

## BID OPENING DATE AND TIME

**ON: January 4 , 2013**

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

<b>BID NO.</b>  <b>S3Z59220</b>	<b>PAGE</b> <b>1</b> <b>OF</b> <b>36</b>	<b>INVITATION AND BID</b>  <b>ADVERTISED</b>	<b>BIDDER MUST</b> <b>COMPLETE BELOW</b>  <small>BIDDER AGREES TO COMPLY WITH ALL CONDITIONS OF THIS BID. UNSIGNIED BIDS WILL NOT BE ACCEPTED.</small>
This Invitation to Bid with your quotations must be received prior to the above cited bid opening date and time.		 BIDS MUST BE RETURNED TO  <b>CITY OF PHILADELPHIA</b> <b>PROCUREMENT DEPARTMENT</b> <b>MUNICIPAL SERVICES BLDG.</b> <b>1401 JFK BLVD, ROOM 170A</b> <b>PHILADELPHIA, PA 19102-1685</b>	<b>NAME AND ADDRESS OF FIRM</b>
<small>DEPARTMENT</small> <b>Various</b>	<small>DIVISION</small> <b>Various</b>		
<small>AWARDED</small>			<small>Federal EIN/Social Security Number</small>
<small>DATE</small> <small>FOR THE PROCUREMENT COMMISSIONER</small>			<b>BUYER: T. Vinson</b> <b>J. Washington</b>

**TITLE OF BID: Airport Computer and Information System Materials, Supplies and Equipment (CISM)**

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

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

#### **Participation Ranges**

M-BE: 5% to 10%  
AND/OR  
W-BE: 5% to 10%  
DS-BE: 0% to 0%

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

### **BID QUESTIONS**

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

For City Use Only

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

**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 5% to 10 %

WBE 5% to 10 %

DSBE NONE

These ranges represent the percentage of MBE, WBE, DBE<sup>1</sup> 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,**

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<sup>1</sup> "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 agency<sup>2</sup> 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](http://www.phila.gov/oEO/directory).

If bidder or bidder's subcontractor(s) is certified by an approved certifying agency, a copy of that certification should be furnished with the bid.

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 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:

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

- 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 Enterprises<sup>1</sup>

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

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

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

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S3Z59220</b>	PAGE OF <b>2 36</b>
		FIRM NAME (Must be filled in)	

**SECTION 1: GENERAL BID SUBMISSION**

- 1.1 **TITLE: AIRPORT COMPUTER AND INFORMATION SYSTEMS – MATERIALS, SUPPLIES AND EQUIPMENT**
- 1.2 **SCHEDULE NO. 100-01**
- 1.3 **CONTRACT TERM:** 01/01/2013 to 12/31/2013 (“Initial Term”), with an option to renew for up to **Three(3)** additional **One(1)** year periods, (“the Renewal Term”) exercisable, at the City’s sole discretion, as of the expiration of the Initial Term or the current Renewal term. The City may, at its sole discretion, renew the contract for up to three (3) months at the beginning of each renewal period(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 1.3.2, 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.

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S3Z59220</b>	PAGE OF <b>3 36</b>
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**1.4 CONTRACT TYPE: REQUIREMENTS**

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 of supplies and maintenance service for Communication and Information Systems for the Division of Aviation only.

**1.6 STATEMENT OF DIRECTION:**

It is the intent of the City of Philadelphia to make an award for the purchase of supplies and maintenance for Communications and Information Systems for the DOA as specified herein during the contract.

<b>INVITATION AND BID Continuation</b>	CITY OF PHILADELPHIA <b>PROCUREMENT DEPARTMENT</b> PHILADELPHIA, PA 19102 - 1685	BID NUMBER <b>S3Z59220</b>	PAGE OF <b>4 36</b>
		FIRM NAME (Must be filled in)	

**1.7 BID SECURITY:**

1.7.1 For purposes of this bid only, paragraph **25(e)** of “**Data Processing Agreement**” is deleted.

Instead, vendors **MUST** submit a bid bond executed on the City’s forms (attachment B) in an amount of 10% of the total amount upon which a bidders submits a bid. A bid which is not accompanied by this required security will be rejected.

**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.

**1.9 BID SUBMISSION:**

1.9.1 Bid information must be submitted to the City of Philadelphia no later than the time and date for the bid opening.

1.9.2 Advertised sealed bids will be received and read publicly at 10:30 AM in Room #170A, 1<sup>st</sup> Floor, Municipal Services Building, 1401 JFK Boulevard.

1.9.3 Bid should be complete and include ALL information required as described in the various paragraphs of the bid specifications.

1.9.4 All pricing must be completed on the forms provided; be complete; and be in ink or typed.

1.9.5 The bid must be complete as to required bid signatures and corporate seal, and fully accept the terms and conditions contained in the bid.

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1.9.6 In accordance with the City of Philadelphia's Regulations Relating to Local Bidding Preferences for Procurement Contracts, this bid may be subject to a 5% local bid preference. In order to determine eligibility to receive the 5% preference, if applicable, bidder or subcontractor **must be certified at the time of the bid opening and must submit with the bid, the Local Business Entity Certification number** as issued by the Procurement Department for the prime contractor or the applicable subcontractor. If the prime relies upon its subcontractor's LBE status in order to be eligible for the preference, the name and certification number of the subcontractor **must** be submitted with the bid. **Failure to submit the prime's LBE certification number or the subcontractor's name and 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](http://www.phila.gov/bids). Please allow sufficient time prior to bidding for processing of the LBE application.**

1.9.7 **BID PROCESSING FEE:**

All bids submitted where the bid total is greater than \$30,000 shall be accompanied by the proper Bid Processing Fee. The fee shall be in the form of a separate check or money order in accordance with Paragraph 25 k. of the "Data Processing Agreement. (attached)"

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1.9.8 When M-DBE, W-DBE or DS-DBE 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 2-05”.

1.9.9 **BID QUESTIONS:**  
Submit your questions to Timothy A. Vinson, Procurement Technician II, 1401 JFK Boulevard, Room 120, Municipal Services Building, Philadelphia, PA 19102, Phone:215-686-4779; fax: 215-686-4727; email: [timothy.a.vinson@phila.gov](mailto:timothy.a.vinson@phila.gov).

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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 \_\_\_\_\_

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1.9.11 Any product information submitted by bidder in connection with this bid is for purposes of product description, information and specification only. Bidder agrees that any additional terms or conditions contained therein, including, but not limited to, disclaimers or limitations of liability, do not become part of the bid.

**1.10 BIDDER QUALIFICATION:**

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

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

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**SECTION 1:**

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

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

**SECTION 2:**

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

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

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1.10.2 In Section 2.3, Maintenance Service, the awarded vendor and /or their technicians shall have the following experience for each system listed below:

**Digital Video Recording (DVR):**

- 5 years experience as a PELCO / ENDURA Authorized service representative.
- Vendor must have a rating from PELCO that places them in the top 5% of the highest rated authorized service representatives in terms of customer satisfaction.
- All technicians working on the PELCO / ENDURA system and Philadelphia International Airport (PHL) must be trained and certified by PELCO for ENDURA hardware, software and have a complete understanding of ENDURA best practices.
- All technicians must be currently certified and have a minimum of 3 years experience after being certified by PELCO to work on and maintain ENDURA equipment and data PELCO and must maintain certification for the duration of the contract.
- Vendor must be able to escalate calls to receive support from PELCO ENDURA’s engineers on a 24 hour basis.

**Closed Circuit Television (CCTV):**

- 5 years experience as a PELCO Authorized service representative.
- Vendor must have a rating from PELCO that places them in the top 5% of the highest rated authorized service representatives in terms of customer satisfaction.
- All technicians working on the PELCO system and Philadelphia International Airport (PHL) must be trained and certified by PELCO.
- All technicians must have a minimum of 3 years experience after being certified by PELCO and must maintain certification for the duration of the contract.
- Vendor must be able to escalate calls to receive support from PELCO’s engineers on a 24 hour basis.

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**Noise Operating and Monitoring System:**

- 5 years continuous experience as an Exelis Inc. Authorized service representative.
- All technicians must be currently certified and have a minimum of 3 years experience after being certified by Exelis Inc.
- Vendor must be able to escalate calls to receive support from Exelis Inc.'s engineers.

**Fax Server System:**

- All technicians must be currently certified and have a minimum of 3 years experience after being certified by BISCUM.
- Vendor must be able to escalate calls to receive support from BISCUM's engineers.

**Call Center Recording System**

- All technicians must be currently certified and have a minimum of 3 years experience after being certified by MERCOM (Verint).
- Vendor must be able to escalate calls to receive support from MERCOM's (Verint) engineers.

1.10.3 The awarded vendor shall be responsible for obtaining all necessary licenses, and service agreements required to maintain all of the systems listed in Section 2.3. If necessary, the awarded vendor may subcontract all or part of the maintenance services to qualified third parties with the Airport's approval.

1.10.4 Any service technicians or support personnel assigned by the successful vendor shall be deemed to be agents of the successful vendor and not employees of DOA or the City of Philadelphia. The City shall make payments only to the successful vendor for work performed. Any and all payments due to employees, subcontractors, suppliers and agents of the successful vendor are the responsibility of the Prime Contractor.

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

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**1.11 MANDATORY PRE-BID MEETING:**

A MANDATORY PRE-BID MEETING for all interested parties will be held on December 20, 2012, at 1:00 PM at the MSB, 1401 JFK Boulevard, Room 170, Philadelphia PA 19102.

The purpose of this meeting is to respond to questions from prospective vendors. Vendors 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 vendors who attend the Pre-Bid Meeting and are subsequently qualified by the City will be eligible for award.

**NOTE:**

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

**SECTION 2: SPECIFICATIONS**

2.1 Successful vendor(s) shall be required to supply the City of Philadelphia, Commerce Department, DOA with supplies for Communications and Information Systems and the Maintenance Service of various systems as listed Attachment I (pricing pages) and Section 5 of this Invitation and Bid.

2.1.1 Airport Security and Clearance Requirements

The selected Contractor's employees, subcontractors and/or agents shall be subject to any background, fingerprinting, and security I.D. badging policies that may be imposed from time to time by any Federal, State or Local authorities including Transportation Security Administration (TSA), the City and the DOA. The City will cooperate with the selected Contractor in facilitating the Contractor's compliance with such policy requirements. The selected Contractor and all subcontractors shall comply with all Airport regulations.

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Vendor Note: It is the intent of the City of Philadelphia to issue a Request for Proposals for the placement of Computer and Information Systems Management/Maintenance Services consultant (hereinafter referred to as “CISM Consultant”), to serve as a companion to the contract entered into as a result of this Invitation and Bid. The successful bidder will be expected to work with the CISM consultant and City officials in providing supplies and maintenance, which will be required for the effective management of all systems referenced herein.

2.1.2 The attached Data Processing Agreement is made part of this Invitation and Bid as it applies to Hardware Maintenance and Software Support as referenced in Paragraph 12.a, 12.b (1) (a), 12b. (2) (a), 12.c (1) (a) and 12.c. (2) (a) in Section 12, Maintenance Responsibilities and Paragraphs 8.a., 8b., 8.c. and 8.d. in Section 8 Warranty.

In the event of any discrepancies between the attached Data Processing Agreement and this Invitation and Bid, the Invitation and Bid document shall prevail.

2.2 **System Requirements –Supplies/Equipment**

2.2.1 **AIRPORT COMPUTER AND INFORMATION SYSTEMS**

The following systems will require supplies during the contract period:

2.2.1.1 **Airport Telephone System.**

The Philadelphia International Airport’s (PHL) telephone system consists of a Nortel 1000MG PBX, 1000HA PBX, two remote shelves, voice mail, interactive voice response system (IVR), automatic call distribution and statistics system (ACD) and the maintenance administration terminal PC (TM). Multiple T1 circuits, 8 trunk lines and 16 POTS lines from Verizon feed the system.

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The 1000MG is located in the Central Utilities Building (CUB) which is the Verizon demarc for the airport campus. It has approximately 1700 digital ports and 1700 analog ports and approximately 675 digital and 1675 analog sets at DOA. The 1000HA is split between the CUB and International Plaza 2 (IP2), 5<sup>th</sup> floor and is connected to the 1000MG via two T1 circuits. It has 187 VOIP telephones, 4 media gateways (MG) connecting 200 digital ports and 50 analog ports. There are approximately 125 digital and 27 analog sets at IP2. The voice mail system, Call Pilot, has a capacity for 750 mailboxes of which approximately 450 are in use. The IVR has 48 channels and handles hundreds of calls per day.

The remote shelves are located at Northeast Philadelphia Airport (PNE) and at the Maintenance Support Building, Island Ave, Philadelphia PA, 19153. The remote shelf at PNE is connected to the 1000MG via a T1 line. The crash alarm is driven through the telephone system for both the PHL and PNE and rings at the following locations: 3<sup>rd</sup> & Spring Garden Ave, FAA Tower, Communications Center and Engine 78 Firehouse. The Automated Call Distribution and Contact Center provide the Airports' communications center with call distribution, queuing and statistics. The Terminal Manager(TM) computer allows the administrator to configure and maintain the PBX.

MERCOM audio log system records telephone & radio calls.

**2.2.1.2 Universal Cable Distribution System.**

The physical transmission media and cable plant (UCDS) at the PHL stretches around the physical property of the airport and through the seven terminals. The cable starts out in the main distribution facility (MDF) and continues in smaller lots to the intermediate distribution facility (IDF) and from there to the end device. The cable is routed through duct banks, cable tray and an extensive manhole system. The media consists of the following items: fiber, single mode and multi-mode; copper, CAT3, CAT 5, CAT6, RG59, RG6, RG8. The following connectors used for copper: RJ11, RJ45, BNC, and F. The following connectors are used for fiber: ST, SC, LC, MTRJ.

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### 2.2.1.3 **AirIT Airport Systems (AODB)**

AirIT Airport Systems consist of the following applications; AODB/RM – Airport Operations DataBase / Resources Manager, multi-user flight information (MUFIDS), gate information display (GIDS), common use equipment (EASE), advertising, Propworks financial & property management, enterprise service bus (EBS) – multi-system message router, bag management system (IBMS). All of these systems store data in an Oracle relational database running on MS Windows Server. This means that changes to a flight schedule will affect the availability of that gate.

The MUFIDS at the Airport consists of two systems, INFAX and AirIT. The INFAX system is gradually being replaced by the AirIT system through capital projects. The AirIT system is currently in terminals A-West, portions of A-East and F. The INFAX system is in the remaining portions of terminal A-East and terminals B through E. The AirIT system head end is running on two Sun 880 servers with RAID arrays and Veritas software is configured for fail over. The middle tier consists of eight data distribution servers (DDS) which provide authentication and data for the data device controller (DDC). The DDS machines are running Windows XP and the AirIT MUFIDS java application. The DDC machine is either a Lantronics ethernet device or an Apple computer. The Lantronics device connects to a baggage input terminal at the bag belts.

The Apple is Mac Mini running Mac OS, Java and the AirIT application. There are over 650 Apple computers connected to 144 Clarity LCD displays and over 550 LCD monitors. The INFAX system consists of two PC servers transmitting data over a RS485 circuit to the custom built data to video converters (DVC). The airline flight information is sent into the INFAX system. That data is copied to the Airport LAN and sent to the web server, AirIT MUFIDS system and the IVR.

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The EASE system allows multiple airlines to use the same gate, ticketing and baggage facilities without having multiple sets of equipment at each location. The airlines use the equipment to connect to their own network over a dedicated line or the internet. This provides the airline with control over the functionality to their personnel and relieves them of the need to train their people on separate systems. The EASE system runs on two DELL servers connected to Dell PC workstations. The airlines workstation image is loaded onto the PC from the server. Once the image is loaded, the user authenticates to the airlines network and has access to the airlines computers and data.

Propworks is used by the Finance and Properties personnel to track and bill tenants according to the leases.

ESB & IBMS are used together to support the common baggage management system (PHLCUS) at PHL. PHLCUS acts as a message broker between the Airlines reservation systems and the baggage sortation system. It passes messages to and from both sides that indicated a new bag has been added to the system and status messages from the baggage system back to the Airlines. Messages contain the location of a bag or the security status of a bag.

#### Visual Paging & Advertising System

The visual paging system is an Americans with Disabilities Act (ADA) requirement. This system displays on a video monitor the text of an audible announcement that is broadcast over the public announcement system. The page tracking system is the head end for the visual paging system. The telephone operators enter a message into the page tracking system. This message read from the database and the RM controls the timing and duration for the visual announcement. The Advertising system consists of Apple computers and LCD monitors displaying informational messages or advertisements. The schedule and rotation is controlled by the RM.

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2.2.1.4 **Honeywell Access Control System (ProWatch)**

The security access control system at the Airport protects the SIDA from unauthorized access. This is accomplished through the software package, ProWatch 3.81 from Honeywell. ProWatch monitors all of the security access points, which include doors, sally ports, elevators, and vehicle gates that number approximately 880. The end devices are connected to multiplexers which are linked together to form a loop. There are twenty-four loops. Each loop runs the nodal protocol b.

This protocol is converted to RS232 and then converted to Ethernet by a series of Digi board devices. This is a closed system that runs on a pair of DELL and is configured for fail over. It connects to fifteen workstations. The Systems Control personnel use the workstations to remotely lock and unlock these devices, monitor alarms and device states, update system information and produce reports.

The ID Badging personnel use the workstations, HID encoders and Magicard printers to create, update and produce identification badges for the Airport.

2.2.1.5 **Closed Circuit Television & Digital Video Storage System**

The closed circuit television (CCTV) and digital video storage (DVS) systems are used to monitor the doors, gates and vehicle entrances throughout the Airport. For example, the security checkpoints are recorded for the TSA as part of the Airport's security plan. The CCTV system consists of approximately 900 cameras and five video switchers. The cameras can be controlled from multiple security locations. The DVS system consists of over twenty five digital video storage servers. Video is held on the storage system until it expires per the time defined in the Airport's security plan.

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2.2.1.6 **Noise Operations Monitoring System & Symphony Vue**

The AirScene Noise Operations Monitoring System (NOMS) receives, processes and reports on the noise generated by aircraft flying into the Airport. This information is federally mandated and is used to verify complaints from residents who live near the airport. The NOMS is from ITT systems. The system receives data from the FAA radar tower on the x, y and z coordinates and time of an aircraft's arrival and departure. There are currently eleven pieces of remote monitoring equipment around the airport property. This information is stored at the noise abatement office.

2.2.1.7 **Uninterruptible Power Supply (UPS) Systems**

There are many systems at the Airport that must be run continuously. The UPS systems allow this occur by storing power in batteries and supply that power to the system when the electrical current fails or voltage goes too low to safely run the equipment. The local area network (LAN) equipment at terminal AWest, Central Utilities Building (CUB) and International Plaza are running on an APC Symetra UPS. The Airport's telephone PBX is running on a GNB UPS with 8 hours of run time at the Central Utilities Building.

2.2.1.8 **Local Area Network (LAN)**

The Airport's LAN consists of the following equipment: Windows, Linux and Netware servers and 450 PCs. The Netware servers act as file and print servers. Most of the linux and windows servers are application and database servers running virtualized in a VMWare environment. The network consists of approximately the following equipment: fifteen Avaya routing layer 3 switches, approximately 235 Avaya layer 2 switches, four Adtran 120E CSU/DSU, three ARN routers, two ASN routers and one Avaya 2330 Secure router. The LAN allows the Airport personnel to send and receive email, files and collaborate on projects. The data on the network is backed up nightly to tape. The network serves a backbone for other systems at the Airport. As older systems are upgraded or replaced, the network backbone has become the primary method to move data around the Airport. The equipment changes by replacement or upgrade and by technological change.

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## 2.3 General Requirements Systems Requiring MAINTENANCE SERVICE

Awarded vendor shall provide the City of Philadelphia with all parts and labor necessary to keep the equipment and software described below in good operating condition.

2.3.1 Items to be added to the list of maintained equipment and maintained software must be approved by DOA prior to inclusion on the list.

2.3.2 PHL may delete any item from the list of maintained equipment and maintained software upon sixty (60) days notice, provided that the remaining system meets the necessary requirements for functionality and reliable operation.

### 2.3.3 Digital Video Storage (DVS)

#### 2.3.3.1 Performance Period

Mon. through Fri., 8am – 5pm. Shall include: Telephone support and/or scheduled appointment or next business day. Emergency Response – 24 hours a day, 7 days a week, including holidays; problem fixed within 4 hours of report to vendor.

#### 2.3.3.2 Scope of Work

Preventative maintenance, on site for two, eight hour days per week, includes administration issues, and recommendations for the system to prevent unscheduled downtime. Troubleshoot, diagnose and replace non-functioning part(s): Removal of non-functioning part(s); Installation of replacement part(s); Installation, setup and configuration of software, settings, etc. to return system to good working order as necessary. Provide, install and configure manufacturer's recommended software bug fixes and updates to keep system in good working order.

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2.3.3.3 **Equipment to be serviced**

Quantity	Description
36	Endura DVR5300
37	Endura SEB 5300
07	Endura IP110 Camera
22	Endura NET 5301T Encoders (single channel)
10	Endura NET53XXT Encoders 8ch with expander of 8ch
02	Endura NET5402R
26	Endura NSM Recorder
01	Endura NVR 5300
02	Endura System Manager
02	Endura VCD 5202
12	Endura WS5000 Work Station 3

2.3.4 **Closed Circuit Television (CCTV)**

2.3.4.1 **Performance Period**

Mon. through Fri., 8am – 5pm shall include: Telephone support and/or scheduled appointment or next business day. Emergency Response – 24 hours a day, 7 days a week, including holidays; Problem fixed within 4 hours of report.

2.3.4.2 **Scope of Work**

Troubleshoot, diagnose and replace non-functioning part(s); Removal of non-functioning part(s); Installation of replacement part(s) configuration of software, settings, etc. to return system to good working order as necessary. Provide, install and configure manufacturer’s recommended software bug fixes and updates to keep system in good working order.

2.3.4.3 **Equipment to be serviced**

<b>Location</b>	<b>Part Description</b>
Terminal D/E	Pelco 9780 switch cap 512 cameras
Terminal F	Pelco 9760 switch cap 256 cameras
Terminal F Hanger	Pelco 9760-SAT switch cap 32 cameras
Terminal C	Pelco 9760 switch 512 cameras
Ramp Tower	Pelco 9760 switch 256 cameras
Terminal E	Pelco 9780 switch 256 cameras
Terminal AWest	Pelco 9760 switch 512 cameras
Deicing	Pelco 9740 switch 256 cameras

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2.3.5 **Noise Operations Monitoring System & Symphony Vue**

2.3.5.1 **Performance Period**

8AM - 5PM, Mon. – Fri., excluding holidays.  
Unlimited diagnostic telephone consultations regarding system maintenance and operation.

2.3.5.2 **Scope of Work**

Vendor shall provide standard maintenance agreement with Exelis Inc. for the AirScene Noise Operations Monitoring System (NOMS) & Symphony Vue. Also, provide maintenance and unlimited diagnostic telephone consultation services during scheduled hours of service. On-site repairs to be provided after diagnostic telephone consultations and if failing equipment cannot, reasonably, be shipped to the manufacturer, at the manufacturer's expense has been determined by both the contractor and the City. Each fixed remote noise monitoring site shall be calibrated twice per year. Awarded vendor shall provide free upgrades of Exelis's AirScene NOMS & Symphony Vue software during the life of the contract. The upgrades shall consist of updates, upgrades, bug fixes, enhancements for the NOMS and Symphony Vue products. Any changes, upgrades or modifications to the maintained systems will not interrupt or degrade system performance.

2.3.5.2.1 PHL shall maintain a staff that has received adequate training in operating noise monitoring equipment and has the skills required to perform operator level maintenance including the removal and replacement of remote noise monitoring equipment under the direction of Exelis's AirScene maintenance personnel or its designee.

2.3.5.2.2 PHL shall monitor the acquisition of data daily and alert Exelis Inc. or its designee that a malfunction has occurred in data acquisition or in the transfer of data to the noise office.

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2.3.5.2.3 Airport personnel shall perform operator level maintenance to correct a malfunction on equipment for which they have received maintenance using available spare parts. If the fault is with a remote monitoring site, Airport personnel shall verify that the electric power and telephone circuits at the remote site are in good working order.

2.3.5.2.4 If the operator level maintenance activities are unable to correct the malfunction, the Airport shall notify Exelis Inc. maintenance personnel. Within four (4) working hours, Exelis Inc. shall respond for diagnostic consultation and possible additional Exelis Inc. directed operator maintenance activities. Exelis Inc. directed operator maintenance activities shall begin within one (1) working day of the reported malfunction.

2.3.5.2.5 Airport shall perform reasonable operator level maintenance activities under the direction of Exelis Inc. maintenance personnel.

2.3.5.2.6 If the malfunction cannot be resolved by the above procedures, Exelis Inc. shall dispatch a service representative within five (5) working days of the time/date stamp on the faxed STR.

2.3.5.2.7 The Airport shall repair or replace equipment under maintenance damaged by relocation of equipment not performed by Exelis Inc. or under Exelis Inc.'s supervision or direction.

2.3.5.3 **Hardware/Software to be maintained**  
Exelis Inc. will maintain all hardware and software that comprises the Airscene NOMS and Symphony Vue with the exception of consumables such as printer toner, printer paper, network patch cables, etc.

2.3.6 **Fax Server System**

2.3.6.1 **Performance Period**  
Telephone and email technical support from 8:00am to 8pm EST/EDT, Mon. – Fri., excluding holidays.

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2.3.6.2      **Scope of Work**  
Awarded vendor shall supply Premium level Support with BISCOM on their FAX Server product. Software updates; Remote diagnostics; Next day replacement unit for failed unit.

2.3.6.3      **Equipment to be serviced**  
FAXCOM 5100, serial # 035113

2.3.7      **AirIT Airport Systems (AODB)**

2.3.7.1      **Performance Period**  
24 x 7 online, and telephone technical support.

2.3.7.2      **Scope of Work**  
Awarded vendor shall supply maintenance and support for all AirIT airport systems. Priority technical support 24x7 including holidays; Support shall consist of troubleshooting, system modification and configuration changes, upgrades, enhancements and bug fixes necessary to keep the system up to date and in good working order.

2.3.8      **Call Center Recording System**

2.3.8.1      **Performance Period**  
Telephone and email technical support from 8:00am to 8:00pm EST/EDT. Mon. – Fri., excluding holidays.

2.3.8.2      **Scope of Work**  
Awarded vendor shall supply Premium level support with MERCOM (Verint) on their Audiolog product. Hardware replacement, Software updates; Remote diagnostics; Next day replacement unit for failed unit.

2.3.8.3      **Equipment to be serviced**  
MERCOM, SERIAL # 1606165KW100011

2.3.9      **Honeywell Access Control System (ProWatch)**

2.3.9.1      **Performance Period**  
24 x 7 online, and telephone technical support.

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2.3.9.2 **Scope of Work**

Awarded vendor shall supply maintenance and support for Airport access control system, ProWatch, from Honeywell. Priority technical support 24x7 including holidays; Support shall consist of troubleshooting, system modification and configuration changes, upgrades, enhancements and bug fixes necessary to keep the system up to date and in good working order.

2.4 **PRICING**

In Attachment I, vendor shall submit pricing for:

2.4.1 **Materials, Supplies/Equipment** for each item listed in that Attachment I.

2.4.1.1 All parts bid must be guaranteed to be both interchangeable and intermixable with the Systems outlined in Section 2.3 as well as any existing systems used throughout the Airport requiring the replacement of equipment, parts and/or materials.

For the purposes of this bid, the following definitions will apply:

**Interchangeability** shall mean the ability to use one manufacturer's equipment, parts and/or materials parts, with another manufacturer's body.

**Intermixability** shall mean the ability to randomly mix components of different manufacturers.

2.4.1.2 Vendor's warranty certifying all equipment, parts, supplies must stand for a minimum of Ninety (90) days from the date delivery is accepted by the City, unless otherwise specified in Attachment I, "Pricing".

2.4.2 Vendor shall provide a mark-up for items added to the contract per para. 4.1.5 Mark-up not to exceed 15%.

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2.4.3 **MAINTENANCE SERVICE:**

Vendor shall submit a Lot (LO) price for **each** system described in section 2.3 of this Invitation and Bid for maintenance.

Vendors shall also submit a price for each item listed below. Prices shall be firm for the Initial Term of the Contract. If subsequent Renewal Terms are exercised by the City, the vendor may increase prices as per paragraph 4.2.13 "Price Increase or Decrease."

**DELIVERY:**

**VENDOR TO COMPLETE ATTACHMENT I, "PRICING TYPE OF TRANSPORT".**

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

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**3.2 AWARD:**

3.2.1 This Invitation and Bid shall be awarded as a whole to the lowest responsive and responsible bidder based upon the total listed in Section 5, "Pricing," Vendor must bid all items to be eligible for award.

3.2.2 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.

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:**

If the total award amount exceeds \$500,000, the Master Performance Security does not apply. Upon notification of award, the City will require the successful vendor to provide an individual Performance Bond in the amount of 100% of the contract award as specified in the Letter of Award. For any subsequent renewal periods, sections 1.3.1 and 1.3.2 shall apply.

**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.

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

### 3.2.5

#### **INSURANCE:**

Insurance is a requirement for this bid in accordance with Paragraph 14 of the "Terms and Conditions of Bidding and Contract". No contract will be executed nor purchase order issued unless and until all required insurance certificates, in the required amount, are received. **All insurance MUST meet the following requirements:**

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

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

## **SECTION 4: CONTRACT MANAGEMENT**

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

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

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### **Order Against Contracts**

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

- 4.1.2 Invoices shall be submitted after delivery and acceptance of the product or service by the City. The City attempts to process invoices in a timely manner. Delays can occur because of incomplete or inaccurate invoicing information. Please make sure that invoices contain the following information to help the City process payments to the Contractor as quickly as possible.
- (a) After the delivery or services have been completed the Contractor must submit three (3) copies of the invoice for payment to the receiving department listed on the purchase order.
  - (b) The invoice must correctly reference the purchase order number, the vendor name, address and Federal Employer Identification number.
  - (c) Checks will only be made payable to the company name as shown on the purchase order; the invoice must reflect this same company name as the “pay to”.
  - (d) The invoice must show the quantity and type of item or service and the price.
  - (e) The unit of purchase on the invoice must agree with the unit cited on the purchase order. Reference to the specific line item is helpful.
- 4.1.3 The using agencies and departments are responsible for monitoring the services and/or products delivered as described in the contract. If any problems arise, a letter should be sent to the vendor requesting resolution by a specified date. A copy should be sent to the buyer. If vendor does not resolve the breach of contract by the requested date the matter should be turned over to the buyer.

