



CITY OF PHILADELPHIA

Mayor's Office of Information Services

**REQUEST FOR PROPOSALS
FOR**

Video Surveillance System Services

March 29 , 2007

City of Philadelphia
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for
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1 General Information

1.1 General Scope of Work

The City of Philadelphia is seeking proposals for the provision of video surveillance services that will be used by Philadelphia public safety related departments to reduce quality of life problems and for emergency management response. It is the City's intent to enter into a contract with a selected Respondent to provide these video surveillance services, as described in detail in this Request for Proposals (RFP), on a fee for service basis. The City does not intend to acquire, own, install or operate any of the elements of the video surveillance network that will deliver the service, or the equipment and software required for the central monitoring facility, all of which will be the responsibility of the selected Respondent. The successful Respondent will acquire, install, operate, and maintain the video surveillance cameras and the network required to deliver video signals to a point of interconnection with CityNet, the City's wide area network, and will also furnish, install, and maintain video monitoring equipment, video storage equipment, analytical software and related equipment at the City's central monitoring facility. The City will be responsible for determining the locations where video surveillance will occur within the City; for providing the premises for the monitoring facility and operating the facility; and for providing and managing the monitoring personnel. The Respondent will be required to meet agreed service levels for all aspects of the video surveillance service.

Services to be Provided

It is the intent of the City to enter into a contract with the successful Respondent to provide the following specific services:

- Provide video surveillance services at selected outdoor locations with the capability to locate cameras anywhere within the 135 square mile area of the City of Philadelphia. The Respondent will be responsible for the installation, maintenance and support of these cameras. The Respondent will be responsible for providing, integrating and supporting (maintaining) all of the equipment, software and related services necessary to install, operate, and maintain video cameras at locations designated by the City; to transport the video images to a CityNet interconnection point; and to store, monitor and analyze the video images (using software tools) at a central monitoring facility that will be staffed and operated by the City.

- It is the City's intent that over the life of this project, the installation of up to 1,000 individual cameras will be required; the City reserves the right, however, to require the installation of more than or fewer than 1,000 cameras under any contract resulting from this RFP. In the first year of the contract the City anticipates that it will require the successful Respondent to implement up

to 250 cameras at City-designated locations throughout the City; the City reserves the right, however, to require the installation of more than or fewer than 250 cameras under any contract resulting from this RFP.

- ❑ The City will, at the appropriate time, provide the selected Respondent with a prioritized list of video surveillance locations for the year one deployment. The Respondent – with input and participation of the City – will be responsible for developing a phased deployment of cameras that meets the specific video surveillance needs of the City as expressed by that prioritized list of locations. The implementation plan must represent a logical, technologically appropriate solution that balances the desire of the City to accommodate video surveillance needs in multiple, decentralized locations throughout the City with a plan that is both timely and cost efficient.
- ❑ The Respondent will be responsible for all costs of installing and operating the video camera network as set forth in this RFP, including but not limited to obtaining and paying the costs of all, licenses, fees and electricity and other utilities needed for the project. The successful Respondent will also be responsible for the negotiation and acquisition of use rights for utility poles, street furniture, buildings, and any other structures or apparatus on which video surveillance cameras will be mounted, and for the payment of all rental, lease, licensing or other charges.
- ❑ The Respondent will be responsible for providing network connectivity from the remote camera locations to a central monitoring location in a facility chosen by the City. The Respondent will be responsible for operating, maintaining and supporting this network connectivity in a manner that meets the City’s information security standards. The Respondent will also be responsible for providing an interconnection to CityNet (the City’s wide area network) to enable the City to further distribute video images to other locations served by CityNet.
- ❑ The Respondent will be responsible for providing at the central monitoring location sufficient video monitoring stations for the use of City personnel, as determined by the City. The Respondent will be responsible for all maintenance and support of this equipment.
- ❑ The Respondent will be responsible for the provision of video storage to support video collection and monitoring. This video storage shall be located in a City provided facility. The Respondent will be responsible for all maintenance and support of this equipment.
- ❑ The City intends to enter into a Service Level Agreement with the selected Respondent to establish required service levels for all aspects of this project.

- The selected Respondent will be responsible for the design, development, maintenance and ongoing support of a complete video surveillance system and all costs thereof, and will have sole responsibility to ensure that all of the video surveillance system as designed is fully integrated end to end and meets the City service levels as agreed to. It is the City's intent that the selected Respondent will provide a state of the industry solution that represents industry best practices, and that the Respondent over the life of this project will refresh the technology as needed to satisfy this requirement.

Implementation

Over the course of this contract the City expects that the selected Respondent will have in place the capability to efficiently support video surveillance at any location within the boundaries of the City. The successful Respondent should submit its plan to meet this requirement in its proposal. It is also possible that the City may from time to time require the installation of video surveillance at a location that is out of sequence with any agreed upon phased rollout of citywide surveillance capability. The Respondent's proposal should describe how it will address this requirement.

The City at its discretion may require that the selected Respondent implement an initial demonstration or small scale pilot project of selected elements of the Respondent's proposed technology solution, prior to entering into a contract.

The initial term of any contract resulting from this RFP will be for one (1) year with three (3) additional one (1) year terms at the City's sole discretion. The City may seek during the term of this contract to negotiate a multi-year contract with the successful Respondent, subject to City Council approval in accordance with Philadelphia Home Rule Charter Section 8-200(3). Accordingly, the City reserves the right to require the successful Respondent to enter into such a multi-year contract and to renegotiate the cost or other terms of any contract resulting from this RFP as appropriate for a multi-year contract, with or without reissuing this RFP or a different RFP, all at the City's sole discretion.

No computer hardware or other equipment, and no network or computer installation services (such as cabling or physical installation of equipment) will be purchased under any contract resulting from this RFP. If it is determined that the City needs to purchase such equipment and services, the City will purchase them separately through its normal procurement process.

1.2 Background

During 2006, members of City Council held public hearings regarding the use of video surveillance technology, similar to those employed in other large municipalities, to reduce crime and quality of life concerns. The cities of Chicago and Baltimore sent representatives to the City of Philadelphia ("City" or "Philadelphia") to testify about their respective projects and representatives of Philadelphia traveled to these cities to

observe the projects firsthand. The hearings resulted in a decision to place the issue of video surveillance before the voters of the City in a referendum in the following question format:

“Shall the Philadelphia Home Rule Charter be amended to call upon the City to fight crime and violence through the use of video surveillance, which shall be implemented in a manner that protects civil liberties and legitimate privacy interests?”

On May 16, 2006 the election was held and the referendum was overwhelming approved by the voters..

The City has conducted a number of Pilot, or Proof-of-Concept, projects in order to evaluate the alternatives for citywide video surveillance. The City obtained additional information from vendors of cameras, wide area network equipment and various service providers through informal discussions. During the information gathering phase of this project, in July 2006 the City issued a Request for Information (RFI) for the Potential Uses of Digital Video Surveillance Network. As a result of that RFI, a demonstration project was launched by IBM Corporation. In addition, EarthLink, Inc. launched a demonstration project.

Vendors that are currently involved in demonstration, proof of concept, or pilot projects will be permitted to respond to this RFP. Respondents’ proposals will be evaluated based on their content in response to this RFP.

This RFP supersedes any and all information exchanges regarding the procurement of video surveillance technology for the City that took place during the information gathering phase described above or otherwise prior to the issuing of the RFP.

1.3 General Statement of Proposal Requirements

Detailed requirements for the System and/or services sought by this RFP are provided in Appendix A, *Detailed Project Requirements*.

1.4 Proposal Submission Date; Anticipated Procurement Schedule

The date for submitting Proposals pursuant to this RFP (the “Submission Date”) is as provided below. Proposals must be submitted at the address of the City Primary Contact, as provided in Section 1.5, by the time on the Submission Date indicated below.

<u>Date</u>	<u>Activity</u>
Thursday, March 29, 2007	Issue Request for Proposals
Thursday, April 5, 2007 2:00 PM (GMT – 05:00) Eastern Time	Pre-Proposal Meeting Municipal Services Building 1401 JFK Blvd. Philadelphia, PA 19102 16 th Floor Conference Room C
Monday, April 9, 2007	Deadline to submit questions, requests for clarification, information to Primary Contact, in writing
Wednesday, April 11, 2007	Answer to questions, requests for clarification provided
Wednesday, April 25, 2007 5:00 PM (GMT – 05:00) Eastern Time	Proposal Submission Deadline
Wednesday, May 9, 2007	Select Respondents with which to enter into contract negotiations
Monday, June 18, 2007	Project start

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

1.5 City’s Primary Contact

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

Michaëlle Cooke
Mayor’s Office of Information Services

1234 Market Street Suite 1850
Philadelphia, PA 19107
E-mail address: michaelle.cooke@phila.gov
Phone #: (215) 686-8101
Fax #: (215) 686-8258

All questions, requests for clarification, and requests for additional information regarding this RFP must be submitted in writing not later than Monday, April 9, 2007. No oral response by any employee or agent of the City shall be binding on the City, or shall in any way constitute a commitment by the City. If a Respondent finds any inconsistency or ambiguity in the RFP, the Respondent is requested to notify the City.

2 RFP Requirements and Conditions

2.1 Price Proposal Required

Cost proposals for the Video Surveillance System Services (Services) must include all costs that will be incurred for the services, including, but not limited to, the following: design, procurement, integration, management and installation of Camera Systems, video transport, monitoring and storage capacity; equipment maintenance; service meeting the established service level agreement; all other work proposed.

All monitoring of the video signals will be done by City employees.

Please see detailed requirements in Appendix C, Cost Proposal Requirements.

2.2 Maintenance and Support

The Proposal must include a section describing the maintenance and support services to be provided under the contract resulting from the RFP. Proposals must include a description of the proposed services, stating whether the Respondent will comply with the foregoing terms, and describing the Respondents problem resolution procedures – including problem severity classifications, response times and “fix” times for each level of severity, and the escalation procedures (including on-site service) that will apply where resolution is not immediately achieved.

Please see detailed requirements in Appendix A, Detailed Project Requirements.

2.3 Responsiveness

Proposals must satisfy all requirements set forth in this RFP. Any Proposal that does not adhere strictly to RFP requirements may, in the sole discretion of the City, be rejected, as not responsive to the RFP, without further consideration. Proposals will be evaluated, in part, according to whether the Respondent meets the qualifications described in the RFP and submits a Proposal complying with all RFP requirements. The City reserves the

right, in its sole discretion, to determine whether any deviation(s) from or exception(s) to RFP requirements make the Proposal non-responsive or otherwise unacceptable such that the Proposal will be rejected without further consideration.

2.4 Disclaimer

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

2.5 Publicity

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

2.6 Respondents Restricted

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

2.7 Participation of Minority, Women and Disabled Business Enterprises

Pursuant to Mayor's Executive Order 02-05, the City of Philadelphia Minority Business Enterprise Council (MBEC) has determined that the opportunity ranges for minority, women and disabled businesses for the project associated with this RFP are as follows:

Minority Business Enterprise (MBE) Ranges:	15- 20%
and	
Women Business Enterprise (WBE) Ranges:	10-15 %
Disabled Business Enterprise (DSBE) Ranges:	2-5%

See Appendix F for Instructions, forms and contract provisions relating to the participation of Minority, Women, and Disabled Business Enterprises (M/W/DSBEs).

2.8 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:

2.8.1 Gifts

Pursuant to Executive Order 02-04, no official or employee in the Executive and Administrative Branch of the City may solicit or accept, directly or indirectly, anything of value, including any gift, gratuity, favor, entertainment or loan from any of the following sources:

- (a) A person seeking to obtain business from, or who has financial relations with the City;
- (b) A person whose operations or activities are regulated or inspected by any City agency;
- (c) A person engaged, either as principal or attorney, in proceedings before any City agency or in court proceedings in which the City is an adverse party;
- (d) A person seeking legislative or administrative action by the City; or
- (e) A person whose interests may be substantially affected by the performance or nonperformance of the official's or employee's official duties.

If a Respondent offers anything of value to a City official or employee under circumstances where the receipt of such item would violate the provisions of Executive Order 02-04, the Respondent may be subject to sanctions with respect to future City contracts, ranging from disqualification from participation in a particular contract to debarment, depending on the nature of the violation.

2.8.2 City employee interest in City contracts

In accordance with Section 10-102 of The Philadelphia Home Rule Charter, no proposal shall be accepted from, or contract awarded to, any City employee or official, or any firm in which a City employee or official has a direct or indirect financial interest. All Respondents are required to disclose any current City employees or officials who are employees or officials of the Respondent's firm, or who otherwise would have a financial interest in the contract.

