



**Purchase, Lease/Purchase, Lease and Maintenance of Plain Paper Copier Machines and Purchase of Supplies for Those Machines
S6Z61260**

Issued by: **CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT**
Required by: **VARIOUS DEPARTMENTS**

Pre-Bid Meeting Date: April 10, 2015 at 1:00PM
Bid Opening Date: April 27, 2015
Bid Opening Time: 10:30 AM Philadelphia Local Time
Location for Bid Opening: MUNICIPAL SERVICES BUILDING - ROOM 170A
 1401 JFK BOULEVARD, PHILADELPHIA PA 19102
Buyer: A. Campfield
Spec. Writer: K. Owens

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

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

Bid is Best and Good Faith Efforts.

NAME AND ADDRESS OF FIRM:
FEDERAL EIN/SOCIAL SECURITY NUMBER:

GENERAL INFORMATION

This Invitation and Bid and Contract is issued under the Antidiscrimination Policy described in the Mayor's Executive Order 03-12. While there are no ranges for the participation of Minority (MBE), Woman (WBE) or Disabled (DSBE) Owned Business Enterprises (collectively, M/W/DSBEs) projected for this Bid, bidders are prohibited from discriminating in their selection of subcontractors and are encouraged to use their Best and Good Faith Efforts to solicit quotes from M/W/DSBEs on an equitable basis with other firms. See the Office of Economic Opportunity (OEO) Instructions and Form which is part of this Invitation and Bid and Contract.

BID QUESTIONS

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

FOR PROCUREMENT USE ONLY. DO NOT MAKE ANY MARKS IN THIS BOX.			
Bid Security Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No	Method (if paid with bid) _____	Check or M/O # _____
Bid Processing Fee	<input type="checkbox"/> Yes <input type="checkbox"/> No	Method _____	Check or M/O # _____

Mary E. Stitt
Procurement Commissioner

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 2 73
		FIRM NAME (Must be filled in)	

SECTION 1: GENERAL BID SUBMISSION

1.1 **TITLE: PURCHASE, LEASE/PURCHASE, LEASE, AND MAINTENANCE OF PLAIN PAPER COPIER MACHINES AND PURCHASE OF SUPPLIES FOR THOSE MACHINES.**

SCHEDULE NO: 102

1.2 **CONTRACT TERM: 07/01/2015 to 06/30/2016** (“Initial Term”), with an option to renew for up to Two (2) additional One (1) year periods, (“the Renewal Term”) exercisable, at the City’s sole discretion, as of the expiration of the Initial Term or the current Renewal term. The City may, at its sole discretion, renew the contract for up to three (3) months at the beginning of each renewal period (the “Additional Performance Period”), if a decision has been made not to renew the contract for an entire year.

1.2.1 The City shall exercise such sole option to renew the Contract Term by issuing a letter (the “Renewal Notice”) notifying the 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.

1.2.2 **Buy-out Period of Contract:**
The City reserves the right, at its sole option, to extend the contract(s) resulting from this Invitation and Bid for one (1) year period after the completion of the ordering period of the contract as defined above. During the buy-out period, the City can complete buy-outs on any lease or lease purchases in effect from copiers placed during the ordering period and reserves the right to continue purchase maintenance and supplies. No lease or lease purchase may exceed this buy-out period; therefore, for example, in the last month of the ordering period, no lease purchase can be initiated that exceeds twelve (12) months.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 3 73
		FIRM NAME (Must be filled in)	

1.2.3 **Buy-out Options:**

Any machine which is installed under any long term pricing plan for a cumulative total of 48 consecutive months (whether installed under past, present or future requirements contracts) may in accordance with Section 8-200 (3) of the Philadelphia Home Rule Charter, be terminated by the City for any reason at any time after expiration of the 48th month without termination charge.

1.3 **CONTRACT TYPE: REQUIREMENTS**

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

1.3.2 It is the intent of the Procurement Department to make an award for the period as stated above subject to the appropriation of funds in succeeding fiscal 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 Security Fee to cover units awarded to him.

1.4 **METHODOLOGY OF ACQUISITION:** Purchase, /Lease/Purchase and Lease of Copiers and Purchase of Supplies and Maintenance only.

1.5 **STATEMENT OF DIRECTION:**

It is the intent of the City of Philadelphia to acquire plain copier machines through the various methods stipulated herein and purchase maintenance and supplies for said machines various City agencies and departments as specified herein during the contract period.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 4 73
		FIRM NAME (Must be filled in)	

1.6 **BID SECURITY**

In order to be an eligible Services, Supplies and Equipment bidder, all SS&E bidders must be enrolled in the City's New Annual Bid Security Program. The program covers the time period from **July 1, 2014 – June 30, 2015**. All bidders must complete the registration form and pay the **non-refundable** Annual Bid Security Program fee of one hundred dollars (**\$100.00**) payable to the order of the "The City of Philadelphia". The fee must be submitted in the form of a company check, cashier's check, treasurer's check, bank money order, or United States postal money order. The fee should be submitted, under separate cover, to the attention of "**Annual Bid Security Program**" at least one day prior to the first bid that the bidder wants covered under the program. If the bidder chooses to submit the completed registration form and payment for the Annual Bid Security Program with their bid, **company checks will not be accepted** and the payment **MUST** be in the form of a **non-refundable certified check, cashier's check, treasurer's check, bank money order, or United States postal money order** in the amount of one hundred dollars (**\$100.00**) made payable to "The City of Philadelphia". Enrollment and payment of the Annual Bid Security Program must be completed in order to be eligible for bidding in accordance with Paragraph 2 of the "Services, Supplies, and Equipment (SS&E) Terms and Conditions of Bidding and Contract".

1.7 **BID INFORMATION:**

- 1.7.1 All information concerning this bid will be contained in this bid document as issued or amended.
- 1.7.2 Information provided verbally by any City official shall not be binding, relevant, or in any way considered to be a commitment by the City. The City will provide, in writing, any clarifications, changes, and/or other information deemed to be necessary.

1.8 **BID SUBMISSION:**

- 1.8.1 All bids submitted to the City of Philadelphia must adhere to all bid submission requirements. It is the bidder's responsibility to ensure all bid submission requirements are met. Failure to adhere to these instructions may result in the bid being disqualified.
- 1.8.2 Advertised sealed bids shall be received and opened publicly at 10:30 AM Philadelphia local time in Room #170A, 1st Floor of the Municipal Services Building, located at 1401 JFK Boulevard, Philadelphia, Pennsylvania 19102, on the bid opening date.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 5 73
		FIRM NAME (Must be filled in)	

- 1.8.3 Bidders must submit their bid to the City of Philadelphia **no later than 10:30 AM** on the date that the bid opens. **BIDS MUST BE PLACED IN THE BID BOX** (slot located outside of Room 170A) prior to the bid opening. Bids that are not in the bid box prior to the bid opening may be disqualified.
- 1.8.4 It is the bidder's responsibility to ensure that the bid is submitted in a timely manner and placed in the bid box prior to the bid opening. If the bid is being sent by courier or mailed, it is recommended that the bid be sent early. The bid should arrive at least one business day before the bid opens to ensure timely receipt.
- 1.8.5 All bids **must** be placed in a **sealed** envelope. **The Bid Number, Opening Date and Company Name MUST be clearly labeled on the envelope.** If the bid is being delivered by courier or express mail, the bid **must** be in a **separate** sealed envelope inside the courier's envelope or express mail packaging. This is to ensure that all bids conform to the sealed bid process of the City of Philadelphia. Failure to do so may result in the bid being disqualified.
- 1.8.6 Bidder's bid should be complete and include ALL information required as described in the various sections of the bid specifications. All pricing must be completed on the forms provided and must be in **ink or typed**. The bid must be complete as to required bid signatures and corporate seal, and fully accept the terms and conditions contained in the bid.
- 1.8.7 **BID PROCESSING FEE:**
All bidders **MUST** submit with their bid a non-refundable company check, certified check, cashier's check, treasurer's check, bank money order, or United States postal money order to the order of the "The City of Philadelphia" in the amount of twenty-five dollars (\$25.00) to cover the bid processing fee in accordance with Paragraph 3 of the "SS&E Terms and Conditions of Bidding and Contract". Failure to submit the bid processing fee may result in disqualification from bidding.
- 1.8.8 When a Minority Owned Business Enterprise, Woman Owned Business Enterprise, or Disabled Owned Business Enterprise ranges are required by an Invitation and Bid, bidders are reminded that the submission of a blank "Commerce Department Office of Economic Opportunity (OEO) Solicitation and Commitment Form" will result in the bidder being deemed non-responsive and ineligible for an award. Bidders are reminded to read carefully and entirely the "Bidder's Guidelines relating to Executive Order 03-12".

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 6 73
		FIRM NAME (Must be filled in)	

1.8.9 **LOCAL BIDDING PREFERENCE**

In accordance with Chapter 17-109 of The Philadelphia Code relating to Local Bidding Preferences and the Regulations promulgated thereto, this bid may be subject to a local bid preference¹. In order to determine eligibility to receive the preference, if applicable, bidder must be certified as a Local Business Entity (“LBE”) at the time of the bid opening and must submit with the bid its LBE Certification number as issued by the Procurement Department:

Bidder’s LBE Certification Number_____

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

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

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

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

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

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 7 73
		FIRM NAME (Must be filled in)	

1.8.10 **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 _____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 8 73
		FIRM NAME (Must be filled in)	

1.8.11 **BID QUESTIONS OR PROBLEMS**

In preparing the bid response, should any bidder need clarification on the bid requirements, identify a discrepancy in the specifications, determine that a specified product has been discontinued or an alternate procedure is advised, etc.; then the bidder is **STRONGLY** encouraged to bring these issues to the attention of the Procurement Department prior to the bid opening by emailing bid.info@phila.gov, or by addressing a letter or fax (fax # 215-686-4727) to the Buyer. **Questions, whether phoned or faxed, should be received no later three (3) business days after the scheduled Non-Mandatory Pre-Bid Meeting date referred in paragraph 1.10 of this Invitation and Bid. The City reserves the right to only respond to those questions submitted prior to the stated deadline.** The City will respond to questions it considers appropriate to this Invitation and Bid and of interest to all bidders, but reserves the right, in its discretion, not to respond to any question. The City reserves the right, in its discretion, to revise questions. No oral response to any bidder question by any City employee or agent shall be binding on the City or in any way considered to be a commitment by the City.

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

The City of Philadelphia, Procurement Department will notify all bidders in writing, by addendum duly issued, of any interpretations/changes made to specifications or instructions. The City will not accept responsibility for oral instructions, suggestions or changes by any City agency.

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

1.8.12 **Supplies**

1.8.12.1 Bidders must bid both equipment and supplies. **THE BIDDER MUST BE RESPONSIBLE FOR SUPPLYING BOTH EQUIPMENT AND SUPPLIES**, not one or the other.

1.8.12.2 In submitting this bid, bidder certifies that all supplies to be furnished are equal to the specifications of products furnished by the manufacturer of the copiers.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 9 73
		FIRM NAME (Must be filled in)	

1.8.12.3 Bidder must provide detailed technical information on any proposed alternate. The alternate must be of equal quality and performance. Failure to supply the requisite documentation may invalidate the vendor's bid. The City shall determine, at its sole discretion, whether proposed alternate are equal and acceptable.

1.8.13 Bidders must furnish, either with the bid or within 48 hours of request detailed specifications of all products.

1.8.14 Bidders shall submit with their bid an additional copy of bid and all attachments.

1.8.15 Bidder must certify, that, if awarded a Volume band or bands, bidder will furnish replacement equipment, if an when required, to serve as temporary backup equipment for equipment being repaired, as per all items and conditions of the contract resulting from this Invitation and Bid. This equipment must meet or exceed the capabilities of the equipment to be replaced.

BIDDER CERTIFICATION:

_____ YES _____ NO

1.9 BIDDER QUALIFICATION:

1.9.1 Vendors who are not original equipment manufacturers must Complete and submit Exhibit "B" with their bid documentation. Exhibit "B" must be signed by an authorized representative of the original equipment manufacturer of the product line being bid.

1.9.2 An OEM may submit more than one letter (as described above) to value added distributors or third party vendors. An OEM may also bid directly to the City.

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

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 10 73
		FIRM NAME (Must be filled in)	

SECTION 1:

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

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

SECTION 2:

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

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

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 11 73
		FIRM NAME (Must be filled in)	

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

A NON-MANDATORY PRE-BID MEETING for all interested parties will be held on **Friday, April 10, 2015 at 1:00 PM**, in Room 170A, Bid Room, Municipal Services Building, 1401 JFK Blvd. Philadelphia, PA 19102

The purpose of this meeting is to respond to questions from prospective bidders. Bidders are encouraged to submit questions in writing at this time. All questions that materially impact upon the bid process will be answered, in writing, in a formal addendum issued by the City. Oral responses by City employees or their representatives are not binding and shall not in any way be a commitment by the City.

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

"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 **MACHINES/GENERAL REQUIREMENTS:**

2.1.1 The City requires that all equipment be of current manufacture and be new. Remanufactured equipment, defined below in paragraph 2.1.1.2, can be supplied only as a replacement machine for equipment that has proven to be defective to the extent that an unreasonable number of service calls has been required or upon request by using agency and approval by the Records Department.

2.1.1.1 New Equipment is defined as equipment which is shipped from the place of manufacture to the City, either directly or through an authorized dealer/distributor, the City being the first user. The contractor guarantees that the equipment is standard new equipment (latest model of regular stock product) and in current production with all parts regularly used with this type of equipment offered; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 12 73
		FIRM NAME (Must be filled in)	

2.1.1.2 Remanufactured equipment is defined as equipment that has been completely remanufactured and is in "like new" condition. Remanufactured equipment shall have been subjected to the following processes:

- (i) Disassembly to predetermine standards established by the manufacturer.
- (ii) Cleaning
- (iii) Inspection and testing to new machine test standards.
- (iv) Replacement of defective and/or worn components.
- (v) Installation of all retrofits designated by the manufacturer as field mandatory as of the date of machine installation.

