

***CITY OF PHILADELPHIA***  
***Procurement Department***



**REQUEST FOR PROPOSALS**  
**RFP #S8Z5337P**

**VOLUME PURCHASE OF STANDARD  
COMMERCIAL SOFTWARE AND RELATED SERVICES**

**Issued By:**  
**City of Philadelphia Procurement Department**

**Non-Mandatory Pre-Proposal Meeting:**  
**Monday, May 21, 2007 at 1:00 PM**

**Proposal Submittal Date:**  
**Monday, June 4, 2007 at 10:30 AM**

**Deliver Proposals To:**  
**Procurement Department Bid Room**  
**Room 170A**  
**Municipal Services Building**  
**1401 J.F.K. Blvd.**  
**Phila., PA 19102**

**Vendors having questions or comments concerning the Proposal should contact the  
Procurement Department Public Information Unit at  
(215) 686-4720**

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## **SECTION 1 - GENERAL INFORMATION**

### **1.1 Scope of Work**

The City of Philadelphia (*the "City"*) is seeking a single prime Vendor to provide software, software licenses, and documentation, as well as various services enumerated herein, to the City, at prices that will reflect the Vendor's existing direct volume purchase agreements with its software publishers.

### **1.2 Reason for this Procurement**

1.2.1 The City of Philadelphia is soliciting proposals from experienced contractors with strong business relationships with major publishers of standard commercial pre-packaged software ("shrink-wrap software" or "standard commercial software") to provide software, software site licenses and other licenses, and services as set forth in this RFP, to the City, to include the corporate upgrade and volume purchase programs of standard commercial software from the major publishers of standard commercial software.

1.2.2 The Vendors must, at a minimum, have in place contractual relationships with the publishers of the following software: **Novell, Microsoft, Symantec, IBM/Lotus, NetManage and Adobe.** The City expects to purchase other standard commercial software from the successful proposer and proposals will be evaluated in part on the inventory of software programs and publishers available from the proposer.

### **1.3 Objectives**

To be eligible for award under this Request for Proposal ("RFP"), the successful Vendor must demonstrate that it can meet the following objectives.

1.3.1 To deliver to the City (and install at City sites as required)-commercial standard software, software site licenses and other licenses and documentation of the above mentioned software.

- 1.3.2 To extend to the City the maximum discounts for the products based upon the Vendor's volume purchase agreements with the software publishers.
- 1.3.3 To negotiate on behalf of the City with the software publishers for contract and pricing concessions as well as additional support levels, as requested.
- 1.3.4 To implement a written service plan with clear objectives, policies, procedures and annual evaluation of compliance.
- 1.3.5 To maintain an open collaborative relationship with the City to include The Mayor's Office of Information Services ("MOIS"), as well as any other City agencies and departments.
- 1.3.6 To actively coordinate and support the marketing programs available from all major publishers and play an important role in designing creative programs to launch the implementation of new products at the City.
- 1.3.7 To provide services as provided below, including, but not limited to, the design, coordination and conducting of on-site seminars and workshops to plan the selection and implementation of new products and product upgrades.

1.4 **Qualifications of Proposers**

1.4.1 **Customer Base**

Vendor must have an installed base of multiple contracts and must list, at a minimum, its five largest customers (see Exhibit C).

1.4.2 **Software Services**

Vendor must have a full range of software management services that it can supply, as well as the ability to furnish to the City the required software, site licenses and documentation.

1.4.3 **Size and Scope of Projects**

Vendor must be, at the current time, fulfilling contracts with customers whose requirements are of the size and scope as those proposed within this RFP.

1.4.4 **Master Volume Agreements or Volume License and Maintenance (VLM)**

Vendor must have, at the time of proposal submittal, in-place master volume agreements with the publishers of the software packages named in para. 1.2.2 above.

1.5 **Proposal Submission Date; Anticipated Procurement Schedule**

The date for submitting Proposals pursuant to this RFP (the "Submission Date") is as provided below. Proposals must be submitted to the Procurement Department, Room 170A, Municipal Services Building 1401 J.F.K Blvd. Philadelphia, Pa. 19102 by the time on the Submission Date indicated below.

<b><u>Date</u></b>	<b><u>Activity</u></b>
Non-Mandatory Pre-Proposal Meeting Monday, May 21, 2007 @ 1:00 P.M.	Pre-Proposal Meeting Location: MSB, 1401 J.F.K. Blvd., Room 170B Philadelphia, PA 19102
Deadline for Respondent Thursday, May 24, 2007 @ 4:00 PM	Submit questions and requests for questions clarification, information to Primary Contact
Proposal submission Deadline Monday, June 4, 2007 @ 10:30 AM	Submit Proposals
Date for Selection of Respondent Monday, June 18, 2007	Select Respondents with which to enter into contract negotiations
Project start date July 1, 2007	Contract start Date

These dates are estimates only and the City reserves the right, in its sole discretion, to alter this schedule as it deems necessary or appropriate. Notice of changes in the Pre-Proposal Meeting date/time or location, the due date/time for submission of Respondent questions, and the date/time for Proposal Submission will be posted on the City's RFP Website at <http://www.phila.gov/> and will be mailed to prospective Respondents which request notification by mail in writing addressed to the City's Primary Contact. The other dates/times listed may be changed without notice to prospective Respondents.

## 1.6 City's Primary Contact

The name, address, and contact information for the City's Primary Contact for this RFP are as follows:

Name and Title: Timothy A. Vinson, Procurement Technician II  
Agency Name: City of Philadelphia Procurement Department  
Agency Street Address, Floor/Suite No.: Municipal Services Building,  
1401 J.F.K. Boulevard, Room 170B, Philadelphia, PA 19102  
E-Mail Address: Timothy. A. Vinson@phila.gov  
Phone #: (215) 686-4779  
Fax #: (215) 686-4727

All questions, requests for clarification, and requests for additional information regarding this RFP must be submitted in writing not later than two weeks before the Submission Date. No oral response by any employee or agent of the City shall be binding on the City, or shall in any way constitute a commitment by the City. If a Respondent finds any inconsistency or ambiguity in the RFP, the Respondent is requested to notify the City.

## **SECTION 2 - RFP REQUIREMENTS AND CONDITIONS**

### 2.1 SCOPE OF SERVICES

2.1.1 The successful Vendor will provide the City with software, software site licenses and documentation for the following **standard commercial** software, at a minimum:

- 2.1.1.1 Novell
- 2.1.1.2 MICROSOFT
- 2.1.1.3 Symantec
- 2.1.1.4 IBM/Lotus
- 2.1.1.5 NetManage
- 2.1.1.6 Adobe

2.1.2 The Vendor will have in place volume discount programs directly with the publishers of the software that will allow the City to take advantage of maximum discounts for all products and to avoid the penalties of lower volumes caused by specific product area purchases.

2.1.3 In addition to the contracts with the mentioned software publishers, the City will take into account in its evaluation process, any additional business relationships with other major software publishers.

- 2.1.4 The successful Vendor will be the single point of contact with the City for the acquisition of any software site license, software, documentation, etc.
- 2.1.5 The Vendor will also provide the City with value-added services (to be described below), and be required to go substantially beyond meeting the basic software distribution requirements of this RFP.
- 2.1.6 The Vendor will be required to furnish technical support, current and accurate information on existing software and new trends in the industry, on-site representation to City personnel, and detailed reports (See Paras. 2.3.11- 2.3.12).

## 2.2 **Software Standards**

- 2.2.1 In addition to the software already specified in para. 2.1, MOIS has, in place, a City PC Software Team that will determine the City's software standards.
- 2.2.2 The Software Team will be under the auspices of MOIS and headed by the designee of the Chief Information Officer of MOIS, who will be the Vendor's primary point of contact throughout the duration of the contract.
- 2.2.3 All other software requests will be considered non-standard.

## 2.3 **Specific Requirements**

### 2.3.1 **Delivery/Distribution**

- 2.3.1.1 The Vendor will ensure timely delivery at the best corporate discounts, whether the City is seeking procurement of a single item or multiple items.
- 2.3.1.2 Unless specifically directed by the City ordering personnel to ship an older version (see para. 2.3.5), the Vendor will ship the most current version of all software products.
- 2.3.1.3 In the event the Vendor's primary distribution center becomes non-operational, the Vendor will process orders directly through an alternate distribution channel.
- 2.3.1.4 Unless otherwise specified, products will be shipped via UPS Ground, FOB Destination. Any provision made for rush delivery at the City's request will be prepaid and added to the invoice total. The City may choose delivery options of:
- <> UPS Ground at no charge FOB Destination;
  - <> Federal Express Second Day Delivery charged to the City at ground rates; or,
  - <> Federal Express next Day Delivery, charges prepaid and added to the invoice total.

#### 2.3.1.5 **Delivery Schedule**

The Vendor will include a copy of their typical delivery schedule for both standard and non-standard software.

### 2.3.2 **Inventory**

- 2.3.2.1 The Vendor will commit to delivering 100% of the City's standard products within 24 hours. Orders placed by 4:00 p.m. (Vendor's time zone) must be shipped that day, otherwise, within twenty-four (24) hours. If Vendor's delivery falls below eighty (80) % of City's requirements as stated above, Vendor must begin to ship products to the City at Federal Express Second Day Delivery, at no charge for delivery to the City, until the performance meets or exceeds the 80% requirement.
- 2.3.2.2 The Vendor will commit to delivering 100% of non-standard, but historically ordered, software in significant quantities within 5 working days.
- 2.3.2.3 Other products: 99% shipped within 10 working days after placement of order by City.

### 2.3.3

#### **Returns/Order Cancellation**

- 2.3.3.1 The Vendor will not charge the City for orders canceled prior to shipment. For orders canceled by the City after shipment, the Vendor agrees to accept returns of unopened stock products within 30 days of the invoice date or product received date, whichever is later. The Vendor also agrees to accept returns of damaged or defective stock products within 30 days of the invoice date or product received date, whichever is later.
- 2.3.3.2 The Vendor must commit to make every effort, including stringent negotiations with all its suppliers, to allow the City to return any software products it has purchased, even if they have been opened. The City understands it would only be able to return a package for full credit if the Vendor has no vehicle for recovering its cost on that product.
- The City and the Vendor shall understand that this type of return will occur generally only with unique products purchased on a one-time basis for the City.
- 2.3.3.3 The Vendor will generally require no restocking fees.
- 2.3.3.4 The Vendor will maintain an on-line return authorization procedure.
- 2.3.3.5 With their proposal submission, the Vendor will provide a narrative on the procedures to be used for returns (e.g., the use of a Return Authorization (RA) number to be obtained by the City from the Vendor's Customer Service Representative prior to any returns). The procedure must address providing the City with a detailed monthly on-line (WEB) report outlining the return history of the City and generating credit memos upon receiving the returned product in acceptable condition.

### 2.3.4 **Direct Software Installation**

The Vendor must make arrangements for delivery of software directly to the City's hardware Vendors for newly purchased configurations, whenever this arrangement is approved by MOIS, and only on a case-by-case basis. The Vendor will not charge the City any additional fees when working with the City's hardware Vendors.

### 2.3.5 **New Releases**

Unless otherwise specified by the City, the Vendor will deliver only the latest version of the software specified. If the City, however, requests an older version of software, the Vendor will not automatically ship the current version. Instead, the Vendor's Customer Service Representative will check with the City to verify the correct version prior to ordering and shipping the product. The Customer Service Representative will be familiar with the City's account and will be qualified to respond to the City's special requirements.

### 2.3.6 **New Software Technologies**

2.3.6.1 As new products and solutions emerge, the City may change emphasis from large, centralized mainframe processing to distributed data networks and Client/Server computing. The Vendor will monitor these industry trends and help the City in its transition to these new technologies.

The Vendor will have the capability to identify opportunities for this transition, consult, troubleshoot and maintain software, integrate networks, develop software, support systems, and implement client/server solutions, if required.

### 2.3.7 **Warranty**

2.3.7.1 The Vendor shall extend to the City all warranties of the publisher or manufacturer.

In the event that any product sold to the City by the Vendor is found to be defective within 30 days after shipment, and the Vendor is notified of such defect within such 30 day period, the City shall have the right to return such defective product to the Vendor (see para. 2.3.3), and the Vendor will, at the City's option, replace the defective product, grant the City credit against future purchases in an amount equal to the purchase price of the defective product, or refund to the City the amount paid for such defective product.

Shipping cost to return defective products will be paid by the Vendor.

2.3.7.2 The City understands and acknowledges that the Vendor does not provide any warranty to the City covering the product purchased. All warranties relating to the product are granted solely by the publisher or the manufacturer of the respective products purchased by the City.

