

IMPORTANT NOTICE TO ALL BIDDERS

ALL CURRENT **MASTER BID SECURITY** MEMBERSHIPS WILL EXPIRE ON **JUNE 30, 2008**. IN ORDER TO CONTINUE TO PARTICIPATE IN THE MASTER BID SECURITY PROGRAM STARTING JULY 1, 2008, YOU **MUST** REAPPLY. FOR FURTHER INFORMATION PLEASE GO TO:

<http://mbec.phila.gov/procurement/forms/masterbidsecurityappli2008.pdf>

BID OPENING DATE AND TIME

ON: June 26, 2008

AT: 10:30 A.M.

S9VT3500	PAGE 1 OF 36	INVITATION AND BID ADVERTISED	BIDDER MUST COMPLETE BELOW
This Invitation to Bid with your quotations must be received prior to the above cited bid opening date and time.		 BIDS MUST BE RETURNED TO CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT MUNICIPAL SERVICES BLDG. 1401 JFK BLVD, ROOM 170A PHILADELPHIA, PA 19102-1685	BIDDER AGREES TO COMPLY WITH ALL CONDITIONS OF THIS BID. UNSIGNED BIDS WILL NOT BE ACCEPTED.
DEPARTMENT Commerce DIVISION Aviation			NAME AND ADDRESS OF FIRM
AWARDED			Federal EIN/Social Security Number
DATE FOR THE PROCUREMENT COMMISSIONER			BUYER: T. Vinson J. Washington

TITLE OF BID Storage Area Network Hardware and Integration Services

Minority Business Enterprise Council – Anti- Discrimination Policy Executive Order 02-05 – Bidder Requirements

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

Participation Ranges

M-BE: 2% to 5 %
 AND/OR
 W-BE: 2% to 5 %
 DS-BE: 0% to 0 %

Any and all questions about Executive Order 02-05 and bidder compliance should be Directed to the Minority Business Enterprise Committee office at (215) 686- 6232.

BID QUESTIONS

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

For City Use Only

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

**CITY OF PHILADELPHIA
MINORITY BUSINESS ENTERPRISE COUNCIL
ANTIDISCRIMINATION POLICY- MINORITY, WOMEN AND DISABLED OWNED
BUSINESS ENTERPRISES**

**FORMS, INSTRUCTIONS AND SPECIAL CONTRACT PROVISIONS¹
FOR BIDS TO BE AWARDED BY THE PROCUREMENT DEPARTMENT
(BIDS)**

Under the authority of Executive Order No. 02-05, the City of Philadelphia has established an antidiscrimination policy ("Policy") relating to the participation of Minority (MBE), Women (WBE) and Disabled (DSBE) Owned Business Enterprise in City contracts. The purpose of this Policy is to provide equal opportunity for all businesses and to assure that City funds are not used, directly or indirectly, to promote, reinforce or perpetuate discriminatory practices. The City is committed to fostering an environment in which all businesses are free to participate in business opportunities without the impediments of discrimination and participate in all City contracts on an equitable basis. In accordance with the contracting requirements of the City, the City's antidiscrimination policy is applicable to this Invitation and Bid.

The Minority Business Enterprise Council (MBEC) has approved projected ranges of participation for this Invitation and Bid which serve as a guide in determining each bidder's responsibility. These ranges represent the percentage of MBE, WBE and/or DSBE (collectively, "M/W/DSBE") participation that should be attained by M/W/DSBEs from business opportunities existing in the available market absent discrimination in the solicitation and selection of these businesses. These ranges are based upon an analysis of factors such as the size and scope of the contract and the availability of certified M/W/DSBEs to perform various elements of the contract. Please review these forms carefully as the submission of a Solicitation For Participation and Commitment Form and any supporting documentation (more fully discussed below) is an element of responsiveness to the bid and failure to submit the required information will result in rejection of your bid.

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

1. Only firms that are certified by the MBEC at the time of bid opening will be credited toward the participation ranges on City contracts. A list of currently certified firms is maintained by the MBEC and is available online at www.phila.gov/mbec/directory or in printed form at the MBEC offices, located in the Municipal Services Building, 1401 JFK Blvd. Suite 330, Philadelphia, PA. 19102-1666.

2. No bidder that seeks to meet the participation range(s) for participation by entering into subcontracts with any M/W/DSBE subcontractor shall be considered to meet the range(s) if the M/W/DSBE subcontractor does not perform a commercially acceptable function ("CAF"). A M/W/DSBE is considered to perform a CAF when it engages in meaningful work or supply effort that provides for a distinct element of the subcontract (as required by the work to be performed in accordance with the Bid Specifications), where the distinct element is worthy of the dollar amount of the subcontract and where the M/W/DSBE carries out its responsibilities by actually performing, managing and supervising the work involved. The MBEC may evaluate the amount of work subcontracted, industry practices and any other relevant factors in determining

¹ These Instructions, Forms and Special Contract Provisions relating to Mayoral Executive Order 02-05 are issued by the Office of The Minority Business Enterprise Council on an interim basis.

Anti-Discrimination Policy

whether the M/W/DSBE is performing a CAF. If it is determined during the review of your Solicitation and Commitment Form that the work described on the Form does not constitute a CAF, your bid may be rejected.

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

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

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

5 M/W/DSBE subcontractors must perform at least fifty percent (50%) of the cost of the subcontract (not including the cost of materials, equipment or supplies incident to the performance of the subcontract) with their own employees.

6 For the purpose of applying the participation ranges on Public Works projects that include add or deduct alternates, commitments listed by bidders on the Solicitation for Participation and Commitment Form should be based upon the base bid. In the event the City elects to award any add or deduct alternates, the City reserves the right to require the apparent lowest responsible bidder to amend its Solicitation for Participation and Commitment Form, to ensure the bidder's continuing responsibility.

7 In listing participation commitments on the Solicitation for Participation and Commitment Form, bidders are required to list a detailed description of the work or supply effort, the dollar amount of the quotation, and percentage of the contract the participation represents. (If the Invitation and Bid is for a requirements-type contract, a percentage amount will suffice.) In calculating the percentage amount, bidders may apply the standard mathematical rules in rounding off numbers. The MBEC reserves the right to request clarifying information from bidder in the event of an inconsistency or ambiguity in the Solicitation For Participation and Commitment Form.

A. RESPONSIVENESS

1. Any bid that the MBEC determines is not responsive to the Policy will be rejected, subject to appeal by bidder as more fully discussed below. A bid responsive to the Policy is a bid which contains documentary evidence of the M/W/DSBEs that have been solicited and that

Anti-Discrimination Policy

will be used by the bidder on the contract, if awarded, where the bid satisfies the M/W/DSBE participation ranges for that contract; the bidder is rebuttably presumed not to have discriminated in its selection of contract participants. When a bidder is unable to achieve the participation ranges, a bid responsive to the Policy contains the required documentary evidence along with a written request for the reduction of part or all of the M/W/DSBE participation ranges, which reduction or waiver is granted based upon a determination by the MBEC that the bidder did not discriminate. Although the City reserves the right to allow post-bid opening submission of MBEC Forms and information responsive to the Policy, a bidder's failure to submit the required information on M/W/DSBE participation or to cooperate with the MBEC will result in rejection of the bid as nonresponsive.

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

- Documentation of all solicitations (regardless of whether commitments resulted therefrom) as well as all commitments made prior to bid opening shall be submitted, concurrently with the bid, on the enclosed document entitled "Solicitation For Participation and Commitment Form". A bidder should only make actual solicitations of M/W/DSBEs whose work or materials are within the scope of this Invitation and Bid. Mass mailing of a general nature to M/W/DSBEs or similar methods will not be deemed solicitation, but rather will be treated as informational notification only. A reasonable period of time should be given to all solicited firms to ensure that they have sufficient time to adequately prepare their quotes. The bidder's listing of a commitment with a M/W/DSBE constitutes a representation that the bidder has made a legally binding commitment to contract with such firm, upon receipt of a contract award from the City.
- If the bidder has entered into a joint venture with an MBE, WBE and/or DSBE partner, the bidder should submit along with the Solicitation For Participation and Commitment Form, a document entitled "Joint Venture Eligibility Information Form," available at the Office of the MBEC, for the City's review and approval of the joint venture arrangement.

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

- If no MBE/WBE/DSBEs were solicited for the type of services or materials to be contracted, please give reason(s) why no such solicitation was made.

Anti-Discrimination Policy

- Document all solicitations and commitments made with non-M/W/DSBEs for services or supplies incident to the performance of the contract; include copies of quotes received.
- Provide reasons for not committing with any MBE/WBE/DSBEs that submitted a quote, regardless of whether the quote was solicited by bidder.
- Provide any additional evidence pertinent to bidder's conduct relating to this bid including sufficient evidence which demonstrates to the MBEC that bidder has not engaged in discriminatory practices in the solicitation of and commitment with contract participants. In describing bidder's efforts to achieve participation within the ranges, bidder may submit any corroborating documentation (e.g., copies of advertisements for participation).

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

- Whether the bidder's actions were motivated by considerations of race or gender or disability. The MBEC may investigate the bidder's contracting activities and business practices on similar public and private sector contracts. For example, if bidder rejects any M/W/DSBE based on price, bidder must fully document its reasons for the rejection and also demonstrate that bidder subjects non-M/W/DSBEs to the same pricing standards. MBEC will investigate whether there was any attempt at good faith negotiation of price.
- Whether M/W/DSBEs were treated as equally as other businesses in the solicitation and commitment process. For example, the MBEC will investigate whether M/W/DSBEs are given the same information, access to the bid, plans, specifications, and requirements of the contract and given adequate amount of time to prepare a quote as others who were solicited by bidder. The MBEC will also investigate whether M/W/DSBEs were accorded the same level of outreach as non-M/W/DSBEs, for example whether bidder short listed M/W/DSBEs for participation in contractor negotiated subcontract opportunities or solicited M/W/DSBEs at pre-bid meetings.
- Whether the bidder's contracting decisions were based upon policies which disparately affect M/W/DSBEs. MBEC will ascertain whether bidder selected portions of work or material needs consistent with the capacity of available M/W/DSBE subcontractors and suppliers. MBEC will consider whether bidder employed policies which facilitate the participation of M/W/DSBEs on City contracts such as segmentation of the contract, prompt payment practices or bonding assistance.