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4.1.5 **ADD-ONS:**

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

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

4.2 **VENDOR RESPONSIBILITY**

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

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

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

4.2.4 **DELIVERY:**

Unless otherwise specified in Section 2, noted by vendor in Attachment I, and/or approved by the Using Agency, delivery of product and/or service will be made within 30 days from date requested by DOA. **VENDOR NOTE:** In Attachment I, specify delivery if other than 30 days.

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4.2.4.1 **Liquidated Damages:**

Upon the occurrence of any event or omission listed below. There shall be imposed by the City of Philadelphia upon the vendor liquidated damages of \$100.00 for each event or omission per day until such actions are remedied by the vendor:

- Failure to commence work within specified time
- Poor Performance
- Failure to provide all equipment, materials and parts necessary for the performance of the work
- Failure to supply qualified personnel

4.2.4.2 Nothing in the above section shall be deemed to limit the City's rights or remedies in the event the City's actual damage exceeds the amount withheld from the billing. Repeated events or omissions as described above shall be sufficient cause for the City, at its option, to declare vendor in default and exercise all available rights and remedies available under the law.

The City's failure at any time to enforce the provisions of this section shall in no way affect the City's right to enforce this provision for subsequent events. The City/using agency shall notify the vendor in writing on a monthly basis of said liquidated damages imposed on vendor; all assessments of liquidated damages must also be reported, in writing, to the Procurement Dept. Buyer as they occur.

In the event of assessment of liquidated damages, if the vendor feels that extenuating circumstances contributed to the occurrence, a request for a waiver on the liquidated damages may be appealed in writing, within 30 days to the using agency and the Procurement Department who shall be the final arbiter in such matters.

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4.2.5 In the event that the contractor receives an order for products, services or equipment (as applicable) not specifically priced and incorporated into the contract, they must:

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

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

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

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

4.2.9 **RECYCLING INFORMATION REQUEST:**

4.2.9.1 The City also requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.

Product bid contains recycled content? YES  NO

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

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

Is your product shipped in returnable Containers? YES  NO

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4.2.10 **Approval of Work**

All completed work shall be approved by the ordering department prior to approval for payment. Work must be completed in a first class workmanlike manner to the absolute satisfaction of the City. The cost of any faulty or inadequate workmanship or parts will not be paid for by the department and must be assumed by the Contractor. In addition, the Contractor is responsible for picking up any delivered material that is rejected for non-compliance to specifications. Any and all costs associated with the return to be at the sole expense of the Contractor.

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

4.2.12 **Invoices/Receipts**

4.2.12.1 Successful bidder(s) agrees not to invoice more than once per month per purchase order.

4.2.12.2 One invoice shall be submitted for labor (vendor should place an "L" [for labor] at the end of the invoice number submitted to the City ); a separate invoice shall be submitted for parts (vendor should place a "P" at the end of the invoice number [for Parts]).

4.2.12.3 Invoices should be sent in triplicate to each ordering department.

4.2.13.3.1 One (1) original and two (2) copies of fully itemized invoices.

4.2.12.4 All receipts for parts shall have the signature and payroll ID number of the authorized/designated City personnel.

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#### 4.2.13 Payments to OEO Subcontractors

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

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

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

Failure to comply with the City's payment reporting process may be considered an Event of Default.

#### 4.2.14 **PRICE INCREASE OR DECREASE:**

##### 4.2.14.1 **Equipment and Supplies**

Contractor shall provide equipment and supplies at the prices set forth in Attachment I for a period of **Twelve** months; thereafter, the contract may be renewed under the terms and conditions of this agreement at the sole option of the City on an annual basis for up to **Three (3)** additional **One (1)** year period(s). Contractor may increase prices for future renewal periods provided that:

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

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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 applicable renewal the price increase and/or decrease shall be based on the Consumer Price Index (CPI) for All Urban Consumers – Philadelphia (**August – August**) as published by the U.S. Department of Labor, Bureau of Labor Statistics.

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

4.2.14.2 **Maintenance Service:**

Contractor shall provide Maintenance at the prices set forth in Attachment I for period of twelve months; thereafter, service may be renewed under the terms and conditions of this agreement at the sole option of the City on an annual basis for additional **Three (3) One (1)** year period(s). Contractor may increase prices for the subsequent renewal period (s) provided that; notice of price increases must be received, in writing, by the City at least 60 days prior to the expiration of each contract period and price increase letter shall be sent to the Buyer, Room 120 Municipal Services Building, 1401 JFK Blvd., Phila., PA 19102, referencing the Bid #, Contract #, period and showing item(s), descriptions and applicable pricing.

In no event shall the increased prices exceed contractor's published charges for non-educational state and local governments on the effective date of the adjustment, under similar terms and conditions.

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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.

**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).**

4.2.15 Failure to notify the City within the time frame specified in 4.2.12 will result in a commensurate delay in implementing the price change.

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

**SECTION 5: PRICING**

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

NOTE:

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

**SEE ATTACHMENT: CISM**

**All pages (1-73) must be returned with invitation and bid S3Z59220 in order to be eligible for award. All pricing must be complete on Attachment I.**

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

**BIDDER SHALL SPECIFY IF DELIVERY IS OTHER THAN 30 DAYS:** \_\_\_\_\_

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**ATTACHMENT I**

**CISM**

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
UPS								
	APC	AP5014	KVM Bracket Set for Rack LCD Monitor Keyboard Mouse		EA	1		
	APC	AR8127BLK	19" Rotating Keyboard Drawer	Black	EA	1		
	APC	AP9607	Serial Interface Expander Card	2 Port Serial Interface Expander SmartSlot Card	EA	1		
	APC	AP9631	Management Card w/Temp sensor		EA	1		
	APC	AP7900	APC Rack PDU (8) 5-15		EA	1		
	APC	AP7931	Power Distribution Kit (16) 5-15		EA	1		
	APC	AR8390	Netshelter Grounding Kit		KT	1		
	APC	AR8426	2U Horizontal Cable Organizer		EA	1		
	APC	AR8428	2U Horizontal Cable Organizer w/ Pass Thru	Black	EA	1		
	APC	AR8427	2U Patch Cord Organizer		EA	1		
	APC	AR3100BLK	19" wide Network Equipment Cabinet	42U Premium Base Enclosure Black	EA	1		
	APC	AR100	Netshelter -13U		EA	1		
	APC	AR3107	Cabinets with removeable side walls, front and back doors are mesh.		EA	1		
	APC	AR210BLK	19" wide Network Equipment Cabinet	42U Premium Expansion Enclosure Black	EA	1		
	APC	AP9475	InfraStru Xure Central Manager		EA	1		
	APC	AP95100	InfraStru Xure Central,100 Node License Only			1		
	APC	AP95500	InfraStru Xure Central,500 Node License Only		EA	1		
	APC	MXA008	APC Matrix	UPS Smartcell 4 ft Extender Cable Kit	EA	1		
	APC	AP9215	APC POWERVIEW UPS MGMT DISPLAY RACK MOUNT		EA	1		
	APC	AP9563	Rack Mount APC PDU		EA	1		
	APC	AP5017	17" Rack LCD Monitor Keyboard Mouse		EA	1		
	APC	ACF 501	Roof Fan Kit		EA	1		
	APC	3363MP-12B	12 Port Cat 5e Patch Panel		EA	1		
	APC		UPS 1500VA RM 2U 120V	Rack mount; 1 yr warranty	EA	1		
	APC		APC Smart 1500 Rack mount	XL 5U 208V, (2) L6 30R,(1) L6 20R, (2) 5 15R	EA	1		
	APC	P/N SYBT2	Symmetra RM 2-6k VA battery module	VA battery module	EA	1		
	APC		APC Smart 3000	120V, 2U rack mount/tower; 1yr warranty	EA	1		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
	APC		APC Smart 3000	3U Rack mount; 1 yr warranty	EA	1		
	APC		APC 3000 Extended Run Frame	3U Rack mount; 1 yr warranty	EA	1		
	APC	SYOPT5	APC Symmetra 15ft Extender Cable for 208/240V Tower Battery Cabinet		EA	1		
	APC		APC Symmetra 16kVA	UPS	EA	1		
	APC	SYBATT	APC Symmetra 4	16kVA Battery Module	EA	1		
	APC	SYPM	APC Symmetra 4	16kVA Power Module (4kVA)	EA	1		
	APC	SYRIM2	APC Symmetra 4	16kVA Redundant Intelligence Module	EA	1		
	APC	SYMIM5	APC SymmetraXL16000	16kVA Redundant Intelligence Module	EA	1		
	APC		APC Symmetra Basic 10	Battery XR Frame	EA	1		
	APC		APC Symmetra Basic 20	Battery XR Frame	EA	1		
	APC		APC Symmetra Basic 30	Battery XR Frame	EA	1		
	APC		16kVA Scalable to 16kVA N+1 Rack Mount	208/240V	EA	1		
	APC	SYAXR9B9	Power Array Cabinet-AC208V		EA	1		
	APC	SYARMXR3B3	Power Array Cabinet-Rack Mountable		EA	1		
	APC	SYMIM2	APC Symmetra Main Intelligence Module 2		EA	1		
	APC	SYMIM5	APC Symmetra LX Intelligence Module		EA	1		
	APC	SMARTCELLXR	SMARTCELLXR		EA	1		
	APC	AP9600	SmartSlot Expansion Chassis		EA	1		
	APC	AP9604BLK	Triple Chassis,Black		EA	1		
	APC	AP9612TH	UPS Environmental Monitoring SmartSlot Card		EA	1		
	APC	AP9619	UPS Network Management Card w/ Environmental Monitoring		EA	1		
	APC	AP9850	KVM Cable for PC servers (PS/2, VGA) - 10 ft/2.5m		EA	1		
	APC	AP9851	KVM Cable for PC servers (PS/2, VGA) - 25 ft/6.3m		EA	1		
	APC	AP9207	Share-UPS		EA	1		
	APC	940-0020B	Serial/Share-UPS cable		EA	1		
	APC	AR8210BLK	Roof Fan Tray (120 VAC) Black		EA	1		
	APC	AP9513	Door Switch Kit		EA	1		
	APC	AP9225EXP	MasterSwitch plus exp, 1U, 15A		EA	1		
	APC		Symmetra LX 16kVA		EA	1		
	APC	RBC44	Replacement Battery-Cartridge		EA	1		
	APC	RBC24	Replacement Battery-Cartridge		EA	1		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
	APC	RBC7	Replacement Battery-Cartridge		EA	1		
	APC	SYBT5	Symmetra LX OL 4K VA Batt-Mod		EA	1		
CCTV								
	Pelco	CM9760-MXB	Pelco Matrix Bay		EA	1		
	Pelco	CM9700-CC1	Matrix CPU		EA	1		
	Pelco	CM9700-NW1	Network Interface Unit		EA	1		
	Pelco	CM9760-HS	Matrix Hotswitch		EA	1		
	Pelco	CM9760-RPC	Rear Channel Card - output BNC's		EA	1		
	Pelco	CM9760-KBR	Pelco Matrix Keyboard		EA	1		
	Pelco	CM9760-CDU-T	Pelco Matrix Switcher Code Distribution Unit		EA	1		
	Pelco	CM9760-DT4	Pelco Matrix Switcher Data Translator RS422		EA	1		
	Pelco	CM9760-ALM	Pelco Matrix Switcher Alarm Interface Unit		EA	1		
	Pelco	CM9760-VCC	Video Matrix 16 Input Card for 9760		EA	1		
	Pelco	CM9760-VMC16	Pelco Matrix Switcher Video Output Card 16		EA	1		
	Pelco	CM9760-MPS	Pelco Matrix Switcher Bay Power Supply Redundant		EA	1		
	Pelco	CM9760-RPM	Pelco Matrix Switcher Rear Panel BNC Card Monitors		EA	1		
	Pelco	CM9760-DFL	Downframe card and cable for looping inputs		EA	1		
	Pelco	CM9760-DFC	Downframe Card		EA	1		
	Pelco	CM9760-MDA	Distribution Amp		EA	1		
	Pelco	CM9760-DT	Pelco Matrix Switcher ASCII Translator		EA	1		
	Pelco	CM9700-SER	Pelco Matrix Switcher RS422 Serial Card		EA	1		
	Pelco	PMC9A Monitor	9" color, high resolution (350 tvl), rack mountable. 120 VAC, NTSC.		EA	1		
	Pelco	PMC14F Monitor	14" color, high resolution, rack mountable. 120/230 VAC, NTSC/PAL.		EA	1		
	Pelco	PMCS19A Monitor	color, high resolution, rack adaptable. 120/230 VAC, NTSC/PAL.		EA	1		
	Pelco	TLR096	Pelco VCR		EA	1		
	Pelco	MX4009CD Multiplexer	Color, Duplex 9-channel. NTSC/120V.		EA	1		
	Pelco	MX4016CD	Multiplexer, 16 channel, Color, duplex		EA	1		
	Pelco		Endura Workstaton Software		EA	1		
	Pelco	CM9760MDD-EVS	CM9760 Matrix Digital Decoder		EA	1		
	Piccolo		PCI Capture Card		EA	1		
	Pelco	MCS8-5B	Camera Power Supply 24VAC, 8 Inputs, 5 Amp		EA	1		
	Pelco	NET5404T	4 channel H 264 Network Video Encoder		EA	1		
	Pelco	NET5402T	2 Channel H264 Network Video Encoder		EA	1		
	Pelco		Rack Chassis (fits yp to 12 NET5404's)		EA	1		
	Pelco		Rack Chassis Power Supply for NET5404		EA	1		
	Pelco		Network Storage Manager - 36 TB storage or larger		EA	1		
	Pelco / Endura		System Manager		EA	1		
	Pelco / Endura		Endura Workstation		EA	1		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
	Pelco / Endura		Endura Workstation Software		EA	1		
	Emcore	2801P-T-1310-ST	Video Transmitter		EA	1		
	Emcore	2801P-R-ST	Video Receiver		EA	1		
			1U Blanking Plate		EA	1		
			2U Blanking Plate		EA	1		
			4U Blanking Plate		EA	1		
			8U Blanking Plate		EA	1		
LAN								
	Nortel/Avaya	SR2101026	Secure Router 1004 4 ports active T1 VPN Bundle, (2) 10/100 Ethernet Ports, 32MB FLASH, 256MB SDRAM, AC power supply, OSPF, RIP, VLAN, BGP, Firewall, Multilink, VPN, Multicast, QoS		EA	1		
	Nortel/Avaya	SR0000017E5	10-port non-blocking 10/100/1000 Gigabit Ethernet Layer2/3 switch Medium Interface Module (MM)-10 RJ-45 and 2 SFP ports (Field Install)		EA	1		
	Nortel/Avaya	SR0000011E5	8 PORT t1/e1 Medium Interface Module (MM) (Field Install)		EA	1		
	Nortel/Avaya	SR2724001-10.1	Secure Router 4134 Software and Documentation kit. Version 10.1 (128bit)		EA	1		
	Nortel/Avaya	SR0000024E5	SR4134 High Performance Ipsec VPN Encryption Module. 1000 Ipsec Tunnels (Field Install)		EA	1		
	Nortel/Avaya	SR0002E03E5	Secure Router 2330, 3 Small Module Slots		EA	1		
	Nortel/Avaya	SR0000006E5	2-Port T1/E1 Small Interfaces		EA	1		
	Nortel/Avaya	SR0002E003E5	SR4134 Chassis Base System, 128MB Compact flash, 1GB DDR RAM. Software, fan tray, and dual AC PoE power supply included. (North American 10A/110-120V) power cord included		EA	1		
	Nortel/Avaya	DS1404066-E5	8692SF Switch Fabric/Enhanced CPU/Daughtercard		EA	1		
	Nortel/Avaya	AA1403001-E5	1-Port 10GBase-LR/LW XFP, Support SM Fiber up to 10		EA	1		
	Nortel/Avaya	AA1419001	1-port 1000Base-SX Gigabit Interface Converter (GBIC)		EA	1		
	Nortel/Avaya	AA1419002-E5	1-port 1000Base-LX Gigabit Interface Converter (GBIC)		EA	1		
	Nortel/Avaya	AA1419004	1-port 1000Base-ZX Gigabit Interface Converter (GBIC) - 70km		EA	1		
	Nortel/Avaya	AA1419041	1-port 1000Base-T Gigabit Interface Converter (GBIC), 8-pin modular connector (RJ-45).		EA	1		
	Nortel/Avaya	AA1419043	1-port 1000Base-T Small Form Pluggable (SFP), 8-pin modular connector (RJ-45).		EA	1		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
	Nortel/Avaya	AA1419069-E6	1-PORT 1000BASE-BX SFP GBIC, 1310NM WAVELENGTH		EA	1		
	Nortel/Avaya	AA1419070-E6	1-PORT 1000BASE-BX SFP GBIC, 1490NM WAVELENGTH		EA	1		
	Nortel/Avaya	AA1419076-E6	1000BASE-BX, 40KM REACH, SFP GBIC, 1310NM WAVELENGTH		EA	1		
	Nortel/Avaya	AA1419077-E6	1000BASE-BX, 40KM REACH, SFP GBIC, 1490NM WAVELENGTH		EA	1		
	Nortel/Avaya	DS1402001-E5	8010 10 slot chassis. Includes chassis, dual backplane,two fan trays,RS232 cable for management console,rack mount kit,and cable guide kit. Requires at least one power supply,up to three power supplies supported.		EA	1		
	Nortel/Avaya	DS1411022-E6	8000 Series 256MB PCMCIA flash memory card. For use with 8691SF, 8691SF/256, 8690SF and 8393SF modules.		EA	1		
	Nortel/Avaya		Passport 8000 Routing Switch Software Kit; Minimum version v4.1 (Software license, Device Manager, and complete SW documentation set).		EA	1		
	Nortel/Avaya	DS1404102-E6	8648GBRS 48 SFP Module		EA	1		
	Nortel/Avaya	DS1404110-E6	8648GTRS 48 10/100/1000 Module		EA	1		
	Nortel/Avaya	DS1404066	8692SF Switch Fabric/CPU		EA	1		
	Nortel/Avaya	DS1404097-E6	8612XLRs 12 XFP 10GE LAN		EA	1		
	Nortel/Avaya	DS1405012-E5	8005AC 100-240 VAC 1140W/1462W Power Supply		EA	1		
	Nortel/Avaya	DS1410026	8000 RTNG SWITCH SW LIC V5.0-PREMIER		EA	1		
	Nortel/Avaya	DS1411012	8600 Console Cable.		EA	1		
	Nortel/Avaya	DS1411017-E6	8010 CMHS FAN TRAP	For use with ERS8600 "RS"	EA	1		
	Nortel/Avaya	DM0016028	Premium Routing License		EA	1		
	Nortel/Avaya	EB1639092E5	VPN gateway 3050 - Fixed configuration-1U - Four 10/100/1000 ports. 50 User SSL VPN/IPsec license included.		EA	1		
	Nortel/Avaya	EB1639124E5	VPN Gateway 3070 - Fixed configuration 1U - Four 10/100/1000 copper ports. 50 User SSL VPN/IPsec license included.		EA	1		
	Nortel/Avaya	AL1001E05-E5	5520-48T Power 10/ 100/1000 Ethernet Routing Switch		EA	1		
	Nortel/Avaya	AL1001E07-E5	Ethernet Routing Switch 5530-24TFD		EA	1		
	Nortel/Avaya	AL1001E11-E5	ERS5698TFD-PWR		EA	1		
	Nortel/Avaya	AL1905E01-E5	ERS5600 Redundant 1000W		EA	1		
	Nortel/Avaya	AL1001E13-E5	ERS 5650TD-PWR		EA	1		
	Nortel/Avaya	AL1905E02-E5	ERS5600 Redundant 600W		EA	1		
	Nortel/Avaya	AL1001E15-E5	ERS 5632FD		EA	1		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
	Nortel/Avaya	AL1905E03-E5	ERS 5600 Redundant 300W		EA	1		
	Nortel/Avaya	AL1016005	ERS 5600 Premium Routing License		EA	1		
	Nortel/Avaya	AA1419013	1-port 1000Base-SX Small Form Factor Pluggable GBIC (mini-GBIC, connector type: LC).		EA	1		
	Nortel/Avaya	AA1419014	1-port 1000Base-SX Small Form Factor Pluggable GBIC (mini-GBIC, connector type: MT-RJ).		EA	1		
	Nortel/Avaya	AA1419015-E5	1-port 1000Base-LX Small Form Factor Pluggable GBIC (mini-GBIC, connector type: LC).		EA	1		
	Nortel/Avaya	AA1419042	1-port 1000Base-T Gigabit Interface Converter (GBIC), 8-pin modular connector (RJ-45) for BayStack products only.		EA	1		
	Nortel/Avaya	A1419048-E6	1 Port 1000 Base SX Converter		EA	1		
	Nortel/Avaya	AA1419049-E6	1 Port 1000 Base LX Converter		EA	1		
	Nortel/Avaya	AA1419052-E6	1 Port 1000 Base ZX Converter		EA	1		
	Nortel/Avaya	AA1419041-E5	1 Port 1000 Base T GBIC 8 Pin		EA	1		
	Nortel/Avaya	AA1419043-E6	1 Port 1000 Base T Small Form		EA	1		
	Nortel/Avaya	DS1404120-E5	Ethernet Routing Switch 8695 SF		EA	1		
	Nortel/Avaya	RNW-EB1412026E5C3	7X24X everyday 4-hour on-site Matenance for Alteon 2424		EA	1		
	Nortel/Avaya	GF6300AXW	Maintenance on SR2330		EA	1		
	Nortel/Avaya	7932	15 Foot 50 pin to male V.35 SCSI Cable		EA	1		
	AVAYA	WL81AP200E6	WLAN AP 8120 - 802.11a/b/n/g.	Indoor Dual Radios, Single PoE Ethernet Port Support, Internal Antenna	EA	1		
	AVAYA	WL81WCE16E5	WLAN Controller - 2x10GigE (XFP) and 12x10/100/1000BASE-T and 12xGigE (SFP) Ports.	License for 16 AP's with available key to go to 64 AP's	EA	1		
	AVAYA	WL81MG000-1.1	WLAN 8100 Management System (Rel 1.1)	Base Management S/W with Support for 64 AP's (upgradable to 2000 AP's)	EA	1		
	AVAYA	WL81AE200E6	External Antenna	802.11 a/b/g/n antenna for use with WLAN Access Point 8120	EA	1		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
	AVAYA	WL81AT180E6	WLAN 8100 External Dual Band MIMO Antenna	180o for WL81AE2xxE6; Single Antenna for 2 Radios 6 Elements, Can be used Indoor or Outdoor	EA	1		
	AVAYA	WL81AT010E6	External Antenna	802.11 a/b/g/n antenna for use with WLAN Access Point 8120E	EA	1		
	AVAYA	WL81A0200E6	WLAN AP 8120O - a/b/g/n	Outdoor Access Point (AP)	EA	1		
	Checkpoint	UTM-1 134	Firewall, identity awareness, Awareness, application control, network policy mgt. Endpoint Policy Mgt., Logging and status blades w/software subscription & standard Support 12 months		EA	1		
	Checkpoint	UTM-1-134HA	Firewall, identity awareness, Awareness, application control, network policy mgt. Endpoint Policy Mgt., Logging and status blades w/software subscription & standard Support 12 months High Availability Minimum Qty 2		EA	2		
	Checkpoint		URL Filtering Blade for 1 year		EA	1		
	Checkpoint		URL Filtering Blade for 1 year HA Min Qty 2		EA	2		
	Checkpoint		Anti-Spam & E:mail Security 1 year		EA	1		
	Checkpoint		Anti-Spam & E:mail Security 1 year HA Min qty 2		EA	2		
	Checkpoint		Anti-Virus & Anti-malware for 1 year		EA	1		
	Checkpoint		Anti-Virus & Anti-malware for 1 year HA min. Qty 2		EA	2		
	Checkpoint	UTM-1 138	8 gateway blades and Mgt. Blades: firewall, Identity Awareness, IPSec VPN, IPS, Anti Spam & E:mail Security, URL Filtering, Anti Virus & Anti Malaware, Network Policy Mgt., Application control, Endpoint Policy Mgt. And Logging & sttaus w/ software subscription & standard Support 12 months.		EA	1		
	Checkpoint	UTM-1 138HA	8 gateway blades and Mgt. Blades: firewall, Identity Awareness, IPSec VPN, IPS, Anti Spam & E:mail Security, URL Filtering, Anti Virus & Anti Malaware, Network Policy Mgt., Application control, Endpoint Policy Mgt. And Logging & sttaus w/ software subscription & standard Support 12 months. HA Min qty 2		EA	2		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
	Checkpoint		IPS Blade for 1 year		EA	1		
	Checkpoint		IPS Blade for 1 year HA Min qty 2		EA	2		
	Checkpoint		Data Loss Prevention for 1 year		EA	1		
	Checkpoint		Checkpoint advanced networking blade w/ software subscription & standard support 12 months		EA	1		
	Checkpoint		Checkpoint advanced networking blade w/ software subscription & standard support 12 months HA min qty 2		EA	2		
	Checkpoint		Checkpoint Acceleration & clustering blade w/ software subscription & standard support 12 months		EA	1		
	Checkpoint		Checkpoint Acceleration & clustering blade w/ software subscription & standard support 12 months HA min qty 2		EA	2		
	Checkpoint		Mobile access blade w/software subscription & standard support 12 months		EA	1		
	Checkpoint		Mobile access blade w/software subscription & standard support 12 months HA min qty 2		EA	2		
	Checkpoint	SG 82	Gateway 82 appliance 2 security blades: firewall & VPN w/ software subscription & Standard Support 12 months		EA	1		
	Checkpoint	SG 82HA	Gateway 82 appliance 2 security blades: firewall & VPN w/ software subscription & Standard Support 12 months HA Min qty 2		EA	2		
	Checkpoint		Checkpoint Application control blade for 1 year		EA	1		
	Checkpoint		Checkpoint Application control blade for 1 year HA Min qty 2		EA	2		
	Checkpoint	CPAP-SG2210	Check Point 2210 appliance; 10 software blades - Firewall, VPN, IPS, Application Control, Mobile Access, URL Filtering, Antivirus, Anti-spam, Identity Awareness and Advanced Networking & Clustering	Includes software subscription & Standard Support 12 months	EA	1		
	Checkpoint	CPAP-SG2210-HA	Check Point 2210 appliance; 10 software blades - Firewall, VPN, IPS, Application Control, Mobile Access, URL Filtering, Antivirus, Anti-spam, Identity Awareness and Advanced Networking & Clustering; HA Min qty 2	Includes software subscription & Standard Support 12 months	EA	2		
	Checkpoint		Mobile access blade w/software subscription & standard support 12 months	For SG2200 series appliance	EA	1		
	Checkpoint		Mobile access blade w/software subscription & standard support 12 months HA min qty 2	For SG2200-HA series appliance	EA	2		
	Checkpoint		Anti-BOT blade w/software subscription & standard support 12 months	For SG2200 series appliance	EA	1		
	Checkpoint		Anti-BOT blade w/software subscription & standard support 12 months HA min qty 2	For SG2200-HA series appliance	EA	2		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
	Checkpoint	CPAP-SG4210	Check Point 4210 appliance; 10 software blades - Firewall, VPN, IPS, Application Control, Mobile Access, URL Filtering, Antivirus, Anti-spam, Identity Awareness and Advanced Networking & Clustering	Includes software subscription & Standard Support 12 months	EA	1		
	Checkpoint	CPAP-SG4210-HA	Check Point 4210 appliance; 10 software blades - Firewall, VPN, IPS, Application Control, Mobile Access, URL Filtering, Antivirus, Anti-spam, Identity Awareness and Advanced Networking & Clustering; HA Min qty 2	Includes software subscription & Standard Support 12 months	EA	2		
	Checkpoint		Mobile access blade w/software subscription & standard support 12 months	For SG4200 series appliance	EA	1		
	Checkpoint		Mobile access blade w/software subscription & standard support 12 months HA min qty 2	For SG4200-HA series appliance	EA	2		
	Checkpoint		Anti-BOT blade w/software subscription & standard support 12 months	For SG4200 series appliance	EA	1		
	Checkpoint		Anti-BOT blade w/software subscription & standard support 12 months HA min qty 2	For SG4200-HA series appliance	EA	2		
	Checkpoint	CPAC-4-1C	4 Port 10/100/100Base-T RJ45 interface card		EA	1		
	Checkpoint	CPAC-4-1F	4 Port 1000Base-F SFP interface card; requires additional 1000Base SFP transceiver modules per interface port		EA	1		
	Checkpoint	CPAC-TR-1SX	SFP transceiver module for 1G fiber ports - short range (1000Base-SX) for CPAC-4-1F		EA	1		
	Checkpoint	CPAC-TR-1LX	SFP transceiver module for 1G fiber ports - long range (1000Base-LX) for CPAC-4-1F		EA	1		
	Checkpoint	CPAC-RAILS	Slide RAILS for Check Point Appliances		EA	1		
	ADTRAN	4200169L1	4 Port 1000Base-F SFP interface card; requires additional 1000Base SFP transceiver modules per interface port CPAC-4-1F	TSU ESP with Ethernet; 1yr warranty (24/7 on-site everyday, 4 hour repair)	EA	1		
	ADTRAN	4202076L9	SFP transceiver module for 1G fiber ports - short range (1000Base-SX) for CPAC-4-1F CPAC-TR-1SX	TSU 600e w/Dual AC Power; 1yr warranty (24/7 on-site everyday, 4 hour repair)	EA	1		
	ADTRAN	1200055L1#HS	SFP transceiver module for 1G fiber ports - long range (1000Base-LX) for CPAC-4-1F CPAC-TR-1LX	TSU DSX-1 Module plug in module	EA	1		
	ADTRAN	1200114L1	Spares and Accessories SKU	TSU DSX-1 Module plug on module	EA	1		
	ADTRAN	1200065L1	Slide RAILS for Check Point Appliances CPAC-RAILS	TSU Drop and Insert Module	EA	1		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
	ADTRAN	1200080L1#HS	TSU Dual FXS Plus (MW) Plug-in Module	TSU Dual FXS Plus (MW) Plug-in Module	EA	1		
	ADTRAN	1200082L1#HS	TSU Dual FXS Plus (MW) Plug-On	TSU Dual FXS Plus (MW) Plug-On	EA	1		
	ADTRAN	1200103L2	TSU Dual FXO Plug-in Module	TSU Dual FXO Module	EA	1		
	ADTRAN	1200104L2	TSU Dual FXO Plug-on Module	TSU Dual FXO Module	EA	1		
	ADTRAN	1200230L1	TSU Dual OCU DP Plug-in Module	TSU Dual OCU DP Module	EA	1		
	ADTRAN	1200231L1	TSU Dual OCU DP Plug-on Module	TSU Dual OCU DP Module	EA	1		
	ADTRAN	1202300L1	TSU Quad FXS Plus Plug-in Module	2nd Generation Module	EA	1		
	ADTRAN	1202350L1	TSU Router Plug-in Module	TSU Router Plug-in Module	EA	1		
	Adtran	1200202L1	Duel Esp Mounting Shelf (stand alone)		EA	1		
	BlackBox	SW622A-R3	ServSwitch KVM	Keyboard, Video, Mouse (KVM) for 4 PCs	EA	1		
	BlackBox	KV824A	ServSwitch KVM	Keyboard, Video, Mouse (KVM) for 4 PCs	EA	1		
	BlackBox	EHN151-0010	ServSwitch KVM Cables	10ft cable for KVM	EA	1		
	BlackBox	EHN485-0010	ServSwitch KVM Cables	10ft cable for KVM	EA	1		
	BlackBox	EHN810-0008	ServSwitch KVM Cables	8ft cable for KVM	EA	1		
	Paragon	P2-EUST	Enhanced User Station		EA	1		
	Ratitan	SX DSXA-48-AC	Dominion 48 Port Serial Console		EA	1		
	Ratitan	P2-UMT1664M	64 port IP centric KVM base unit	64 port paragon 2	EA	1		
	Ratitan	P2-UMT1664S	64 port IP centric KVM Stack unit	64 port paragon 2	EA	1		
	Ratitan	P2-UMT242	42 port IP centric KVM base unit	42 port paragon 2	EA	1		
	Ratitan	P2-UMT832M	32 port IP centric KVM base unit	32 port paragon 2	EA	1		
	Ratitan	P2CIM-APS2	TRANSMITTER (PS2)	TRANSMITTER	EA	20		
	Ratitan	P2CIM-APS2-32PAC	Transmitter (Bulk 32 units)	Transmitter	EA	1		
	Ratitan	P2CIM-APS2-64PAC	Transmitter (Bulk 64 units)	Transmitter that supports automatic skew compensation	EA	1		
	Ratitan	P2CIM-AUSB	Transmitter (USB)	Transmitter	EA	1		
	Ratitan	P2-UST1P1	USER STATION	USER STATION	EA	1		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
	Ratitan	URKVMG	RECEIVER	RECEIVER	EA	1		
	Ratitan	UKVMSPD	LOCAL PC CONNECTION	LOCAL PC CONNECTION	EA	1		
	Interlink	VP2500	Durapoint Industrial Mouse		EA	1		
	Interlink	VP2501	Durapoint Industrial Mouse, pointing Stick		EA	1		
	Adaptive	9160C	LED Displays	Scroll messages;1yr warranty	EA	1		
	Adaptive	4240C	LED Displays	Scroll messages;1yr warranty	EA	1		
	Adaptive	9080C	LED Displays	Scroll messages;1yr warranty	EA	1		
	Adaptive	1088-1114B	Alpha Etherent Adapter Kit II		EA	1		
	Adaptive	11429002A	Controller Board for Adaptive 9160C LED		EA	1		
	Adaptive	11409013	Network Option Board for Adaprive 9160C Led		EA	1		
	Adaptive	11421113E	Cased 9160TRI,P1142 Alpha Premiere Ethernet		EA	1		
	Apple		Mac Mini	Minimum specifications: Intel 2.3 GHz CPU; 4GB RAM; 500GB HDD; 256MB memory for graphics, not shared with 4G RAM; 3yr warranty	EA	1		
	Apple		Airport Extreme Base Station		EA	1		
	Apple		Mini Display Port to VGA Adapter		EA	1		
	Apple		Mini Display Port to DVI Adapter		EA	1		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
	Samsung		40" LCD Monitor	Minimums: resolutions: all at 60Hz, 800x600,1024x768, 1280x768,1600x 1200;typical brightness> 450 cd/m2; typical contrast ratio> 600:1; typical LCD response time <=15 ms; viewable image size = 40"; 3yr warranty including image retention	EA	1		
	Samsung		46" LCD Monitor	Minimums: resolutions: all at 60Hz, 800x600,1024x768, 1280x768,1600x 1200;typical brightness> 450 cd/m2; typical contrast ratio> 600:1; typical LCD response time <=15 ms; viewable image size = 46"; 3yr warranty including image retention	EA	1		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
	Samsung		55" or 57" LCD Monitor	Minimums: resolutions: all at 60Hz, 800x600,1024x768, 1280x768,1600x 1200;typical brightness> 450 cd/m2; typical contrast ratio> 600:1; typical LCD response time <=15 ms; viewable image size >= 55"; 3yr warranty including image retention	EA	1		
	Samsung		40" LCD Monitor with LED backlight & speakers	Minimums: resolutions: all at 60Hz, 800x600,1024x768, 1280x768,1600x 1200;typical brightness> 450 cd/m2; typical contrast ratio> 600:1; typical LCD response time <=15 ms; viewable image size = 40"; 3yr warranty including image retention	EA	1		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
	Samsung		46" LCD Monitor with LED backlight & speakers	Minimums: resolutions: all at 60Hz, 800x600,1024x768, 1280x768,1600x 1200;typical brightness> 450 cd/m2; typical contrast ratio> 600:1; typical LCD response time <=15 ms; viewable image size = 46"; 3yr warranty including image retention	EA	1		
	Samsung		55" or 57" LCD Monitor with LED backlight & speakers	Minimums: resolutions: all at 60Hz, 800x600,1024x768, 1280x768,1600x 1200;typical brightness> 450 cd/m2; typical contrast ratio> 600:1; typical LCD response time <=15 ms; viewable image size >= 55"; 3yr warranty including image retention	EA	1		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
	Samsung		40" LCD Monitor with LED backlight	Minimums: resolutions: all at 60Hz, 800x600,1024x768, 1280x768,1600x 1200;typical brightness> 450 cd/m2; typical contrast ratio> 600:1; typical LCD response time <=15 ms; viewable image size = 40"; 3yr warranty including image retention	EA	1		
	Samsung		46" LCD Monitor with LED backlight	Minimums: resolutions: all at 60Hz, 800x600,1024x768, 1280x768,1600x 1200;typical brightness> 450 cd/m2; typical contrast ratio> 600:1; typical LCD response time <=15 ms; viewable image size = 46"; 3yr warranty including image retention	EA	1		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
	Samsung		55" or 57" LCD Monitor with LED backlight	Minimums: resolutions: all at 60Hz, 800x600,1024x768, 1280x768,1600x 1200;typical brightness> 450 cd/m2; typical contrast ratio> 600:1; typical LCD response time <=15 ms; viewable image size >= 55"; 3yr warranty including image retention	EA	1		
	NEC		32" LCD Monitor	Minimums: resolutions: all at 60Hz, 800x600,1024x768, 1280x768,1600x 1200;typical brightness> 450 cd/m2; typical contrast ratio> 600:1; typical LCD response time <=15 ms; viewable image size = 32"; 3yr warranty including image retention	EA	1		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
	NEC		40" LCD Monitor	Minimums: resolutions: all at 60Hz, 800x600,1024x768, 1280x768,1600x 1200;typical brightness> 450 cd/m2; typical contrast ratio> 600:1; typical LCD response time <=15 ms; viewable image size = 40"; 3yr warranty including image retention	EA	1		
	NEC		46" LCD Monitor	Minimums: resolutions: all at 60Hz, 800x600,1024x768, 1280x768,1600x 1200;typical brightness> 450 cd/m2; typical contrast ratio> 600:1; typical LCD response time <=15 ms; viewable image size = 46"; 3yr warranty including image retention	EA	1		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
	NEC		55" or 57" LCD Monitor	Minimums: resolutions: all at 60Hz, 800x600,1024x768, 1280x768,1600x 1200;typical brightness> 450 cd/m2; typical contrast ratio> 600:1; typical LCD response time <=15 ms; viewable image size >= 55"; 3yr warranty including image retention	EA	1		
	NEC		40" LCD Monitor with LED backlight	Minimums: resolutions: all at 60Hz, 800x600,1024x768, 1280x768,1600x 1200;typical brightness> 450 cd/m2; typical contrast ratio> 600:1; typical LCD response time <=15 ms; viewable image size = 40"; 3yr warranty including image retention	EA	1		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
	NEC		46" LCD Monitor with LED backlight	Minimums: resolutions: all at 60Hz, 800x600,1024x768, 1280x768,1600x 1200;typical brightness> 450 cd/m2; typical contrast ratio> 600:1; typical LCD response time <=15 ms; viewable image size = 46"; 3yr warranty including image retention	EA	1		
	NEC		55" or 57" LCD Monitor with LED backlight	Minimums: resolutions: all at 60Hz, 800x600,1024x768, 1280x768,1600x 1200;typical brightness> 450 cd/m2; typical contrast ratio> 600:1; typical LCD response time <=15 ms; viewable image size >= 55"; 3yr warranty including image retention	EA	1		
	Sharp		45-50" LCD Television with stereo speakers, component video, composite video, HDMI, type F connectors	AQUOS model	EA	1		
	Sharp		60" or larger LCD Television with stereo speakers, component video, composite video, HDMI, type F connectors	AQUOS model	EA	1		
			Speakers for 32" NEC LCD monitor	Pair	EA	1		
			Speakers for 40" NEC LCD monitor	Pair	EA	1		
			Speakers for 46" NEC LCD monitor	Pair	EA	1		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
			Speakers for 55" or 57" NEC LCD monitor	Pair	EA	1		
	BOSE	BOSE 161	11"x4.12" Speakers w/mpount included		EA	1		
			Speakers for 40" Samsung LCD monitor	Pair	EA	1		
			Speakers for 55" or 57" Samsung LCD monitor	Pair	EA	1		
	Planar Systems	750-0612	DC Power Module		EA	1		
	Peerless	6' field cut	1-1/2" Cord Wrap		EA	1		
	Peerless	4-6' Adjustable	1-1/2" Pipe Extension		EA	1		
	Peerless	JMW 2665	29" Clg. Mount		EA	1		
	Peerless	JMW 2665H	29" Wall Mount		EA	1		
	Peerless	FSP 1000	Adjustable Wall Mt.		EA	1		
	Peerless	PLA-1	Adjustable Wall Mt.		EA	1		
	Peerless	PLB-1	Clg Mount		EA	1		
	Peerless	PLCM-1CP	Clg Mount		EA	1		
	Peerless	CMJ470	Cig adapter		EA	1		
	Peerless	ACC 666	CRT Strap		EA	1		
	Peerless	MIS-383	DDC Mount		EA	1		
	Peerless	MM7875	DDC Mount		EA	1		
	Peerless	PLP UN-1	Display Adapter		EA	1		
	Peerless	PLP-VESAPDA	Display Adapter		EA	1		
	Peerless	SF640	Fixed Wall Mount		EA	1		
	Peerless	SF660	Fixed Wall Mount		EA	1		
	Peerless	PLP-V6X4	Adapter Plate for VESA 600x400 Screens		EA	1		
	Peerless	SF650	32" to 50" LCD & Plasma	Wall Mount, Fixed, Landscape	EA	1		
	Peerless	ST650	32" to 50" LCD & Plasma	Wall Mount, tilt, Landscape	EA	1		
	Peerless	SF16D	22" to 71" LCD & Plasma	Wall Mount, Fixed, Portrait, 16" Stud Centers	EA	1		
	Peerless	ST16D	22" to 71" LCD & Plasma	Wall Mount, tilt, Portrait, 16" Stud Centers	EA	1		
	Peerless	SF24D	22" to 71" LCD & Plasma	Wall Mount, Fixed, Portrait, 24" Stud Centers	EA	1		
	Peerless	ST24D	22" to 71" LCD & Plasma	Wall Mount, tilt, Portrait, 24" Stud Centers	EA	1		
	Peerless	SF670	42" to 71" LCD & Plasma	Fixed, Landscape	EA	1		
	Peerless	ST670	42" to 71" LCD & Plasma	Tilt, Landscape	EA	1		
	Peerless	PLA50	32" to 50" LCD & Plasma Articulating	Wall Arm, Landscape	EA	1		
	Peerless	SA745P	32" to 45" LCD & Plasma Articulating	Wall Arm, Portrait	EA	1		
	Peerless	MIS495	Custom Ceiling Mac Mini PC Holder		EA	1		
	Peerless	ST640	Tilt Wall Mount		EA	1		
	Peerless	SF640	Flat screen ceiling mount w/ tilt option		EA	1		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
	Cernium	ExitSentry	Exit Lane monitoring system	Configured and tested for Philadelphia International Airport Exit Lanes; 1 year warranty on hardware and software	EA	1		
<b>Common Use Equipment (EASE)</b>								
	Burr-Brown	TM8501-2020	Input Devices		EA	1		
	Lantronix	UDS-10	Terminal Servers		EA	1		
	Dell	Optiplex 990 SFF	Minimum requirements: 3.0 GHz INTEL CPU, 4GB RAM, 500GB HDD, Win7 Pro )	EASE Workstation	EA	1		
	Dell	E190S	Dell 19" LCD Monitor	EASE Workstation Monitor	EA	1		
	Dell	NetXtreme 5721	Dell NetXtreme 5721 Single Port Gigabit Ethernet PCI-Express	EASE Workstation NIC	EA	1		
	StarTech	16C950	StarTech 4-Port Buffered PCI Serial Card	EASE Workstation Serial Card	EA	1		
	Access	ATB 421	Access ATB 421 Integrated MS/OCR Keyboard	EASE keyboard	EA	1		
	Vidtronix	COMBO MAP	Vidtronix MAP Combo Printer (with Vidtronix COMBO MAP cabinet)	EASE ATB/BTP Printer	EA	1		
	Epson	FX-890N	Epson FX-890N Dot Matrix Printer	EASE General Purpose Printer	EA	1		
	Access	BGR120S	Access 1D-2D Bar Code Boarding Gate Reader	EASE Boarding Gate Reader	EA	1		
	AirIT	EASE CUSS Kiosk	Check-in kiosk for multiple airlines running CUSS compliant software. Kiosk includes all hardware, software and licences to support multiple airline's CUSS kiosk requirements for boarding pass and bag tag printing	1 year of maintenance and support for all hardware				
	AirIT	EASE Kiosk	Check-in kiosk for multiple airlines running airline specific image software. Kiosk includes all hardware, software and licences to support multiple airline's kiosk requirements for boarding pass and bag tag printing	1 year of maintenance and support for all hardware				