The guarantee for remanufactured equipment must be identical to the manufacturer's new equipment guarantee and remanufactured equipment must be eligible for the same trade-in price, if any, and the same full service maintenance terms and conditions as newly manufactured equipment.

2.1.2 In the event the equipment installed proves to be defective to the extent that an unreasonable number of service calls are required and that the successful bidder has been unable to repair the machine using all the normal repair procedures of his company, the successful bidder shall promptly remove the defective equipment without additional costs to the City (see Paragraph 2.4.1.1). The City may permit replacement of defective equipment at the City's discretion. Bidder shall install equipment of better quality or equipment with capabilities in excess of the requirements providing, however, that the invoiced cost is not more than the prices quoted for original equipment.

2.1.3 All copiers eligible for award on this contract must:

- 2.1.3.1 Yield a copy dry enough for immediate use.
- 2.1.3.2 Be capable of making copies from opaque originals.
- 2.1.3.3 Be capable of copying all colors and types of ink; if all colors cannot be copied, exceptions must be noted. The same applies to types of ink.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 13 73
		FIRM NAME (Must be filled in)	

- 2.1.3.4 Yield copies from plain paper, at least 20 sub. Quality of copy must be acceptable to the City.
- 2.1.3.5 Be capable of making copies of at least 8 1/2" x 14". For Volume Bands I and II and at least 11" x 17" for Volume Bands III through VIII.
- 2.1.3.6 Contain all features necessary to using agency(s) and must be approved by Department of Records. If photocopier(s) offered does not have necessary features or in any way fails to meet required specifications, there will be cause for disqualification of unit(s).
- 2.1.3.7 Be provided with appropriate stand if unit(s) offered is not a console model. Price shall be included or stated in pricing plan.
- 2.1.3.8 Be delivered, set in place, and made ready for operation by the vendor.
- 2.1.3.9 MEET THE ENERGY STAR GUIDELINES FOR ENERGY EFFICIENCY.
- 2.1.3.10 Be delivered with the following at no additional cost to the City:
 - 2.1.3.10.1 an operator's manual that has a description of the equipment capabilities, operating instructions and operator maintenance instructions.
 - 2.1.3.10.2 a starter kit to include toner, developer, fuser oil, etc. (Paper need not be furnished). This starter kit must include, at a minimum, a one (1) month's supply of toner, developer, fuser oil capable of producing the minimum monthly volume for the copier.

2.2 **EQUIPMENT EVALUATION:**

- 2.2.1 Unless capabilities of equipment bid are known to the City, all data concerning monthly volume, speed, feature performance, etc. will be cross checked with Buyer's Lab and/or Bertyl's Independent Test Reports, at a minimum. Bidders offering data different from the independent copier guides used in the City's evaluation process shall submit, upon request of the City, documentation that conforms the data submitted in this bid is correct and that the data in the independent guides is incorrect.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 14 73
		FIRM NAME (Must be filled in)	

The documentation must include, at a minimum, a list of fifteen (15) machines and their locations, that are performing to stated specifications. For new products for which a service history has not been established, the factory test data, or test data from field trials tests may be submitted. Demonstration of equipment capabilities may be required of all models bid prior to contract award.

For purposes of demonstration and evaluation, the bidder may be required to furnish, at no cost to the City, one unit per volume band of each band upon which bidder places a bid, all supplies required and complete services of the equipment for a period not to exceed fifteen (15) days under normal operating conditions. The City reserves the right to select locations for demonstrations and evaluation and, under no circumstances, will the City be charged for such evaluation periods.

2.2.2 During the life of the contract, the City will permit copiers to be placed with using agencies for demonstration purposes provided that:

2.2.2.1 no machine is placed without prior written permission from the Procurement and Records Departments, and;

2.2.2.2 under no circumstances will the City be charged for such demonstration periods, and;

2.2.2.3 no machines will be placed under contract with the City after such demonstration period without the prior approval of the Records Department.

2.3 SUPPLIES:

2.3.1 Bidders must be capable of supplying all toners and dispersants, developers, fuser oil, fuser agent, etc., as applicable for use in Plain Paper Copiers listed elsewhere in the proposal upon which bidder places a bid.

2.3.2 Successful bidder(s) agrees to furnish a recommended list of supplies to support all installed machines.

2.3.3 All supplies must be from manufacturer and will be delivered to the addresses shown on the purchase orders resulting from this Invitation and Bid, during normal PPM hours.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 15 73
		FIRM NAME (Must be filled in)	

2.3.4 All supplies delivered shall be in manufacturer's standard packaging, in original containers, with part number and quantity plainly marked. The vendor's packing slip must be furnished with all deliveries.

2.3.5 The City will use Buyer's Lab and/or Bertyl's as or other independent copier guides to verify that per copy charges, as stated in the pricing section, are correct.

2.4 **SERVICE:**

2.4.1 It is the intent of the City of Philadelphia to include on-site maintenance on this Invitation and Bid for copy machines to be purchased from the contract(s) resulting from this Invitation and Bid.

2.4.1.1 Subject to the limitations set forth in 2.4.1.17 below, Contractor shall provide maintenance service (labor and parts) at the prices set forth in the bid specifications and price schedule for the period specified in sub-paragraph 2.4.1.2. Contractor shall keep the equipment furnished hereunder in good operating condition and, subject to security regulations, the City shall provide Contractor access to the equipment 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 at the 90% effectiveness level defined below in sub-paragraph 2.4.1.12. Machines that fail to meet the 90% effectiveness level for two (2) consecutive months are to be removed by the vendor and replaced with a new machine at no additional cost to the City. The maintenance prices of Contractor include cost of labor, parts, factory overhaul, rehabilitation and substitute equipment and all changes, updates and enhancements furnished by Contractor and/or equipment 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, it shall be responsible for the equipment 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 may be discontinued by the City upon thirty (30) days prior written notice to Contractor.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 16 73
		FIRM NAME (Must be filled in)	

Failure to meet the effectiveness level above or failure to replace a defective machine upon request by the City due to machine's unacceptable downtime (as defined in paragraph 2.4.1.12) will result in vendor's being declared in default of its contract, entitling the City to all rights and remedies prescribed by law. Unless contractor is authorized by the City to perform extension thereof in accordance with sub-paragraph 2.4.1.4 (iii), 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.

2.4.1.2 Maintenance Continuity - Contractor shall provide the required maintenance service at the price set forth in the attached bid specifications for each machine bid. These prices will be firm for a twelve (12) month period. Thereafter, maintenance service may be renewed under the terms and conditions of this Agreement for two (2) one (1) year periods and may be renewed thereafter for up to three (3) one (1) year renewal period ONLY) provided that:

- (i) no increase shall 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 such fiscal year; and
- (ii) in no event shall increased maintenance prices exceed Contractor's published charges for maintenance service for non-educational state and local governments on the effective date of the adjustment, under similar terms and conditions.

2.4.1.3 Maintenance Facilities - The City shall provide Adequate storage space for spare parts and 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.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 17 73
		FIRM NAME (Must be filled in)	

2.4.1.4 Maintenance Periods

- (i) The basic monthly maintenance charge of Contractor shall entitle the City to maintenance service during a principal period of maintenance (PPM) that shall be Monday through Friday, 8:30 AM to 5:00 PM, excluding vendor's holidays.
- (ii) The City, by giving seven (7) calendar days written notice to Contractor, may change the PPM in accordance with Contractor's standard time increments and surcharge rates.
- (iii) Except as otherwise provided in this Agreement, on-site type maintenance service which is authorized by the City outside the designated PPM or extension thereof shall be performed on a per-call basis at Contractor's per-call hourly rates, as specified in the bid specifications and price scheduled. No charges for parts, travel time, travel expenses or any other item, other than contractors per call hourly rate, shall apply to per-call maintenance. Contractors 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 PPM or extension thereof. For remedial maintenance which either began, or for which a request was placed and a response made during the PPM or extension thereof, a grace period of up to one additional hour beyond the selected PPM or extension thereof will be provided at no additional charge.

- 2.4.1.5 Preventive Maintenance (PM) - 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. PM shall include, at a minimum, lubrication, necessary adjustment, replenishment of developers or photo receptors and replacement of worn parts. Scheduled PM calls shall be made during the PPM only, during low use periods and shall not be considered downtime.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 18 73
		FIRM NAME (Must be filled in)	

2.4.1.6 Remedial Maintenance

- (i) Remedial maintenance shall be performed as required when equipment is inoperative. Contractor shall provide the City with a designated point of contact and shall make arrangements to enable its maintenance representative to receive requests for service.
- (ii) Where on-site type maintenance of equipment has been contracted for, Contractor's maintenance personnel should normally arrive at the City installation site within five (5) PPM hours after service is requested. The five (5) 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.
- (iii) Response time shall be measured from the time the City makes a bonafide attempt to contact Contractor's representative at the prearranged contact point and ends when Contractor's maintenance representative arrives on site, ready to perform required service.
- (iv) Repeated failure to satisfy the five (5) hour response time shall constitute sufficient grounds for placing Contractors in default in accordance with the provisions of this Invitation and Bid, including the attached Terms and Conditions. For equipment that requires on-site maintenance Contractor's maintenance personnel shall supply continuous effort, unless otherwise directed by the City, to restore the equipment to good operating condition.
- (v) The equipment must be fully repaired within nine (9) consecutive PPM hours after expected satisfactory response to agency notification of equipment malfunction. Vendor has a maximum of fourteen (14) consecutive PPM hours before downtime crediting begins.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 19 73
	FIRM NAME (Must be filled in)		

- (vi) Where a unit cannot be fully repaired and returned to regular service within the period stated above, the vendor must provide a replacement machine (of equal or greater capability) until the repair of the original unit is complete, within an additional twenty-four (24) continuous hours. If replacement is made within this time frame, no down time credits accrue.
- (vii) If the unit is not returned to service within eighty (80) consecutive PPM hours of the initial notification of malfunction, the unit must be permanently replaced with a new unit of equal or greater capability.

2.4.1.7 Permanent Replacement - The vendor is responsible for permanently replacing any machine with a new or remanufactured machine (See paragraphs 2.1.1.1 and 2.1.1.2) of equal or greater capability if:

- (i) Machine fails to operate at time of installation, or
- (ii) Machine cannot be satisfactorily repaired within eighty (80) consecutive PPM hours of the initial notification of malfunction (regardless of loaner equipment installation) any time during the GPP.
- (iii) Machine has more than thirty-two (32) PPM hours of downtime for two (2) consecutive months, regardless of loaner, at anytime during the GPP. Downtime begins five (5) consecutive PPM hours after notification of equipment malfunction

2.4.1.8 Replacement Equipment - The vendor must have a stock of backup equipment for each volume band for which he/she receives an award. Backup equipment will serve as temporary replacement, if required, for machine being serviced. Backup equipment must meet or exceed the capabilities of machine to be replaced at the same cost-per-copy rate for the volume band as the original equipment. For the purposes of evaluation of capabilities of bidders, the apparent low bidder in each band will be required to show proof, upon request of the City for temporary backup equipment as needed during the course of the contract.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 20 73
		FIRM NAME (Must be filled in)	

- 2.4.1.9 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) model number(s) or product; time spent for repair; time City held machine(s); description of malfunction; list of parts replaced; additional charges, if applicable.
- 2.4.1.10 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 site 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. Such record must be submitted, quarterly, to the Records Management Analyst, Room 171 City Hall. There will be reimbursement to the City for the unacceptable copies (see Para. 4.2.6.)
- 2.4.1.11 Replacement Parts - Subject to limitations in Paragraph 2.4.1.17 below, while equipment is under warranty or maintenance with Contractor, there shall be no additional charges for replacement parts, including drums or, if the equipment does not have the "drum" technology, including copy cartridges. Unless otherwise agreed by the City, only new standard parts (or parts warranted as functionally equal to new) sourced from the original equipment manufacturer shall be used in effecting repairs. Maintenance parts shall be furnished on an exchange basis and the replaced parts become the property of Contractor. Contractor shall maintain an adequate supply of spare parts necessary for the repair or replacement of equipment within a twenty-five (25) mile radius of the City of Philadelphia.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 21 73
		FIRM NAME (Must be filled in)	

2.4.1.12 **Maintenance Credits**

- (i) Contractor shall grant a credit for any machine which fails to perform at an effectiveness level of 90% during any month. The amount of creditable hours shall be accumulated for the month. The City shall credit maintenance invoices on an hour-for-hour basis under the following conditions:
 - (1) The response time exceeds five (5) consecutive PPM hours of initial agency notification of equipment malfunction.
 - (2) Down time exceeds nine (9) consecutive PPM hours after vendor's satisfactory response to notification of malfunction.
- (ii) 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 this Agreement.
- (iii) Agencies shall credit 1/160th* of the monthly cost for maintenance, for each PPM hour of excess response or downtime. Both response and downtime can run concurrently if vendor fails to respond to the call.

*Based on 20 working days/month x 8 hours/day PPM = 160 hrs/month.
- (iv) After the first eight (8) consecutive PPM hours of credit, a full day (eight (8) hours) will be deducted after three (3) consecutive PPM hours elapse on any given business day. Credits can consume the entire amount of billing for the period, with documentation.

2.4.1.13 Notwithstanding Contractor's remedial or maintenance efforts, Contractor may be declared in default if equipment continues to exhibit defects causing disruption of use and/or repeated periods of downtime.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 22 73
		FIRM NAME (Must be filled in)	

2.4.1.14 Additional Maintenance Charges - there shall be no additional maintenance charges for:

- (i) 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).
- (ii) Remedial maintenance required within a 48-hour period due to a recurrence of the same malfunction.
- (iii) 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.
- (iv) Remedial maintenance required when the scheduled preventive maintenance preceding the malfunction had not been performed.

2.4.1.15 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 preferably during normal PM visits.

2.4.1.16 Through the issuance of a change to the City's purchase order, the City may upon 30 days notification alter the type of maintenance program for any machine consistent with the Contractor's standard maintenance program.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 23 73
		FIRM NAME (Must be filled in)	

2.4.1.17 Services Not Covered - Contractor's maintenance responsibilities shall not include electrical work external to the equipment, changes or alterations to the physical environment of the installation site, furnishing accessories, painting or refinishing the equipment or furnishing materials therefore, 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, invitees; or by the City's failure to follow contractor's furnished operational manual.