### 2.3.8

#### **Back-Orders**

At the time an order is placed, the City will be given the status of the product availability and ship date. In the event a back-order situation exists which causes the Vendor to be unable to make the delivery commitments to the City, the Vendor will take whatever steps are necessary to procure the product and ensure delivery to the City on a timely basis. Back-order situations caused by the publisher and not under the control of the Vendor will be exempt from this procedure.

### 2.3.9

City's Special Services Needs - As the City needs a proactive and interactive approach, it is seeking a relationship which is responsive to its inquiries, accurate and timely in its answers, and a style based on talking/working out solutions. The City may require such special services as:

#### 2.3.9.1 **Disk Duplication**

Vendor shall provide master copy distribution of software, whereby the City's users no longer purchase individual shrink-wrapped packages with full documentation and disks. Instead, copies are simply made for new users and these copies are tracked and reported to publishers so that the appropriate software license fees can be paid based on the number of copies made.

#### 2.3.9.2 **Disk and/or Documentation Duplication**

2.3.9.2.1 The Vendor will charge the City based upon a pre-negotiated license fee and payment schedule. In addition, the Vendor will charge a per copy fee for each physical copy made of the master disk that the Vendor makes, e.g., if an administrator (i.e., City personnel) orders 100 licenses, the Vendor will make one copy of master disk and ship it to the appropriate locations.

2.3.9.2.2 The Vendor will bill for the one copy of the master disk at the per copy fee quoted by the Vendor. Additionally, if the LAN administrator requires documentation, the Vendor will maintain a master copy and one backup copy also available for copying. There will be no license charges for documentation, just a fee for disk duplication or hard copy documentation duplication. The Vendor will track and report all licenses, documentation and distributed master disks, by department, ***on a periodic basis.***

2.3.9.2.3 The Vendor will report monthly status to the publishers and the City. The City may request "asset tracking" capabilities.

2.3.9.3 **Bulk Order/Volume Discounts**

2.3.9.3.1 The Vendor shall exercise its extensive buying power to secure even greater discounts on bulk purchases. The procedure proposed by the City is for the City to contact the Vendor's dedicated customer service representative, by telephone, or fax or World Wide Web based technology and request information regarding the availability of further discounts on a bulk purchase. The Vendor's Procurement Department will then contact the publisher/manufacturer and secure the best possible pricing available based on the quantities specified.

2.3.9.3.2 As volume breaks and/or volume rebates are very difficult to manage and administer, the Vendor will extend to the City a pricing structure based on estimated volume during the contract period. This will afford the City with the most competitive pricing on each and every software package purchased. This pricing shall be updated regularly on a quarterly basis.

2.3.9.4 **Publications**

The Vendor will provide the City with the most current and accurate information on existing software, new releases, and trends within the PC industry. These publications will profile the core software products used in business today.

The Vendor will provide the City with selected publishers specific licensing policies for stand-alones, LANs, their special and Volume

Purchase Programs, as well as information about their products' networking capabilities and prices. The Vendor will highlight the most commonly used and upgraded software products. This shall include customized price lists reflecting City negotiated VLM's, available on both electronic and hard copy format.

2.3.9.5 **Clipping Service**

The City will also receive a clipping service of industry-specific articles which will inform it of new releases and upgrades to the City's major products, as well as detailed product reviews which highlight the strengths and capabilities of various software applications.

2.3.9.6 **Electronic Distribution**

The City intends to migrate to this form of distribution. As part of their proposal, the Vendor will offer a separate project plan, detailing the costs and features for the City's migration to direct electronic distribution or Internet distribution of software.

2.3.10 **Management/Purchase Reports**

The Vendor will provide the City with open-order status and purchase activity reports every month. For the City's convenience these reports will be formatted according to the City's specifications. The Vendor will strive to help the City make informed software decisions while minimizing time and effort it takes to keep track of its purchases. The City shall furnish to the successful Vendor a list of all City departments upon execution of the contract resulting from this RFP.

2.3.11 The Vendor will provide at least the following reports on a monthly basis; all reports to be delivered to the City shall be in electronic form and, if requested, hard copy, upon request.

2.3.11.1 Open Order Report - details any item not yet shipped, referencing department, purchase order number, order date, product description, quantity, expected due date. Frequency: weekly.

2.3.11.2 Detailed Summary Report – details purchase activity by purchase order number, and can be broken down by division, listing department, product identification. Frequency: monthly.

- 2.3.11.3 Item Summary Report - details product purchased by product identification, description of product, quantity purchased, unit price and extended price and department. Frequency: monthly.
  - 2.3.11.4 Monthly Statement - details Accounts Receivable statement giving Open Invoices and Credit Memos issued. This shall reference department, purchase order number, purchase date, invoice amount and total amount due. Frequency: monthly.
  - 2.3.11.5 Monthly Savings Report - details savings compared to retail pricing; that is, the Vendor will provide to the City reports stating the savings generated by the City based upon retail cost versus contract costs of the software, etc., based upon the volumes that the City orders, subtotaled by department. Frequency: monthly.
  - 2.3.11.6 Technical Support Call Log - details user name, department, phone number, date and item of call, description of request. Frequency: monthly.
- 2.3.12 To further provide the City a centralized source of monitoring, the Vendor shall furnish the City central services with customized purchase reports detailing products purchased by the City's departmental sites, including Individual Copies Ordered, Upgrades Ordered, Non-Standard Items Ordered, Licenses, Number of Returns, Number of Defective Copies, Cumulative Annual Usage to Data by Department Number, consolidated Cumulative Annual Usage Combining All Departments.

## 2.4 **License Agreements**

With their proposal, Vendors must submit copies of any license agreements that will be necessary for the City to execute with any software publisher, to include, at a minimum, Novell, Microsoft, Symantec, IBM/Lotus, NetManage and Adobe.

## 2.5 **Personnel, Employment Practices, Staffing and Schedules**

### 2.5.1 **Technical Team/Support Staff**

- 2.5.1.1 The Vendor's technical support staff shall consist of professionals who have been certified by the publisher of the software products who have hands-on product knowledge and sufficient years of experience to enable them to handle a contract of the size and scope as that described in this RFP. Their areas of expertise will include operating systems and local area networks.

These professionals will have extensive training in applications, client/server operating systems, and network connectivity software in the MS2000, Windows 95, Windows NT, OS/2 and UNIX environments.

- 2.5.1.2 If the Vendor provides on-line ordering capability, the City would like to take advantage of this service in addition to other technical services ranging from phone support to on-site client/server development. The Vendor will maintain up-to-date information on computer products and trends making these available to the City including product, licensing and upgrade information; new product announcements; product reviews; and articles on industry trends. Additionally, at such time as the City implements Electronic Data Interchange, the Vendor will support this technology allowing the City to place orders electronically, receive acknowledgments, change purchase orders, receive changes to purchase orders, receive invoices, and receive advance ship notices.

## 2.5.2 **Account Executive**

The Vendor will appoint an Account Executive responsible for the City's account. The Account Executive will be the main point of contact between the City's Software Team and the Vendor. The Vendor's Account Executive will also be responsible for proactively informing their key contacts in the City of anticipated new releases of products.

## 2.5.3 **Quality Control Plan**

- 2.5.3.1 The Vendor will empower its representative to the City to identify and solve problems at the first line level without extensive escalation. If escalation is required, service response and resolutions will not require extensive and complex negotiations.
- 2.5.3.2 To evaluate this Vendor policy and procedure, the Vendor will implement a Quality Control Plan to measure customer satisfaction. Dissatisfactory ratings by departments will be reviewed by MOIS and could be the basis for terminating the City's contractual relationship with the Vendor.
- 2.5.3.3 The plan shall be submitted as part of the proposal. An updated copy must be submitted to MOIS or their designee within two (2) weeks prior to the start of service and as any changes occur.
- 2.5.3.4 The original plan and any future amendments shall include, as a minimum, the following:

- 2.5.3.4.1 an inspection system covering all the services required by this RFP; and
- 2.5.3.4.2 methods for identifying and preventing deficiencies in the quality of services performed before the level of performance becomes unacceptable.

2.5.3.5 To remedy any City identified deficiency, the Vendor will submit written plans with timetables and measurable improvement targets. Meetings will be scheduled on a regular basis between MOIS and the Account Executive to review progress and obtain feedback. While these meetings will continue on a regular basis throughout the contract period, the meetings required will decline in frequency from the initial start-up level.

#### 2.5.4 **On-Site Representative**

2.5.4.1 It is the City's preference that the Vendor provide on-site representation at the MOIS Operational Support Center between two (2) and five (5) days per week as required, however, the Vendor may offer an alternative plan for on-site representation and submit with their proposal. The proposed job responsibilities will include: software order entry, status of software orders, provision of return authorization numbers and handling of all software returns, upgrade management, maintenance of patch diskette and driver library, arrangement of on-site upgrade events, provision of simple configurations, assistance with first level PC Help-Desk at the Operational Support Center, distribution of pertinent industry information to key support staff members on a regular basis, distribution of software to user community, entry of asset tracking information, and automated functions.

2.5.4.2 The Vendor will **provide, and** identify the staff available to conduct, site visits **to City facilities** on a regular basis to perform needs analyses and consulting, and to **otherwise** assist in determining the City's commercial software requirements. Additionally, a dedicated customer service representative or a team of account representatives will manage the daily account activities such as order placement, open order status, shipping/billing inquiries and special order pricing, thereby, providing Citywide coverage for all City locations.

2.5.4.3 The Vendor will propose the candidate for the On-Site Representative and the City reserves the right to accept or reject the candidate and to request that another candidate be selected by the Vendor. The City will have final approval on the selection of the On-Site Representative.

2.5.5 **Site Visit**

The City shall have the right to request and visit the Vendor's corporate headquarters and to meet the entire Vendor team. This site visit could occur on an annual basis and as required at the City's request, in anticipation of special large volume purchases.

2.5.6 **Inside Sales Customer Service Representative (CSR)**

The Vendor's CSR will be dedicated to the day-to-day administration of the City's business with the Vendor and will provide ordering, pricing and availability information, return authorization, and quotes. As each call comes in from the various City departmental locations, the CSR shall record the time, the name of the caller, and the nature of the call in an Open Call Log. The CSR's goal shall be to resolve each request in the same phone call. The Open Call Log shall be monitored throughout the day by the CSR and the Account Executive to ensure that all open calls are resolved as quickly as possible. If the call is received via voice-mail, the goal shall be to return the call within one hour.

2.5.7 **Response Time**

The Vendor's CSR will be available during the City's normal business hours: 8:30 am to 5:00 PM., EST, Monday through Friday. The Vendor shall address the method(s) by which it can ensure prompt response to the City's telephone requests (e.g., voice mail, back up personnel, etc.). Call abandon rate shall not exceed five (5) percent (%) and wait time shall not exceed three (3) minutes.

2.5.8

**Electronic Communication with the Vendor**

The Vendor shall have an easy to use, interactive database and 1-800 telephone number that gives the City the ability to query all relevant account information, to process orders, and to communicate with the Vendor's inside CSR Sales Representatives. This system will allow the City to take advantage of storage and forward technology to increase speed and decrease the amount of connect time required. Electronic communication or WEB access (i.e., PC dialogue) will allow the City to:

- 2.5.8.1 Enter orders
- 2.5.8.2 Check the status of current open orders
- 2.5.8.3 View shipped orders
- 2.5.8.4 Check inventory availability
- 2.5.8.5 Check pricing and availability of an item
- 2.5.8.6 Send electronic mail to their staff

The Vendor will provide electronic communications for the City via a standard PC hardware, network interface card (Ethernet), software, and Internet. This configuration will be delivered when the contract is executed between the Vendor and the City for use by MOIS.

Vendor shall provide the City Department with a 1-800 telephone number and WEB site address below:

**TELEPHONE NUMBER:** \_\_\_\_\_

**WEB SITE ADDRESS:** \_\_\_\_\_

2.5.9

**Training**

The Vendor will coordinate regular "Train-the-Trainer" sessions to be held on-site at the City's chosen designations with the publishers of the City's core products. These sessions will be customized specifically to meet the City's training needs. The Account Executive will schedule regular meetings with key support personnel in the City, and will coordinate these training sessions with the MOIS Training Director.

2.5.10 **Electronic Bulletin Board or WEB Site**

This service will consist of a user forum, question and answer functions, and file transfer capabilities. Information is accessed from menu options.

