

BID OPENING DATE AND TIME

On: July 6, 2011

AT: 10:30 A.M.

| | | | |
|--|---|--|---|
| BID NO. S2VZ6010 | PAGE 1 OF 45 | 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. DEPARTMENT Division of Technology DIVISION Video Surveillance AWARD DATE: _____ DATE FOR THE PROCUREMENT COMMISSIONER: _____ | | | BIDDER AGREES TO COMPLY WITH ALL CONDITIONS OF THIS BID. UNSIGNED BIDS WILL NOT BE ACCEPTED. |
| | | | NAME AND ADDRESS OF FIRM Federal EIN/Social Security Number BUYER T. Vinson J. Washington |
| | |  CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT MUNICIPAL SERVICES BLDG. 1401 JFK BLVD, ROOM 170A PHILADELPHIA, PA 19102-1685 | |

TITLE OF BID: Purchase, Installation and Maintenance of Video Surveillance Cameras

Commerce Department-Office of Economic Development (OEO) Anti-Discrimination Policy Executive Order 02-05 – Bidder Requirements

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

Participation Ranges

| | | | |
|--------|------------|----|------------|
| M-BE: | <u>15%</u> | to | <u>20%</u> |
| W-BE: | <u>15%</u> | to | <u>20%</u> |
| DS-BE: | <u>0%</u> | to | <u>5%</u> |

Any and all questions about Executive Order 02-05 and bidder compliance should be directed to the Commerce Department Office of Economic Opportunity (OEO) 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
OFFICE OF ECONOMIC OPPORTUNITY
ANTIDISCRIMINATION POLICY- MINORITY, WOMAN AND DISABLED OWNED
BUSINESS ENTERPRISES
FORMS, INSTRUCTIONS AND SPECIAL CONTRACT PROVISIONS
(SEALED BID CONTRACTS)**

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

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

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

MBE 15 % to 20 %

WBE 15 % to 20 %

DSBE 0% to 5%

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

Bidder hereby verifies that all forms, information and documentation submitted to the OEO are true and correct and is notified that the submission of false information by Bidder is subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities. Bidder also acknowledges that if it is awarded a contract resulting from this Invitation and Bid, it is a felony in the third degree under 18 Pa.C.S. Section 4107.2(a)(4) if, in the course of this contract,

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

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

A. M/W/DSBE PARTICIPATION

1. MBE, WBE, DBE and DSBE shall refer to certified businesses so recognized by the City of Philadelphia through its OEO. Only the work or supply effort of firms that are certified as M/W/DSBEs by an OEO approved certifying agency² at the time of bid opening will be eligible to receive credit towards the participation ranges. In order to be counted, certified firms must successfully complete and submit to the OEO an application to be included in the OEO Registry which is a list of registered M/W/DSBEs maintained by the OEO and available online at www.phila.gov/oEO/directory.

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

2. No bidder that seeks to meet the participation range(s) for participation by entering into subcontracts with any M/W/DSBE subcontractor shall be considered to meet the range(s) if the M/W/DSBE subcontractor does not perform a commercially acceptable function ("CAF"). A M/W/DSBE is considered to perform a CAF when it engages in meaningful work or supply effort that provides for a distinct element of the subcontract (as required by the work to be performed in accordance with the Bid), where the distinct element is worthy of the dollar amount of the subcontract and where the M/W/DSBE carries out its responsibilities by actually performing, managing and supervising the work involved; M/W/DSBE subcontractors must perform at least twenty percent (20%) of the cost of the subcontract (not including the cost of materials, equipment or supplies incident to the performance of the subcontract) with their own employees. The OEO may evaluate the amount of work subcontracted, industry practices and any other relevant factors in determining whether the M/W/DSBE is performing a CAF. If it is determined during the review of your Solicitation and Commitment Form that the work described on the Form does not constitute a CAF, your bid may be rejected. For example, a Bidder using an M/W/DSBE non-stocking supplier (i.e., a firm that does not manufacture or warehouse the materials or equipment of the general character described by the Bid specifications and required under the contract) to furnish equipment or materials will only receive credit towards the participation ranges for the fees or commissions charged, not the entire value of the equipment or materials furnished.

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

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

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

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

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

B. RESPONSIVENESS

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

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

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

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

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

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

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

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

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

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

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

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

C. RESPONSIBILITY

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

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

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

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

D. ACCESS TO INFORMATION

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

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

E. RECORDS AND REPORTS

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

F. REMEDIES

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

- a. Withhold payment(s) or any part thereof until corrective action is taken.
- b. Terminate the contract, in whole or in part.

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

d. Recover as liquidated damages, one percent of the total dollar amount of the contract for each one percent (or fraction thereof) of the commitment shortfall. (NOTE: The “total dollar amount of the contract” shall include approved change orders, amendments and for requirements contracts shall be based on actual quantities ordered by the City. For Concessions, the “total dollar amount of the contract” shall mean the Concession Fee paid to the City.)

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

| SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM (Bid) | | COMMERCE DEPARTMENT | |
|---|---|--|---|
| Minority (MBE), Women (WBE), and Disabled (DSBE) Business Enterprises | | OFFICE OF ECONOMIC OPPORTUNITY (OEO) | |
| Name of Bidder | | Date of Bid Opening | |
| List below ALL MBE/WBE/DSBEs that were solicited regardless of whether a commitment resulted therefrom. - Photocopy this form as necessary. | | | |
| Company Name | MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> | Date Solicited By Phone <input type="checkbox"/> By Mail <input type="checkbox"/> | Commitment Made Yes (If Yes, give date) <input type="checkbox"/> NO <input type="checkbox"/> |
| Address | | | Give Reason(s) If No Commitment |
| Contact Person | | Quote Received YES <input type="checkbox"/> NO <input type="checkbox"/> | |
| Telephone Number | Fax # | Amount Committed To Dollar Amount \$ | |
| OEO CERTIFICATION # | | Percent of Total Bid % | |
| Company Name | MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> | Date Solicited By Phone <input type="checkbox"/> By Mail <input type="checkbox"/> | Commitment Made Yes (If Yes, give date) <input type="checkbox"/> NO <input type="checkbox"/> |
| Address | | | Give Reason(s) If No Commitment |
| Contact Person | | Quote Received YES <input type="checkbox"/> NO <input type="checkbox"/> | |
| Telephone Number | Fax # | Amount Committed To Dollar Amount \$ | |
| OEO CERTIFICATION # | | Percent of Total Bid % | |
| Company Name | MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> | Date Solicited By Phone <input type="checkbox"/> By Mail <input type="checkbox"/> | Commitment Made Yes (If Yes, give date) <input type="checkbox"/> NO <input type="checkbox"/> |
| Address | | | Give Reason(s) If No Commitment |
| Contact Person | | Quote Received YES <input type="checkbox"/> NO <input type="checkbox"/> | |
| Telephone Number | Fax # | Amount Committed To Dollar Amount \$ | |
| OEO CERTIFICATION # | | Percent of Total Bid % | |
| Company Name | MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> | Date Solicited By Phone <input type="checkbox"/> By Mail <input type="checkbox"/> | Commitment Made Yes (If Yes, give date) <input type="checkbox"/> NO <input type="checkbox"/> |
| Address | | | Give Reason(s) If No Commitment |
| Contact Person | | Quote Received YES <input type="checkbox"/> NO <input type="checkbox"/> | |
| Telephone Number | Fax # | Amount Committed To Dollar Amount \$ | |
| OEO CERTIFICATION # | | Percent of Total Bid % | |

(Rev. 1/2008/JS)

¹ M/W/DSBEs listed above must be certified by the OEO prior to bid submission date.
² Failure to give reason for no commitment may result in rejection of your bid.

| | | | |
|------------------------------------|---|-------------------------------|------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S2VZ6010 | PAGE OF 2 45 |
| | | FIRM NAME (22 be filled in) | |

1: GENERAL BID SUBMISSION

1.1 **TITLE:** Purchase, Installation and Maintenance of Video Surveillance Cameras

1.2 **CONTRACT TERM:** Date of Award through Twelve (12) months (“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 19, Default, of the attached Terms and Conditions of Bidding and Contract.

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

| | | | |
|------------------------------------|--|-------------------------------|------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S2VZ6010 | PAGE OF 3 45 |
| | | FIRM NAME (22 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. The City may in some cases purchase only equipment and not installation services, or installation services and not equipment. The selected vendor or vendors shall use new parts, or use spare parts in the City's inventory as directed by the City, when the City directs the vendor to install a video surveillance camera in a new location or to repair or replace an existing camera or ancillary equipment. 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 one or more awards 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:**

| | | | |
|------------------------------------|---|-------------------------------|------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S2VZ6010 | PAGE OF 4 45 |
| | | FIRM NAME (22 be filled in) | |

1.5.1 It is the intent of the City of Philadelphia to make one or more awards for Purchase and/or Installation and Maintenance of Video Surveillance Cameras for the Division of Technology (DOT) and for the Police Department as specified herein during the contract period.

1.6 **BID SECURITY:**

1.6.1 Bid Security shall be based on the extended total amount for the cumulative bid amount per Section 5.

1.6.2 Bidders must submit, along with their bid a bid bond on the enclosed City form - Exhibit A, in the amount of 10% of the grand total computed and entered in Section 5.6. A bid which is not accompanied by this required security may not be eligible for award. For the purposes of this bid only, Paragraph 2 of the "Terms and Conditions of Bidding and Contract" does not apply.