4. After review of the bidder's submission and other information the MBEC deems relevant to its evaluation, the MBEC will make a written determination that will be forwarded to the Procurement Commissioner or his/her designee (the "Commissioner").

a. If the apparent low bidder's bid is determined nonresponsive by the MBEC, the bidder will be notified and may file a written appeal with the MBEC within forty-eight (48) hours of the date of notification. The decision of the MBEC may be appealed in writing within forty-eight (48) hours of the date of the MBEC's decision to the Director of Finance or his/her designee whose decision shall be final.

Anti-Discrimination Policy

B. RESPONSIBILITY

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

2. The successful bidder shall, within five (5) business days after receipt of a payment from the City for work performed under the contract, deliver to its M/W/DSBE subcontractors the proportionate share of such payment for work performed (including the supply of materials) by its M/W/DSBE subcontractors. [For Concession bids, the successful bidder shall deliver payment within ten (10) days after receipt of the M/W/DSBE' invoice] In connection with payment of its M/W/DSBE subcontractors, the successful bidder agrees to fully comply with the City's payment reporting process which may include the use of electronic payment verification systems.

3. No privity of contract exists between the City and any M/W/DSBE subcontractor identified in any contract resulting from this Invitation and Bid. The City does not intend to give or confer upon any such M/W/DSBE subcontractor(s) any legal rights or remedies in connection with the subcontracted services under Executive Order 02-05 or by reason of any contract resulting from the Invitation and Bid except such rights or remedies that the M/W/DSBE subcontractor may seek as a private cause of action under any legally binding contract to which it may be a party.

4. If the MBEC determines that the bidder has discriminated against a M/W/DSBE at any time during the term of the contract, or intentionally excluded a M/W/DSBE from a bid on the basis of minority status, gender or disability, the MBEC may recommend to the Director of Finance the imposition of sanctions on the bidder including debarment of the bidder from submitting and/or participating in future City contracts for a period of up to three (3) years.

D. ACCESS TO INFORMATION

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

2. Failure to cooperate with the MBEC in its review will result in a determination that the bidder's bid is nonresponsive and its bid will be rejected.

E. RECORDS AND REPORTS

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

F. REMEDIES

Anti-Discrimination Policy

1. The successful bidder's compliance with the requirements of Executive Order 02-05, including the fulfillment of any M/W/DSBE commitments, is material to the contract. Any failure to comply with these requirements constitutes a substantial breach of the contract. It is further understood and agreed that in the event the Director of Finance determines that the successful bidder hereunder has failed to comply with these requirements the City may, in addition to any other rights and remedies the City may have under the contract, any bond filed in connection therewith or at law or in equity, exercise one or more of the following remedies, as deemed applicable, which shall be deemed cumulative and concurrent:

- a. Withhold payment(s) or any part thereof until corrective action is taken.
- b. Terminate the contract, in whole or in part.
- c. Suspend the successful bidder from bidding on and/or participating in any future City contracts for a period of up to three (3) years.
- d. Recover as liquidated damages, one percent of the total dollar amount of the contract for each one percent (or fraction thereof) of the commitment shortfall. (NOTE: The "total dollar amount of the contract" shall include approved change orders, amendments and for requirements contracts shall be based on actual quantities ordered by the City. For Concessions, the "total dollar amount of the contract" shall mean the Concession Fee paid to the City.)

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

SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM (BID) <i>Minority (MBE), Women (WBE), and Disabled (DSBE) Business Enterprise:</i>				DEPARTMENT OF FINANCE MINORITY BUSINESS ENTERPRISE COUNCIL (MBEC)				
BID# AND TITLE -		<i>Name of Bidder</i>		<i>Bid Submission Date</i>				
List below ALL MBE/WBE/DSBEs that were solicited regardless of whether a commitment resulted therefrom. - Photocopy this form as necessary.								
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> DSBE	Work to be Performed	Date Solicited		Commitment Made		Give Reason(s)
Company Name				By Phone	By Mail	Yes (If Yes, give date) NO		If No Commitment
Address								
Contact Person				Quote Received		Amount Committed To		
Telephone Number		Fax #		YES	NO	Dollar Amount		
MBEC CERTIFICATION #						\$		
						Percent of Total Bid %		
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> DSBE	Work to be Performed	Date Solicited		Commitment Made		Give Reason(s)
Company Name				By Phone	By Mail	Yes (If Yes, give date) NO		If No Commitment
Address								
Contact Person				Quote Received		Amount Committed To		
Telephone Number		Fax #		YES	NO	Dollar Amount		
MBEC CERTIFICATION #						\$		
						Percent of Total Bid %		
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> DSBE	Work to be Performed	Date Solicited		Commitment Made		Give Reason(s)
Company Name				By Phone	By Mail	Yes (If Yes, give date) NO		If No Commitment
Address								
Contact Person				Quote Received		Amount Committed To		
Telephone Number		Fax #		YES	NO	Dollar Amount		
MBEC CERTIFICATION #						\$		
						Percent of Total Bid %		
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> DSBE	Work to be Performed	Date Solicited		Commitment Made		Give Reason(s)
Company Name				By Phone	By Mail	Yes (If Yes, give date) NO		If No Commitment
Address								
Contact Person				Quote Received		Amount Committed To		
Telephone Number		Fax #		YES	NO	Dollar Amount		
MBEC CERTIFICATION #						\$		
						Percent of Total Bid %		

Rev. (12/2005) JAS

¹ MBE/WBE/DSBEs listed above must be certified by the MBEC prior to proposal submission date.

² Failure to give reason may result in rejection of your bid. Use additional pages if necessary.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S9VT3500	PAGE OF 2 36
		FIRM NAME (Must be filled in)	

SECTION 1: GENERAL BID SUBMISSION

1.1 TITLE: Storage Area Network Hardware & Integration Services

1.2 CONTRACT TERM: 7/1/08 to 6/30/09 ("Initial Term"), with an option to renew for up to three (3) additional one (1) year periods, ("the Renewal Term") exercisable, at the City's sole discretion, as of the expiration of the Initial Term or then current Renewal term. The City may, at its sole discretion, renew the contract for up to three (3) months at the beginning of each renewal period(s) (the "Additional Performance Period"), if a decision has been made not to renew the contract for an entire year.

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

1.2.2 If an individual Performance Bond and/or Payment Bond is required under this Invitation and Bid, such bond(s) shall be and remain in full force and effect throughout the Initial Term, all Renewal Terms, any Additional Performance Period, and the period of any unexpired warranty provided or required under the Contract, without notice of Contract renewal by the City to the surety or the consent of the surety thereto. It is the sole responsibility of the Contractor to ensure that such bond(s) remain in full force and effect as provided in this Section 1.2.2, and failure to do so shall be an event of default pursuant to Section 16, Default, of the attached Terms and Conditions Of Bidding And Contract.

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S9VT3500	PAGE OF 3 36
		FIRM NAME (Must be filled in)	

1.3 CONTRACT TYPE: **REQUIREMENTS**

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

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

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

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

1.4 METHODOLOGY OF ACQUISITION: Purchase only.

1.5 STATEMENT OF DIRECTION:

1.5.1 It is the intent of the City of Philadelphia to make an award for Storage Area Network Hardware & Integration Services for the Commerce Department, Division of Aviation (DOA) as specified herein during the contract period.

1.6 BID SECURITY

1.6.1 Bid security shall be based upon **cumulative bid amount per Section 5.**

All bids submitted with a total greater than \$25,000.00 must be accompanied by the proper Bid Security.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S9VT3500	PAGE OF 4 36
		FIRM NAME (Must be filled in)	

Bidders already enrolled in the City's Master Bid Security Program for Fiscal Years 2007 (July 1, 2006 to June 30, 2008) are not required to provide Bid Security if their bid total is \$500,000.00 or less (per paragraph 2 of "Terms and Conditions of Bidding and Contract").

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

1.6.2 **Bids Opening July 1, 2007 through June 30, 2008**

Bidders may qualify for the Master Bid Security Program described above for **Fiscal Year 2007 - 2008 (July 1, 2007 - June 30, 2008)** by submitting a check in the amount of **\$120.00** made payable to the City of Philadelphia. The check should be submitted, under separate cover, to the Bid Unit Supervisor at least one day prior to the first bid that the bidder wants covered under the program and is *non-refundable*. Or if, and only if, the bidder chooses to submit the check for the Master Bid Security Program with their bid, the check **MUST** be in the form of a Certified, Treasurer's or Cashier's Check, Bank or United States Postal Money Order and is non-refundable.

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

1.7 BID INFORMATION:

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

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

1.8 BID SUBMISSION:

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

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S9VT3500	PAGE OF 5 36
		FIRM NAME (Must be filled in)	

- 1.8.3 Bid should be complete and include ALL information required as described in the various paragraphs of the bid specifications.
- 1.8.4 All pricing must be completed on the forms provided; be complete; and be in ink or typed.
- 1.8.5 The bid must be complete as to required bid signatures and corporate seal, and fully accept the terms and conditions contained in the bid.
- 1.8.6 In accordance with the City of Philadelphia's Regulations Relating to Local Bidding Preferences for Procurement Contracts, this bid may be subject to a 5% local bid preference. In order to determine eligibility to receive the 5% preference, if applicable, bidder or subcontractor **must be certified at the time of the bid opening and must submit with the bid, the Local Business Entity Certification number** as issued by the Procurement Department for the prime contractor or the applicable subcontractor. If the prime relies upon its subcontractor's LBE status in order to be eligible for the preference, the name and certification number of the subcontractor **must** be submitted with the bid. **Failure to submit the prime's LBE certification number or the subcontractor's name and LBE certification number with the bid will deem bidder ineligible for the 5% preference.**

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

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

Prime or subcontractor's LBE Certification Number_____

If applicable:

Subcontractor's Name_____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S9VT3500	PAGE OF 6 36
		FIRM NAME (Must be filled in)	

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

- 1.8.7 **BID PROCESSING FEE:**
All bids submitted where the bid total is greater than \$25,000 must be accompanied by the proper Bid Processing Fee. The fee shall be in the form of a separate check or money order in accordance with Paragraph 3 of the "Terms and Conditions of Bidding and Contract".
- 1.8.8 When M-BE, W-BE or DS-BE ranges are required on an Invitation and Bid, bidders are reminded that the submission of a **blank** "Minority Business Enterprise Council Solicitation and Commitment Form" will be deemed non-responsive and ineligible for an award. Bidders are reminded to read carefully and entirely the "Bidder's Guidelines relating to Executive Order 02-05".
- 1.8.9 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.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S9VT3500	PAGE OF 7 36
		FIRM NAME (Must be filled in)	