2.5.11 **Help-Desk**

2.5.11.1 **Service Levels**

2.5.11.1.1 The Vendor's technical support will be available during normal City business hours 8:30 a.m. - 5:00 p.m. EST, Monday through Friday. The City may also leave technical support questions after hours via voice-mail; the Vendor shall guarantee a one-(1) hour response time to all voice-mail messages during normal business hours. In addition to the live telephone answering and voice support options, the Vendor shall provide access to the technical support via bulletin board services or WEB site, which will be available 24 hours per day. The technical support by a bulletin board or WEB site shall be a guaranteed two- (2) hour response, again during normal business hours.

2.5.11.1.2 The Vendor will provide the City staff with a summary of all hotline calls, including date of call, caller name, hardware/operating systems environment, description of question, solution and the date and time the call was closed.

These reports will be submitted to the City on a monthly basis. The Vendor will not require on-site facilities at the City.

2.5.11.1.3 The Vendor's technical staff will provide telephone support for software upgrade installation.

2.5.11.1.4 In the event the City chooses to implement Vendor provided on-site technical assistance, the Vendor will provide the mechanism for this implementation. This service will include full time on-site persons to provide acquisition services, technical support and software installation services.

2.5.11.2 The Vendor will track all inbound requests for technical support. Calls will be tracked at the time the call was received (opened). Vendor will describe the methods he/she will employ to enforce this requirement, to include calls between the Vendor and the City as well as between the Vendor and the Vendor's supplier(s) or technical support resources. The intent is to measure the actual time elapsed between the original request for help and its subsequent resolution.

## 2.5.12 **Account Management**

The Vendor shall control and minimize the City's costs on all products that it commonly buys and for which competitive pricing is regularly available in the marketplace. To sharpen the Vendor's competitive edge, the City will be constantly seeking the best solution and lowest cost possible. The costs the Vendor obtains from publishers or through distributors on all stocked items will be used to compute the Vendor's prices, so the City automatically benefits from all negotiating successes the Vendor has. In the event that the City brings to the Vendor's attention a lower competitive price for an item or items, the Vendor will make its best effort to meet or improve upon this pricing. Vendor will define the process and the form to be used by the City and the Vendor to achieve this pricing reconciliation in his/her response to this RFP. All exceptions must be reported by the Vendor on a monthly basis.

## 2.6 **Pricing Scheme**

2.6.1 Vendor shall submit pricing for three sets of products:

2.6.1.1 The standard City software products specified in para. 2.1.1.

2.6.1.2 All other products from manufacturers with which the Vendor has license distribution arrangements.

2.6.1.3 Other services which the City has requested.

2.6.2 The Vendor's pricing to the City contained in their submitted proposal will be based on the actual costs from the manufacturer and, where applicable, City's volume purchase agreement pricing plus the proposer's percentage markup that proposer will pass on to the City.

2.6.2.1 Unit prices quoted will be valid for a period of one-hundred and twenty (120) days from the due date of the proposal.

- 2.6.2.2 The percentage markup quoted will remain firm throughout the duration of the contract although it may be lowered at any time during the contract by the Vendor.
- 2.6.2.3 Any new software packages that are updated versions of previously quoted products will be priced at the same percentage markup as the previous version.
- 2.6.2.4 Any new software packages not listed on the enclosed pricing will be priced at the Vendor's percentage markup as stated in the proposal.
- 2.6.2.5 Pricing will be updated quarterly throughout the period of the contract, with 30-day prior notice of price changes. At any time during the contract that prices from Vendor's supplier to Vendor are decreased, the City must receive the benefit of these price decreases.

2.6.3 While the City's standard products shall be offered at substantial discounts, all other products on the Vendor's price list will also be offered at discounted levels.

2.6.4 **Pricing for Other Services as Requested in this RFP:**

Vendor will submit, along with the pricing scheme for the software packages specifically required by this RFP, its prices for the services specifically referred to in this RFP, if these services are available through the Vendor's organization. If Vendor has other services that it can offer to the City, these services should also be enumerated and priced if there is an associated price connected with the service(s).

2.6.5 The Vendor shall include his/her pricing scheme in the proposal.

2.6.6 **Audits**

The Vendor agrees to provide the City with auditing privileges and provide proof of increase in its costs with notice of price increases at the City's request. This information will be available both in hard copy format and customized on diskette in the City's required format.

2.6.7 **Additional Discounts**

2.6.7.1 The Vendor will alert the City to special promotions/bundles that are offered through major publishers. The Vendor's Account Executive/Customer Service Team will proactively alert the City to these offerings as they become available. The Vendor will also alert the City of special pricing for limited time periods on newly released upgrades. The City will also be proactively alerted to take advantage of these special pricing events.

- 2.6.7.2 The Vendor will participate in all published Trade-up and Competitive Product Upgrade promotions. As some of these are time-sensitive, the Vendor will proactively alert the City to these events.
- 2.6.7.3 In the event the City has a large volume purchase, the Vendor will offer services to research additional discounts and extend those to the City.
- 2.6.7.4 Where publishers offer rebates or coupons on purchases made through the retail channel, the Vendor will participate and restructure its program with the City to meet the City's needs. The Vendor will offer the rebate at time of purchase and discount it from the City's invoice at point of sale.

## 2.6.8 **Volume Licensing**

- 2.6.8.1 On certain agreed upon products that qualify for publisher's volume pricing, the Vendor will authorize the end user to copy from a master disk centrally located. At the end of the month or quarter, the Vendor's personnel will reconcile software requisitions with the number of authorized master disk copies and then file appropriate reports with the various publishers or perform whatever procedures are required, relieving the City of that responsibility. The Vendor can negotiate with the City to report software purchases through specific volume purchase programs to the publishers.
- 2.6.8.2 If the publisher does not have a volume licensing program, the Vendor, on behalf of the City, shall attempt to have the publisher establish a discounted unit price, outside of their publicly available prices.

If the Vendor's efforts are unsuccessful in the case of any given publisher, the Vendor would administer the master copy distribution programs that those publishers do allow, so as to arrive at the desired solution.

The Vendor will always work to secure these licenses and other matter distribution alternatives for the benefit of the City. For site licenses and/or master distribution programs, additional documentation can be ordered separately.

## 2.7 **Payment Terms**

The Vendor will be paid by the City through the City's normal accounting procedures. Payment can normally be expected within forty-five (45) days from date of invoice. The vendor may also choose to enroll in the City of Philadelphia's ACH Vendor Enrollment and Change Form Program (reference exhibit G).

## 2.8 **Employee Purchases**

If the Vendor agrees, it shall extend the City's corporate prices to City employees. Employees should be able to inquire about products and pricing by calling the Vendors toll free number or on-line. Shipment of requests may be made available for purchase via credit cards accepted by the Vendor. Personal checks may be accepted; however, products shall not be shipped until payment is received.

## 2.9 **Summary of Requirements**

- 2.9.1 The City is committed to obtaining superior customer value through the timely delivery of products and quality technical information and services. The Vendor must be a key dealer for the shrink-wrap software as identified in para. 1.1 as well as other major publishers as identified and verified in Vendor's proposal. The Vendor must be able to provide the City a wide range of products and services at the most competitive prices. With a high level of flexibility, the Vendor will be the premier single source of software.
- 2.9.2 The Vendor, as a result of its position and expertise in the shrink-wrap software industry, will prove to be a valuable resource to the City. By identifying and implementing existing and future industry technologies, the Vendor will assist the City in lowering costs while increasing flexibility and productivity. The Account Executive will work with the key City personnel to understand the City's present needs and future direction.
- 2.9.3 The Vendor will help make the smooth transition throughout the City's workforce to reduce costs by choosing to standardize software packages. The Vendor will help identify software products which will be used on all the different platforms, i.e., DOS Windows and UNIX. The Vendor will help coordinate the review, decision and the migration to packages such as Word for word processing, Lotus and Excel for spreadsheeting, etc.

This will allow better exchange of information Citywide, resulting in reduced costs and increased productivity as end-users would be able to use software with common keystrokes, capabilities and features.

2.9.4 The Vendor must be committed to a business partnership with the City and must be flexible enough to identify and respond to changing technologies, communicate these trends to the City, and provide the resources to allow successful implementation.

## 2.10 **Responsiveness**

Proposals must satisfy all requirements set forth in this RFP. Any proposal that does not adhere strictly to RFP requirements may, in the sole discretion of the City, be rejected, as not responsive to the RFP, without further consideration. Proposals will be evaluated, in part, according to whether the Respondent meets the qualifications described in the RFP and submits a Proposal complying with all RFP requirements. The City reserves the right, in its sole discretion, to determine whether any deviation(s) from or exception(s) to RFP requirements make the Proposal non-responsive or otherwise unacceptable such that the Proposal will be rejected without further consideration.

## 2.11 **Disclaimer**

This RFP and the process it describes are proprietary to the City and are for the sole and exclusive benefit of the City. This RFP is not binding on the City. No other party, including any Respondent to this RFP or future Respondent to any RFP that may be issued by the City, is intended to be granted any rights hereunder. Any response to this RFP, including written documents and verbal communication, may be subject to public disclosure by the City, or any authorized agent of the City, and any materials submitted or ideas elicited in response to this RFP shall be the sole and absolute property of the City with the City having title thereto and unrestricted use thereof.

## 2.12 **Publicity**

All publicity (including, but not limited to, news releases, news Conferences, and commercial advertising) relating to this RFP and/or the services or products sought by this RFP and/or any contract awarded pursuant to this RFP shall require the prior written approval of the City.

## 2.13 **Respondents Restricted**

No Proposal 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. No Respondent may be the prime contractor or prime Respondent for more than one Proposal submitted pursuant to this RFP. Entities that are legally related to each other or to a common entity may not submit separate Proposals as prime contractors or prime Respondents. Any Proposal may be rejected that, in the City's sole judgment, does not comply with these conditions. Nothing contained in this RFP is intended to preclude a Proposal by a system integrator that proposes to perform the substantive work proposed through subcontractors.

2.14 **Participation of Disadvantaged, Minority, Woman and Disabled Owned Business Enterprises in City Contracts.**

2.14.1 This RFP is subject to City of Philadelphia Mayor's Executive Order 02-05. See Exhibit F for the document entitled Participation of Disadvantaged, Minority, Woman and Disabled Owned Business Enterprises in City Contracts”.

2.14.2 When M-BE, W-BE or DS-BE ranges are required on an Invitation and Bid, bidders are reminded that the submission of a blank “Minority Business Enterprise Council Solicitation and Commitment Form” will be deemed non-responsive and ineligible for an award. Bidders are reminded to read carefully and entirely the “Bidder’s Guidelines relating to Executive Order 02-05”.

OR

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

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

2.15 **Acceptance of the Terms and Conditions of This RFP**

All Proposals submitted are subject to the terms and conditions set forth in this RFP. The Respondent, by signing and submitting its Proposal, and/or submitting its Proposal and signing the Proposal transmittal letter required by Section 3.1.7, Transmittal Letter, expressly acknowledges and agrees to all terms, conditions and requirements contained in this RFP.

2.16 **Proposal Submission, Evaluation and Selection**

2.16.1 **General**

The City reserves the right, in its sole discretion, to reject all Proposals and reissue this RFP at any time prior to execution of a final contract; to require, in any RFP for similar products and/or services that may be issued subsequent to this RFP, terms and conditions that are substantially different from the terms and conditions set forth in this RFP; and/or to cancel this RFP with or without issuing another RFP.

## 2.16.2 **Rights and Options Reserved**

The City reserves and in its sole discretion may, but shall not be required to, exercise the following rights and options with respect to the Proposal submission, evaluation and selection process under this RFP:

- (a) To reject any Proposals if, in the City's sole discretion, the Proposal is incomplete, the Proposal is not responsive to the requirements of this RFP (see "Detailed Project Requirements" in the RFP appendices), the Respondent does not meet the Qualifications set forth in the RFP, or it is otherwise in the City's best interest to do so;
- (b) To supplement, amend, substitute or otherwise modify this RFP at any time prior to selection of one or more Respondents for negotiation and to cancel this RFP with or without issuing another RFP;
- (c) To accept or reject any or all of the items in any Proposal and award the contract(s) in whole or in part if it is deemed in the City's best interest to do so;
- (d) To reject the Proposal of any Respondent that, in the City's sole judgment, has been delinquent or unfaithful in the performance of any contract with the City or with others, is financially or technically incapable or is otherwise not a responsible Respondent;
- (e) To reject as informal, non-responsive, or otherwise non-compliant with the requirements of this RFP any Proposal which, in the City's sole judgment, is incomplete, is not in conformity with applicable law, is conditioned in any way that is unacceptable to the City, deviates from this RFP and its requirements, contains erasures, ambiguities, or alterations, or Proposes or requires items of work not called for by this RFP;
- (f) To waive any informality, defect, non-responsiveness and/or deviation from this RFP and its requirements that is not, in the City's sole judgment, material to the Proposal;
- (g) To permit or reject at the City's sole discretion, amendments (including information inadvertently omitted), modifications, alterations and/or corrections of Proposals by some or all of the Respondents following Proposal submission;
- (h) To request that some or all of the Respondents modify Proposals based upon the City's review and evaluation;

- (i) To request additional or clarifying information or more detailed information from any Respondent at any time, before or after Proposal submission, including information inadvertently omitted by the Respondent;
- (j) To inspect and otherwise investigate projects performed by the Respondent, whether or not referenced in the Proposal, with or without the consent of or notice to the Respondent;
- (k) To conduct such investigations with respect to the financial, technical, and other qualifications of each Respondent as the City, in its sole discretion, deems necessary or appropriate; and
- (l) To waive and/or amend any of the factors identified in the RFP as pertaining to the Respondent's qualifications.