1.6.3 Bid Security may be retained by the City and forfeited by the bidder if the bid is accepted, a contract thereon is awarded and the bidder shall fail to enter into an Agreement in the form prescribed, or fail to furnish the required bonding and insurance documents within fifteen (15) days after such award is made by the City. The City reserves the right to pursue any other rights or remedies it might have against the bidder in such a case, legal or equitable, including but not limited to the right to hold the bidder liable for any increased costs incurred by the City as a result of the Proposer's failure to contract with the City.

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

OR

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

Completion of this form will not, in any way, impact the City's determination concerning bidder's responsiveness to the requirements of

| | | | |
|------------------------------------|--|-------------------------------|------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S2VZ6010 | PAGE OF 5 45 |
| | | FIRM NAME (22 be filled in) | |

the bid and the award process. The information provided in the “Voluntary Participation and Commitment Form (Bid)” will be for the City’s information.

1.7 BID PROCESSING FEE:

1.7.1 All bids submitted where the bid total is greater than \$30,000.01 shall be accompanied by the proper Bid Processing Fee. The fee shall be in the form of a separate check or money order in accordance with Paragraph 3 of the “Terms and Conditions of Bidding and Contract.”

1.8 BIDDER'S QUALIFICATION:

1.8.1 This Section 1.8 describes the capabilities desired by the City. The Procurement Commissioner shall determine in his discretion, in response to the information provided by bidders as requested below, whether a bidder is a responsive and responsible bidder for this Invitation and Bid. The contractor for the services component shall have experience in installation and maintenance of outdoor urban video surveillance camera systems, and should have a minimum of four (4) employees who are certified technicians with manufacturers’ certifications as specified below. Each bidder for the services component shall furnish, on a separate attachment, a statement of their experience in installation and maintenance of urban video surveillance camera systems and other experience which they deem is relevant, and shall provide the names of four (4) certified technicians they intend to utilize during the term of this contract, noting for each named technician which of the certifications listed below have been obtained. Failure to submit the requested attachment, or to demonstrate the experience and technician qualifications desired, may disqualify your bid. Technicians should be certified in the following:

Firetide: FCME – Firetide Certified Network Engineer

Sony: SSSCP – Sony Security Systems Certified Professional

Alvarion: CASS BA-VL/BN-B – Certified Alvarion System Specialist
BreezeACCESS VL/BreezeNet B

BICSI [Building Industry Council Service International, Inc.):
RCCD – Registered Communications Distribution Designer

| | | | |
|------------------------------------|--|-------------------------------|------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S2VZ6010 | PAGE OF 6 45 |
| | | FIRM NAME (22 be filled in) | |

Cisco: CNNA – Cisco Certified Network Associate

If bidding for the services component, please provide below the names of four certified technicians who will be available to work with this contract and following the name of each, indicate which of the certifications listed above such technician has obtained.

- (1) _____
- (2) _____
- (3) _____
- (4) _____

1.8.1.1 Subcontractors

Use of subcontractors must be approved in advance by the Deputy CIO of the City. A list of proposed subcontractors shall be provided by each bidder. (See section 1.10.7). Designate all subcontractors proposed to be used, provide contact information (including name, address, email address, and telephone number) for each proposed subcontractor, and describe the work proposed to be performed by each subcontractor. Use of subcontractors may be approved to assist the Contractor to respond rapidly to changes in City needs for installation services. (See section 2.2.6.)

1.8.2 All bidders for the services component must provide verifiable documentation of ownership, lease and/or contract, for the Philadelphia address where their video surveillance staging facility is located. This location will be the facility used to store, stage, test, repair, and maintain all necessary equipment that is to be provided through this bid.

The successful bidder for the services component, upon award, must provide within ten (10) business days, proof of ownership, or a copy of their lease and/or contract, verifying their Philadelphia facility location. Failure to provide the verifiable documentation will result in the disqualification of the bidder’s award.

1.8.3 All bidders must be a bona fide manufacturer of, or dealer in, the article or service specified within the bid. To demonstrate this, bidders should submit the following reference information with their bid. References provided should be pertinent to the commodity or service requested in this

| | | | |
|------------------------------------|--|-------------------------------|------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S2VZ6010 | PAGE OF 7 45 |
| | | FIRM NAME (22 be filled in) | |

Invitation and Bid and demonstrate the bidder's ability to perform on a contract of this size and scope.

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

SECTION 1:

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

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

SECTION 2:

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

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

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

| | | | |
|------------------------------------|--|-------------------------------|------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S2VZ6010 | PAGE OF 8 45 |
| | | FIRM NAME (22 be filled in) | |

1.8.5 Each bidder shall furnish, on a separate attachment, a statement of their financial qualifications to undertake the work described in this Invitation and Bid. This should include a copy of the most recent available audited financial statements for the bidder. Failure to submit this information may result in the bidder's disqualification.

1.9 **BID INFORMATION:**

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

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

1.10 **BID SUBMISSION:**

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

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

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

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

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

1.10.6 Contractors shall carefully examine the specifications, and, by submitting a bid, represent that the bid has been read and understood.

1.10.7 A list of subcontractors shall be provided by the Contractor with the bid.

1.10.8 **CONTACT PERSON(S):**

PRE-AWARD:

| | | | |
|------------------------------------|--|-------------------------------|------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S2VZ6010 | PAGE OF 9 45 |
| | | FIRM NAME (22 be filled in) | |

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 _____

POST-AWARD:

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

Name: _____

Address: _____

City/State/ZC: _____

Telephone No.(____) _____ Ext.: _____

Fax No.(____) _____

E-mail address _____

1.10.9

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

| | | | |
|------------------------------------|---|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S2VZ6010 | PAGE OF 10 45 |
| | | FIRM NAME (22 be filled in) | |

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 the LBE certification number with the bid will deem bidder ineligible for the 5% preference.**

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

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

Prime or subcontractor's LBE Certification Number _____
If applicable:
Subcontractor's Name _____

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

1.10.11 **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's Public Information Unit prior to the bid opening by calling (215) 686-4720 or 4721, or by faxing (215) 686-4716.

Questions, whether emailed or faxed, must be received no later than three (3) business days after the scheduled mandatory Pre-Bid Meeting referenced in Paragraph 1.11.1 of this Invitation and Bid. The City reserves the right to only respond to those questions submitted prior to the stated deadline. If it is in the City's best interest to do so, the bid MAY be amended to reflect the proposed changes/modifications. **Exceptions taken DO NOT obligate the City to change the specifications. The City of Philadelphia, Procurement Department will notify all bidders in writing,**

| | | | |
|------------------------------------|---|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S2VZ6010 | PAGE OF 11 45 |
| | | FIRM NAME (22 be filled in) | |

by addendum duly issued, of any interpretations/changes made to specifications or instructions. The City will not accept responsibility for oral instructions, suggestions or changes by any City agency.

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

1.11 **MANDATORY PRE-BID MEETING**

- 1.11.1 A Mandatory Pre-Bid Meeting will be held for all interested parties on **Wednesday, June 22, 2011 at 1:00 p.m.** in the Procurement Department Bid Room, Room 170, 1401 J.F.K Blvd., Philadelphia, PA 19102.

The purpose of this meeting will be to review the requirements contained in the bid document and entertain general questions that bidders may have concerning any of the aspects of services or equipment to be provided.

Attendance at this Pre-Bid Meeting is a requirement for bidding.

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

- 1.11.2 All questions that materially impact upon the bidding process must be in writing and will be answered, in writing, in a formal addendum issued by the City. Oral responses by City employees or their representatives are not binding and shall not in any way be a commitment by the City. The addendum, if required, will be sent to all attendees.

Please clearly state the Bid Number S2-VZ601-0 on your fax cover sheet.

SECTION 2: GENERAL REQUIREMENTS/SPECIFICATIONS

2.1 **GENERAL BID INFORMATION:**

- 2.1.1 **Overview** - It is the intent of these specifications to provide additions to the City's Video Surveillance network to be installed in specified locations within the City of Philadelphia, as well as to provide repair and maintenance of equipment currently installed in the City's Video Surveillance network, and/or provide substitute equipment as may be needed in the City's Video Surveillance network. The Video Surveillance

| | | | |
|------------------------------------|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S2VZ6010 | PAGE OF 12 45 |
| | | FIRM NAME (22 be filled in) | |

network, including additions, will have continuous operation on a 24-hour day, seven days a week basis.

- 2.1.2 Instructions as set forth in the following paragraphs are addressed to the contractor and its subcontractors. It is hereby understood that if an article of hardware is mentioned in the specifications, it shall be provided as part of this contract.
- 2.1.3 All labor, equipment and necessary auxiliary items shall be furnished so as to fully carry out the intent of the specification even though these items may not be specifically mentioned. Before submitting bids, bidders shall familiarize themselves thoroughly with the requirements of the specifications for the work to include all items of work that pertain thereto or are required of them to satisfactorily complete the work.
- 2.1.4 Whenever the title "Deputy CIO" is used throughout these documents it will mean Deputy Chief Information Officer for Communications and Operations, Division of Technology, 1234 Market Street 18th Floor Philadelphia, PA 19107 (215) 686-4444, or any substitute designated by the Deputy CIO. Following award of this Invitation and Bid, the Deputy CIO shall resolve all questions that may arise in relation to the intent of the specifications. Any explanations of specifications or plans for the video surveillance system requested by the Contractor for the services component shall be referred to the Deputy CIO.