1.8.10 CONTACT PERSON:

PRE-AWARD:

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

Name: _____

Address: _____

City/State/ZC: _____

Telephone No. (_____) _____ Ext.: _____

Fax No. (_____) _____

E-mail address _____

Vendor's WEB address _____

POST-AWARD:

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

Name: _____

Address: _____

City/State/ZC: _____

Telephone No. (_____) _____ Ext.: _____

Fax No. (_____) _____

E-mail address _____

Vendor's WEB address _____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S9VT3500	PAGE OF 8 36
		FIRM NAME (Must be filled in)	

1.8.11 BID QUESTIONS OR PROBLEMS

In preparing the bid response, should any bidder need clarification on the bid requirements, identify a discrepancy in the specifications, determine that a specified product has been discontinued or an alternate procedure is advised, etc.; then the bidder is **STRONGLY** encouraged to bring these issues to the attention of the Procurement Department prior to the bid opening by calling (215) 686-4720 or 4721, or by addressing a letter or fax (fax # 215-686-4727) to the Buyer. Questions, whether written, phoned or faxed should be received no later than seven (7) calendar days prior to the scheduled opening date of the bid. The City reserves the right to only respond to those questions submitted prior to the stated deadline. If it is in the City's best interest to do so, the bid **MAY** be amended to reflect the proposed changes/modifications. Exceptions taken **DO NOT** obligate the City to change the specifications.

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

1.9 BIDDER QUALIFICATION:

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

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S9VT3500	PAGE OF 9 36
		FIRM NAME (Must be filled in)	

SECTION 1:

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

Firm Name: _____

Contact Name: _____

Phone No.: _____

Type Work: _____

Years dealing w/your firm: _____

SECTION 2:

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

Dept. Name: _____

Contact Name: _____

Phone No.: _____

PO#/Contract#: _____

Items: _____

SECTION 3:

Reseller or Partner status for the equipment and software provided (attach more sheets as required):

Manufacturer: _____

Partnership Level: _____

Partnership Contact: _____

Telephone No: _____

Email Address: _____

Years as a Partner: _____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S9VT3500	PAGE OF 10 36
		FIRM NAME (Must be filled in)	

- 1.10 Bidders shall provide information that demonstrates that it possesses the financial resources that the City requires for this Invitation and Bid, including at least the following information:
- A narrative that demonstrates its financial capacity to undertake and complete the proposal in accordance with this Invitation and Bid
 - A current audited statement of financial condition, prepared by an independent certified public accountant
 - Financial statements for the two (2) years preceding the year of the above current statement, prepared by an independent certified public accountant
 - A bank reference
 - A statement disclosing any audits of the Respondent by the federal or state government(s)
 - A statement disclosing any state or federal bankruptcy or insolvency proceeding that it has filed or with which it is otherwise involved
 - A copy of the most recent Form 10-K filed by the Respondent with the U.S. Securities and Exchange Commission, and copies of all Form 8-Ks filed since the filing of the most recent 10-K. If a Form 10-K is not filed with the SEC, submit the following:
 - Certified audited financial statements for the past three fiscal years including, at a minimum, income statements, balance sheets and statements of changes in financial position; if fewer than three years of financial statements are available, this information should be provided to the fullest extent possible
 - copies of the latest quarterly financial reports
 - a copy of the Respondent's most recent annual report
 - If the Proposal is submitted by a partnership and/or joint venture, provide full information concerning the nature and structure of the partnership and/or joint venture, including:
 - Identify the entity that will be guaranteeing contract performance
 - Date of joint venture or partnership
 - State whether the agreement between members comprising the joint venture make each jointly and severally liable for contractual obligations of this project
 - Any other information not specifically itemized above that it believes to be demonstrative of its financial capacity

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S9VT3500	PAGE OF 11 36
		FIRM NAME (Must be filled in)	

Section 2: Specifications

Successful bidder shall provide a Storage Area Network and shall be required to provide Integration Services to the City of Philadelphia Division of Aviation as specified in this Invitation and Bid. It is the responsibility of the successful bidder to turn over a complete and functional (as described herein) system.

2.1 Goal

It is the intent of [The City of Philadelphia Division of Aviation Philadelphia International Airport (PHL)] to procure equipment and services to provide PHL with "server room" fault-tolerance for its IT operations via a synchronously mirrored pair of co-located (active-active) data centers. In the short-term (approximately one year, due to current terminal construction, i.e. the term of this project), the secondary data center will be located approximately 2500 feet (½ mile) cable distance; in the long-term, the secondary data center will be moved and the separation will be approximately 10,000 feet (2 miles) cable distance (this project does not include moving the data center but this aspect is being mentioned for completeness and because the implementation will need to support this planned future move). Each site will house a Storage Area Network Drive Enclosure redundantly inter-connected with a fully-meshed Fibre Channel network, as well as certain related equipment. Each Drive Enclosure shall synchronously mirror its data from one set of Fibre Channel drives to a secondary set of Fibre Channel drives and each Drive Enclosure shall synchronously mirror each other. The storage shall be presented to the data-consuming servers and applications in a virtualized manner as a single SAN and provide automated failover/failback of data access with no proprietary software, scripting or administrator/manual intervention required.

2.2 Definitions

For the purposes of this Invitation and Bid, the following terms will be used:

- Storage Area Network (SAN): The combination of the Drive Enclosures and Fibre Channel into a network-accessible, centralized pool of storage.
- Drive Enclosure: The physical rack/cabinet that incorporates the Management Interface/Server, FC Interfaces, Drive Controllers, Drive Bays, Drive Trays and the Drives themselves, i.e., "the storage"
- Fibre Channel (FC): The high-speed network that connects the host servers with the storage Drive Enclosure, i.e., "the fabric"
- Fibre Channel-SCSI Bridge (FC-SCSI): A device that connects a SCSI device in to the FC fabric
- Host Bus Adapter (HBA): A device that connects a host server into the FC fabric

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S9VT3500	PAGE OF 12 36
		FIRM NAME (Must be filled in)	

2.3 Drive Enclosures

Two identical Drive Enclosures shall be provided and each shall meet the following criteria:

2.3.1 Hardware

- Each enclosure shall have at least dual, redundant controller nodes
- Each controller node shall have dual, hot-swappable power supplies and cooling fans
- Each enclosure shall have at least four dual-port Fibre Channel HBAs; each port capable of 4GB/s, full-duplex speeds, non-blocking
- Each enclosure shall have the capability of expanding to at least eight Fibre Channel HBAs
- Each enclosure shall have at least 2GB Battery Backed System Memory
- Each enclosure shall have a capacity of at least 224 Drives
- Each enclosure shall have the capability of at least 248 Server Connections
- Each enclosure shall have the capability of at least 512 LUNs
- Drive bays shall have dual, redundant power supplies and fans
- All drives and their individual trays shall be hot-swappable and ESD-protectec
- Fibre Channel drive enclosures shall have dual, independent Fibre Channel Arbitrated Loops, with every drive connected to both loops
- Maximum Storage Capacity of at least 168TB per Enclosure
- Support for at least RAID Level 0, 1, 5, 1+0 (10)
- Support for striping data across multiple drive trays
- A minimum of 7.2TB of raw disk space in three drive trays of at least 16 drive capacity each, populated with 300GB 15,000 RPM Fibre Channel drives
- Each Enclosure to include one 15,000 RPM Fibre Channel drive designated as a hotspare drive, the capacity of which is not to be included in the above-stated minimum capacity
- A minimum of 9.6TB of raw disk space in three separate drive trays of at least 16 drive capacity each, populated with 400GB 10,000 RPM Fibre Channel drives
- Each Enclosure to include one 10,000 RPM Fibre Channel drive designated as a hotspare drive, the capacity of which is not to be included in the above-stated minimum capacity
- The drive bays shall have the ability to support mixed capacity sizes of its hard drives with no loss of drive or system capacity
- The drive bays shall be of a unified type that can accept any drive interface type
- No single hardware component will present a single-point-of-failure for application access to data
- All hardware components to be hot-swappable with zero downtime for application access to data

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S9VT3500	PAGE OF 13 36
		FIRM NAME (Must be filled in)	

- All required cables and connectors to present a fully-functioning system shall be provided
- All required interconnectivity equipment to virtualize the multiple Drive Enclosures over a two mile distance and present them as a single-entity to all applications/host servers and provide automated, transparent failover/failback in the event of a failure of an entire Drive Enclosure or any portion of the interconnectivity equipment. This failover/failback shall be affected automatically and transparently to the servers and applications, with zero downtime for application access to data and with no scripting or manual intervention required.
- All required rack-mounting hardware to properly attach and secure provided equipment shall be provided
- Each power supply shall have dual, redundant power input sources
- Each enclosure shall have at least dual, redundant power supplies and cooling fans
- Equipment shall operate on 100-240V input voltage at 50-60 Hz
- Equipment shall consume no more than the following wattages at normal operations:
 - SAN controller nodes 500 W
 - Drive trays 600 W
 - Management controller 180 W
- Equipment shall output no more than the following BTUs/hr at normal operations:
 - SAN controller nodes 1710 BTUs/hr
 - Drive trays 1890 BTUs/hr
 - Management controller 620 BTUs/hr
- Equipment shall have an operating temperature range within 40-95°F and a humidity range of 20-80%, non-condensing
- Equipment shall have an acoustic output of less than 65 dBA at normal operations
- Equipment shall carry UL Regulatory Approval
- Equipment shall be FCC Class A approved
- Equipment shall fit into a standard 19" rack (U value can be variable)

2.3.2 Management/Functionality

Each Enclosure shall natively provide, at a minimum, the following functionality:

- A secure (SSL) feature-complete browser management interface shall be available
- A secure (SSH) feature-complete command-line management interface shall be available
- A secure (SSH) feature-complete programmatic interface (e.g. Perl) shall be available

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S9VT3500	PAGE OF 14 36
		FIRM NAME (Must be filled in)	