### 2.16.3

#### **Contract Negotiation and Award**

The City reserves and in its sole discretion may, but shall not be required to, exercise the following rights and options with respect to the contract negotiation and award process resulting from this RFP:

The City reserves the right to enter into post-submission negotiations and discussions with any one or more Respondents regarding price, scope of services, and/or any other term of their Proposals, and such other contractual terms as the City may require, at any time prior to execution of a final contract. The City may, at its sole election, enter into simultaneous, competitive negotiations with multiple Respondents or negotiate with individual Respondents seriatim. Negotiations with Respondents may result in the enlargement or reduction of the scope of services, or changes in other terms that are material to the RFP and the submitted Proposals. In such event, the City shall not be obligated to inform other Respondents of the changes, or to permit them to revise their Proposals in light thereof, unless the City, in its sole discretion, determines that doing so is in the City's best interest.

In the event negotiations with any Respondent(s) are not satisfactory to the City, the City reserves the right to discontinue such negotiations at any time; to enter into or continue negotiations with other Respondents; to enter into negotiations with firms that did not respond to this RFP and/or to solicit new proposals from firms that did not respond to this RFP, including but not limited to negotiations or proposals for components of the work, if any, that are deleted by the City from the successful Proposal or the contract resulting from it. The City reserves the right not to enter into any contract with any Respondent, with or without re-issue of the RFP, if the City determines that such is in the City's best interest.

#### 2.16.4 **Proposal Evaluation**

Proposals the City determines, in its sole discretion, are responsive to the RFP will be reviewed by a selection committee designated by the City. The City, in its sole discretion, may require any Respondent to make one or more presentations of its Proposal to the selection committee, in City offices, at no cost to the City, addressing its ability to satisfy the requirements of this RFP. The City shall not be required, however, to permit any Respondent to make such a demonstration.

Cost to the City is a material factor, but not the sole or necessarily the determining factor in Proposal evaluation. The City may, in its sole discretion, award a contract resulting from this RFP to a person or entity other than the responsible and qualified Respondent submitting the lowest price. The contract will be awarded to the Respondent whose Proposal the City determines, in its sole discretion, is the most advantageous to the City and in the City's best interest.

Proposal evaluation will include evaluation of the Respondent's qualifications, based on Package #1 of the Proposal and such other information and investigations as the City deems necessary and appropriate; and evaluation of the Qualifications of Respondent and Cost Proposals as set forth in Package #2 of the Proposal. The City, in its sole discretion, may, but shall not be required to, reject without further consideration the Proposal of any Respondent that has not demonstrated, in the City's sole judgment, that it satisfies the qualifications criteria provided in the RFP. The City reserves the right, in its sole discretion and without notice to Respondents, to modify this evaluation procedure as it may deem to be in the City's interest.

Evaluation factors to be considered by the City include, but are not limited to, the following (no particular order of importance, weighting, or other priority is assigned to these factors or reflected by their order in the list):

- (a) Understanding of requirements and soundness of proposed methodology for delivering required services and products.
- (b) The impact of the proposed services and delivery methodology on the operations of the using department, and the demonstrated ability of the services to enhance operational efficiency and effectiveness;
- (c) The Respondent's financial qualifications to perform the work required by the RFP, as presented in its Proposal and determined by any other investigations conducted or information obtained by the City;
- (d) References provided by the Respondent, particularly from projects of similar complexity and scope;

- (e) Commitment and ability to furnish the required services within the time frame specified in the Proposal;
- (f) The Cost Proposal;
- (g) Demonstrated ability to provide software services comparable to those requested in this RFP;
- (h) Compliance with RFP Requirements, including, but not limited to, the ability of the specific services proposed to satisfy the RFP's performance and other requirements; and
- (i) Any other factors the City considers relevant to the evaluation of the proposal.

#### 2.16.5 **Site Inspections**

The City may, at its sole option, inspect the Respondent's work at one or more sites where the Respondent's or a proposed subcontractor's products are installed or services have been provided. If a list of such sites is not required elsewhere in this RFP or included in its Proposal, the Respondent will promptly provide such a list upon written request by the City.

#### 2.16.6 **Prime Contractor Responsibility**

All subcontractors will be subject to approval by the City. Prior to contract execution, the successful Respondent will be required to furnish the corporate or company name and the names of the officers and principals of all subcontractors. Notwithstanding any such approval by the City, the successful Respondent shall itself be solely responsible for the performance of all work set forth in any contract resulting from the RFP, and for compliance with the price and other terms provided in the contract. The successful Respondent shall cause the appropriate provisions of its Proposal and the contract to be inserted in all subcontracts.

The City's consent to or approval of any subcontract or subcontractor Proposed by a Respondent shall not create or purport to create any obligation of the City to any relationship or relationship of privity between the City and the subcontractor. Any Respondent who obtains such approval or consent of the City shall be required to insert a clause so providing in all subcontracts.

## 2.17 **Responsibility for Proposal Costs**

The Respondent shall be solely and fully responsible for all costs associated with the development, preparation, transmittal, and submission of any Proposal or material submitted in response to this RFP. The City may, in its sole discretion, ask selected Respondents to present their Proposal in person to the City's representatives at the City's offices, and the costs of such presentations, shall be solely the responsibility of the Respondent.

The City assumes no contractual or other obligations as a result of the issuance of this RFP, the preparation or submission of a Proposal by a Respondent, the evaluation of Proposals, the Respondent's conduct of presentations, or the selection of any Respondent for further negotiations. There may be no claims whatsoever for reimbursement from the City or any of its consultants for such costs. All costs incurred by the Respondent during the selection process and during negotiations will be solely the responsibility of the Respondent.

## 2.18 **Proposal Security**

Respondents must submit, with their Proposal, a proposal bond executed on the City's Form (Exhibit E) in the amount of 10% of the total amount of the proposal. For the purposes of this RFP, the amount shall be based upon the estimated contract amount for the first year of the contract as shown in Paragraph 4.3.2 below. A proposal which is not accompanied by this required security may, in the sole discretion of the City, be rejected.

Proposal Security may be retained by the City and forfeited by the Respondent as liquidated damages to the City if the Proposal is accepted and a contract is awarded thereon, but the Respondent fails to execute a contract in conformance with its Proposal, or fails to furnish the required security bond(s) and insurance in accordance with this RFP and the contract. The City reserves the right to pursue any other rights or remedies it might have against the Respondent, at law or in equity, including but not limited to the right to hold the Respondent liable for the actual loss or damage sustained by the City as a result of the Respondent's failure to execute a contract or furnish the required surety bonds and insurance. Proposal security may be canceled or withdrawn by the Respondent after One Hundred and Eighty (180) days if no contract has been awarded to the Respondent in that time. Failure to submit Proposal security as required herein may, in the City's sole direction, result in disqualification of the Respondent and rejection of the Proposal.

## 2.19 **Withdrawal or Modification of Proposals**

Respondents may withdraw or modify their Proposals at any time prior to the Proposal Submission Date provided in Section 1.5, Proposal Submission Date; Anticipated Procurement Schedule, by written notice of withdrawal or written submission of the modification, signed in the same manner and by the same persons who signed the Proposal. Such written notice must be addressed to the City Primary Contact as specified in Section 1.6.

## 2.20 **Contract Not Exclusive**

Nothing contained in this RFP or in any contract resulting from this RFP shall preclude the City from entering into contracts with software publishers and Vendors other than the successful proposer, for standard Commercial software or other software (including, without limitation, software published by entities identified in the RFP and other software offered by the successful proposer), and/or for software management and other services required by the RFP, at prices that are different from those offered in the successful proposal. Nothing contained in this RFP or in any contract resulting from this RFP shall preclude the City from purchasing standard commercial software or other software offered by the successful proposer through contracts of the Commonwealth of Pennsylvania, or contracts of other local, state, or federal government entities (including without limitation, contracts of cooperative buying groups of government entities).

## **SECTION 3 - PROPOSAL REQUIREMENTS**

### 3.1 **Administrative Requirements**

Respondents are expected to comply with all administrative requirements provided in this Section 3.1

#### 3.1.1 **Respondent Registration; Web Site Publication of the RFP**

The City requires that all prospective Respondents register with the City, by signing the attendance sheet and any additional registration documents required by the City at the Pre-Proposal Meeting or provided in Section 3.1.8, *Proposal Submittal Requirements*.

The City will exercise reasonable efforts to ensure that all Respondents attending the Pre-Proposal Meeting and registering as described will receive notices, and/or addenda to the RFP that are issued by the City; the City accepts no responsibility with respect to such notices and addenda for Respondents that have not registered. A Respondent's failure to comply with this registration requirement may, at the City's sole discretion, result in rejection of its Proposal without further consideration.

The City anticipates that this RFP will be made available to prospective Respondents and others by posting it on the following Website (the "RFP Website"): [www.phila.gov/Click on Online Applications/Bids on Web](http://www.phila.gov/Click on Online Applications/Bids on Web) Except as expressly provided otherwise on the web site, Respondents that obtain the RFP via the web site shall be bound by all instructions, disclaimers, terms and conditions for viewing, downloading and/or printing the RFP that are posted on the "Terms of Use" page of the site (accessed by clicking on the "Terms of Use" link on the Phila.Gov Home Page). These Terms of Use are incorporated in and made a part of this RFP by reference.

Proposals must be submitted in accordance with this Section 3, and may not be submitted by electronic mail or any form of communication with or through the web site.

### 3.1.2 **Pre-Proposal Meeting**

A Pre-Proposal Meeting to review the requirements of this RFP will be held in Philadelphia, Pennsylvania on Monday, **May 21, 2007 @ 1:00 PM** at the following location: Municipal Services Building, 1401 J.F.K. Boulevard, Room 170 B, Philadelphia, PA 19102.

The City believes that attendance at the Pre-Proposal Meeting is essential for successful participation in this RFP procurement and expects every Respondent to attend. The City reserves the right, in its sole discretion, to reject any Proposal submitted by a Respondent that does not attend the Pre-Proposal Meeting, but may, in its sole discretion, consider such a Proposal if it deems consideration to be in the City's best interest, or determines that the Respondent's failure to attend was caused by circumstances reasonably beyond the Respondent's control.

3.1.3 Addenda to the RFP; Requests for Information; Inconsistencies the City may, in its sole discretion, issue addenda to this RFP containing responses to questions and requests for information, addressing matters raised at the Pre-Proposal meeting(s), clarifications of the RFP, revisions to the RFP, or any other matters that the City deems appropriate. Addenda will be issued to registered Vendors and may also be obtained at the RFP Website.

Notification of the posting of addenda to the RFP on the RFP Website will be emailed to the contact person designated by the Respondent. If Respondents wish to be notified by U.S. Mail, they must so request in writing addressed to the Primary Contact.

All questions, requests for clarification, and requests for additional information regarding this RFP must be submitted to the City's Primary Contact not later than **Thursday, May 24, 2007 @ 4:00 PM.** All such questions and requests must be submitted in writing, by facsimile, U.S. mail, private delivery service, or hand delivery (submissions by electronic mail or by any form of communication through the City's web site are not acceptable, and may, in the City's sole discretion, be disregarded). Responses to such questions and requests shall be at the City's sole discretion and nothing in this RFP shall create an obligation by the City to respond to the submitting party or at all. Responses may, in the City's sole discretion, be by published addendum addressed to all prospective Respondents attending the mandatory Pre-Proposal Meeting and registering; or by communication directly with the submitting party, without notice to other prospective Respondents.

No oral response by any employee or agent of the City shall be binding on the City, or shall in any way constitute a commitment by the City.