2.8.3 Conflict of Interest.

The State Ethics Act and the City Ethics Code prohibit a public employee from using his/her public office or any confidential information gained thereby to obtain financial

gain for himself/herself, a member of his/her immediate family, or a business with which he/she or a member of his/her immediate family is associated. “Use of public office” is avoided by the employee or official publicly disclosing the conflict and disqualifying himself/herself from official action in the matter, as provided in The Philadelphia Code §20-608.

2.9 Compliance with Chapter 17-1400 of The Philadelphia Code

Under any contract resulting from this RFP, the successful Respondent shall be required to comply with the terms and conditions set forth in Appendix G, *Provisions Required by Chapter 17-1400 of the Philadelphia Code*.

2.10 Acceptance of the Terms and Conditions of This RFP

All Proposals submitted are subject to the terms and conditions set forth in this RFP. The Respondent, by signing and submitting its Proposal, and/or submitting its Proposal and signing the Proposal transmittal letter required by Section 3.1.8, *Transmittal Letter*, expressly acknowledges and agrees to all terms, conditions and requirements contained in this RFP.

2.11 Proposal Submission, Evaluation and Selection

2.11.1 General

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

2.11.2 Rights and Options Reserved

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

- (a) To reject any Proposals if, in the City’s sole discretion, the Proposal is incomplete, the Proposal is not responsive to the requirements of this RFP (see “Detailed Project Requirements” in the RFP appendices), the Respondent does not meet the Qualifications set forth in the RFP, or it is otherwise in the City’s best interest to do so;
- (b) To supplement, amend, substitute or otherwise modify this RFP at any time prior to selection of one or more Respondents for negotiation and to cancel this RFP with or without issuing another RFP;
- (c) To accept or reject any or all of the items in any Proposal and award the contract(s) in whole or in part if it is deemed in the City’s best interest to do so;
- (d) To reject the Proposal of any Respondent that, in the City’s sole judgment, has been delinquent or unfaithful in the performance of any contract with the City or with others, is financially or technically incapable or is otherwise not a responsible Respondent;

- (e) To reject as informal, non-responsive, or otherwise non-compliant with the requirements of this RFP any Proposal which, in the City's sole judgment, is incomplete, is not in conformity with applicable law, is conditioned in any way that is unacceptable to the City, deviates from this RFP and its requirements, contains erasures, ambiguities, or alterations, or Proposes or requires items of work not called for by this RFP;
- (f) To waive any informality, defect, non-responsiveness and/or deviation from this RFP and its requirements that is not, in the City's sole judgment, material to the Proposal;
- (g) To permit or reject at the City's sole discretion, amendments (including information inadvertently omitted), modifications, alterations and/or corrections of Proposals by some or all of the Respondents following Proposal submission;
- (h) To request that some or all of the Respondents modify Proposals based upon the City's review and evaluation;
- (i) To request additional or clarifying information or more detailed information from any Respondent at any time, before or after Proposal submission, including information inadvertently omitted by the Respondent;
- (j) To inspect and otherwise investigate projects performed by the Respondent, whether or not referenced in the Proposal, with or without the consent of or notice to the Respondent;
- (k) To conduct such investigations with respect to the financial, technical, and other qualifications of each Respondent as the City, in its sole discretion, deems necessary or appropriate; and
- (l) To waive and/or amend any of the factors identified in the RFP as pertaining to the Respondent's qualifications.

2.11.3 Contract Negotiation and Award

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

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

In the event negotiations with any Respondent(s) are not satisfactory to the City, the City reserves the right to discontinue such negotiations at any time; to enter into or continue negotiations with other Respondents; to enter into negotiations with firms that did not respond to this RFP and/or to solicit new proposals from firms that did not respond to this RFP, including but not limited to negotiations or proposals for components of the

System, if any, that are deleted by the City from the successful Proposal or the contract resulting from it. The City reserves the right not to enter into any contract with any Respondent, with or without re-issue of the RFP, if the City determines that such is in the City's best interest.

2.11.4 Proposal Evaluation

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

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

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

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

- (a) Project understanding and soundness of proposed project methodology, including but not limited to the detail and accuracy of the proposed scope and statement of work and implementation plan;
- (b) The impact of the proposed solution on the operations of the using department, and the demonstrated ability of the solution to enhance operational efficiency and effectiveness;
- (c) The Respondent's financial and technical qualifications to perform the work required by the RFP, as presented in its Proposal and determined by any other investigations conducted or information obtained by the City;
- (d) References provided by the Respondent, particularly from projects of similar complexity and scope;

- (e) Commitment and ability to complete the project within the time frame specified in the Proposal;
- (f) The Cost Proposal;
- (g) Demonstrated ability to provide technical solutions comparable to those requested in this RFP;
- (h) Compliance with RFP Requirements, including, but not limited to, the ability of the specific services Proposed to satisfy the RFP's functional, performance, and other requirements for the System;
- (i) Amount and type of constraints to timely deployment; and
- (j) Any other factors the City considers relevant to the evaluation of the Proposal.

2.11.5 Site Inspections

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

2.11.6 Prime Contractor Responsibility

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

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

2.12 Responsibility for Proposal Costs

The Respondent shall be solely and fully responsible for all costs associated with the development, preparation, transmittal, and submission of any Proposal or material submitted in response to this RFP. The City may, in its sole discretion, ask selected Respondents to present their Proposal in person to the City's representatives at the City's offices, and the costs of such presentations, as well as the costs of any pilot implementation required by the City under Section 1.1, shall be solely the responsibility of the Respondent. The City assumes no contractual or other obligations as a result of the issuance of this RFP, the preparation or submission of a Proposal by a Respondent, the evaluation of Proposals, the Respondent's conduct of presentations or pilot implementations, or the selection of any Respondent for further

negotiations. There may be no claims whatsoever for reimbursement from the City or any of its consultants for such costs. All costs incurred by the Respondent during the selection process and during negotiations will be solely the responsibility of the Respondent.

2.13 Proposal Security

Respondents must submit, with their Proposal, Proposal Security in the amount of Twenty-five thousand Dollars (\$25,000.00) or ten (10) percent of the amount of the cost proposal submitted, whichever is less. Proposal Security may be in the form of a certified Treasurers or Cashiers Check, U.S. Postal Money Order or Bank Money Order made payable to the "City of Philadelphia," or a proposal bond executed on the City's form. Any Proposal which is not accompanied by the required Proposal Security may, in the sole discretion of the City, be rejected without further consideration. Proposal security may be retained by the City and forfeited by the Respondent as liquidated damages to the City if the Proposal is accepted and a contract is awarded thereon, but the Respondent fails to execute a contract in conformance with its Proposal, or fails to furnish the required surety bond(s) and/or insurance in accordance with this RFP and the contract. The City reserves the right to pursue any other rights or remedies it might have against the Respondent, at law or in equity, including but not limited to the right to hold the Respondent liable for the actual loss or damage sustained by the City as a result of the Respondent's failure to execute a contract or furnish the required surety bonds and insurance. Proposal security may be canceled or withdrawn by the Respondent after One Hundred and Eighty (180) days if no contract has been awarded to the Respondent in that time. Failure to submit Proposal security as required herein may, in the City's sole discretion, result in disqualification of the Respondent and rejection of the Proposal.

2.14 Withdrawal or Modification of Proposals

Respondents may withdraw or modify their Proposals at any time prior to the Proposal Submission Date provided in Section 1.4, *Proposal Submission Date; Anticipated Procurement Schedule*, by written notice of withdrawal or written submission of the modification, signed in the same manner and by the same persons who signed the Proposal. Such written notice must be addressed to the City Primary Contact as specified in Section 1.5.

3 Proposal Requirements

3.1 Administrative Requirements

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

3.1.1 Mandatory Online Filing Requirements

The City requires that all Respondents register with the City and submit an application and disclosure forms through the eContract Philly online application process at

www.phila.gov/contracts. Please be advised that the application and disclosure forms filed online are required by the City and are in addition to the submission of the Proposal as set forth in this Section 3. Applicants and contractors are now required to disclose their campaign contributions, any consultants used and contributions the consultants have made, prospective subcontractors, and whether they have received any requests or advice on satisfying minority owned business participation goals from City employees. This information is a part of the online application and is required pursuant to Chapter 17-1400 of the Philadelphia Code (*see* Section 2.9 of the RFP).

3.1.2 Respondent Registration; Web Site Publication of the RFP

The City requires that all prospective Respondents in attendance at the Pre-Proposal Meeting register with the City, by signing the attendance sheet and any additional registration documents required by the City at the Pre-Proposal Meeting provided in Section 3, *Proposal Submittal Requirements*, and by submitting the form attached to the RFP and posted on the web site referenced below. The City will exercise reasonable efforts to ensure that all Respondents attending the Pre-Proposal Meeting and registering as described will receive notices, and/or addenda to the RFP that are issued by the City; the City accepts no responsibility with respect to such notices and addenda for Respondents that have not registered. A Respondent's failure to comply with this registration requirement may, at the City's sole discretion, result in rejection of its Proposal without further consideration.

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

Proposals must be submitted in accordance with Section 3, and are in addition to the application and disclosures filed through the web site.

3.1.3 Pre-Proposal Meeting

A Pre-Proposal Meeting to review the requirements of this RFP will be held in Philadelphia, Pennsylvania on Thursday, April 5, 2007, starting at 2 PM, at the following location:

Municipal Services Building
1401 JFK Blvd.
Philadelphia, PA 19102
16th Floor Conference Room C

The City believes that attendance at the Pre-Proposal Meeting is essential for successful participation in this RFP procurement and expects every Respondent to attend. The City reserves the right, in its sole discretion, to reject any Proposal submitted by a Respondent

that does not attend the Pre-Proposal Meeting, but may, in its sole discretion, consider such a Proposal if it deems consideration to be in the City's best interest, or determines that the Respondent's failure to attend was caused by circumstances reasonably beyond the Respondent's control.

3.1.4 Addenda to the RFP; Requests for Information; Inconsistencies

The City may, in its sole discretion, issue addenda to this RFP containing responses to questions and requests for information, addressing matters raised at the Pre-Proposal meeting(s), clarifications of the RFP, revisions to the RFP, or any other matters that the City deems appropriate. Addenda will be issued to registered vendors and may also be obtained at the eContract Website <https://ework.phila.gov/econtractphilly/>.

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

All questions, requests for clarification, and requests for additional information regarding this RFP must be submitted to the City's Primary Contact not later than Monday, April 9, 2007. All such questions and requests must be submitted in writing, by facsimile, U.S. mail, private delivery service, or hand delivery (submissions by electronic mail or by any form of communication through the City's web site are not acceptable, and may, in the City's sole discretion, be disregarded). Responses to such questions and requests shall be at the City's sole discretion and nothing in this RFP shall create an obligation by the City to respond to the submitting party or at all. Responses may, in the City's sole discretion, be by published addendum addressed to all prospective Respondents attending the mandatory Pre-Proposal Meeting and registering; or by communication directly with the submitting party, without notice to other prospective Respondents.

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

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

3.1.5 Authorized Signature; Certification

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

The Respondent, by signing its Proposal, certifies (i) that its Proposal is genuine and is not made in the interest of, or in the behalf of, any undisclosed person, firm, or corporation; (ii) that it has not directly or indirectly induced or solicited any other Respondent to put in a false or sham Proposal; (iii) that it has not solicited or induced any

other person, firm, or corporation to refrain from submitting a Proposal; and (iv) that it has not sought by collusion to obtain for itself any advantage over any other Respondent or over the City.

3.1.6 Proposals Binding

By signing and submitting its Proposal, and/or submitting its Proposal and signing the Proposal transmittal letter required by Section 3.1.8, *Transmittal Letter*, each Respondent agrees to be bound by the terms and conditions, including, without limitation, the prices stated therein, for a period of one hundred and eighty (180) days from the Submission Date. A Respondent's refusal to enter into a contract that reflects such terms and conditions may, in the City's sole discretion, result in rejection of the Proposal, termination of any negotiations with the Respondent, and/or Respondent's forfeiture of the Proposal Security as set forth in the "Proposal Security" section below.

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

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

3.1.7 Proposal Processing Fee

Each Respondent must submit with its Proposal a non-refundable check or money order payable to the City of Philadelphia in the amount of \$200 to cover the Proposal processing fee. Failure to submit the Proposal-processing fee may, in the City's sole discretion; result in disqualification of the Respondent and rejection of the Proposal without evaluation.