2.2 **SCOPE**

The intent of this specification is to have the Contractor furnish only or furnish and install on a "Requirements Basis," (i.e., as may be requested by the City, and only to the extent requested by the City), the following:

- 2.2.1 The video surveillance equipment, all appurtenances and all wiring to be connected to the closest power source and network transport terminal, which will be considered the City's demarcation point.
- 2.2.2 The intent is to make the video surveillance camera entirely operational and to be compatible with the City's network equipment and/or Embedded Premises Equipment.

| | | | |
|------------------------------------|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S2VZ6010 | PAGE OF 13 45 |
| | | FIRM NAME (22 be filled in) | |

- 2.2.3 The area covered by this specification is any City owned or rented poles in the City of Philadelphia.
- 2.2.4 The video surveillance equipment installed shall be connected to either the City wide area network or a City-owned private network.
- 2.2.5 Contractor for the services component will provide assembly, installation, testing, and configuration services for the installation of new and replacement (including removal of equipment to be replaced) of City video surveillance cameras located throughout the City of Philadelphia. The video surveillance cameras are primarily fiber based cameras located on PECO utility poles with single mode fiber connected back to the City's data network through City-owned or controlled aggregation points. The City also will use wireless mesh cameras as a part of its video surveillance camera system. There are currently 192 camera locations in the City, and the City expects to expand this number significantly. The best estimate of the City's needs for the initial term is 150 new fiber based cameras and 100 new wireless mesh cameras.

Contractor for the services component will be required to assemble and install operational camera bundles, in accordance with the terms described below, for new locations as directed by the City, as well as when the City directs that an existing non-operational camera be substituted by operational camera bundles. In either case, the City may direct the use of all new equipment, or equipment in the City's inventory or from a third party, or a combination thereof. At the City's sole discretion, Contractor will either furnish required parts and equipment to perform the services, or will use parts and equipment furnished by the City, or by a third party at the City's direction.

Camera bundle installation includes the camera and all housings and other ancillary equipment, staging and testing, and installation at locations designated by City. Each camera bundle assembled for the Division of Technology by the Contractor providing installation services shall include a Sony camera, Dotworkz or Videoalarm housing, Newmar Photocell Tap, power connectors, Dotworkz Blue Strobe Light, strobe light bracket, Fibrolan or Transition Networks media converter, LC fiber cable, Ethernet cable, and a cat5e crossover cable. (see equipment list in Section 5, Pricing). All camera bundle assembly and pre-installation testing shall be conducted in a location providing suitable and clean conditions, free of dust or other contaminants which could damage or impede the proper functioning of the equipment.

The City expects that there will be a regular need for repair and maintenance of the 192 existing cameras, as well as for new cameras, although new cameras

| | | | |
|------------------------------------|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S2VZ6010 | PAGE OF 14 45 |
| | | FIRM NAME (22 be filled in) | |

will initially be under warranty. However, any award made pursuant to this Invitation and Bid does not commit the City of Philadelphia to the purchase of any specific number of either type of video surveillance hardware or any services as listed in Section 5 this Invitation and Bid.

2.2.6 It is anticipated that the City may require that the Contractor install ten to twenty video surveillance cameras per week, although the City needs during the term of the contract may be higher or lower than such range, and no particular quantities are guaranteed. Multiple requests for camera installations in a short time frame may be issued by the City and would require sufficient numbers of installation crews to provide a timely completion of jobs. Contractor must meet City service requirements without causing delays, and should be prepared to make rapid adjustments in the installation work force as may be required. Contractor may choose to seek City approval to use subcontractors to achieve the flexibility needed .

Subcontractors shall be approved by the Deputy CIO in advance.

2.2.7 Contractor is responsible, at their sole expense, for acquiring all required permits, licenses, fees, and approvals to comply with City of Philadelphia codes and regulations.

2.2.8 Additional consulting and services may be required in performance of this bid. These may include, but are not limited to design and engineering decisions, field of camera views, and evaluation of future technology.

2.3 **WORKMANSHIP**

2.3.1 ***Article/Item***

When the City issues a request for installation of a video surveillance camera at a new or current location of the City's video surveillance network, the City will direct the vendor either to use all new equipment, equipment in the City's existing inventory, or a combination of both. To the extent the City directs new equipment to be used, such article/item called out on the service request and/or required to fulfill the requirements of the service request shall be a new, current product at the time of the bid. In the event that any article/item has been discontinued the City will accept replacement equipment.

Each article/item shall be constructed of first-class material and of first-class workmanship and must perform the functions for its intended use.

All like articles/items required shall be the product of one manufacturer and shall be compatible with each and every instrument they serve.

| | | | |
|------------------------------------|---|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S2VZ6010 | PAGE OF 15 45 |
| | | FIRM NAME (22 be filled in) | |

We have included in this category, the top of the line video surveillance camera equipment manufactured by Sony, Cisco, Firetide, Motorola, Alvarion, and Dotworkz.

2.3.2 ***Pre-installation Test***

Prior to installation of a camera bundle consisting of new equipment, or equipment from the City's inventory, the Contractor shall conduct pre-installation testing to confirm that the equipment is in good working order, and the test results shall be retained and provided to the City for review and preliminary acceptance. Contractor will conduct a pre-installation test for each new or replacement camera bundle in a clean, controlled environment before placing such camera bundle in operation. Contractor will evaluate and determine whether all parts to be used from the City's inventory are in good working order and able to be used safely and reliably. Contractor will maintain detailed records containing the results of such pre-installation tests for each replacement camera bundle. In the event that a replacement camera bundle fails the pre-installation test due to a defective part covered by a manufacturer's warranty, Contractor will be responsible for obtaining replacement parts from the manufacturer and installing them.

In the event that a camera bundle which includes parts from the City's inventory fails to provide performance satisfactory to the City within one month after City acceptance of installation, Contractor agrees to provide necessary repair or replacement of equipment at no cost to the City for labor or service to perform the repair or replacement. In the event that a camera bundle which includes all new equipment furnished by the Contractor fails to provide performance satisfactory to the City within twelve (12) months after acceptance of installation, Contractor agrees to provide repair or replacement of equipment at no cost to the City to the extent that such failure to perform is included within the warranty provided in Section 2.5.

2.3.3 ***Installations***

The installation and wiring shall be done in a professional manner keeping the wiring hidden as much as possible. All cable installation shall be compatible with EIA/TIA 568 A & B, 569 Standards. The entire installation shall meet all Building, Electrical and Telecommunication Codes, including without limitation the National Electrical Safety Code.

| | | | |
|------------------------------------|---|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S2VZ6010 | PAGE OF 16 45 |
| | | FIRM NAME (22 be filled in) | |

Asset tags. Contractor will affix an asset tag, to be provided by the City, to each new or replacement camera bundle prior to installing the camera bundle.

Configuration Services. Contractor will provide configuration services, such services to include, at a minimum, configuration of the IP address for the camera, setting up field of view and camera tour.

Post-Installation and Pre-Acceptance Tests. Following installation of either new equipment or equipment from the City's inventory, the Contractor shall conduct post-installation testing to confirm that the equipment is in good working order, and the test results shall be retained and provided to the City for review and final acceptance. Contractor will also conduct a further pre-acceptance test, with a City representative, to confirm that images with acceptable video quality are delivered to the City's video network operations center, and that City personnel can control remotely the camera's pan/tilt/zoom and other functions.

Acceptance. There shall be a fifteen (15) day acceptance period following completion of installation and testing during which the City shall issue written acceptance of the work, or provide a written statement of non-acceptance indicating the nature of noncompliance with City standards.

All Contractor warranty periods for installation services or for equipment furnished pursuant to this Invitation and Bid, including the twelve (12) month warranty on installed items provided in Section 2.5, shall start from the date of the City's acceptance of the installation of the equipment.

All test results shall be retained by the Contractor for the duration of the contract term and the warranty period. The City shall have to option to provide for its own independent inspection and testing within fifteen (15) days of installation prior to issuing its acceptance of the installed equipment. Following installation and acceptance, the City may require that installation work be redone at Contractor cost, if inspection reveals that the equipment is not functioning in a satisfactory manner or according to manufacturer specifications during the Contractor or manufacturer warranty period, or in the event that such warranty periods have expired for equipment at issue, within one month following City acceptance of installation.

Response time to start and complete installation shall begin within 24 hours of the initial City request and camera must be operational within 48 hours of installation.

| | | | |
|------------------------------------|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S2VZ6010 | PAGE OF 17 45 |
| | | FIRM NAME (22 be filled in) | |

The City may, in its discretion, perform job site inspections. All installations shall be subject to inspection by the City Video Surveillance Project Manager or his/her representative for accuracy, neatness and conformance to City standards, and Contractor shall at its cost comply with any direction of the City Video Surveillance Project Manager or his/her representative to perform additional work needed to make the installation conform to City standards.

Installation must include the camera and all ancillary equipment, housing equipment, staging and testing, and deployment at location(s) designated by City.

Contractor's Operations Manager, or his/her representative, will perform periodic job site inspections to assure that Contractor's workforce and subcontractors adhere to accuracy, neatness and other City standards for installations.

Salvage; Inventory. Contractor will salvage and deliver to the City all equipment components of camera bundles that are removed from the field. Contractor will maintain an inventory of usable equipment for future use by the City as spare parts for maintenance and repairs. Contractor shall certify that spare parts to be stored for future use are in working order and are able to be safely and reliably reused.