If a Respondent finds any inconsistency or ambiguity in the RFP or an addendum to the RFP issued by the City, the Respondent is requested to notify the City in writing.

#### **3.1.4 Authorized Signature; Certification**

The Proposal must contain the signature of a duly authorized officer or agent of the Respondent's company who has the power to bind the company to the requirements, terms and conditions contained in this RFP. Proposals submitted without such signature may, in the City's sole discretion, be rejected without further consideration.

The Respondent, by signing its Proposal, certifies (i) that its Proposal is genuine and is not made in the interest of, or in the behalf of, any undisclosed person, firm, or corporation; (ii) that it has not directly or indirectly induced or solicited any other Respondent to put in a false or sham Proposal; (iii) that it has not solicited or induced any other person, firm, or corporation to refrain from submitting a Proposal; and (iv) that it has not sought by collusion to obtain for itself any advantage over any other Respondent or over the City.

#### **3.1.5 Proposals Binding**

By signing and submitting its Proposal, and/or submitting its Proposal and signing the Proposal transmittal letter required by Section 3.1.7, Transmittal Letter, each Respondent agrees to be bound by the terms and conditions, including, without limitation, the prices stated therein, for a period of one hundred and eighty (180) days from the Submission Date. A Respondent's refusal to enter into a contract that reflects such terms and conditions may, in the City's sole discretion, result in rejection of the Proposal, termination of any negotiations with the Respondent, and/or Respondent's forfeiture of the Proposal Security as set forth in the "Proposal Security" section below.

It shall be the Respondent's responsibility to review and verify the completeness of its Proposal.

Respondents may withdraw or modify their Proposals at any time prior to the Submission Date by written notice of withdrawal or written submission of the modification, signed in the same manner and by the same person(s) who signed the initial Proposal, to the City's Primary Contact. The City reserves the right, at its sole discretion, to permit or require modifications to any Proposal after it is submitted, as set forth in the "Reservation of Rights" sections of the RFP.

#### **3.1.6 Proposal Processing Fee**

In addition to proposal security and any other fee or monies required to be submitted with the proposal, the proposal shall be accompanied by a nonrefundable processing fee in the amount of \$50.00. Failure to submit the Proposal Processing Fee may result in the Proposer's disqualification from award. In addition, if an award is made pursuant to this proposal, any unpaid processing fees owed by the Proposer to the City must be paid prior to the City's release of any payments under the contract.

### 3.1.7 Transmittal Letter

One signed original transmittal letter, on the firm letterhead of the Respondent, and ten (10) copies of the letter shall accompany the Proposal. The original letter shall be signed by a person with authority to bind the Respondent to all terms of the Proposal. Submission of the signed letter with the Proposal constitutes the Respondent's acceptance of all terms, conditions, and requirements of the RFP, and further binds the Respondent to all terms of the submitted Proposal.

The transmittal letter shall include all of the following:

- (a) The name, street address, mailing address if different, email address, telephone number, facsimile number, and web site address (if any) of the firm submitting the Proposal;
- (b) The name, street address, mailing address if different, email address, telephone number, and facsimile number of the person to contact in connection with the Proposal;
- (c) The title of the RFP and the City RFP number (if any), as set forth on the cover page of the RFP;
- (d) The following statement: By this letter, \_\_\_\_\_ [insert firm name of Respondent] submits its Proposal in response to City of Philadelphia Request for Proposals For \_\_\_\_\_ [insert RFP title and RFP number, if any, from RFP cover page]. By signing this letter, the undersigned binds \_\_\_\_\_ [insert firm name of Respondent] to all terms of the Proposal; represents and warrants that s/he has the authority to so bind \_\_\_\_\_ [insert firm name of Respondent]; and acknowledges that \_\_\_\_\_ [insert firm name of Respondent] and the undersigned each understands and accepts the terms, conditions, and requirements of the foregoing Request for Proposals.
- (e) The name, street address, email address, telephone and facsimile numbers and contact person of the firm which will guarantee performance of the Contract if it is a firm other than the Respondent (including, but not limited to, parent corporations);
- (f) A statement that the Proposal remains open and valid until at least one hundred and eighty (180) days from receipt of the proposal (or such different time as may be provided in Section 3.1.5, Proposals Binding);
- (g) A statement that the participation ranges for Minority, Women, and Disadvantaged Business Enterprises specified in Section 2.14 of the RFP will be met; or, if the ranges will not be met, a statement to that effect, with documentation (referenced in and attached to the transmittal letter) as to why the ranges cannot be met as provided in Section 2.14 and Exhibit F;

- (h) Attached to the transmittal letter shall be the Proposal Security in accordance with Section 2.18, Proposal Security and the Proposal Processing Fee in accordance with Section 3.1.6, Proposal Processing Fee.

### 3.1.8 Proposal Submission Requirements

Proposals submitted in response to this RFP shall be sent to the City Procurement Department, Municipal Services Building, Room 170 (Bid Room) 1401 J.F.K. Boulevard, Philadelphia, PA 19102 (see "General Information" section of this RFP).

Submission Date, Time, and Place. All copies of the Proposal must be received not later than **Monday, June 4, 2007 @ 10:30 AM** at the following location: City Procurement Department, Municipal Services Building, Room 170 (Bid Room) 1401 J.F.K. Boulevard, Philadelphia, PA 19102 The City reserves the right, in its sole discretion, to reject and return without evaluation any Proposal received after the Proposal submission time and date, whether it is delivered by United States mail or otherwise.

Submissions In Electronic and Hard Copy Format. All Proposals must be submitted in both electronically on CD Rom Disk and in typewritten "hard copy" format. Submission by facsimile, by electronic mail, or by any form of communication through the City's web site, will not be accepted. The Proposals, including all graphs and charts, with no exceptions, shall be neatly typed or printed on 8-1/2 in. x 11 in. paper. Proposals shall include a table of contents listing all sections, figures, and tables and their corresponding page numbers.

#### Qualifications and Cost Proposals in Separate Packages.

Respondents will submit Proposals in two separate packages (the details for each package are provided below):

- Package 1 - Vendor Qualifications  
Package 1 will set forth the Respondent's qualifications, and must be labeled on the cover with "Volume Purchase of Standard Commercial Software and Related Services Proposal, Package 1 – Vendor Qualifications." The required contents of Package 1 are defined in the "Qualifications of Respondents" Section 3.2 below.
- Package 2 – Cost Proposal  
Package 2 will set forth the Respondent's Cost Proposal, and must be labeled on the cover with "Volume Purchase of Standard Commercial Software and Related Services Proposal - Package 2 -Cost Proposal" Section 3.3 below

Each package must be clearly marked on the cover with the Respondent's name and the RFP title and number, if any. The City will not be responsible for premature opening of Proposals not properly labeled.

One original and three (3) complete copies of each package must be submitted.

## 3.2 **PACKAGE 1- Qualifications of Respondents**

Proposals will be evaluated, in part, on the Respondent's ability, in the City's sole judgment, to demonstrate technical and financial capacity to perform the work it proposes in accordance with the requirements of this RFP. Respondents are accordingly required to furnish the information described below. The City reserves the right, in its sole discretion, to require additional or different qualifications information, and is the sole judge of whether the Respondent's submissions meet the information requirements provided below and are sufficient to demonstrate the Respondent's qualifications.

Package 1 of the Proposal should include the following sections, with the information specified for each.

### 3.2.1 **PACKAGE 1- Section 1 - Company Profiles**

- 3.2.1.1 Provide a brief history of your organization and an executive summary that describes your company's qualifications, ability and experience in furnishing software licenses and services to companies/organizations of the magnitude and scope of the City. If subcontractors are to be used to provide specific services, supply a brief history of their organization. This summary shall include number of employees and number of years in business. (See Exhibit A).
- 3.2.1.2 Indicate any parent or subsidiary relationships with other businesses.
- 3.2.1.3 Date organized to provide data processing services/software licensing services.
- 3.2.1.4 Corporate office organizational structure.
- 3.2.1.5 Company achievements in providing data processing services, to include its staff experience, certifications and any awards received for excellence.
- 3.2.1.6 List all contracts your company, related companies or subcontractors have had with the City or its related agencies in the last five years.
- 3.2.1.7 List any experiences in the last five years in which you, your company or related companies and/or subcontractor failed to successfully complete a contract. List any contractual arrangements which were canceled or not renewed for poor performance.

- 3.2.1.8 Provide a list of software publishers with whom you have contractual relationships, and indicate if you carry their full line.
- 3.2.1.9 If proposer is an authorized distributor, proper documentation from each publisher so authorized MUST accompany your response to this RFP. In addition, this RFP must be accompanied by a letter from the publishers of the software identified in para. 2.1.1 that they have, currently in place, volume purchase programs for PC software and that you are authorized to distribute all of the publisher's products.
- 3.2.1.10 Provide a list of customer references (at least five [5]) to whom your firm has provided data processing software and services and with whom the contract between your firm and the customer is similar in size and scope to that specified in this RFP. (See Exhibit C).
- 3.2.1.11 Provide the name, address and telephone number of your customer contact responsible for each account. At the discretion of the City, these persons may be contacted as references by the evaluation committee.
- 3.2.1.12 Provide references of any Government Agencies, other than the City of Philadelphia, for which the products and services described in this RFP have been provided. Include the client, date of contract, type/size of contract, telephone number and contact person.

**3.2.2 Package 1 - Section 2 - Financial Information:**

Provide the following information for your company, your partners and/or subcontractors. Vendors are to identify each submission of required information to its applicable paragraph.

- 3.2.2.1 A copy of your company's financial statements detailing balance sheet and profit and loss statement for the last three (3) years. The City reserves the right to request audited statements.
- 3.2.2.2 List bank reference(s), name and telephone number of a person familiar with your accounts, types of accounts, loans or lines of credit and relevant dates that accounts were established. These persons will be called by the City as references. (See Exhibit B)
- 3.2.2.3 List the names and telephone numbers of your major software publisher/suppliers and the annual dollar amount of business done with each. These suppliers may be called by the City as credit references and to ensure your authorization as their distributors. (See Exhibit B)
- 3.2.2.4 If you are a partnership or a joint venture, give the date of agreement, County and State where agreement was filed, and name

and address of each partner. If you are a corporation, give the date and state of organization and the names and addresses of the officers.

3.2.2.5 List all bankruptcy actions against you, your company or related companies in the last seven years.

3.2.2.6 List the Surety companies which have heretofore issued performance bonds to you for prior contracts. Give names and addresses of each Surety company, amount of each bond and the term of each bond. List any performance bonds that were called the last five years due to unsuccessful completion of the contract.

3.2.3 **Package 1 - Section 3 - Managerial and Operational Plan**

3.2.3.1 Provide a detailed summary as to how you propose to meet each of the City's requirements stated in Section 2.1 through 2.9.4.

3.2.3.2 If you have an alternate solution to any specific requirement, identify the requirement by paragraph number and detail your solution.

3.2.4 **Package 1, Section 4 - Staffing Plan** — Provide the following information about the staff to be provided:

3.2.4.1 Staffing levels and equipment to be utilized. Identify proposer's management team, its sales support team, its technical team and their background and experience.

3.2.4.2 The resume of the Account Executive that the Vendor will appoint to be ultimately responsible for the City's account and who will serve as the point of contact between the MOIS, the City and the Vendor.

3.2.4.3 Job descriptions of the Vendor's staff that the Vendor intends to use for the purposes of the contract resulting from this RFP. These descriptions shall include the experience of the technical team, the staff available to conduct site visits on a regular basis to perform needed analysis and consulting and the customer service representative or the team of account representatives who will manage the daily account activities such as order placement, open order status, shipping/billing inquiries and special order pricing, thereby providing City wide coverage for all City locations.

3.2.5 **Package 1 - Section 5 - Policies and Procedures** — The proposer shall indicate the method to be followed in establishing and revising policies and procedures. This portion of the Proposal shall include, but not be limited to:

3.2.5.1 Procedures for dealing with City's complaints about the quality and availability of items/services and other complaints to minimize the potential for problems (see para. 2.5.3).

3.2.5.2 Procedures for monthly reporting of sales and other reports as required (see para. 2.3.11).

3.2.5.3 Procedures for accountability of documents received; include procedures to be used to insure confidentiality of all documents.

### 3.3 **Package 2 – Cost Proposal**

Package 2 will contain the respondent's Cost Proposal

Respondents will state, on "Exhibit D", their price to the City for the items listed and will attach a list of associated prices, if applicable, of the services to be offered to the City through their proposal. The percentage change(s) quoted must remain firm for the life of the contract.