2.4.1.18 All features and model upgrades that are eligible for maintenance service under the contract or resulting from this Invitation and Bid installed on a machine under said contract, and not covered under Contractor warranty or another manufacturer's warranty must be under the maintenance terms of this contract with the same Type of Service and if applicable, the Optional Periods of Maintenance Service as the machine on which they are installed.

2.5 **TERMINATION OF EQUIPMENT**

2.5.1 Termination of machines will be accomplished on a "per machine" or a "per band" basis based on the following reasons:

- (i) Unacceptable price increases
- (ii) Changes in user requirements
- (iii) Inaccuracies in the bid. *
- (iv) Unacceptable service/downtime

2.5.2 In no event will removal charges be paid by the City if:

- (I) Fiscal funding is unavailable
- (II) Copy quality and service have been found to be unacceptable
- (III) Changes in user requirements
- (IV) Inaccuracies in the bid have been discovered *

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 24 73
		FIRM NAME (Must be filled in)	

* If a machine has been quoted at a higher capacity (either by the manufacturer or by the bidder) than the capacity at which it can actually operate and still produce its guaranteed monthly volume as defined in paragraph 2.9.1, the vendor must do one of the following in order to avoid being in default of the contract:

- (V) The bidder shall install another copier (in addition to the one that is in place) and the City will pay only the excess copy charges on the additional copier. The additional copier and the original together must be able to produce the monthly capacity that the original copier was represented as having been capable of reproducing.
- (VI) The vendor can choose to upgrade the original copier to one that has the capacity that was called for by the City but this upgrade must be at no additional charge to the City.

2.6 **TRAINING**

2.6.1 Contractor will train City personnel as key operators in each of the City installations in proper use and care of the equipment.

2.7 **CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS**

2.7.1 Any written commitment by Contractor within the scope of the contract resulting from this invitation and Bid shall be binding upon Contractor whether or not incorporated into a purchase order.

Failure of Contractor to fulfil any such commitment shall render Contractor liable for liquidated damages or other charges due under the terms of this contract.

2.7.2 For the purpose of this contract a commitment by Contractor includes:

- (i) prices and options committed to remain in force over specified period(s) of time;
- (ii) any warranty or representation made by Contractor in a proposal or bid as to equipment performance, any other physical, design or functional characteristics of a machine, installation date or delivery date;

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 25 73
		FIRM NAME (Must be filled in)	

- (iii) any warranty or representation made by Contractor concerning the characteristics or items described in 2.7.2 (ii) above made in any literature, descriptions, drawings or specifications accompanying or referred to in a bid;
- (iv) any modification of or affirmation or representation as to the characteristics of items described in 2.7.2 (ii) 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
- (v) any representation by Contractor in 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 Contract.

2.8 **WARRANTY**

2.8.1 The warranty period for all equipment furnished hereunder shall be ninety (90) days commencing upon acceptance of the equipment by the City. **Note: There shall be no maintenance charges (cost per month, cost per copy) during the ninety (90) day warranty period.** If the manufacturer's standard warranty for the equipment exceeds three (3) months, then this longer period of warranty shall be provided at no cost to the City. 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 2.8.3 below, during the warranty Contractor shall, without cost or expense to the City, repair or replace equipment to maintain the same in good working order in accordance with the manufacturer's technical specifications and Contractor's representations. During the warranty period, Contractor will be required to perform all of the maintenance obligations set forth above in Paragraph 2.4 through 2.4.1.18 of this Invitation and Bid without cost or expense to the City. If, after repeated efforts, Contractor is unable to get the equipment or replacement equipment to perform as warranted, the City may, at its option, declare Contractor in default and the City shall have all rights afforded to it as are applicable on default hereunder.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 26 73
		FIRM NAME (Must be filled in)	

2.8.2 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.

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

- (i) City's failure to follow Contractor's furnished operation or maintenance instructions or the Contractor supplied manual;
- (ii) Non-contractor's repair, modification or movement of the equipment;
- (iii) accessories, alterations, or attachment of products neither manufactured nor supplied by Contractor;
- (iv) events beyond the control and without the fault or negligence of Contractor;
- (v) equipment which the vendor has informed the City will not meet the standard of performance;
- (vi) those items excluded from maintenance coverage as described in Paragraph 2.4.1.17 above.

2.8.4 Except as provided in this paragraph and Paragraph 2.8 through 2.8.2 of this Invitation and Bid, and except for the implied warranty of merchantability, there are no other warranties expressed or implied.

2.9 Conditions Affecting the Lease Purchase/Mandatory City Requirements

2.9.1 Any award made as a result of this Invitation and Bid is subject to the appropriation of funds in any subsequent fiscal year by City Council. Failure of City Council to appropriate such funds will result in the cancellation of the lease purchase on the equipment affected, as of the last day of the fiscal year for which funds were appropriated. There shall be no penalties assessed to the City for such action and the City will return the equipment to the vendor.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 27 73
		FIRM NAME (Must be filled in)	

2.9.1.1 If the lease/lease purchase is terminated due to non-appropriation of funds, the City agrees it will not lease or purchase other property performing a function similar to the equipment in this bid for the balance of the fiscal year.

2.9.2 The City has the absolute right to buy the equipment outright, at any time during the lease period, with no penalty to the City. The City shall, in the event of such buy-out, pay to the vendor any remaining principal balance, exclusive of interest charges.

2.9.3 **TITLE TO EQUIPMENT**

2.9.3.1 **For Lease with Purchase Option of Equipment**
Title in or to the equipment shall not pass to the City but shall remain in the contractor's possession. The equipment shall remain personal property and shall not become a fixture or affixed to real property. The City will keep the equipment free and clear of all encumbrances except the contractor's security interest.

2.9.3.2 **For Purchase and Lease/Purchase of 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. If the City completes the lease payment schedule, it shall have purchased the equipment outright from the vendor.

2.10 **MACHINES/SPECIFIC REQUIREMENTS**

2.10.1 Guaranteed monthly Volume (GMV)
Below is listed, for each volume band, a guaranteed monthly volume. This volume in no way refers to a guarantee by the City of a monthly volume to be achieved. The City does not guarantee any minimum for either machine placement or copies to be used. This number indicates the number of copies which can be reliably produced each month by the bid machine without excessive downtime. This is not meant to denote the maximum number of copies that can be made by that particular machine. This GMV shall remain in effect as long as machine maintenance is performed by the original dealer or manufacturer.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 28 73
		FIRM NAME (Must be filled in)	

2.10.2 Guaranteed Performance Period (GPP).

The GPP listed below is defined as the length of time photocopier is expected to regularly produce the GMV of copies, stated in each item, without excessive (downtime) malfunctions, breakdowns or service calls. Excessive downtime is defined as downtime in excess of 5% of useable machine time per month, during vendor scheduled preventive maintenance calls. Usable machine time is defined as twenty (20), eight (8) hour work days per month.

2.10.3 Volume Band I - 5000 copies/month/5000 GMV/36 Month GPP/Digital (Scan one-time prints many with networkable capability to City PC's if required by the City).

2.10.3.1 Required features - basic machine

One tray, (minimum 250 sheets/tray that can be adjusted for 8 1/2" x 11" and 8 1/2" x 14" copy sizes); speed 15 cpm minimum.

2.10.3.2 Options-(Required Bid Items)

2.10.3.2.1 Reduction/Enlargement

2.10.3.2.2 ADF

From 07/01/2012 through 06/30/2014, the City placed 10 purchase Copiers in this Volume Band.

2.10.4 Volume Band II - 5001 - 15,000 copies/month/15,000 GMV/36 Month GPP/Digital (Scan one-time prints many with networkable capability to City PC's if required by the City).

2.10.4.1 Required features - basic machine

2 trays (minimum 250 sheets/tray), speed 20 cpm minimum (can be one tray, adjustable to accommodate 8 1/2" x 11" and 8 1/2" x 14" copy sizes that holds 500 sheets minimum).

2.10.4.2 Options - (Required Bid Items)

2.10.4.2.1 ADF

2.10.4.2.2 reduction/enlargement

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 29 73
		FIRM NAME (Must be filled in)	

2.10.4.2.3 sorter or offset stacker

2.10.4.2.4 11" x 17" copy and original size

2.10.4.2.5 Auditron or Internal Tracking Device

From 07/01/2012 through 06/30/2014, the City placed 13 Copiers in this Volume Band.

2.10.5 Volume Band III - 15,001 - 25,000 copies/month/25,000 GMV, 36 month GPP/Digital (Scan one-time prints many with networkable capability to City's PC's if required by the City).

2.10.5.1 Required features - basic machine

2 trays (minimum 250 sheets/tray), reduction enlargement, 25 cpm minimum; can have one tray, adjustable to accommodate 8 1/2" x 11", and 11" x 17" copy sizes and holds 500 sheets minimum. Hard drive must include Image (data) overwrite- (standard single pass overwrite of hard disk drive which can be invoked by the City via a standard administrative device menu).

2.10.5.2 Options - (Required Bid Items)

2.10.5.2.1 Sorter or offset stacker

2.10.5.2.2 ADF

2.10.5.2.3 Auditron or Internal Tracking Device

2.10.5.2.4 Duplexing (2:2)(1:2)(2:1)

From 07/01/2012 through 06/30/2014, the City placed 33 Copiers in this Volume Band.

2.10.6 Volume Band IV - 25,0001 40,000 copies/month/40,000 GMV, 60 month GPP/Digital (Scan one-time prints many with networkable capability to City's PC's if required by the City).

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 30 73
		FIRM NAME (Must be filled in)	

2.10.6.1 Required features - basic machine; minimum 2 trays totalling 750 sheets minimum that can handle 8 1/2" x 11" and 11" x 17" copy sizes, reduction, enlargement, ADF, 35 cpm minimum. Hard drive must include Image (data) overwrite-(standard single pass overwrite of hard disk drive which can be invoked by the City via a standard administrative device menu).

2.10.6.2 Options (required bid items)

2.10.6.2.1 sorter or offset stacker

2.10.6.2.2 duplexing (2:2)(1:2)(2:1)

2.10.6.2.3 Auditron or Internal Tracking Device

From 07/01/2012 through 06/30/2014 the City placed 28 Copiers in this Volume Band.

2.10.7 Volume Band V - 40,001 - 60,000 copies/month/60,000 GMV, 60 month GPP/Digital (Scan one-time prints many with networkable capability to City's PC's if required by the City).

2.10.7.1 Required features - basic machine;

minimum 2 trays totaling 1000 sheets that can handle 8 1/2" x 11" and 11" x 17" copy sizes, ADF, reduction, enlargement, 45 cpm minimum. Hard drive must include Image (data) overwrite-(standard single pass overwrite of hard disk drive which can be invoked by the City via a standard administrative device menu).

2.10.7.2 Options (Required bid items)

2.10.7.2.1 Sorter or offset stacker

2.10.7.2.2 Auditron or Internal Tracking Device

2.10.7.2.3 Duplexing (2:2)(1:2)(2:1)

From 07/01/2012 through 06/30/2014, the City placed 5 Copiers in this Volume Band.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 31 73
		FIRM NAME (Must be filled in)	

2.10.8 Volume Band VI - 60,001 - 85,000 copies/month/85,000 GMV, 60 month GPP/Digital (Scan one-time prints many with networkable capability to City's PC's if required by the City).

2.10.8.1 Required features - basic machine;

minimum 4 trays totaling 4000 sheets that can handle 8 1/2" x 11" and 11" x 17" copy sizes, ADF, reduction/enlargement, 50 cpm minimum. Hard drive must include Image (data) overwrite-(standard single pass overwrite of hard disk drive which can be invoked by the City via a standard administrative device menu).

2.10.8.2 Options (required bid items)

2.10.8.2.1 Stacker/Stapler Finisher (50 sheet minimum stapling capacity)

2.10.8.2.2 Duplexing (2:2)(1:2)(2:1)

2.10.8.2.3 Auditron or Internal Tracking Device

From 07/01/2012 through 06/30/2014, the City placed 5 Copiers in this Volume Band.

2.10.9 Volume Band VII - 85,001-110,000 copies/month/110,000 GMV, 60 month GPP/Digital (Scan one-time prints many with networkable capability to City's PC's if required by the City).

2.10.9.1 Required features - basic machine

minimum 4 trays totaling 4000 sheets that can handle 8 1/2" x 11" and 11" x 17" copy sizes, ADF, reduction, 60 cpm minimum. Hard drive must include Image (data) overwrite-(standard single pass overwrite of hard disk drive which can be invoked by the City via a standard administrative device menu).

2.10.9.2 Options (Required bid items)

2.10.9.2.1 Stacker/Stapler Finisher (50 sheet minimum stapling capacity)

2.10.9.2.2 Duplexing (2:2)(1:2)(2:1)

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 32 73
		FIRM NAME (Must be filled in)	

2.10.9.2.3 Auditron or Internal Tracking Device

From 07/01/2012 through 06/30/2014, the City placed 19 Copiers in this Volume Band.

2.10.10 Volume Band VIII – 110,001 – 200,000 copies/month/200,000 GMV/60 Month GPP/Digital (Scan one-time prints many with networkable capability to City's PC's if required by the City).

2.10.10.1 Required features - basic machine

minimum 4 trays totaling 4000 sheets (or any combination) that can handle 8-1/2" x 11 and 11" x 17" copy sizes, ADF, reduction, 70 cpm minimum. Hard drive must include Image (data) overwrite-(standard single pass overwrite of hard disk drive which can be invoked by the City via a standard administrative device menu).

2.10.10.2 Options - (Required Bid Items)

- 2.10.10.2.1 Stacker/Stapler finisher (50 sheet minimum stapling capacity)
- 2.10.10.2.2 Duplexing (2:2) (1:2) (2:1)
- 2.10.10.2.3 Auditron or Internal Tracking Device
- 2.10.10.2.4 Booklet making capability

From 07/01/12 through 06/30/2014, the City placed 42 copiers in this volume band.