Contractor must return unusable equipment to City for disposal pursuant to City requirements. Contractor will be required to maintain detailed records for all salvaged equipment removed from the field.

All equipment furnished by Contractor under this contract will be the property of the City, and all equipment furnished by City or removed from the field will remain the property of the City.

2.3.4 **Service Shops**

The Contractor shall have a full service shop of diagnostic capability to identify, isolate, and triage problems to repair malfunction of cameras in shortest possible time. Along with the aforementioned diagnostic capability, bidder shall have a highly trained certified staff to interpret the diagnostic findings and insure a minimum amount of down time.

2.3.4.1 Bidder to state location of service shop as required

| | | | |
|------------------------------------|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S2VZ6010 | PAGE OF 18 45 |
| | | FIRM NAME (22 be filled in) | |

2.3.5 ***Request for Service***

All requests for service shall be responded to (physically) within four (4) hours if requested before 11:00 A.M. and shall be responded to by the following morning if requested after 11:00 A.M. Contractor shall be available to perform such non-emergency service at minimum during the normal work week, Monday to Friday, 9:00 A.M. to 5:00 P.M.

2.3.4.1 The Contractor shall provide the necessary installation service and equipment as requested on the service request and in the location/area called out on the service request.

2.3.6 ***Emergency Calls***

Emergency calls as designated by the Deputy CIO or Video Surveillance Project Manager shall be responded to within two (2) hours. Emergency work which is required to be performed after the normal working hours stated in Section 2.3.5, or on weekends and holidays, shall be paid at the labor charge indicated in Section 5.4.1.1. The City recognized holidays are as follows: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

2.3.7 ***Liaison Person***

The Contractor must dedicate a representative (liaison person) and one alternate who must coordinate all services and installation requests with the Division of Technology's Video Surveillance Unit and the Philadelphia Police Department.

Indicate below liaison's information:

Name: _____

Telephone No.(____)_____ Ext.:_____

Cell Phone/Pager Number:_____

2.3.8 ***Associated Equipment***

In addition to equipment and/or material listed in Section 5, paragraph 5.2, awarded vendor may be required to supply the City with the following:

| | | | |
|------------------------------------|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S2VZ6010 | PAGE OF 19 45 |
| | | FIRM NAME (22 be filled in) | |

- a - Network switches and switch modules
- b - Fiber splicing and cable jumpers
- c - External Signaling Devices
- d - Power supplies
- e - Illumination internally in the housing and/or also externally
- f - Speaker Phones
- g - Any other related video equipment

2.3.9 ***Project Planning***

The City may request the contractor to provide at the contractor's expense, a survey and a budgetary estimate for potential new video surveillance installations for City non-Police Departments or quasi-city government entities. The request for the survey and estimate does not guarantee or imply, warrant that the City will authorize or award the proposed work to the contractor.

2.4 **WORK REQUIREMENTS**

- 2.4.1 The Contractor shall conform to all existing Federal and State Regulations concerning the work and work area, and comply with the City of Philadelphia regulations and standards.
- 2.4.2 The Contractor, upon request, may be allocated certain areas for the storage of materials and equipment. Arrangements for these areas shall be made through the Deputy CIO. Should the construction of temporary storage structures be permitted at no cost to the City, they shall conform to all applicable City regulations. No tools, equipment, or materials of any kind may be stored in unsecured areas.
- 2.4.3 All materials and manufactured parts used in the work shall be new and the best of their kind. They shall conform to the requirements of these specifications and shall be those best adapted for the kind of service required. Materials shall be the product of reputable and well-established manufacturers who are regularly engaged in the manufacture of the particular materials which they propose to furnish, and who are equipped for the production of materials of the highest grade.

Where no detail requirements are specified for materials or for the methods of testing materials or equipment, they shall be determined by the latest

| | | | |
|------------------------------------|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S2VZ6010 | PAGE OF 20 45 |
| | | FIRM NAME (22 be filled in) | |

specifications of the American Society for Testing Materials and the EIA. All materials and material supplies shall be subject to the approval of the Deputy CIO.

2.4.4 After the contract is signed and before any Purchase Order is issued or work is started, the Contractor, if so requested, shall submit to the Deputy CIO for his approval, duplicate samples of the materials to be used, or shop drawings or other guarantee of quality, as may be agreed to by the Deputy CIO. Only approved samples may be installed in the system. If during the course of the contract it becomes necessary to change materials for whatever reason, new samples shall be submitted to the Deputy CIO for his approval.

2.4.5 The Contractor shall be deemed and considered an independent contractor in respect to the work covered by the contract, and shall assume all risks and responsibility for casualties of every description in connection with the work. The Contractor shall have charge of the entire work until completion and acceptance, and shall alone be liable and responsible for any accidents to person and any loss or damage to property, buildings, or adjacent work that may occur as a consequence of or during the progress of the work under this contract, whether such damage or accident be due to negligence of Contractor, its agents, employees or subcontractors, or whether such damage or accident be due to the inherent nature of the work.

It is not the intention of this section or of anything herein provided to confer a third party beneficiary right of action upon any person whatsoever and nothing herein before or hereinafter set forth shall be construed so as to confer upon any person other than the City of Philadelphia a right of action either under this contract or in any manner whatsoever.

2.4.6 The Contractor shall provide for the care and protection of the work under the contract by:

a. Affording protection to all adjacent areas and repair any and all damage to adjacent areas at no expense to the City in a manner approved by the Project Manager.

b. Protecting all furnished work in an approved manner.

2.4.7 The Contractor shall make all necessary arrangements with the Project Manager regarding access to work areas.

2.4.8 The Contractor must make provisions in its bid for all costs due to delays, inconveniences and interference with each item of work.

| | | | |
|------------------------------------|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S2VZ6010 | PAGE OF 21 45 |
| | | FIRM NAME (22 be filled in) | |

- 2.4.9 The Contractor shall provide, at all times, protection against rain, wind, storm, flooding, water infiltration, etc., and shall adequately cover and protect all new or existing equipment likely to be damaged by such elements.
- 2.4.10 The City reserves the right to use or cause to be used any portion of the work prior to final acceptance.

2.5 **WARRANTY**

- 2.5.1 If parts and equipment are furnished by Contractor for the services component, such Contractor shall warrant each camera bundle, including parts, equipment and all work performed by Contractor, against defects in material and workmanship for a period of one year from the date of City acceptance, and shall guarantee all equipment to perform the duty specified; in such case, the Contractor's warranty services shall include on-site visit(s) and the repair/replacement of equipment at no cost to the City. If the City furnishes parts and equipment, Contractor for the services component shall warrant all work performed by such Contractor for a period of one year against defects in workmanship for the assembly, installation and configuration of each such camera bundle consisting of City-furnished parts and equipment; in such case, the Contractor's warranty services shall include on-site visit(s) and the removal of non-functional equipment and reinstallation of functional equipment at no cost to the City. For the Contractor for the services component, all Contractor warranty periods for installation services or for equipment furnished pursuant to this Invitation and Bid shall start from the date of the City's acceptance of the installation of the equipment.
- 2.5.2 If Contractor for the services component furnishes parts and equipment, then under the warranty, Contractor will at its cost replace any camera bundle installed by Contractor where (a) the camera bundle fails to deliver video with a quality acceptable to the City and/or otherwise function in accordance with manufacturer's specifications for the equipment, including, but not limited to, camera pan/tilt/zoom functions ("City Quality Standard"), and (b) such failure is caused by Contractor's work or by parts or equipment furnished by Contractor.
- 2.5.3 If the City furnishes parts and equipment, then under the warranty, if (a) the camera bundle fails to comply with the City Quality Standard as defined in the

| | | | |
|------------------------------------|---|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S2VZ6010 | PAGE OF 22 45 |
| | | FIRM NAME (22 be filled in) | |

previous subsection, and (b) such failure is caused by Contractor's work, then Contractor will, at its cost and using City furnished replacement parts and equipment, perform or re-perform all work necessary to make the camera bundle fully operational in conformance with the City Quality Standard.

- 2.5.4 If, within said period of warranty, any of the equipment furnished by Contractor shall prove to be defective either in materials or workmanship, or if any part or parts of equipment furnished shall prove to be inadequate, insufficient, or defective either in design, material, or workmanship, the Contractor shall, immediately upon demand of the Deputy CIO, repair and replace the same in accordance with the specifications, and shall repair and replace any consequential damage to equipment at the Contractor's sole cost and expense, to the approval and satisfaction of the Deputy CIO.
- 2.5.4.1 During the warranty period, Contractor will be required to perform all obligations without cost or expense to the City. If after repeated efforts, Contractor is unable to get the equipment or replacement equipment to perform as warranted, the City may, at its option, declare Contractor in default and the City shall have all rights afforded to it as are applicable on default hereunder.
- 2.5.5 Subject to the limitations of Paragraph 2.5.6 below, during the warranty period Contractor shall, without cost or expense to the City, repair and replace malfunctioning Contractor-furnished equipment and perform installation of Contractor-furnished replacement equipment, and in the case of malfunctioning City-furnished equipment shall without cost or expense to the City perform installations of City-furnished replacement equipment, to maintain video surveillance cameras in good working order in accordance with the manufacturer's technical specifications and Contractor's representations.
- 2.5.6 The warranties provided herein do not cover maintenance required to repair damages, malfunctions or service failures caused by:
- a. City's failure to follow operation or maintenance instructions of the Contractor-supplied manual;
 - b. Non-Contractor repair, modification or movement of equipment; or
 - c. Events beyond the control and without the act or omission or fault or negligence of Contractor or manufacturer.

| | | | |
|------------------------------------|---|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S2VZ6010 | PAGE OF 23 45 |
| | | FIRM NAME (22 be filled in) | |

2.5.7 For Contractor of an equipment component but not the service component, Contractor shall provide a warranty for all parts and equipment furnished by such Contractor, against defects in material and workmanship for a period of one year from the date of City acceptance of the delivery of such equipment, and shall guarantee all equipment to perform the duty specified; in such case, the Contractor's warranty services shall include on-site visit(s) and the repair/replacement of equipment at no cost to the City.