### **SECTION 4: City-Wide Contract Requirements**

Respondent selected to enter into final negotiations will be expected to enter into a contract with the City containing terms acceptable to the City, including, but not limited to, terms substantially similar to the insurance, indemnification and other provisions set forth or described below, which are generally required by the City in contracts for software systems and/or consulting services that involve software design, development or implementation. The City reserves the right, however, to require or negotiate different and/or additional terms and conditions in any final contract resulting from this RFP if, in the sole judgment of the City, it is in the best interest of the City to do so, without notice to other Respondents and without affording other Respondents any opportunity to revise their proposals based on such different or additional terms. (Note: The specific language of provisions marked by square brackets is to be negotiated).

Applicants may state for the City's consideration any objections to the following contract terms, or to any of the terms and conditions set forth elsewhere in this RFP, in a separate section of the Proposal. Any such objection must identify the specific section(s) objected to, state the reason(s) for the objection, and propose alternative language or terms. Requirements and terms to which no objection is asserted will be presumed acceptable to the Respondent. The City may, in its sole discretion, evaluate proposals in part according to whether the Respondent so objects, and the number and type of objections asserted.

#### 4.1 **Term and Renewal**

The initial term of the Contract shall commence on **July 1, 2007** (the “Initial Term”), and, unless sooner terminated by the City pursuant to the terms of the Contract, shall expire twelve (12) months thereafter, on **June 30, 2008**. The City may, at its sole option, amend the Contract to add up to three (3) additional successive one year terms (“Additional Terms”). Except as may be stated otherwise in such amendment, the terms and conditions of this Contract shall apply throughout each Additional Term.

#### 4.2 **Certificate of Non-Indebtedness**

The Contractor hereby certifies and represents that the Contractor and the Respondent’s parent company (ies) and subsidiary (ies) are not currently indebted to the City and will not, if awarded the Agreement, at any time during the term of 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 Contractor 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, the 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 the Contractor under the Agreement 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 Agreement for default (in which case the successful Contractor shall be liable for all excess costs and other damages resulting from the termination).

The Sub-consultant hereby certifies and represents that the sub-consultant and sub-consultant’s parent company (ies) and subsidiary (ies) are not currently indebted to the City and will not at any time during the term of the Contractor’s Agreement with the City, including any extensions or renewals thereof, be indebted to the City, for or on account or 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 Contractor 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, sub-consultant acknowledges that any breach or failure to conform to this certification may, at the option and direction of the City, result in the withholding of payments otherwise due to sub-consultant 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 sub-consultant and/or the termination of sub-consultant for default (in which case sub-consultant will be liable for all excess costs and other damages resulting from the termination).

## 4.3 Insurance; Performance and Payment Bonds

### 4.3.1 Insurance

The Contractor will be required to procure and maintain, at its sole cost and expense, the types and minimum limits of insurance described below, on the terms specified; provided, however, that the City may, at its sole discretion, establish different minimum limits based on the final scope of work for the project.

Unless otherwise approved by the City in writing, the Contractor shall, at its sole cost and expense, procure and maintain in full force and effect, covering the performance of the work, the types and minimum limits of insurance specified below. All insurance shall be procured from reputable insurers admitted to do business on a direct basis in the Commonwealth of Pennsylvania or otherwise acceptable to the City. All insurance herein, except the Professional Liability insurance, shall be written on an “occurrence” basis and not a “claims-made” basis. In no event shall work be performed until the required evidence of insurance has been furnished.

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. The City of Philadelphia, its officers, employees, and agents, shall be named as additional insured on the General Liability Insurance policy. An endorsement is required stating that the coverage afforded City and its officers, employees, and agents, as additional insured, will be primary to any other coverage available to them and, that no act or omission of City shall invalidate the coverage.

- (a) Workers Compensation and Employers Liability
  - Workers Compensation: Statutory limits
  - Employers Liability: \$500,000 each Accident - Bodily Injury by Accident; \$500,000 Each Employee - Bodily Injury by Disease; and \$500,000 Policy Limit - Bodily Injury by Disease.
  - Other States coverage and Pennsylvania Endorsement.
  
- (b) General Liability Insurance
  - Limit of liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; \$1,000,000 personal and advertising injury; \$2,000,000 general aggregate and \$1,000,000 aggregate for products and completed operations.
  - Coverage: Premises operations; blanket contractual liability; personal injury liability (employee exclusion deleted); products and completed operations;
  - independent Contractors; employees and volunteers as additional insured; cross liability; and broad form property damage (including completed operations).
  
- (c) Automobile Liability
  - Limit of liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
  - Coverage: Owned, non-owned and hired vehicles.

- (d) Professional Liability Insurance
- Limit of liability: \$1,000,000 with a deductible not to exceed \$25,000.
  - Coverage: Errors and omissions including liability assumed under contract.
  - Professional Liability Insurance may be written on a claims-made basis provided that coverage for occurrences arising out of the performance of the services required under the Contract shall be maintained in full force and effect under the policy or “tail” coverage for a period of at least two (2) years after expiration of the Contract.

Certificates of insurance evidencing the required coverages must specifically reference the City contract number for which they are being submitted and shall be submitted to the City (at the address set forth in the Contract), and the City’s Risk Manager at least ten (10) days before work is begun and at least ten (10) days before each renewal term. The ten (10) day requirement for advance documentation of coverage may be waived in such situations where such waiver will benefit the City, but under no circumstances shall the Contractor actually begin work (or continue work, in the case of renewal) without providing the required evidence of insurance. The City reserves the right to require the Contractor to furnish certified copies of the original policies of all insurance required under the Contract at any time upon ten (10) days written notice to the Contractor.

Provider may not self-insure any of the coverages required under the Contract without the prior written approval of the Responsible Official and the City’s Risk Manager. In the event that Provider desires to self-insure any of the coverages listed above, it shall submit to the Responsible Official and the City’s Risk Manager, prior to the commencement of work hereunder, a certified copy of Provider’s most recent audited financial statement, and such other evidence of its qualifications to act as a self-insurer (e.g., state approval) as may be requested by the Responsible Official and/or the City’s Risk Manager. In the event such approval, is granted, it is understood and agreed that the City, its officers, employees, and agents, shall be entitled to receive the same coverages and benefits under Provider’s self-insurance program that they would have received had the insurance requirements been satisfied by a reputable insurance carrier authorized to do business in the Commonwealth of Pennsylvania or otherwise acceptable to the City.

If at the time of commencement of the Initial Term of the Contract, Provider self-insures its professional liability and/or workers’ compensation and employers’ liability coverage, Provider may, in lieu of the foregoing, furnish to the City a current copy of the state certification form for self-insurance or a current copy of the State Insurance Commissioner’s letter of approval, whichever is appropriate. The insurance (including self-insurance) requirements set forth herein are not intended and shall not be construed to modify, limit, or reduce the indemnifications made in the Contract by Provider to the City, or to limit Provider’s liability under the Contract to the limits of the policies of insurance (or self-insurance) required to be maintained by Provider hereunder.

#### **4.3.2 Performance and Payment Bonds**

Upon the execution of the Contract, the Contractor shall, at its sole cost and expense, provide the City with a performance bond and a payment bond, as prepared by the Law Department of the City, in the amount equal to fifty (50%) of the total estimated expenditures under the contract as security for the faithful performance and compliance of all terms and conditions of the Contract. The estimated contract amount for the first year of the contract is \$1,800, 000.00. The performance and payment bonds shall be with a surety acceptable to the City and shall name the City as obligee thereon. The performance and payment bonds required by this section shall be for the duration of the term of the contract, and all additional renewal terms or shall be renewed in a sequence to achieve such duration.

#### **4.4 Indemnification**

The Contractor 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, liability and expenses occasioned wholly or in part by the Contractor's act or omission or negligence or fault or the act or omission or negligence or fault of the Contractor's agents, Subcontractors, employees or servants in connection with the Contract, including, but not limited to, those in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, failure to pay such Subcontractors and suppliers, any breach of the Contract, 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 City, its officers, employees and agents, shall survive the termination of the Contract.

#### **4.5 Business Interests In Northern Ireland**

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

In the performance of this Agreement, the Contractor agrees that it will not utilize any suppliers, subcontractors or sub-consultants at any tier (i) who have (or whose parent, subsidiary, exclusive distributor or company affiliate have) any investments, licenses, franchises, management agreements or operations in Northern Ireland or (ii) who will provide products originating in Northern Ireland unless said supplier, sub-consultant or subcontractor has implemented the fair employment principles embodied in the MacBride Principles.

The Contractor further agrees to include the provisions of this subparagraph, with appropriate adjustments for the identity of the parties, in all subcontracts and supply agreements that are entered into in connection with the performance of this Agreement.

The Contractor agrees to cooperate with the City's Director of Finance in any manner, which the said Director deems reasonable and necessary to carry out the Director's responsibilities under Section 17-104 of The Philadelphia Code. The Contractor expressly understands and agrees that any false certification or representation in connection with this Paragraph and/or any failure to comply with the provisions of this Paragraph shall constitute a substantial breach of this Agreement entitling the City to all rights and remedies provided in this Agreement or otherwise available in law (including, but not limited to, Section 17-104 of The Philadelphia Code) or equity. In addition, it is understood that false certification or representation is subject to prosecution under Title 18 Pa.C.S.A. Section 4904.

#### 4.6 **Century Date Standard**

4.6.1 **Covered Work.** Contractor represents and warrants that all of the following items furnished under the Contract shall conform to the City of Philadelphia Century Date Standard set forth in Section 4.6.2: all Software, including, without limitation, all operating system software, application software, and other software, and all firmware, including, but not limited to, any authorization code or other code incorporated in such software or firmware for the purpose of disabling or limiting the functionality of the software under conditions specified by the manufacturer or publisher of the software.

4.6.2 **Century Date Standard.** The Century Date Standard consists of the following standards for General Integrity, Date Integrity, and Interface Integrity:

- (a) **General Integrity.** No value for current date will cause interruptions in the operation of the Software after January 1, 2000, and the Software will operate without any date-related faults or failures and without producing inaccurate data.
- (b) **Date Integrity.** All manipulations of time-related data (including, without limitation, dates, durations, days of the week, month, and the year) will produce results that conform to Contractor's specifications for the Software for all valid date values within the application domain after January 1, 2000.
- (c) **Interface Integrity.** Explicit Century: Date elements in interfaces and data storage shall permit specification of the century by means that will eliminate all ambiguity as to the applicable century for date and date-related data after January 1, 2000. Implicit Century: For any date element represented without century, the correct century shall be unambiguous for all manipulations involving that element after January 1, 2000.

- (d) Source code. Source code for the Software shall comply with the standard set forth in Federal Information Processing Standard Publication 4-2 (FIPS PUB 4-2), *Representation of Calendar Date for Information Interchange*.

4.6.3 **Repair**. Contractor shall, at no cost to the City, repair any software that does not conform to the standards set forth in sections 4.6.2(a)-(d) and cause it to conform such standards, or shall replace the Software with software of equivalent functionality that does conform to such standards.

### **City Audit**

From time to time during the Initial Term and any Additional Term(s) of the Contract, and for a period of five (5) years after termination of the Contract, the City may audit Contractor's performance under the Contract. Audits may be conducted by representatives of the Department or other authorized City representatives including, without limitation, the City Controller.

If so requested, Contractor shall submit to the City all vouchers or invoices presented for payment pursuant to the Contract, all cancelled checks, work papers, books, records and accounts upon which the vouchers or invoices are based, and any and all documentation and justification in support of expenditures or fees incurred pursuant to the Contract. All such vouchers or invoices, work papers, books, records, accounts, cancelled checks, documentation and justification shall be subject to periodic review and audit by the City.

### **Termination for Convenience**

The City shall have the right to terminate this Contract at any time during the term of the Contract, for any reason, including, without limitation, its own convenience. If the Contract is terminated solely for the City's convenience, the City shall issue a written Termination Notice, which shall set forth the effective date of the termination.

### **Termination for Default**

If Contractor commits or permits an event of default, as set forth in this Section, the City shall so notify Contractor in writing, specifying in reasonable detail the nature of the default. Contractor shall have thirty (30) calendar days from receipt of that notice to correct the default. If the default is not cured within that time period, the City may terminate the Contract by providing Contractor with written notice of termination for default. The following shall constitute events of default on the part of Contractor:

- (a) Contractor's failure to comply with any provision, term, or condition of this Contract.