- Management software shall be integrateable into Nortel Network Management System 10.5
- Ability to perform the following functions on-the-fly with zero application access to data downtime:
 - BIOS/Firmware maintenance/upgrades on all hardware components
 - System software maintenance/upgrades
 - Change RAID level
 - Change stripe size
 - Change storage tier level
 - Change media type
 - Clone, snapshot and/or copy volumes/pools
 - Reconfigure or add storage capacity (to include, at a minimum: controller, physical disk drive, drive bay, fabric path and server changes)
 - Create, expand, copy or mirror volumes/pools
 - Relocate one of the Drive Enclosures to a new physical location
 - All of the these functions shall require zero server reconfiguration, maintenance or upgrades
- A server's and/or application's access to data shall require no server-side software or components, beyond the Fibre Channel HBA driver
- Failover/failback of any hardware component or communications path shall require no server-side software or components, beyond the Fibre Channel HBA driver
- Failover/failback of any hardware component or communications path (with the exception of physically swapping out a failed hardware component, if required) shall require no manual intervention or server/application-specific scripting
- Failover/failback of any hardware component or communications path shall occur in a load-balanced manner with the remaining healthy components
- Support for at least four tiers of data storage: solid-state, two classes of Fibre Channel and SATA
- Unlimited ability to boot servers from the SAN (disk-free servers)
- LUNs shall be supported in sizes from 1MB to 2TB, at a minimum
- Ability to perform background scrubbing capability to proactively find and resolve media errors
- Ability to monitor individual drives health and provide predictive failure and automatically move data off drive and notify that drive replacement is needed
- Ability to perform background levelling/defragmenting/moving of data to balance data across all possible drive targets to spread I/O across as many spindles as possible
- Ability to use redundantly-pathed out of band monitoring and management communication paths
- Ability to modify the priority of a LUN's access to cache/controllers/fabric paths by day and/or time of day

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S9VT3500	PAGE OF 15 36
		FIRM NAME (Must be filled in)	

- Asynchronous and synchronous, bi-directional replication of multiple Enclosures with automatic routing of server access to preserve application access to data; requiring no server-side software or components, beyond the Fibre Channel HBA driver
- Ability to intermix RAID types across connected Enclosures
- Ability to mix differently-sized drives in the same drive tray and have full capacity of individual drives be utilized
- Ability for multiple Enclosures to be aggregated into a single unified system and managed as such
- Multiple Enclosures to operate in a true "Active-Active" manner with a virtualized presentation of multiple enclosures as a single entity to all data-consuming servers and applications
- Ability for uninterrupted access between multiple Enclosures during failover with no scripting required on hosts or applications
- Concurrent OS Support of at least (current, manufacturer supported version/patch levels):
 - Microsoft Windows NT/2000/2003/Vista
 - Sun Solaris 9/10
 - Novell Open Enterprise Server 2 (NetWare and Linux)
 - SUSE Linux SLES 9/10
 - RedHat Linux AS3.0/4.0
 - Mac OSX
 - VMware ESX Server/Infrastructure 3
- All required hardware, firmware and/or software licenses and/or activations required to implement above functionality on above hardware to be supplied and specified in response

2.3.4 Support

The following support services, at a minimum, shall be provided:

- Hardware maintenance: =< 4 hour on-site response 7x24x365
- Software maintenance: Support calls returned within 15 minutes of support call placement
- Hardware components shall self-monitor and notify both manufacturer and PHL-designated administrators of fault condition
- Software updates to be available via ftp/web
- Complete documentation available in hardcopy, PDF and online (www)
- Support Agreement to have at least a one (1) year term

2.4 Fibre Channel Network

2.4.1 Hardware

- Four (4) Fabric Switches
- Fabric switches to be modular type, with 8 port expansion capability
- Switches to come provisioned with 32 ports
- Equipment shall allow connectivity into the FC fabric at the speed of 4 GB/s, full duplex
- All ports to be non-blocking

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S9VT3500	PAGE OF 16 36
		FIRM NAME (Must be filled in)	

- Hot-swappable redundant power supplies and cooling fans
- All required cables and connectors to present a fully-functioning system shall be provided
- All required rack-mounting hardware to properly attach and secure provided equipment shall be provided
- Equipment shall operate on 90-264V input voltage at 50-60 Hz
- Equipment shall consume no more than 70 watts at normal operations
- Equipment shall output no more than 240 BTUs/hr at normal operations
- Equipment shall have an operating temperature range within 40-104°F and a humidity range of 8-80%, non-condensing
- Equipment shall carry UL Regulatory Approval
- Equipment shall be FCC Class A approved
- Equipment shall fit into a standard 19" rack (maximum size of 1U)

2.4.2 Management/Functionality

The fabric shall natively provide, at a minimum, the following functionality:

- A secure (SSL) feature-complete browser management interface shall be available
- A secure (SSH) feature-complete command-line management interface shall be available
- Management software shall be integrateable into Nortel Network Management System 10.5
- Fabric management software shall provide, at a minimum, the following functionality:
 - manage multiple switches
 - display and configure all possible fabric configuration details
 - display and configure all possible switch configuration details
 - display and configure all possible port configuration details
 - store performance and asset information
 - export data in formatted reports
 - user-configurable fabric change management
 - full-control/management of fabric's OS
 - call home and/or email on errors/warnings/failures (configurable thresholds)
 - historical performance monitoring
 - customized views
 - HBA management
 - switch profiling backup and cloning
 - switch firmware library and deployment control
 - able to launch any management application from any switch
 - diagnostics wizard to aid in device troubleshooting analysis
- Management interfaces shall include:
 - 10/100/1000 MB/s Ethernet (RJ-45)
 - Serial port (RS-232)

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S9VT3500	PAGE OF 17 36
	FIRM NAME (Must be filled in)		

- Fabric services provided shall include:
 - Simple name server
 - In order delivery (Class 2, 3)
 - Broadcast
 - Name server zoning
- Maintenance services provided shall include:
 - Power on self-test (POST)
 - Online port, internal and external loopback
 - Online system health
 - Predictive optics monitoring
 - Thermal event logging
 - Unit, port and FRU beaconing
 - System error LED
 - FRU failed LED
 - Software port swapping
- Support for the following Fibre Channel standards:
 - FC-AL-2
 - FC-DA
 - FC-FS
 - FC-GS-4
 - FC-MI
 - FC-PH-3
 - FC-PI
 - FC-SB-2
 - FC-SB-3
 - FC-SW-3
 - FC-SWAPI
 - FICON/CUP
- Support for the following SNMP standards:
 - FC-MIB
 - TCP/IP MIB II
- Support for the following Fibre Channel Classes of Service:
 - Class 2
 - Class 3
 - Class F
- Supported Port Speeds of:
 - 1/2/4 GB/s, full duplex, auto-negotiating
 - Port speeds shall be optionally programmable to a fixed speed
- Aggregate throughput of a fully populated switch shall be at least 256 GB/s
- Fabric latency shall be less than 1.6 microsecond (average)
- Media Type shall be hot-plug, industry standard LC small form factor pluggable (SFP)
- Supported distance and speed combinations of at least:
 - up to 50km at 4GB/s
 - up to 200km at 1GB/s

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S9VT3500	PAGE OF 18 36
		FIRM NAME (Must be filled in)	

- Ability to perform the following functions on-the-fly with zero application access to data downtime:
 - BIOS/Firmware/System software maintenance
 - Port expansion module installation or removal
 - SFP module installation or removal
 - All of the these functions shall require zero server reconfiguration, maintenance or upgrades
- Constructed fabric to support:
 - 4096 unique zone members/members per zone
 - 2048 zones
 - 1500 devices
- Dynamic, as-needed ISL Trunking with configurable parameters
- OS Support of at least (current, manufacturer supported version/patch levels):
 - Microsoft Windows NT/2000/2003/Vista
 - Sun Solaris 9/10
 - Novell Open Enterprise Server 2 (NetWare and Linux)
 - SUSE Linux SLES 9/10
 - RedHat Linux AS3.0/4.0
 - Mac OSX
 - VMware ESX Server/Infrastructure 3
- All required hardware, firmware and/or software licenses and/or activations required to implement above functionality on above hardware to be supplied and specified in response

2.4.3 Support

The following support services, at a minimum, shall be provided:

- Hardware maintenance: =< 4 hour on-site response 7x24x365
- Software maintenance: Support calls returned within 15 minutes of support call placement
- Hardware components shall self-monitor and notify both manufacturer and PHL-designated administrators of fault condition
- Software updates to be available via ftp/web
- Complete documentation available in hardcopy, PDF and online (www)
- Support Agreement to have at least a one (1) year term

2.5 FC-SCSI Bridge

To connect an existing Dell Power Vault 132T LTO-2 tape libraries into the Fibre Channel fabric, a single SCSI-Fiber Channel Bridge shall be provided. The specifications for the bridge shall be:

2.5.1 Hardware

- Equipment can be either an external, 19" rack-mountable device or embedded card
- Equipment shall allow connectivity of Dell Power Vault 132T tape library into the FC fabric at the speed of 4 GB/s, full duplex

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S9VT3500	PAGE OF 19 36
		FIRM NAME (Must be filled in)	

- If external, SCSI Connector shall be of the Ultra 160 (68-pin micro-D) type
- If external, there shall be a minimum of two SCSI connectors available
- All required cables and connectors to present a fully-functioning system shall be provided
- If external, equipment shall fit into a standard 19" rack
- If external, all required rack-mounting hardware to properly attach and secure provided equipment shall be provided
- Equipment shall operate on 110-240V input voltage at 50-60 Hz
- Equipment shall have an operating temperature range within 40-100°F and a humidity range of 10-80%, non-condensing
- Equipment shall carry UL Regulatory Approval
- Equipment shall be FCC Class A approved

2.5.2 Management/Functionality

The bridge shall natively provide, at a minimum, the following functionality:

- Class 3 transfers shall be supported
- Direct fabric connect shall be supported
- Error Recovery shall be supported
- RS-232, Ethernet and Fibre Channel in-band configuration, monitoring and management
- Concurrent OS Support of at least (current, manufacturer supported version/patch levels):
 - Microsoft Windows NT/2000/2003/Vista
 - Sun Solaris 9/10
 - Novell Open Enterprise Server 2 (NetWare and Linux)
 - SUSE Linux SLES 9/10
 - RedHat Linux AS3.0/4.0
 - Mac OSX
 - VMware ESX Server/Infrastructure 3
- All required hardware, firmware and/or software licenses and/or activations required to implement above functionality on above hardware to be supplied and specified in response