2.5.8 Manufacturer's Warranties. With respect both to Contractor for the service component and to Contractor for an equipment component, Contractor shall transfer to the City any manufacturer's warranty. Contractor shall provide the City a copy of each manufacturer's warranty which is provided with equipment furnished by Contractor. Contractor shall be responsible for obtaining warranty services as may be required, pursuant to any manufacturer's warranty for all equipment furnished by Contractor. Effective upon award of this Invitation and Bid, Contractor hereby assigns and transfers to the City, and agrees to promptly execute any documents that may be required therefore, to transfer to the City all of Contractor's right, title and interest in and to any warranties from the manufacturers, subcontractors, suppliers, and owners of each and every deliverable, item of equipment and, component of the work that is furnished by Contractor to the City pursuant to this Invitation and Bid and to which the City takes title. Notwithstanding such assignment, Contractor is not relieved of any of its warranty or other obligations under this agreement.

2.6 SPECIAL CONSIDERATIONS

2.6.1 The suppliers of the video surveillance equipment shall agree to stock and make available any and all repair parts as may be needed for all equipment furnished under this contract for a period of four (4) years. Evidence of such agreement must be submitted with bid.

2.6.2 If applicable, the Contractor shall use the City's existing inventory first, as directed by the Project Manager.

2.6.3 The Contractor shall also provide manufacturer certified (as listed in para. 1.8.1) training for City technicians (It is anticipated that ten (10) technicians will require training during the contract period). The training shall be class room style and the Contractor shall furnish all books, manuals and audio/video aids necessary for training at no cost to the City.

2.7 IMPLEMENTATION PLAN

2.7.1 Within thirty (30) business days after receipt of a Purchase Order, the Contractor shall submit to the Deputy CIO for his approval and implementation

| | | | |
|------------------------------------|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S2VZ6010 | PAGE OF 24 45 |
| | | FIRM NAME (22 be filled in) | |

plan or PERT (Program Evaluation and Review Technique) chart showing the date that each section of work will be started and completed. The period of one (1) week shall be used as the unit of time on the chart.

- a. Sufficient detail shall be provided in order to track and monitor the project. Upon approval, five (5) copies shall be provided to the Deputy CIO. Implementation shall begin upon approval of the plan/chart by the Deputy CIO and shall be vigorously prosecuted in order to ensure completion at the agreed date within the prescribed time limit.
- b. The Deputy CIO shall make available any appropriate personnel the Contractor shall need to develop this implementation plan/chart.
- c. The Contractor shall be responsible for keeping the implementation plan/chart updated showing progress to date and shall make appropriate personnel available for periodic status and update meetings.

2.7.2 Upon appropriation of funds, the City shall issue individual purchase orders each year to cover the work required. The contractor's obligation to deliver on such purchase orders shall not take effect until the orders are issued.

SECTION 3: BID EVALUATION AND AWARD

3.1 EVALUATION:

- 3.1.1 Bids will be evaluated by the Procurement Department.
- 3.1.2 Bids will be evaluated for responsiveness to the bid specifications and for responsibility of the bidders.
- 3.1.3 Bids which are determined to be non-responsive for reasons of:
 - (i) improper bid security
 - (ii) improper bid execution
 - (iii) incompleteness
 - (iv) offering counter terms and conditions
 - (v) improper or incomplete execution of OEO documents (if applicable)

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

| | | | |
|------------------------------------|---|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S2VZ6010 | PAGE OF 25 45 |
| | | FIRM NAME (22 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 9 of “Terms and Conditions of Bidding and Contract”.

3.2 AWARD

3.2.1 This Invitation and Bid may be awarded as a whole to the lowest responsive and responsible bidder(s), as determined by the total extended bid amount in subsection 5.6, or the City may choose to make two or three separate awards for equipment and/or services to the lowest responsive and responsible bidder(s) bidders for Section 5 subsections for equipment and services. In the latter case, the City would base the awards on the lowest pricing provided for equipment and services as calculated separately in subsection 5.2 (for equipment for the Division of Technology) and in subsection 5.5 (for equipment for the Police Department) and in the total extended bid amounts for subsections 5.1, 5.3 and 5.4 (for services for the Division of Technology). Regardless of whether of City issues a single award for this Invitation and Bid, or separate awards for the two equipment components and/or the services component, the City may in its discretion issue a purchase order either for equipment only or for installation services only, or both equipment and installation, according to the City’s requirements.

To be eligible for award, bidders must bid on all items in subsection 5.2 or in subsection 5.5, or all items in subsections 5.1, 5.3 and 5.4, or all items in subsections 5.1 through 5.5, and must provide the sum of their bids by completing subsection 5.6, in Section 5 “Pricing”.

See Section 2 “General Requirements/Specifications” and Section 3.2 “Award.” The City may choose to make a single award for all equipment and services described in this Invitation and Bid, or the City may choose to make separate awards for one or more of the three components to this Invitation and Bid: (1) for equipment for the Division of Technology set forth in Section 5.2, (2) for equipment for the Police Department set forth in Section 5.5, and/or (3) for installation and maintenance services for the Division of Technology set forth in subsections 5.1, 5.3 and 5.4. Bidders may accordingly submit bids in response to all goods and services sought in this Invitation and Bid, or may submit bids for just one or two of the three components described above. Even in the event that the City makes a single award for equipment and services, the City may

| | | | |
|------------------------------------|---|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S2VZ6010 | PAGE OF 26 45 |
| | | FIRM NAME (22 be filled in) | |

choose to issue a purchase order for equipment only or services only according to the City's requirements.

- 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. If any section of the bid is awarded by line item, the 5% local bid preference will not apply to that section.

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

3.2.3 **PERFORMANCE SECURITY**

The City shall require an individual performance security bond in the amount of 100% of the extended total amount as stated in Section 5.6.

Performance Security shall be required for the initial term and any all subsequent renewal periods.

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

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

| | | | |
|------------------------------------|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S2VZ6010 | PAGE OF 27 45 |
| | | FIRM NAME (22 be filled in) | |

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 15 of the "Terms and Conditions of Bidding and Contract" with the addition of the Umbrella Insurance coverage specified below. No contract will be executed nor purchase order issued unless and until all required insurance certificates, in the required amount, are received.

Umbrella Liability Insurance

Limit of Liability: \$5,000,000 per occurrence when combined with the Commercial General Liability and Automobile Liability insurance required herein."

All insurance MUST meet the following requirements:

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

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

| | | | |
|------------------------------------|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S2VZ6010 | PAGE OF 28 45 |
| | | FIRM NAME (22 be filled in) | |

SECTION 4: CONTRACT MANAGEMENT

4.1 CITY OF PHILADELPHIA RESPONSIBILITY:

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

Order Against Contracts

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

- 4.1.2 Invoices shall be submitted after delivery and acceptance of the product or service by the City. The City attempts to process invoices in a timely manner. Delays can occur because of incomplete or inaccurate invoicing information. Please make sure that invoices contain the following information to help the City process payments to the Contractor as quickly as possible.
- (a) After the delivery or services have been completed the Contractor must submit three (3) copies of the invoice for payment to the receiving department listed on the purchase order.
 - (b) The invoice must correctly reference the purchase order number, the vendor name, address and Federal Employer Identification number.
 - (c) Checks will only be made payable to the company name as shown on the purchase order; the invoice must reflect this same company name as the "pay to".
 - (d) The invoice must show the quantity and type of item or service and the price.
 - (e) The unit of purchase on the invoice must agree with the unit cited on the purchase order. Reference to the specific line item is helpful.

| | | | |
|------------------------------------|---|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S2VZ6010 | PAGE OF 29 45 |
| | | FIRM NAME (22 be filled in) | |

4.1.3 The using agency is 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 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. In particular, the City may choose to purchase additional special-use cameras, hi-definition cameras, or tracking cameras, or others that may have specific functionalities desired at particular sites, or be especially resistant to temperature extremes, or resistant to vandalism, or suited to very low light or other conditions. Such cameras may include cameras produced by such manufacturers as Sony, IQinVision, Axis, Bosch, Honeywell, Speco Technologies, Panasonic, Pelco, Arecont Vision, General Electric, Siquira – Optellicom, DVTel, and Flir. The City may also choose to purchase specialized or custom-designed equipment housings or mountings for use at sites of historic significance or other unusual requirements. **The City may also add additional ancillary equipment, including but not limited to: managed switches, video encoders (analog video to IP), remotely-controllable analog video matrix switches, and remotely-controllable units providing contact closures and RS422/RS232 communications.** 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 reserves the right to request the contractor to provide free demonstrations and free ninety (90) day trials of all new product enhancements and new product line products for the City to asses and evaluate. The City at the conclusion of the demonstration or trial, may request the contractor to formally submit the item as an add-on to this contract.