- (b) the appointment of a receiver, trustee or custodian to take possession of all or substantially all the assets of Contractor for the benefit of creditors, or any action taken or suffered by Contractor under any federal or state insolvency, bankruptcy, reorganization, moratorium or other debtor relief act or statute;
- (c) falseness of any warranty or representation of Contractor contained in any of the Contract Documents;
- (d) misappropriation by Contractor of any funds provided under the Contract or failure by Contractor to notify the City upon discovery of any misappropriation;
- (e) a violation of law which results in a guilty plea, a plea of nolo contendere, or conviction of a criminal offense by Contractor, its directors, employees, or agents (1) directly or indirectly relating to the Contract or the Work required under the Contract, whether or not such offense is ultimately adjudged to have occurred or (2) which adversely affects the performance of the Contract; and/or
- (f) indictment of or issuance of charges against Contractor, its directors, employees or agents for any criminal offense or any other violation of law directly relating to the Contract or the Work required under the Contract or which adversely affects the performance of the Contract, whether or not such offense or violation is ultimately adjudged to have occurred.

**Non-Discrimination**

The Contract is entered into under the terms of the Philadelphia Home Rule Charter, as it may be amended from time to time, and in performing the Contract, Contractor shall not discriminate or permit discrimination against any person because of race, color, religion, national origin, or sex. In the event of such discrimination, the City may, in addition to any other rights or remedies available under the Contract, at law or in equity, terminate the Contract forthwith.

Contractor agrees, in performing this Contract, to comply with the provisions of the Fair Practices Ordinance of The Philadelphia Code (Chapter 9-1100) and the Mayor's Executive Order No. 4-86, as they may be amended from time to time, both of which prohibit, inter alia, discrimination against persons with AIDS in employment and services.

- (a) In accordance with Chapter 17-400 of The Philadelphia Code, as it may be amended from time to time, Contractor agrees that its payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization, insofar as such participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, privileges or conditions of employment on the basis of race, color, sex, sexual orientation, religion, national origin or ancestry, constitutes, without limiting the generality of Section 4.9 (Termination for Default), a substantial breach of the Contract entitling the City to all rights and remedies provided in the Contract or otherwise available at law or equity.
- (b) Contractor agrees to cooperate with the Commission on Human Relations of the City of Philadelphia in any manner, which the 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, without limiting the applicability of Section 4.9, Termination for Default, a substantial breach of the Contract entitling the City to all rights and remedies provided herein or otherwise available at law or equity.

### **Sales and Use Tax Exemption**

The City is not subject to federal, state, or local sales or use taxes or to federal excise tax. Contractor hereby assigns to the City all of its right, title and interest in any sales or use tax which may be refunded as a result of any materials purchased in connection with the Contract, and unless directed by the City, Contractor shall not file a claim for any sales or use tax refund subject to this assignment. Contractor authorizes the City, in its own name or the name of Contractor, to file a claim for a refund of any sales or use tax subject to this assignment.

### **Unavailability of Funds**

If funding for the Contract from any source is not obtained and continued at an aggregate level sufficient to allow for payment for the Services and Deliverables under the Contract, the City may exercise one of the following options without liability or penalty to the City:

- (a) Terminate the Contract effective upon a date specified in a Termination Notice; or
- (b) Continue the Contract by reducing, through written notice to Contractor, the amount of the Contract and Services and Deliverables, consistent with the nature, amount, and circumstances of available funding.

The City's exercise of either option under this Section shall not affect any obligations or liabilities of either party accruing prior to such termination or reduction of Services or Deliverables. Contractor shall be compensated in accordance with the terms of the Contract for Services and Deliverables, satisfactorily performed and delivered prior to such termination under this Section.

Commodities or services on the contract resulting from this RFP to be ordered after the end of the current fiscal year are subject to the issuance of purchase orders for the following fiscal years. The City is not liable for the portion of the award involving following fiscal year's funds until such orders are issued. The Vendor's obligation to deliver on such purchase orders shall not take effect until the orders are issued.

### **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. 002-04 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. All City employees presented with gifts or gratuities as indicated in Executive Order 002-04 have been instructed to report these actions to the appropriate authorities. All bidders, agents or intermediaries who are solicited for gifts or gratuities by City employees are urged to report these incidents to the Inspector General at (215) 592-4990, ARAMARK Tower, Third Floor, 1101 Market Street, Philadelphia, PA 19107. A complete copy of this Executive Order is available for inspection by concerned parties in the Procurement Information Office, Room 170, Municipal Services Building, Philadelphia, PA. between the hours of 9:00 AM and 4 PM.
- (b) **City employee interest in City contracts.** In accordance with Section 10-102 of The Philadelphia Home Rule Charter, no bid shall be accepted from, or contract awarded to, any City employee or official, or any firm in which a City employee or official has a direct or indirect financial interest. All bidders are required to disclose any current City employees or officials who are employees or officials of the bidder's firm, or who otherwise would have a financial interest in the contract.
- (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 §20-608.

#### 4.14 **Tax Requirements**

Contractor is subject to Philadelphia's business tax and Ordinances and regulations. The City Solicitor has ruled that anyone who is awarded a contract by the City and/or School District pursuant to a bid has entered into a contract within the City, and the subsequent delivery of goods into the City or performance of services within the City constitutes "doing business" in the City and subjects the successful bidder, including but not limited to, one or more of the following taxes:

- (a) Business Privilege Tax
- (b) Net Profits Tax
- (c) City Wage Tax

The successful Respondent, 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 CBET Unit at (215) 686-6600.

#### 4.15 **Assignment**

The contractor shall not assign or otherwise transfer the rights, duties and/or obligations under this contract, except with the prior written consent of the City; any assignment or transfer (including, but not limited to, assignment of any subcontract) without such consent shall be null and void. In no event shall the City's consent to any assignment or transfer by Contractor of any rights, duties or obligations under this Contract relieve Contractor from its obligations hereunder or change the terms of this Contract. Contractor accepts full responsibility for and guarantees the performance of any and all assignees and transferees (including subcontractors) of Contractor.

#### 4.16 **Document Preparation Fee**

Pursuant to §17-701 of The Philadelphia Code, the successful Respondent will be required to pay a document preparation fee for contract and bond preparation by the City Law Department; the fee is waived for non-profit corporations. Section 17-701 establishes a fee schedule for contract preparation, which is based upon the amount of the contract. A schedule of fees is listed in Exhibit H.

#### 4.17 **Non-Disclosure of City Data**

[The contract will require that the contractor maintain in confidentiality City information, records, and data that are delivered to it by the City for performance of the contract or that otherwise come into its possession in the course of performance, and to return to the City or destroy such information, records, and data following completion of its work under the contract.]

#### 4.18 **HIPPA Compliance**

The contract will provide that the contractor comply fully with the federal Health Information Privacy and Portability Act and all related federal regulations (collectively, “HIPPA”), including, but not limited to, HIPPA requirements relating to the confidentiality of protected health information and HIPPA requirements relating to the security of information systems.]

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

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

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

**EXHIBIT A**  
**VENDOR QUALIFICATIONS**

## Vendor Qualifications

Answer the following questions by providing the required information in the space provided. If additional space is required, attach additional sheets; however, be certain to indicate the RFP number as shown on the cover sheet of this document.

### A. **GENERAL**

1. **VENDOR NAME**

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

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

City: \_\_\_\_\_

State: \_\_\_\_\_

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

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

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

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

Contact Phone: \_\_\_\_\_

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

2. Years in Business under this Company Name: \_\_\_\_\_

3. Gross Sales From Service In Millions (U.S. and Overseas)

2006 _____	2005 _____
Proposed	Actual

2004 _____	2003 _____
Actual	Actual

2002 _____
Actual

4. Number of Employees: \_\_\_\_\_

**EXHIBIT B**  
**FINANCIAL REFERENCES**

**FINANCIAL REFERENCES**

(1) BANK COMPANY NAME

---

---

ADDRESS

---

CITY

---

STATE

ZIP CODE

---

CONTACT PERSON

TELEPHONE NO.

(2) BANK COMPANY NAME

---

---

ADDRESS

---

CITY

---

STATE

ZIP CODE

---

CONTACT PERSON

TELEPHONE NO.

(3) BANK COMPANY NAME

---

---

ADDRESS

---

CITY

---

STATE ZIP CODE

---

CONTACT PERSON

TELEPHONE NO.

(4) BANK COMPANY NAME

---

---

ADDRESS

---

CITY

---

STATE ZIP CODE

---

CONTACT PERSON

TELEPHONE NO.

(5) BANK COMPANY NAME

---

---

ADDRESS

---

CITY

---

STATE

ZIP CODE

---

CONTACT PERSON

TELEPHONE NO.

(6) SUPPLIER (i.e., Software Publisher) COMPANY NAME

---

---

ADDRESS

---

CITY

---

STATE

ZIP CODE

---

CONTACT PERSON

TELEPHONE NO.

(7) SUPPLIER (i.e., Software Publisher) COMPANY NAME

---

ADDRESS

---

CITY

---

STATE

ZIP CODE

---

CONTACT PERSON

TELEPHONE NO.

(8) SUPPLIER (i.e., Software Publisher) COMPANY NAME

---

ADDRESS

---

CITY

---

STATE

ZIP CODE

---

CONTACT PERSON

TELEPHONE NO.

(9) SUPPLIER (i.e., Software Publisher) COMPANY NAME

---

---

ADDRESS

---

CITY

---

STATE

ZIP CODE

---

CONTACT PERSON

TELEPHONE NO.

(10) SUPPLIER (i.e., Software Publisher) COMPANY NAME

---

---

ADDRESS

---

CITY

---

STATE

ZIP CODE

---

CONTACT PERSON

TELEPHONE NO.

**EXHIBIT C**  
**CUSTOMER REFERENCES**

CUSTOMER REFERENCES

**Reference #1 (Current)**

---

CUSTOMER NAME

---

ADDRESS

---

CITY

---

STATE

ZIP CODE

---

CONTACT PERSON

TELEPHONE NO.

---

DATE CONTRACT ESTABLISHED

**Description of software supplies and services provided:**

**Reference #2 (Current)**

---

CUSTOMER NAME

---

ADDRESS

---

CITY

---

STATE

ZIP CODE

---

CONTACT PERSON

TELEPHONE NO.

---

DATE CONTRACT ESTABLISHED

**Description of software supplies and services provided:**

**Reference #3 (Current)**

---

CUSTOMER NAME

---

ADDRESS

---

CITY

---

STATE

ZIP CODE

---

CONTACT PERSON

TELEPHONE NO.

---

DATE CONTRACT ESTABLISHED

**Description of software supplies and services provided:**

**Reference #4 (Current)**

---

CUSTOMER NAME

---

ADDRESS

---

CITY

---

STATE

ZIP CODE

---

CONTACT PERSON

TELEPHONE NO.

---

DATE CONTRACT ENDED

**Description of software supplies and services provided:**

**Reference #5 (Current)**

---

CUSTOMER NAME

---

ADDRESS

---

CITY

---

STATE

ZIP CODE

---

CONTACT PERSON

TELEPHONE NO.

---

DATE CONTRACT ENDED

**Description of software supplies and services provided:**

**Reference #6 (Government Entity [Other than City of Phila.] )**

---

CUSTOMER NAME

---

ADDRESS

---

CITY

---

STATE

ZIP CODE

---

CONTACT PERSON

TELEPHONE NO.

---

DATE CONTRACT ESTABLISHED &/OR ENDED

**Description of software supplies and services provided:**

**Reference #7 (Government Entity [Other than City of Phila.] )**

---

CUSTOMER NAME

---

ADDRESS

---

CITY

---

STATE

ZIP CODE

---

CONTACT PERSON

TELEPHONE NO.

---

DATE CONTRACT ESTABLISHED &/OR ENDED

**Description of software supplies and services provided:**

**Reference #8 (Government Entity [Other than City of Phila.] )**

\_\_\_\_\_  
CUSTOMER NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY

\_\_\_\_\_  
STATE ZIP CODE

\_\_\_\_\_  
CONTACT PERSON TELEPHONE NO.

\_\_\_\_\_  
DATE CONTRACT ESTABLISHED &/OR ENDED

**Description of software supplies and services provided:**

## **EXHIBIT D**

### **COST PROPOSAL**

It is the intent of the City of Philadelphia to award this RFP as a whole. **PLEASE NOTE:** While the City is presently utilizing the State of Pennsylvania Contract for Microsoft Select software, it is still open to exploring other options that may be available in order to receive the most advantageous pricing available. The City encourages vendors to provide pricing on all software listed in the Cost Proposal of this RFP. By not submitting pricing on all of the Manufacturer options listed the vendor may run the risk of not being eligible for award.