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
	DELL	EASE Server	Minimum specifications: DELL R710 or R715 Server; 12GB Memory (6x2GB), 1333MHz; Embedded Broadcom, GB Ethernet NICS with TOE and ISCSI Offload Enabled - Quantity 2; Intel Xeon CPU, 2.66Ghz, 12M Cache,Turbo, HT, 1333MHz Max Mem; PERC H700 Integrated RAID Controller, 512MB Cache, x8; 1TB 7.2K RPM Near-Line SAS 6Gbps 2.5in Hotplug Hard Drive - Quantity 6; 146GB 10K RPM SA SCSI 6Gbps 2.5in Hotplug Hard Drive - Quantity 2; Broadcom 5709 Dual Port 1GbE NIC w/TOE iSCSI, PCIe-4 - Quantity 2; iDRAC6 Enterprise, SATA DVD/CD ROM; Riser with 2 PCIe x8 + 2 PCIe x4 Slot; RAID 1/RAID 5 for H700 or PERC 6/i Controllers; ReadyRails Sliding Rails With CableManagement Arm; Redundant High Output Power Supplies	Next Business Day Hardware Service & Technical Support for 4 years	EA	1		
	DELL	Database Server	Minimum specifications: DELL R710 or R715 Server; 24GB Memory (12x2GB), 1333MHz; 8 GB Fibre Channel HBA - Quantity 2; Intel Xeon CPU, 2.66Ghz, 12M Cache,Turbo, HT, 1333MHz Max Mem - Quantity 2; PERC H700 Integrated RAID Controller, 512MB Cache, x8; 146GB 10K RPM SA SCSI 6Gbps 2.5in Hotplug Hard Drive - Quantity 2; Broadcom 5709 Dual Port 1GbE NIC w/TOE iSCSI, PCIe-4; iDRAC6 Enterprise, SATA DVD/CD ROM; Riser with 2 PCIe x8 + 2 PCIe x4 Slot; RAID 1/RAID 5 for H700 or PERC 6/i Controllers; ReadyRails Sliding Rails With CableManagement Arm; Redundant High Output Power Supplies	4-Hour 7x24 On-Site Service with Emergency Dispatch & Technical Support for 4 years	EA	1		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
	DELL	AD Server	Minimum specifications: DELL R410 or R415 Server; 12GB Memory (6x2GB), 1333MHz; Embedded Broadcom, 1GB Ethernet NIC with TOE and iSCSI Offload Enabled - Quantity 2; Intel Xeon CPU, 2.66Ghz, 12M Cache,Turbo, HT, 1333MHz Max Mem; PERC H700 Integrated RAID Controller, 512MB Cache, x8; 1TB 7.2K RPM Near-Line SAS 6Gbps 2.5in Hotplug Hard Drive - Quantity 6; 146GB 10K RPM SA SCSI 6Gbps 2.5in Hotplug Hard Drive - Quantity 2; Broadcom 5709 Dual Port 1GbE NIC w/TOE iSCSI, PCIe-4 - Quantity 2; iDRAC6 Enterprise, SATA DVD/CD ROM; Riser with 2 PCIe x8 + 2 PCIe x4 Slot; RAID 1/RAID 5 for H700 or PERC 6/i Controllers; ReadyRails Sliding Rails With CableManagement Arm; Redundant High Output Power Supplies	Next Business Day Hardware Service & Technical Support for 4 years	EA	1		
	DELL	DDS Server	Minimum specifications: DELL R410 or R415 Server; 12GB Memory (6x2GB), 1333MHz; Embedded Broadcom, 1GB Ethernet NIC with TOE and iSCSI Offload Enabled - Quantity 2; Intel Xeon CPU, 2.66Ghz, 12M Cache,Turbo, HT, 1333MHz Max Mem; PERC H700 Integrated RAID Controller, 512MB Cache, x8; 1TB 7.2K RPM Near-Line SAS 6Gbps 2.5in Hotplug Hard Drive - Quantity 6; 146GB 10K RPM SA SCSI 6Gbps 2.5in Hotplug Hard Drive - Quantity 2; Broadcom 5709 Dual Port 1GbE NIC w/TOE iSCSI, PCIe-4 - Quantity 2; iDRAC6 Enterprise, SATA DVD/CD ROM; Riser with 2 PCIe x8 + 2 PCIe x4 Slot; RAID 1/RAID 5 for H700 or PERC 6/i Controllers; ReadyRails Sliding Rails With CableManagement Arm; Redundant High Output Power Supplies	Next Business Day Hardware Service & Technical Support for 4 years	EA	1		
<b>Security &amp; ID Badging</b>								
	Digi International	EIA422	Etherlite 162	Serial to Ethernet converter box	EA	1		
	Samsung	SCC-C4335	Digital CCD Color Camera (ID Badging)		EA	1		
	Altronix	TP2450	Power Supply 24 Vac		EA	1		
	ID Card System	3943-1020	Stapler-Style Slot Punch		EA	1		
	ID Scan		ScanShell drivers license scanner			1		
	Comnet	FVT41M1	4-ch analog video transmitter, mm, ComFit		EA	1		
	Comnet	FVR41M1	4-ch analog video receiver, mm, ComFit		EA	1		
	Comnet	FVT1001M1	1-ch analog video transmitter, mm, ComFit		EA	1		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
	Comnet	PS9VDC	power adapter		EA	1		
	Comnet	FVR1001M1	1-ch analog video receiver, mm, ComFit		EA	1		
	Comnet	FDX60M2	1-ch multi-protocol serial data transceiver, 2 mm fibers, Comnet		EA	1		
	Comnet	FVR1021M1	1-ch analog video receiver/data transmitter, 1 mm fiber, Comnet		EA	1		
	Comnet	FVT1021M1	1-ch analog video transmitter/data receiver, 1 mm fiber, Comnet		EA	1		
	Comnet	FVR1031M1	1-ch analog video receiver/data transceiver, 1 mm fiber, Comnet		EA	1		
	Comnet	FVT1031M1	1-ch analog video transmitter/data transceiver, 1 mm fiber, Comnet		EA	1		
	Comnet	FVR1021S1	1-ch analog video receiver/data transmitter, 1 sm fiber, Comnet		EA	1		
	Comnet	FVT1021S1	1-ch analog video transmitter/data receiver, 1 sm fiber, Comnet		EA	1		
	Comnet	C1-US	19-inch card cage, 14 slots, 4 RU, with integral power supply		EA	1		
	Comnet	FVT10D1A2C1S1	1-ch simplex analog video and audio transmitter, 1 sm fiber, ComFit		EA	1		
	Comnet	FVR10D1A2C1S1	1-ch simplex analog video and audio receiver, 1 sm fiber, ComFit		EA	1		
	Comnet	FVT41S1	4-ch analog video transmitter, sm, ComFit		EA	1		
	Comnet	FVR41S1	4-ch analog video receiver, sm, ComFit		EA	1		
	Comnet	FDX60S2	1-ch multi-protocol serial data transceiver, 2 sm fibers, Comnet		EA	1		
	Comnet	FVT160M1	16-ch analog video transmitter, mm, includes C1-US		EA	1		
	Comnet	FVR160M1	16-ch analog video receiver, mm, includes C1-US		EA	1		
	Fiber Options	S704VT-RST	4-CH VIDEO TX M/M RACK MNT.		EA	1		
	Fiber Options	S704VT-EST	VIDEO TX M/M STAND ALONE		EA	1		
	Fiber Options	S704VR-RST	4-CH VIDEO RX M/M RACK MNT.		EA	1		
	Fiber Options	S701VT-EST	VIDEO TX M/M STAND ALONE		EA	1		
	Fiber Options	610P	POWER ADAPTER 117VAC IN 12VAC OUT		EA	1		
	Fiber Options	S701VT-RST	VIDEO RX M/M RACK MNT.		EA	1		
	Fiber Options	S711D-RST2	Video RX M/M Rack Mnt. With data		EA	1		
	Fiber Options	S730DVR-RST1	VIDEO RX M/M RACK MNT.WITH DATA		EA	1		
	Fiber Options	S730DVR-RST2	VIDEO RX M/M RACK MNT.WITH DATA		EA	1		
	Fiber Options	S730DVT-EST1	VIDEO TX M/M STAND ALONE WITH DATA		EA	1		
	Fiber Options	S730DVT-EST2	VIDEO TX M/M STAND ALONE WITH DATA		EA	1		
	Fiber Options	S732DVR-EST1	Digital Video & Data Receiver, wall mount, 1 Fiber		EA	1		
	Fiber Options	S732DVR-RST1	Digital Video & Data Receiver, Rack Mount 1 Fiber		EA	1		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
	Fiber Options	S732DVT-EST1	Digital Video & Data Transmitter, Wall Mount, 1 Fiber		EA	1		
	Fiber Options	S732DVT-RST1	Digital Video & Data Transmitter, rack Mount, 1 Fiber		EA	1		
	Fiber Options	S704VT-EST	4 channel stand alone multiplexer		EA	1		
	Fiber Options	S7730DVR-RST1	Rack Mount Receiver		EA	1		
	Fiber Options	S7730DVT-EST1	Stand Alone Transmitter		EA	1		
	Fiber Options	614P	Power Supply		EA	1		
	Fiber Options	615P	POWER ADAPTER 117VAC IN 13.5VDC OUT		EA	1		
	Fiber Options	501R	Standalone enclosure for single rack card		EA	1		
	Fiber Options	502R	Standalone enclosure for 4-channel rack card		EA	1		
	Fiber Options	503R	Standalone enclosure for single rack card		EA	1		
	Fiber Options	517R	CARD CAGE 17 CHANNEL		EA	1		
	Fiber Options	517EPS	DUAL 5A POWER SUPPLY EXTERNAL		EA	1		
	Fiber Options	B7741AVT-RST	Audio/Video Transmitter over SM Fiber		EA	1		
	Fiber Options	B7741AVR-RST	Audio/Video Receiver over SM Fiber		EA	1		
	Fiber Options	S7704VT-RST	4 Channel Video transmitter over SM Fiber		EA	1		
	Fiber Options	S7704VT-EST			EA	1		
	Fiber Options	S7704VR-RST	4 Channel Video receiver over SM Fiber		EA	1		
	Fiber Options	S7711DT-RST2	Data Transmitter over Single Mode Fiber		EA	1		
	Fiber Options	S7711DR-RST2	Data Receiver over Single Mode Fiber		EA	1		
	Star Tech	MU6MF	6ft Stereo Extension Cable		EA	1		
	Magenta	XRTx	Multiview XRTx universal video Transmitter		EA	1		
	Magenta	AK600DP	Multiview AK600DP 600ft Video Receiver		EA	1		
	Magenta	9D	Multiview 9D 1x9 video distribution amplifier		EA	1		
	Magenta	8310207-02	Multiview 4-Transmitter Rack Kit		EA	1		
	Magenta	8310208-02	Multiview 8-Transmitter Rack Kit		EA	1		
	Magenta	440R2983-06	Multiview Audio Cable 6ft		EA	1		
	Magenta	8020069-03	Power Supply 5V 2.6A Wall		EA	1		
	Ditek	DTK-DP4P	Surge Protection		EA	1		
	Intellitouch		Intellitouch Music On Hold Unit w/CD		EA	1		
<b>Telecomm - Telephone Sets</b>								
	AT&T	210	Analog Telephone	Trimline Memory (Airport's White Courtesy Telephone_	EA	1		
	AT&T	952	Analog speakerphone	2 line, used in common use jetways	EA	10		
	Allentel	GB306V	Vandal resistant telephone	outdoor courtesy phone, stainless steel	EA	1		
	Allentel	GBG6B-30638-SS	Amplified handset w/armored cord		EA	1		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
	Allentel	AT-71	Metal Dial Pad Assembly		EA	1		
	Allentel	GB259-VH-LH	Telephone insert for outdoor phone box	single line, stainless steel	EA	1		
	Ceeco	WPP-331-F	weatherproof, vandal resistant phone	Stainless Steel	EA	1		
	Nortel/Avaya	AO348785	Handset Kit		EA	1		
	Nortel/Avaya	NT6D42CD	Ring Generator Card		EA	1		
	Nortel/Avaya	NT7D66AA	Ring Generator Faceplate		EA	1		
	Nortel/Avaya	NTMN31BB66N	M3901 Single-line digital phone (platinum)		EA	1		
	Nortel/Avaya	NTMN32GA70	M3902 Single-line digital phone with a display-based interface & hands-free capability (charcoal)		EA	1		
	Nortel/Avaya	NTMN34GA66N	M3904 Multi-line digital speakerphone	supporting up to 12 lines, providing access to features via a 5-line x 24-character display (platinum)	EA	1		
	Nortel/Avaya	NTMN34GA7	M3904 Multi-line Digital Speakerphone	supporting up to 12 lines, providing access to features via a 5-line x 24-character display (charcoal)	EA	1		
	Nortel/Avaya	NTMN35GA-70	M3905 Multi-line Digital Speakerphone		EA	1		
	Nortel/Avaya	NTMN37BA66N	M3900 Key Expansion Module	A 22-button add-on module that provides additional keys to the M3904 for line appearance, monitoring and answering (platinum)				
	Nortel/Avaya		Ip Phone 1100 Series Key Expansion Module	A 22-button add-on module that provides additional keys to the M3904 for line appearance, monitoring and answering (platinum)				

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
	Nortel/Avaya	1120E	IP Phone 1120E	Multi-line IP Phone supports 4 line/Programmable feature keys, 14 fixed keys and four soft label keys.				
	Nortel/Avaya	1140E	IP Phone 1140E	Multi-line IP Phone supports 4 line/Programmable feature keys, 14 fixed keys and four soft label keys.				
	Nortel/Avaya	NT6G00AE35	The Meridian 2250 Console for receptionist or operator	call answering/routing via a 4-line x 40-character LCD, with optional busy lamp field configuration (platinum).				
Telecomm								
	Nortel/Avaya	NT8D02GA	Digital port line card		EA	1		
	Nortel/Avaya	NT8D09BA	Analog port line card		EA	1		
	Nortel/Avaya	NT5D12AG	Dual T1 (PRI) line card		EA	1		
	Nortel/Avaya	NTDU22HG	Media Gateway	1000e Chassis				
	Nortel/Avaya	NT8D14BB	Universal Trunk Card					
	Nortel/Avaya	NTMN68AA70	Analog Terminal Adaptor (charcoal)	Provides an analog connection directly through a M3900 series phone for an economical analog connection to devices such as fax machines, laptop or pc modems				
	Nortel/Avaya	NT5D65CA-003	Local Mini Carrier Extender Card	Extender Card				