4.2 **VENDOR RESPONSIBILITY:**

| | | | |
|------------------------------------|---|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S2VZ6010 | PAGE OF 30 45 |
| | | FIRM NAME (22 be filled in) | |

- 4.2.1 Contractor may deliver only products, services or equipment (as applicable) as authorized in the contract and only after receipt of a purchase order or other authorized document from the Procurement Department. All orders must be in writing. Contractor shall not accept verbal delivery requests until after receipt of purchase order or other authorizing document from Procurement.
- 4.2.2 Contractor may deliver only products, services or equipment (as applicable) at the prices quoted in the contract and that are reflected on a purchase order or a change to a purchase order (a change to a purchase order is issued whenever the items, unit price, total amount, or terms and conditions change from the original purchase order).
- 4.2.3 Contractors may deliver products, services or equipment (as applicable) up to the dollar limit of the purchase order and for the period shown on the purchase order. Contractors are requested to carefully monitor obligations against purchase orders and inform the departments of anticipated funding shortfalls.
- 4.2.4 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
 - (ii) notify the ordering agency in writing and refuse to deliver.
- 4.2.5 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.
- 4.2.6 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.
- 4.2.7 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.
- 4.2.8 **Approval of Work:**

| | | | |
|------------------------------------|---|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S2VZ6010 | PAGE OF 31 45 |
| | | FIRM NAME (22 be filled in) | |

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.

- 4.2.9 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.

4.3 MODIFICATIONS/CHANGES

- 4.3.1 Installations are considered to be normal and average for the scope of this contract. In the event that extraordinary conditions arise beyond the control and without the fault or negligence of the Contractor, its agents and subcontractors that require modification of the contract for installation costs and/or materials the Contractor shall present the Deputy CIO with an estimate of any increases or decreases in costs prior to the start of work. Work shall not begin until written approval is obtained from the Deputy CIO. If there is an increase in cost, charges for said work shall be no higher than charges for similar work performed for Contractor's preferred customer(s).

If changes in design of any portion of the work or the requirements of the specifications are deemed necessary by the Deputy CIO, in order to carry out and complete more fully the work agreed to be performed under this contract, he may order alterations to or changes in the work covered in this Invitation to Bid, and the Contractor shall comply with such orders. If such changes increase the cost of the work to the Contractor, the Contractor shall present the Deputy CIO with an estimate of any increases in costs prior to the start of work, and with written approval of the Deputy CIO, additional compensation will be allowed by the City. If such changes diminish the cost of the work to the Contractor, reduction in compensation will be made accordingly. No consequential loss of profit on account of changes or of work not executed will be allowed for the Contractor, but the Contractor may be entitled to an extension of time on this account. No changes will be made except upon the written orders from the Deputy CIO authorizing the change and fixing the method of compensation or deduction therefore.

- 4.3.2 When such changes are ordered in connection for which a lump sum price is bid, the lump sum price for that time will be increased or diminished in accordance with the above methods.

| | | | |
|------------------------------------|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S2VZ6010 | PAGE OF 32 45 |
| | | FIRM NAME (22 be filled in) | |

4.3.3 The Contractor will not be entitled to payment for any work as extra or additional, unless it is ordered in writing as such by the Deputy CIO.

4.4 **INVOICES**

The contractor shall submit the invoices within 30 days following the City's issuance of written acceptance of equipment or installation services.

4.4.1 Invoices (3 copies) for purchases of equipment or installation services shall be submitted by Contractor to the City after acceptance of the equipment. Invoices shall, as a minimum, provide:

- a. Type and description of equipment or product, or nature and location of installation services;
- b. Serial or other identification number;
- c. Cost for each item or service;
- d. Total charges;
- e. Prompt payment discount, if applicable; and
- f. City purchase order and contract numbers.
- g. Details of Contract Funding Codes

4.5 **LIQUIDATED DAMAGES FOR DELAY**

4.5.1 ***General***

The installation date for the equipment provides for the utilization of the equipment consistent with the timing schedule of the City's programs. If the equipment is not installed, fully operational and functioning in accord with the manufacturer specifications and the City Quality Standard by the specified date, the delay will significantly interfere with City operations. Due to the nature of this matter, it would be impracticable and extremely difficult to fix the actual damages sustained in the event of any such delay. The parties acknowledge that in the event of any such delay, Contractor shall pay the amounts set forth in this paragraph as liquidated damages and not as a penalty.

4.5.2 ***Equipment***

- a. If, by the scheduled installation date, Contractor has not installed the equipment scheduled for installation, Contractor shall pay to the City, a fixed and agreed liquidated damages, for each calendar day's delay

| | | | |
|------------------------------------|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S2VZ6010 | PAGE OF 33 45 |
| | | FIRM NAME (22 be filled in) | |

beginning with the scheduled installation date, but not more than 180 calendar days, 1/150th of the purchase price of all equipment scheduled for installation by such date, whether or not installed.

- b. If the delay is more than ten (10) business days, then by written notice to Contractor, the City may declare Contractor in default and proceed in accordance with the provisions set forth in the attached "Terms and Conditions of Bidding and Contract."

If the City terminates the right of Contractor to install and seeks to obtain substitute equipment, Contractor shall be liable for liquidated damages in the amount specified in 4.6.2a above until substitute equipment is installed, or for 180 calendar days from the applicable installation date, whichever occurs first and, in addition, for all amounts due or by reason of Contractor's default (eq. cover costs).

4.5.3 ***Exception***

Contractor shall not be liable for liquidated damages for delays due to causes beyond its control and without its fault or negligence.

- 4.5.4 The City's right to, and receipt of, liquidated damages for delays as provided in this paragraph is in addition to and not in limitation of any other rights and remedies the City may have under this agreement.

4.6 **TITLE TO EQUIPMENT**

- 4.6.1 Title to equipment furnished hereunder shall pass to the City upon acceptance of the equipment.

4.7 **CONTRACTOR'S COMMITMENTS, WARRANTIES AND REPRESENTATIONS**

- 4.7.1 Any written commitment by Contractor within the scope of this bid shall be binding upon Contractor whether or not incorporated into a purchase order. Failure of Contractor to fulfill any such commitment shall render Contractor liable for liquidated or other damages due under the terms of the bid.

- 4.7.2 For the purpose of this bid, a commitment by Contractor includes:

- (a) prices and options committed to remain in force over specified period(s) of time;

| | | | |
|------------------------------------|---|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S2VZ6010 | PAGE OF 34 45 |
| | | FIRM NAME (22 be filled in) | |

- (b) any warranty or representation made by Contractor as to equipment performance, total system performance, any other physical, design or functional characteristics of a camera installation date;
- (c) any warranty or representation made by Contractor concerning the characteristics of items described in (b) above made in any literature, description, drawings or specifications accompanied or referred to in a proposal or bid;
- (d) any modification of or affirmation or representation as to the characteristics of items described in (b) above which is made by Contractor in writing during the course of discussions whether or not incorporated into a formal amendment to the proposal or bid in question; and
- (e) any representation by Contractor in a proposal or bid supporting documents or other writing issued during the course of the bid or proposal review as to training to be provided, services to be performed, prices and options committed to remain in force over a fixed period of time, or any other similar matter regardless of the fact that the duration of such commitment may exceed the term of this bid.

4.8 **Prevailing Wage Provisions.** The contract awarded under these specifications is subject to all provisions of Section 17-107 of the Philadelphia Code entitled Contractors: Labor-Management Relationships.” It is also subject to all regulations and procedures adopted thereunder.

- a. All employees performing work under the contract shall be paid the applicable prevailing wages for the respective occupational classification(s) designated, as set forth in the wage schedule attached; and in addition, be given the applicable current prevailing working conditions during the entire period of work under the contract. Such working conditions are those which are given to employees

| | | | |
|------------------------------------|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S2VZ6010 | PAGE OF 35 45 |
| | | FIRM NAME (22 be filled in) | |

pursuant to a bona fide collective bargaining agreement for the applicable craft, trade, or industry in the Philadelphia area on the date these specifications are issued.

- b. City may withhold from any sums due to the contractor under each contract so much as may be necessary to pay the employees the difference between wages required to be paid thereby and the wages actually paid to such employees, and the City may make such payments directly to the appropriate employees.
- c. Each contractor shall require all subcontractors to comply with and be bound by all of the provisions of this section of the contract & Section 17-107 of the Philadelphia Code.
- d. Every contractor and subcontractor shall keep an accurate record showing the name, address, occupational classification, wages and other benefits paid or provided and number of hours worked for each employee assigned to city-work, and such record shall be preserved for two (2) years from the date of payment. The contractor shall make his employment and accounting records available for inspection by authorized representatives of the Labor Standards Unit of the MDO, at all reasonable hours, and shall permit such representatives to interview employees during working hours on the job.
- e. All contractors and subcontractors performing city-work shall automatically file with the, Labor Standards Unit of the MDO, a certified statement setting forth the name, address, occupational classification, wages and other benefits paid or provided and number of hours worked with respect to each employee performing city-work. Such statement shall be made weekly for each preceding weekly period. The certification shall affirm that the statement is correct and complete, that the wages set forth therein are not less than those required by the contract for city-work and that the occupational classification set forth for each employee conforms with the work he performed.
- f. Nothing herein shall preclude the payment by the contractor of wages at rates higher than those specified as the prevailing wages in the applicable attached schedule. However, no increases in any contract price shall be allowed or authorized on account of the payment of wages in excess of those so specified or on account of wage increases granted hereafter. No increases above the amounts specified in the applicable attached schedule will be required by any contract during the term thereof except in the case of an error or omission in

| | | | |
|------------------------------------|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S2VZ6010 | PAGE OF 36 45 |
| | | FIRM NAME (22 be filled in) | |

such schedule. Such an error or omission shall be called to the attention of the Labor Standards Unit of the MDO, as promptly as possible; but the remedying thereof by the Department shall not constitute grounds for withdrawal of a bid or cancellation of a contract, nor for an increase in the contract price or other claim or recovery against the City nor a ground for failure or refusal to pay the applicable proper prevailing wage to all employees.