	VENDOR	VOLUME LICENSE AGREEMENT	VOLUME LEVEL	VENDOR COST	VENDOR MARK-UP	COST TO CITY	NOTES
Windows XP Professional w/o software assurance single license (NEW)	MICROSOFT	Select 6.0	Level D	_____	_____	_____	License only/No media or documentation
Windows XP Professional with software assurance single license (NEW)	MICROSOFT	Select 6.0	Level D	_____	_____	_____	License only/No media or documentation
Windows 2007 Professional w/o software assurance single license (NEW)	MICROSOFT	Select 6.0	Level D	_____	_____	_____	License only/No media or documentation
Windows 2007 Professional with software assurance single license (NEW)	MICROSOFT	Select 6.0	Level D	_____	_____	_____	License only/No media or documentation
Windows 2003 Standard Server w/o software assurance single license (NEW)	MICROSOFT	Select 6.0	Level D	_____	_____	_____	License only/No media or documentation
Windows 2003 Standard Server with software assurance single license (NEW)	MICROSOFT	Select 6.0	Level D	_____	_____	_____	License only/No media or documentation

Windows Vista Business Upgrade w/o software assurance single license	MICROSOFT	Select 6.0	Level D	_____	_____	_____	License only/No media or documentation
Windows Vista Business Upgrade with software assurance single license	MICROSOFT	Select 6.0	Level D	_____	_____	_____	License only/No media or documentation
Symantec Anti-Virus Corporate Edition 10.x and above (MAINT)	SYMANTEC	Volume License Agreement for 10,000 plus licenses	N/A	_____	_____	_____	License only/No media or documentation
Symantec Anti-Virus Corporate Edition 10.x and above (NEW)	SYMANTEC	Volume License Agreement for 100-250 licenses	N/A	_____	_____	_____	License only/No media or documentation
Symantec Ghost Solution Version 1.x and above (Maint)	SYMANTEC	Volume License Agreement for 2,000 plus licenses	N/A	_____	_____	_____	License only/No media or documentation
Lotus Notes v6.x and above Messaging Licenses (MAINT)	IBM	Passport 8,000 plus licenses	Level E	_____	_____	_____	License only/No media or documentation
Lotus Notes v6.x and above Collaboration Licenses (MAINT)	IBM	Passport 4,000 plus licenses	Level E	_____	_____	_____	License only/No media or documentation
Lotus Notes v6.x and above Messaging Licenses (NEW)	IBM	Passport 200-250 plus licenses	Level E	_____	_____	_____	License only/No media or documentation

Rumba Web to Host v5.x and above (MAINT)	NetManage	Volume License Agreement 2,000 plus licenses	N/A	_____	_____	_____	License only/No media or documentation
ZenWorks for Desktops v6.x and above (MAINT)	Novell	Master License Agreement 4,000 plus licenses	N/A	_____	_____	_____	License only/No media or documentation
ZenWorks for Desktops v6.x and above (NEW)	Novell	Master License Agreement 101-250 licenses	N/A	_____	_____	_____	License only/No media or documentation

**EXHIBIT E**  
**CITY OF PHILADELPHIA**  
**PROPOSAL BOND**

**CITY OF PHILADELPHIA**

**PROPOSAL BOND**



**FOR CITY OF PHILADELPHIA RFP NUMBER:** \_\_\_\_\_  
(Fill-in Number)

**KNOW ALL MEN BY THESE PRESENTS, THAT WE**

\_\_\_\_\_ as  
Principal (hereinafter called the "Principal Obligor"), and  
\_\_\_\_\_ (as  
Surety) are jointly and severally held and firmly bound unto The City of  
Philadelphia, in the sum of **TEN PERCENT (10%) OF THE TOTAL ESTIMATED  
EXPENDITURES (\$1,800,000.00)** lawful money of the United States of America, to be  
paid to the said City of Philadelphia, its successors and assigns; to which  
payment, well and truly to be made we do bind ourselves and each of us, our and  
each of our successors and assigns, jointly and severally, firmly by these  
presents.

Sealed with our seals and dated the \_\_\_\_\_ day  
of \_\_\_\_\_ two thousand and \_\_\_\_\_ (20\_\_).

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

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

And we do for ourselves and each of us, our and each of our heirs, executors, successors and assigns, hereby authorize and empower the City Solicitor for the City of Philadelphia or any other attorney of any court of record in Pennsylvania or elsewhere by him or her deputized for the purpose, upon filing of this instrument or a copy thereof, duly attested as correct by the City Solicitor for the City of Philadelphia, to appear for us or either of us, our or either of our heirs, executors, administrators, successors or assigns, and confess a judgment against us or either of us, our or either of our heirs, executors, administrators, successors or assigns, in favor of the City of Philadelphia for the sum named in this bond, without defalcation, with costs of suit, release of errors, and with five percentum added for collection fees; hereby waiving the benefit of all exemption laws and the holding of inquisition on any real estate that may be levied upon by virtue of such judgment, voluntarily condemning such real estate and authorizing the entry of such condemnation upon any writ of fieri facias and agreeing that said real estate may be sold under the same; and further waiving all errors, defects, and imperfections whatsoever in the entering of the said judgment or any process thereon, and hereby agreeing that no writ of error or objection or motion or rule to open or strike off judgment or to stay execution or appeal, shall be made or taken thereto.

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

**CORPORATE SEAL:**

**PRINCIPAL OBLIGOR:**

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

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

**SURETY SEAL:**

**SURETY:**

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

(Note: If the Attorney-In-Fact is not a resident of Pennsylvania, the Bond must also be countersigned by a Pennsylvania Resident Agent.)

---

**INSTRUCTIONS :**

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

**EXHIBIT F**

**MAYOR'S EXECUTIVE ORDER 02-05**

**VOLUNTARY PARTICIPATION AND COMMITMENT FORM**

**VOLUNTARY PARTICIPATION AND COMMITMENT FORM (BID)**

Please list any MBEC Certified and SBA vendors that will participate in this bid, including the Primary Bidder.

*Disadvantaged Minority (M-BE), Women (W-BE), and Disabled (DS-BE) Owned Business Enterprises<sup>1</sup>*

<b>Bid Number</b>		<b>Name of Bidder</b>			
<b>Primary Bidder</b>	M-BE <input type="checkbox"/>	W-BE <input type="checkbox"/>	DS-BE <input type="checkbox"/>	N/A <input type="checkbox"/>	SBA <input type="checkbox"/>
<b>Federal Tax Identification #</b>					
<b>Amount Committed</b>		<b>Type of Work or Materials</b>			
Dollar Amount	\$				
Percent of Total Bid	%				
<b>Sub Contractor</b>	M-BE <input type="checkbox"/>	W-BE <input type="checkbox"/>	DS-BE <input type="checkbox"/>		
<b>Vendor Name</b>					
<b>Federal Tax Identification #</b>					
<b>Amount Committed</b>		<b>Type of Work or Materials</b>			
Dollar Amount	\$				
Percent of Total Bid	%				
<b>Sub Contractor</b>	M-BE <input type="checkbox"/>	W-BE <input type="checkbox"/>	DS-BE <input type="checkbox"/>		
<b>Vendor Name</b>					
<b>Federal Tax Identification #</b>					
<b>Amount Committed</b>		<b>Type of Work or Materials</b>			
Dollar Amount	\$				
Percent of Total Bid	%				
<b>Sub Contractor</b>	M-BE <input type="checkbox"/>	W-BE <input type="checkbox"/>	DS-BE <input type="checkbox"/>		
<b>Vendor Name</b>					
<b>Federal Tax Identification #</b>					
<b>Amount Committed</b>		<b>Type of Work or Materials</b>			
Dollar Amount	\$				
Percent of Total Bid	%				

<sup>1</sup> M-BE/W-BE/DS-BES listed above **MUST** be certified by the MBEC prior to Bid Opening Date.

**EXHIBIT G**

**ACH VENDOR ENROLLMENT AND CHANGE FORM**



# CITY OF PHILADELPHIA

OFFICE OF THE DIRECTOR OF FINANCE  
Suite 1330 MSB  
1401 JFK Boulevard  
Philadelphia, PA 19102-1693

Dear Valued Vendor,

The City of Philadelphia is pleased to announce a program that offers you the option of receiving your payments electronically rather than by check. This will allow for more timely receipt of payments and provide you with the ability to better manage your accounts receivable.

If you are interested in receiving payments electronically, please respond by completing the attached **ACH Vendor Enrollment and Change Form**, and faxing it to the attention of James G. Plewes, Manager, Accounting Verification at 215-686-6192 or mailing it to him at 1401 JFK Blvd., Room 1330, Philadelphia, PA 19102.

The **ACH Vendor Enrollment and Change Form** consists of three sections:

- (1) Payers Information, which is already completed by the City of Philadelphia;
- (2) Payee Information, which must be completed by your company representative;
- (3) Financial Institution Information which must be completed and signed by an authorized official of your banking institution.

The City of Philadelphia will electronically deposit your payments into the account you designate, and we will also transmit addendum payment information to your banking institution. This addendum information will consist of invoice numbers, applicable credit memos and amounts, adjustments and comments about the particular payments. This will be the only form of notification you will receive regarding the funds deposited into your account. Your financial institution must be capable of forwarding this addendum information to you. The method could be by fax, e-mail, report or data file transmission. There may be a charge to your company imposed by your financial institution for this service.

If you have any questions regarding this opportunity, please call James G. Plewes at 215-686-6168.

**CITY OF PHILADELPHIA  
ACH VENDOR ENROLLMENT AND CHANGE FORM**

New Enrollment       Change to Existing Enrollment

**PAYERS INFORMATION**

*Payer's Name:* City of Philadelphia - Office of the Director of Finance  
*Payer's Address:* 1401 John F. Kennedy Boulevard  
Room 1340 Municipal Services Building  
Philadelphia, PA 19102  
*Payer's Contact:* James G. Plewes      Telephone Number 215-686-6168  
FAX Number 215-686-6192

**PAYEE/COMPANY INFORMATION**

Business Name: \_\_\_\_\_  
Federal Employer Identification No., or   -         
Social Security Number:    -        
Payee Contact Name: \_\_\_\_\_  
Payee Contact Telephone Number:    -        
Payee Contact Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FINANCIAL INSTITUTION INFORMATION**

Bank or Financial Institution Name: \_\_\_\_\_  
ACH Coordinator Name: \_\_\_\_\_  
ACH Coordinator Telephone Number:    -    -      
Nine Digit Routing Transit Number:           
Depositor Account Number:                 
Depositor Account Title: \_\_\_\_\_  
Type of Business Account:       Checking       Savings  
ACH Addendum Information will be in a CTX Format:  
Method Selected by Payee to Receive Remittance Information from Bank or Financial Institution:  
 FAX       E-Mail  
 Hard Copy Report       Data File Transfer  
 Other (Explain) \_\_\_\_\_  
Signature of Authorized Bank Official: \_\_\_\_\_  
Title of Authorized Bank Official: \_\_\_\_\_  
Telephone of Authorized Bank Official:    -

ANY CHANGE OF ACCOUNT INFORMATION MUST BE COMMUNICATED TO THE CITY OF PHILADELPHIA AT LEAST 30 DAYS IN ADVANCE OF TARGET DATE . FAILURE TO DO SO WILL CAUSE THE CANCELLATION OF ACH TRANSMISSIONS.

**EXHIBIT H**  
**BOND PREPARATION FEE SCHEDULE**



**CITY OF PHILADELPHIA**  
**PROCUREMENT DEPARTMENT**  
**BOND PREPARATION FEE SCHEDULE**

As provided for under City law, the City must charge a preparation fee each time it prepares the paperwork for an individual bond required by a City contractor.

The fee applies to bonds for:

- all Capital construction contracts;
- all Demolition contracts.
- all Service, Supply and Equipment contracts not covered by the City's Master Bonding Program.

**BOND PREPARATION FEE (IN DOLLARS)**

**BOND AMOUNT**

F.Y. '97 and Thereafter		
\$0 -	\$2,500	\$0
\$2,501 -	\$5,000	\$0
\$5,001 -	\$10,000	\$0
\$10,001 -	\$20,000	\$0
\$20,001 -	\$50,000	\$120
\$50,001 -	\$100,000	\$170
\$100,001 -	\$250,000	\$260
\$250,001 -	\$500,000	\$340
\$500,001 -	\$1,000,000	\$520
Over -	\$1,000,000	\$1,000

The bond amount required is 100% of the total dollar amount of the contract.

For the appropriate fee, the Law Department will prepare the documents.

The vendor will then take the documents to a surety company in order to purchase the bond.

**If you require additional information, please call the Public Information Unit at 686-4720/4755.**