3.1.8 Transmittal Letter

One signed original transmittal letter, on the firm letterhead of the Respondent, and twenty (20) copies of the letter shall accompany the Proposal. The original letter shall be signed by a person with authority to bind the Respondent to all terms of the Proposal. Submission of the signed letter with the Proposal constitutes the Respondent's acceptance of all terms, conditions, and requirements of the RFP, and further binds the Respondent to all terms of the submitted Proposal.

The transmittal letter shall include all of the following:

- (a) The name, street address, mailing address if different, email address, telephone number, facsimile number, and web site address (if any) of the firm submitting the Proposal;
- (b) The name, street address, mailing address if different, email address, telephone number, and facsimile number of the person to contact in connection with the Proposal;
- (c) The title of the RFP and the City RFP number (if any), as set forth on the cover page of the RFP;
- (d) The following statement:
 By this letter, _____ [insert firm name of Respondent] submits its Proposal in response to City of Philadelphia Request for Proposals For _____ [insert RFP title and RFP number, if any, from RFP cover page]. By signing this letter, the undersigned binds _____ [insert firm name of Respondent] to all terms of the Proposal; represents and warrants that s/he has the authority to so bind _____ [insert firm name of Respondent]; and acknowledges that _____ [insert firm name of Respondent] and the undersigned each understands and accepts the terms, conditions, and requirements of the foregoing Request for Proposals.
- (e) The name, street address, email address, telephone and facsimile numbers and contact person of the firm which will guarantee performance of the Contract if it is a firm other than the Respondent (including, but not limited to, parent corporations);
- (f) A statement that the Proposal remains open and valid until at least one hundred and eighty (180) days from receipt of the proposal;
- (g) A statement that the participation ranges for Minority, Women, and Disabled Business Enterprises specified in Section 2.7 and Appendix F of the RFP will be met; or, if the ranges will not be met, a statement to that effect, with documentation (referenced in and attached to the transmittal letter) as to why the ranges cannot be met as provided in Section 2.7 and Appendix F;
- (h) Attached to the transmittal letter shall be the Proposal Security in accordance with Section 2.13, *Proposal Security*, and the Proposal Processing Fee in accordance with Section 3.1.7, *Proposal Processing Fee*.

3.1.9 Proposal Submission Requirements

All proposal materials submitted electronically must be submitted in PDF format. Any diagrams not embedded in the PDF document may be submitted in a Microsoft Visio format. However, vendors using this software product must submit their diagrams via the use of a zip file since the City's "eContract" website will not accept Visio documents. The website only accepts zip files, Adobe Acrobat, Microsoft Word, Excel and Project documents. Or the Visio formatted diagrams may be submitted in hard copy only. Use of the City's "eContract" website is encouraged if at all possible

Pricing sheets must be embedded in the PDF submission AND submitted as standalone spreadsheets to enable analysis. The City reserves the right to request documents in additional formats should the need arise.

Proposals submitted in response to this RFP must be submitted both through the City's website **AND** via hardcopy delivered to the City's Primary Contact in order to be considered.

1. Submitted through the City's website:

All Respondents must submit their proposal materials through the City's eContract website <https://ework.phila.gov/econtractphilly/>. Respondent is responsible for following the instructions.

AND

2. Sent to the City Primary Contact, (see "General Information" section of this RFP).

Submission Date, Time, and Place. All copies of the Proposal must be received not later than 5:00 PM Eastern Daylight Time on Wednesday, April 25, 2007, at the following location:

City of Philadelphia
Mayor's Office of Information Services
1234 Market Street, Suite 1850
Philadelphia, PA 19107

One original and twenty (20) complete hard copies of each volume must be submitted. The Proposals, including all graphs and charts, with no exceptions, shall be neatly typed or printed on 8-1/2 in. x 11 in. paper. Proposals shall include a table of contents listing all sections, figures, and tables and their corresponding page numbers. Additionally the City requires one CD ROM disk containing the complete proposal.

The City reserves the right, in its sole discretion, to reject and return without evaluation any Proposal received after the Proposal submission time and date, whether it is delivered by United States mail or otherwise.

Qualifications and Technical/Cost Proposals in Separate Volumes. Respondents will submit Proposals in two separate volumes (the details for each volume are provided below):

Video Surveillance System Services

• Volume 1 - Qualifications

Volume 1 will set forth the Respondent's qualifications, and must be labeled on the cover with "Video Surveillance System Services Proposal, Volume 1 – Vendor Qualifications." The required contents of Volume 1 are defined in the "Qualifications of Respondents" section below.

- Volume 2 – Technical Approach and Cost Proposal
Volume 2 will set forth the Respondent’s technical approach and solution for meeting the requirements of the RFP, and its cost Proposal, and must be labeled on the cover with "Video Surveillance System Services Proposal, Volume 2 – Technical Approach and Cost Proposal." The required contents of Volume 2 are defined in the “Technical Approach and Cost Proposal” section below.

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

3.2 Implementation Plan, Statement of Work, Project Schedule and Service Delivery Payment Schedule

Respondents must submit the following documents (collectively, “Project Documents”) as part of their Proposals, in accordance with the overall structure of the work as set forth in the RFP and the specific format and other requirements provided in Appendix B:

- (a) an implementation plan for the proposed System and/or services that describes in detail (i) the methods, including controls, by which the Respondent manages projects of the type sought by this RFP; (ii) the methodology used in provision of these Services including but not limited to ensuring appropriate wide area network capacity, fulfilling service level commitments and establishing appropriate maintenance schedules; (iii) type of equipment and depot service; (iv) and any other project management or implementation strategies or techniques that the Respondent intends to employ in carrying out the work;
- (b) a detailed statement of the work to be performed, in a form that the Respondent considers appropriate and sufficient for incorporation in a contract document;
- (c) a project schedule, identifying all tasks to be performed, durations for each task, principal schedule milestones, and overall time of completion;
- (d) a payment schedule setting forth the frequency and amount of payments, and identifying the Services to be provided for each payment; and
- (e) the amount to be credited to the City’s account for missed service levels.

Proposals will be evaluated in part on the adequacy of the proposed Project Documents. The City reserves the right, in its sole discretion, to impose additional or different requirements on any of the Project Documents submitted in any Proposal, without notice to other Respondents.

3.3 Volume 1 – Qualifications of Respondents

Proposals will be evaluated, in part, on the Respondent’s ability, in the City’s sole judgment, to demonstrate technical and financial capacity to perform the work it proposes in accordance with the requirements of this RFP. Respondents are accordingly required

to furnish the information described below. The City reserves the right, in its sole discretion, to require additional or different qualifications information, and is the sole judge of whether the Respondent's submissions meet the information requirements provided below and are sufficient to demonstrate the Respondent's qualifications.

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

Volume 1, Section 1: Description of Respondent. The Respondent shall provide:

- (a) Name, street address, mailing address if different, email address, and telephone and facsimile numbers of the Respondent.
- (b) Year established (include former firm names and year each applied). Identify the country and state in which the firm was incorporated or otherwise organized.
- (c) Type of ownership and parent company and subsidiaries, if any. Include dates of any corporate mergers and/or acquisitions including all present and former subsidiaries with dates of any and all re-structuring since the founding date.
- (d) Address and telephone number of production facility(ies) where any of the work is to be accomplished (if different than item a); name, address, and telephone number of the proposed project manager.
- (e) A narrative description and organization chart depicting the management of the Respondent's organization and its relationship to any larger business entity.
- (f) A description of the overall operations of the Respondent, the number and scope of other projects currently ongoing or set to begin in the near future.
- (g) A narrative description of Respondent's familiarity with and prior operating experience in the Philadelphia region. Specifically identify (i) all projects in the last five years on which Respondent has worked that are valued at over \$100,000 and located in the City of Philadelphia, (ii) any contracts valued at over \$100,000 entered into with the City of Philadelphia in the last five years; and (iii) any contracts valued at over \$100,000 entered into with any other government entity in the last five years (the 30 most recent such contracts shall be sufficient; Respondents may list more than 30).
- (h) Provide, at Respondent's option, any additional information not specifically listed above which demonstrates the qualifications of the Respondent to perform the scope of work specified in this RFP.

Volume 1, Section 2: Technical Qualifications

- (a) The Respondent shall provide information that demonstrates that it possesses the technical expertise that the City requires for this RFP.
- (b) Respondents should submit references from owners of projects that are comparable in size, complexity and scope of work sought by this RFP. The references should also demonstrate the Respondent experience with the technology solution proposed. The histories of such projects that they have completed, firm resumes and resumes of key personnel should also be included as well as other such information believed to demonstrates the indicated types of experience. All references should include the name, title, telephone number of both the current owner of the project and the owner

of the project at time of work effort. Specific reasons for using the reference must also be provided.

(c) The Respondent must demonstrate adequate experience in the following areas; the City prefers a minimum of five years such experience:

- (1) Wide Area Network (WAN) and Local Area Network (LAN) integration.
- (2) Camera systems, including installation of the camera, environmental enclosure, power connectivity, network connectivity, UPS and video analytic capability as required
- (3) Wide area network (WAN) used for video transport capability
- (4) Network infrastructure and camera procurement
- (5) Architecture and design services
- (6) Installation services
- (7) Network monitoring and management services
- (8) Network maintenance and upgrade services
- (9) Operations Support Systems (OSS) services
- (10) Ability to add analytics at the camera
- (11) Large-scale project management experience.
- (12) High availability systems that are mission critical.
- (13) Experience in managing transition to the proposed environment.

(d) Any additional experience the Respondent would like to highlight.

Volume 1, Section 3: Financial Qualifications. The Respondent shall provide:

- (a) A narrative that demonstrates its financial capacity to undertake and complete the project as proposed and to furnish software systems and/or services in accordance with the RFP;
- (b) A current audited statement of financial condition, prepared by an independent certified public accountant;
- (c) Financial statements for the two (2) years preceding the year to which the statement required in b applies, prepared by an independent certified public accountant;
- (d) A bank reference;
- (e) A statement disclosing any audits of the Respondent by the federal government;
- (f) A statement disclosing any bankruptcy or insolvency proceeding that Respondent has filed or that has been against Respondent pursuant to Chapter 11 or Chapter 7 of the United States Bankruptcy Code, or any applicable state law of comparable effect.
- (g) If performance and/or payment bonds are required under the RFP, a notarized letter from an approved surety stating the willingness of the surety to issue the bonds to the Respondent as principal;
- (h) A description of contracts with municipalities for work of similar type, scope, and value as the work sought by this RFP; including, for each, the name, address, and telephone number of a contact person;
- (i) A copy of the most recent Form 10-K filed by the Respondent with the U.S. Securities and Exchange Commission, and copies of all Form 8-Ks filed since the

filing of the most recent 10-K. If a Form 10-K is not filed with the SEC, submit the following:

- certified audited financial statements for the past three fiscal years including, at a minimum, income statements, balance sheets and statements of changes in financial position; if fewer than three years of financial statements are available, this information should be provided to the fullest extent possible;
 - copies of the latest quarterly financial reports;
 - a copy of the Respondent's most recent annual report;
- (j) If the Proposal is submitted by a partnership and/or joint venture, provide full information concerning the nature and structure of the partnership and/or joint venture, including:
- What entity will be guaranteeing contract performance?
 - Date of joint venture or partnership.
 - Does the agreement between members comprising the joint venture make each jointly and severally liable for contractual obligations of this project?
- (k) Any other information not specifically itemized above that it believes to be demonstrative of its financial capacity.

3.4 Volume 2 – Technical Approach and Cost Proposal

Volume 2 will set forth the Respondent's technical approach and solution for meeting the requirements of the RFP, and its Cost Proposal. Volume 2 of the Proposal should be divided into five index-tabbed sections, including the information identified below for each section.

Volume 2, Section 1: Organization and Management. The Respondent shall provide the following in Section 1:

- (a) Organizational charts addressing the delineation of authority and responsibilities in performing the work described in the Proposal and identifying all key personnel, including, but not limited to, the project manager. .
- (b) Company affiliation, job title, and resume of each individual listed in on the organizational chart, setting forth work experience, education, professional achievements, and any publications related to the type of work to be performed. (The City will require that the key people proposed for the project participate in their proposed capacities and the City must approve any substitutions or replacements.)
- (c) Detailed descriptions of the following:
- The project management approach as defined in the "Project Management and Quality Control" in the RFP Appendices;
 - All camera, monitoring and storage equipment systems proposed, with detailed specifications for each;
 - Reasons for selection of the camera, monitoring and storage equipment systems

Volume 2, Section 2: Scope of Work Plan. Section 2 will provide a detailed description of the Respondent's plan for completing the work proposed in accordance with the time-of-performance requirements of the RFP. The plan should include:

- (a) The proposed Project Documents, as provided in Section 3.2, Implementation Plan, Statement of Work, Project Schedule and Service Delivery Payment Schedule;
- (b) The items specified in the Appendices to the RFP, to the extent not provided in response to the foregoing;
- (c) All assumptions relied upon to develop the work plan and estimate and all conditions for its fulfillment as proposed, with specific emphasis on City responsibilities; and
- (d) Any other technical or management approach or process that the Respondent will use to ensure that the project plan can be completed as proposed and in accordance with the time-of-performance constraints provided in the RFP.