2.5.3 Support

The following support services, at a minimum, shall be provided:

- Hardware maintenance: =< 4 hour on-site response 7x24x365
- Software maintenance: Support calls returned within 15 minutes of support call placement
- Hardware components shall self-monitor and notify both manufacturer and PHL-designated administrators of fault condition
- Equipment shall not void any manufacturer warranty/service agreement
- Equipment shall be recognized as supportable by Dell
- Software updates to be available via ftp/web

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S9VT3500	PAGE OF 20 36
		FIRM NAME (Must be filled in)	

- Complete documentation available in hardcopy, PDF and online (www)
- Support Agreement to have at least a one (1) year term

2.6 Tape Backup Unit

Two identical Tape Backup Units shall be provided and each shall meet the following criteria:

2.6.1 Hardware

- Each library shall support connectivity via Fibre Channel: 4GB/s, full-duplex, non-blocking
- Each library shall support connectivity via Gigabit Ethernet
- Each library shall support connectivity via SCSI-LVD
- Each library shall support concurrent connectivity via all three interfaces
- Each library shall support at least 6 full-height LTO-4 tape drives
- Each library shall be delivered with 2 full-height LTO-4 tape drives
- Each library shall support at least one-hundred-twenty (120) tape slots in the enclosure
- Each library shall be delivered with licenses/activations for at least thirty (30) tape slots
- Each library shall be slot-upgradeable in five (5) slot increments via software keys with no hardware upgrades for slot expansion
- Each library shall have at least dual, redundant power supplies and cooling fans
- Each power supply shall have dual, redundant power input sources
- All tape library components must be hot swappable and ESD-protected
- All tape library components must be customer installable; at a minimum:
 - tape drives
 - interconnect devices
 - robot and media picker
 - library controller
- A sled/tray for an existing LTO-2 drive to be supplied
- Maximum Storage Capacity of 96TB (uncompressed) per library
- Library must support LTO-2, LTO-3, LTO-4, SDLT and SAIT tape drive technology
- All above formats must have the ability to operate at the same time and be controlled by one robot
- Library shall have rated throughput of at least 860 GB/hour with two LTO-4 drives
- Library must be built with modular components
- No single hardware component will present a single-point-of-failure for application access to data
- Equipment shall be rated to over 1,000,000 cycles MCBF
- All required cables and connectors to present a fully-functioning library shall be provided

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S9VT3500	PAGE OF 21 36
		FIRM NAME (Must be filled in)	

- All required rack-mounting hardware to properly attach and secure provided equipment shall be provided
- Equipment shall operate on 100-240V input voltage at 50-60 Hz
- Equipment shall consume no more than a maximum of 10 amps
- Equipment shall have an operating temperature range within 50-95°F and a humidity range of 20-80%, non-condensing
- Equipment shall have an acoustic output of less than 48 dBA at normal operations
- Equipment shall carry UL Regulatory Approval
- Equipment shall be FCC Class A approved
- Equipment shall fit into a standard 19' rack (maximum size of 14U)
- All media shall be loadable into the library via multi-unit packs/decks
- LTO-4 media (quantity of 128) to be delivered and must meet the following criteria:
 - Pre-bar-coded
 - Loaded into multi-item decks/packs
 - Carry a lifetime guarantee

2.6.2 **Management/Functionality**

Each Tape Backup Unit shall natively provide, at a minimum, the following functionality:

- A built-in graphical user interface via touch-screen color LCD panel
- A secure (SSL) browser management interface shall be available
- Management interface to have step-by-step wizards to assist with hardware re-configurations
- Library management software must have user access restrictions for multiple, different users
- Library must have firmware updates accessible via the internet
- Library must support firmware update via a USB device
- Library shall self-monitor its parameters and proactively notify when components need maintenance or replacement
- Ability to present single library simultaneously to least four (4) servers/OSs and/or applications
- Native support for AES-based 256-bit encryption; with no external or additional hardware or software required
- Library must support native encryption on all tape drive formats
- Library must support both encryption key management via LTO-4 drive method and natively in the library
- Encryption key must be sharable between multiple libraries, permitting seamless interchange of media between libraries
- Encryption shall impose zero (0) overhead to library's data throughput
- Encryption shall be "in the library" and require no server and application software reconfiguration or drivers

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S9VT3500	PAGE OF 22 36
		FIRM NAME (Must be filled in)	

- All tape library components to be Serial Number, Port Number and WWN reconfigurable when swapped to be "invisible" to all application using the library
- Power consumption monitoring functionality
- Library must be able to support migration of existing LTO-1 and LTO-2 media to LTO-4 via partitioning or some other native, "in-the-box" method
- Library must fully support all functionality of
 - SyncSort Backup Express
 - CA ArcServe
- Concurrent OS Support of at least (current, manufacturer supported version/patch levels):
 - Microsoft Windows NT/2000/2003/Vista
 - Sun Solaris 9/10
 - Novell Open Enterprise Server 2 (NetWare and Linux)
 - SUSE Linux SLES 9/10
 - RedHat Linux AS3.0/4.0
 - Mac OSX
 - VMware ESX Server/Infrastructure 3
- All required hardware, firmware and/or software licenses and/or activations required to implement above functionality on above hardware to be supplied and specified in response

2.6.3 **Support**

The following support services, at a minimum, shall be provided:

- Hardware maintenance: =< 4 hour on-site response 7x24x365
- Software maintenance: Support calls returned within 15 minutes of support call placement
- Telephone support to be available 7x24x365
- Hardware components shall self-monitor and notify both manufacturer and PHL-designated administrators of fault condition
- Software updates to be available via ftp/web
- Complete documentation available in hardcopy, PDF and online (www)
- Support Agreement to have at least a one (1) year term

2.7 **Host Bus Adapters**

The server farm to be initially connected is anticipated to consist of Dell PowerEdge 2650 (10), Dell PowerEdge 6650 (10) and HP DL 360/380/580 (10) servers. The following is the acceptable alternative for the host bus adapters:

- 62 single-port adapters (60 live and 2 spare)

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S9VT3500	PAGE OF 23 36
		FIRM NAME (Must be filled in)	

2.7.1 **Hardware**

The host bus adapters shall meet the following specifications:

- HBA bus interface shall be 64-bit, PCI-X 2.0 266-MHz DDR compliant
 - compatible with 66/33-MHz PCI and 133/100/66-MHz PCI-X
- HBA signal voltage shall be 3.3V (mode 1) compatible
- HBA shall have the minimum following on-board memory:
 - 1-MB SRAM
 - 1-MB flash (SPI)
 - 2-KB NVRAM (SPI)
- HBA shall support cable distances at the 4GB/s data rate:
 - 150 meters 50/125 µm fiber
 - 70 meters 62.5/125 µm fiber
- HBA shall have multiple LEDs to display real-time status and link activity information
- HBA shall be RoHS compliant
- HBA shall have an operating temperature of 32-131°F and a humidity range of 10% to 90%, non-condensing
- HBA shall consume no more than seven (7) watts at normal operations
- HBA shall carry UL Regulatory Approval
- HBA shall be FCC Class A approved

2.7.2 **Management/Functionality**

The HBAs shall natively provide, at a minimum, the following functionality:

- HBA shall conform to the following PCI specifications:
 - PCI Local Bus Specification, revision 2.3
 - PCI-X Protocol Addendum to the PCI Local Bus Specification, revision 2.0a
 - PCI-X Electrical and Mechanical Addendum (revision 2.0a) to the PCI Local Bus Specification
 - PCI Bus Power Management Interface Specification revision 1.1
 - PCI Hot Plug Specification, revision 1.0
- HBA shall supported port speeds of:
 - 1/2/4 GB/s, full duplex, auto-negotiating
 - Port speeds shall be optionally programmable to a fixed speed
- HBA shall have a typical performance of 115,000 IOPS per port
- HBA shall be capable of frame-level multiplexing and out-of-order frame reassembly
- HBA shall support the following topologies, with auto-detection:
 - Point-to-point (N_Port)
 - Arbitrated Loop (NL_Port)
 - Switched Fabric (N_Port)
- HBA shall support F_Port and FL_Port login with 2,048 concurrent logins and 2,048 active exchanges
- Support for the following Fibre Channel Classes of Service:
 - Class 2

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S9VT3500	PAGE OF 24 36
		FIRM NAME (Must be filled in)	

- Class 3
- Support for the following Fibre Channel standards:
 - FC-AL-2
 - FC-FLA
 - FC-FS
 - FC-GS-3
 - FC-PH-3
 - FC-PLDA
 - FC-TAPE
- FCP-2
- SCSI-FCP
- HBA shall support loopback and read/write buffer tests
- HBA shall support error-checking to verify the integrity of data blocks
- HBA shall utilize a single driver (binary) per OS across multiple adapter family/generations
- All above-listed routing and failover/failback functionality shall require only the standard, manufacturer-supplied HBA driver and no additional software, drivers or applications
- HBA shall support device and host booting from the SAN
- HBA shall be of a single ASIC design type
- HBA shall have small form factor fixed (SFF) multi-mode optic with LC-style connector
- HBA shall conform to the low-profile size (MD2) format
- HBA shall fully function in the following platforms:
 - IA32 (x86)
 - IA64
 - Intel64 (EM64T)
 - AMD64
 - Sun SPARC
 - Apple G5 (Xserve and Power Mac)
- OS Support of at least (current, manufacturer supported version/patch levels):
 - Microsoft Windows NT/2000/2003/Vista
 - Sun Solaris 9/10
 - Novell Open Enterprise Server 2 (NetWare and Linux)
 - SUSE Linux SLES 9/10
 - RedHat Linux AS3.0/4.0
 - Mac OSX
 - VMware ESX Server/Infrastructure 3
- All required hardware, firmware and/or software licenses and/or activations required to implement above functionality on above hardware to be supplied and specified in response

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S9VT3500	PAGE OF 25 36
		FIRM NAME (Must be filled in)	

2.7.3 Support

The following support services, at a minimum, shall be provided:

- Hardware maintenance: =< 4 hour on-site response 7x24x365
- Software maintenance: Support calls returned within 15 minutes of support call placement
- HBA shall not void any manufacturer warranty/service agreement
- Equipment shall be recognized as supportable by Dell and HP
- Software updates to be available via ftp/web
- Complete documentation available in hardcopy, PDF and online (www)
- Support Agreement to have at least a one (1) year term

2.8 Maintenance and Service Plans

Notwithstanding the variations in standard warranties, service and maintenance plans for the supplied equipment, pricing in Section 5 shall include extending the support, maintenance, service/support plans and service/support programs for all the above equipment (hardware, software, licenses, and activations) to a period of four (4) years. If any of the supplied equipment has a plan of a longer period, it shall not be de-rated.