2.11 In "Pricing," Section 5, bidders shall submit pricing as follows:

2.11.1 Fixed prices for the base purchase costs of all copiers, copier options, maintenance and supplies, prices to remain firm for the first year of the contract.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 33 73
		FIRM NAME (Must be filled in)	

Note to Bidder: For supplies, bidders must agree to charge the City at their current GSA rates, if available. If these rates are not available, the bidder must state the name of the price list upon which supply pricing will be based and the applicable discount to or mark-up from that list which will apply to supplies furnished to the City.

2.11.2 A fixed pricing system to be used to compute:

- (i) the interest rate to be applied to the base price of the copiers if a lease or lease purchase option is chosen by the City, and;
- (ii) the cost of all copiers, maintenance and supplies after the first year of the contract.

2.11.2.1 Under the fixed pricing system, the interest rate shall be expressed as a specific percentage change, to be quoted by the bidder, to the average commercial prime rate as shown in the WALL STREET JOURNAL. For the purposes of evaluation of this bid only, bidders shall use the average commercial prime rate shown in the WALL STREET JOURNAL on, **March 16, 2015** to compute their interest rate and to complete the amortization schedule required. The actual average commercial prime rate in effect on the day that the City places its orders to the vendor, however, will govern the final amortization schedule to be forwarded by the vendor. These final schedules will express the actual monthly payments for a lease purchase.

2.11.3 Fixed Prices

Bidders must state fixed prices for all copiers and all copier options listed in Section 5. Prices to remain fixed for the first year of the contract. Bidders shall also state, in the appropriate space provided in Section 5, the manufacturer and model # for each copier based on which bidder is placing a bid. It is not necessary that bidder bid all volume bands. For example, a bidder may bid Volume Band II and IV, but not bid Bands I, III, and V.

2.11.4 Fixed Pricing System

Bidder will state, in Section 5, Item 5.9.1, the name of the price list (Reference List) upon which equipment, supplies and maintenance prices will be based and their % change (+ or -) from that list that will apply to the City.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 34 73
		FIRM NAME (Must be filled in)	

2.11.5 Amortization Schedule

2.11.5.1 Utilizing the base fixed prices quoted in 5.1 through 5.8 and the percentage change from the prime rate bid in 5.9.2 based on the commercial prime rate stated in the WALL STREET JOURNAL on, **March 16, 2015**, bidders are to complete amortization schedules as follows:

- (i) Fill in Amortization Schedule marked "Exhibit A" for all equipment (to include all required options) for which lease purchase prices are requested (see "Basis of Award," paragraph 3.2.4).
- (ii) As stated above, the actual commercial prime rate in effect on the days that the orders are placed (by the City shall be the prime rate affecting the actual sale of the items. At the time of deliveries, vendors will furnish new amortization schedules based on the prime rate in effect on the day of the order to the Procurement Department which will become part of the contract.
- (iii) The "Amount to be Financed" on the attached Amortization Schedule (Exhibit A) shall be the sole figure used in applying interest when computing the lease bidder places a bid.

SECTION 3: BID EVALUATION AND AWARD

3.1 **EVALUATION:**

- 3.1.1 Bids will be evaluated by the Procurement Department.
- 3.1.2 Bids will be evaluated for responsiveness to the bid specifications and for responsibility of the bidders.
- 3.1.3 Bid may be disqualified if they are deemed to be non-responsive without notice. Any and all decisions regarding responsiveness are final and are not appealable. A bid may be deemed non-responsive for any of the following:

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 35 73
		FIRM NAME (Must be filled in)	

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

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

3.2 AWARD:

3.2.1 The Procurement Commissioner reserves the right to award this bid as a whole or in part, whichever he/she deems to be in the best interest of the City and to waive minor information in a bid; or to reject all bids.

3.2.2 The City will award to one vendor and one model per volume band although one vendor may be awarded more.

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

3.2.4 BASIS OF AWARD

All copiers to be considered to have all of the optional items. In determining the basis of award for each volume band, the buyer will use the base price for the first year of the contract and then the quoted interest rate based on the percentage change from the referenced price list (see para. 5.9.2) to determine the pricing for the subsequent years of the below stated length of the rental, lease or lease/purchase.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 36 73
		FIRM NAME (Must be filled in)	

DIGITAL COPIERS

VOLUME BAND I – Thirty-six (36) month lease with purchase option (upon completion of 36 month lease) plus full service maintenance after expiration of warranty through the end of the lease with purchase option at GMV of 5,000 copies/month, plus all supplies required (exclusive of paper/staples) to produce the GMV of 5,000 copies/month for 35 months (i.e-175,000 copies) plus the cost to de-install and re-install the copier at another City facility/location.

VOLUME BAND II - Thirty-six (36) month lease with purchase option (upon completion of 36 month lease), plus full service maintenance after the expiration of the warranty, through the end of the lease with purchase option at the GMV of 15,000/month, plus all supplies required (exclusive of paper/ staples) to produce the GMV of 15,000 copies/month for 35 months (i.e. -525,000 copies) plus the cost to de-install and re-install the copier at another City facility/location.

VOLUME BAND III - Thirty-six (36) month lease with purchase option (upon completion of 36 month lease) plus full service maintenance after expiration of warranty through end of lease with purchase option at GMV of 25,000 copies/month plus all supplies required (exclusive of paper/ staples) to produce the GMV of 25,000 copies/month for 35 months (i.e. - 875,000 copies) plus the cost to de-install and re-install copier at another City facility/location.

VOLUME BAND IV - Thirty-six (36) month lease with purchase option (upon completion of 36 month lease) plus full service maintenance after expiration of warranty through end of lease with purchase option at GMV of 40,000 copies/month plus all supplies required (exclusive of paper/staples) to produce the GMV/month of 40,000 copies/month for 35 months (1,400,000 copies) plus the cost to de-install and re-install copier at another City facility/location.

VOLUME BAND V - Thirty-six (36) month lease purchase plus full service maintenance after expiration of warranty through end of lease purchase at GMV of 60,000 copies/month plus all supplies required (exclusive of paper/staples) to produce the GMV/month of 60,000 copies/month for 35 months (i.e. - 2,100,000 copies) plus the cost to de-install and re-install copier at another City facility/location.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 37 73
		FIRM NAME (Must be filled in)	

VOLUME BAND VI - Thirty-six (36) month lease purchase plus full service maintenance after expiration of warranty through end of lease purchase at GMV of 85,000 copies/month plus all supplies required (exclusive of paper/staples) to produce the GMV/month of 85,000 copies/month for 35 months (i.e. - 2,975,000 copies) plus the cost to de-install and re-install copier at another City facility/location.

VOLUME BAND VII - Thirty-six (36) month lease purchase plus full service maintenance after expiration of warranty through end of lease purchase at GMV of 110,000 copies/month plus all supplies required (exclusive of paper/staples) to produce the GMV/month of 110,000 copies/month for 35 months (i.e. - 3,850,000 copies) plus the cost to de-install and re-install copier at another City facility/location.

VOLUME BAND VIII - Thirty-six (36) month lease purchase plus full service maintenance after expiration of warranty through end of lease purchase period at GMV of 200,000 copies/month plus all supplies required (exclusive of paper/staples) to produce the GMV/month of 200,000 copies/month for 35 months (i.e. 7,000,000 copies) plus the cost to de-install and re-install copier at another City facility/location.

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

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

3.2.6 **PERFORMANCE BOND**

In this bid, Performance Security in the amount of \$25.00 is required as outlined in paragraph 13 of “SS&E Terms and Conditions of Bidding and Contract”.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 38 73
		FIRM NAME (Must be filled in)	

Please note however, that all awards as a result of this bid will have a minimum contract amount of \$32,000.01.

Any applicable, performance security shall be required for any subsequent renewal periods.

3.2.7

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

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

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

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

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

- (i) the current percentage of female executive officers in the company and the current percentage of females on the company's executive and full boards;
- (ii) the company's aspirational goals for the inclusion of females in executive positions and on the executive and full boards; and
- (iii) the intended efforts by the contractor to achieve the aspirational goals.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 39 73
		FIRM NAME (Must be filled in)	

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

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

3.2.8 INSURANCE:

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

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

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

3.2.9

Upon request of the buyer, apparent low bidder must submit the manufacturers' list price book in Adobe Acrobat PDF file or CD ROM to the buyer and to the addresses listed below. Bidder must indicate the company name and bid number on the price list. List must be submitted within seven (7) calendar days from the issuance date of the request by the buyer. Failure to submit the list within that time frame will render bidder ineligible for award.

For all invoices submitted, successful bidder must agree that pricing can be verified in the price list(s) submitted. If, during the term of the contract, a using agency orders an item(s) that cannot be found on the manufacturer's price list, successful bidder must, at the time of the order placement:

- notify the using agency that the item cannot be found on the price list; and
- provide to the using agency and the Procurement Department written proof from the manufacturer of the list price of the item(s).

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 40 73
		FIRM NAME (Must be filled in)	

Successful bidder must submit copies of all amendments, updates, etc. to the submitted price list(s) to the following:

- If sending amendment, updates, etc in Adobe Acrobat PDF file, email to:
- If sending a CD ROM, mail to:
Procurement Department, Price Desk
Municipal Services Building, Room 150, 1401 J.F.K. Blvd
Phila., PA 19102
Attn: Price Desk

All amendments, updates, etc. must reference the appropriate bid number and contract number.

Additional Addresses for Manufacturer's List Prices:

(to be in the either Adobe Acrobat PDF file or CD ROM)

Office of the Director of Finance

Bureau of Accounts
Municipal Services Building, 13th floor, 1401 J.F.K. Blvd
Phila., PA 19102
Attn: Manager, Financial Verification & Accounting Section

City Controller

Municipal Services Building, 13th floor, 1401 J.F.K. Blvd
Phila., PA 19102
Attn: Examination Supervisor

To any Using Agency from whom successful bidder receives a purchase order.

SECTION 4: CONTRACT MANAGEMENT

4.1 CITY OF PHILADELPHIA RESPONSIBILITY:

- 4.1.1 City agencies will be notified by Procurement of award(s) and will be provided with vendor, vendor contact and applicable pricing.
- 4.1.2 Under the terms of the contract(s) resulting from this Invitation and Bid, City agencies will be required to keep records covering response time of vendor and machine down time. These records, along with contractor's records, will be used to determine vendor's compliance with the maintenance provisions of this bid and may be used in any default action which may occur.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 41 73
		FIRM NAME (Must be filled in)	

All problems regarding vendor's performance, etc. must be put in writing and submitted to the Buyer, Procurement Department. Agencies must also be responsible for taking monthly meter readings and reporting them to the contractor.

4.1.3 **EQUIPMENT SELECTION**

The Department of Records shall evaluate the needs of the using agency and determine the proper volume band and features required. Special needs not covered by the awards for any bands may be bid in the open market.

4.1.4 The requesting department shall incorporate the information received from Procurement and the Department of Records into a requisition and forward it through the appropriate review and budget channels to the Procurement Department.

4.1.5 The Procurement Department shall then apply the requisition against the contract and issue a purchase order.

4.1.6 **PRICES PAID**

Prices bid will be firm for a one (1) year period. The City will honor invoices which reflect the prices accepted at the time of the award. If, after the first year of the contract, there is an increase or decrease in prices, the vendor will be required to provide the new prices. Notice of such change must be made to the City thirty (30) days prior to the effective date.

Increases will not be accepted if the new prices are not part of a national price change policy of the company. The vendor will provide copies of the price lists on each occasion of a change to the addresses shown in Section 3.

4.1.7 **ADD-ONS:**

4.1.7.1 The City reserves the right to add, delete or change locations or copier services; or to acquire other types and models of copiers 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:

4.1.7.2 Procurement will obtain from the vendor a letter (on vendor's letterhead) of verification itemizing the copiers to be added. The letter shall include the bid number, bid schedule number, contract period and applicable pricing and upon receipt by the City shall be made a part of the basic contract.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 42 73
		FIRM NAME (Must be filled in)	

4.1.8 **TRADE-INS**

Trade-ins will be accepted on City owned equipment only. Trade-in proposals will be considered on a case by case basis and will not be considered a part of the bid evaluation.

4.1.9 **TRANSFERS**

4.1.9.1 The City shall have the right to transfer equipment from one department to the other in whole or in part.

4.1.9.2 If the transfer is to take place in whole, then:

- (i) The losing and gaining departments must jointly submit a justification request to Records detailing the proposed changes.
- (ii) Once approved by Records, the losing department shall notify the vendor of the items to be transferred, the new location, the gaining department, and the transfer date.
- (iii) The vendor shall acknowledge the request for the transfer and provide a fixed price estimate to the gaining department for the movement of the equipment and a cost total covering any remaining lease or lease purchase payments for the remaining portion of the fiscal year.
- (iv) The gaining department will forward requisitions along with the Records approval and vendor estimate to Procurement to pay for any remaining payments, moving costs, and educational/training costs involved.
- (v) Upon receipt of the purchase order covering the gaining department, the movement may be initiated.