Volume 2, Section 3: Technical Proposal. Section 3 should include detailed information addressing each of the following:

- (a) Topology and infrastructure diagrams defining the technology proposed;
- (b) The architecture of the proposed solution, including detailed justification for the architecture selected;
- (c) Logistical and support plan for installation of the equipment required to provide the Service; establishment of video signal transmission; establishment of connectivity into the City Network; and active monitoring/alarms for cameras, network and power;
- (d) Outline of city resource requirements for supporting the proposed solution;
- (e) Outline of the disaster recovery plan for supporting the proposed solution;
- (f) Network issues such as latency, coverage issues, time-of-day performance, network congestion, packet size, and other performance factors.
- (g) Identify performance standards for the services proposed, including, but not limited to, the items identified below, together with any network or other equipment specifications or characteristics, and any assumptions as to number of concurrent uses of the video signal on which the performance standards are conditioned:
 - Response Time
 - Throughput
 - Performance assumptions
 - System Availability expressed in “mean time to failure” and “mean time to repair”

Volume 2, Section 4: Cost Proposal.

The Cost Proposal must conform to the requirements provided in Appendix C, *Cost Proposal Requirements*

Respondents should note that the City is not subject to federal, state, or local sales or use taxes or to federal excise tax. The cost proposal may not include any such taxes.

Volume 2, Section 5: Requirements Compliance Certification

Detailed requirements for the System are provided in Appendix A, *Detailed Project Requirements*. The Proposal must specify, for each requirement, that the proposed solution and/or services fully satisfies the requirement, does not satisfy the requirement, or partially satisfies the requirement (in which case, the extent of compliance and non-compliance with the requirement must be fully identified and explained, including all features not provided).

Respondents are accordingly required to fill out and submit the Requirements Compliance Matrix attached in Appendix D, *Requirements Compliance Certification*. To facilitate responses and the City's review, the City will provide an electronic version of the Matrix in Excel. Each row of this spreadsheet will contain one requirement. The next three columns will allow the Respondent to select whether the requirement (i) is fully satisfied by the proposed solution, (ii) is partially satisfied, or (iii) is not satisfied at all. When either "partially satisfied" or "not satisfied" is selected, the Respondent will provide an explanatory response in the next column of the spreadsheet. Further explanations can be provided in text sections identified by entering a reference number in the last column of the spreadsheet, with a separate reference number to the additional text for each requirement.

A snapshot of the Word document is attached in Appendix D is for purposes of illustration only.

The Requirements Compliance Matrix, in the form of a Microsoft Word document, is available on the RFP web site, at <<website>>. The completed Matrix must be submitted both as an electronic file and as a hard copy printout incorporated in Section 5 of Volume 2. The electronic version should be included on the CDROM version of the Proposal.

4 Contract Requirements

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

The City expects Respondents to state for the City's consideration any objections to the following contract terms, or to any of the terms and conditions set forth elsewhere in this RFP, in a separate section of the Proposal. Any such objection must identify the specific

section(s) objected to, state the reason(s) for the objection, and propose alternative language or terms. Requirements and terms to which no objection is asserted will be presumed acceptable to the Respondent. The City may, in its sole discretion, evaluate proposals in part according to whether the Respondent so objects, and the number and type of objections asserted.

As provided in Section 1.1, the initial term of any contract resulting from this RFP will be as stated in Section 4.1 following. However, the City may seek during the term of the contract to negotiate a multi-year contract with the successful Respondent, subject to City Council approval in accordance with Philadelphia Home Rule Charter Section 8-200(3). Accordingly, the City reserves the right to require the successful Respondent to enter into such a multi-year contract and to renegotiate cost or other terms as appropriate for a multi-year contract, with or without reissuing this RFP or a different RFP, and all in the City's sole discretion.

4.1 Term and Renewal

The initial term of the Contract shall commence on June 18, 2007 (the "Initial Term"), and, unless sooner terminated by the City pursuant to the terms of the Contract, shall expire twelve (12) months thereafter, on June 17, 2008. The City may, at its sole option, amend the Contract to add up to three (3) additional successive one year terms ("Additional Terms"). Except as may be stated otherwise in such amendment, the terms and conditions of this Contract shall apply throughout each Additional Term.

4.2 Certificate of Non-Indebtedness

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

The Sub-consultant hereby certifies and represents that the sub-consultant and sub-consultant's parent company (ies) and subsidiary (ies) are not currently indebted to the City and will not at any time during the term of the Contractor's Agreement with the City, including any extensions or renewals thereof, be indebted to the City, for or on account or any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), liens, judgments, fees or other debts for

which no written Contractor payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, sub-consultant acknowledges that any breach or failure to conform to this certification may, at the option and direction of the City, result in the withholding of payments otherwise due to sub-consultant for services rendered in connection with the Contract and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments otherwise due to sub-consultant and/or the termination of sub-consultant for default (in which case sub-consultant will be liable for all excess costs and other damages resulting from the termination).

4.3 Insurance; Performance and Payment Bonds

4.3.1 Insurance

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

Unless otherwise approved by the City in writing, the Contractor and its subcontractors shall, at its sole cost and expense, procure and maintain in full force and effect, covering the performance of the work, the types and minimum limits of insurance specified below. All insurance shall be procured from reputable insurers admitted to do business on a direct basis in the Commonwealth of Pennsylvania or otherwise acceptable to the City. All insurance herein, except the Professional Liability insurance, shall be written on an "occurrence" basis and not a "claims-made" basis. In no event shall work be performed until the required evidence of insurance has been furnished. The insurance shall provide for at least thirty (30) days prior written notice to be given to the City in the event coverage is materially changed, canceled, or non-renewed. The City of Philadelphia, its officers, employees, and agents, shall be named as additional insured on the General Liability Insurance policy. An endorsement is required stating that the coverage afforded City and its officers, employees, and agents, as additional insured, will be primary to any other coverage available to them and, that no act or omission of City shall invalidate the coverage.

- (a) Workers Compensation and Employers Liability
 - Workers Compensation: Statutory limits
 - Employers Liability: \$500,000 each Accident - Bodily Injury by Accident; \$500,000 Each Employee - Bodily Injury by Disease; and \$500,000 Policy Limit - Bodily Injury by Disease.
 - Other States coverage and Pennsylvania Endorsement.
- (b) General Liability Insurance
 - Limit of liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; \$1,000,000 personal and

- advertising injury; \$2,000,000 general aggregate and \$1,000,000 aggregate for products and completed operations.
- Coverage: Premises operations; blanket contractual liability; personal injury liability; products and completed operations; independent Contractors; employees and volunteers as additional insured; cross liability; and broad form property damage (including completed operations).
- (c) Automobile Liability
- Limit of liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
 - Coverage: Owned, non-owned and hired vehicles.
- (d) Professional Liability Insurance
- Limit of liability: \$2,000,000 with a deductible not to exceed \$100,000.
 - Coverage: Errors and omissions including liability assumed under contract.
 - Coverage for occurrences happening during the performance of the work required under this Contract shall be maintained in full force and effect under the policy or “tail” coverage for a period of at least two (2) years after completion of the work.
- (e) Umbrella Liability Insurance at limits totaling \$5,000,000 per occurrence, when combined with insurance required under (a), (b), and (c) above.

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

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

Commissioner's letter of approval, whichever is appropriate. The insurance (including self-insurance) requirements set forth herein are not intended and shall not be construed to modify, limit, or reduce the indemnifications made in the Contract by Contractor to the City, or to limit Contractor's liability under the Contract to the limits of the policies of insurance (or self-insurance) required to be maintained by Contractor hereunder.

4.3.2 Performance and Payment Bonds

Upon the execution of the Contract, the Contractor shall, at its sole cost and expense, provide the City with a performance bond and a payment bond, as prepared by the Law Department of the City, in the amount of at least 50 percent of the contract amount as security for the faithful performance of and compliance with all the terms and conditions of the Contract. (The City reserves the right to require a performance bond and/or payment bond in a greater amount, based on the proposal(s) of the successful Respondent(s).) The performance and payment bonds shall be with a surety acceptable to the City and shall name the City as obligee thereon. The performance and payment bonds required by this section shall be for the duration of the term of the contract, and all renewal terms or shall be renewed in a sequence to achieve such duration.

4.4 Indemnification

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

4.5 Business Interests In Northern Ireland

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

In the performance of this Agreement, the Contractor agrees that it will not utilize any suppliers, subcontractors or sub-consultants at any tier (i) who have (or whose parent,

subsidiary, exclusive distributor or company affiliate have) any investments, licenses, franchises, management agreements or operations in Northern Ireland or (ii) who will provide products originating in Northern Ireland unless said supplier, sub-consultant or subcontractor has implemented the fair employment principles embodied in the MacBride Principles. The Contractor further agrees to include the provisions of this subparagraph, with appropriate adjustments for the identity of the parties, in all subcontracts and supply agreements that are entered into in connection with the performance of this Agreement.

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

4.6 Century Date Standard

4.6.1 Covered Work

Contractor represents and warrants that the following items furnished by Contractor under the Contract shall conform to the City of Philadelphia Century Date Standard set forth below; such warranties and representations are in addition to, and not in lieu of, Contractor's warranties and representations set forth in Propriety Rights Indemnification in this section, Warranty and elsewhere in the Contract, and shall not limit or excuse any of Contractor's obligations under such warranties:

All operating system software, application software, and other software, and all firmware, including, but not limited to, any authorization code or other code incorporated in such software or firmware for the purpose of disabling or limiting the functionality of the software under conditions specified by the manufacturer or publisher of the software;

4.6.2 Century Date Standard

The City of Philadelphia Century Date Standard consists of the following standards for General Integrity, Date Integrity, and Interface Integrity:

- (a) General Integrity. No value for current date will cause interruptions in the operation of the software, firmware, or equipment and the software, firmware and equipment will operate without any date-related faults or failures and without producing inaccurate data, including any calculation involving a span of time, which crosses a century.
- (b) Date Integrity. All manipulations of time-related data (including, without limitation, dates, durations, days of week, month, and year) will produce results that conform to the manufacturer's specifications for the software or equipment for all valid date values within the application domain.

- (c) Interface Integrity.
- (d) Explicit Century: Date elements in interfaces and data storage shall permit specification of the century by means that will eliminate all ambiguity as to the applicable century for date and date-related data.
- (e) Implicit Century: For any date element represented without century, the correct century shall be unambiguous for all manipulations involving that element before, during, and after January 1, 2000.
- (f) Source code. Source code for software shall comply with the standard set forth in Federal Information Processing Standard Publication 4-2 (FIPS PUB 4-2), Representation of Calendar Date for Information Interchange.

4.6.3 Defects and Errors

Contractor shall, at no cost to the City, repair any equipment, firmware and/or software that does not conform to the standards set forth in Paragraph 5.7.2 and cause it to conform such standards, or shall replace the software or equipment with software that does conform to such standards.

4.7 Proprietary Rights Indemnification

4.7.1 Indemnification.

- (a) Contractor warrants that all Software, Documentation, Services, Equipment and Deliverables furnished by Contractor do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the City, the City shall promptly notify Contractor in writing and Contractor shall defend such claim, suit or action at Contractor's expense, and Contractor shall indemnify the City against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs and counsel fees) whether or not such claim, suit or action is successful.
- (b) Contractor will not, however, be responsible for such loss, cost, damage, expense or liability if infringement is finally determined by a court of competent jurisdiction to be the sole result of (1) the City's modification of the Software or its use of the Software in a manner not intended by the Parties or contemplated by this Contract; (2) the City's failure to use corrections or enhancements made available by Contractor that do not materially alter the functionality of the Software as it exists at the time furnished; (3) the City's distribution or marketing of the Software to third parties for revenue producing purposes; or (4) the act or omission of the third party supplier of a software product used in combination with Contractor's Software but not furnished by Contractor under this Contract. Prior to such final determination, however, Contractor shall remain fully responsible, at its expense, for the defense and indemnification of any infringement claim in accordance with this Section; provided, that if the claimed infringement is finally determined to be solely the result of one or more of (1)-(4) noted above, the City will reimburse Contractor for its reasonable expenses (including reasonable litigation costs and attorneys fees) incurred therein.