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
	Viking	CPA-7B	Telecom paging Unit					
	Bogen	TPU60B	Telecom Paging Amplifier					
	Bogen	TG-4C	Tone Generator					
	Polycomm		Sound Station 2 Display/Expandable					
	Polycomm	2200-16155-001	Microphones (2 pack)					
		NTMN80AA	ATA TRANSFORMER					
		MTMN71AA66	ATA RIBBON CABLE					
<b>Telecomm - HANDSET CORDS</b>								
			6' Grey modular handset cord	Flat, 4 conductor retractile handset cords with modular plugs on both ends. Compatible with all modular telephones. Wired 1:4. H4DU Style	EA	100		
			6' White modular handset cord	Flat, 4 conductor retractile handset cords with modular plugs on both ends. Compatible with all modular telephones. Wired 1:4. H4DU Style	EA	20		
			6' Black modular handset cord	Flat, 4 conductor retractile handset cords with modular plugs on both ends. Compatible with all modular telephones. Wired 1:4. H4DU Style	EA	20		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
			9' Grey modular handset cord	Flat, 4 conductor retractile handset cords with modular plugs on both ends. Compatible with all modular telephones. Wired 1:4. H4DU Style	EA	50		
			9' White modular handset cord	Flat, 4 conductor retractile handset cords with modular plugs on both ends. Compatible with all modular telephones. Wired 1:4. H4DU Style	EA	10		
			9' Black modular handset cord	Flat, 4 conductor retractile handset cords with modular plugs on both ends. Compatible with all modular telephones. Wired 1:4. H4DU Style	EA	10		
			12' Grey modular handset cord	Flat, 4 conductor retractile handset cords with modular plugs on both ends. Compatible with all modular telephones. Wired 1:4. H4DU Style	EA	50		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
			12' White modular handset cord	Flat, 4 conductor retractile handset cords with modular plugs on both ends. Compatible with all modular telephones. Wired 1:4. H4DU Style	EA	10		
			12' Black modular handset cord	Flat, 4 conductor retractile handset cords with modular plugs on both ends. Compatible with all modular telephones. Wired 1:4. H4DU Style	EA	10		
			15' Grey modular handset cord	Flat, 4 conductor retractile handset cords with modular plugs on both ends. Compatible with all modular telephones. Wired 1:4. H4DU Style	EA	30		
			15' White modular handset cord	Flat, 4 conductor retractile handset cords with modular plugs on both ends. Compatible with all modular telephones. Wired 1:4. H4DU Style	EA	10		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
			15' Black modular handset cord	Flat, 4 conductor retractile handset cords with modular plugs on both ends. Compatible with all modular telephones. Wired 1:4. H4DU Style	EA	10		
			7' Line Cord, Modular, silver satin	Flat, straight, 4 conductor line cord, D4BU style, both ends plugged. Compatible with all modular telephones.	EA	100		
			14' Line Cord, Modular, silver satin	Flat, straight, 4 conductor line cord, D4BU style, both ends plugged. Compatible with all modular telephones.	EA	100		
			25' Line Cord, Modular, silver satin	Flat, straight, 4 conductor line cord, D4BU style, both ends plugged. Compatible with all modular telephones.	EA	100		
			Bulk Line Cordage, 4-Conductor, 1000 ft spool	Satin Silver, flat, Bulk Line Cord; Conductors are 26 AWG, 7 Strand, Bare Copper Wire, PVC Insulated	SO	5		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
			Bulk Line Cordage, 8-Conductor, 1000 ft spool	Satin Silver, flat, Bulk Line Cord; Conductors are 26 AWG, 7 Strand, Bare Copper Wire, PVC Insulated	SO	5		
<b>Telecomm - Patch Cords</b>								
			RJ11 plugs, 4 position, 100 per package		Pk	200		
			RJ11 plugs, 6 position, 100 per package		Pk	100		
			Cat 3 Mod Plug- RJ45 plugs, 8 position, 100 per package		Pk	100		
			Cat 5e Mod plug- RJ45 plugs, 8 position, 100 per package		Pk	100		
	85-366		Cat 6e Mod. Plug- RJ45 plugs, 8 position, 25 per package		PK	25		
			Category 5e network patch cable	5' length, All colors, wired for TIA-568A	EA	30		
			Category 5e network patch cable	10' length, All colors, wired for TIA-568A	EA	30		
			Category 5e network patch cable	14' length, All colors, wired for TIA-568A	EA	30		
			Category 5e network patch cable	25' length, All colors, wired for TIA-568A	EA	30		
			Category 6e network patch cable	5' length, All colors, wired for TIA-568A	EA	30		
			Category 6e network patch cable	10' length, All colors, wired for TIA-568A	EA	30		
			Category 6e network patch cable	14' length, All colors, wired for TIA-568A	EA	30		
			Category 6e network patch cable	25' length, All colors, wired for TIA-568A	EA	30		
<b>Telecomm - Pairgain Modems</b>								
	ADC	CACNS700-03-3	Campus Star Chassis with power supply		EA	1		
	ADC	CACLURS-02	SDSL Mod for Star Chassis CLU-RS		EA	1		
	ADC	CADS1	T1 Mod w/ CSU DS-1/CSU-RS	T1 Extension Module	EA	1		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
	ADC	CARS-51-3	Campus RS SDSL SEL Modem w/ P/S & C	Desktop Version	EA	1		
	ADC	CAREX3	Ethernet card		EA	1		
	ADC	CACMU810-51	Management Unit		EA	1		
	Avaya	108 208 919	24 port patch panel (no wire management)	1100 RJ45 Modular to IDC Patch Panel, Active Pins ALL, Category Type Category 5e, Dimensions 4.38 cm H x 19 in. W x 4.06 in. D, Family Name PowerSUM, Jack Type Modular 8 Pin, Loaded, Number of Ports 24, Rack Units 1 RMS, Non-Shielded, Termination 110 IDC, Type High Density, Wiring Universal 568A/B	EA	10		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
	Avaya	108 208 935	48 port patch panel (no wire management)	1100 RJ45 Modular to IDC Patch Panel, Active Pins ALL, Category Type Category 5e, Dimensions 4.38 cm H x 19 in. W x 4.06 in. D, Family Name PowerSUM, Jack Type Modular 8 Pin, Loaded, Number of Ports 48, Rack Units 1 RMS, Non-Shielded, Termination 110 IDC, Type High Density, Wiring Universal 568A/B	EA	5		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
	Avaya	108 320 029	24 port patch panel w/ wire management	PATCHMAX PowerSUM RJ45 Modular to IDC Patch Panel, Active Pins ALL, Category Type Category 5e, Dimensions 8.8 cm H x 19 in. W x 1 in. D, Family Name PATCHMAX PowerSUM, Jack Type Modular 8 Pin, Loaded, Number of Ports 24, Rack Units 2 RMS, Non- Shielded, Termination 110 IDC, Type High Density, Wiring Universal 568A/B	EA	5		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
	Avaya	108 320 045	48 port patch panel w/ wire management	PATCHMAX PowerSUM RJ45 Modular to IDC Patch Panel, Active Pins ALL, Category Type Category 5e, Dimensions 17.78 cm H x 19 in. W x 5 in. D, Family Name PATCHMAX PowerSUM, Jack Type Modular 8 Pin, Loaded, Number of Ports 48, Rack Units 4 RMS, Non- Shielded, Termination 110 IDC, Type High Density, Wiring Universal 568A/B	EA	5		
	Avaya	700 173 735	24 port patch panel Cat 6		EA	5		
	Avaya	700 173 743	48 port patch panel Cat 6		EA	5		
	Systemax	760 062-356	24 port patch panel w/cable mgt Cat 6		EA	5		
	Ortronics	PSD66U24	24 Port patch panel Cat 6		EA	5		
	Ortronics	PSD66u48	48 Port patch panel Cat 6		Ea	5		
Telecomm - Racks and Patch Panels								