2.9 Integration and Other Services

In addition to the equipment in the previous sections of this Invitation and Bid, the City of Philadelphia requires Integration and Consulting Services to install, configure, deploy and integrate the computer systems, hardware and software identified in this document into its existing network.

2.9.1 Scope of Services

For each of the following items, bidders shall provide the following:

- Proposed Deliverables
- Estimated Schedule and Timelines
- Key Assumptions
- Personnel Requirements

2.9.2 SAN Deployment

Successful bidder shall deliver a complete and functioning (as described herein) SAN to the City of Philadelphia. The services to be provided shall include:

- Installation and configuration of Drive Enclosures
- Installation and configuration of Fibre Channel network
- Installation and configuration of HBAs
- Installation and configuration of FC-SCSI Bridge
- Installation and configuration of Tape Backup Units
- Reconfiguration of network to integrate Fibre Channel network into existing infrastructure
- Testing and validation that the above installed equipment completely meets the Functionality specifications herein
- Remediation for any defects discovered during above validation

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S9VT3500	PAGE OF 26 36
		FIRM NAME (Must be filled in)	

- Migration of data from existing Direct Attached Storage onto the SAN, to include approximately three (3) TB of data; contained on approximately 30 servers and 75 partitions
- Provide on-site training for PHL staff (2-3 people, 2-3 day class) on the above equipment; to include, at a minimum: the Drive Enclosures, Fibre Channel Fabric and Tape Backup Units
- Provide a written report of services performed in accordance with this section

2.9.3 Disaster Recovery Plan

The successful bidder shall develop, write, test and validate a Disaster Recovery Plan to account for one of the Data Centers "going away". In the plan, the contingency incidents should include, at a minimum:

- Environmental Incidents
- Deliberate Disruptions
- Utility and Service Losses
- Equipment and/or System Failures
- IT Security Incidents
- Other Emergency Situations

The plan shall include backup and recovery of:

- IT systems
- Premises/Essential Equipment
- Information/Documentation
- Administration/Operations
- Customer Service/Presence

2.9.4 New IT Operational Procedures

The successful bidder shall develop, write, test and validate new IP Operational Procedures to handle the new IT operational issues introduced by the deployment of the SAN, to include:

- SAN failover/failback scenarios
- Fibre Channel failure failover/failback scenarios
- Tape Backup Unit failover/failback scenarios
- Server failure failover/failback scenarios

2.9.5 Project Management

Successful bidder shall provide Project Management for the Scope of Services for this Invitation and Bid. This is to include at least weekly meetings with PHL-designated personnel and a written report of services performed in accordance with this section.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S9VT3500	PAGE OF 27 36
		FIRM NAME (Must be filled in)	

2.10 Other Provisions

- The City will provide a single point of contact for this engagement
- The respondent shall be responsible for all materials, equipment, software, licenses, activations, labor, supervision and all other associated apparatus necessary to completely install, configure, test, validate and turn over a fully operational solution
- The equipment, installation and configuration shall comply with the manufacturer's best practices and recommendations
- All installed equipment shall be new; used or refurbished equipment is not acceptable
- Licenses and activations shall be provided for all installed hardware and software
- Any additional or recommended equipment, options or configuration may be included; these optional items should be so designated and explanatory text provided
- Any item of equipment or material not specifically addressed in this Invitation and Bid to provide a complete and functioning (as specified herein) installation shall be provided in a level of quality consistent with other specified items; these items should be so designated and explanatory text provided

2.11 Warranty and Registration

2.11.1 To Be Included

All equipment to be delivered under this contract must carry the Original Equipment Manufacturer's warranty that will commence upon acceptance of the equipment by the City. During this period the vendor shall make all necessary repairs and provide parts replacement to the City at no charge.

2.11.2 Forms

The City of Philadelphia requires the successful bidder to supply the WARRANTY and REGISTRATION for all warrantable and registrable components. The forms shall be supplied to the City by the successful bidder, listing component description and serial number and chassis serial number. Each form shall require the signature of a representative of the City (PHL), the successful bidder and the subcontractor, where applicable.

If the successful vendor supplies a standard warranty or registration form which includes disclaimers, the City reserves the right to refuse to sign. If no other registration form can be supplied the City shall sign the standard form as a "REGISTRATION ONLY".

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S9VT3500	PAGE OF 28 36
		FIRM NAME (Must be filled in)	

2.11.3 **Penalty**

The City reserves the right to hold final payment until all warranties and registrations are completed and a copy of such is supplied to PHL.

2.12 **Delivery**

2.12.1 **Factory Acceptance Testing**

All equipment to be delivered under this contract shall be assembled, configured, acceptance tested and qualified at the manufacturer's factory or other facility prior to delivery, as much as practicable.

2.12.2 **Location**

All equipment to be delivered under this contract shall be delivered to:

Airport Warehouse
 PHL International Airport
 8500 Essington Avenue
 Philadelphia, PA 19153
 Delivery shall be co-coordinated with:
 Charles Reed
 Philadelphia International Airport
 8500 Essington Avenue, Terminal E
 Philadelphia, PA 19153
 Phone: 215-937-6067
 Charles.Reed@phl.org

BIDDER TO COMPLETE SECTION 5, "TYPE OF TRANSPORT."

SECTION 3: BID EVALUATION AND AWARD

3.1 EVALUATION

3.1.1 Bid will be evaluated by the Procurement Department.

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

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

- (i) improper bid security
- (ii) improper bid execution
- (iii) incompleteness
- (iv) offering counter terms and conditions

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S9VT3500	PAGE OF 29 36
		FIRM NAME (Must be filled in)	

3.1.4 Bidders whose bids are determined to be non-responsible for reasons of bidder qualification shall be notified by the City of the reasons for the determination and may contest the finding of non-responsibility through the prescribed procedures described in paragraph 12 of "Terms and Conditions of Bidding and Contract".

3.2 AWARD

3.2.1 This Invitation and Bid shall be awarded as a whole to the lowest responsive and responsible bidder. Bidder must bid all items to be eligible for award.

3.2.2 If the 5 % local bid preference is applicable, the total bid price or total section price of the certified Local Business Entity (LBE) will be multiplied by .95 and rounded to the second decimal place. The adjusted bid price of the LBE will then be used in determining the lowest responsive and responsible bidder.

Unless the Procurement Commissioner determines not to grant a preference for the reasons stated in subsection b., of the LBE Regulation, an LBE, whose bid is otherwise responsive and responsible and who has submitted the information required above, shall be granted a five percent bid preference on competitive bid(s) awards that are over \$25,000.00 and awarded as a whole or by section.

3.2.3 Performance Security

If the total award amount is \$500,000 or less, bidders attention is directed to paragraph 9 of "Terms and Conditions of Bidding and Contract", for the required Performance Security.

Please note however, that all awards as a result of this bid will have a minimum contract amount of \$25,001.00. All awards at the \$25,001.00 amount will be subject to a \$50.00 Master Performance Security Fee.

If the total award amount exceeds \$500,000, the Master Performance Security Program does not apply. Upon notification of award, the City will require the successful vendor to provide an individual Performance Bond in the amount of 100% of the contract award as specified in the Letter of Award. For any subsequent renewal periods, sections 1.2.1 and 1.2.2 shall apply.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S9VT3500	PAGE OF 30 36
		FIRM NAME (Must be filled in)	

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

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

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

3.2.5 Insurance

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

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S9VT3500	PAGE OF 31 36
		FIRM NAME (Must be filled in)	

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

SECTION 4: CONTRACT MANAGEMENT

4.1 CITY OF PHILADELPHIA RESPONSIBILITY

4.1.1 Order Against Contracts

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

4.1.2 Invoices shall be submitted after delivery and acceptance of the Product or service by the City. The City attempts to process invoices in a timely manner. Delays can occur because of incomplete or inaccurate invoicing information. Please make sure that invoices contain the information as specified in Section 4.2.12., this is necessary to process payments to the Contractor as quickly as possible. Invoices which are not in accordance with the instructions in section 4.2.12 will be rejected for correction.

4.1.3 The using agencies and departments are responsible for monitoring the services and/or products delivered as described in the contract. If any problems arise, a letter should be sent to the vendor requesting resolution by a specified date. A copy should be sent to the buyer. If vendor does not resolve the breach of contract by the requested date the matter should be turned over to the buyer.

4.1.4 **ADD-ONS:**

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

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

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S9VT3500	PAGE OF 32 36
		FIRM NAME (Must be filled in)	

reserves the right to accept or reject the letter and to acquire the supplies or materials in the open market.

4.2 VENDOR RESPONSIBILITY

- 4.2.1 Contractor may deliver only products, services or equipment as authorized in the contract and only after receipt of a purchase order or other authorized document from the Procurement Department. All orders must be in writing. Contractor shall not accept verbal delivery requests until after receipt of purchase order or other authorizing document from Procurement.
- 4.2.2 Contractor may deliver only products, services or equipment at the prices quoted in the contract and that are reflected on a purchase order or a change to a purchase order (a change to a purchase order is issued whenever the items, unit price, total amount, or terms and conditions change from the original purchase order).
- 4.2.3 Contractors may deliver products, services or equipment up to the dollar limit of the purchase order and for the period shown on the purchase order. Contractors are requested to carefully monitor obligations against purchase orders and inform the departments of anticipated funding shortfalls.
- 4.2.4 DELIVERY:
- Unless otherwise specified in Section 2, noted by bidder in Section 5, and/or approved by the Using Agency, delivery of product and/or service will be made within 30 days from date requested by Using Agency. VENDOR NOTE: In Section 5, specify delivery if other than 30 days.
- 4.2.4.1 Liquidated Damages
- Liquidated Damages in the amount of 5% of the unit price may be applied to each item which exceeds the delivery schedule/requirement.
- 4.2.5 In the event that the contractor receives an order for products, services or equipment not specifically priced and incorporated into the contract, they must:
- (i) bring this to the immediate attention of the Procurement Dept., and

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S9VT3500	PAGE OF 33 36
		FIRM NAME (Must be filled in)	

(ii) notify the ordering agency in writing and refuse to deliver.