4.7.2 Infringing Products.

If Software, Documentation, Equipment, Deliverables or other products furnished by Contractor is, or in Contractor's reasonable judgment is likely to be, held to constitute an infringing product, Contractor shall at its expense and option either:

- (a) Procure the right for the City to continue using the product;
- (b) Replace the product with a non-infringing equivalent;
- (c) Modify the product to make it non-infringing, provided that the modification does not materially alter the functionality of the Software or other product, or the City agrees to and accepts the modification in writing; or
- (d) In the event Contractor is ordered by a court of competent jurisdiction to remove the product, and all right of appeal or stay is exhausted as to such order, accept return of the product and refund to the City the full amount paid by the City to Contractor pursuant to this Contract.

4.7.3 Exclusive Remedy

The foregoing remedies constitute the City's sole and exclusive remedies and Contractor's entire liability with respect to infringement of proprietary rights. To receive the foregoing indemnity, the City must promptly notify Contractor in writing of an infringement claim or suit, provide reasonable cooperation (at Contractor's expense), and full authority to Contractor to defend or settle the claim or suit. Contractor will have no obligation to indemnify the City under any settlement made without its written consent.

4.7.4 Performance Standards

The City expects that the contract resulting from this RFP will include performance standards for the System, including but not limited to response times for System functions and maintenance as specified in Appendix A.

4.8 Acceptance

4.8.1 Acceptance

- (a) Contractor shall notify the City in writing when Contractor contends that all Work comprising a Project Phase (as set forth in Exhibit __,) is completed and ready for Acceptance by the City. Within ____ days following receipt of Contractor's written notice, the City shall issue its written statement of Acceptance, or its written notice that the Work is not Accepted. Acceptance will not be unreasonably withheld provided that all Work is completed and conforms to the Service Acceptance Test Plans.
- (b) In the event any Work is rejected by the City, the City shall, in its notice of rejection, specify in reasonable detail the reasons for the rejection, including a description of the defects on which the rejection is based. Contractor shall, within five (5) business days following receipt of the City's notice, deliver to the City its plan for correcting all defects identified in the City's notice. Upon the City's written approval of the plan of correction, Contractor shall proceed to correct the defective Work in accordance with the approved plan and shall complete all corrections within ____ days following receipt of the City's approval of the plan, or such longer period as the

City may agree to in writing (the “First Correction Period”). Upon completion of the corrections, Contractor shall notify the City in writing of such completion. The City shall determine whether the corrected Work complies with the Acceptance Standards and issue its written notice of Acceptance or rejection of the corrected work to Contractor. If the Work is rejected a second time, Contractor shall again be required to correct the defects within ____ days; and if the Work still does not comply with the Acceptance Standards, following the Second Correction Period, the City may, in its sole discretion, (i) request Contractor, in writing, to remove the rejected portion at Contractor's expense and to restore the System (and the premises, if applicable) to its condition prior to performance of the Work Order for Service Delivery; and/or (ii) remove the rejected portion itself, at Contractor’s expense, if Contractor does not comply with such request; and/or (iii) perform the rejected portions of the work itself, through its own personnel or third parties, at Contractor’s expense.

(c) The Acceptance Standards consist of the following:

- the descriptions of functionality and standards of performance that are set forth in the Statement of Work (Exhibit __), the Performance Standards (Exhibit __), the Functional Requirements (Exhibit __), and elsewhere in this Contract;
- Documentation;
- the manufacturer’s (including, without limitation, Contractor’s, where applicable) most current published specifications for Equipment, and Deliverables;
- the Preliminary Design and Detailed Design;
- the test criteria and standards of performance provided in the Test Plan(s) (as defined in Section 7.3, Acceptance Test(s); Test Plan(s)) that are accepted and approved by the City; and
- successful completion of the Acceptance Tests and the Reliability Period provided in Section __ below.

(d) The Service to be Accepted must function in conformance with the Acceptance Standards and Service Level Agreement and without any Material Defect or Material Failure commencing on the day following the successful completion of the Acceptance Test.

4.8.2 Acceptance Test(s); Test Plan(s)

The Services and Deliverables comprising each Work Order for Service Delivery in the Service Delivery Payment Schedule shall be subject to acceptance testing as approved and accepted by the City (the “Acceptance Tests”). No Acceptance Test or other test of the Services and Deliverables shall commence unless and until Contractor has delivered and the City has accepted and approved, in writing, Contractor’s written plan or plans setting forth, for the Acceptance Test(s), a test method and criteria and standards of performance that must be satisfied for the test to be successful (collectively, the “Test Plan(s)”). The Test Plan(s) shall include, without limitation, test methods and criteria and standards of performance for all Project Work Order for Service Deliverys identified in Exhibit __, shall include all elements provided in Exhibit __ and otherwise conform to the general test requirements set forth in Exhibit __; and shall fully test the Service for conformance to the Performance Standards and other Acceptance Standards. The Test Plan(s) shall be Deliverables under the Contract.

4.9 City Audit

From time to time during the Initial Term and any Additional Term(s) of the Contract, and for a period of five (5) years after termination of the Contract, the City may audit Contractor's performance under the Contract. Audits may be conducted by representatives of the Department or other authorized City representatives including, without limitation, the City Controller. If so requested, Contractor shall submit to the City all vouchers or invoices presented for payment pursuant to the Contract, all cancelled checks, work papers, books, records and accounts upon which the vouchers or invoices are based, and any and all documentation and justification in support of expenditures or fees incurred pursuant to the Contract. All such vouchers or invoices, work papers, books, records, accounts, cancelled checks, documentation and justification shall be subject to periodic review and audit by the City.

4.10 Termination for Convenience

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

4.11 Termination for Default

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

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

performance of the Contract, whether or not such offense or violation is ultimately adjudged to have occurred.

4.12 Non-Discrimination

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

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

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

4.13 Sales and Use Tax Exemption

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

4.14 Unavailability of Funds

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

- (a) Terminate the Contract effective upon a date specified in a Termination Notice; or
- (b) Continue the Contract by reducing, through written notice to Contractor, the amount of the Contract and Services and Deliverables, consistent with the nature, amount, and circumstances of available funding.
- (c) The City's exercise of either option under this Section shall not affect any obligations or liabilities of either party accruing prior to such termination or reduction of Services or Deliverables. Contractor shall be compensated in accordance with the terms of the Contract for Services and Deliverables, satisfactorily performed and delivered prior to such termination under this Section.

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

4.15 Tax Requirements

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

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

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

4.16 Prevailing Wages

[The contract will require that employees of contractors performing work subject to Section 17-107 of the Philadelphia Code, Contractors: Labor-Management Relationships, be paid at least the applicable prevailing wages for the respective occupational classifications designated in Section 17-107, in accordance with the requirements of the Section.]

4.17 Assignment

[The contract will provide that neither the contract resulting from this RFP, any right to payment under the contract, or any other interest in or obligation to perform the contract may be assigned by contractor to another party without the written approval and consent of the City.]

4.18 Document Preparation Fee

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

4.19 Retainage and Credit

The City shall negotiate a retainage fee for Service Delivery Payments.

Accomplishment of the Work Order for Service Delivery assumes that Service Level Agreements are met. The Contractor shall credit the City's account with ___% of the Service Delivery Payment for non-achievement of the Service Level Agreement.

4.20 Non-Disclosure of City Data

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

4.21 Executive Order 02-04: Gifts

- (a) Pursuant to Executive Order 02-04, no official or employee in the Executive and Administrative Branch of the City shall solicit or accept, directly or indirectly, anything of value, including any gift, gratuity, favor, entertainment or loan from any of the following sources:
- a) A person seeking to obtain business from, or who has financial relations with the City;
 - b) A person whose operations or activities are regulated or inspected by any City agency;
 - c) A person engaged, either as principal or attorney, in proceedings before any City agency or in court proceedings in which the City is an adverse party;
 - d) A person seeking legislative or administrative action by the City; or
 - e) A person whose interests may be substantially affected by the performance or nonperformance of the official's or employee's official duties.
- (b) Contractor 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 Executive Order 02-04, Contractor may be subject to sanctions with

respect to future City contracts, ranging from disqualification from participation in a particular contract to debarment, depending on the nature of the violation.

APPENDIX A: DETAILED PROJECT REQUIREMENTS

APPENDIX A: DETAILED PROJECT REQUIREMENTS

A) Obligations of the Respondent

The City of Philadelphia is seeking proposals for the provision of video surveillance services that will be used by the Philadelphia Police Department as a public safety tool and by other City agencies for public safety and emergency management response. It is the City's intent to enter into a contract with a selected Respondent to provide this video surveillance on a fee for service basis. The City does not intend to own, install or operate any of the elements of this solution. The Respondent will be responsible for meeting an agreed upon level of service. The City will only have responsibility for determining where video surveillance will occur within the City and for monitoring the video that is collected.

The Respondent shall provide all the services and specifications required by this RFP – including:

- Architecture and specifications for a complete video surveillance system, including:
 - Cameras;
 - Video transport;
 - Video Monitoring Station(s) (Video Monitoring); and
 - Video Storage (Video Storage).
- Delivery of citywide video surveillance network services (Services) including:
 - Camera Systems (IP digital camera, environmental enclosure, power connectivity, network connectivity, UPS and video analytic capability as required);
 - the video transport capability;
 - Video Monitoring capability;
 - digital Video Storage;
 - secure video retrieval and analysis; and
 - creation of secured, removable media.

- Responsibility for negotiation, acquisition, and payment of any and all usage and licensing fees for the use of utilities (ie: electricity) and utility poles, street furniture, or any other apparatus necessary to provide the Services

It is the intent of the City to request up to one thousand (1000) cameras during the course of this contract. The cameras may be located in any part of the City, but the implementation is expected to occur in phases. The first phase will last one year and will encompass up to two hundred and fifty (250) cameras.

The Service will be provided in a manner that meets or exceeds the Service Features, Functional Specifications and Requirements set forth in this RFP. The Respondent guarantees that the City's service level requirements will be met.

The Respondent shall be responsible for all phases of project management, coordination and scheduling necessary to ensure timely provision of the Service. The Respondent shall assume principal responsibility and liability for designing, recommending, procuring, and installing, testing and fully integrating the Service into live operating environments, including acquisition of off-the shelf products or integration of custom products, delivery of products, scheduling and coordination of all suppliers and/or subcontractors, interface with existing architecture, and providing training to the City's employees and other end users, as defined in this RFP.

B) Project Management and Quality Control

1) Overall Management

The Respondent shall be solely responsible for the performance of all project management functions necessary to assure the successful performance of all phases of this project. Such functions will include, but will not be limited to, responsibility for project personnel management, project team organizational structure, and status reporting to the City and other authorized entities or personnel of the City. The tasks to be managed

include, but are not limited to, system architecture and design, equipment procurement, site engineering, site preparation, equipment installation and testing, training, operations and maintenance.

2) Project Manager and Project Team

The Respondent shall establish a project management team consisting of an on-site Project Manager (team leader) and members of the Respondent's and major subcontractor's staff. The on-site Project Manager shall be an employee of the Respondent who shall be assigned to facilitate and oversee the complete project, and be the sole contact for the City for all items concerning the services under this project. The Project Manager's responsibilities shall include, but not be limited to coordination of Service delivery across the City, facilitation of all equipment installation and integration, coordination with the City personnel and City consultants during equipment installation and acceptance, scheduling, subcontracting, Acceptance Test Plan (ATP) administration, and site management, Service operations and maintenance services. The Project Manager will produce and distribute weekly progress reports throughout the Service installation and acceptance periods.