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
	Allen Tel	AT55HM-1	Hinged Wall Mount Brackets 1.75"	Measure 19 inches (48.26cm) x 6 inches (15.24 cm) deep and are designed to provide smaller system requirements where a free standing rack is not required; Units come with Hinges and Mounting Hardware; EIA Standard Hole Patterns	EA	2		
	Allentel	AT55HM-3	Hinged Wall Mount Brackets 3.5"	Measure 19 inches (48.26cm) x 6 inches (15.24 cm) deep and are designed to provide smaller system requirements where a free standing rack is not required; Units come with Hinges and Mounting Hardware; EIA Standard Hole Patterns	EA	1		
			Fixed wall mount rack	19"w, 24"h, 18"d; aluminum, black	EA	2		
			Rack shelf	Single-Sided Shelf; Non-Vented; 5.19 in H x 19 in W x 15 in D; Black; for use in fixed wall mounted rack	EA	1		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
			Standard 19" rack	7' h x 19" w x 3" d; aluminum, two posts	EA	2		
	Leviton	49253-lpm	Five-Ring Managers Low Profile Cord Manager	Cable Trays, Height 1.75 in, Width 19 in, Five-Ring Managers Low Profile Cord Manager (19 W, 1-3/4 H), incorporates five 1.5" x 4.0" horizontal rings within a single EIA unit height	EA	8		
	Innovation First	1UCMA-137	Cable Management Arm		EA	1		
	Innovation First	2UCMA-137	Cable Management Arm		EA	1		
Telecomm - Video cable and connectors								
			RG59 coaxial video cable, 1000 feet	75 ohm +/- 3 ohm impedance; 20 AWG, copper covered steel core, solid core conductor with .032 inch diameter; Nominal Attenuation, Less than 8.09db loss per 100 feet at 1000MHz; Quad shielding: inner braid, Bonded aluminum foil- polyester tape- aluminum	SO	2		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
			RG59 coaxial video cable, plenum, 1000 feet	75 ohm +/- 3 ohm impedance; 20 AWG, copper covered steel core, solid core conductor with .032 inch diameter; Nominal Attenuation, Less than 9.31db loss per 100 feet at 1000MHz; Quad shielding: inner braid, aluminum foil tape covered by aluminum braid 34 A	SO	5		
			RG6 coaxial video cable, 1000 feet	75 ohm +/- 3 ohm impedance; 18 AWG, solid copper core conductor with .040 inch diameter; Nominal Attenuation, Less than 10.1db loss per 100 feet at 2250MHz; Quad shielding: inner braid, Bonded aluminum foil- polyester tape- aluminum foil	SO	2		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
			RG6 coaxial video cable, plenum, 1000 feet	75 ohm +/- 3 ohm impedance; 18 AWG, copper covered steel core, solid core conductor with .040 inch diameter; Nominal Attenuation, Less than 8.2db loss per 100 feet at 1000MHz; Quad shielding: inner braid, Bonded aluminum foil- polyester tape- aluminum foil	SO	7		
			RG11 coaxial video cable, plenum, 1000 feet	75 ohm +/- 3 ohm impedance; 18 AWG, copper covered steel core, solid core conductor with .040 inch diameter; Nominal Attenuation, Less than 8.2db loss per 100 feet at 1000MHz; Quad shielding: inner braid, Bonded aluminum foil- polyester tape- aluminum foil	SO	7		
	Coleman	9932110608	Mini Coax Cable 1000 Feet		SO	1		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
	Emerson	28-91057	Mini Coax BNC Connector, 100 per package	75 ohm, gold plated center pin, crimp sleeve: hex .255 inch, Machined, nickel-plated body, for use with plenum and non-plenum cable	PH	1		
			RG59 BNC connector, 100 per package	75 ohm, gold plated center pin, crimp sleeve: hex .255 inch, Machined, nickel-plated body, for use with plenum and non-plenum cable	PH	5		
			RG59 mini - BNC connector, 100 per package	75 ohm, gold plated center pin, crimp sleeve: hex .255 inch, Machined, nickel-plated body, for use with plenum and non-plenum cable, 40% smaller than standard	PH	5		
			RG6 BNC connector, 100 per package	75 ohm, gold plated center pin, crimp sleeve: hex .360 inch, Machined, nickel-plated body, for use with plenum and non-plenum cable	PH	5		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
			RG6 F connector, 100 per package	75 ohm, crimp sleeve: hex .360 inch, Machined,nickel-plated body, for use with plenum and non-plenum cable, meets SCTE IPS-SP-401 specification	PH	5		
			RG11 F connectors, FS11V, 100 per package	75 ohm, center conductor: 1.61 - 1.64, Dielectric: 7.11 - 7.47, Outer Jacket: 8.61 - 9.02 Machined,nickel-plated body, for use with plenum and non-plenum cable, indoor or outdoor	PH	5		
	Avaya	s110aw1-50	50 pair 110A block	Color coded A-Type Hardware Connecting Block, Wiring and Installation for Field Termination	PR	5		
	Avaya	107 059 891	100 pair 110A block (w/legs)	Color coded A-Type Hardware Connecting Block, Wiring and Installation for Field Termination	PR	10		
	Avaya	107 059 917	300 pair 110A block (w/legs)	Color coded A-Type Hardware Connecting Block, Wiring and Installation for Field Termination	PR	30		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
	Avaya	107 256 661	50 pair 110D block (no legs)	Color coded A-Type Hardware Connecting Block, Wiring and Installation for Field Termination	PR	10		
	Avaya	107 059 909	100 pair 110D block (no legs)	Color coded A-Type Hardware Connecting Block, Wiring and Installation for Field Termination where depth is restrictive	PR	10		
	Avaya	107 059 925	300 pair 110D block (no legs)	Color coded A-Type Hardware Connecting Block, Wiring and Installation for Field Termination where depth is restrictive	PR	20		
	Avaya	107 831 133	110 Trough (w/legs)	Horizontal trough for routing patch cords and cross-connect wire. Used with 110 blocks with legs.	EA	5		
	Avaya	107 831 141	110 Trough (no legs)	Horizontal trough for routing patch cords and cross-connect wire. Used with 110 blocks without legs.	EA	5		
Telecomm -	110 Hardware							
	Avaya	103 801 239	C3 connecting block	Connecting block is color-coded, allowing rapid pair identification and termination.	EA	30		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
	Avaya	103 801 247	C4 connecting block	Connecting block is color-coded, allowing rapid pair identification and termination.	EA	200		
	Avaya	103 801 254	C5 connecting block	Connecting block is color-coded, allowing rapid pair identification and termination.	EA	200		
	Avaya	103 895 504	Transparent label holder		EA	50		
	Avaya	106 657 174	Labels (4 pair)	Blue	PR	50		
	Avaya	106 657 133	Labels (5 pair)	White	PR	50		
	Avaya	106 657 109	Labels (5 pair)	Green	PR	50		
	Avaya	102 689 569	B1 backboard (no legs)	Made of metal and has two closed, formed, plastic distribution rings which arranges jumper wires running between columns of wiring blocks. Serves as a horizontal trough for the wires and provides space to change the direction of jumpers.	EA	10		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
	Avaya	102 405 113	B2 backboard (w/ legs)	Made of metal and has two closed, formed, plastic distribution rings which arranges jumper wires running between columns of wiring blocks. Serves as a horizontal trough for the wires and provides space to change the direction of jumpers.	EA	10		
	Avaya	107 831 133	Jumper trough (w/legs)	Horizontal trough for routing patch cords and cross-connect wire	EA	10		
	Avaya	107 058 810	300 pair field terminated frame	110 Patch Panel System Terminal Blocks are used to terminate connectorized or raw-ended cable pairs	PR	5		
	Avaya	107 151 193	300 pair x connect frame	Metal panels equipped with distributing rings that provide the vertical paths for running patch cords or jumpers between 110 Patch Panel System Terminal Blocks	PR	5		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
	Avaya	107 058 869	900 pair field terminated frame	110 Patch Panel System Terminal Blocks are used to terminate connectorized or raw-ended cable pairs	PR	5		
	Avaya	107 151 185	900 pair x connect frame	Metal panels equipped with distributing rings that provide the vertical paths for running patch cords or jumpers between 110 Patch Panel System Terminal Blocks	PR	5		
	Avaya	110RD2	19" mounting bracket for 110D	110 Mounting Brackets are used for mounting the 110 Connector System hardware on a 19-in wide frame rack or a data cabinet.	EA	10		
	CommScope	700 006 703	Diamond Polishing Paper		EA	1		
	FIS	F1-0109-5-1-03	3 in 1 Polishing Paper		EA	1		
<b>Telecomm - Copper Cables</b>								
	Avaya		Systimax cable, category 3, 1000 ft Box	4 pair, plenum, white	Box	20		
	Avaya		Systimax cable, category 3, 1000 ft Box	4 pair, plenum, blue	Box	10		
	Avaya		Systimax cable, category 5e, 1000 ft Box	4 pair, plenum, white	Box	10		
	Avaya		Systimax cable, category 5e, 1000 ft spool	4 pair, plenum, blue	Box	20		
	Avaya		Systimax cable, category 3, 1000 ft spool	25 pair, non plenum, gray	SO	2		
	Avaya		Systimax cable, category 3, 1000 ft spool	50 pair, non plenum, gray	SO	1		
	Avaya		Systimax cable, category 3, 1000 ft spool	100 pair, non plenum, gray	SO	1		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
	Avaya		Systimax cable, category 3, 1000 ft spool	25 pair, plenum, white	SO	2		
	Avaya		Systimax cable, category 3, 1000 ft spool	50 pair, plenum, white	SO	1		
	Avaya		Systimax cable, category 3, 1000 ft spool	100 pair, plenum, white	SO	1		
	Avaya		Systimax cable, category 5e, 1000 ft spool	25 pair, plenum, white	SO	2		
	Avaya		Systimax cable, category 6e, 1000 ft Box	4 pair, plenum, blue	Box	5		
	Avaya		Systimax cable, category 6e, 1000 ft Box	4 pair, plenum, green	Box	5		
	Systimax	700 211 964	Systimax cable, category 6, 1000 ft Box	Non Plenum Light Blue	Box	5		
	Systimax	700 212 046	Systimax cable, category 6e, 1000 ft Box	Non Plenum White Cable	Box	5		
	Avaya		Systimax cross connect cable, 1000 ft spool	1 pair, yellow/blue	Sp	30		
	Avaya		Systimax cross connect cable, 1000 ft spool	1 pair, white/blue	Sp	30		
	Avaya		Systimax cross connect cable, 1000 ft spool	1 pair, white/red	Sp	30		
	Avaya		Systimax cross connect cable, 1000 ft spool	2 pair, white/blue and white/orange	Sp	2		
			Aerial cable with steel leader, 1000 ft spool	outside plant, 6 pair, figure 8 with messenger, weather proof wire	Sp	1		
			Aerial cable without steel leader, 700 ft spool	outside plant, 6 pair, weather proof wire	Sp	2		
			Aerial cable without steel leader, 700 ft spool	outside plant, 2 pair, weather proof wire	Sp	1		
	BERK-TEK		BERK-TEK Category 6e cable 1000ft Box	4-pair, plenum, White	Box	1		
	BERK-TEK		BERK-TEK Category 6e cable 1000ft Box	4-pair, plenum Blue	Box	1		
	BERK-TEK		BERK-TEK Category 6e cable 1000ft Box	4-pair, plenum Green	Box	1		
	BERK-TEK		Single Mode Armored Fiber, 1000ft spool	12 strand	Box	1		
	BERK-TEK		Single Mode Armored Fiber, 1000ft spool	24 strand	Box	1		
	Belden	8723	22 AWG 2 Pair Sheilded Cable 1000ft Spool	2 pair shielded	Sp	1		
	Ortronics	OR-615SMFC-12P	12 port SM/F/O Patch panel E/Connector panels & SM bulk head connectors		EA	1		
	Ortronics	OR-FC04U-P	72 Port Light Guide Shelf w/connector panels & bulk head connectors		EA	1		
	Ortronics	OR-60400129	Horizontal Wire Management		EA	1		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
	Ortronics	OR-PHD66U24HM	Cat 6 24 Port Patch Panel		EA	1		
	Ortronics	OR-PHD66U48HM	Cat 6 48 port Patch panel		EA	1		
	Amp	5-229912-1	Amphennal connector for 25 pair cable	male end	PR	10		
	Amp	5-229913-1	Amphennal connector for 25 pair cable	female end	PR	10		
	Superior Essex	DB-100P24-AL-89-5K-ESS	100 Pair OSP Direct Burial Cable			1,000		
	Superior Essex	DB-6P24-AL-89-5K-ESS6	6 Pair outside Plant (Gel Filled ) cable		Ft	1,000		
	Superior Essex	09-097-02	25 pair OSP Direct Burial (Gel Filled)		Ft	1,000		
	CommScope	700-012-354	12 Strand S/M OSP Fiber		FT	1,000		
	CommScope	760 053 843	12 Strand S/M OSP Fiber		FT	1,000		
	CommScope	760 004 036	12 strand S/M Indoor/Outdoor Fiber		FT	1,000		
	Corning	012EUC-T4101D20	12 strand S/M Indoor/Outdoor Fiber		FT	1,000		
	Systimax	S-RN-6-DN-YL-MAX	6 Strand Non Plenum Fiber		Ft	1,000		
	Systimax	S-PN-6-DN-YL-MAX	6 Strand plenum Fiber		Ft	1,000		
	Systimax	S-RN-12-DN-YL-MAX	12 Strand non plenum fiber		Ft	1,000		
	Endot	96086466	1.25" Non Plenum Innerduct		Ft	1,000		
	CommScope		MTRJ to ST 3 Meter M/M/ Jumper		EA	1		
	CommScope	760 026 245	Shelf, 1000G2, 4U, Sliding, Panel		EA	1		
	CommScope	760 021 832	1000 Panel, 12x MM Simplex Adapter		EA	1		
	CommScope	760 027 722	1000 Panel, 12ST SM Simplex Adapter		EA	1		
	Avaya	700 004 328	Multimode STII connector	Keyed ceramic fiber-optic connector plug, bayonet-type (ramped-latching) mounting arrangement.	EA	40		
	Avaya	700 004 864	Multimode STII coupling		EA	40		
	Avaya	700 007 024	Multimode SC connector - 900 μm	Field mountable, tuneable connector with domed zirconia ferrule for fiber alignment and push-pull hardware.	EA	40		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
	Avaya	700 007 040	Multimode SC connector - 3.0 mm	Field mountable, tuneable connector with domed zirconia ferrule for fiber alignment and push-pull hardware.	EA	20		
	Avaya	700 009 657	Multimode fiber optic cable, plenum, per foot	Inside plant, 2 strand, 62.5/125 µm fiber, gray; Meet or exceed ISO/IEC 11801 2nd Edition (type OM1), EN50173 2nd Edition (category OM1) and TIA/EIA-568B specifications.	FT	1000		
	Avaya	700 009 640	Multimode fiber optic cable, non-plenum, per foot	Inside plant, 2 strand, 62.5/125 µm fiber, gray; Meet or exceed ISO/IEC 11801 2nd Edition (type OM1), EN50173 2nd Edition (category OM1) and TIA/EIA-568B specifications.	FT	1000		
	Avaya	700 009 392	Multimode fiber optic cable, plenum, per foot	Inside plant, 12 strand, 62.5/125 µm fiber, gray; Meet or exceed ISO/IEC 11801 2nd Edition (type OM1), EN50173 2nd Edition (category OM1) and TIA/EIA-568B specifications.	FT	1000		
	Avaya	700 007 289	72 Strand LGS		EA	1		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
Telecomm - Fiber Optic Cable, Multimode								
	Avaya	700 005 903	Fiber Optic tool kit	Supplies for field assembly	KT	50		
	Avaya	700 002 181	Adhesive	Two bottles, Type 2	BO	10		
	Avaya	700 004 146	Primer	Two bottles, Type 2	BO	10		
	adironack		Multimode jumper cable, st-st, 1 meter	Dual ST-Style to ST-Style Cable Assembly, 62.5/125µm Multimode, Polymer Ferrule, Riser (OFNR) rated, Number of fibers 2	EA	25		
			Multimode jumper cable, st-st, 3 meter	Dual ST-Style to ST-Style Cable Assembly, 62.5/125µm Multimode, Polymer Ferrule, Riser (OFNR) rated, Number of fibers 2	EA	25		
			Multimode jumper cable, st-st, 5 meter	Dual ST-Style to ST-Style Cable Assembly, 62.5/125µm Multimode, Polymer Ferrule, Riser (OFNR) rated, Number of fibers 2	EA	25		
			Multimode jumper cable, st-st, 7 meter	Dual ST-Style to ST-Style Cable Assembly, 62.5/125µm Multimode, Polymer Ferrule, Riser (OFNR) rated, Number of fibers 2	EA	25		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
			Multimode jumper cable, st-st, 10 meter	Dual ST-Style to ST-Style Cable Assembly, 62.5/125µm Multimode, Polymer Ferrule, Riser (OFNR) rated, Number of fibers 2	EA	25		
			Multimode jumper cable, sc-st, 1 meter	SC Duplex to Dual ST-style Cable Assembly, 62.5/125µm Multimode, Ceramic Ferrule, Riser (OFNR) rated, Number of fibers 2	EA	25		
			Multimode jumper cable, sc-st, 3 meter	SC Duplex to Dual ST-style Cable Assembly, 62.5/125µm Multimode, Ceramic Ferrule, Riser (OFNR) rated, Number of fibers 2	EA	25		
			Multimode jumper cable, sc-st, 5 meter	SC Duplex to Dual ST-style Cable Assembly, 62.5/125µm Multimode, Ceramic Ferrule, Riser (OFNR) rated, Number of fibers 2	EA	25		
			Multimode jumper cable, sc-st, 7 meter	SC Duplex to Dual ST-style Cable Assembly, 62.5/125µm Multimode, Ceramic Ferrule, Riser (OFNR) rated, Number of fibers 2	EA	25		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
			Multimode jumper cable, sc-st, 10 meter	SC Duplex to Dual ST-style Cable Assembly, 62.5/125µm Multimode, Ceramic Ferrule, Riser (OFNR) rated, Number of fibers 2	EA	25		
			Multimode jumper cable, sc-sc, 1 meter	SC Duplex to SC Duplex Cable Assembly, 62.5/125µm Multimode, Ceramic Ferrule, Riser (OFNR) Rated, Number of fibers 2	EA	25		
			Multimode jumper cable, sc-sc, 3 meter	SC Duplex to SC Duplex Cable Assembly, 62.5/125µm Multimode, Ceramic Ferrule, Riser (OFNR) Rated, Number of fibers 2	EA	25		
			Multimode jumper cable, sc-sc, 5 meter	SC Duplex to SC Duplex Cable Assembly, 62.5/125µm Multimode, Ceramic Ferrule, Riser (OFNR) Rated, Number of fibers 2	EA	25		
			Multimode jumper cable, sc-sc, 7 meter	SC Duplex to SC Duplex Cable Assembly, 62.5/125µm Multimode, Ceramic Ferrule, Riser (OFNR) Rated	EA	25		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
			Multimode jumper cable, sc-sc, 10 meter	SC Duplex to SC Duplex Cable Assembly, 62.5/125µm Multimode, Ceramic Ferrule, Riser (OFNR) Rated, Number of fibers 2	EA	25		
	Avaya	700 001 067	Singlemode ST Connector (ST II plus)	Keyed ceramic fiber-optic connector plug, bayonet-type (ramped-latching) mounting arrangement.	EA	100		
		700 011 067	Singlemode ST Connector (ST II)	Keyed ceramic fiber-optic connector plug, bayonet-type (ramped-latching) mounting arrangement.	EA	100		
	Avaya	700 011 133	Singlemode STII coupling	Ensure the proper alignment of fiber	EA	100		
	Avaya	700 006 976	Singlemode SC connector - 900 µm	Field mountable, tuneable connector with domed zirconia ferrule for fiber alignment and push-pull hardware.	EA	100		
	Avaya	760 004 317	Singlemode fiber optic cable, plenum,per foot	Inside plant, 2 strand, 9/125 µm fiber, gray; Meet or exceed ISO/IEC 11801 2nd Edition (type OM1), EN50173 2nd Edition (category OM1) and TIA/EIA-568B specifications.	FT	1000		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
	Avaya	760 004-408	Singlemode fiber optic cable, non-plenum, per foot	Inside plant, 2 strand, 9/125 µm fiber, gray; Meet or exceed ISO/IEC 11801 2nd Edition (type OM1), EN50173 2nd Edition (category OM1) and TIA/EIA-568B specifications.	FT	1000		
	Avaya	760 004 358	Singlemode fiber optic cable, plenum,per foot	Inside plant, 12 strand, 9/125 µm fiber, gray; Meet or exceed ISO/IEC 11801 2nd Edition (type OM1), EN50173 2nd Edition (category OM1) and TIA/EIA-568B specifications.	FT	1000		
			Singlemode jumper cable, st-st, 1 meter	Dual ST-Style to ST-Style Cable Assembly, 9/125µm Singlemode, Polymer Ferrule, Riser (OFNR) rated, Number of fibers 2	EA	50		
Telecomm - Fiber Optic Cable, Single mode								
			Singlemode jumper cable, st-st, 3 meter	Dual ST-Style to ST-Style Cable Assembly, 9/125µm Singlemode, Polymer Ferrule, Riser (OFNR) rated, Number of fibers 2	EA	50		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
			Singlemode jumper cable, st-st, 5 meter	Dual ST-Style to ST-Style Cable Assembly, 9/125µm Singlemode, Polymer Ferrule, Riser (OFNR) rated, Number of fibers 2	EA	50		
			Singlemode jumper cable, st-st, 10 meter	Dual ST-Style to ST-Style Cable Assembly, 9/125µm Singlemode, Polymer Ferrule, Riser (OFNR) rated, Number of fibers 2	EA	50		
			Singlemode jumper cable, sc-st, 1 meter	SC Duplex to Dual ST-style Cable Assembly, 9/125µm Singlemode, Ceramic Ferrule, Riser (OFNR) rated, Number of fibers 2	EA	50		
			Singlemode jumper cable, sc-st, 3 meter	SC Duplex to Dual ST-style Cable Assembly, 9/125µm Singlemode, Ceramic Ferrule, Riser (OFNR) rated	EA	50		
			Singlemode jumper cable, sc-st, 5 meter	SC Duplex to Dual ST-style Cable Assembly, 9/125µm Singlemode, Ceramic Ferrule, Riser (OFNR) rated, Number of fibers 2	EA	50		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
			Singlemode jumper cable, sc-st, 10 meter	SC Duplex to Dual ST-style Cable Assembly, 9/125µm Singlemode, Ceramic Ferrule, Riser (OFNR) rated, Number of fibers 2	EA	50		
			Singlemode jumper cable, sc-sc, 1 meter	SC Duplex to SC Duplex Cable Assembly, 9/125µm Singlemode, Ceramic Ferrule, Riser (OFNR) Rated, Number of fibers 2	EA	50		
			Singlemode jumper cable, sc-sc, 3 meter	SC Duplex to SC Duplex Cable Assembly, 9/125µm Singlemode, Ceramic Ferrule, Riser (OFNR) Rated, Number of fibers 2	EA	50		
			Singlemode jumper cable, sc-sc, 5 meter	SC Duplex to SC Duplex Cable Assembly, 9/125µm Singlemode, Ceramic Ferrule, Riser (OFNR) Rated, Number of fibers 2	EA	50		
			Singlemode jumper cable, sc-sc, 5 meter	SC Duplex to SC Duplex Cable Assembly, 9/125µm Singlemode, Ceramic Ferrule, Riser (OFNR) Rated, Number of fibers 2	EA	50		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
			Singlemode jumper cable, LC to SC , 3 meter	SC Duplex to SC Duplex Cable Assembly, 9/125µm Singlemode, Ceramic Ferrule, Riser (OFNR) Rated, Number of fibers 2	EA	5		
			Singlemode jumper cable, LC to SC , 5 meter	SC Duplex to SC Duplex Cable Assembly, 9/125µm Singlemode, Ceramic Ferrule, Riser (OFNR) Rated, Number of fibers 2	EA	5		
			Singlemode jumper cable, LC to SC , 7 meter	SC Duplex to SC Duplex Cable Assembly, 9/125µm Singlemode, Ceramic Ferrule, Riser (OFNR) Rated, Number of fibers 2	EA	5		
			Singlemode jumper cable, LC to SC , 10 meter	SC Duplex to SC Duplex Cable Assembly, 9/125µm Singlemode, Ceramic Ferrule, Riser (OFNR) Rated, Number of fibers 2	EA	5		
			Singlemode jumper cable, LC to SC , 15 meter	SC Duplex to SC Duplex Cable Assembly, 9/125µm Singlemode, Ceramic Ferrule, Riser (OFNR) Rated, Number of fibers 2	EA	5		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
			Singlemode jumper cable, LC to ST , 1 meter	SC Duplex to SC Duplex Cable Assembly, 9/125µm Singlemode, Ceramic Ferrule, Riser (OFNR) Rated, Number of fibers 2	EA	5		
			Singlemode jumper cable, LC to ST , 3 meter	SC Duplex to SC Duplex Cable Assembly, 9/125µm Singlemode, Ceramic Ferrule, Riser (OFNR) Rated, Number of fibers 2	EA	5		
			Singlemode jumper cable, LC to ST , 5 meter	SC Duplex to SC Duplex Cable Assembly, 9/125µm Singlemode, Ceramic Ferrule, Riser (OFNR) Rated, Number of fibers 2	EA	5		
			Singlemode jumper cable, LC to ST , 7 meter	SC Duplex to SC Duplex Cable Assembly, 9/125µm Singlemode, Ceramic Ferrule, Riser (OFNR) Rated, Number of fibers 2	EA	5		
			Singlemode jumper cable, LC to ST , 10 meter	SC Duplex to SC Duplex Cable Assembly, 9/125µm Singlemode, Ceramic Ferrule, Riser (OFNR) Rated, Number of fibers 2	EA	5		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
			Singlemode jumper cable, LC to ST , 15 meter	SC Duplex to SC Duplex Cable Assembly, 9/125µm Singlemode, Ceramic Ferrule, Riser (OFNR) Rated, Number of fibers 2	EA	5		
			Singlemode jumper cable, LC to LC , 3 meter	SC Duplex to SC Duplex Cable Assembly, 9/125µm Singlemode, Ceramic Ferrule, Riser (OFNR) Rated, Number of fibers 2	EA	5		
			Singlemode jumper cable, LC to LC , 5 meter	SC Duplex to SC Duplex Cable Assembly, 9/125µm Singlemode, Ceramic Ferrule, Riser (OFNR) Rated, Number of fibers 2	EA	5		
			Singlemode jumper cable, LC to LC , 7 meter	SC Duplex to SC Duplex Cable Assembly, 9/125µm Singlemode, Ceramic Ferrule, Riser (OFNR) Rated, Number of fibers 2	EA	5		
			Singlemode jumper cable, LC to lc , 10 meter	SC Duplex to SC Duplex Cable Assembly, 9/125µm Singlemode, Ceramic Ferrule, Riser (OFNR) Rated, Number of fibers 2	EA	5		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
			Singlemode jumper cable, LC to LC , 15 meter	SC Duplex to SC Duplex Cable Assembly, 9/125µm Singlemode, Ceramic Ferrule, Riser (OFNR) Rated, Number of fibers 2	EA	5		
	Avaya	700 007 222	LSS Fiber Optic Splice Shelf	144 strand shelf, used with two termination shelves or in splice-only applications to store individual mechanical or fusion splices.	EA	1		
		706 024 380	Fiber shelf connector panel, 12 positions	Coupling panels accept ST, SC, Duplex SC, Duplex LC adapters.	EA	12		
		700 011 406	Fiber shelf connector panel, 6 positions	Coupling panels accept ST, SC, Duplex SC, Duplex LC adapters.	EA	36		
	Avaya	106 896 947	LIU Fiber Optic Lightguide Interconnection Units	12 position panel, terminates a maximum of 12 fibers or accommodates up to 12 fibers with CSL LightSplice or fusion splices	EA	5		
	Avaya	104 141 858	LIU Fiber Optic Lightguide Interconnection Units	Terminates up to 24 fibers using LC connectors and up to 12 fibers using STII+ or SC connectors	EA	10		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
	Avaya	105 535 926	LIU Fiber Optic Lightguide Interconnection Units	Terminates a maximum of 24 fibers or accommodates up to 24 fibers with CSL LightSplice or fusion splices or a combination of 12 splices and 12 terminations	EA	2		
	Avaya	760 033 928	Multimode Fiber Shelf (600 A1)	Frame mountable housing for terminating and/or splicing fiber optic cables and allows for organization of fiber interconnects	EA	2		
	Avaya	700 006 638	12 ST-EW panel (coup. Inc.)	Frame mountable housing for terminating and/or splicing fiber optic cables and allows for organization of fiber interconnects	EA	2		
Telcomm - Fiber Innerduct								
	Avaya	700 005 028	183 V1 lid cover	Clear Polycarbonate Lid Cover for 600A1 and 600A2 combination shelves	EA	2		
	Avaya	700 006 117	Fiber Optic Splice Kit	50 strand capacity	KT	4		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
			heat shrink (3/4x4')	Heat Shrink, Thin, Black, Minimum Expanded I.D. (in) .750, Nominal Recovered Wall Thickness (in) .030, Shrink Ratio 2:1, Length (ft) 4, Material Polyolefin, Style Cross-Linked, Nominal Diameter/Size 3/4", Maximum Recovered I.D. (in) .375, Flammability Rating Flame Retardant	EA	4		
			heat shrink (1/2x4')	Heat Shrink, Thin, Black, Minimum Expanded I.D. (in) .750, Nominal Recovered Wall Thickness (in) .030, Shrink Ratio 2:1, Length (ft) 4, Material Polyolefin, Style Cross-Linked, Nominal Diameter/Size 1/2", Maximum Recovered I.D. (in) .375, Flammability Rating Flame Retardant	EA	4		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
			heat shrink (3/8x4')	Heat Shrink, Thin, Black, Minimum Expanded I.D. (in) .750, Nominal Recovered Wall Thickness (in) .030, Shrink Ratio 2:1, Length (ft) 4, Material Polyolefin, Style Cross-Linked, Nominal Diameter/Size 3/8", Maximum Recovered I.D. (in) .375, Flammability Rating Flame Retardant	EA	4		
			heat shrink (1/4x4')	Heat Shrink, Thin, Black, Minimum Expanded I.D. (in) .750, Nominal Recovered Wall Thickness (in) .030, Shrink Ratio 2:1, Length (ft) 4, Material Polyolefin, Style Cross-Linked, Nominal Diameter/Size 1/4", Maximum Recovered I.D. (in) .375, Flammability Rating Flame Retardant	EA	4		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
			1" plenum interduct, orange (per foot)	1" interior diameter, nonmetallic corrugated flexible conduit for use in plenum and riser applications. PVDF Resin, Orange, with 3/4" pull tape pre-installed	FT	1000		
			1.5" plenum interduct, orange (per foot)	1.5" interior diameter, nonmetallic corrugated flexible conduit for use in plenum and riser applications. PVDF Resin, Orange, with 3/4" pull tape pre-installed	FT	1000		
	Porta Systems	25025-110-M110PC	25 Pair Protector		EA	1		
	Porta Systems	25050-110-M110PC	50 Pair Protector		EA	1		
	Porta Systems	25100-110-M110PC	100 Pair Protector		EA	1		
	MaxCell	MXC 3456XX1000	3" innerduct	3" MaxCell Innerduct	FT	1000		
	Avaya	104 206 701	8 position Termination Outlet	Wall mounted outlet, for applications requiring an 8 position/8 conductor jack.	EA	50		
	Avaya	107 321 721	RJ45 modular connector	Category 3, ivory	EA	200		
	Avaya	107 321 747	RJ45 modular connector	Category 3, gray	EA	25		
	Avaya	107 321 739	RJ45 modular connector	Category 3, white	EA	25		
	Avaya	108 232 737	RJ45 modular connector	Category 5e, ivory	EA	100		
	Avaya	108 232 695	RJ45 modular connector	Category 5e, black	EA	200		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
	Avaya	108 232 745	RJ45 modular connector	Category 5e, white	EA	25		
	Avaya	108 232 778	RJ45 modular connector	Category 5e, blue	EA	25		
Telecomm - Jacks and Faceplates								
	Avaya	108 232 703	RJ45 modular connector	Category 5e, orange	EA	25		
	Avaya	700 206 667	RJ45 modular connector	Category 6e, black	EA	25		
	Avaya	700 206 725	RJ45 modular connector	Category 6e, white	EA	25		
	Avaya	700 206 758	RJ45 modular connector	Category 6, blue	EA	25		
	Avaya	700 206 709	RJ45 modular connector	Category 6e, green	EA	25		
	Avaya	108 258 419	Faceplate, single, ivory	Flush-mounted simplex outlet faceplate	EA	25		
	Avaya		Faceplate, single, ivory, no window	Flush-mounted simplex outlet faceplate	EA	25		
	Avaya	108 168 477	Faceplate, duplex, ivory	Flush-mounted duplex outlet faceplate	EA	100		
	Avaya		Faceplate, duplex, ivory, no window	Flush-mounted duplex outlet faceplate	EA	100		
	Avaya	108 168 519	Faceplate, triplex, ivory	Flush-mounted triplex outlet faceplate	EA	100		
	Avaya		Faceplate, triplex, ivory, no window	Flush-mounted triplex outlet faceplate	EA	100		
	Avaya	108 168 550	Faceplate, quad, ivory	Flush-mounted quad outlet faceplate	EA	200		
	Avaya		Faceplate, quad, ivory, no window	Flush-mounted quad outlet faceplate	EA	200		
	Avaya	108-615-188	Faceplate, duplex, stainless steel	Stainless steel, duplex outlet faceplate	EA	25		
	Avaya	108 685 017	Faceplate, double gang, ivory, 8 port	Flush-mounted, double gang, 8 port faceplate	EA	5		
	Avaya	108 258 427	Faceplate, single, white	Flush-mounted simplex outlet faceplate	EA	25		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
	Avaya	108 168469	Faceplate, duplex, white	Flush-mounted duplex outlet faceplate	EA	25		
	Avaya	108 168 501	Faceplate, triplex, white	Flush-mounted triplex outlet faceplate	EA	25		
	Avaya	108 168 543	Faceplate, quad, white	Flush-mounted quad outlet faceplate	EA	25		
	Avaya	108 685 025	Faceplate, double gang, white, 8 port	Flush-mounted, double gang, 8 port faceplate	EA	5		
	Avaya	107 067 860	Blank Inserts, ivory	See Windows file blank inserts	EA	100		
	Avaya	107 067 928	Blank Inserts, white	See Windows file blank inserts	EA	50		
	Avaya	107 984 007	Surface mount box, single gang	ivory	EA	100		
	Avaya	107 984 049	Surface mount box, double gang	ivory	EA	100		
	Avaya	107 952 442	Surface mount box, quad gang	ivory	EA	100		
	Avaya	107 992 927	40A1 outlet	Surface mounted multimedia outlet box, for termination of fiber optic and/or copper cable.	EA	10		
	Avaya	107 655 177	M14 multimedia outlet	Quadplex outlet with hood	EA	10		
	Viking	k1900-5	Auto dialer	Automatically dials preprogrammed number whenever associated telephone is off hook.	EA	10		
	Panduit	jbx3510-ei-a	Panduit single gang box	Low Voltage Surface Mount Outlet Box for low voltage and or fiber optic applications	EA	25		
	Panduit	S100x150VAC	1.x1.5X.5 Black on Wh Label Cartridge		EA	1		
	3M Co.	BB2x12-8882/High gel	50 Pair Closure		EA	1		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
	3M Co.	BB4x24-8882/High Gel	400 Pair Closure		EA	1		
	3M Co.	4460-S	Shield Bond Connector		EA	1		
	3M Co.	25/4467	Grounding Braid Dispenser Pk		Pk	1		
	AM Polywater	HS-128	Hydrosol Cleaner		EA	1		
	3M Co.	4435	Sheath Scuff		EA	1		
	3M Co.	U710-SDL-25SD	Dry Splice Module		EA	1		
	3M Co.	U710-SCI-25S	Filled Splice Module		EA	1		
	3M Co.	8882-3000F	3000 Gram High Gel Encapsulant Foil Unipak bag		EA	1		
	Circa	3B1E	5 Pin Gas Tube Module		EA	1		
	Ortronics	OR-TJ600-36	Cat 6 Jack Blue		EA	25		
	Ortronics	OR-TJ600-25	Cat 6 Jack Green		EA	25		
	Ortronics	OR-TJ600-99	Cat 6 Jack Ivy		EA	25		
	Ortronics	OR-TJ600-00	Cat 6 Jack Black		EA	25		
	Ortronics	OR 40300549-99	Singleport Faceplate		EA	25		
	Ortronics	OR 40300548-99	Double port faceplate		EA	25		
	Ortronics	OR 40300547-99	3 port faceplate		EA	10		
	Ortronics	OR-40300546-99	4 port faceplate		EA	10		
	Ortronics	OR-40300545-99	6 port faceplate		EA	10		
	AMP	221185-1	RG6 BNC	100 per pack	EA	1		
	Milestek	10-03001-204	RG59 BNC Connector	100 per pack	EA	1		
	Gilbert	GF6AHS/USA	RG6 F Connector	100 per pack	EA	1		
			Cable Tie, 3.9", 1000 per package	Locking, 3.9"L x .098"W x .043" Thick, Nylon 6.6, white	PH	3		
			Cable Tie, 8", 1000 per package	Locking, 8"L x .098"W x .043" Thick, Nylon 6.6, white	PH	3		
			Cable Tie, 7.4", 1000 per package	Locking, 7.4"L x .19"W x .052" Thick, Nylon 6.6, white	PH	3		
			Cable Tie, 11.5", 1000 per package	Locking, 11.5"L x .19"W x .052" Thick, Nylon 6.6, white	PH	3		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
			Outdoor Cable Tie, 11.5", 100 per package	Locking, 11.5"L x .19"W x .052" Thick, UV inhibitor in nylon, black	PH	3		
Telecomm - Video Cable & Connectors Parts								
			Cable Tie, screw mount	Elongated slot permits installing the screw and aligning mount with the cable bundle .	EA	5		
	A1TECH	06-070-002-58	Web Cable Plus PC to TV Video Converter		EA	1		
		PLT3s-m White	11 1/2" 1000 count Tie Wraps	1000 per pack	PH	1		
		PLT2m-m 8"	Tie wraps thin white	1000 per pack	PH	1		
	Greenlee	84012	Anchor Kit	100 per pack	EA	1		
	3M	1700	3M 1710 Electrical Tape	Per Sleeve (10 rolls)	EA	1		
	Caddy	MPLS	Box Eliminators	100 per pack	PH	1		
	Panduit	LPMS-S8-C	Buttons	Pack of 100	PH	1		
	Panduit	TTS-35RX0	Panduit Velcro Strip, 10 per package	Hook & Loop Strip, 35' roll, .75" width, black	PH	1		
	Allentel	gb-13a	4" Metal Distrib Ring	Cross connect hardware, 4 7/8 in. x 1 7/8 in. x 3 1/8 in. x 2 3/4 in.	EA	20		
	Allentel	gb-13b	6" Metal Distrib Ring	Cross connect hardware, 6 1/8 in. x 3 1/8 in. x 4 3/8 in. x 3 3/4 in.	EA	20		
	Allentel	gb-13c	8" Metal Distrib Ring	Cross connect hardware, 8 1/2 in. x 5 1/8 in. x 6 3/8 in. x 3 3/4 in.	EA	20		
	Siemons	s66m1-50	50 pair 66 block	Field-Terminated M Series S66 Blocks	PR	5		
	Siemons	s66b4-3	3 Pair 66 block	Field-Terminated B Series S66 Blocks	PR	5		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
	Siemons	s-89d	66 block bracket	Specialty Mounting Bracket for 66-M-1 or 66-M-2 connecting blocks	EA	5		
	Siemons	WM-3A	Recessed Cable Management		EA	1		
	Allentel	g183a1	Blue Backboard, 1/2 panel	Color coded system backboards, connector cables toward telephone sets, terminations of up to 8 25-pair cables	EA	4		
	Allentel	gb183b1	Blue Backboard, Full panel	Color coded system backboards, connector cables toward telephone sets, terminations of up to 16 25-pair cables	EA	4		
	Reltec	F015218	Cross Connect Manager	8.5" x 6.6" equipped with (8) distribution posts, white	EA	4		
	Topaz Systems	T-LBK750-BHSB	SigLite LCD 4x3	electronic signature capture pad	EA	1		
	Video Associates Lab	ICAM - Pan/Tilt/Zoom	high end image acquisition systems for photo-id applications	USB connectivity	EA	1		
	GEFEN	EXT-USB-2-DVIHD	USB to DVI Adapter with High Def Support		EA	1		
	CMS	DKM-UX20M	Flat Panel Monitor Console with Fold-down LCD, Slide-out Keyboard Tray and Optical Mouse	2U form Factor; 20.1" LCD panel with resolution up to 1600x1200; includes slide rail mounting brackets	EA	1		
	Sharp	LC46D85UN	45-50" LCD Television		EA	1		
	Raritan	ASCSD25M	RJ-45 (F) TO DB25 (M) Serial Adapter		EA	1		
	Raritan	ASCSD25F	RJ-45 (F) TO DB25 (F) Serial Adapter		EA	1		
	Raritan	ASCSD9F	RJ-45 (F) TO DB9 (F) Serial Adapter		EA	1		
	Raritan	ASCSD9M	RJ-45 (F) TO DB9 (M) Serial Adapter		EA	1		
	AXIS	Q7401	Single Channel H.264 Video Encoder		EA	1		
	AXIS	Q7404	Four Channel H.264 Video Encoder		EA	1		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
	AXIS	M7001	Single Channel H.264 Video Encoder		EA	1		
			LTO-4 Magnetic Tapes		EA	1		
	Ultramagicard	Prima4	ID Badge Printer	part # 401	EA	1		
	Ultramagicard	Prima4	Inline Laminator	part # 451	EA	1		
	Ultramagicard	Prima4	Mag Stripe Encoder	part # 421	EA	1		
	Ultramagicard	Prima4	Contactless Card Encoder	HID: iClass	EA	1		
	Ultramagicard	Prima4	Smart Card Encoder	part # 422	EA	1		
	Ultramagicard	Prima4	Set of YMCK ink ribbon & reverse transfer film	part # 431	EA	1		
	Ultramagicard	Prima4	Clear Laminate, .6 mils thickness	part # 464	EA	1		
	Ultramagicard	Prima4	Clear Laminate, 1 mils thickness	part # 462	EA	1		
	Ultramagicard	Prima4	Cleaning pads	part # 491	EA	1		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
Maintenance Services								
		Digital Video Recording	Maintenance, part replacement, upgrades and bug fixes; preventative maintenance (PM) on site	24/7 emergency support; PM will consist of a site visit, lasting eight hours, two days per week by Pelco/Endura certified technician.	YR	1		
		Closed Circuit Television	Maintenance, part replacement, upgrades and bug fixes; preventative maintenance (PM) on site	24/7 emergency support; PM will consist of a site visit, lasting eight hours, two days per week by Pelco/Endura certified technician.	YR	1		
		Avaya Telephone System	24/7 monitoring and reporting, software and hardware maintenance, hardware replacement, upgrades and bug fixes; preventative maintenance (PM) on site and by remote access; CS1000E, CS1000HA, CallPilot, Contact Center, Reporting, Applications and peripherals	24/7 emergency support and preventative maintenance by Avaya certified technician.	YR	1		
		Avaya PASS Basic	CS1000E, CS1000HA, CallPilot, Contact Center, Reporting, Applications and peripherals		YR	1		
		Avaya PASS Upgrade	CS1000E, CS1000HA, CallPilot, Contact Center, Reporting, Applications and peripherals		YR	1		
		IVRU System	24/7 monitoring and reporting, software and hardware maintenance, hardware replacement, upgrades and bug fixes; preventative maintenance (PM) on site and by remote access; CS1000E, CS1000HA, CallPilot, Contact Center, Reporting, Applications and peripherals	24/7 emergency support and preventative maintenance by Avaya certified technician.	YR	1		
	Exelis	Noise Monitoring System	Maintenance, upgrades and bug fixes	24/7 support	YR	1		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount
	Exelis	Symphony Ops Vue	Maintenance, upgrades and bug fixes	24/7 support	YR	1		
	Honeywell	ProWatch Access Control System	Maintenance, software upgrades and bug fixes; Minimum four (4) on-site system optimization checks per calendar year	24/7 support provided by Honeywell Enhanced Software Support Agreement (ESSA)	YR	1		
		Fax Server System	Maintenance, upgrades and bug fixes	Next Business Day, 4 hour response	YR	1		
		Mercom (Verint) Recorder	Maintenance, upgrades and bug fixes	Next Business Day, 4 hour response	YR	1		
	AirIT	Common Use System (EASE)	Maintenance, upgrades and bug fixes	24/7 telephone & remote support	YR	1		
	AirIT	AODB/RM System	Maintenance, upgrades and bug fixes	24/7 telephone & remote support	YR	1		
	AirIT	Advertising System	Maintenance, upgrades and bug fixes	24/7 telephone & remote support	YR	1		
	AirIT	Propworks	Maintenance, upgrades and bug fixes	8am-5pm telephone & remote support	YR	1		
	AirIT	Flight Information Display System (FIDS)	Maintenance, upgrades and bug fixes	24/7 telephone & remote support	YR	1		
	AirIT	Enterprise Service Bus (ESB)	Maintenance, upgrades and bug fixes	24/7 telephone & remote support	YR	1		
	AirIT	Baggage Management System (IBMS)	Maintenance, upgrades and bug fixes	24/7 telephone & remote support	YR	1		

Section	Manufacturer	Model #	Description	Special Features	Unit of Measure	Estimated Qty	Unit Price	Total Amount



**CITY OF PHILADELPHIA**  
**PROCUREMENT DEPARTMENT**  
**DATA PROCESSING AGREEMENT**  
**Invitation and Bid No. S3Z59220**

**CITY OF PHILADELPHIA  
PROCUREMENT DEPARTMENT**

**DATA PROCESSING AGREEMENT**

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

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

The undersigned, hereinafter called "Contractor" or "Bidder," by signing the Invitation and Bid as provided in pages 1-51 of this Data Processing Agreement ("DPA"), agrees to furnish to the City of Philadelphia (the "City") the data processing and other equipment and products, the computer software, and/or the services that are described in the product and/or service specifications and requirements set forth in the Invitation and Bid, in accordance with such specifications and requirements, the Price Schedule, and the terms and conditions set forth in this DPA and elsewhere in the Invitation and Bid. Unless otherwise stated in an addendum issued by the Procurement Department, the Contract shall be effective as of the date set forth in Section I, *General Bid Submission*, of the Invitation and Bid (provided that all other conditions of a contract binding on the City, as set forth in Paragraph 25.i. below, are fully satisfied), and the initial term and renewal terms, if any, of the Contract shall be as set forth in such Section I.

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

- a. **BID, BIDDER; CONTRACTOR** - This Invitation And Bid, properly executed by the bidder and submitted to the Procurement Department in accordance with its requirements, constitutes the Bid. The Bidder is the entity submitting and signing, by its authorized signatory, the Invitation And Bid. The successful bidder, whose bid is signed by the Procurement Commissioner and becomes the Contract, is also referred to as the "Contractor."
- b. **CONTRACT** - The Invitation And Bid, properly executed by the successful bidder as required below, shall become the Contract upon, but only upon, execution by the Procurement Commissioner and the satisfaction of all set forth in Paragraph 25.i. The Contract shall consist of all of the documents constituting the Invitation And Bid (as set forth in Paragraph 2.1), as executed by the bidder and the Procurement Commissioner, together with all Purchase Orders issued by the Procurement Department pursuant to the Contract; the term "Contract" shall refer collectively to such documents.
- c. **DATA PROCESSING AGREEMENT or DPA** - The term "Data Processing Agreement" or "DPA" shall refer to that part of the Contract consisting of this document (Paragraphs 1-27 and pages 1-51 hereof), together with all exhibits and attachments hereto.
- d. **DAY**- Calendar day, unless business day is specified

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

- q. PRICE SCHEDULE - "Price Schedule" refers to Section 5 of the Invitation and Bid, titled "Pricing," where the Bidder is required to provide pricing is under the Invitation and Bid.
- r. PRINCIPAL PERIOD OF MAINTENANCE (PPM) - Unless otherwise called for in the bid specifications, the PPM shall consist of ten (10) consecutive hours between the hours of 8 a.m. and 6 p.m. (local time), Monday through Friday (exclusive of national holidays observed by Contractor).
- s. PRODUCT(S) - Equipment, operating system software, application software, and other products required under the Contract.
- t. PURCHASE ORDER - The purchasing document, bearing the title "Purchase Order" and the number of the Contract, as signed by an authorized representative of the Procurement Department, that authorizes the Contractor to furnish and the City to pay for equipment, software, and/or services required under the Contract.
- u. REMEDIAL MAINTENANCE - The maintenance performed by Contractor which results from equipment or software failure and which is performed as required, and therefore on an unscheduled basis.
- v. SUBCONTRACTOR - any subcontractor or supplier to Contractor, at any tier.

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

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

services to be performed, prices and options committed to remain in force over a fixed period of time, or any other similar matter regardless of the fact that the duration of such commitment may exceed the term of this DPA.

#### 4. INVOICES; LEASE AND LEASE/PURCHASE TERMS

a. Invoices - Invoice requirements shall be as set forth in Section 4, *Contract Management*, of the Invitation and Bid.

b. Lease; Lease/Purchase

(1) Contractor shall render invoices (3 copies) to the City for monthly lease or lease/purchase payments in the month for which the charges accrue. No lease or lease/purchase charges shall accrue until after acceptance of the equipment and/or software pursuant to acceptance of the equipment and/or software pursuant to Paragraph 7 of this DPA. City will evidence its acceptance of equipment and/or software by written notice to Contractor. Invoices shall as a minimum provide:

(a) type and description of equipment or product;

(b) serial or other identification number;

(c) prompt payment discount, if applicable;

(d) City Purchase Order and contract numbers.

(2) Essential Use - It is the City's intent to make all lease or lease/purchase payments in connection with the equipment and/or software if funds are legally appropriated therefore, and in that regard City represents that the use of the equipment and/or software is essential to its proper, efficient and economic operation. City also represents that:

(a) it has every intent to do or cause to be done all things necessary to preserve this DPA and all related documents (if any) in full force and effect; and

(b) it has sufficient appropriations or other funds available to pay all amounts due during the current fiscal period.

(3) Authority and Authorization - City represents, covenants and warrants that:

(a) City is fully constituted political subdivision of the Commonwealth of Pennsylvania;

(b) the execution, delivery and performance by City of this DPA has been duly authorized by all necessary action on the part of the City;

(c) this DPA constitutes a legal, valid and binding DPA of City enforceable in accordance with its terms

- (d) no further approval, consent or withholding of objections is required from any governmental authority with respect to this DPA;
- (e) the entering into and performance of this DPA is not contrary to and does not violate any judgement, order, law, or regulation or constitute a default by City under any other DPA or instrument;
- (f) with respect to this DPA, City has complied with all procurement and other legal requirements.

(4) Termination Due to Non-Appropriation

- (a) In the event sufficient funds are not appropriated any future fiscal period of City for lease or lease/purchase payments due under the Contract, the City shall promptly notify contractor of such occurrence and this shall, in accordance with the provisions of Subparagraph 4.f. below, terminate as of the last day of the period for which a Purchase Order was issued by the Procurement Department, without penalty or expense to the City of any kind whatsoever.
- (b) In the event of such termination, City shall peaceably surrender possession of the equipment and/or software to Contractor (or its designee) on the date of such termination, in the same condition as when delivered, subject to reasonable wear and tear. Notwithstanding the foregoing, it is City's intent that:
  - (1) it will not cancel this DPA under the provisions of this Subparagraph or Subparagraph 4.f. below if any funds are appropriated to the City department or agency for whom the equipment was acquired (hereinafter referred to as the "Ordering Department") for the acquisition, retention or operation of the equipment or other equipment or services performing functions similar to such equipment for the fiscal period in which such termination occurs; and
  - (2) that the Ordering Department will not give priority in the application of funds to any other functionally similar equipment or services.