4.1.9.3 If transfer is to take place in part, then:

- (i) The losing and gaining departments must jointly submit a justification request to Records detailing the proposed changes.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 43 73
		FIRM NAME (Must be filled in)	

- (ii) Once approved by Records, the losing department shall notify the vendor of the items to be transferred, the new location, the gaining department, and the transfer date.
 - (iii) The vendor shall acknowledge the request for transfer and provide a fixed price estimate to the gaining department for the movement and new signed amortization schedules for the gaining and losing departments differentiating the transferred versus the remaining equipment.
 - (iv) The gaining departments will initiate requisitions to Procurement, along with copies of the Records approvals and new amortization schedules to cover the costs of any remaining monthly payments as well as the moving costs.
 - (v) The losing department will submit a requisition or device of change request (as applicable) along with copies of the Records approvals and new amortization schedules to Procurement.
 - (vi) Procurement will apply the requisitions against the vendor's contract, issue purchase orders (or advice of change) and automatically incorporate the amortization schedules into the contract.
 - (vii) Only upon receipt to both purchase order (or advice of change) may the vendor initiate the transfer process.
- 4.1.9.4 Departments must provide vendors with minimum of 120 days written notice of any transfer to take place.
- 4.1.9.5 In completing the new amortization schedules for any complete or partial transfer, vendors must maintain the unit price and interest rate originally provided to the losing department.
- 4.1.9.6 **RETURN OF EQUIPMENT**
At the expiration of a Lease, in which the purchase option has not been exercised by the City, vendor shall remove the equipment at no additional charge to the City.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 44 73
		FIRM NAME (Must be filled in)	

4.2 **VENDOR RESPONSIBILITY:**

- 4.2.1 Contractor may deliver equipment, supplies and/or perform service only after receipt of a purchase order or other authorizing document from the Procurement Department. All orders must be in writing. Contractor shall not accept verbal delivery and/or service requests until after receipt of purchase order or other authorizing document from Procurement.
- 4.2.2 Contractor may deliver equipment and/or perform only services that have been incorporated into the contract at the prices quoted and are reflected on a purchase order or 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 equipment, supplies, and/or services up to the limit of the purchase order for the period covered in the purchase order. Contractors are required to carefully monitor obligations against purchase orders and inform the departments of anticipated funding shortfalls.
- 4.2.4 In the event that the contractor receives an order for equipment, supplies and/or services 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 and/or perform.
- 4.2.5 Should delivery of equipment, supplies and/or services be performed that are not specifically incorporated and priced into the contract, and/or be delivered or performed without purchase order, the City shall have no obligation for payment.
- 4.2.6 **CREDIT FOR SPOILED/UNUSABLE COPIES:**

Full credit must be given for all spoiled/unusable copies.

Unacceptable copies will be deducted from the actual monthly copy count for payment. This excludes copy defects caused by operator error (e.g., insufficient toner, incorrect paper selection, etc.). All copies produced in the course of maintenance and/or repair work shall be considered unusable copies and deducted from the monthly copy count for payment by the vendor.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 45 73
		FIRM NAME (Must be filled in)	

4.2.7 **REQUIRED REPORTS FROM SUCCESSFUL BIDDERS**

4.2.7.1 The Records Department may require the following report to be generated by each successful bidder on each machine placed with the City and after any change in equipment occurs. Also, yearly reports may be required on the average monthly volume of each copier placed in the City by the vendor. Failure to furnish such reports, upon request of the Records Department may be cause for vendor's being declared in default of the contract.

4.2.7.2 Information to be furnished on each copier:

- * Make & model
- * Serial number
- * Purchase order number
- * Type of financial arrangement (Purchase , Lease, Lease-purchase, etc. & length-in months-of terms)
- * Extra-cost features (such as sorter, automatic feeder, etc.)
- * Location - building, address, room number
- * Average monthly cost/purchase/service including metering/supply costs-all separate.
- * (Cost should include all purchase, lease/purchase, metering, service and supply costs for copier and extra-cost features, excluding paper/staples, and should be broken down into calculable components).
- * Information as requested as to copier placement information as follows:
- * Did this machine replace another model within the reporting period?
- * If so, serial number of previous model.
- * What become of previous model?

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 46 73
		FIRM NAME (Must be filled in)	

* Was the copier moved during the reporting period?

* If so, what was its previous location?

4.2.7.3 Information to be submitted in written format.

4.2.7.4 **BIDDERS NOTE: Above information is to furnished to Records Management Analyst, Room 171 City Hall, Attention: Joseph Doyle**

4.3 INVOICES AND PAYMENTS

4.3.1 Individual invoices submitted to the using agencies will be processed for payment by Finance as follows:

4.3.1.1 Purchase - Invoices for purchase of equipment shall be submitted to the using agency after acceptance of equipment by the City. Invoices shall as minimum provide:

- (i) type and description of equipment or product;
- (ii) serial or other identification number;
- (iii) cost for each item;
- (iv) Actual copy charges over the stated minimum
- (v) City purchase order and contract number.

Finance shall process the invoices after acceptance of equipment by the City and submittal of invoices to Finance from the using agency.

4.3.1.2 Lease purchase and lease

Contractor shall render invoices (3 copies) to City monthly or quarterly in arrears for lease/purchase and monthly maintenance and actual copy usage payments. No lease/purchase charges shall accrue until after acceptance of the equipment by the City. City will provide evidence of its acceptance of equipment by written notice to Contractor. Invoices shall as a minimum provide:

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 47 73
		FIRM NAME (Must be filled in)	

- (i) type and description of equipment or product;
- (ii) serial or other identification number;
- (iii) prompt payment discount, if applicable;
- (iv) Actual copy charges over the stated minimum
- (v) City purchase order and contract number.

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

- (i) it has every intent to do or cause to be done all things necessary to preserve this Agreement and all related documents (if any) in full force and effect; and
- (ii) it has sufficient appropriations or other funds available to pay all amounts due during the current fiscal period.

4.3.1.4 Authority and Authorization - City represents, covenants and warrants that:

- (i) City is full constituted political subdivision of the Commonwealth of Pennsylvania;
- (ii) the execution, delivery and performance by City of this Agreement has been duly authorized by all necessary action on the part of the City;
- (iii) this Agreement constitutes a legal, valid and binding agreement of City enforceable in accordance with its terms;
- (iv) no further approval, consent or withholding of objections is required from any governmental authority with respect to this;

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 48 73
		FIRM NAME (Must be filled in)	

- (v) the entering into and performance of this Agreement is not contrary to and does not violate any judgment, order, law or regulation or constitute a default by City under any other agreement or instrument;
- (vi) with respect to this Agreement, City has complied with all procurement and other legal requirements.

4.3.1.5 Termination Due to Non-Appropriation

4.3.1.5.1 In the event sufficient funds are not appropriated in any future fiscal period of City for Lease/Purchase, maintenance and copy usage payments due under this Agreement, City shall promptly notify contractor of such occurrence and this shall, in accordance with the provisions of sub-paragraph 4.3.5 below, terminate as of the last day of the fiscal period for which an appropriation was received, without penalty or expense to City of any kind whatsoever, except as to the portions of payments herein agreed upon for which funds shall have been appropriated.

4.3.1.5.2 In the event of such termination, City shall peaceably surrender possession of the equipment 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;

- (i) it will cancel this Agreement under the provisions of this sub-paragraph 4.3.5 below if any funds are appropriate 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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 49 73
		FIRM NAME (Must be filled in)	

- (ii) that the Ordering Department will not give priority in the application of funds to any other functionally similar equipment or services. Neither this sub-paragraph 4.3.5 below will be construed so as to permit City to terminate this Agreement 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.

- 4.3.1.6 Security Interest - City grants to Contractor, a purchase money security interest until City's payment of the last monthly lease/purchase payment. City agrees to execute and deliver, so that the Contractor may file or record, any documents reasonable requested by Contractor for the purpose of protecting and/or perfecting said security interest. In the event this Agreement terminates as a result of non-appropriation of funds as specified in sub-paragraph 4.3.5 below, the equipment (including title to the equipment) will pass from City to Contractor.
- 4.3.1.7 Purchase Option - Upon thirty (30) days prior written notice from City to Contractor, and provided there is no Event of Default (as defined below in sub-paragraph 4.3.1.9) 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/purchase payment schedule with respect to any or all items of equipment by paying Contractors 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.
- 4.3.1.8 Contractor's Right of Assignment
- 4.3.1.8.1 Upon approval by the City, pursuant to Paragraph 4.3.5 of this Agreement, Contractor shall have the right to assign the following rights and interests to its assignee (herein after referred to as "Approved Assignee").

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 50 73
		FIRM NAME (Must be filled in)	

- (i) all of City's lease/purchase payments due and to become due under this Agreement;
- (ii) all of Contractor's right, title and interest in and to become due under this Agreement;
- (iii) all of Contractor's rights and remedies under this Agreement, including the right to take all legal, equitable and other action necessary to enforce City's obligation.

4.3.1.8.2 It is expressly understood and agreed that the Approved Assignee shall not assume, nor will be liable for the performance of any of the obligations or liabilities of Contractor under the Agreement; 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 payments under this Agreement and that the Approved Assignee shall only be entitled to payments which are actually due or become due under the Terms and Conditions of this Agreement.

4.3.1.8.3 After approval by the City of proposed assignment, Contractor shall specify in writing the location to which the lease/purchase payments due and to become due under the Agreement shall be forwarded; all lease/purchase payment 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, Section 103 (i), and the regulations promulgated hereunder.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 51 73
		FIRM NAME (Must be filled in)	

4.3.1.9 Default by City

4.3.1.9.1 The term "Event of Default", as used herein, means the occurrence of any one of more of the following events:

- (i) City fails to make any 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);
- (ii) City fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it in connection with any lease/purchase arrangements entered into hereunder and such failure continues for thirty (30) days after written notice thereof by Contractor; or

4.3.1.9.2 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:

- (i) 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 or Contractor, at its option, may enter upon the premises where the equipment is located and take immediate possession of and remove the same;

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 52 73
		FIRM NAME (Must be filled in)	

- (ii) Sell or lease the equipment or sublease it for the account of City, holding City liable for all lease/purchase payments due to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, lessee or sub-lessee pursuant to such sale, paid by the purchaser, lease or sublease, pursuant to such sale, lessee or sub lessee; and the amounts payable by City hereunder; and
- (iii) Exercise any other right, remedy or privilege which may be available to it under applicable laws of the Commonwealth of Pennsylvania.

4.3.1.10 Representations Regarding Government Use:

- 4.3.1.10.1 (i) If vendor is utilizing tax exempt funds to finance the lease/purchase, City represent, covenants, and warrants as follows:
 - (ii) 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;
 - (iii) 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.
 - (iv) 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;

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 53 73
		FIRM NAME (Must be filled in)	

(v) 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;

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

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

4.3.1.10.3 Monthly Rental

(1) Payment for monthly rental if less than one month's duration shall be prepared 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) monthly or quarterly for monthly rental; if quarterly invoices are submitted it shall be submitted in the month following the third 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 I identification number;
- (c) monthly charge for each time;
- (d) total charges;

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 54 73
		FIRM NAME (Must be filled in)	

- (e) prompt payment discount, if applicable;
- (f) City purchase order and contract numbers.

4.3.1.10.4 Maintenance

- (1) Payment for maintenance services less than one month's duration shall be prorated at 1/30 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) monthly or quarterly for monthly rental; if quarterly invoices are submitted it shall be submitted in the month following the third month which the charges accrue. Monthly charges shall not accrue until after acceptance of the equipment and/or software by the City. Invoice shall be a minimum provided:
 - (a) type and description of equipment or product;
 - (b) serial or other identification number;
 - (c) monthly charge for each time;
 - (d) total charges;
 - (e) prompt payment discount, if applicable;
 - (f) City purchase order and contract Numbers
- (3) In case of extra maintenance 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:

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 55 73
		FIRM NAME (Must be filled in)	

- (a) number of hours extra maintenance
- (b) extra maintenance rate applied; and
- (c) total extra maintenance charges for the month.

(4) Extra maintenance charges shall be computed in fifteen (15) minute or less increments. A copy of the applicable malfunction incident report(s) shall accompany this invoice.

- 4.3.2 Processing of Payments - All payment will be processed and paid in accordance with the City's standard payment procedures and payment cycle (i.e. normally within 30-45 calendar days following receipt of proper invoices). Any credit due hereunder may be applied against contractor invoices with appropriate information attached.
- 4.3.3 In accordance with paragraph 2.4.1.12 (i) and (ii), in the event that a machine is inoperative, due to machine failure, through no fault or negligence of the City, and the total number of hours down time exceeds ten percent (10%) of the total productive use time for two (2) consecutive months, the City reserves the right to require the contractor to replace the machine or terminate the order with **no termination or removal charges**. The purchase option credits for the replacement machine shall not be less than the credits accrued from the date of installation of the original machine, regardless of whether replacement is made at the request of the City or for the convenience of the contractor.
- 4.3.4 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 councilmatic 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; this Agreement 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.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 56 73
		FIRM NAME (Must be filled in)	

4.3.5 Non-Assignment- Neither party to this Agreement shall assign or otherwise transfer its rights, duties and/or obligations under this Agreement, except with the prior written consent of the other party hereto; any assignment or transfer (including, but not limited to, subcontract) 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 this Agreement. Contractor accepts full responsibility for and guarantees the performance of any and all assignees and transferees (including subcontractors) of Contractor.

4.4 MINIMUM WAGE & BENEFITS AND PREVAILING WAGE.

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

4.5 **Vendor acceptance - In submitting an executed bid, the bidders agree to the Contract Management procedures outlined in this section.**

SECTION 5: PRICING

VENDORS SHALL FILL OUT LEASE PURCHASE PAYMENT SCHEDULE "EXHIBIT A" AND RETURN WITH THE BID. FAILURE TO FILL OUT "EXHIBIT A" AND SUBMIT WITH BID MAY BE CAUSE FOR REJECTION. SUBSTITUTION OF ANY OTHER DOCUMENT FOR "EXHIBIT A" MAY BE CAUSE FOR REJECTION.

VENDORS WHO ARE NOT ORIGINAL EQUIPMENT MANUFACTURERS MUST SUBMIT A LETTER OF AUTHORIZATION (EXHIBIT "B") FOR EACH VOLUME BAND THEY INTEND TO BID ON.