The City retains the right of review and approval for the Project Manager and key management team members. Once assigned to this project for the duration(s) specified in the Proposal, the Respondent will not remove the Project Manager or key management team members without the approval of the City. The Respondent shall replace unplanned departures as soon as possible, which shall mean within one week, unless the City and the Respondent agree upon a different timeframe. The City reserves the right to direct the Respondent to promptly replace any Project Management team staff whose services the City deems unsatisfactory. Proposed replacement staff is subject to pre-approval by the City, and the City shall have the right to interview the candidate(s) at no cost, upon request. The proposed replacement must have skills and level of experience comparable or superior to the person being replaced. In addition, the Respondent shall not charge the

City for the replacements' learning curves, if any; and, in the event a Project Management team member is replaced in accordance with any of the foregoing provisions, then upon the request of the City the Respondent is required, at no additional cost to the City, to provide a reasonable overlap period (which shall be one week, unless the City and the Respondent agree upon a different time) when both the original and the replacement staff are working on the project together

The Project Manager must be on site during critical points of the installation of this Service and shall perform the following tasks as a minimum to meet the requirements of this specification:

- Review all RFP specifications and familiarize himself/herself with the requirements.
- Be the sole contact for the City, after the award of the contract.
- Be the sole person able to commit for the Respondent.
- Be responsible for coordinating any required system design.
- Perform all site visitations with the City representative as well as any installation subcontractors.
- Coordinate all site preparation required for the successful installation of the Service and applications.
- Have full authority to perform all subcontracting functions required to complete this installation within the guidelines of this RFP.
- Provide to the City all installation documentation, wiring diagrams and as-built documentation.
- Track and manage documents to maintain historical record.
- Provide all integration services.
- Be available via phone or page during business hours, and return calls within four (4) hours.
- Coordinate the entire effort until accepted by the City.

The City and its consultants will review the Service Acceptance Test Plan (SATP). The Project Manager will also inform the City when this test is to be run to enable a City representative to be present during the entire test.

The Project Manager will coordinate with the City all training requirements as described within this specification. He/she will be available to the City until final acceptance of the Service.

3) Quality Control

The Respondent shall implement a Quality Assurance Plan, as offered in its proposal, to ensure that the Service and applications are designed, manufactured and implemented in accordance with the requirements of this RFP. Quality Assurance must cover the Respondent's project management, design and engineering, implementation, testing and operational quality controls.

C) **Implementation Plan/Timetable/Acceptance Plan/Maintenance Plan**

The following deliverables shall be subject to the City's acceptance:

1) Implementation Plan

The Respondent shall, within 30 days of contract award, submit to the City a detailed Implementation Plan consistent with the implementation plan contained in its Proposal. This shall include a timetable defining the Service delivery dates, with the following components: specifications and architecture, procurement, video transport establishment, camera deployment, video monitoring installation and video storage installation.

The Implementation Plan shall also include a timetable for the training of qualified City employees in the skills and knowledge required to use the Service.

2) Service Acceptance Test Procedures

The Respondent shall provide a detailed Service Acceptance Test Plan (SATP) detailing all tests that the Respondents will perform as part of the Service acceptance. The SATP will include tests of significant nature so as to demonstrate the overall capabilities of the Service in meeting the requirements of this RFP and their anticipated results

The SATP submitted by the Respondent, at a minimum, shall include the following information:

- A proposed service layout diagram.
- An outline of how each major component in the Service will be demonstrated to the City to have performed its required function. (“Major” components are the Camera Systems, the video transport, the Video Monitoring and the Video Storage).
- An outline of how the Service performance will be demonstrated to the City after final installation has been completed, demonstrating all operational functions.
- An outline of training requirements.
- Specifications relating to device and Service latency as well as Service throughput latency under fully loaded network conditions.

The SATP shall also include a Service reliability test procedure. The procedure shall identify the tests to be conducted in order to give full assurances as to Service reliability. The test should be conducted under full system and failure level modes.

3) Maintenance and Repair Plan

The Respondent shall also, within 30 days of contract award, submit to the City a proposed comprehensive support Maintenance and Repair Plan to maintain the Service at optimum performance and to provide miscellaneous services to the City.

D) Service Features, Functional Specifications and Requirements

1) Service Architecture and Design Requirements

The Respondent will provide detailed design and specifications for a Surveillance Camera System capable of:

- Providing surveillance cameras at any location within the City

- Scaling up to one thousand (1000) cameras
- Storing the video stream from all cameras for 30 days
- Monitoring of the video from a centralized location
- Viewing the video from anywhere within the City Network

2) Service Features and Functional Specifications

The Service shall provide video surveillance capability from locations specified by the City with all video signals to be transported to the City's network. The services shall include:

- IP addressable cameras including environmental enclosure; power connectivity; network connectivity; installation; analytics capable
- Site survey of each location
- Coordination of camera installation with the Philadelphia Police Department, Philadelphia Streets Department, the Philadelphia Office of Emergency Management and the City
- Installation of all equipment according to City regulations
- Availability to deploy cameras anywhere throughout the entire City – 135 square miles
- Deinstallation at the end of the contracted service
- Meeting or exceeding Service Level Agreements

The Service shall include sufficient capacity for all of the Camera Systems to perform at the service levels required by this RFP, and will be scalable to enable addition of Camera System at any location within the City and any density of deployment, at the same or better levels of performance.

The Service should also provide for connectivity to the City's network.

Following are additional Features and Functional Specifications relating to the features, technical performance, quality, and reliability of the Service:

3) Camera System Expectations to Meet Service Level Agreements

- a) The Camera equipment must be highly weather resistant; be encased in a watertight and dust-resistant housing that provides internal temperature climate control and an alarm mechanism notifying poor visibility, lightweight (meaning less than 15lbs), and support minimum illumination of 0.7 lux in color mode shutter
- b) The camera equipment should have an operating temperature range from 20 to 120 degrees Fahrenheit
- c) The Camera System must be vandal-resistant and theft-resistant. The case must have structural strength and durability sufficient to withstand environmental conditions. The enclosure must maintain the operating conditions required for the camera to function.
- d) The camera equipment will consist of a mix of:
 - (a) Pan-Tilt-Zoom (PTZ) cameras with a 360/92 degree continuous rotation pan, tilt and zoom
 - (b) Fixed cameras
- e) The camera equipment should at a minimum provide 480 lines of resolution, 768 horizontal by 494 vertical effective pixels
- f) All camera systems must be Internet Protocol (IP) based and support Ethernet connectivity

Optional camera features may include, but not be limited to:

- a) Flashing blue lights
- b) Video analytics
- c) Overt camera enclosure (approximately 3 ft x 3 ft x 3 ft) with Police emblems and flashing blue lights

4) Network Expectations to Meet Service Level Agreements

- a) Fault-tolerant architecture
- b) Seamless coverage between sites
- c) All video signal to be encrypted at a minimum with 128 AES or 156 WEP
- d) The Service shall be able to support full motion video (30 frames per second) from each camera back to City Net II
- e) Expandability to increase capacity and coverage
- f) Dynamic bandwidth allocation and Variable QOS
- g) Use of existing City buildings, light poles, traffic lights and fiber infrastructure where possible.
- h) Provision for growth to support additional users, capacity, and functions

- i) All components must be vandal-resistant and theft-resistant; compliant with IP56/NEma4 dust and water ingress; and operate within the temperature range of -40C - +50C
- j) Video transport sufficient to transport video signals at an average of 15 frames per second, CIF4 resolution, using MPEG compression, from as many cameras as the City determines to install
- k) Service Infrastructure and “Backhaul”: the Respondent shall provide redundancy
- l) Quality of Service

(i) Service Resiliency

The Service must also be capable of continuing to operate, with all features specified in the Functional Requirements section of this RFP, if any single point fails. The failure of any critical sub-system must initiate software and/or contact closure alarm notification to a system administrator. The Service must provide the ability, at the discretion and direction of the City, for deployment of redundant subsystems for any subsystem that may result in a complete network failure or complete loss of any Service. The Respondent must outline their levels of resiliency.

(ii) Service Security

The Respondent shall be responsible for development and implementation of a security plan, which shall ensure that only authorized and authenticated users will be able to connect to the Service, and that administrative and operational data used by agency users and systems will not be exposed to unauthorized viewers.

All video signal to be encrypted at a minimum with 128 AES or 156 WEP; conform with state-of-the-industry security standards; support the use of mainstream encryption standards; provide access security; provide physical site security; and be FIPS2 Compliant or Equivalent.

All communications on the Service will be subject, at minimum, to the security requirements of the City of Philadelphia Chief Information Security Officer, which are available upon request from the Authorized Agency Contact Person. It is understood that, as security standards and techniques evolve, the standards may become “outdated” before the Service design is completed. Therefore, the City expects that all data security measures that are implemented will be current state-of-the-industry as of the date of both Service design and Service construction and provide for the ability to be enhanced as required. Service must comply with FIPS2 Certification standards or equivalent.

(iii) Service Expandability

The ability to increase capacity and/or coverage as needed.

E) Service Design, Specification and Implementation

The Respondent shall be responsible for the design, specification, implementation and testing to ensure the Service meets the agreed upon service level agreement(s). As described in this RFP, such responsibilities shall include, but shall not be limited to: system architecture and design; equipment selection, procurement and installation; system integration; system testing; system maintenance; and other associated tasks necessary to ensure that the installed system is functional, complete, and meets or exceeds the Service Features, Functional Specifications and Requirements set forth in this RFP.

The Respondent shall be responsible for the quality and performance of the Service it designs and implements. Any flaws or omissions, as evidenced by poor Service performance as determined solely by the City, will be the responsibility of the Respondent to correct.

F) Equipment Acquisition

The Respondent shall be responsible for acquisition of all Service-related materials and equipment proposed by the Respondent in response to this RFP.

1. Procurement Standards and Documentation

The highest standard of care shall be imposed on the Respondent to secure Project products at the lowest available price to serve the best interests of the City. The Respondent's principal duty shall be to obtain the "Best Value" for the City, which shall be entitled to all savings negotiated by the Respondent on its behalf. Best Value optimizes quality, cost, and efficiency based, whenever possible, upon objective and quantifiable analysis.

2. Responsibility for Coordination of Delivery with Third Party Suppliers

The Respondent is responsible for the timely coordination of delivery, installation and completion of the project deliverables set forth in the RFP and its Proposal. Where the work requires delivery and/or installation of third party products or services to be furnished by or through the Respondent, the Respondent is responsible coordinating delivery and installation with third party suppliers. Where the City is responsible for delivery and/or installation of third party products or services, the Respondent is responsible for furnishing the delivery schedule to the City and the City is responsible for timely delivery pursuant to that schedule and the City must accept.

G) Equipment Installation

The Respondent shall be responsible for installation of all equipment required to provide the proposed Service. This includes all tasks necessary to achieve the Service Features, Functional Specifications and Requirements set forth in this RFP.

The Respondent shall be responsible for provision of electrical power to all equipment, regardless of location. Equipment installed on City owned equipment will require negotiation with PECO for electrical power.

The Respondent shall follow all applicable regulations when installing the proposed Service.

The Respondent shall be responsible for providing all of the Service control and monitoring equipment that will be necessary to enable full implementation of the features and functions set forth in this RFP. The Respondent shall be responsible for the storage of all such equipment until installation.

The Respondent shall be responsible for arranging all shipment of materials and equipment to the sites of the Work and shall consign such shipments to itself as Consignee at the project shipping address, freight fully prepaid. The Respondent shall be responsible for making agreements and settlement with carriers for their shipments.

H) Acceptance Testing

Service/Site Acceptance by the City shall be based on the following conditions:

- The Respondent supplied to the City its suggested detailed Service Acceptance Test Plan (SATP).
- The City has officially accepted the format and conditions of the SATP.
- All tests in the SATP have been successfully completed, documented by the Respondent in writing to the City.
- The Service is performing to the City's satisfaction and is meeting all Service Level Agreements
- At the discretion of the City, final site inspections will be coordinated by the Respondent's Project Manager and the City representatives. The Project Manager will document these site inspections and a written

report or punch list supplied to the City.

- All other contractual obligations between the Respondent and the City, including but not limited to the individual site coverage report, shall have been met and accepted by the City in writing.
- Documentation is complete and signed off on.
- Third party security review and penetration testing is complete.

I) **Service Level Expectations**

The Respondent shall provide support and maintenance services for the Service as set forth below.

- The SLA's will encompass end-to-end service from a single point of contact under a one-stop-shopping arrangement.
- SLA compliance will be recorded in a bi-monthly or as-needed report provided to the City. The report should detail status on all SLAs agreed to in the Contract.
- Support hours are expected to be 24x7x365.
- Response and resolution of issues from City resources
- A dedicated technical expert, with knowledge of all aspects of the Service, available to City telephone or pager basis, 24x7x365.
- Proactive notification to City for network problems, outages and other issues affecting the Service.
- The creation of pre-defined and ad-hoc reports on issues, wait times, abandoned calls, resolution times and other standard customer service and technical support metrics.
- Overall Service performance shall be continuously monitored

The Respondent and the City will meet on monthly basis, at minimum, to review the Respondent's Service support and discuss opportunities for improvement.

The Respondent must provide a bi-monthly, or as needed SLA report documenting the performance of the Service.