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

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

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

4.2.9 Approval of Work

All completed work shall be approved by the ordering department prior to approval for payment. Work must be completed in a first class workmanlike manner to the absolute satisfaction of the City. The cost of any faulty or inadequate workmanship or parts will not be paid for by the department and must be assumed by the Contractor.

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

4.2.11 Invoices/Receipts

4.2.11.1 Invoices should be sent in triplicate to each ordering department: One (1) original and two (2) carbon copies of fully itemized invoices (no photostat copies). Failure to submit invoices in the form noted below will cause a delay in payment.

(a) After the delivery or services have been completed the Contractor must submit three (3) copies of the invoice for payment to the receiving department listed on the purchase order.

(b) The invoice must correctly reference the purchase order number, the vendor name, address and Federal Employer Identification number.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S9VT3500	PAGE OF 34 36
		FIRM NAME (Must be filled in)	

- (c) Checks will only be made payable to the company name as shown on the purchase order; the invoice must reflect this same company name as the "pay to".
- (d) The invoice must show the quantity and type of item or service and the price.
- (e) The unit of purchase on the invoice must agree with the unit cited on the purchase order. Reference to the specific line item is helpful.

4.3 PRICE INCREASE OR DECREASE:

4.3.1 Contractor shall provide Storage Area Network Hardware and Integration Services at the prices set forth in Section 5 for period of twelve (12) months; thereafter, service may be renewed under the terms and conditions of this agreement at the sole option of the City on an annual basis for additional one (1) year period(s). Contractor may increase prices for the three (3) renewal period(s) provided that; notice of price increases must be received, in writing, by the City at least 60 days prior to the expiration of each contract period and price increase letter shall be sent to the Buyer, Room 120 Municipal Services Building, 1401 JFK Blvd., Phila., PA 19102, referencing the Bid #, Contract #, period and showing item(s), descriptions and applicable pricing.

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

Failure to notify the City within this sixty (60) day time frame shall result in the following:

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

or

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

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

Failure to notify the City within the time frame specified in 4.3 will result in a commensurate delay in implementing the price change.

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S9VT3500	PAGE OF 35 36
		FIRM NAME (Must be filled in)	

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

SECTION 5: PRICING

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

NOTE:

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

Bidder to state firm pricing for all items. **No additional charges will be allowed.**

	Quantity	Unit of Measure	Unit Price	Total Amount
5.1 42710 028 000 DRIVE ENCLOSURE	2	EA	\$_____	\$_____
5.2 42710 028 001 FIBRE CHANNEL NETWORK	1	EA	\$_____	\$_____
5.3 42710 028 002 FIBRE CHANNEL SCSI BRIDGE	1	EA	\$_____	\$_____
5.4 42710 028 003 TAPE BACKUP UNIT	2	EA	\$_____	\$_____
5.5 42710 028 005 SINGLE- PORT HOST BUS ADAPTERS	62	EA	\$_____	\$_____
5.6 26610-065-000 MAINTENANCE AND SUPPORT FOR PIA' STORAGE AREA NETWORK.	1	LO	\$_____	\$_____
5.7 26610 065 001 INTEGRATION SERVICES	1	LO	\$_____	\$_____

INVITATION AND BID Continuation	CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685	BID NUMBER S9VT3500	PAGE OF 36 36
		FIRM NAME (Must be filled in)	

Extended Total Bid Amount \$ _____
(Unit Price X Quantity for
all items bid)

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

TYPE OF TRANSPORT: _____

BIDDER SPECIFY IF DELIVERY IS OTHER THAN 30 DAYS: _____

Attention Bidder:

This bid document may not contain all of the documents that you will need to complete the bid submission. On occasion, it is not possible to include the following:

Exhibits

Drawings

Attached specifications

Attached documents

If you have not received a corresponding attachment, drawing or exhibit that is referenced in the bid document you may obtain it by contacting the Public Information Unit at 215-686-4720.



CITY OF PHILADELPHIA

INSTRUCTIONS FOR GETTING PAID BY THE CITY OF PHILADELPHIA

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

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

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

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

VENDORS INTERESTED IN RECEIVING PAYMENTS ELECTRONICALLY MUST COMPLETE AN ACH VENDOR ENROLLMENT AND CHANGE FORM. THIS FORM CAN BE DOWNLOADED FROM WWW.PHILA.GOV/BIDS.

BIDDERS GUIDELINES*

The following list will assist you in the preparation of your bid.

- Read the entire bid so that you fully understand all the requirements.
- All bids must be submitted to the City no later than the time and date stated as the bid opening.
- Note the City Anti-Discrimination Policy. If Minority Business Council Participation is required be sure to fill out all appropriate forms. If you have questions call MBEC at (215) 686-6232.
- Make sure you submit the appropriate Bid Security and Bid Submission Fee with your bid. Refer to Section 1 of the bid and the Conditions of Bidding sheet.
- Bidder must meet **all** qualifications.
- If an alternate to any item is being offered, you must follow the instructions in paragraph 2 of the Conditions of Bidding sheet.
- Does the bid require a site inspection, attendance at a Pre-Bid Meeting, samples, financial information or other data you must provide?
- Have you signed and returned all Addenda?
- If the bid is going to be awarded as a whole, you must bid on all items. See Section 3 of the bid: Bid Evaluation and Award.
- Bidders' attention is directed to the Conditions of Bidding sheet regarding the Master Performance Bond.
- Bids and pricing must be written in ink or typed. FAXed bids will not be accepted.
- **Do not** submit counter terms or conditions. **Your bid will be rejected**.
- Have you signed the Contract Page and affixed your Corporate Seal as required?
- **Do not** combine check amounts: All checks should be individual and specific.
- Please double check all mathematical calculations for errors.

If you have questions call Public Information at (215) 686-4720.

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



**CITY OF PHILADELPHIA
PROCUREMENT DEPARTMENT
Public Information Unit**

ATTENTION VENDORS

If your company would like to receive the results of a particular bid, the Public Information Unit of the Procurement Department will forward this information to you at a **fee of \$10.00** for **each** bid number requested. Please be advised that bid tabulations **are not available** by telephone. If you have any questions, Please call 215-686-4755 or 215-686-4756.

BID RESULTS REQUEST FORM

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

PLEASE NOTE INCREASED FEE Date of Request: _____

Bid Number Requested: _____ Opening Date: _____

Company Name: _____

Company Representative: _____

Address: _____

Telephone No.: _____ Fax No.: _____

Mail this Request to the address below and enclose the following items:

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

Failure to send either of the above items, will void your request.

Mail Request To:
The Procurement Department Public Information Unit
Attention: Bid Results
1401 JFK Blvd.
Room 170B
Philadelphia, PA 19102

DO NOT SEND CASH



CITY OF PHILADELPHIA

Procurement Department
120 Municipal Services Building
Philadelphia, PA 19102-1685
(215) 686-4720
(215) 686-4716 Fax

Hugh Ortman
Procurement Commissioner

Master Bid Security Program for Service, Supplies and Equipment Bids Period of Coverage: July 1, 2007 – June 30, 2008

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

Dear Vendor:

The Philadelphia City Charter requires that each bid submission over \$25,000 be accompanied by a certified check in the amount specified in the bid invitation. This requirement can be met for most bids if the Bidder is covered under the City's Master Bid Security Program. This program provides bid security coverage for Service, Supply and Equipment bids that have a total dollar value of over \$25,000 up to \$500,000.

To file for coverage under the Bid Security Program, for the period **July 1, 2007 to June 30, 2008**, complete the enclosed application and return it with a check for **\$120.00**. Make the check payable to "City of Philadelphia". It is **non-refundable**. To clarify the precise use of the check, enter the words "**Bid Security Program**" 2007 – 2008 on the face of the check.

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

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

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

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

Company Name: _____

Fed EIN/SSN: _____

Street Address _____

City, State, Zip: _____

Contact Person: _____

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

A. Check payable to the City of Philadelphia in the amount of \$120.00 for 7/1/07 to 6/30/08
(NO PERSONAL CHECKS)

Internal Use Only

Rcvd. ___/___/___ Pymt. Type _____ Ck. Amt. \$ _____ Ck.# _____



CITY OF PHILADELPHIA

Office of the Director of Finance
Room 1330, Municipal Services Bldg.
1401 John F. Kennedy Boulevard
Philadelphia, Pa 19102-1685

Rob Dubow
Director of Finance

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

This system will be operational twenty four hours a day, seven days a week. All you have to do is dial **215-686-5968**, and follow the prompts to get an up-to-date status on your payments.

Enclosed for your convenience is an easy to use reference guide which provides a brief overview of what you can expect. I urge you to give it a try and see for yourself how easy it is to use. If you should happen to experience any problems, or if you would like to comment on this system, please call the **Office of the Director of Finance** at **215-686-6167**.

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

Vendor Information Payment Reference Guide

- 1- Call 215-686-5968.
- 2- After the prompts, enter the 8 numeric characters that uniquely identifies your purchase order.
- 3- Select one of the three inquiry options:
 - ▶ a) by your purchase order.
 - ▶ b) by your company.
 - ▶ c) by your specific invoice number.
 - (Numeric invoice numbers only)

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

BID SUBMISSION

1. PREPARATION AND SUBMISSION OF BID.

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

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

AMOUNT OF BID OR ESTIMATED CONTRACT	AMOUNT OF CERTIFIED CHECK
\$ 25,000.00 or less	No Check Required
\$ 25,000.01 - \$ 99,999.99	\$ 500.00
\$100,000.00 - \$249,999.99	\$2,000.00
\$250,000.00 - \$499,999.99	\$4,000.00
\$500,000.00 or more	\$6,000.00

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

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

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

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

AMOUNT OF BID OR ESTIMATED CONTRACT	AMOUNT OF PROCESSING FEE
\$ 25,000.00 or less	No Check Required
\$ 25,000.01 - \$ 100,000.00	\$ 10.00
\$ 100,000.01 - \$ 300,000.00	\$ 30.00
\$ 300,000.01 - \$ 500,000.00	\$ 50.00
\$ 500,000.01 - \$1,000,000.00	\$100.00
\$1,000,000.01 - \$2,000,000.00	\$200.00
\$2,000,000.01 - \$3,000,000.00	\$300.00
\$3,000,000.01 - \$4,000,000.00	\$400.00
\$4,000,000.01 - \$5,000,000.00	\$500.00
\$5,000,000.01 or more	\$600.00

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

5. PATENTS. The successful bidder shall be solely responsible for all royalties and charges that may be due to any patent holder for or on account of the use of any patented appliance, product or processes. Evidence of such payment shall be submitted upon request of the Procurement Commissioner and failure to submit such evidence may, in the sole discretion of the Procurement Commissioner, result in rejection of the bid or constitute an event of default, entitling the City to all rights and remedies as provided herein in Section 16 and/or 18.