Neither this Subparagraph nor Subparagraph 4.f. below will be construed so as to permit City to terminate the terms and conditions of this Subparagraph 4 for convenience or in order to acquire any other equipment or services for the Ordering Department to perform in essentially the same application for which the equipment is intended.

- (5) Security Interest - City grants to Contractor, a purchase money security interest until City's payment of the last monthly lease or lease/purchase payment. City agrees to execute and deliver, so that Contractor may file or record, any documents reasonably requested by Contractor for the purpose of protecting and/or perfecting said security interest. In the event this DPA terminates as a result of non- appropriation of funds as specified in Subparagraph 4.f. below, the equipment and software (including title to the equipment) will pass from City to Contractor.

- (6) Purchase Option - Upon written notice from the City to Contractor (which notice may, in City's sole discretion, be in the form of a Purchase Order issued to Contractor), and provided there is no Event of Default (as defined below in Subparagraph 4.b.(8) or any event which, with notice, could become an Event of Default, then existing, City will have the right to fully satisfy its obligations under the lease or lease/purchase payment schedule with respect to any or all items of equipment and/or software by paying Contractor a concluding payment equal to the unpaid time balance calculated to delete any interest then unearned. Upon satisfaction by City of such payment obligations, Contractor will transfer any and all of its rights, title and interest in such equipment to City free and clear of any liens created by Contractor.
- (7) Contractor's Right of Assignment
- (a) Upon approval by the City, pursuant to Paragraph 17 of this DPA, Contractor shall have the right to assign the following rights and interests to its assignee (herein after referred to as "Approved Assignee").
- (1) all of City's lease or lease/purchase payments due and to become due under the Contract;
- (2) all of Contractor's right, title and interest in and to the equipment and other property described in the Contract; and
- (3) all of Contractor's rights and remedies under the Contract, including the right to take all legal, equitable and other action necessary to enforce City's obligation.
- (b) It is expressly understood and agreed that the Approved Assignee shall not assume, nor will it be liable for the performance of any of the obligations or liabilities of Contractor under the Contract; they all remain the responsibility of Contractor. However, it is also understood and agreed that the Approved Assignee shall not by virtue of any such agreement acquire any greater or better rights than Contractor has or would have had to payment under the Contract and that the Approved Assignee shall only be entitled to payments which are actually due or become due under the Terms and Conditions of the Contract.
- (c) After approval by the City of proposed assignment, Contractor shall specify in writing the location to which the lease or lease purchase payments due and to become due under the Contract shall be forwarded; all lease or lease purchase payments shall continue to be made payable in the name of Contractor notwithstanding such approved assignment. City shall keep a complete and accurate record of all such assignments in a manner that complies with the Internal Revenue Code, Paragraph 103 (i), and the regulations promulgated hereunder.
- (8) Default by City
- (a) The term "Event of Default", as used herein, means the occurrence of any one or more of the following events:

- (1) City fails to make any lease or lease/purchase payment as it becomes due in accordance with the terms of the Contract and/or Purchase Order, and such failure continues, after written notice thereof by Contractor, for a period longer than the City's standard payment cycle (i.e. normally within 45-60 calendar days following receipt of proper invoices);
  - (2) City fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it in connection with any lease or lease/purchase arrangements entered into hereunder and such failure continues for thirty (30) days after written notice thereof by Contractor.
- (b) Upon the occurrence of any Event of Default, and as long as such Event of Default is continuing, Contractor may, at its option, exercise any one or more of the following remedies:
- (1) By written notice to City, request City to promptly return the equipment to Contractor, whereupon City shall immediately return the equipment at City's expense and in the manner set forth in Subparagraph 4.b.(4) hereof, or Contractor, at its option, may enter upon the premises where the equipment is located and take immediate possession and remove the same;
  - (2) Sell or lease the equipment or sublease it for the account of City, holding City liable for all lease or lease/purchase payments due to the effective date of such selling, leasing or subleasing and for the difference between:
    - (a) The purchase price, rental and other amounts paid by the purchaser, lessee or sub- lessee pursuant to such sale, lease or sub lease; and
    - (b) the amounts payable by City hereunder.
- (9) Representations Regarding Government Use:
- (a) If vendor is utilizing tax exempt funds to finance the lease or lease purchase City represents, covenants, and warrants as follows:
    - (1) It will comply with the applicable information reporting requirements of the federal Internal Revenue Code, including but not limited to, the execution and delivery to contractor of information statements required thereby;
    - (2) It will not do, cause to be done, or fail to do any act that will cause the Contract, or any transaction hereunder, to be an arbitrage bond within the meaning of the applicable provisions of the federal Internal Revenue Code;
    - (3) It will not do, cause to be done, or fail to do any act that will cause the Contract, or any transaction hereunder, to be a private activity bond

within the meaning of the applicable provisions of the federal Internal Revenue Code;

(4) It will not do, cause to be done, or fail to do any act that will cause the interest portion of the lease or lease/purchase payments to be or become subject to federal income taxation under the code;

(5) It will be the only entity to own, use and operate the equipment during the lease or lease/purchase term.

(b) Vendor agrees to prepare for the City's review and certification any reports regarding the lease or lease purchase payments required under the applicable Paragraph(s) of the code.

c. Monthly Rental/License Charges

(1) Payment for monthly rental or license charges if less than one month's duration shall be prorated at 1/30th of the monthly rental or license charge for each calendar day except that the 31st day of any month shall not be included in the computation.

(2) Contractor shall render invoices (3 copies) for monthly rental for license charges in the month following the month for which the charges accrue. Monthly charges shall not accrue until after acceptance of the equipment and/or software by the City. Invoices shall as a minimum provide:

(a) type and description of equipment or product;

(b) serial or other identification number;

(c) monthly charge for each time;

(d) total charges;

(e) City Purchase Order and contract numbers.

d. Maintenance Charges

(1) Payment for maintenance services less than one month's duration shall be prorated at 1/30th of the monthly maintenance charges for each calendar day except that the 31st day of any month shall not be included in the computation.

(2) Contractor shall render invoices (3 copies) for basic monthly maintenance charges in the month for which such charges accrue. Invoices shall provide as a minimum:

(a) type and description of each piece of equipment or product;

(b) serial number or other identification number

(c) basic monthly charge for each machine and feature;

(d) total charges;

- (e) prompt payment discount, if applicable;
  - (f) City Purchase Order and contract numbers.
- (3) In case of extra service charges (i.e., per-call maintenance), contractor shall render invoices in the month following the month for which such charges accrue. Invoices shall provide as a minimum:
- (a) number of hours of extra service;
  - (b) extra service rate applied; and
  - (c) total extra service charges for the month.
- (4) Extra service charges shall be computed in a minimum of fifteen (15) minute ~~or less~~ increments. A copy of the applicable malfunction incident report(s) shall accompany this invoice.
- f. Fiscal Funding Limitation - Payment for items and/or services to be furnished hereunder after the end of the City's current fiscal year (i.e., after June 30th) is subject to Councilmanic appropriation of funds in each succeeding fiscal year of the City. In the event that City Council fails to appropriate the necessary funds for such items and/or services in any future fiscal year of the City, the Contract shall terminate automatically without penalty, cost or liability to the City as of the last day of the fiscal period for which an appropriation was received. Payment for items and/or services after the end of the City's current fiscal year will be made pursuant to Purchase Orders issued by the City in the following fiscal year.

**5. DELIVERY/INSTALLATION DATES**

a. Equipment

- (1) Contractor shall deliver or install newly manufactured equipment (or equipment warranted as new), ready for set up or use, within 45 days of receiving the Purchase Order; or, if different delivery or installation dates are specified in the Purchase Order and/or Invitation and Bid, on or before the delivery or installation date(s) set forth in the Purchase Order and/or Invitation and Bid. The date(s) set forth in the bid specification may be changed upon mutual agreement of the parties in writing. All equipment must be furnished as originally manufactured without change, alteration or modification to the equipment or any of the internal components thereof.
- (2) If the equipment is delivered or installed prior to the specified date, the City may elect to use the equipment and change the specified date accordingly.
- (3) Any changes by the City to an order or any part thereof, may require the establishment of a new mutually agreed to delivery or installation date. The City may delay the delivery or installation date by notifying Contractor at least twenty (20) calendar days before the delivery or installation date previously established.
- (4) The City shall provide Contractor reasonable access to the site for the purpose of delivering or installing the equipment on or before the specified date. Contractor shall specify in writing the estimated time required to deliver or install the equipment.

- (5) Equipment to be installed shall not be considered ready for acceptance testing until:
  - (a) Contractor notifies the City in writing that the equipment is installed and ready for use;
  - (b) Contractor provides the City with the documentation of successful testing performed at the City's installation site which demonstrates that the equipment operates in accordance with the manufacturer's technical specifications;
  - (c) after review of the documentation the City agrees that the equipment is ready to begin the acceptance test.
- (6) Equipment to be delivered will be set up by the City in accordance with the instructions furnished by the manufacturer.
  - (a) set up of the equipment by the City and beginning of the acceptance testing shall be done within the set up allowance period provided for by the manufacturer for the type equipment involved;
  - (b) where equipment to be delivered is to be used in conjunction with equipment to be installed by the Contractor, the beginning of the set up allowance period for the delivered equipment or the installation date of the installed equipment, whichever is later.

b. Software

- (1) Contractor shall, as required in the Invitation and Bid and/or Purchase Order, deliver or install the required operating system software and/or ordered application software ready for set up or use, on or before the delivery or installation date(s) set forth in the Invitation and Bid and/or Purchase Order. The delivery or installation date(s) set forth in the bid specifications may be changed upon mutual agreement of the parties in writing. All operating system software and application software shall perform in accordance with the software manufacturer's technical specifications and Contractor's representations.
- (2) Operating system software and/or application software to be installed shall not be considered ready for acceptance testing until:
  - (a) Contractor notifies the City in writing that the software is installed and ready for use;
  - (b) Contractor provides the City with the documentation of successful testing performed at the City's installation site which demonstrates that the software operates in accordance with the software manufacturer's technical specification;
  - (c) After review of the documentation, the City agrees that the software is ready to begin the acceptance test.

- (3) Operating system software and/or application software to be delivered shall be set up and loaded by the City in accordance with the instructions furnished by the software manufacturer. Set up and loading of the software shall be done within five working days following delivery or within the set up allowance provided by the manufacturer, whichever is later, provided that the equipment on which it operates has been classified by the City as being ready for acceptance testing.
- c. Technical Reference Manuals - Contractor shall provide on or before the required delivery or installation date for the equipment, operating system software and/or application software, one (1) complete set of all applicable reference manuals. Unless otherwise expressly prohibited by the Contractor, said manuals may be reproduced by the City for its own internal use. For purpose of Paragraph 6. of this DPA, equipment and software shall not be considered delivered or installed if the aforesaid manuals have not been furnished to the City.

## 6. LIQUIDATED DAMAGES FOR DELAY

- a. General - The delivery and/or installation date(s) for the equipment, operating system software and/or application software provide for the utilization of the equipment and software consistent with the timing schedule of the City's programs. If the equipment and software are not delivered or installed by the specified date(s), the delay will interfere with the proper implementation of programs utilizing the equipment and software to be acquired under the Contract, to the loss and damage of the City. Due to the nature of this matter, it would be impracticable and extremely difficult to fix the actual damages sustained in the event of any such delay. The parties acknowledge that in the event of any such delay the City will sustain damages, and they agree that in the event of any such delay Contractor shall pay the amounts set forth in this Paragraph as liquidated damages and not as a penalty.
- b. Equipment
  - (1) If, on any scheduled delivery or installation date, Contractor has not delivered and/or installed (whichever is specified in the Purchase Order or elsewhere in the Contract) all ~~the~~ equipment that is scheduled for delivery or installation by such date (designated by type and model numbers, and including all features and accessories specified in the Purchase Order or elsewhere in the Contract), then Contractor shall pay to the City, as fixed and agreed liquidated damages, not as a penalty, for each calendar day's delay beginning with the scheduled delivery or installation date, one half of one per cent of the total amount of the Purchase Order(s) that apply to the equipment scheduled for delivery or installation by such date, whether or not the equipment was delivered and/or installed after such date, and whether or not other equipment required under such Purchase Orders was delivered and/or installed by the dates scheduled therefor. The City shall have the right, at its sole discretion, to deduct the amount of such liquidated damages from any invoice of Contractor under the Contract.
  - (2) If some, but not all, of the machines scheduled for delivery or installation are delivered or installed and the City uses any such delivered or installed machines, liquidated damages shall not accrue against the machines so used.
  - (3) If the delay is more than thirty (30) calendar days, then the City may, in its sole discretion, by written notice to Contractor (i) cancel the Purchase Order(s), in whole or in part, that apply to the equipment not timely installed and/or delivered, or (ii) declare Contractor in default and proceed in accordance with the provisions set forth in Paragraph 15 of this DPA. If the City terminates the right of Contractor to deliver

or install and seeks to obtain substitute equipment, Contractor shall be liable for liquidated damages in the amount specified in Paragraph 6.b(1) until substitute equipment is delivered or installed, and, in addition, for all costs incurred by the City to obtain the substitute equipment and for all other amounts due or payable to the City pursuant to Paragraph 15 of this DPA. If the City elects not to declare Contractor in default, then Contractor shall timely perform all Purchase Orders not cancelled by the City, and for Purchase Orders that are cancelled in part only, all obligations not cancelled. The remedies set forth in (i) and (ii) of this Subparagraph b.(3) shall not be exclusive, and the City's exercise of the remedy set forth in (i) shall in no way preclude the City from exercising any of its rights and remedies under Paragraph 15, *Default*, of this DPA.

- (4) If the City is unable to use the equipment because Contractor failed to deliver or install (as applicable) the operating system software and/or application software ordered with the equipment on or before the delivery or installation date, and Contractor does not furnish other programming which the City accepts and agrees in writing would render the equipment usable, then, beginning with the applicable delivery or installation date, liquidated damages as specified in Paragraph 6.b.(1) shall apply in addition to the liquidated damages as specified in Paragraph 6.c. (1), until the City uses the equipment or until the Contractor provides the other programming which would render the equipment usable, whichever occurs first.

c. Software

- (1) If Contractor does not deliver or install (as applicable) all operating system and/or application software ordered with the equipment as prescribed in Paragraph 5.b., on or before its scheduled delivery or installation date, Contractor shall pay to the City, as fixed and agreed liquidated damages, not as a penalty, three per cent of the monthly charge, or one half of one per cent of the one-time charge if there is no monthly charge, for each calendar day's delay in delivery or installation for each software item which is not delivered or installed as prescribed in Paragraph 5.b. In addition, the City may, at its option, delay the delivery or installation date of the equipment for which the software was ordered. The liquidated damages provided for in this Subparagraph 6.c.(1) shall not extend to chip-based firmware embedded in equipment, which shall be considered part of the equipment subject to Subparagraph 6.b for purposes of assessing liquidated damages.
- (2) If the delay is more than thirty (30) calendar days, then the City may, in its sole discretion, by written notice to Contractor (i) cancel the Purchase Order(s), in whole or in part, that apply to the software item(s) not timely installed and/or delivered, or (ii) declare Contractor in default and proceed in accordance with the provisions set forth in Paragraph 15 of this DPA. If the City terminates the right of Contractor to deliver and/or install (as applicable) the operating system and/or application software and seeks to obtain substitute software, Contractor shall be liable for liquidated damages until substitute software is delivered or installed, and, in addition, for all costs incurred by the City to obtain the substitute software and for all other amounts due or payable to the City pursuant to Paragraph 15 of this DPA. If the City elects not to declare Contractor in default, then Contractor shall timely perform all Purchase Orders not cancelled by the City, and for Purchase Orders that are cancelled in part only, all obligations not cancelled. The remedies set forth in (i) and (ii) of this Subparagraph c.(2) shall not be exclusive, and the City's exercise of the remedy set

forth in (i) shall in no way preclude the City from exercising any of its rights and remedies under Paragraph 15, *Default*, of this DPA.

- (3) In the event the provisions of Paragraph 6.b.(2) are applicable and substitute equipment is delivered or installed, Contractor shall be liable for liquidated damages in the amount specified in Paragraph 6.c.(1) for the period of time between the original software delivery or installation date and the date the software for the substitute equipment is delivered or installed (as applicable).
- d. Limitation - Unless otherwise provided elsewhere in the Contract, in no event shall the total of the combined liquidated damages for equipment and software for which Contractor may be liable under this Paragraph 6 exceed fifty-five (55) per cent of the total dollar amount of all Purchase Orders that apply to the software and/or equipment not timely delivered and/or installed.
- e. Exception - Contractor shall not be liable for liquidated damages for delays due to causes which would relieve Contractor from liability for costs incurred by the City to procure substitute services, equipment, software, or other products, as provided in Paragraph 15.d, *Force Majeur Exceptions to Contractor Default*, of this DPA.
- f. The City's right to, and receipt of, liquidated damages for delays as provided in this Paragraph is in addition to and not in limitation of any rights and remedies the City may have under the Contract, including but not limited to Paragraph 15 of this DPA.

## **7. STANDARD OF PERFORMANCE AND ACCEPTANCE**

- a. This Paragraph establishes a standard of performance which must be met before any equipment or software (operating system and/or application) is accepted by the City. This also includes field modification of a machine from one model to another and machines which are added or field modified after a system has completed a successful performance period. It shall not include field modifications not involving a model change, machines which are relocated by the City, or machines not maintained by Contractor.
- b. For equipment delivered by Contractor and for equipment and/or required operating system software to be installed by Contractor:
  - (1) The performance period shall begin on the date the equipment and/or software is installed, ready for use and shall end when the equipment and/or software furnished hereunder has met the standard of performance for a period of thirty (30) consecutive calendar days by operating in conformance with the manufacturer's technical specifications and Contractor's representations. It is understood that equipment shall not be deemed to have satisfied the standard of performance unless during the said thirty (30) consecutive calendar day period the equipment operates as described in this Subparagraph at an average effectiveness level of 90% or more.
  - (2) In the event the equipment and/or software (operating system) does not meet the standard of performance during the initial thirty (30) consecutive calendar days, the standard of performance test shall continue on a day-by-day basis until the standard of performance is met for a total of thirty (30) consecutive calendar days.
  - (3) If the equipment and/or operating system software fails to meet the standard of performance after one hundred twenty (120) days from the commencement of the

performance period, the City may, in its sole discretion, terminate the applicable Purchase Order and/or proceed in accordance with the provisions of Paragraph 15, *Default*. In the event of such termination, Contractor shall, upon written notice by the City, remove, by the date specified in the City's notice and at Contractor's sole expense, all equipment and/or software furnished under the terminated Purchase Order(s).

- (4) The average effectiveness level for a system is the percentage figure determined by dividing the number of operational use time hours of the processor during the performance period by the number of such hours plus equipment failure downtime.
- (5) After the equipment and/or software has completed a successful performance period, a machine which is field modified from one model to another, or is ordered for that system, shall be subject to a performance period which shall be determined in accordance with the provisions of Paragraph 7, but independently of processor or other machine downtime in the system. Should the actual hours be less than 100 and the average effectiveness level for such hours be 90 percent or more, the City shall accept the machine without additional simulated machine operational use time necessary to achieve a minimum of 100 hours of use time on that machine.
- (6) Operational use time for performance testing for a system is defined as the accumulated time during which the processor is in actual operation, including any interval of time between the start and stop of the processor.
- (7) Operational use time for performance testing of a field modified machine involving a model change or a machine added to a system, which has been accepted by the City, is defined as the accumulated time during which the machine is in actual use.
- (8) During the performance period, equipment failures will be corrected by Contractor at no cost to the City.
- (9) During a period when one or more machines are inoperable and the system is undergoing a performance test, the City may run jobs when such action does not interfere with maintenance of the inoperable equipment. The operational use time which accrues on the processor during this period shall be excluded from the system's effectiveness level computation. The downtime which accrues during this period shall be excluded from the downtime portion of the system effectiveness level computation.
- (10) Machine failure downtime including downtime for added, field modified, substitute or replacement machines after a system has completed a successful performance period, is that period of time when such machines are inoperable due to their failure.
- (11) Downtime for each incident shall start from the time the City makes a bona fide attempt to contact the Contractor's designated representative at the pre-arranged contact point and ends when the system or machine(s) is returned to the City in proper operating condition, exclusive of actual travel time required by contractors maintenance personnel but not in excess of one hour on the day such service were requested.
- (12) During the performance period for a equipment and/or software, a minimum of 100 hours of operational use time with reproductive or simulated work will be required as a basis for computation of the average effectiveness level, exclusive of the periods

covered by Paragraph 7.b.(9). However, in computing the average effectiveness level, the actual number of operational use hours shall be used when in excess of the minimum of 100 hours. In scheduling use during the performance period, the City shall schedule enough hours to achieve the minimum 100 hours required and shall make provisions for preventive maintenance required for the system.

- (13) The City shall maintain appropriate daily records to satisfy the requirements of this Paragraph 7.
- (14) Equipment and/or software shall not be accepted by the City and no charges shall be paid by the City until the standard of performance is met except that, should the City delay the start of the performance period in accordance with the maximum 30-day delay provision in Paragraph 7.b.(16), amounts equal to Contractor's standard maintenance charges for the period between the installation date and the beginning of the performance period shall accrue and shall be paid promptly upon completion of a successful performance period. The date of acceptance shall be the first day of the successful performance period.
- (15) Operational use time and downtime shall be measured in hours and whole minutes.
- (16) Should it be necessary, the City may upon prior notice to Contractor to be confirmed in writing, delay the start of the performance period, but such delay shall not exceed thirty (30) consecutive calendar days, subject to the provisions in Paragraph 7.b.(14). The performance period must begin no later than the 31st day, unless otherwise agreed in writing between the City and the Contractor.
- (17) When a system involves on-line machines which are remote to the basic installation, the required effectiveness level shall apply separately to the system and to each remote machine, unless the City and Contractor agree otherwise. When system configurations ordered by the City are so designed as to have characteristics which would prevent a successful attainment of the standard of performance, the Contractor will advise the City in writing within 15 days from Contractor's receipt of the order (unless a different period is specified in the Purchase Order or elsewhere in the Invitation and Bid) of any equipment or software which Contractor believes will not meet the standard of performance and therefore will not be considered for purposes of the standard of performance, warranty, or maintenance.

c. For required operating system software to be delivered but not installed by Contractor:

- (1) Operating system software shall be accepted by the City provided that the installed software (i) successfully runs the manufacturer's diagnostic routines; (ii) operates in accordance with all applicable manufacturers specifications and all specifications and requirements set forth in the Invitation and Bid; (iii) fully conforms to all such requirements and specifications when operated together with the other software, and on the equipment, if any, furnished by the Contractor under the Contract; and (iv) if so required under the Purchase Order and/or Invitation and Bid, fully conforms to all such requirements and specifications when operated together with other software, and on equipment, that was not furnished by Contractor under this Contract.
- (2) If any of the City's acceptance tests shall disclose deficiencies, the City shall notify Contractor in writing of the deficiencies, the City shall notify Contractor in writing of the deficiencies and Contractor (or such longer period as the City may authorize in

writing) repair or replace the defective equipment and/or software and the City shall promptly thereafter reconduct the acceptance tests.

- (3) Failure to meet the acceptance criteria specified above upon the second test shall, at the City's option, be deemed a default by Contractor and the City shall have all the rights afforded to it as are applicable on default hereunder.

d. For unmodified applications software to be installed or delivered by Contractor:

- (1) Unmodified applications software shall be accepted by the City promptly after installation or delivery to the City site provided that the application software successfully runs the manufacturers diagnostic routines furnished hereunder by the Contractor.
- (2) If any of the foregoing tests shall disclose deficiencies, the City shall notify Contractor in writing of the deficiencies and Contractor shall, within ten (10) calendar days after receipt of such notification (or such longer period as the City may authorize in writing), replace the defective application software, and the City shall promptly thereafter reconduct the acceptance tests.
- (3) Failure to meet the acceptance criteria specified above upon the second test shall, at the City's option, be deemed a default by Contractor and the City shall have all the rights afforded to it as are applicable on default hereunder.

e. For modified applications software to be installed or delivered by Contractor.

- (1) The successful Contractor and the City will develop a plan for acceptance testing of modified applications software.
- (2) For each installation of modified applications software, or phase thereof, the Contractor and the City will, unless agreed otherwise in writing, proceed as follows:
  - (a) They will establish and document in writing the definition of elements of the application or phase thereof, as described in the Purchase Order or elsewhere in the Contract.
  - (b) They will establish a mechanism for review of the on-going development of the modified applications software, or phase thereof, to include review and feedback sessions between City and Contractor's personnel.
  - (c) They will conduct an initial testing of the modified applications software supervised by City personnel:
    - (1) Testing should take place at a Philadelphia area location with the hardware/software available locally or through dial up/leased lines.
    - (2) Representative test data shall be developed by the City approximating 2% of the total annual work volume for that phase of work.
    - (3) Entry of the test data shall be done by City personnel (or by Contractor personnel as an option selected by City) and results

reviewed jointly by City and Contractor to determine further requirements.

- (d) Upon completion of the programming changes as required by the initial testing, they will conduct a secondary test of the modified application software supervised by City personnel:
  - (1) Testing should take place at a Philadelphia area location with the hardware/software available locally or through dial up/leased lines.
  - (2) Representative test data shall be developed by the City approximating 7% of the total annual work volume for that phase of work.
  - (3) Entry of the test data shall be done by City personnel (or by Contractor personnel as an Option selected by City) and results reviewed jointly by City and Contractor to determine further requirements.
- (3) Acceptable completion of secondary testing for the modified applications software or each phase thereof, shall be required prior to final acceptance testing.

f. Final acceptance testing:

- (1) Upon completion of the programming changes as required by the secondary testing, the Contractor shall undertake all measures necessary to initiate acceptance testing as outlined in Subparagraph 5.b.(2).
- (2) The performance period shall begin on the date the modified applications software, or phase thereof, is installed or delivered ready for use and shall end when the applications software furnished has met the standard of performance for a period of thirty (30) consecutive calendar days by operating in conformance with the City requirements and Contractors representations.
- (3) In the event the modified applications software does not meet the standard of performance during the initial thirty (30) consecutive calendar days, the standard of performance test shall continue on a day-by-day basis until the standard of performance is met for a total of thirty (30) consecutive calendar days.
- (4) If the modified applications software fails to meet the standard of performance after ninety (90) days from the commencement of the performance period, the applications software or phase thereof shall be remanded to the Secondary testing level, and Contractor may be subject to the provisions of Subparagraph 6.c.
- (5) Upon being remanded to the secondary testing level, the City shall notify Contractor in writing of the deficiencies and Contractor shall make the additional modifications necessary to meet City requirements prior to initiating a second final acceptance test.
- (6) The City shall maintain appropriate daily records to satisfy the requirements of this Subparagraph and shall provide the Contractor opportunity during the performance period to conduct further modifications as may be necessary to meet City

requirements. The City shall notify the Contractor in writing of the date of the first day of the successful performance period.

- (7) Modified applications software shall not be accepted by the City and no charges shall be paid by the City until the standard of performance is met. The date of acceptance shall be the first day of the successful performance period.
  - (8) Should it be necessary, the City may delay the start of the performance period, but such delay shall not exceed thirty (30) consecutive calendar days.
  - (9) The majority of testing should take place at a site within a 25-mile radius of Philadelphia. If the Contractor proposes any testing outside this radius, the Contractor will be required to bear the costs of all travel and lodging (including meals) expenses for the City employees in such off-site testing.
  - (10) Failure to meet the acceptance criteria specified upon the second test shall, at the City's option, be deemed a default by the Contractor and the City shall have all the rights afforded to it as applicable on default hereunder.
- g. When an integrated system is ordered incorporating equipment, operating system software, and applications software, the system shall not be deemed accepted until all items meet acceptance criteria.

## **8. WARRANTY**

- a. The warranty period for all equipment, operating system software and application software furnished hereunder shall be ninety (90) days commencing upon acceptance of the equipment and software by the City; provided, however (i) if the manufacturer's standard warranty is longer than ninety (90) days for any item of equipment or software furnished under the Contract, then such longer warranty period shall apply; and (ii) if a warranty period is specified in the Purchase Order or in the Invitation and Bid, then such warranty period shall apply whether or not it is longer than ninety (90) days and whether or not it is longer than the manufacturer's standard warranty; and (iii) if the warranty period expires on a Friday or Saturday, it will be extended by either two days or one day respectively, so that the last day of such warranty period will be on a Sunday. Subject to the limitations of Paragraph 8.c. below, during the warranty Contractor shall, without cost or expense to the City, repair or replace equipment, operating system software, and/or application software as may be required to maintain the same in good working order and in conformance with the manufacturer's technical specifications, Contractor's representations, all specifications and requirements set forth in the Invitation and Bid, and any performance criteria that are agreed by the parties in writing as part of tests performed pursuant to Paragraph 7, Standard of Performance and Acceptance. During the warranty period, Contractor will be required to perform all of the maintenance obligations set forth below in Paragraph 12. of this DPA (i.e. according to the type of maintenance service called for in the bid specifications), without cost or expense to the City. If, after seven (7) days (or such longer period as may be agreed to by the City in writing), Contractor is unable to get the equipment and/or software (operating system and/or application), or replacement equipment and/or software, to perform as warranted, the City may, at its sole option (i) require Contractor to pay the City as liquidated damages, not as a penalty, the amount of One Hundred Dollars (\$100) per day for each day that the equipment and/or software fails to perform as warranted (Contractor expressly acknowledges and agrees that Subparagraph 6.a, relating to *Liquidated Damages for Delay*, applies fully to any failure of Contractor to timely cause the equipment and/or software to perform as warranted); or (ii)

declare Contractor in default under Paragraph 15 of this DPA and exercise any or all rights and remedies afforded to it for Contractor default under the Contract; provided, that the remedies set forth in (i) and (ii) shall not be exclusive, and the City's exercise of the remedy set forth in (i) shall in no way preclude the City from exercising any of its rights and remedies under Paragraph 15 of this DPA.