5.1 **VOLUME BAND I - 5000 GMV/36 MONTH GPP/FIXED PRICING**

STATE MANUFACTURER AND MODEL OFFERED: _____

STATE VOLUME CAPACITY PER MONTH: _____

STATE WARRANTY OFFERED: _____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 58 73
		FIRM NAME (Must be filled in)	

<u>ITEM</u>	<u>REF#</u>	<u>UNIT</u>	<u>#/CTN</u>	<u>YIELD/ UNIT</u>	<u>COST/ UNIT</u>	<u>COST/ COP</u>
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5.1.4.4 OTHER	_____	_____	_____	_____	_____	_____
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5.1.5	26014 017 000 PER CALL MAINTENANCE CHARGE		1/4 hr		\$ _____	
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5.1.6	26014 017 900 CHARGE TO DE-INSTALL COPIER AND RE-INSTALL AT ANOTHER CITY FACILITY LOT				\$ _____	
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5.2 **VOLUME BAND II - 15,000 GMV/36 MONTH GPP/FIXED PRICING**

STATE MANUFACTURER AND MODEL OFFERED: _____

STATE VOLUME CAPACITY PER MONTH: _____

STATE WARRANTY OFFERED: _____

5.2.1	42041 008 026 Purchase Price, Basic Machine (See Para. 2.10.4.1)				\$ _____	
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Purchase Price, Options

(i)	42041 008 026 00 ADF				\$ _____	
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(ii)	42041 008 026 02 Reduction/Enlargement				\$ _____	
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(iii)	42041 008 026 01 Sorter or offset stacker				\$ _____	
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(iv)	42041 008 026 03 11" x 17" Copy size				\$ _____	
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INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 59 73
		FIRM NAME (Must be filled in)	

	<u>ITEM</u>	<u>REF#</u>	<u>UNIT</u>	<u>#/CTN</u>	<u>YIELD/ UNIT</u>	<u>COST/ UNIT</u>	<u>COST/ COP</u>	
		42041 008 026 04						
	(v)	Auditron or Internal Tracking Device				\$_____		
5.2.2		26014 017 005						
		Monthly Maintenance/to include _____copies				\$_____		
5.2.2.1		26014 017 006						
		Cost Per Copy (above _____ copies)				\$_____		
5.2.3		28550-151						
		Lease with Purchase option Price/Month - See Exhibit A). Based on purchase price, with all options included, with interest rate to be applied from Paragraph 5.9.2, 36 month payment schedule. Amount bid here should be the same as shown in column under "Payment" on "Lease Purchase Payment Schedule," Exhibit A.					\$_____	
5.2.4		SUPPLY COST (Not to include paper)						
	5.2.4.1	TONER	_____	_____	_____	_____	_____	
	5.2.4.2	DEVELOPER	_____	_____	_____	_____	_____	
	5.2.4.3	FUSER OIL	_____	_____	_____	_____	_____	
	5.2.4.4	OTHER	_____	_____	_____	_____	_____	

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 60 73
		FIRM NAME (Must be filled in)	

	<u>ITEM</u>	<u>REF#</u>	<u>UNIT</u>	<u>#/CTN</u>	<u>YIELD/ UNIT</u>	<u>COST/ UNIT</u>	<u>COST/ COP</u>
5.2.5	26014 017 000 PER CALL MAINTENANCE CHARGE 1/4 hr \$_____						
5.2.6	26014 017 900 CHARGE TO DE-INSTALL COPIER AND RE-INSTALL AT ANOTHER CITY FACILITY LOT					\$_____	
5.3	VOLUME BAND III - 25,000 GMV/36 MONTH GPP/FIXED PRICING						
	STATE MANUFACTURER AND MODEL OFFERED: _____						
	STATE VOLUME CAPACITY PER MONTH: _____						
	STATE WARRANTY OFFERED : _____						
5.3.1	42041 008 027 Purchase Price, Basic Machine (See Para. 2.10.5.1)					\$_____	
	Purchase Price, Options						
	(i) 42041 008 027 00 Sorter or offset stacker					\$_____	
	(ii) 42041 008 027 01 ADF					\$_____	
	(iii) 42041 008 027 03 Auditron or Internal Tracking Device					\$_____	
	(iv) 42041 008 027 02 Duplexing					\$_____	
5.3.2	26014 017 007 Monthly Maintenance/to include _____ copies					\$_____	

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 61 73
		FIRM NAME (Must be filled in)	

<u>ITEM</u>	<u>REF#</u>	<u>UNIT</u>	<u>#/CTN</u>	<u>YIELD/ UNIT</u>	<u>COST/ UNIT</u>	<u>COST/ COP</u>
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5.3.2.1	26014 017 008	Cost Per Copy (above _____ copies)			\$_____	
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5.3.3	28550 152	Lease with Purchase option Price/Month - See Exhibit A). Based on purchase price, with all options included, with interest rate to be applied from Paragraph 5.9.2, 36 month payment schedule. Amount bid here should be the same as shown in column under "Payment" on "Lease Purchase Payment Schedule," Exhibit A.			\$_____	
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5.3.4	SUPPLY COST (Not to include paper)					
5.3.4.1	TONER	_____	_____	_____	_____	_____
5.3.4.2	DEVELOPER	_____	_____	_____	_____	_____
5.3.4.3	FUSER OIL	_____	_____	_____	_____	_____
5.3.4.4	OTHER	_____	_____	_____	_____	_____

5.3.5	26014 017 000	PER CALL MAINTENANCE CHARGE 1/4 hr			\$_____	
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5.3.6	26014 017 900	CHARGE TO DE-INSTALL COPIER AND RE-INSTALL AT ANOTHER CITY FACILITY LOT			\$_____	
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INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 62 73
		FIRM NAME (Must be filled in)	

	<u>ITEM</u>	<u>REF#</u>	<u>UNIT</u>	<u>#/CTN</u>	<u>YIELD/ UNIT</u>	<u>COST/ UNIT</u>	<u>COST/ COP</u>	
5.4	VOLUME BAND IV - 40,000 GMV/60 MONTH GPP/FIXED PRICING							
	STATE MANUFACTURER AND MODEL OFFERED: _____							
	STATE VOLUME CAPACITY PER MONTH: _____							
	STATE WARRANTY OFFERED: _____							
	42041 008 028							
5.4.1	Purchase Price, Basic Machine (See Para. 2.10.6.1)					\$	_____	
	Purchase Price, Options							
	42041 008 028 00							
	(i)	Sorter or offset stacker					\$	_____
	42041 008 028 01							
	(ii)	Duplexing (2:2) (2:1)					\$	_____
	42041 004 028 02							
	(iii)	Auditron or Internal Tracking Device					\$	_____
	26014 017 009							
5.4.2	Monthly Maintenance/to include _____ copies							
	26014 017 010							
5.4.2.1	Cost Per Copy (above _____ copies)					\$	_____	
	28550 153							
5.4.3	Lease with Purchase option Price/Month - See Exhibit A). Based on purchase price, with all options included, with interest rate to be applied from Paragraph 5.9.2, 36 month payment schedule. Amount bid here should be the same as shown in column under "Payment" on "Lease Purchase Payment Schedule," Exhibit A.							
						\$	_____	

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 63 73
		FIRM NAME (Must be filled in)	

	<u>ITEM</u>	<u>REF#</u>	<u>UNIT</u>	<u>#/CTN</u>	<u>YIELD/ UNIT</u>	<u>COST/ UNIT</u>	<u>COST/ COP</u>
5.4.4	SUPPLY COST (Not to include paper)						
	5.4.4.1 TONER	_____	_____	_____	_____	_____	_____
	5.4.4.2 DEVELOPER	_____	_____	_____	_____	_____	_____
	5.4.4.3 FUSER OIL	_____	_____	_____	_____	_____	_____
	5.4.4.4 OTHER	_____	_____	_____	_____	_____	_____
	26014 017 000						
5.4.5	PER CALL MAINTENANCE CHARGE 1/4 hr					\$_____	
	26014 017 900						
5.4.6	CHARGE TO DE-INSTALL COPIER AND RE-INSTALL AT ANOTHER CITY FACILITY LOT					\$_____	
5.5	VOLUME BAND V - 60,000 GMV/60 MONTH GPP/FIXED PRICING						
	STATE MANUFACTURER AND MODEL OFFERED: _____						
	STATE VOLUME CAPACITY PER MONTH: _____						
	STATE WARRANTY OFFERED: _____						
	42041 008 029						
5.5.1	Purchase Price, Basic Machine (See Para. 2.10.7.1)					\$_____	
	Purchase Price, Options						
	42041 008 029 00						
	(i) Sorter or offset stacker					\$_____	

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 64 73
	FIRM NAME (Must be filled in)		

	<u>ITEM</u>	<u>REF#</u>	<u>UNIT</u>	<u>#/CTN</u>	<u>YIELD/ UNIT</u>	<u>COST/ UNIT</u>	<u>COST/ COP</u>
		42041 008 029 01					
	(ii)		Duplexing (2:2) (2:1)			\$_____	
		42041 008 029 02					
	(iii)		Auditron or Internal Tracking Device			\$_____	
5.5.2		26014 017 011	Monthly Maintenance/to include _____ copies			\$_____	
5.5.2.1		26014 017 012	Cost Per Copy (above _____ copies)			\$_____	
5.5.3		28550 154	Lease Purchase Price/Month - See Exhibit A). Based on purchase price, with all options included, with interest rate to be applied from Paragraph 5.9.2, 36 month payment schedule. Amount bid here should be the same as shown in column under "Payment" on "Lease Purchase Payment Schedule," Exhibit A.			\$_____	
5.5.4		SUPPLY COST (Not to include paper)					
	5.5.4.1		TONER	_____	_____	_____	_____
	5.5.4.2		DEVELOPER	_____	_____	_____	_____
	5.5.4.3		FUSER OIL	_____	_____	_____	_____
	5.5.4.4		OTHER	_____	_____	_____	_____
5.5.5		26014 017 000	PER CALL MAINTENANCE CHARGE 1/4 hr			\$_____	

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 65 73
		FIRM NAME (Must be filled in)	

	<u>ITEM</u>	<u>REF#</u>	<u>UNIT</u>	<u>#/CTN</u>	<u>YIELD/ UNIT</u>	<u>COST/ UNIT</u>	<u>COST/ COP</u>
5.5.6	26014 017 900 CHARGE TO DE-INSTALL COPIER AND RE-INSTALL AT ANOTHER CITY FACILITY LOT					\$_____	
5.6	VOLUME BAND VI - 85,000 GMV/60 MONTH GPP/FIXED PRICING						
	STATE MANUFACTURER AND MODEL OFFERED: _____						
	STATE VOLUME CAPACITY PER MONTH: _____						
	STATE WARRANTY OFFERED: _____						
5.6.1	42041 008 030 Purchase Price, Basic Machine (See Para. 2.10.8.1) Purchase Price, Options					\$_____	
	42041 008 030 00 (i) Stacker/Stapler Finisher (50 sheet minimum Stapling Capacity)					\$_____	
	42041 008 030 01 (ii) Duplexing (2:2) (2:1)					\$_____	
	42041 008 030 02 (iii) Auditron or Internal Tracking Device					\$_____	
5.6.2	26014 017 013 Monthly Maintenance/to include _____ copies					\$_____	
5.6.2.1	26014 017 014 Cost Per Copy (above _____ copies)					\$_____	

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 66 73
		FIRM NAME (Must be filled in)	

<u>ITEM</u>	<u>REF#</u>	<u>UNIT</u>	<u>#/CTN</u>	<u>YIELD/ UNIT</u>	<u>COST/ UNIT</u>	<u>COST/ COP</u>
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28550 154

5.6.3 Lease Purchase Price/Month - See Exhibit A). Based on purchase price, with all options included, with interest rate to be applied from Paragraph 5.9.2, 36 month payment schedule. Amount bid here should be the same as shown in column under "Payment" on "Lease Purchase Payment Schedule," Exhibit A.

\$_____

5.6.4 **SUPPLY COST (Not to include paper)**

5.6.4.1
TONER

5.6.4.2
DEVELOPER

5.6.4.3
FUSER OIL

5.6.4.4
OTHER

26014 017 000

5.6.5 PER CALL MAINTENANCE CHARGE 1/4 hr

\$_____

26014 017 900

5.6.6 CHARGE TO DE-INSTALL COPIER AND
RE-INSTALL AT ANOTHER CITY FACILITY LOT

\$_____

5.7 **VOLUME BAND VII - 100,000 GMV/60 MONTH GPP/FIXED PRICING**

STATE MANUFACTURER AND MODEL OFFERED: _____

STATE VOLUME CAPACITY PER MONTH: _____

STATE WARRANTY OFFERED _____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 68 73
		FIRM NAME (Must be filled in)	

<u>ITEM</u>	<u>REF#</u>	<u>UNIT</u>	<u>#/CTN</u>	<u>YIELD/ UNIT</u>	<u>COST/ UNIT</u>	<u>COST/ COP</u>
-------------	-------------	-------------	--------------	------------------------	-----------------------	----------------------

5.7.4.3 FUSER OIL	_____	_____	_____	_____	_____	_____
----------------------	-------	-------	-------	-------	-------	-------

5.7.4.4 OTHER	_____	_____	_____	_____	_____	_____
------------------	-------	-------	-------	-------	-------	-------

26014 017 000

5.7.5	PER CALL MAINTENANCE CHARGE 1/4 hr				\$_____	
-------	------------------------------------	--	--	--	---------	--

26014 017 900

5.7.6	CHARGE TO DE-INSTALL COPIER AND RE-INSTALL AT ANOTHER CITY FACILITY LOT				\$_____	
-------	--	--	--	--	---------	--

5.8 VOLUME BAND VIII - 200,000 GMV/60 MONTH GPP/FIXED PRICING

STATE MANUFACTURER AND MODEL OFFERED: _____

STATE VOLUME CAPACITY PER MONTH: _____

STATE WARRANTY OFFERED: _____

42041 008 032

5.8.1	Purchase Price, Basic Machine (See Para. 2.10.10.1)				\$_____	
	Purchase Price, Options					

42041 008 032 00

(i)	Stacker/Stapler Finisher (50 sheet minimum stapling capacity)				\$_____	
-----	---	--	--	--	---------	--

42041 008 032 01

(ii)	Duplexing (2:2) (2:1) (1:2)				\$_____	
------	-----------------------------	--	--	--	---------	--

42041 008 032 02

(ii)	Auditron or Internal Tracking Device				\$_____	
------	---	--	--	--	---------	--

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 69 73
		FIRM NAME (Must be filled in)	

	<u>ITEM</u>	<u>REF#</u>	<u>UNIT</u>	<u>#/CTN</u>	<u>YIELD/ UNIT</u>	<u>COST/ UNIT</u>	<u>COST/ COP</u>
	(iv)	42041 008 032 04	Booklet Making Capability			\$_____	
5.8.2	26014 017 017		Monthly Maintenance/to include _____ copies			\$_____	
5.8.2.1	26014 017 018		Cost Per Copy (above _____ copies)			\$_____	
5.8.3	28550 156		Lease Purchase Price/Month - See Exhibit A). Based on purchase price, with all options included, with interest rate to be applied from Paragraph 5.9.2, 36 month payment schedule. Amount bid here should be the same as shown in column under "Payment" on "Lease Purchase Payment Schedule," Exhibit A.			\$_____	
5.8.4	SUPPLY COST (Not to include paper)						
	5.8.4.1		TONER	_____	_____	_____	_____
	5.8.4.2		DEVELOPER	_____	_____	_____	_____
	5.8.4.3		FUSER OIL	_____	_____	_____	_____
	5.8.4.4		OTHER	_____	_____	_____	_____
5.8.5	26014 017 000		PER CALL MAINTENANCE CHARGE 1/4 hr \$_____				
5.8.6	26014 017 900		CHARGE TO DE-INSTALL COPIER AND RE-INSTALL AT ANOTHER CITY FACILITY LOT \$_____				

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 70 73
		FIRM NAME (Must be filled in)	

5.9 **Fixed Pricing System**

5.9.1	NAME OF REFERENCE LIST	% CHANGE (+ OR -) FROM LIST
EQUIPMENT	_____	_____
32450 001 SUPPLIES	_____	_____
MAINTENANCE	_____	_____

5.9.2 State the interest rate to be applied as a percentage of the **commercial prime rate as stated in the WALL STREET JOURNAL. Percentage Change From Prime** _____%

5.10 State delivery time after receipt of order: _____

5.11 State power requirements.

EXHIBIT A-LEASE/PURCHASE PAYMENT SCHEDULE, 36 MONTHS
(Payments will be made in arrears following acceptance)

Unit Price _____ **Model/** _____

Delivery/ Transportation _____

“Amount to be Financed” shall be the sole figure used in applying interest when computing the lease/ purchase payment schedule.