The monthly report must summarize:

- All System faults of high and mid severity, sites involved, dates, corrective action taken, dates closed and the City person with whom the problem was cleared;
- The past month's System Performance statistics in graphic and tabular format, and degree of compliance with the SLA requirements;
- The past month's service orders, new installations and the time taken for each new installation;
- The past month's Service usage summary, including each Service type, the net cost for each Service, etc. Use graphical tools to illustrate trends, etc.
- Repair and maintenance reports must be included in trouble logs maintained by the Respondent and made available to the City.

J) Maintenance

The Respondent shall be required to maintain the Service in the manner specified in this section of the RFP and its Proposal. The Service and Technical Support Requirements are:

1) Maintenance and Repair Responsibility

The Respondent shall maintain all Service equipment in good working order according to industry standards and in conformance with the functional specifications required by this RFP, and in compliance with all environmental or other regulatory requirements. The Respondent shall be responsible for ensuring that all necessary repairs are done to keep all sites under its management, facilities and equipment associated with the Service under its jurisdiction in good working order and tenable condition, including such maintenance, alterations, additions or improvements necessary to remain at all times in compliance with generally accepted industry engineering practices, all applicable rules. This

responsibility shall include, but not be limited to, structural maintenance of cameras and camera support equipment, towers, antennas, guy wires, base facilities, ground maintenance, and clear access to the sites; maintenance and upgrade of the Video Monitoring equipment; and maintenance and upgrade of the Video Storage equipment.

The successful Respondent will be required to produce detailed schedule of planned preventive maintenance, costs and fixture, structure and equipment replacement itemization.

The Respondent's obligation to maintain and repair any site, facility or equipment and any activities incidental thereto shall be subordinate to, shall not conflict with and shall minimize disruption to the Service.

2) Maintenance Management System (MMS)

The Respondent shall provide a Maintenance Management System (MMS) with the following characteristics:

- The MMS will automatically detect and report faults throughout the network to insure continuous system reliability.
- The MMS automatically allow diagnostics to be performed and interpreted, and test functions supported.
- Re-routing around faults will occur automatically.
- The MMS will lead staff through system diagnostics and other aids in a manner which allows them to identify problems down to the level necessary to direct the maintenance efforts of repair technicians.
- The MMS will provide complete and accurate logs and files to ensure that deferred maintenance actions are not overlooked and to provide for later management review and analysis.

3) Maintenance Diagnostics

The Respondent shall provide a Maintenance Diagnostics with the following characteristics:

- Automatic, non-disruptive diagnostics shall be scheduled and performed periodically to determine the real-time status of the equipment and facilities including fault detection, analysis, and reporting.
- The end device shall provide status updates to the monitoring station.

- The diagnostic routines shall identify hardware and software faults in sufficient detail to allow staff to determine the level and type of maintenance person to be assigned to a problem.

4) Service Personnel

Each service technician used to maintain the Service and applications or provide services shall be fully qualified by training and experience to perform the required services. In the event that the City is not satisfied with any service technician provided by the Respondent or its subcontractor for any reasonable cause, the Respondent agrees to replace said technician upon receipt of written request by the City.

5) Maintenance Response Obligations: How to Obtain Service

The Respondent shall provide 24-hour, toll-free maintenance answering call service available for the City's benefit only and dedicated for use Citywide to request service, or to inquire about a pending service activity. Billing and payment for the toll-free number shall be the responsibility of the Respondent. This telephone number shall be in addition to any other telephone service that the Respondent may have for its other operations under this project. Trouble calls to the toll-free number must be answered by staff (not automated, i.e. voice mail) knowledgeable in the Respondent's repair reporting/resolution procedures. A trouble ticketing system should be used to track issues.

Escalation procedures for maintenance and repair will be provided.

6) Change in Equipment

Any additions or deletions of equipment or service will be reflected and adjusted pro-rata on the next monthly billing, based on the rates provided by the contract resulting from this RFP.

7) Maintenance Response Time

The Respondent shall provide the remedial maintenance service within the response and restore time requirements specified in its Service Level Agreement accepted by the City.

8) Maintenance Downtime

The Respondent shall be responsible for the service credits as specified in the contract resulting from this RFP.

9) Maintenance Reporting

The Respondent shall provide a Maintenance Reporting with the following characteristics:

- Maintain, and generate on demand and at preprogrammed intervals, historical reports of all open and closed system faults and alarms and corrective action taken.
- Summary reports and graphical representations listing the type of fault and alarm, duration, intervals, and corrective action, will be available.
- Hard copy summaries of the faults and alarms which remain unresolved, as well as a chronological listing, when requested, shall be provided.
- Standard traffic reports will be generated at periodic, scheduled, and/or ad-hoc intervals?

The Respondent will provide to the City, at no additional cost, monthly reports detailing, among other things, equipment and Service failures providing such relevant information so as to determine any chronic failure rate or sub-performing piece of equipment or platform according to the specifications provided by the Respondent's proposal.

The Respondent will provide to the City, at no additional cost, online maintenance reports and real time viewing of performance statistics (i.e., trouble ticket metrics, maintenance tickets, etc.)

10) Problem Log Reporting

The Respondent will maintain a problem log of all faults and alarms. There will be electronic trouble reports automatically generated for each alarm or fault condition detected. Any trouble report can be printed. The problem log system shall be capable of accepting trouble information entered manually, such as device repair actions and outage data?

K) Industry Trends and Software Updates/Enhancements

1. Report on Industry Trends

At least quarterly, the Respondent shall at no additional charge be required to brief the City in writing and orally any detailed changes in industry standards, newly emerging technologies and any other evolution of functions, features or technology that might have an impact on the state-of-the-industry functionality of the Service or that the Respondent feels would be beneficial to the Service. This would include, but not be limited to new equipment models or types, protocols/modulation techniques, algorithms, such as compression algorithms and additional frequency allocations.

2. Future Updates/Enhancements

The Respondent shall be required to install and upgrade, at no additional charge, any commercially released equipment firmware upgrades, software upgrades, versions and/or enhancements, (deployment), to the originally deployed software as they become generally available and as agreed to by the City. As part of such deployment, Respondent shall, at no additional cost to City, provide for the pre-deployment Service integration testing of any feature, software enhancement or change on a system of like capabilities to validate the new feature or service and the lack of impact to an operating systems. Each said deployment will be accompanied by a full method of procedure for the deployment and a “back-out” plan in the event that any service affecting problem arise as a result of the deployment. All such upgrades or changes will be at coordinated with the City and will be performed in such manner as to minimize the impact to the City’s operation(s).

The Respondent shall keep all equipment current and supported by the manufacturer. If not supported, spare parts must be maintained by the Respondent.

L) Training and Documentation

1. Service Training

The Respondent shall be responsible for providing training to City's personnel or consultant(s) responsible for use of the Video Monitoring equipment. The training shall encompass the features of the monitoring equipment.

The Respondent shall be responsible for providing training to City's personnel or consultant(s) responsible for use of the Video Storage equipment. The training shall encompass management of the video files, including retrieval of data.

The Respondent and the City shall mutually agree, in writing, on a Service Training Plan and Schedule that reflects the timing and implementation schedule for all Service training. The Service Training Schedule must reflect and be consistent with the build-out schedule.

2. Reference Documentation

All documentation submitted to the City in the course of implementing the RFP and at the final delivery of the solution will be created using any combination of Microsoft Word, Excel Project, and Visio. Specifically, all diagrams, regardless of how presented, must also be provided in Visio format. PDF formats may be used, however accompanying Word, Excel, Project and Visio versions must be provided to ease modification in the future. However, vendors using the Visio software product must submit their diagrams via the use of a zip file since the City's "eContract" website will not accept Visio documents. The website only accepts zip files, Adobe Acrobat, Microsoft Word, Excel and Project documents. Or the Visio formatted diagrams may be submitted in hard copy only.

Deliverable documentation will be provided electronically and stored in a central location with an organizational structure and versioning schema for management and control.

The Respondent shall provide “as-built” documentation, including network diagrams including IP addresses, network switches, etc., wiring and cable diagrams, system manuals, equipment manuals, security manuals and maintenance manuals. As part of this documentation, the Respondent will provide an electronic master copy of instructional Source Material and Technical Documentation, including but not limited to any equipment or manufacturing drawings, parts specifications, flow diagrams, software, and firmware operating or programming specifics.

The Respondent’s responsibilities in providing Service Training and Documentation shall include, but not be limited to those set forth in this section of the RFP and in the Proposal.

APPENDIX B: ORGANIZATION AND CONTENT REQUIREMENTS

IMPLEMENTATION PLAN, STATEMENT OF WORK, PROJECT SCHEDULE, AND PAYMENT SCHEDULE

APPENDIX B: ORGANIZATION AND CONTENT REQUIREMENTS

The City anticipates that the System will be available within four weeks after signing the contract.

Respondents are to provide a detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, principal schedule milestones, and overall time of completion. The level of detail in the project schedule should indicate these tasks, deliverables and milestones at a “week level” throughout the project timeline.

Proposal Submission

All proposal materials must be submitted in PDF format. Any diagrams not embedded in the PDF document must be in Microsoft Visio format. However, vendors using the Visio software product must submit their diagrams via the use of a zip file since the City’s “eContract” website will not accept Visio documents. The website only accepts zip files, Adobe Acrobat, Microsoft Word, Excel and Project documents. Or the Visio formatted diagrams may be submitted in hard copy only. Pricing sheets must be embedded in the PDF submission AND submitted as standalone spreadsheets to enable analysis. The City reserves the right to request documents in additional formats should the need arise.

Service Level Agreements (SLAs)

The Project Contractor and the City will negotiate an SLA agreement during the period of contract negotiations. The Respondent is accountable for the achievement of the SLA requirements. Proposals should include responses to the following:

- 1. Samples or examples of typical SLAs that best illustrate the format, coverage, performance limits, and penalties.*
- 2. Please complete Table 1 Service Level Agreements, indicating the proposed service level and that the Respondent will contractually agree to the SLAs. If you choose not to comply, please indicate a reason.*
- 3. List and summarize the contingency, backup and disaster recovery scenarios required to maintain SLA guarantees.*
- 4. Explain the remedy process in the event of a case of three consecutive months of under-performance with contract termination being the final step in the process.*

Escalation

- 1. Describe the procedure for contacting the technicians on your team*

2. *Define severity conditions and procedures in terms of maximum time to restore service or complete a repair and the escalation procedures for taking the problem from one level to another.*
3. *Describe the escalation lists and procedures that will be the foundation for this problem escalation process.*

Table 1: Service Level Agreements

	Category	Measurement Definition	Service Hours	Expected Service Level	Agree? YES/NO	Reason if NO
Network Performance						
1	Network Availability	Actual Network Uptime as a percentage of scheduled uptime	24/7//365	100 %		
Order Provisioning						
3	Service Request Response	The length of time to respond to service request and provide target timeframes of completion	Normal Business Hours	All service requests are responded to in under 7 business hours		
4	Work Order Completion	Number of orders fulfilled within specified timeframe for routine requests	Normal Business Hours	98% of all orders are completed within 5 business days		
5	Moves, Adds, Changes (MAC's)	Number of MAC's completed within the scheduled timeframe as a percentage of the total MAC's attempted	Normal Business Hours	98% within 20 hours of completion		
Trouble Resolution						
6	1st Call resolution rate	Number of problems resolved during first call to tech support group as a percentage of total tech support calls	24/7/365	95% of troubleshooting & repair requests completed correctly on first call		

7	Severity 1- Mission Critical Issues	Service issues that impact the City's ability to carry out Mission Critical Function with no work Around	24/7/365	100% within 2 hours		
8	Severity 2- Major Impact	Service issues that impact multiple users at a single site or multiple sites with no work around	24/7/365	100% within 4 hours		
9	Severity 3- Moderate Impact	Service issues that impact multiple users but work around available	24/7/365	98% within 48 hours		
10	Severity 4- Low Impact	Single user affected and work around available	24/7/365	98% within 48 hours		
Billing						
11	Invoices and Billing Report	Delivery Amount of time from bill closing date to invoice & bill media delivery	Normal Business Hours	15th day from close of bill cycle		
12	Bill Inquires	The length of time to respond and resolve outstanding bill inquiries	Normal Business Hours	10 business days		
13	Special Data requests	The length of time to respond to special request for ad-hoc data such as call detail, site directories, circuit inventories, etc.	Normal Business Hours	10 business days		

APPENDIX C: COST PROPOSAL REQUIREMENTS

APPENDIX C: COST PROPOSAL REQUIREMENTS

At the appropriate time a list of locations to be used for phasing deployment of the Services will be provided. These locations will illustrate the scope and spatial distribution of the initial phase of camera deployment.