- g. The prevailing wages required hereby shall be paid unconditionally without any subsequent deduction or rebate of any kind except in accordance with prevailing payroll deduction practices. Any assignment of wages by an employee for the direct or indirect benefit of the contractor shall constitute a violation of this section; and any purported release of rights hereunder by an employee shall be void and of no effect.
- h. It is the responsibility of all bidders and contractors to inform themselves of all prevailing working conditions, including, without limitation, proper classifications, length of workday and work week, overtime compensation, and holiday and vacation rights. All questions shall be referred to the Procurement Department 215)686-4720/21.

SEE ATTACHED APPLICABLE WAGE SCHEDULE

| | | | |
|------------------------------------|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S2VZ6010 | PAGE OF 37 45 |
| | | FIRM NAME (22 be filled in) | |

CITY OF PHILADELPHIA

Prevailing Wage Rate Schedule

Video Surveillance Camera Installation and Maintenance Bid

Electrician

Bid No# VZ601

| <u><i>CLASSIFICATION</i></u> | <u><i>BASIC HOURLY RATE</i></u> | <u><i>FRINGE BENEFITS</i></u> |
|--------------------------------------|---------------------------------|-------------------------------|
| <u><i>Electrician Journeyman</i></u> | \$46.85 | \$26.13 |

Notes of Interest:

- (1) *Contractors are advised to contact the Philadelphia Labor Standards Unit with any questions regarding job classifications, prevailing wage rates, fringe benefits and area working conditions.*
- (2) *Prior to employing apprentices on a Public Works Project, the contractor is required to provide written evidence of employee's active registration in a bona fide apprenticeship program registered with the United States Department of Labor, Employment & Training Administration, Bureau of Apprenticeship & Training, or with a State Apprenticeship Agency recognized by the Bureau. The contractor shall forward proper documentation for each bona fide apprentice to the:*

*Philadelphia Labor Standards Unit (PLSU)
Municipal Services Building
1401 J.F.K. Boulevard - 6th Floor
Philadelphia, PA 19102-1670
Telephone Numbers: (215) 686-2132
Fax Number: (215) 686-2116*

| | | | |
|------------------------------------|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S2VZ6010 | PAGE OF 38 45 |
| | | FIRM NAME (22 be filled in) | |

4.9 **PRICE ESCALATION**

4.9.1 **PRICE INCREASE**

Contractor shall provide Video Surveillance Camera Installation and Maintenance at the prices set forth in Section 5 for a period of twelve (12) months; thereafter, the contract may be renewed under the terms and conditions of this agreement at the sole option of the City on an annual basis for up to three (3) additional one (1) year period(s). Contractor may increase prices for future renewal periods provided that:

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

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

or

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

For each renewal the price increase and/or decrease shall be based on the Consumer Price Index for All Urban Consumers- Philadelphia (All Items), as published by the US. Department of Labor, Bureau of Labor Statistics. The CPI shall be based upon July available statistics for the most recent month of the current year from July such month of the preceding year.

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

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

| | | | |
|------------------------------------|---|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S2VZ6010 | PAGE OF 39 45 |
| | | FIRM NAME (22 be filled in) | |

SECTION 5: PRICING

5.1 *INSTALLATION AND MAINTENANCE OF VIDEO SURVEILLANCE CAMERAS*

Installation must include labor, assembly of camera bundle, camera configuration, testing, activation and all equipment including any appurtenances associated with the installations listed below, as well as removal of any existing equipment at the designated installation site which the City requires to be replaced. Camera activation includes connection to the core video surveillance systems management network, aggregation point, network switch, and/or antenna.

Unit pricing quoted below will prevail in case of any discrepancy(ies) between unit price and the extended amount and will be the determining factor in establishing applicable contract amount(s)/award.

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

DESCRIPTION

| | <u>Quantity</u> | <u>Unit of Measure</u> | <u>Unit Price</u> | <u>Total Amount</u> |
|---|-----------------|------------------------|-------------------|---------------------|
| 5.1.1 Installation CAT5e Bundle | 150 | LO | \$_____ | \$_____ |
| 5.1.2 Installation Fiber SM/MM Bundle | 200 | LO | \$_____ | \$_____ |
| 5.1.3 Installation Wireless Radio Camera Bundle (Internal Firetide) | 100 | LO | \$_____ | \$_____ |
| 5.1.4 Installation Wireless Radio Camera Bundle (External Firetide) | 100 | LO | \$_____ | \$_____ |

DESCRIPTION

| <u>Quantity</u> | <u>Unit of Measure</u> | <u>Unit Price</u> | <u>Total Amount</u> |
|-----------------|------------------------|-------------------|---------------------|
|-----------------|------------------------|-------------------|---------------------|

| | | | | |
|------------------------------------|--|-------------------------------|-------------------|-----------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S2VZ6010 | PAGE 40 | OF 45 |
| | | FIRM NAME (22 be filled in) | | |

| | | | | |
|--|-----|----|---------|---------|
| 5.1.5 Installation Cisco Mesh Access Point Camera | 100 | LO | \$_____ | \$_____ |
| 5.1.6 Installation Alvarion Camera Bundle | 5 | LO | \$_____ | \$_____ |
| 5.1.7 Installation Fiber Aggregation Point | 5 | LO | \$_____ | \$_____ |
| 5.1.8 Installation Motorola Canopy Antenna | 5 | LO | \$_____ | \$_____ |
| 5.1.9 Installation per camera bundle, using parts and equipment from City inventory or from third parties as directed by the City (includes all services required for the assembly, installation, configuration and testing of the camera bundle, and removal of any equipment to be replaced). | 5 | LO | \$_____ | \$_____ |

SUBTOTAL: \$_____

5.2 FURNISHING OF VIDEO SURVEILLANCE CAMERA EQUIPMENT FOR THE DIVISION OF TECHNOLOGY

| | | | | |
|---|-----|----|---------|---------|
| 5.2.1 Motorola Antenna | 25 | EA | \$_____ | \$_____ |
| 5.2.2 LC Fiber Cable | 250 | EA | \$_____ | \$_____ |
| 5.2.3 Fibrolan Media Converter B091 | 250 | EA | \$_____ | \$_____ |
| 5.2.4 Chassis Media converter CPSMC-1900-100 | 250 | EA | \$_____ | \$_____ |
| 5.2.5 Sony Camera Model RXN530 | 250 | EA | \$_____ | \$_____ |

| <u>DESCRIPTION</u> | <u>Quantity</u> | <u>Unit of Measure</u> | <u>Unit Price</u> | <u>Total Amount</u> |
|---------------------------|------------------------|-------------------------------|--------------------------|----------------------------|
|---------------------------|------------------------|-------------------------------|--------------------------|----------------------------|

| | | | | |
|------------------------------------|--|-------------------------------|-------------------|-----------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S2VZ6010 | PAGE 41 | OF 45 |
| | | FIRM NAME (22 be filled in) | | |

| | | | | | |
|--------|---|-----|----|---------|---------|
| 5.2.6 | Dotworkz Camera Housing Unit D3-RF-MVP | 250 | EA | \$_____ | \$_____ |
| 5.2.7 | Videoalarm Camera Housing Unit RHW-75C2N | 250 | EA | \$_____ | \$_____ |
| 5.2.8 | Ethernet Cable | 250 | EA | \$_____ | \$_____ |
| 5.2.9 | CaT5E Crossover Cable | 250 | EA | \$_____ | \$_____ |
| 5.2.10 | Newmar Photocell Power Tap NEWFP289A36 | 250 | EA | \$_____ | \$_____ |
| 5.2.11 | Firetide Switch | 50 | EA | \$_____ | \$_____ |
| 5.2.12 | etide Power Cable | 50 | EA | \$_____ | \$_____ |
| 5.2.13 | Orl Firetide Antenna | 50 | EA | \$_____ | \$_____ |
| 5.2.14 | RG62 Coaxial Connector for Firetide Connection | 50 | EA | \$_____ | \$_____ |
| 5.2.15 | Power Connectors | 50 | EA | \$_____ | \$_____ |
| 5.2.16 | Dotzworks Blue Strobe Light | 250 | EA | \$_____ | \$_____ |
| 5.2.17 | Cisco Radio Model#Air-LAP1522AG-A-K9 | 25 | EA | \$_____ | \$_____ |
| 5.2.18 | Alvarion OPS | 25 | EA | \$_____ | \$_____ |
| 5.2.19 | lvarion 4.9 or 5.4 Antenna | 25 | EA | \$_____ | \$_____ |

SUBTOTAL: \$_____

In addition, state the mark-up percentage above manufacturer's price to Contractor at which the Contractor will agree to sell to the City ancillary or other hardware which may be required by the City in connection with this Invitation and Bid: _____%

| | | | |
|------------------------------------|---|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S2VZ6010 | PAGE OF 42 45 |
| | | FIRM NAME (22 be filled in) | |

DESCRIPTION

Quantity Unit of Measure Unit Price Total Amount

5.3 **Monthly Maintenance** MO \$_____ \$_____
Maintenance shall be provided by successful bidder on a per camera per month basis. The maintenance shall include all installed Axis Camera Bundles, Sony Camera Bundles, Aggregation Points, Wireless Radio Camera Bundles, Wireless Mesh Connections, and equipment no longer covered under manufacturer warranty at the time the bid is awarded. Monthly maintenance cost shall include cleaning (includes interim and semi-annual), annual wire connection check, and triage all equipment. In addition maintenance costs quoted below shall cover any and all repair to existing and future camera installations. (See Section 2.3.3)

The City currently has 192 existing cameras and that number is expected to increase significantly in the future, by an estimated 250 additional cameras.