- b. Prior to the expiration of the warranty period, whenever equipment is shipped for mechanical replacement purposes, Contractor shall bear all costs, including, but not limited to, costs of packing, transportation, rigging, drayage and insurance. This warranty shall apply to the replacement machine beginning on the first day of its acceptance. Warranty service may be provided by repairing the machine or by exchanging it under the type of maintenance service selected by the City.
- c. The warranties provided herein do not cover maintenance required to repair damages malfunctions or service failures caused by:
  - (1) City's failure to follow Contractor's furnished operation or maintenance instructions or the Contractor supplied manual;
  - (2) Non-Contractor's repair, modification or movement of the equipment or software;
  - (3) Accessories, alterations, or attachment of products neither manufactured nor supplied by Contractor; or
  - (4) Events beyond the control and without the fault or negligence of Contractor;
  - (5) Equipment or software which the vendor has informed the City will not meet the standard of performance;
  - (6) Those items excluded from maintenance coverage as described in Paragraph 12.a.(15) below.
- d. Except as provided in this Paragraph and Paragraph 3 of this DPA, and except for the implied warranty of merchantability, there are no other warranties expressed or implied.

## **9. SITE PREPARATION**

- a. Site preparation specifications shall be furnished in writing by Contractor within 72 hours of City's request. The specifications shall be in such detail so that the equipment to be delivered or installed shall operate efficiently from the point of view of environment.
- b. The City agrees to have the installation site prepared at its own expense in accordance with Contractor's written site specifications prior to the delivery or installation date.
- c. Any alterations or modifications in site preparations which are directly attributable to incomplete or erroneous environmental specifications provided by Contractor and which would involve additional expenses to the City, shall be made at the expense of Contractor.
- d. Any such site alterations or modifications which cause a delay in the delivery or installation date will also result in liquidated damages for equipment as are specified in Paragraph 6. of this DPA, if the delay was directly attributable to incomplete or erroneous environmental specifications provided by Contractor.

- e. For equipment to be installed, physical planning assistance requested by the City for initial installation of the equipment shall be provided at no additional charge.

**10. TRANSPORTATION AND INSTALLATION** - For equipment and/or software to be delivered or installed all charges for transportation to the City's installation site, including any rigging or drayage costs at the City's site, shall be as set forth in the Invitation and Bid and/or Purchase Order. Contractor shall make all arrangements for transportation and shall notify the City upon shipment. For equipment and software (operating system and/or application) specified in the bid specifications and price schedule for installation, Contractor shall, for the installation charges bid, provide all necessary labor and materials (including cabling) for unpacking, placement and installation of equipment and software at the City site. Packing materials shall be removed by Contractor at the Contractor's sole cost and expense, unless agreed otherwise by the City in writing.

**11. RISK OF LOSS OR DAMAGE**

- a. Equipment - risk of loss or damage to the equipment, other than loss or damage caused by Contractor's fault or negligence, shall be deemed to pass to the City upon acceptance of the equipment by the City pursuant to Paragraph 7 of this DPA. City shall self-insure against the aforesaid risk of loss or damage and will furnish Contractor a letter to such effect upon request.
- b. Software - If software (operating system and/or application) materials are lost or damaged during shipment from Contractor, Contractor shall replace such software and program storage media at no additional charge to the City. If software materials are lost or damaged while in the possession of the City, Contractor shall replace such software materials at its then current commercial charges, if any, for processing, distribution, and/or program storage media.

**12. MAINTENANCE RESPONSIBILITIES**

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

a. General Provisions

- (1) Subject to the limitations set forth in 12.a.(15) below, Contractor shall provide maintenance service (labor and parts) at the prices set forth in the Invitation and Bid, Price Schedule, and/or Purchase Order for the period specified in Subparagraph 12.a.(2). Contractor shall keep the equipment and software (operating system and application) furnished hereunder in good operating condition and, subject to security regulations, the City shall provide Contractor access to the equipment and software (operating system and/or application) to perform maintenance service. "Good operating condition" for equipment shall mean, the continued ability to satisfy the manufacturer's technical specifications and Contractor's representations in Subparagraph 12.a. (10)(a); for software it shall mean the continued ability to operate in accordance with the manufacturer's technical specifications and Contractor's representations. The maintenance prices of Contractor include and substitute equipment as well as the detection and correction of software errors and all changes, updates and enhancements furnished by Contractor and/or equipment/software manufacturer without additional charge to its (their) other maintenance customers. In those instances involving on-site type maintenance (see description below) where it is necessary for Contractor to replace the equipment and/or software (operating system and/or application software) Contractor shall be responsible for the equipment and

software and shall bear all costs related thereto, including, but not limited to, costs of packing, transportation, rigging, drayage and insurance. Maintenance service for any or all equipment and software may be discontinued by the City upon thirty (30) day's prior written notice to Contractor.

- (2) Maintenance Continuity - Contractor shall provide the required maintenance service at the prices agreed to by the City in writing (which agreement may, in the City's sole discretion, be in the form of a Purchase Order issued by the Procurement Department) for a period of twelve (12) month following expiration of the applicable warranty period. Thereafter, maintenance service may be renewed under the terms and conditions of the Contract at the sole option of the City on an annual basis (hereinafter referred to as "future maintenance renewal periods") for up to five (5) additional one (1) year periods and for each year thereafter that the equipment is marketed and/or maintained by the manufacturer. Contractor may increase maintenance prices for future maintenance renewal periods provided that:
  - (a) increase shall not be effective in any City fiscal year unless the City received written notice of increase at least sixty (60) days prior to the start of each twelve (12) month maintenance renewal period; and
  - (b) in no event shall the increased maintenance prices exceed Contractor's published charges maintenance service for non-educational state and local governments on the effective date of the adjustment, under similar terms and conditions.
- (3) Maintenance Facilities - The City shall provide adequate working space including heat, light, ventilation, electric current and outlets for the use of Contractor's maintenance personnel. These facilities shall be within a reasonable distance of the equipment to be serviced and shall be provided at no charge to Contractor.
- (4) Maintenance Periods
  - (a) The basic monthly maintenance charge of Contractor shall entitle the City to maintenance service during a principal period of maintenance (as defined in Paragraph 2 of this DPA).
  - (b) The City, by giving seven (7) calendar days written notice to Contractor, may change the principal period of maintenance in accordance with Contractor's standard time increments and surcharge rates.
  - (c) Except as otherwise provided in the Contract, on-site type maintenance service (see description below) which is authorized by the City outside the designated principal period of maintenance or extension thereof shall be performed on a per-call basis at Contractor's per-call hourly rates as agreed to in writing by the City (which agreement may take the form of a Purchase Order issued by the Procurement Department). No charges for parts, travel time, travel expenses or any other item, other than Contractor's per-call hourly rate, shall apply to per-call maintenance. Contractor shall be paid only for the actual time spent on-site performing required maintenance services unless mutually agreed upon, only one technician of Contractor shall be furnished during periods outside the principal period of maintenance or extension thereof. For remedial maintenance which either began, or for which a request

was placed and a response made during the principal period of maintenance or extension thereof, a grace period of up to one additional hour beyond the selected principal period of maintenance or extension thereof will be provided at no additional charge.

- (5) Preventive Maintenance - Preventive maintenance shall be performed by Contractor in accordance with the manufacturer's then current commercial practices at a time which is mutually acceptable to the City and Contractor, and which is consistent with the City's operating requirements. Contractor shall specify in writing the frequency and duration of the preventive maintenance required for the equipment and software furnished under the Contract.
- (6) Remedial Maintenance
  - (a) Remedial maintenance shall be performed as required when equipment or software is inoperative. Contractor shall provide the City with a designated point of contact and shall make representative to receive requests for service.
  - (b) Where on-site type maintenance of hardware or software has been contracted for, Contractor's maintenance personnel shall arrive at the City's installation site, fully prepared and ready to commence required repairs, within four (4) hours after service is requested. The four (4) hour response time shall apply regardless of the hour or day of the week the call was placed or the principal period of maintenance (including any extension thereof) selected.

If Contractor fails to satisfy the requirements of this Subparagraph 12.a.(6)(b), the City may, at its sole option, require Contractor to pay the City as liquidated damages, not as a penalty, the amount of Fifty Dollars (\$50) per hour for each hour, beginning with the fifth hour after service is requested, during which repairs are not performed. (Contractor expressly acknowledges and agrees that Subparagraph 6.a, relating to *Liquidated Damages for Delay*, applies fully to any failure of Contractor to arrive at the City's installation site and commence repairs within the required four (4) hour response time). Such liquidated damages remedy shall be in addition to, and not in lieu of, any other rights and remedies that the City may have against Contractor under the Contract, including, without limitation, those set forth in Paragraph 15, *Default*.

- (c) Response time shall be measured from the time the City makes a bona fide attempt to contact Contractor's representative at the pre-arranged contact point and ends when Contractor's maintenance representative arrives on site ready to perform required service.
- (d) All equipment and software shall be restored to good operating condition and caused to operate in conformance with the manufacturer's technical specifications, Contractor's representations, all specifications and requirements set forth in the Invitation and Bid, and any performance criteria that are agreed by the parties in writing as part of tests performed pursuant to Paragraph 7, *Standard of Performance and Acceptance*, within two (2) business days following the calendar day on which the City requests service.

If Contractor fails to satisfy the requirements of this Subparagraph 12.a.(6)(d), the City may, at its sole option, require Contractor to pay the City as liquidated damages, not as a penalty, the amount of Fifty Dollars (\$50) per day for each day, beginning with the third business day after service is requested, during which the equipment is not restored and caused to operate as set forth above in this Subparagraph (d). (Contractor expressly acknowledges and agrees that Subparagraph 6.a, relating to *Liquidated Damages for Delay*, applies fully to any failure of Contractor to so restore the equipment and so cause it to operate within the required two (2) business days restoration time.) Such liquidated damages remedy shall be in addition to, and not in lieu of, any other rights and remedies that the City may have against Contractor under the Contract, including, without limitation, those set forth in Paragraph 15, *Default*.

- (e) Repeated failure to satisfy the four (4) hour response time requirement provided in Subparagraph 6(b) and/or the two (2) business day restore time requirement provided in Subparagraph 6(d) shall constitute sufficient grounds for placing Contractor in default in accordance with the provisions of Paragraph 15 of this DPA. For equipment and/or software (operating and/or applications) that require on-site maintenance Contractor's maintenance personnel shall supply continuous effort, unless otherwise directed by the City, to restore the equipment and software to good operating condition.
- (7) Malfunction Report - Contractor shall furnish a malfunction incident report to the City upon completion of each maintenance call. The report shall include, as a minimum, the following: date and time notified; date and time of arrival; type and model number(s) of product; time spent for repair; time City held machine(s); and/or software preventive maintenance by Contractor's maintenance representative; description of malfunction; list of parts replaced; additional charges, if applicable.
- (8) Service Records - In addition to malfunction incident reports, contractor shall maintain a complete record of all service performed on each machine, including all field and engineering changes performed on site. This service record shall be kept at the City installation site or such other sites as may be approved by the City in writing and shall be furnished for review if requested by the City. The service record shall be an individual record identifying each machine explicitly, with a complete history of dated service and all field and engineering changes recorded therein.
- (9) Replacement Parts - Subject to the limitations in Paragraph 12.a.(15) below, while equipment is under warranty or maintenance with Contractor, there shall be no additional charges for replacement parts. Unless otherwise agreed to by the City, only new standard parts (or puts warranted as functionally equal to new) sourced from the original equipment manufacturer shall be used in effecting repairs. Maintenance parts shall be furnished on an exchange basis and the replaced parts become the property of Contractor. Contractor shall maintain an adequate supply of spare parts necessary for the repair or replacement of equipment within a twenty-five (25) mile radius of the City of Philadelphia.
- (10) Maintenance Credits
  - (a) Contractor shall grant a credit for any machine which fails to perform at an effectiveness level of 90% during any month. The effectiveness level for a

machine is computed by dividing the operational use time by the sum of this time plus equipment failure downtime. Operational use time is the time the machine is in actual operation and is not synonymous with power-on time. Downtime shall be measured from the time that Contractor is notified of equipment failure to the time the machine is restored to good working order exclusive of actual travel time required by Contractor's service representative up to one (1)hour per incident. Unless Contractor is authorized by the City to perform maintenance service outside the designated principal period of maintenance or extension thereof in accordance with Subparagraph 12.a.(4)(c), downtime shall accrue only during the principal period of maintenance (including any extension thereof) and shall in no event accrue during any time that Contractor is denied full, free and safe access to the machine(s) to provide maintenance service. The credit shall be a reduction of the total monthly maintenance charges for each affected machine by the percentage figure determined by subtracting the actual effectiveness level percentage from 100%. For example, if the effectiveness level of a machine is 82%, the credit for that machine would be 18%. It shall be the responsibility of the City to administer the provisions of this Subparagraph.

- (b) The City's right to, and receipt of, maintenance credits as provided in this Paragraph is in addition to and not in limitation of any other rights and remedies the City may have under the Contract, including but not limited to Paragraph 15 of this DPA.
- (11) Notwithstanding Contractor's remedial or maintenance efforts, Contractor may be declared in default if equipment or software continues to exhibit defects causing disruption of use and/or repeated periods downtime.
- (12) Additional Maintenance Charges - There shall be no additional maintenance charges for:
- (a) Preventive maintenance which is performed during the principal period of maintenance or extension thereof. (Preventive maintenance performed outside of the selected principal period of maintenance or extension thereof at the City's request shall be furnished at the applicable per-call rates).
  - (b) Remedial maintenance required within a 48-hour period do to a recurrence of the same malfunction.
  - (c) Time spent by maintenance personnel after arrival at the site awaiting the arrival of additional maintenance personnel and/or delivery of parts, etc., after a service call has commenced.
  - (d) Remedial maintenance required when the scheduled preventive maintenance preceding the malfunction had not been performed.
- (13) Engineering and Field Changes - Contractor shall inform the City, in writing, of any engineering or field changes deemed advisable by Contractor and/or the manufacturer of the equipment. Contractor shall indicate when any change is considered mandatory, in which case it shall be installed. If the change is not mandatory, Contractor shall indicate the purpose or desirability of the change for the City. Unless the City responds in writing within fifteen (15) days, it shall be assumed that the City agrees to

installation of the non-mandatory change. When informing the City of any engineering or field change, Contractor shall also indicate the number of hours of machine time and the number of hours of system time required to install the change, including any testing deemed necessary to ensure the return of the machine and system to good operating condition. All engineering and field changes shall be performed at no additional cost or expense to the City at mutually agreed to times.

- (14) Through the issuance of a change to the City Purchase Order, the City may upon 30 days notification alter the type of maintenance program for any machine or software program consistent with the Contractor's standard maintenance program.
- (15) Services Not Covered - In addition to the limitations in Paragraph 8.c hereof, Contractor's maintenance responsibilities shall not include electrical work external to the equipment, changes or alterations to the physical environment of the installation site, furnishing accessories or supplies, painting or refinishing the equipment or furnishing materials, inspection of machine's, moving or reinstallation of equipment except when required by an equipment upgrade or repair, maintenance of accessories, machines or other devices not furnished by Contractor, or repairs made necessary by misuse or negligence of the City, its employees, agents, contractors or invitees.
- (16) All features and model upgrades that are eligible for maintenance service under the Contract, installed on a machine under the Contract, and not covered under Contractor warranty or another manufacturer's warranty be under the maintenance terms of the Contract with the same Type of Service and, if applicable, the same Optional Periods of Maintenance Service as the machine on which they are installed.

b. Types of Equipment Maintenance

(1) General

- (a) Maintenance service for equipment under the Contract may be obtained utilizing one or more of the types of service specified in 12.b.(2) below as requested by the City in the bid specifications.
- (b) Except as expressly noted herein and/or in Paragraph 12.a above, all the provisions of Paragraph 12.a. shall apply to the different types of equipment maintenance service. The requirements of the Subparagraph under 12.a pertaining to maintenance facilities, malfunction reports, service records, additional maintenance charges, and maintenance credits shall not apply to hardware maintained off site or on an exchange basis.

(2) Types of Service

- (a) Contractor On-Site Repairs - The Contractor will provide maintenance service for the failing machine at the City's location.
- (b) Contractor On-Site Exchange - The Contractor will deliver the exchange machine to the City's location, disconnect the failing machine, connect the exchange machine, and remove the failing machine from the City's location.
- (c) City On-Site Exchange - The Contractor will have an exchange machine delivered to the City's location. The City will disconnect the failing machine

and prepare it for shipment to the Contractor, connect the exchange machine, and verify its operation. The City will follow the Contractor's instructions regarding the shipment of the failing machine to the Contractor. Such shipment will be at the Contractor's expense.

- (d) City Carry-In Exchange - The City will deliver the failing machine to a Contractor Service/Exchange Center or other Contractor designated location, pickup the exchange machine and take it to the City's location, connect it, and verify its operation. In lieu of such delivery and pickup, the City may ship the failing machine, prepaid, in the original shipping container or equivalent, to a Contractor Service\Exchange Center designated to receive such a shipment. Following receipt of the failing machine, the Contractor will ship the exchange machine to the City's location, prepaid, within the United States.
  - (e) City Carry-In Repair - The City will deliver the failing machine to a Contractor Service/Exchange Center or other Contractor designated location, following any necessary repairs, pick up the machine or machine element and take it to the City's location, connect it, and verify its operation. In lieu of such delivery and pickup, the City may ship the failing machine, prepaid, in the original container or equivalent, to a Contractor Service/Exchange Center designated to receive such a shipment. Following any necessary repairs, the Contractor will ship the machine or machine element to the City's location, prepaid, within the United States.
- (3) For City "Carry-In" maintenance services, the City agrees that the City is responsible for risk of loss of, or damage to, machines during the period such machines are in transit to the Contractor, except for loss or damage caused by the Contractor's fault or negligence. However, the Contractor is responsible for risk of loss of, or damage to, machines owned by the Contractor and/or machines owned by other than the Contractor while in possession of the Contractor or in transit from the Contractor by a Contractor- selected carrier whose charges were prepaid by the Contractor.

c. Types of Software Maintenance

(1) General

- (a) Contractor shall provide maintenance of software being acquired pursuant to the bid to include preventive maintenance, remedial maintenance as may be required, and program changes, updates, and enhancements which may be furnished by Contractor and/or (software) manufacturer without additional charges to its (their) other maintenance customers.
- (b) Maintenance services for software under the Contract may be obtained utilizing one or more of the types of services specified in 12.c.(2) below as requested by the City in the bid specifications.
- (c) Except as noted herein and/or in Paragraph 12.a., all provisions of Paragraph 12.a. except replacement parts, maintenance credits and engineering and field changes shall apply to the different types of software maintenance. In addition the requirements of the Subparagraphs under Paragraph 12.a pertaining to maintenance facilities, malfunction reports, service records, and

additional maintenance charges shall not apply to software maintained on a central service basis.

(2) Types of Service

- (a) Central service - (off-site) Contractor shall designate a service location(s) which will accept documentation in the format prescribed by the Contractor indicating that a problem is caused by a defect in the licensed software program. Contractor shall correct the defect by issuing correction information or documentation to the City. City will be responsible for the preparation and submission of documentation to Central Service.
- (b) Local Service - (on-site) Contractor shall, within the required response time, provide an on-site representative to analyze the software defect. Upon verification of the defect, Contractor's representative may issue correction information to City, submit documentation to Central Services, or make a reasonable attempt to resolve the problem by applying a local fix or a bypass.
- (c) Local Assistance - (on-site) Contractor shall, within the required response time, provide an on-site representative to analyze the software defect. Upon verification of the defect, Contractor's representative may issue correction information to the City, assist the City in preparing documentation for submission to Central Services, or make a reasonable attempt to resolve the problem by applying a local fix or a bypass.

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

**14. PATENT, COPYRIGHT AND OTHER PROPRIETARY RIGHTS INDEMNITY**

- a. In the event of any claim, suit or action against the City which alleges that the equipment, software or services furnished hereunder infringe upon or violate any United States patent, copyright, trade secret or any other proprietary right of any third party the City shall promptly notify Contractor in writing and Contractor shall defend such claim, suit or action in the City's name, but at Contractor's expense, and Contractor shall indemnify the City against all resulting costs, damages and attorney's fees finally awarded. City shall provide full information and all reasonable cooperation necessary to Contractor's defense of any such claim, suit or action.
- b. If, in Contractor's opinion, the equipment or software furnished hereunder is likely to or does become the subject or claim of infringement, then without diminishing Contractor's obligation to indemnify and defend the City as stated above, Contractor may, at its option, substitute for the alleged infringing equipment or software, modifications sufficient to render them non-infringing which are satisfactory to the City or at Contractors' option and expense obtain the right for the City to continue the use of such equipment or software. If neither of the foregoing alternatives is available despite reasonable efforts of Contractor, then Contractor agrees to take back the infringing equipment and/or software and refund for equipment a credit for the purchase price less a reasonable allowance for depreciation with a pro-ration

period of 6 years, for software whose total charges are fully paid, a reasonable credit reflecting City's use of the software.

- c. It is understood and agreed that the provisions of this Paragraph shall not apply if the claimed infringement results from non-Contractor modification of the equipment or software, or the combination, operation, or use of equipment or software furnished hereunder with other equipment, software, apparatus or devices not furnished or approved by Contractor, or in other than the Contractor's specified operating environment. This Paragraph states the entire liability of Contractor with respect to infringement or violation of patents, copyrights, trade secrets or other third party proprietary rights.

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

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

- (1) failure by Contractor to comply with any provision or Paragraph of the Contract, including, but not limited to, the specifications and requirements for the products and/or services required, and this DPA;
- (2) failure by Contractor to comply with any federal state and local law, statute, ordinance or applicable regulation of any federal, state, or local governmental department, board, agency and commission;
- (3) falseness of any representation or warranty made in the Contract or other document(s) submitted to the City by Contractor in connection with the Invitation and Bid and Contract;
- (4) failure by contractor to pay its suppliers or subcontractors, misappropriation of any funds provided under the contract, or failure to notify the City upon discovery of any misappropriation;
- (5) a violation of law by Contractor which results in its making a guilty plea, a plea of nolo contendere, or conviction of a criminal offense by contractor, its directors, employees, or agents or indictment or issuance of charges against Contractor, its directors, employees or agents for any criminal offense or other violation of law (whether or not the offense or violation of law is ultimately adjudged to have occurred), where such criminal offense, violation, indictment or charges, in the sole judgment of the Procurement Commissioner, adversely affect the performance of the Contract;
- (6) failure by Contractor to comply with the Mayoral Executive Order establishing the City's anti-discrimination policy relating to the participation of minority, woman and disabled owned disadvantaged business enterprises.
- (7) the Procurement Department's determination that the Contractor is not a responsible bidder on the Invitation and Bid, where such determination is made, and is based upon, information received after award of the Contract and/or after execution of the Contract by the Procurement Commissioner and/or after satisfaction of any or all other conditions of a binding Contract set forth in Paragraph 25.i. below;

- (8) City debarment of the Contractor from bidding or proposing on City contracts, whether or not such debarment arises from the performance of the Contract;
- (9) Contractor so fails to make progress in the performance of the Contract as to endanger performance of the Contract in accordance with its terms;
- (10) any other act or omission identified in this DPA or elsewhere in the Contract as an event or condition constituting default.

b. Termination for Default; Notice and Cure

- (1) Upon the occurrence of one or more events of default as set forth in Paragraph 15.a.,
  - (a) the Procurement Commissioner, in his/her sole discretion, may require Contractor to remedy the default within a period of time to be determined by the Procurement Commissioner; or
  - (b) if the default is not remedied within such period of time (the "Cure Period"), the Procurement Commissioner, in his/her sole discretion, may
    - (i) terminate the Contract as provided in any one or more of the following Paragraphs of this DPA, if applicable to the event(s) of default: Paragraphs 6.b.(3) or 6.c.(2) (relating to Liquidated Damages for Delay), Paragraphs 7.b.(3), 7.c (3), 7.d.(3), or 7.e.(4) (relating to Standard of Performance and Acceptance), Paragraph 8.a. (relating to Warranty), and/or Paragraphs 12.a.(6)(d) or 12.a.(1) (relating to Maintenance Responsibilities); and/or
    - (ii) otherwise terminate the Contract, in whole or in part, and exercise any one or more of the remedies provided in Paragraph 15.c.
- (2) The City shall notify Contractor of any termination pursuant to this Paragraph 15 by written notice (the "Termination Notice"), setting forth in reasonable detail the reasons for the termination; and termination shall be effective as of the date specified in the Termination Notice (the "Termination Date").
- (3) The Cure Period shall not be less than fifteen (15) calendar days (unless the Procurement Commissioner determines that Contractor's default constitutes an emergency endangering the public health, welfare, or safety and requiring a shorter Cure Period ). The Procurement Commissioner may, in his/her sole discretion, extend the Cure Period without terminating the Contract if the failure stated in the notice of default cannot be corrected within the period specified in the City's notice and if corrective action is instituted by Contractor within the applicable period and diligently pursued until the failure is corrected.
- (4) The Procurement Commissioner may, in his/her sole discretion, require contractor to continue to furnish all equipment, software, products and services required under the 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 therefor. If the City requires Contractor to cure the event(s) of default, or to continue to furnish products or services until the Termination Date, and Contractor refuses or fails to do

so, then such failure shall itself be deemed an event of default under this Paragraph 15, for which the City may exercise any of its rights hereunder.

(5) Contractor shall continue the performance of the Contract, in accordance with its terms, to the extent not terminated under this Paragraph 15, and shall be liable to the City for liquidated damages, as provided in Paragraph 6 (Liquidated Damages for Delay) for each calendar day of delay until the items not terminated are delivered or installed (as applicable) or the services performed; provided, however, that Contractor shall not be liable for such liquidated damages for delays due to causes which would relieve it from liability under Paragraph 15.d.

c. Remedies of the City - Upon termination of the Contract pursuant to this Paragraph 15, the Procurement Commissioner may, in his/her sole discretion, exercise either of the following remedies or both remedies concurrently:

(1) The City may purchase from others, upon such terms and in such manner as the Procurement Commissioner deems appropriate, equipment, software, other products, and/or services similar to and in substitution of those terminated. In such event, Contractor shall, subject to the limitations set forth in Paragraph 16 of this DPA, be solely responsible and liable to the City for the full amount of any costs incurred by the City for such similar equipment, software, other products, and/or services, and Contractor agrees to pay such costs upon receipt of the City's invoice therefor.

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

d. Force Majeur Exceptions to Contractor Default - The following terms and conditions shall apply solely to this Paragraph 15:

Except with respect to defaults of subcontractors, Contractor shall not be in default under this Paragraph 15 and shall not be liable for costs under Paragraph 15.c if the failure to perform this DPA arises out of causes beyond the control and without the fault or negligence of Contractor, including, and expressly limited to, natural disaster, any act of God, war, civil disturbance, court order, labor dispute, or nonperformance of third parties other than subcontractors and suppliers of Contractor (hereinafter referred to as a "Force Majeur Event"). If the failure to perform is caused by the default of a subcontractor, and if such default is caused by a Force Majeur Event that is beyond the control of both Contractor and subcontractor and is without the fault or negligence of either of them, and unless the items or services to be furnished by the Contractor are delivered in sufficient time to permit Contractor to meet the required performance schedule, then Contractor shall not be in default under this Paragraph 15 and shall not be liable for costs under Paragraph 15.c. In the event Contractor's performance of the Contract is affected by a Force Majeur Event, it shall immediately give written notice to the City, and shall exercise every commercially reasonable effort to resume performance. The Procurement Commissioner, in his/her sole discretion, may deem the failure to provide such written notice or to exercise such commercially reasonable efforts to be an event of default under this Paragraph 15.

e. Remedies Not Exclusive - The rights and remedies of the City provided in this Paragraph 15 shall not be exclusive and are in addition to and not in lieu of any other rights and remedies

the City may have at law, in equity, under any bond(s) filed in connection with the Contract or under any other provisions and Paragraphs of the Contract, all of which are reserved to the City; provided, however, that the exercise of such rights or remedies by the City shall be subject to the limitations set forth in Paragraph 16 (Limitation of Liability) of this DPA, except as expressly provided otherwise in Paragraph 16 or elsewhere in this DPA or the Contract.

**16. LIMITATION OF LIABILITY**

- a. In no event will either party to the Contract be liable for consequential, indirect, incidental, punitive, or special damages. This limitation shall not limit or restrict Contractor's obligation to indemnify and defend the City under Paragraphs 13 and 14 of this DPA.
- b. In the event of a default by Contractor under the Contract, the City shall be entitled to recover actual, direct damages and costs incurred as a result of the default; provided, however, that Contractor's liability therefor shall be limited to the greater of:
  - (1) \$250,000; or
  - (2) the total dollar amount of all Purchase Orders issued to Contractor pursuant to the Contract as of the time of the default.

This limitation shall not limit or restrict Contractor's obligation to indemnify and defend the City under Paragraphs 13 and 14 of this DPA.

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

**17. NON-ASSIGNMENT** - Neither party to the Contract shall assign or otherwise transfer its rights, duties and/or obligations under the Contract, except with the prior written consent of the other party hereto; any assignment or transfer (including, but not limited to, sub-contract) without such consent shall be null and void. In no event shall the City's consent to any assignment or transfer by Contractor relieve Contractor from its obligations hereunder or change the terms of the Contract. Contractor accepts full responsibility for and guarantees the performance of any and all assignees and transferees (including sub-contractors) of Contractor.

**18. CONTRACTOR CERTIFICATION** - Contractor certifies that all of the prices, warranties and benefits granted under the Contract are equivalent to or better than Contractor's prevailing prices, warranties, and benefits currently being offered to its non-educational state and local government customers contracting for similar volumes, under similar terms and conditions. If Contractor shall, prior to the City's acceptance of equipment or software under the Contract (or in the case of maintenance services, prior to the start of such services or at any time during the period such services are furnished hereunder), announce a general price reduction or make available to any other non-educational state or local government customer contracting for similar volumes under similar terms and conditions, more favorable prices, warranties or benefits with respect to the equipment or software identified in the Contract, such prices, warranties or benefits will be made available to the City upon the date the general price reduction or change in prices, warranties or benefits becomes effective and the Contract shall be deemed automatically amended to incorporate such reduction or change. It shall be Contractor's obligation to promptly notify the City in writing of such general price reductions

or change in prices, warranties or benefits. The City certifies that it is purchasing products hereunder solely for use by the City and not for resale.