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

EVALUATION AND AWARD

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

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

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

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

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

stated in the written determination finding the bidder not responsible. Any further determination of a contesting bidder's responsibility shall be vested in the sound discretion of the Procurement Commissioner and other City officials.

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

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

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

CONTRACT EXECUTION AND CONFORMANCE

13. CONTRACTS. Awards of contracts in amounts less than or equal to \$25,000 shall become contracts binding upon the City upon written notice of award by the Procurement Commissioner. Awards of contracts in amounts greater than \$25,000 shall not become contracts binding upon the City until after written notice of award is made and until after all of the following conditions have been satisfied:

- a. Successful bidder posts sufficient performance security, as required in the Invitation and Bid, within the time specified in the written notice of award;
- b. Successful bidder posts a payment bond or other payment security, if and as required by the Invitation and Bid, within the time specified in the written notice of award;

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

c. Approval of the Contract as to form by the City's Law Department;

d. Certification by the Director of Finance and City Controller as to the availability of funds; and

e. Execution of the Contract by the Procurement Commissioner.

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

14. PERFORMANCE SECURITY. The City of Philadelphia requires performance security for contracts greater than \$25,000. If the amount of the contract to be awarded is greater than \$25,000 but less than or equal to \$500,000, the successful bidder is required to participate in the City's Master Performance Security Program by paying to the City a non-refundable fee of \$5.00 per thousand dollars of the contract amount for firm limit contracts and \$4.00 per thousand dollars of the contract amount for requirements contracts, or as otherwise specified. If the amount of the contract to be awarded is in excess of \$500,000 the successful bidder is required to furnish an individual performance bond, issued by a surety approved by the City on a form prepared by the City's Law Department and in the amount specified in the notice of contract award. The successful bidder is also required to pay a bond preparation fee to the City's Law Department in an amount prescribed by Chapter 17-700 of The Philadelphia Code; a schedule of such fees may be obtained from the Procurement Department's Public Information Office.

15. INSURANCE. Unless otherwise specified, the successful bidder (referred to in this Section as "Contractor") shall, at its sole cost and expense, procure and maintain in full force and effect, during the entire period of the Contract (including any applicable warranty and/or renewal periods), the minimum types of insurance specified below. All insurance shall be procured from reputable insurers authorized to do business in the Commonwealth of Pennsylvania and shall be acceptable to the City. All insurance required herein shall be written on an "occurrence" basis and not a "claims-made" basis. The City of Philadelphia, its officers, employees, and agents are to be named as additional insured on all policies required hereunder, except the Workers' Compensation and Employers' Liability. Also, an endorsement is required stating that the coverage afforded these parties as additional insured will be primary to any other coverage available to them. The City's coverage as an additional insured shall be primary coverage. The insurance shall provide for at least thirty (30) days prior written notice to be given to the City in the event coverage is materially changed, canceled or non-renewed. Certificates of insurance evidencing the required coverages shall be submitted to the City within fifteen (15) days of notice of contract award. The City reserves the right to require the Contractor to furnish certified copies of the original

policies of all insurance required hereunder at any time upon fifteen (15) days prior written notice. The insurance requirements set forth herein are not intended and shall not be construed to modify, limit, or reduce the indemnifications made in this Contract by the Contractor to the City of to limit the Contractor's liability under this Contract to the limits of the policies of insurance required to be maintained by the Contractor hereunder.

(a) WORKERS COMPENSATION AND EMPLOYERS LIABILITY

(1) Workers' Compensation – Statutory limits

(2) Employers Liability - \$100,000 Each Accident – Bodily Injury by Accident; \$100,000 Each Employee – Bodily Injury by Disease; \$500,000 Policy Limit – Bodily Injury by Disease

(3) Other states insurance including Pennsylvania

(b) GENERAL LIABILITY INSURANCE

(1) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.

(2) Coverage: Premises operation: Blanket Contractual liability; Personal Injury liability; Products and completed operations; Independent Contractors; Employees as additional insured; Cross liability; Broad form property damage (including loss of use) liability; Asbestos abatement liability coverage (Note: Required for asbestos abatement projects only).

(c) AUTOMOBILE LIABILITY

(1) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.

(2) Coverage: owned, non-owned and hired vehicles.

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

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

Program, for 10% of the amount of its bid, as liquidated damages to the City; or where the damages are readily ascertainable by the City, for the actual loss, cost or damage incurred by the City as a result of its failure to execute the contract or to furnish such bonds, performance security or insurance.

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

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

a. Failure by Contractor to comply with any provision or Section of the Contract, including the bid specifications contained in the Invitation and Bid and these Terms and Conditions of Bidding and Contract and/or failure by Contractor to comply with any federal, state and local law, statute, ordinance or regulation of any governmental department, board, agency and commission.

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

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

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

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

f. The Procurement Department's determination that the Contractor is not a responsible bidder on the

Invitation and Bid, where such determination is made, and is based upon, information received after award of the Contract and/or after execution of the Contract by the Procurement Commissioner and/or after satisfaction of any or all other conditions of a binding Contract set forth in Section 2 above.

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

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

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

b. Appropriate to the payment of the difference between the Contract price and the cost of such substitute goods or services, and the amount of any other loss, cost or damage incurred by the City as a result of the default, any monies which may then be due and payable to Contractor under this Contract or any other Contract that Contractor then has with the City.

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

20. PAYMENT FOR EQUIPMENT. Unless otherwise provided in the bid specifications, when equipment involves installation, (which shall also be interpreted to mean erection and/or setting up or placing in position for service or use) and/or testing, and where such installation or testing is delayed though no fault of the contractor, contractor shall be entitled to a payment equal to 50% of the price bid when such equipment is delivered on site and to a further payment equal to an additional 25% of the price bid when the equipment is

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

installed and ready for test. The balance shall be paid only after the equipment is tested and found to be satisfactory by the City. If the equipment must be tested, but installation is not required to be made by the supplier or if the equipment must be installed but testing is not required, and the installation or testing is delayed through no fault of the contractor, contractor shall be entitled to a payment equal to 75% of the price bid at the time of delivery and the balance shall be paid after satisfactory testing and/or installation, as required.

TAX MATTERS

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

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

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

b. Subcontractor's Certification of Non-Indebtedness - Contractor shall require all subcontractors performing work in connection with this Contract ("subcontractor"

shall also include suppliers providing goods or materials) to be bound by the following provision, and Contractor shall cooperate fully with the City in exercising the rights and remedies described below or otherwise available at law or in equity:

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

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

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

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

GENERAL INFORMATION

24. COMPLIANCE WITH LAWS. All goods and services and all documents and other materials furnished under the Contract shall conform with all applicable federal, state and local laws, statutes and ordinances and the applicable rules, regulations, methods and procedures of all governmental boards, bureaus, offices, commissions and other agencies. Contractor shall maintain during the term of the Contract all licenses, and authorizations required by any

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

applicable federal, state or local law or regulation. Applicable law shall include, without limitation, the laws stated in paragraphs 25 through 29 herein.

25. NONDISCRIMINATION.

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

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

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

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

General, Aramark Tower, Third Floor, 1101 Market Street, Philadelphia, PA 19107.

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

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

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

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

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

c. Bidder agrees to cooperate with the City's Director of Finance in any manner which the said Director deems reasonable and necessary to carry out the Director's responsibilities under Section 17-104 of The Philadelphia Code. Bidder expressly understands and agrees that any false certification or representation in

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

connection with this subparagraph (c) and/or any failure to comply with the provisions of this subparagraph (c) shall constitute a substantial breach of any Contract resulting from the Invitation and Bid entitling the City to all rights and remedies provided in this bid or otherwise available in law (including, but not limited to, Section 17-104 of the Philadelphia Code) or at equity. In addition, it is understood that false certification or representation is subject to prosecution under IS Pa.C.S. Section 4904.

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

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

29. PHILADELPHIA 21st CENTURY MINIMUM WAGE STANDARD. If Contractor is an Employer, as defined at Philadelphia Code Section 17-1303, Contractor shall comply with the minimum compensation standards by providing its employees with an hourly wage, excluding benefits, at least 150 percent of the federal or state minimum wage, whichever is higher, as more fully set forth at Philadelphia Code Chapter 17-1300. The Contractor shall promptly provide to the City all documents and information verifying its compliance with the requirements of Section 17-1300. Furthermore, Contractor shall notify each affected employee what wages are required to be paid.

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

**TERMS AND CONDITIONS OF BIDDING AND CONTRACT
SIGNING OF BIDS**

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

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

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

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

SIGNING OF BIDS:

If bid is by an **INDIVIDUAL** or a **PARTNERSHIP**, or if the bid does not exceed \$25,000, date and sign the bid here, with the original signatures, in ink.

This _____ day of _____ 20

(Signature of Owner, Partner)

(Type or Print Name and Title)

(Business Name of Bidder)

(Address, including Zip Code)

(Telephone Number, including Area Code)

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

This _____ day of _____ 20

CORPORATE SEAL

(Corporate or Business Name of Bidder)

(Address, including Zip Code)

(Telephone Number, including Area Code)

(Signature of President or Vice President)

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

(Type or Print Name and Title)

(Type or Print Name and Title)

APPROVED AS TO FORM

CONTRACT EXECUTION

(Assistant City Solicitor)

(Procurement Commissioner)



CITY OF PHILADELPHIA

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

Hugh Ortman
Procurement Commissioner

Dear Valued Vendor,

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

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

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

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