5.4 **SERVICE**

Camera Moves, Adds, and Changes

The City shall have the right to require relocation of existing cameras, add additional cameras or request changes to existing equipment. Successful bidder will provide three (3) complimentary camera moves, adds, and changes (MAC's) during each year of the contract.

5.4.1 Camera Moves in this bid will be referred to as relocating or otherwise moving or adjusting the location of installed camera.
25 EA \$_____ \$_____

5.4.1.1 **Emergency Service**
(refer to para 2.3.6)
50 HR \$_____ \$_____

DESCRIPTION

Quantity Unit of Measure Unit Price Total Amount

5.4.2 "Adds" in this bid will be referred to as installing additional camera equipment to existing cameras.

| | | | |
|------------------------------------|---|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S2VZ6010 | PAGE OF 43 45 |
| | | FIRM NAME (22 be filled in) | |

Camera Adds shall also include previously installed and/or third-party owned camera surveillance equipment acquired by the City from quasi-City and non-City agencies.

25 EA \$_____ \$_____

5.4.3 "Changes" in this bid will be referred to as changing the angle of view or otherwise modifying the physical placement of an installed camera without dismounting the camera or moving it to a different location.

25 EA \$_____ \$_____

5.4.4 Camera Moves, Adds, and Changes Extended Total Bid Amount \$_____ (Unit Price X Quantity for all Section 5.4 items bid).

5.5 **FURNISHING OF VIDEO SURVEILLANCE CAMERA EQUIPMENT FOR THE POLICE DEPARTMENT**

Item 5.5 shall be the purchase cost for each instrument and appurtenances listed below.

5.5.1 Sony Pan Tilt Zoom Camera – Rapid Dome Outdoor
Model SNC-RS84N/P 80 EA \$_____ \$_____

5.5.2 Sony Wireless LAN Card - Model SNCACFW5
200 EA \$_____ \$_____

5.5.3 Sony External Antenna for Wireless - Model SNCAAN1
200 EA \$_____ \$_____

5.5.4 Sony Outdoor Antenna Cabling Kit - Model SNCACW5
200 EA \$_____ \$_____

5.5.5 Sony IP Fixed Dome Camera - Model SNC-DF85N/P
120 EA \$_____ \$_____

| <u>DESCRIPTION</u> | <u>Quantity</u> | <u>Unit of Measure</u> | <u>Unit Price</u> | <u>Total Amount</u> |
|--------------------|-----------------|------------------------|-------------------|---------------------|
|--------------------|-----------------|------------------------|-------------------|---------------------|

| | | | | |
|--|-----|----|---------|---------|
| 5.5.6 Sony Heater Unit Option - Model YTHU75 | 200 | EA | \$_____ | \$_____ |
|--|-----|----|---------|---------|

SUBTOTAL: \$_____

| | | | |
|------------------------------------|--|-------------------------------|-------------------------|
| INVITATION AND BID Continuation | CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT PHILADELPHIA, PA 19102 - 1685 | BID NUMBER S2VZ6010 | PAGE OF 44 45 |
| | | FIRM NAME (22 be filled in) | |

In addition, state the mark-up percentage above manufacturer's price to Contractor at which the Contractor will agree to sell to the City ancillary or other hardware, including other special-use cameras, high-definition cameras, or tracking cameras which may be required by the City in connection with this Invitation and Bid: _____%

5.6 Total Extended Bid Amount

Total of 5.1 Subtotal \$ _____
plus 5.2 Subtotal \$ _____
plus 5.3 Subtotal \$ _____
plus 5.4 Subtotal \$ _____
plus 5.5 Subtotal \$ _____
equals Total Extended Bid Amount \$ _____

5.7 CONTRACTOR CERTIFICATION

5.7.1 Contractor certifies that all of the prices, warranties and benefits granted under this Agreement are equivalent to or better than Contractor's prevailing prices, warranties and benefits currently being offered to its non-educational state and local government customers contracting for similar volumes, under similar terms and conditions. If Contractor shall, prior to the City's acceptance of equipment under this Agreement, announce a general price reduction or make available to any other non-educational state or local government customer prices, warranties or benefits with respect to the equipment identified in this Agreement, such prices, warranties or benefits will be made available to the City upon the date the general price reduction or change to prices, warranties or benefits become effective and this Agreement shall be deemed automatically amended to incorporate such reduction or change. It shall be Contractor's obligation to promptly notify the City in writing of such general price reductions or change in prices, warranties or benefits. The City certifies that it is purchasing products hereunder solely for use by the City and not for resale.

Appendix A
FORM OF BID BOND

CITY OF PHILADELPHIA



BID BOND

FOR CITY OF PHILADELPHIA BID NUMBER: _____
(Please Fill In)

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____
_____ as Principal
(hereinafter called the "Principal Obligor"), and

_____ (as Surety) are jointly and severally held and firmly bound unto The City of Philadelphia, in the sum of **TEN PERCENT (10%) OF THE GROSS AMOUNT OF THE BID** lawful money of the United States of America, to be paid to the said City of Philadelphia, its successors and assigns; to which payment, well and truly to be made we do bind ourselves and each of us, our and each of our successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated the _____ day of _____ two-thousand and eleven (2011).

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

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

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

CORPORATE SEAL:

PRINCIPAL OBLIGOR:

President/Vice-President (SEAL)

Secretary/Treasurer (SEAL)

SURETY SEAL:

SURETY:

Attorney-In-Fact (SEAL)

INSTRUCTIONS:

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

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 Office of Economic Opportunity Participation is required be sure to fill out all appropriate forms. If you have questions call OEO 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 **\$10.00 fee, company check or money order only, no personal checks or cash, 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.

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:

- Company 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

COMPANY CHECK OR MONEY ORDER ONLY

Revised 09/08



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, 2010 – June 30, 2012

(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 \$30,000 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 \$30,000 up to \$500,000.

To file for coverage under the Bid Security Program, for the period **July 1, 2010 to June 30, 2012**, complete the enclosed application and return it with a check for **\$175.00**. 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**" **2010–2012** 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 \$175.00 for 7/1/10 to 6/30/12
DO NOT SEND CASH. 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)



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.

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

BID SUBMISSION

1. PREPARATION AND SUBMISSION OF BID.

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

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

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

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

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

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

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

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

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

5. PATENTS. The successful bidder shall be solely responsible for all royalties and charges that may be due to any patent holder for or on account of the use of any patented appliance, product or processes. Evidence of such payment shall be submitted upon request of the Procurement Commissioner and failure to submit such evidence may, in the sole discretion of the Procurement Commissioner, result in rejection of the bid or constitute an event of default, entitling the City to all rights and remedies as provided herein in 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 non-responsiveness as set forth below in this Section, these Terms and Conditions of Bidding and Contract and the specifications and requirements included in the Invitation and Bid are mandatory and must be strictly followed by all bidders in the preparation and submission of their bids. After bids are opened, the Procurement Department, and other City departments or agencies where appropriate or specified, shall review all bids for responsiveness to these Terms and Conditions of Bidding and Contract and the specifications and requirements included in the Invitation and Bid.

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

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

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

responsible. Any further determination of a contesting bidder's responsibility shall be vested in the sound discretion of the Procurement Commissioner and other City officials.

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

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

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

CONTRACT EXECUTION AND CONFORMANCE

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

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

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

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

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

(a) WORKERS COMPENSATION AND EMPLOYERS LIABILITY

(1) Workers' Compensation – Statutory limits

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

(3) Other states insurance including Pennsylvania

(b) GENERAL LIABILITY INSURANCE

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

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

(c) AUTOMOBILE LIABILITY

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

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

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

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

any 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.

TERMS AND CONDITIONS OF BIDDING AND CONTRACT

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

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

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

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

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

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

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

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

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

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

SIGNING OF BIDS:

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

This _____ day of _____ 20

(Signature of Owner, Partner)

(Type or Print Name and Title)

(Business Name of Bidder)

(Address, including Zip Code)

(Telephone Number, including Area Code)

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

This _____ day of _____ 20

CORPORATE SEAL

(Corporate or Business Name of Bidder)

(Address, including Zip Code)

(Telephone Number, including Area Code)

(Signature of President or Vice President)

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

(Type or Print Name and Title)

(Type or Print Name and Title)

APPROVED AS TO FORM

CONTRACT EXECUTION

(Assistant City Solicitor)

(Procurement Commissioner)