Installation _____

Amount to be Financed _____

Add the Unit Price to delivery/ and installation costs to determine the amount to be financed (principal). Multiply amount to be financed by quantity required to determine total cost. Apply the interest rate to the total cost utilizing the schedule below.

Total Cost _____

Interest Rate

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 71 73
	FIRM NAME (Must be filled in)		

<u>MONTH</u>	<u>PAYMENT</u>	<u>PRINCIPAL</u>	<u>INTEREST</u>	<u>BALANCE REMAINING</u>
01	_____	_____	_____	_____
02	_____	_____	_____	_____
03	_____	_____	_____	_____
04	_____	_____	_____	_____
05	_____	_____	_____	_____
06	_____	_____	_____	_____
07	_____	_____	_____	_____
08	_____	_____	_____	_____
09	_____	_____	_____	_____
10	_____	_____	_____	_____
11	_____	_____	_____	_____
12	_____	_____	_____	_____
13	_____	_____	_____	_____
14	_____	_____	_____	_____
15	_____	_____	_____	_____
16	_____	_____	_____	_____
17	_____	_____	_____	_____
18	_____	_____	_____	_____
19	_____	_____	_____	_____
20	_____	_____	_____	_____
21	_____	_____	_____	_____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 72 73
	FIRM NAME (Must be filled in)		

<u>MONTH</u>	<u>PAYMENT</u>	<u>PRINCIPAL</u>	<u>INTEREST</u>	<u>BALANCE REMAINING</u>
22	_____	_____	_____	_____
23	_____	_____	_____	_____
24	_____	_____	_____	_____
25	_____	_____	_____	_____
26	_____	_____	_____	_____
27	_____	_____	_____	_____
28	_____	_____	_____	_____
29	_____	_____	_____	_____
30	_____	_____	_____	_____
31	_____	_____	_____	_____
32	_____	_____	_____	_____
33	_____	_____	_____	_____
34	_____	_____	_____	_____
35	_____	_____	_____	_____
36	_____	_____	_____	_____

FOR EACH OF THE VOLUME BANDS II, III AND IV, BIDDERS SHALL STATE THEIR LEASE WITH PURCHASE OPTION PERCENTAGE WITH THE AMORTIZATION SCHEDULE. THIS PERCENTAGE SHALL REMAIN FIXED FOR THE LIFE OF THE CONTRACT.

THE PURCHASE OPTION PERCENTAGE FROM THE ORIGINAL PURCHASE PRICE WILL BE CHARGED TO THE CITY UPON COMPLETION OF THE 36 MONTH LEASE SHOULD THE CITY ELECT TO PURCHASE THE EQUIPMENT AT THE END OF THE 36 MONTH LEASE.

PURCHASE OPTION _____%

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S6Z61260	PAGE OF 73 73
		FIRM NAME (Must be filled in)	

EXHIBIT "B"

LETTER OF AUTHORIZATION

THE VENDOR, _____, IS AUTHORIZED TO DISTRIBUTE
(insert vendor's name here)
THE MANUFACTURER'S EQUIPMENT.

THE VENDOR'S SERVICE FACILITY IS AUTHORIZED TO DO MAINTENANCE TO THE
MANUFACTURER'S EQUIPMENT OR THE MANUFACTURER WILL PROVIDE MAINTENANCE ON
BEHALF OF THE VENDOR.

THE MANUFACTURER GUARANTEES THE AVAILABILITY OF PARTS FOR ALL EQUIPMENT
FURNISHED UNDER THE CONTRACT FOR A MINIMUM OF FIVE (5) YARS FROM THE DATE OF
FINAL ACCEPTANCE OF THE EQUIPMENT BY THE CITY.

THE ORIGINAL EQUIPMENT MANUFACTURER AGREES THAT IF THE VENDOR DEFAULT ON
ANY OF ITS OBLIGATIONS UNDER THIS CONTRACT, THE MANUFACTURER WILL (1) SEE
ITSELF EXECUTE A CONTRACT WITH THE CITY, CONTAINING TERMS AND CONDITIONS
THAT ARE IN ALL MATERIAL RESPECTS THE SAME AS THE TERMS AND CONDITIONS SET
FORTH HEREIN, TO FURNISH TO THE CITY THE MANUFACTURER'S EQUIPMENT, PARTS AND
SERVICES (INCLUDING, WITHOUT LIMITATION, WARRANTY AND MAINTENANCE SERVICES),
ALL AS SET FORTH HEREIN, OR (2) CAUSE AN AUTHORIZED RESELLER OR DISTRIBUTOR
OF ITS PRODUCT TO ENTER INTO SUCH A CONTRACT WITH THE CITY. THERE SHALL BE NO
CHARGE TO THE CITY FOR ANY ITEMS OR SERVICES FOR WHICH THE CITY HAS PAID THE
DEFAULTING VENDOR AND THAT THE VENDOR HAS PAID THE MANUFACTURER.

NAME OF MANUFACTURER: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE

NAME _____ TITLE _____

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

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

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

For this Bid, the City has not established ranges for the participation of MBEs, WBEs and/or DSBEs (collectively, “M/W/DSBEs”), but bidder is encouraged to exercise Best and Good Faith Efforts to include M/W/DSBEs in this bid and in bidder’s supply chain. “Best and Good Faith Efforts” are those efforts, the scope, intensity and appropriateness of which are designed and performed to achieve meaningful and commercially useful participation by M/W/DSBEs. An OEO Certification Registry of M/W/DSBEs is maintained by the OEO and is available online at www.phila.gov/OEO/directory. Firms owned and controlled by minority persons, women or disabled persons, which are certified as MBE, WBE, DSBE or DBE by an approved certifying agency, including the Pennsylvania Unified Certification Program, may apply to the OEO for listing in its OEO Certification Registry.

Bidder is also encouraged to identify below, any M/W/DSBEs that will be used by bidder if successful:

Company Name	Address	Certification Status (MBE, WBE or DSBE)	Type of Work/Supply Effort
-----	-----	-----	-----
-----	-----	-----	-----
-----	-----	-----	-----
-----	-----	-----	-----

DISCLOSURE OF WOMEN AS BOARD MEMBERS AND EXECUTIVE STAFF

Instructions: As required by Section 17-104 of The Philadelphia Code entitled “Prerequisites to the Execution of City Contracts,” Section 17-104(3) requires bidder to complete and submit this form with its bid. If bidder believes that these requirements do not apply (e.g., bidder is a single-member Limited Liability Company), please check the first field below and attach an explanation. This form should be submitted with bid but the City reserves the right to allow bidder to submit this information at any time prior to award of a contract.

Bidder’s Name: _____ **Bid Number:** _____

Please check here if the requirements do not apply to bidder and attach explanation:

Disclosure of Women as Board Members and Executive Staff

Pursuant to Section 17-104(3) (a) (i) of The Philadelphia Code, please provide the following information:

- 1. Current percentage of female executive officers in bidder’s company:
- 2. Current percentage of women on the executive board of the bidder’s company:
- 3. Current percentage of women on the full board of the bidder’s company:

Aspirational Goals for Women as Board Members and Executive Staff

Pursuant to Section 17-104(3) (a) (ii) of The Philadelphia Code, please provide the following information:

- 1. Percentage goal for female executive officers in bidder’s company:
- 2. Percentage goal for women on the executive board of the bidder’s company:
- 3. Percentage goal of women on the full board of the bidder’s company:

Identify Below Any Efforts to Achieve the Aforementioned Goals:

Authorized Signature

Date

Print Name and Title

BASIC SERVICES, SUPPLIES & EQUIPMENT BIDDERS GUIDELINES¹

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

- Read the entire bid so that you fully understand all of the requirements. Bidder must meet all qualifications and requirements.
- Bids and pricing must be in **ink or typed** and on City issued form(s). Faxed bids will not be accepted.
- The Invitation and Bid may not contain all of the documents that you will need to complete the bid submission. On occasion, it is not possible to include **exhibits, drawings, attached specifications, attached documents, etc.** Applicable documents may be obtained by contacting Procurement Customer Service at bid.info@phila.gov.
- Make sure that you have signed the Contract Page and affixed your Corporate Seal as required.
- If applicable, sign and return all addenda.
- All bids must be submitted to the City of Philadelphia **no later than 10:30 AM** on the date that the bid opens. **Bids MUST be placed in the Bid Box** (slot located outside of Room 170A) prior to the bid opening. Bids that are not in the bid box prior to the bid opening may be disqualified.
- It is the bidder's responsibility to ensure that the bids are submitted in a timely manner and placed in the bid box prior to the bid opening. If the bid is being sent by courier or mail, it is recommended that the bid be sent early. The bid should arrive at least one business day before the bid opens to ensure timely receipt.
- All bids **must** be placed in a **sealed** envelope. **The Bid Number, Opening Date and Company Name MUST be clearly labeled on the envelope.** If the bid is being delivered by courier or express mail, the bid **must** be in a **separate** sealed envelope inside the courier's envelope or express mail packaging. This is to ensure that all bids conform to the sealed bid process of the City of Philadelphia.
- Annual Bid Security Program Fee:** You must enroll and pay the non-refundable Annual Bid Security Program fee. Refer to Section 1 of the bid and Paragraph 2 of the SS&E Terms and Conditions of Bidding and Contract.

2. BID SECURITY.

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

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

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

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

3. BID PROCESSING FEE.

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

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

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

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

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

- Bid Evaluation and Award:** If the bid is going to be awarded as a whole, you must bid on all items for the bid to be consider responsive. See Section 3 of the Invitation and Bid.
- If the bid requires a site inspection, attendance at a Pre-Bid Meeting, samples, financial information or other data you must adhere to these requirements.
- Do not submit any counter terms or conditions. **Your bid may be rejected.**
- Please double check all mathematical calculations for errors.

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



CITY OF PHILADELPHIA

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

Mary E. Stitt
Procurement Commissioner

IMPORTANT INFORMATION FOR ALL SS&E BIDDERS!

New Annual Bid Security Program for Services, Supplies, and Equipment (SS&E) Bids **Period of Coverage: July 1, 2014 – June 30, 2015**

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

Dear Vendor:

The City of Philadelphia is very excited to announce the City's new Annual Bid Security Program. The new Annual Bid Security Program has a reduced non-refundable fee of **\$100.00** and covers the time period from July 1, 2014 to June 30, 2015. Coverage begins from the date of enrollment and payment until June 30, 2015. **In order to be an eligible SS&E bidder, all SS&E bidders must be enrolled in the City's Annual Bid Security Program.** All bidders must complete the registration form and pay the Annual Bid Security Program non-refundable fee of **\$100.00**. If applicable, an individual bid bond may also be required in the Invitation and Bid. However, for the majority of SS&E bids, the Annual Bid Security Program will be the only bid security required.

To enroll in the Annual Bid Security Program for the period of **July 1, 2014 to June 30, 2015**, complete this registration form and return the form with the non-refundable fee of **\$100.00** in the form of a company check, certified check, treasurer's check, cashier's check, bank money order, or United States Postal Service money order. Cash or personal checks will not be accepted. Make payment to the order of "**The City of Philadelphia**". To clarify the precise use of the payment, enter the words "**Annual Bid Security Program FY2015**" on the memo section of the payment. This registration form and payment should be submitted under separate cover to the attention of "Annual Bid Security Program FY2015" at least one day prior to the opening of the first bid that the bidder wants covered under the program. If the bidder chooses to submit the completed registration form and payment with their bid, **company checks will not be accepted** and payment must be made with a certified check, treasurer's check, cashier's check, bank money order, or United States Postal Service money order.

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

Forward payment along with this registration form to:
ANNUAL BID SECURITY PROGRAM FY2015
Procurement Department
1401 JFK Boulevard, 170A
Philadelphia, PA 19102-1685

Company Name: _____

Fed EIN/SSN: _____

Street Address: _____

City, State, Zip: _____

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

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

Make all payments to "The City of Philadelphia" in the amount of **\$100.00**, for "**Annual Bid Security Program FY2015**".