## 19. SOFTWARE AND OTHER INFORMATION/TRAINING

### a. General Provisions

- (1) Documentation for operating system and/or application software and other information owned by Contractor and its subcontractors (including suppliers) and provided to City for Control of or use with products provided under the Contract or under subsequent orders placed under the Contract shall remain the property of Contractor. Contractor hereby grants the City a personal, non-transferable and nonexclusive basic license to use in the United States, all documentation, technical information, confidential business information and all software and related documentation, in whatever form recorded (all hereinafter designated "Information") which is furnished under the Contract for so long as the following conditions are adhered to.
- (2) Such Information:
  - (a) shall be used by City only to order or to evaluate for that purpose Contractor's products or to install, operate or maintain the particular product for which the information was initially furnished;
  - (b) shall be used solely for City's internal purposes;
  - (c) shall not be reproduced or copied in whole or in part except as necessary for use as authorized herein; and
  - (d) shall, together with any copies thereof, be returned or destroyed, or may if in the form of software recorded on an erasable storage medium, be erased when no longer needed or permitted for use with the product for which it was initially furnished.
- (3) Unless Contractor consents in writing such information except for any part thereof which is rightfully obtained by City free of any obligation to keep in confidence or which becomes generally known to the public through acts not attributable to City or is independently developed by the City, shall be treated in confidence by the City.
- (4) Such information may be disclosed to other persons, solely for the purpose of installing, operating or maintaining the particular product for which it was furnished, provided such other persons agree in writing in advance of disclosure to the same conditions respecting ownership, use and confidentiality of information contained in this Paragraph and Contractor is furnished with a copy of such writing.
- (5) If any product sold or provided hereunder is resold, leased or otherwise provided by City directly or through an intermediary to a subsequent end user, upon written request to contractor by City, Contractor will grant to such end user a personal nontransferable and nonexclusive right to use, in the United States, any related information which Contractor furnished hereunder for use in or with such product, solely for such end user's internal business purposes and solely for use in or with such

product. Such right will be granted to the end user provided the end user agrees in writing to the same conditions respecting ownership, use and confidentiality of information as is contained in the Contract and the payment of any applicable fees.

- (6) Contractor, for the charges set forth in the attached bid specifications and price schedule shall provide at the City's training site (or such other site as may be mutually agreed to by the parties) all training as described in the attached bid specifications and price schedule.

b. Licensure

- (1) Unless otherwise defined in the bid specifications or as provided for in Subparagraphs 20.b.(2) and 20.b.(4), a separate license is required for each machine on which any licensed software will be utilized.
- (2) The City is authorized to transfer the license to and use the licensed software on:
  - (a) a backup machine when the designated machine or an associated unit required for use of the licensed software is temporarily inoperable until operable status is restored and processing on the backup machine is completed; or
  - (b) another machine for assembly or compilation of the licensed software if the designated machine and its associated units do not provide the configuration required for assembly or completion
- (3) The City may order additional licenses for software:
  - (a) Each additional license for software (operating or applications) already licensed by the City under the Contract shall be ordered separately.
  - (b) For additional licenses, in lieu of distribution from Contractor, the City may elect to copy the licensed software previously distributed to the City by Contractor in machine readable form. Permission to copy granted in this Subparagraph shall not apply to licensed software provided by Contractor in printed form.
- (4) In addition to the basic license for software for each machine, the City may as part of the bid specifications require the Contractor to provide alternate types of licenses,
  - (a) If the bid specification specifies an "Installation License" the City is also authorized to use the licensed software on any other machine in the same installation as the designated machine. For purposes of the Contract, "same installation" shall mean a single room or contiguous rooms unless otherwise agreed to in writing by Contractor.
  - (b) If the bid specification specifies "Location License" the City is also authorized to use the licensed software on any other machine in the same location as the designated machine. For purposes of the Contract, "same location" shall mean a single mailing address and contained within a single building unless otherwise agreed to in writing by Contractor.

- (c) If the bid specification specifies a "Distributed License" the City is authorized to use the licensed software on other machines not covered under the Installation or Location License. For each such license, the City will:
  - (1) copy those licensed materials previously distributed in machine readable form to the City by Contractor under the basic license;
  - (2) provide problem documentation to Contractor through the location of the basic license;
  - (3) at Contractor's request, recreate any problems at the location of the basic license;
  - (4) distribute to, install and test on the distributed license designated machine any new release, correction or bypass provided by Contractor to the basic license designated machine;
  - (5) accept warranty and maintenance services for the distributed licensed software through the basic license location;
  - (6) not require acceptance testing for such licensed software; and
  - (7) accept termination of the distributed licensed software if the basic license is discontinued by the City.
- (5) For any licensed software that is a data base, the license granted in this Paragraph is further limited to permit access to such database exclusively by the City. Except as provided in Paragraph 20.a.(4), the City shall not make or permit any manner of access to any form of such data base, or part thereof, for the purpose of making available to any other person any data contained in such data base.
- (6) The City shall not use, print, copy, translate or display the licensed software, in whole or in part, unless expressly authorized in the Contract.
- (7) The City shall not reverse assemble or reverse compile the licensed software in whole or in part.
- (8) The City may notify Contractor of the City's intention to change the designation of the machine on which licensed software is to be used.
- (9) The City may modify any licensed software in machine readable form and/or merge such materials into other program materials to form an updated work for the City's own use; provided that, upon discontinuance of the licensed software, the licensed software will be completely removed from the updated work and dealt with under the Contract as if permission to modify or merge had never been granted. Any portion of the licensed software included in such an updated work will continue to be subject to all terms of the Contract.
- (10) When the City has issued a Purchase Order for licensed software that is available in printed form, it may request Contractor to ship such printed material up to six months prior to the shipment of the machine readable portion. The printed materials thus

provided may not be copied in any form for any purpose without the prior written permission of Contractor.

- 20. TITLE TO EQUIPMENT** - Title to equipment furnished hereunder shall pass to the City upon acceptance of the equipment (i.e. on the first day of the successful performance period). Contractor shall have a purchase money security interest in the accepted equipment until all charges set forth in the Purchase Order are paid in full.
- 21. INSURANCE** - Unless otherwise specified, the successful bidder (referred to in this Paragraph as "contractor") shall, at its sole cost and expense, procure and maintain in full force and effect, during the entire period of the contract (including any applicable warranty and/or renewal periods) the minimum types of insurance specified below. All insurance shall be procured from reputable insurers authorized to do business in the Commonwealth of Pennsylvania and shall be acceptable to the City. All insurance required herein shall be written on an "occurrence" basis and not a "claims-made" basis. The City of Philadelphia, its officers, employees and agents are to be named as additional insureds on all policies required hereunder, except the Workers' Compensation and Employers' Liability. Also, an endorsement is required stating that the coverage afforded these parties as additional insureds will be primary to any other coverage available to them. The City's coverage as an additional insured shall be primary coverage. The insurance shall provide for at least thirty (30) days prior written notice to be given to the City in the event coverage is materially changed, canceled or non-renewed. Certificates of insurance evidencing the required coverages shall be submitted to the City within fifteen (15) days of notice of 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 or to limit the contractor's liability under this contract to the limits of the policies of insurance required to be maintained by the contractor hereunder.

**a. WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**

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

**b. GENERAL LIABILITY INSURANCE**

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

c. AUTOMOBILE LIABILITY INSURANCE

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

d. PROFESSIONAL LIABILITY INSURANCE

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

**22. 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 in the Invitation and Bid. If the amount of the contract to be awarded is in excess of \$500,000, or an individual performance bond and/or labor and materialmen's bond is required in the Invitation and Bid, the successful bidder is required to furnish such individual performance bond and/or labor and materialmen's bond, issued by a surety approved by the City, on a form prepared by the City's Law Department and in the amount specified for the bond(s) in the Invitation and Bid; or if no such amount is provided in the Invitation and Bid, in the amount specified for the bond(s) in the notice of 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.

**23. CENTURY DATE STANDARD**

a. Covered Work - Contractor represents and warrants that the following items furnished under the contract shall conform to the City of Philadelphia Century Date Standard set forth in Paragraphs 23.b.(1)-(4) below. Such warranties and representations are in addition to, and not in lieu of, Contractor's warranties and representations set forth in Paragraph 8, Warranty, of this DPA and elsewhere in the Contract, and shall not limit or excuse any of Contractor's obligations under such warranties.

- (1) all operating system software, application software, and other software, and all firmware, including, but not limited to, any authorization code or other code incorporated in such software or firmware for the purpose of disabling or limiting the functionality of the software under conditions specified by the manufacturer or publisher of the software;
- (2) all equipment, including but not limited to computer hardware, and all components thereof, including, but not limited to, the following components:
  - (a) Programmable Read Only Memory (PROM), Erasable Programmable Read Only Memory (EPROM), Read Only Memory (ROM), Random Access Memory (RAM) and all other memory chips, devices, and components;

- (b) Basic Input/Output System (BIOS) chips, devices, and components;
  - (c) any and all other semi-conductor chips and other chips, devices, and components of computer hardware and other equipment that in any way incorporate and/or depend for their operation on machine readable code that is embodied in the chip, device, or component.
- b. Century Date Standard - The City of Philadelphia Century Date Standard consists of the following standards for General Integrity, Date Integrity, and Interface Integrity:
- (1) General Integrity. No value for current date will cause interruptions in the operation of the software, firmware, or equipment before, during, or after January 1, 2000, and the software, firmware and equipment will operate through March 1, 2000 and thereafter, without any date-related faults or failures and without producing inaccurate data.
  - (2) Date Integrity. All manipulations of time-related data (including, without limitation, dates, durations, days of week, month, and year) will produce results that conform to the manufacturer's specifications for the software or equipment for all valid date values within the application domain, before, during, and after January 1, 2000.
  - (3) Interface Integrity.  
  
Explicit Century: Date elements in interfaces and data storage shall permit specification of the century by means that will eliminate all ambiguity as to the applicable century for date and date-related data, before, during and after January 1, 2000.  
  
Implicit Century: For any date element represented without century, the correct century shall be unambiguous for all manipulations involving that element before, during, and after January 1, 2000.
  - (4) Source code. Source code for software shall comply with the standard set forth in Federal Information Processing Standard Publication 4-2 (FIPS PUB 4-2), Representation of Calendar Date for Information Interchange.
- c. Defects and Errors - Contractor shall, at no cost to the City, repair any equipment, firmware and/or software that does not conform to the standards set forth in Paragraph 23.b and cause it to conform such standards, or shall replace the software or equipment with software that does conform to such standards.
- d. Reservation of Rights - The City may, in its sole discretion:
- (1) elect to order and/or accept equipment or software that does not comply fully or exactly with Subparagraphs 23.b.(1)-(4) if, in the City's sole judgment, the equipment or software complies substantially with these Subparagraphs, and/or complies sufficiently to satisfy the City's requirements in purchasing the equipment or software; and/or
  - (2) accept representations and/or warranties with respect to the equipment or software that are different from those set forth in Paragraphs 23.a-b, and/or a century date standard that is different from the century date standard set forth in Paragraph 23.b., if, in the City's sole

discretion, such different representations, warranties, and/or century date standard are sufficient to satisfy the City's requirements in purchasing the equipment or software.

## 24. YEAR 2000 COMPLIANCE OF CONTRACTOR

- a. "Year 2000 Compliant" - For purposes of this Article 18.2 only, a system, process, or piece of equipment is "Year 2000 Compliant" if it can operate normally before, during, and after midnight on December 31, 1999 without abnormal or unusual user intervention. This includes but is not necessarily limited to the following operations: accepting date input, providing date output, performing calculations and comparisons on dates or portions of dates, correctly accessing and processing date-dependent information, and correct date interpretation and manipulation for all valid dates; sequencing by date must produce normal results for all dates. A corporation, partnership, sole proprietor, or other entity is Year 2000 Compliant if all systems, processes, and pieces of equipment that are required for the normal conduct of its business and for the delivery of goods and services to its customers are Year 2000 Compliant.
- b. Contractor's Representations and Warranties - Contractor represents and warrants as follows:
  - (1) that it has undertaken a detailed review and assessment of all areas within its business and operations that are material to its ability to furnish the Services required under the Contract in accordance with the terms of the Contract (including but not limited to terms relating to delivery dates and performance schedules) and that it reasonably believes could be adversely affected by Contractor's failure to be Year 2000 Compliant;
  - (2) that it has developed a plan and timeline for becoming Year 2000 Compliant prior to January 1, 2000;
  - (3) that it has implemented, or will implement, such plan in accordance with its timeline in all material respects;
  - (4) that prior to January 1, 2000, it will be Year 2000 Compliant in all respects that are material to its ability to furnish the Services required under the Contract in accordance with the terms of the Contract (including but not limited to terms relating to delivery dates and performance schedules); and
  - (5) that it shall become Year 2000 Compliant at no additional cost to the City. In the event that Contractor exchanges electronic data with the City, Contractor further represents and warrants that such exchange of data, the exchanged data, and any hardware or software interface with City computers that is required for such data exchange, will not cause any information system of the City to fail to be Year 2000 Compliant and will not adversely affect, directly or indirectly, any electronic information system of the City or cause errors or defects in date or date-dependent information processed by the system.

The forgoing warranties and representations are in addition to, and not in lieu of, Contractor's warranties and representations set forth in Paragraph 8, Warranty, of this DPA and elsewhere in the Contract, and shall not limit or excuse any of Contractor's obligations under such warranties.

- c. Information Requests - Upon the written request of the City, Contractor shall furnish evidence sufficient to demonstrate that the foregoing representations and warranties are correct.
- d. Reservation of Rights - The City may, in its sole discretion, accept representations and/or warranties and/or definition(s) of "Year 2000 Compliance" that are different from those set forth in Paragraphs 24.a.-b. if, in the City's sole discretion, such different representations, warranties, and/or definition(s) are sufficient to satisfy the City's requirements in purchasing the equipment or software required under the Contract.

**25. GENERAL TERMS AND CONDITIONS OF BIDDING** - Except as expressly stated otherwise in the bid specifications or elsewhere in the Invitation and Bid, the following general terms and conditions of bidding shall apply:

- a. Preparation and Submission of Bids - All bids must be written in ink or typewritten and made on the forms issued and signed in ink, by a person with legal authority to bind the bidder. This Invitation and Bid and any contract awarded hereunder shall include all of the following, as set forth in Paragraph 2.b, *Contract*, and Paragraph 2.1, *Invitation and Bid*, of this DPA: (i) the form titled "Invitation And Bid" and bearing the "Bid No." for this procurement; (ii) this DPA; (iii) all attachments, exhibits, and appendices to such form and to this DPA; (iv) all addenda to the Invitation and Bid issued by the Procurement Department. The Contract shall include, in addition to the foregoing documents, all Purchase Orders issued by the Procurement Department pursuant to the Contract, which are hereby incorporated into the Contract. It is the sole responsibility of the bidder to ensure that it has received any and all addenda to the Invitation and Bid issued by the Procurement Department and the Procurement Commissioner may in his/her sole discretion reject any bid for which all addenda have not been executed and returned in accordance with the instructions provided therein. No bid may be considered if received after the date and time for the opening of bids established by this Invitation and Bid, nor may any bid be modified after that date and time. The time of bid opening shall be the time displayed on the City's official bid clock. In the event of any discrepancy between actual time and the City's official bid clock, the latter shall determine the time of bid opening.
- b. Specifications - When a formal, numbered specification is referred to in this Invitation and Bid, no deviation therefrom will be permitted and the bidder will be required to furnish articles and/or services in conformity with that specification. When catalogues, model numbers, trade names, or cuts are listed in this Invitation and Bid, they are, unless otherwise specified, included for the purposes of furnishing bidders with information concerning the style, type or kind of article and /or service desired. A bidder may offer an article and/or service which he/she certifies to be equal or better in quality, performance and other essential characteristics. If submitting an alternate the bidder must specify the alternate (e.g., make and model #) in the bid and submit with the bid a complete description of the article (including any technical literature) and/or service proposed to be furnished. Failure to do so, will require the bidder to furnish the article and/or service specified in the Invitation and Bid. The Procurement Commissioner reserves the sole right to determine whether alternates offered are equal or better. Unless otherwise provided in the bid specifications, all items offered by the bidder must be new. A "new" item is one which will be used first by the City. This clause shall not be construed to prohibit bidders from offering goods, supplies, equipment or materials containing recycled materials or printing with recycled content; bidders intending to provide goods made with recycled materials are expected to so notify the Procurement Department.

- c. Types of Bidder Restricted - Bidders must not be a party to more than one bid for the same article or service. A violation of this condition may, in the sole discretion of the Procurement Commissioner, result in rejection of any or all such bids in which the bidder is interested.
- d. Quantities Awarded - For requirements contracts only (which shall be so identified elsewhere in the Invitation and Bid), the articles and quantities of such articles as set forth in the Invitation and Bid are estimates and the Procurement Commissioner, in his/her sole discretion, may make an award for all or some of the articles bid and in such quantities as the Procurement Commissioner shall deem appropriate. For firm limit contracts, it is the City's intent to award based upon the quantities set forth in the Invitation and Bid, but the City reserves the right to award more or less.
- e. Bid Security - Unless the bidder is properly covered under the City's Annual Master Bid Security Program, or an individual bid bond is required elsewhere 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 EST. AMT. 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.

Bids in excess of \$500,000 cannot be 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. After the lowest responsive and responsible bidder has been determined, the Procurement Department shall refund, with the exception of the non-refundable fee paid for participation in the City's Annual Master Bid Security program, the bid security of every bidder except the lowest responsive and responsible bidder. Upon return of the duly executed contract documents and all required fees, and the furnishing of any required bonds or other performance security by the lowest responsive and responsible bidder, its bid security will be refunded.

- f. 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. 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.

- g. Responsiveness of Bids - Subject to the right of the Procurement Commissioner to waive non-responsiveness of bids as set forth below in this Paragraph 25, the specifications, requirements, and terms and conditions set forth in this DPA and elsewhere in the Invitation and Bid are mandatory and must be strictly followed by all bidders in the preparation and submission of its bids. After bids are opened, the Procurement Department, and other City departments or agencies where appropriate or specified, shall review all bids for responsiveness to these Terms and Conditions of Bidding and the specifications and requirements included in this Invitation and Bid. Any bid which is incomplete, obscure, conditional, or unbalanced, which contains additions not called for in the Invitation and Bid or irregularities of any kind, including alterations or erasures, or which fails to conform in any respect to such specifications, requirements, and terms and conditions, is non-responsive and shall be rejected, except where the Procurement Commissioner, in his/her sole discretion, determines that the non-responsiveness is not material to the Invitation and Bid, or that a waiver of the non-responsiveness is otherwise permitted by the Invitation and Bid or by this DPA or by law. The Procurement Department's determination of non-responsiveness shall be final and any bid rejected as non-responsive shall not be eligible for contract award.
- h. Responsibility - Unless otherwise specified elsewhere in the Invitation and Bid, after the bids are opened, the Procurement Department, and other City departments or agencies where appropriate or specified in the Invitation and Bid or required by law or regulation, shall review and may investigate the responsibility of the bidder, including, but not limited to, the bidder's qualifications, references, ability (including, but not limited to financial and technical capacity) to perform the contract resulting from this Invitation and Bid in accordance with its terms, and integrity. All determinations of bidder responsibility shall be vested in the sound discretion of the Procurement Commissioner and other City officials. Any bidder who is found not responsible shall be ineligible for award of the contract. Bidders found not responsible will be notified of such determination and the reasons therefore in writing by the Procurement Department, and shall have the right to contest the determination by submitting to the Procurement Department, within forty-eight (48) hours after receipt of its written determination, a written request for reconsideration that includes information relating to the bidder's qualifications and responsibility and demonstrating the insufficiency of the reasons stated in the written determination for finding the bidder not responsible. Any further determination of a contesting bidder's responsibility shall be vested in the sound discretion of the Procurement Commissioner and other City officials.
- i. Conditions of Binding Contract - For bids in an amount less than or equal to \$25,000, the signed bid of the lowest responsive and responsible bidder shall become a contract binding the City as of the date on which the Procurement Department issues its written notice of the Procurement Commissioner's award of the Contract to the bidder, without the satisfaction of further conditions by the bidder. For bids in an amount greater than \$25,000, however, such signed bid shall not become a contract between the City and the successful bidder, and shall not bind or obligate the City in any way, unless and until all of the following conditions (1)-(5) are fully satisfied:
- (1) The Procurement Department has issued its written notice of the Procurement Commissioner's award of the Contract to the successful bidder;
  - (2) The successful bidder posts sufficient Performance Security, as required in the Invitation and Bid, within the time specified in the written notice of award, and a Labor and Materialmen's Bond, if and as required by the Invitation and Bid, within the time specified in the written notice of award;
  - (3) The Contract Documents, as executed by the successful bidder, are approved as to form by the City's Law Department;

- (4) The availability of funds is certified by the City's Director of Finance and the City Controller; and
- (5) The Contract Documents are executed by the Procurement Commissioner.

The Procurement Commissioner may, in his/her sole discretion, cancel any contract award if any of the above conditions (1)-(5) are not satisfied, or if the Procurement Commissioner, in his/her sole discretion, determines that cancellation is in the best interests of the City. The bidder agrees that in the event of such cancellation, it shall not have any claim against the City, including any claim for breach of contract or of any other legal duty, or for lost profits, costs, damages, or expenses of any kind.

- j. Failure to Execute Contract - Any bidder not lawfully released from its bid, who refuses to execute and/or be bound by a contract in accordance with its bid or who fails, refuses or is unable to furnish any required bonds, performance security or insurance, as may be required by this DPA and elsewhere in the Invitation and Bid, shall be liable for the entire amount of its bid security, as liquidated damages (not a penalty) to the City; or if bid security is furnished under the Annual Master Bid Security Program, shall be liable for ten (10) per cent of the amount of its bid, as liquidated damages (not a penalty) 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 the bidder's failure to execute the contract or to furnish such bonds, performance security or insurance.
- k. 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 to \$ 100,000.00	\$ 10.00
\$ 100,000.01 to \$ 300,000.00	\$ 30.00
\$ 300,000.01 to \$ 500,000.00	\$ 50.00
\$ 500,000.01 to \$ 1,000,000.00	\$ 100.00
\$ 1,000,000.01 to \$ 2,000,000.00	\$ 200.00
\$ 2,000,000.01 to \$ 3,000,000.00	\$ 300.00
\$ 3,000,000.01 to \$ 4,000,000.00	\$ 400.00
\$ 4,000,000.01 to \$ 5,000,000.00	\$ 500.00
\$ 5,000,000.01 or more	\$ 600.00

Failure to submit the Bid Processing Fee may result in rejection of the bidder's bid. In addition, if a contract award is made pursuant to this Invitation and Bid, any unpaid bid processing fees owed by the successful bidder to the City must be paid prior to the City's release of any payments under the resulting contract.

- l. Price Increases and Discounts - All articles must be delivered at the price(s) bid, FOB Destination Point. 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. Discounts offered for payment may be a factor in the awarding of bids only in the event of tie bids. (In the

event of an absolute tie the award decision will be made in the best interest of the City as determined by the Procurement Commissioner in his/her sole discretion.) Discounts must be for a period of at least 15 days to be so considered. Discounts offered shall be assumed to be from gross price unless otherwise indicated.

- m. Processing of Payments - All payments will be processed and paid in accordance with the City's standard payment procedures and payment cycle (i.e. normally within 45-60 calendar days following receipt of proper invoices). Any credit due to the City hereunder may be applied against Contractor invoices with appropriate information attached.

## 26. MISCELLANEOUS PROVISIONS

- a. 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.
- b. Tax Requirements - Any contractor, or vendor of goods, wares and merchandise, or purveyor of services, who bids on and is awarded a contract by the City and/or School District of Philadelphia, is subject to Philadelphia's business tax and Ordinances and regulations. The City Solicitor has ruled that anyone who is awarded a contract by the City and/or School District pursuant to a bid has entered into a contract within the City, and the subsequent delivery of goods into the City or performance of services within the City constitutes "doing business" in the City and subjects the successful bidder, including but not limited to, one or more of the following taxes:
  - (1) Business Privilege Tax
  - (2) Net Profits Tax
  - (3) 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.

- c. 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 this Invitation and Bid. The successful bidder, or other entity contracting with the City is referred to below as the "contractor".
  - (1) 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).

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

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

- d. 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:
  - (1) Gifts. Executive Order No. 16-92 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. All City employees presented with gifts or gratuities as indicated in Executive Order 16-92 have been instructed to report these actions to the appropriate authorities. 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.
  - (2) City employee interest in City contracts. In accordance with Paragraph 10-102 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.

- (3) 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 §20-608.

e. Non-Discrimination

- (1) In the performance of the Contract, Contractor shall not discriminate nor permit discrimination against any person because of race, color, sex, religion, national origin- or ancestry. Contractor agrees that such discrimination constitutes a substantial breach of the Contract entitling the City to all rights and remedies provided in the Contract or otherwise available in law or equity.
- (2) 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, religion, national origin or ancestry, constitutes a substantial breach of the Contract entitling the City to all rights and remedies provided in the Contract or otherwise available in law or 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 for work to be performed pursuant to the 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 a substantial breach of the Contract entitling the City to all rights and remedies provided in the Contract or otherwise available in law or equity.

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

- (1) In accordance with Paragraph 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.

- (2) In the performance of any contract resulting from this bid, Bidder agrees that it will not utilize any suppliers or subcontractors at any tier (i) who have (or whose parent subsidiary, exclusive distributor of company affiliate have) any investments, licenses, franchises, management agreements or operations in Northern Ireland or (ii) who will provide products originating in Northern Ireland unless said supplier or subcontractor has implemented the fair employment principles embodied in the MacBride Principles. Bidder further agrees to include provisions with this Subparagraph (b), with appropriate adjustments for the identity of the parties, in all subcontracts and supply agreements which are entered into in connection with the performance of any resulting contract.
- (3) 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 Paragraph 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 this 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 Paragraph 17-104 of the Philadelphia Code) or at equity. In addition, it is understood that false certification or representation is subject to prosecution under 18 Pa.C.S. Paragraph 4904.
- g. Compliance With Law - In performing the work required under the Contract, Contractor shall comply with all federal, state and local laws, statutes and ordinances, and with all applicable regulations of federal, state and local governmental departments, boards, agencies and commissions.
- h. Force Majeur - Contractor shall not be in default under Paragraph 15 of this DPA if any event of default as provided therein is the result of a Force Majeur Event as defined in Paragraph 15.d of this DPA. The City shall not be liable to Contractor for any failure to perform any of its obligations under the Contract if such failure is because of natural disaster, any act of God, war, civil disturbance, court order, labor dispute, or nonperformance of third parties.
- i. Headings Not Controlling - Headings used in this DPA and elsewhere in the Contract are for reference purposes only and are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of the Contract or the intent of any provision of this DPA or elsewhere in the Contract.
- j. Governing Law; Forum - The Contract shall be governed by the laws of Pennsylvania (including, but not limited to, the Pennsylvania statute of limitations) and shall be executed and performed in strict and exact accordance with the Philadelphia Home Rule Charter, as well as any applicable rules, statutes, ordinances, methods, regulations or procedures. The parties agree that any lawsuit, action, claim or legal proceeding involving, directly or indirectly, any matter arising out of or related to the 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 arising under the Contract shall lie exclusively in either of these two forums. The parties further agree not to raise any objection to any such 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.

k. Remedies Not Exclusive - In no event shall the rights and remedies of the City provided in any paragraph, subparagraph, or provision of this DPA or elsewhere in the Contract be exclusive, and all such rights and remedies are in addition to and not in lieu of any other rights and remedies the City may have at law, in equity, under any bond(s) filed in connection with the Contract or under any other provision, paragraph, or subparagraph of this DPA or the Contract, all of which are reserved to the City; provided, however, that the exercise of such rights or remedies by the City shall be subject to the limitations set forth in Paragraph 16 (Limitation of Liability) of this DPA, except as expressly provided otherwise in Paragraph 16 or elsewhere in the Contract.

l. City's Right to Audit Records - From time to time during the term of the Contract and for a period of five (5) years after termination of the Contract, the City (including, without limitation, the Office of the City Controller) may audit Contractor's performance under the Contract. If so requested, Contractor shall submit to the City all vouchers and invoices presented for payment pursuant to the Contract, all cancelled checks, work papers, books, records and accounts (whether in electronic, paper, or other form or medium) upon which the vouchers or invoices are based, and any and all documentation and justification in support of expenditures or fees incurred pursuant to the Agreement, all of which shall be subject to periodic review and audit by the City. Contractor shall make available, within the City, at reasonable times during the term of the Contract and for the period set forth above in this Subparagraph, all records (whether in electronic, paper, or other form or medium) pertaining to the Contract for the purpose of inspection, audit or reproduction by authorized representatives of the City. Contractor shall retain all such records, books of account and documentation pertaining to the Contract for the period set forth above in this Subparagraph; however, if any litigation, claim or audit is commenced prior to expiration of such period, then the records shall be retained until all litigation, claims or audit findings have been completely terminated or resolved, without right of further appeal; if applicable law requires or permits a longer period, then the records shall be retained for such longer period.

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

**SIGNING OF BIDS**

**NOTE: THE BIDDER MUST EXECUTE ITS BID BY SIGNING THIS DATA PROCESSING AGREEMENT AS PROVIDED BELOW. ANY BID THAT IS NOT EXECUTED IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED BELOW OR THAT DOES NOT INCLUDE STREET ADDRESS, CITY, STATE AND PHONE NUMBER, MAY, IN THE SOLE DISCRETION OF THE PROCUREMENT COMMISSIONER, BE REJECTED.**

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

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

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

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

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

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

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

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

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

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

CORPORATE SEAL

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

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

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

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

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

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

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

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

**THE CITY OF PHILADELPHIA**

\_\_\_\_\_  
Procurement Commissioner

**APPROVED AS TO FORM**

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