease; \$500,000 Policy Limit -
Bodily Injury by Disease

(3) Other states insurance including Pennsylvania

(b) GENERAL LIABILITY INSURANCE

- (1) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
- (2) Coverage: Premises operation: Blanket Contractual liability; Personal Injury liability; Products and completed operations; Independent Contractors; Employees as additional insured; Cross liability; Broad form property damage (including loss of use) liability; Asbestos abatement liability coverage (Note: Required for asbestos abatement projects only).

(c) AUTOMOBILE LIABILITY

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

16. INDEMNIFICATION. All bidders shall indemnify, defend and hold harmless the City, its officers, employees and agents from and against any and all losses, costs (including, but not limited to, litigation and settlement costs and counsel fees), claims, suits, actions, damages, liabilities and expenses, occasioned wholly or in part by the bidder's act or omission or fault or negligence or the act or omission or fault or negligence of bidder's agents, subcontractors (including suppliers), employees or servants in connection with

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

the Contract, including, but not limited to, those acts or omissions or faults or negligence in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, the bidder's default under the Contract, losses incurred by the City's Master Performance Security Program, failure to pay subcontractors and suppliers and any infringement or violation of any proprietary right (including, but not limited to, patent, copyright, trademark, service mark and trade secret). This obligation to indemnify, defend and hold harmless the City, its officers, employees and agents shall survive the termination of the Contract resulting from the Invitation and Bid.

17. FAILURE TO EXECUTE CONTRACT. Any bidder not lawfully released from its bid, who refuses to execute a contract in accordance with its bid or who fails, refuses or is unable to furnish any required payment security, performance security or insurance, as may be required by the Invitation and Bid and/or these Terms and Conditions of Bidding and Contract, shall be liable for the entire amount of its bid security, as liquidated damages to the City; or if bid security is furnished under the Annual Master Bid Security Program, for 10% of the amount of its bid, as liquidated damages to the City; or where the damages are readily ascertainable by the City, for the actual loss, cost or damage incurred by the City as a result of its failure to execute the contract or to furnish such bonds, performance security or insurance.

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

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

a. Failure by Contractor to comply with any provision or Section of the Contract, including the bid specifications contained in the Invitation and Bid and these Terms and Conditions of Bidding and Contract and/or failure by Contractor to comply with any federal,

state and local law, statute, ordinance or regulation of any governmental department, board, agency and commission.

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

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

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

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

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

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

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

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

b. Appropriate to the payment of the difference between the Contract price and the cost of such substitute goods or services, and the amount of any

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other loss, cost or damage incurred by the City as a result of the default, any monies which may then be due and payable to Contractor under this Contract or any other Contract that Contractor then has with the City.

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

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

TAX MATTERS

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

22. TAX INDEBTEDNESS. The City of Philadelphia does not wish to do business with tax delinquents or other businesses indebted to the City. In furtherance of

this policy, the following certifications have been developed and shall form a part of any Contract resulting from the Invitation and Bid. The successful bidder or other entity Contracting with the City is referred to below as the "Contractor".

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

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

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

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

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

GENERAL INFORMATION

24. COMPLIANCE WITH LAWS. All goods and services and all documents and other materials furnished under the Contract shall conform with all applicable federal, state and local laws, statutes and ordinances and the applicable rules, regulations, methods and procedures of all governmental boards, bureaus, offices, commissions and other agencies. Contractor shall maintain during the term of the Contract all licenses, and authorizations required by any applicable federal, state or local law or regulation. **Applicable law shall include, without limitation, the laws stated in paragraphs 25 through 30 herein.**

25. NONDISCRIMINATION.

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

b. In accordance with Chapter 17-400 of The Philadelphia Code, Contractor agrees that its payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization, insofar as such participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, privileges or conditions of employment, on the basis of race, color, sex, sexual orientation, gender identity, religion, national origin or ancestry, shall constitute an event of default under this Contract and shall entitle the City to all rights and

remedies as provided herein in Section 19 or otherwise available to the City at law or in equity. Contractor agrees to include the immediately preceding sentence, with appropriate adjustments for the identity of the parties, in all subcontracts which are entered into pursuant to this Contract. Contractor further agrees to cooperate with the Commission on Human Relations of the City of Philadelphia in any manner which the said Commission deems reasonable and necessary for the Commission to carry out its responsibilities under Chapter 17-400 of The Philadelphia Code. Failure to so cooperate shall constitute an event of default under this Contract entitling the City to all rights and remedies as provided herein in Section 19 or otherwise available to the City at law or in equity.

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

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

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

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

27. NORTHERN IRELAND. Section 17-104(2)(b) of The Philadelphia Code prohibits the City from accepting

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

bids from companies that do business in Northern Ireland, unless that business has implemented the fair employment principles embodied in the MacBride Principles. In furtherance of this ordinance, bidder makes the following certification and representations:

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

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

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

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

The bidder expressly understands and agrees that any

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

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

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

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

SIGNING OF BIDS

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

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

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

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

SIGNING OF BIDS:

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

This _____ day of _____ 20

(Signature of Owner, Partner)

(Type or Print Name and Title)

(Business Name of Bidder)

(Address, including Zip Code)

(Telephone Number, including Area Code)

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

This _____ day of _____ 20

CORPORATE SEAL

(Corporate or Business Name of Bidder)

(Address, including Zip Code)

(Telephone Number, including Area Code)

(Signature of President or Vice President)

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

(Type or Print Name and Title)

(Type or Print Name and Title)

APPROVED AS TO FORM

CONTRACT EXECUTION

(Assistant City Solicitor)

(Procurement Commissioner)