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

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

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



CITY OF PHILADELPHIA

INSTRUCTIONS FOR GETTING PAID **BY THE CITY OF PHILADELPHIA**

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

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

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

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

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



CITY OF PHILADELPHIA

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

Mary E. Stitt
Procurement Commissioner

Dear Valued Vendor,

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

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

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

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



CITY OF PHILADELPHIA

PROCUREMENT DEPARTMENT

Customer Service Unit

This Is Not A Right To Know Request.

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

ATTENTION VENDORS

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

Mail Request To:

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

Enclose the following items:

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

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

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

BID RESULTS REQUEST FORM

Date of Request: _____

Bid Number Requested: _____ Opening Date: _____

Company Name: _____

Company Representative: _____

Address Line 1: _____

Address Line 2: _____

Email Address: _____

Telephone No: _____ Fax No.: _____

SS&E TERMS AND CONDITIONS OF BIDDING AND CONTRACT

BID SUBMISSION

1. PREPARATION AND SUBMISSION OF BID.

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

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

2. BID SECURITY.

In order to be an eligible bidder, all bidders must be enrolled in the City's Annual Bid Security Program. All bidders must complete the registration form and pay a non-refundable Annual Bid Security Program fee of \$100.00, payable annually to the order of "The City of Philadelphia". Enrollment and payment of the Annual Bid Security Program fee must be completed in accordance with the Invitation and Bid, Section 1, "Bid Security". If applicable, an individual bid bond may also be required in the Invitation and Bid. Notwithstanding bidder's enrollment in the Annual Bid Security Program, an awarded bidder who fails to execute its contract will be subject to the City's remedies set forth in Paragraph 17.

3. BID PROCESSING FEE.

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

4. SPECIFICATIONS.

When a specification is issued in connection with the Invitation and Bid, no deviation will be permitted, except if/as indicated in the Invitation and Bid and the bidder will be required to furnish articles and/or services in conformity with that specification. When catalogues, model numbers, trade names, or cuts are listed in the Invitation and Bid, they are, unless otherwise specified, included for the purposes of furnishing bidders with reference information concerning the style, type or kind of article and/or service desired. A bidder may offer an article, service and/or equipment, which he/she certifies to be equal or better in quality, performance and other

essential characteristics. If submitting an alternate, the bidder must specify the alternate (e.g., make and model #) in the bid and submit with the bid a complete description of the article (including any technical supporting documentation) and/or service proposed to be furnished. Failure to do so will require the bidder to furnish the article and/or service specified in the Invitation and Bid. The Procurement Commissioner reserves the sole right to determine whether alternates offered are equal or better.

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

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

5. PATENTS.

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

6. LOCAL BIDDING PREFERENCE.¹

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

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

¹If you wish to apply for Local Business Entity (LBE) certification, go to www.phila.gov/bids. Please allow sufficient time prior to bidding for processing of the LBE application.

SS&E TERMS AND CONDITIONS OF BIDDING AND CONTRACT

EVALUATION AND AWARD

7. TYPES OF BIDDER RESTRICTED.

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

8. RESPONSIVENESS.

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

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

9. RESPONSIBILITY.

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

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

10. CANCELLATION AND AWARD.

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

11. QUANTITIES AWARDED.

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

12. DELIVERY, PRICE INCREASES AND TIE BIDS.

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

CONTRACT EXECUTION AND CONFORMANCE

13. CONTRACTS.

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

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

SS&E TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

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

14. PERFORMANCE BOND.

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

15. INSURANCE.

Unless otherwise specified, the successful bidder (referred to in this 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 insured on all policies required hereunder, except the Workers' Compensation and Employers' Liability. Also, an endorsement is required stating that the coverage afforded these parties as additional insured will be primary to any other coverage available to them. The City's coverage as an additional insured shall be primary coverage. The insurance shall provide for at least thirty (30) days prior written notice to be given to the City in the event coverage is materially changed, canceled or non-renewed. Certificates of insurance evidencing the required coverages shall be submitted to the City within fifteen (15) days of notice of contract award and for each renewal period. The City reserves the right to require the Contractor to furnish certified copies of the original policies of all insurance required hereunder at any time upon fifteen (15) days prior written notice. The insurance requirements set forth herein are not intended and shall not be construed to modify, limit, or reduce the indemnifications made in this Contract by the Contractor to the City or to limit the Contractor's liability under this Contract to the limits of the policies of insurance required to be maintained by the Contractor hereunder.

(a) WORKERS COMPENSATION AND EMPLOYERS

LIABILITY

- i. Workers' Compensation – Statutory limits
- ii. Employers Liability - \$100,000 Each Accident – Bodily Injury by Accident; \$100,000 Each Employee – Bodily Injury by Disease; \$500,000 Policy Limit – Bodily Injury by Disease
- iii. Other states insurance including Pennsylvania

(b) GENERAL LIABILITY INSURANCE

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

(c) AUTOMOBILE LIABILITY

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

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

16. INDEMNIFICATION.

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

SS&E TERMS AND CONDITIONS OF BIDDING AND CONTRACT

17. FAILURE TO EXECUTE CONTRACT.

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

18. ASSIGNMENT.

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

19. DEFAULT and TERMINATION.

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

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

- i. Failure by Contractor to comply with any provision of the Contract, including the bid specifications contained in the Invitation and Bid and these Terms and Conditions of Bidding and Contract and/or failure by Contractor to comply with "applicable law" as that term is defined in Paragraph 24.
- ii. Falseness of any representation or warranty by Contractor in the Contract or in other document(s) submitted to the City by Contractor in connection with the Invitation and Bid or fraud in connection with the performance of the Contract.
- iii. Failure by Contractor to pay its suppliers or subcontractors, misappropriation of any funds provided under the Contract or failure to notify City upon discovery of any misappropriation.
- iv. A violation of law which results in the making of a guilty plea, a plea of nolo contendere, or conviction of a criminal offense by Contractor, its directors, employees, or agents or indictment or charges, which in the sole judgment of the Procurement Commissioner, adversely affects the performance of the Contract or Contractor's fitness to provide goods and services to the City.

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

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

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

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

- i. Purchase goods and/or services from others in substitution of goods or services that were not furnished or performed by Contractor or that were defective or otherwise in violation of any provision of the Contract; the cost of such substituted goods and services shall be the sole responsibility of Contractor and Contractor agrees to pay immediately, upon receipt of the City's invoice, the difference between the Contract price and the substituted product or service cost, plus any other loss, cost or damages incurred by the City.
- ii. Appropriate to the payment of the difference between the Contract price and the cost of such substitute goods or services, and the amount of any other loss, cost or damage incurred by the City as a result of the default, any monies which may then be due and payable to Contractor under this Contract or any other Contract that Contractor then has with the City.

The City shall notify Contractor in writing of such termination, which shall be effective as of the date specified in the notice of termination (the "Termination Date"). The Procurement Commissioner may, in his/her sole discretion, require Contractor to continue to furnish all goods and perform all services required under the Contract until the Termination Date, in which case, subject to the remedies enumerated above, the successful bidder shall be paid in accordance with the Contract therefore.

SS&E TERMS AND CONDITIONS OF BIDDING AND CONTRACT

If the City requires Contractor to cure the event(s) of default, or to continue to furnish goods or services until the Termination Date, and Contractor refuses or fails to do so, then such failure shall itself be deemed an event of default under this Paragraph, for which the City may exercise any of its rights hereunder.

20. PAYMENT FOR EQUIPMENT.

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

TAX MATTERS

21. TAX EXEMPTION.

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

22. TAX INDEBTEDNESS.

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

- a. Contractor's Certification of Non-Indebtedness. Contractor hereby certifies and represents that Contractor and Contractor's parent company(ies) and subsidiary(ies) are not currently indebted to the City of Philadelphia (the "City") and will not at any time during the term of this Contract (including any extensions or renewals thereof) be indebted to the

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

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

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

SS&E TERMS AND CONDITIONS OF BIDDING AND CONTRACT

23. TAX REQUIREMENTS.

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

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

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

GENERAL INFORMATION

24. COMPLIANCE WITH LAWS.

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

25. NONDISCRIMINATION.

- a. Any Contract awarded pursuant to the Invitation and Bid is entered into under the terms of the Philadelphia Home Rule Charter and in its performance, Contractor shall not discriminate nor permit discrimination against any person because of race, color, religion, ancestry, national origin, sex, gender identity, sexual orientation, age or disability. Such discrimination shall constitute an event of default under this Contract entitling City to terminate this Contract forthwith. This right of termination shall be in addition to any other rights or remedies as provided herein in Paragraph 19 or otherwise available to the City at law or in equity.
- b. In accordance with Chapter 17-400 of The Philadelphia Code, Contractor agrees that its

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

26. ETHICS REQUIREMENTS.

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

- a. Gifts. Executive Order No. 02-04 prohibits City employees from soliciting or accepting anything of value from any person or entity seeking to initiate or maintain a business relationship with the City of Philadelphia, its departments, boards, commissions, and agencies. Bidder understands and agrees that if it offers anything of value to a City official or employee under circumstances where the receipt of such item would violate the provisions of this Executive Order shall be subject to sanctions with respect to future City Contracts. Such sanctions may range from disqualification from participation in a particular Contract to debarment, depending on the nature of the violation. All bidders, agents or intermediaries who are solicited for gifts or gratuities by City employees are urged to report these incidents to the Office of the Inspector General, Curtis Center, 601 Walnut Street, Suite 300 East, Philadelphia, PA 19106.
- b. City Employee Interest in City Contracts. In accordance with Section 10-1112 of The Philadelphia Home Rule Charter, no bid shall be accepted from, or Contract awarded to, any City employee or official, or any firm in which a City employee or official has a direct or indirect financial interest. All bidders are required to disclose any current City employees or officials who are employees or officials of the bidder's firm, or who otherwise would have a financial interest in the Contract.

SS&E TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

27. NORTHERN IRELAND, IRAN or SUDAN.

Section 17-104(4)(a) and (b) of The Philadelphia Code prohibits the City from accepting bids from companies that do business in Northern Ireland, Iran and Sudan unless, in the instance of Northern Ireland, that business has implemented the fair employment principles embodied in the MacBride Principles or in the instance of Iran or Sudan, there exists a federal override or the business is excluded from disqualification as described in the Sudan Accountability and Divestment Act of 2007. In furtherance of this ordinance, bidder makes the following certification and representations:

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

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

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

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

- b. In accordance with Philadelphia Code Section 17-104 (3), bidder must provide the following information with its bid:
 - (i) the current percentage of female executive officers in the company and the current percentage of females on the company's executive and full boards;
 - (ii) the company's aspirational goals for the inclusion of females in executive positions and on the executive and full boards; and
 - (iii) the intended efforts by the contractor to achieve the aspirational goals.

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

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

29. MINIMUM WAGE & BENEFITS AND PREVAILING WAGE.

- a. If this bid is for the furnishing of services, except where services are incidental to the delivery of supplies or equipment, it is subject to Chapter 17-1300 of The Philadelphia Code and Mayoral Executive Order 03-14 which establish minimum benefits (health benefits and sick leave) and wages for employees. If Contractor and Contractor's first tier subcontractor(s) furnishing services to the City meet the definition of "Employer," as set forth in Philadelphia Code Sections 17-1302(5) and 17-1303, each shall comply with the minimum wage and benefits provisions established by these laws: from May 20, 2014 through December 31, 2014, the minimum wage shall be \$10.88 per hour; on January 1, 2015, the minimum wage shall be \$12.00 per hour, which wage amount shall be adjusted annually thereafter, by the CPI Multiplier.*² Contractor and its first tier subcontractor(s) shall notify each affected employee what wages are required to be paid.

²The CPI Multiplier shall be calculated by the Director of Finance for bids issued on or after January 1 of each year by dividing the most recently published Consumer Price Index for all Urban Consumers (CPI – U) All Items Index, Philadelphia, Pennsylvania, as of January of such year, by the most recently published CPI – U as of January 1, 2015.

SS&E TERMS AND CONDITIONS OF BIDDING AND CONTRACT

Accordingly, Contractor by submission of its Bid acknowledges and certifies its compliance with Chapter 17-1300 and Executive Order 03-14 and shall also require its first tier subcontractors to likewise certify and acknowledge their compliance. Contractor shall promptly provide to the City at its request all documents and information verifying its compliance and its first tier subcontractor(s)' compliance with these laws. Any request for a partial or total waiver of these requirements must be based on specific stipulated reasons elaborated in Philadelphia Code Section 17-1304 and should be directed to the attention of the Office of Labor Standards within the City's Managing Director's Office (MDO). Failure to comply with these provisions absent an approved waiver or partial waiver, is an event of default under the Contract and shall also subject Contractor and its first tier subcontractor(s) to the enforcement provisions in Philadelphia Code Section 17-1312.

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

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

30. PROTECTION OF DISPLACED CONTRACT WORKERS.

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

31. EQUAL BENEFITS.

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

SS&E TERMS AND CONDITIONS OF BIDDING AND CONTRACT

SIGNING OF BIDS

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

This contract may not be changed, in whole or in part, except by a written amendment signed by the parties, the form of which may be an "Add-On Letter"; when the City exercises its sole option to renew a contract it shall do so with issuance of a "Renewal Letter." No waiver by the City of any breach or noncompliance by the undersigned with any provision of this contract shall relieve the undersigned of any of its obligations or representations made under this contract.

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

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

SIGNING OF BIDS:

If bid is by an INDIVIDUAL or a PARTNERSHIP, or if the bid does not exceed \$32,000, date and sign the bid here, with the original signatures, in ink.

This _____ day of _____ 20

(Signature of Owner, Partner)

(Type or Print Name and Title)

(Business Name of Bidder)

(Address, including Zip Code)

(Telephone Number, including Area Code)

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

This _____ day of _____ 20

CORPORATE SEAL

(Corporate or Business Name of Bidder)

(Address, including Zip Code)

(Telephone Number, including Area Code)

(Signature of President or Vice President)

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

(Type or Print Name and Title)

(Type or Print Name and Title)

APPROVED AS TO FORM

CONTRACT EXECUTION

(Assistant City Solicitor)

(Procurement Commissioner)