Each location will indicate a preferred camera type: fixed or pan-tilt-zoom (PTZ).

Each location will most likely need multiple cameras in order to provide adequate surveillance.

Standard locations are assumed to have available “street furniture,” such as utility poles, etc., to accommodate the required equipment.

The cost schedule for the Services should be based on a phased deployment of the video network across the City. For the purposes of this RFP, the phasing should be based on the locations provided in this Appendix C.

Base Cost	The City is requesting a cost per camera that reflects the cost of all requested Services (video signal, video monitoring solution, video storage solution and all equipment support and maintenance) as well as the cost of meeting the Service Level Agreements (SLAs).
Camera Options	<ul style="list-style-type: none"> • Analytics (cameras start transmitting or change focus when an activity occurs that triggers the analytical software) • Flashing blue lights • Overt enclosure (3 ft x 3 ft x 3 ft) with flashing blue lights • Any additional recommended options
Deployment out of Phase	Occasionally, the City may require placement of (a) camera(s) outside of the phased deployment plan. Provide the cost for providing the requested Services (video signal, monitoring solution and video storage solution) outside of the phasing plan
Non-Standard	Occasionally, the City may require cameras to be placed where

Location Deployment	there is nonexistent or insufficient utility poles available for mounting equipment. Provide a cost for providing the requested Services where the Respondent is responsible for locating or installing mounting assets.
Video Storage	Provide pricing for digital Video Storage for all cameras for the following options: <ul style="list-style-type: none"> • Seven (7) days • Fifteen (15) days • Thirty (30) days
Two Proposals	<ol style="list-style-type: none"> 1. Assuming a one year initial contract with three one year extensions 2. Assuming a four year initial contract

Please document all assumptions used to arrive at your costs.

Respondents are encouraged to propose innovative payment structures. The City reserves the right to select any payment structure that is in the City’s best interest.

Financial Incentives/Disincentives

Respondents are encouraged to propose measures, incentives and disincentives that they believe will most likely achieve the City’s goals and objectives in a cost-effective manner. Respondents may also propose more than one approach. While the Respondent’s proposed performance-based payment components may not be scored by the Evaluation Committee, they will be considered by the City in awarding the contract and structuring its payments to the contractor.

The City is willing to consider proposals regarding methods whereby, at the City’s option, its costs may be reduced if the System(s) infrastructure (*e.g.*, pole-tops, rooftops) is used, without adverse impact upon the City’s System(s) and applications, for possible commercial applications. Any such suggestion should be proposed as an alternative pricing method, not as the Respondent’s only offer.

Respondents are encouraged to offer to certify that if more favorable pricing for any of their services or offered equipment takes effect, the City will receive the most favorable pricing being offered by the Respondent to any customer for the same or similar service/equipment.

Duration of Pricing Offer

The Price Proposal should state that the prices being offered shall remain in effect for a minimum of 180 days after the Proposal Due Date.

APPENDIX D: REQUIREMENTS COMPLIANCE CERTIFICATION

APPENDIX D: REQUIREMENTS COMPLIANCE CERTIFICATION

Section	Requirement	Satisfied	Partially Satisfied	Not Satisfied	Notes	Reference Number
A	All services and specifications					
B1	Overall management					
B2	Dedicated project manager and project team					
B3	Quality Control					
C1	Implementation Plan					
C2	System Acceptance Test Procedures					
C4	Maintenance and Repair Plan					
D1	Service Architecture and Design					
D2	Meets Service Features and Functional Specifications					
D3	Camera System Expectations					
D4	Video Transport Expectations					
E	Service Design, Specification and Implementation					
F	Equipment Acquisition					
F1	Procurement Standards and Documentation					
F2	Responsible for Coordination with third party suppliers					
G	Equipment Installation					

H	Acceptance Testing					
I	Service Level Expectations					
J1	Maintenance and Repair Responsibility					
J2	Maintenance Management System					
J3	Maintenance Diagnostics					
J4	Change in Personnel					
J5	Maintenance Response Obligations					
J6	Change in Equipment					
J7	Maintenance Response Time					
J8	Maintenance Downtime					
J9	Maintenance Reporting					
J10	Problem Log Reporting					
K1	Report on Industry Trends					
K2	Future Updates/Enhancements					
L1	Service Training					
L2	Reference Documentation					

APPENDIX E: TRAINING REQUIREMENTS

APPENDIX E: TRAINING REQUIREMENTS

Proposals must provide for a minimum of two (2) weeks of informal training on the design and operation of the overall System for a minimum of four (4) City-designated persons prior to the activation of the network.

Additionally, Proposals must provide training of qualified City employees in the skills and knowledge required to integrate the data from the System into City provided monitoring and storage facilities.

Proposals must provide for a minimum of one (1) week of updated informal training on the design and operation of the overall System for a minimum of four (4) City-designated persons on an annual basis during the contract term.

Proposals must set forth in detail any limitations with respect to the persons who may train on any equipment or software furnished by the successful Respondent, together with available training sources other than Contractor, if such services are otherwise available. If, for any equipment or software, such training is generally available without certification or if more than 20 vendors are certified to provide such training, a statement providing such information shall be sufficient for compliance with this requirement as to the specific equipment or software covered.

Proposals must provide per course costs for additional training from Contractor for the initial contract year and for the three successive contract years.

APPENDIX F: MAYOR'S EXECUTIVE ORDER 1-93
INSTRUCTIONS, FORMS AND CONTRACT PROVISIONS
FOR
THE PARTICIPATION OF DISADVANTAGED
MINORITY, WOMEN AND DISABLED OWNED
BUSINESSES ENTERPRISES IN CITY CONTRACTS

The MBEC form is included with the posting on the website

City of Philadelphia
Minority Business Enterprise Council
M E M O R A N D U M

TO : Terry M. Phillis, Chief Information Officer, Mayor's Office

FROM : Candace Hitchcock, Deputy Director, MBEC

SUBJECT : Request for Proposals (RFP) – **Surveillance Camera Services**
Mayor's Executive Order 02-05

Minority, Women and Disabled Business Enterprise (M/W/DSBE)
- Participation Ranges

DATE : March 15, 2007

Pursuant to Executive Order 02-05, MBEC has reviewed the above subject project and determined ranges that exist for minority, women and disabled businesses are as follows:

MBE Ranges 15% - 20%
WBE Ranges 10% - 15%
DSBE Ranges 2%-5%

Should you have any questions, please contact Cal Gaines, PPS/SS&E Coordinator, MBEC at (215) 686-6379.



City of Philadelphia
Minority Business Enterprise Council (MBEC)
Mayor's Executive Order 02-05

INSTRUCTIONS, FORMS AND CONTRACT PROVISIONS FOR THE
PARTICIPATION OF MINORITY, WOMEN AND DISABLED
BUSINESS ENTERPRISES (M/W/DSBE)

This Request for Proposal (RFP) is subject to the **Mayor's Executive Order 02-05**. The following instructions, forms and contract provisions, as well as Executive Order 02-05 (a copy of which may be obtained at the MBEC Office) are hereby incorporated in and made a part of any contract resulting from this Request for Proposal.

Respondent is subject to the provisions of Mayoral Executive Order 02-05 and is required to respond to the ranges specified in this Request for Proposal (RFP) for participation by Minority Business Enterprises ("MBE"), Woman Business Enterprises ("WBE") and Disabled Business Enterprises DSBEs (collectively, ("M/W/DSBE")) as those terms are defined in Executive Order 02-05.

Respondent must submit a "**Solicitation for Participation and Commitment Form**" (**S & C Form**) identifying its solicitations and certifying that Respondent has met the ranges specified in this RFP for M/W/DSBE participation in the contract; in the event that Respondent has not achieved the ranges, Respondent must respond to and submit, in addition to the **S & C Form**, a **brief narrative explaining its reasons for not submitting a proposal within the projected range(s)** (more fully discussed herein).

The S & C Form (and, in the event Respondent has not achieved the ranges, the brief narrative), must be submitted with the proposal, although the MBEC reserves the right to request these documents as well as any additional or clarifying information at any time prior to contract award. The submission of a S & C Form and a narrative, if required, is an element of responsiveness to this RFP and the failure to submit a S & C Form and narrative may result in the rejection of the proposal. Respondent hereby verifies that all forms, information and documentation submitted to the MBEC are true and correct and is notified that the submission of false information by Respondent is subject to the penalties of 18 Pa.C.S Section 4904 relating to unsworn falsification to authorities.

PARTICIPATION RANGES

Under the authority of the Mayor's Executive Order 02-05, the MBEC has established the following MBE, WBE and DSBE participation range(s) for this Request for Proposal:

MBE	<u>15% - 20%</u>
WBE	<u>10% - 15%</u>
DSBE	<u>2%-5%</u>

These participation ranges serve exclusively as a guide in determining Respondent responsibility. These ranges represent the percentage of MBE, WBE and DSBEs participation that should be attained from business opportunities available in this RFP 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 MBEs, WBEs and DSBEs to perform various elements of the contract.

A. Solicitation for Participation and Commitment.

1. Respondent must submit an S & C Form responsive to each of the range(s) established for this Request for Proposal. If Respondent does not make commitments within each of the established ranges, Respondent must request a reduction of participation by providing a brief narrative statement for not achieving the participation range(s) on its firm's *letterhead* and signed by its *Chief Executive Officer (CEO)* or their designee.

(a) S & C Form. Respondent must demonstrate that its firm did not discriminate in the subcontracting of work for the contract. To do so, Respondent must complete the S & C Form. The S & C Form shall contain:

The company name, address, contact name, telephone number, fax number and MBEC certification number of each MBE, WBE and Ds-BE solicited for participation in the contract, regardless of whether commitments resulted from this solicitation. If Respondent receives unsolicited quotations from a MBE(s), WBE(s) or DSBE(s) or if Respondent makes solicitations of MBE(s), WBE(s) or DSBE(s) but receives no quotations, these MBE(s), WBE(s) or Ds-BE(s) must also be identified on the S & C Form if you do not achieve the ranges for participation.

WBE and/or DSBE partner, Respondent must complete and submit with the proposal, in addition to the S & C Form, the Joint Venture Eligibility Information Form available at the Office of the MBEC.

A detailed description of the services/supply effort that was solicited and a quotation received for each MBE, WBE or DSBEs. This description shall include the services or the supply effort solicited/quoted, describing such service or supply effort as it relates to a distinct element of the contract as determined by the RFP. Respondents should avoid utilizing one-word descriptions of the services to be performed or the material to be supplied and should provide a detailed description.

Disclosure of any second tier subcontracts. If the listed MBE, WBE or DSBE subcontractor with whom Respondent has a commitment, intends to subcontract more than ten percent (10%) of the described work (not including the cost of

materials, equipment or supplies incident to the performance of services under the contract), Respondent must provide, on a duplicate copy of the S & C Form, the name and address of each second tier subcontractor(s) (identifying whether it is or is not a MBE, WBE or DSBEs), a detailed description of the services, and dollar amount of the subcontracted services.

- The dollar amount and percentage of commitment made reflected by the quotation provided to Respondent by each identified MBE, WBE and/or DSBEs.
- The reason(s) if no commitment is made or no quote is received from each identified MBE, WBE and/or DSBEs.

Upon completion of the **S & C Form(s)**, Respondent should indicate at the bottom of each form the total percentage commitment made to the type of business. If the total percentage commitment is less than that established for this RFP, Respondent must request a reduction of participation by providing a brief narrative of Respondent's reasons for not achieving the participation range(s).

Request for Reduction of Participation.

1. If Respondent does not fully meet each of the range(s) for participation established for this RFP, Respondent must request a reduction of participation by submitting a brief narrative, on its company's letterhead, documenting Respondent's reasons for not making commitments commensurate with the participation ranges. The narrative shall contain and discuss, at a minimum, the following:

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

(b) Indicate whether any non-MBE/WBE/DSBEs were solicited for the type of services to be contracted for, whether quotes were received and whether any commitments resulted there from;

(c) Provide reasons for not committing with a MBE/WBE/DSBEs that have submitted a quote, regardless of whether the quote was solicited by Respondent.

(d) Provide any additional evidence pertinent to Respondent's conduct relating to this RFP including sufficient evidence which demonstrates to the MBEC that Respondent has not engaged in discriminatory practices in the solicitation of and commitment with contract participants. In describing Respondent's affirmative actions, Respondent may submit any corroborating documentation (e.g., copies of advertisements for participation).

2. The Respondent's narrative will be reviewed to ascertain whether discrimination has occurred in the solicitation or selection of contract participants. The approval/disapproval review will include consideration of the following:

(a) Whether the Respondent's actions were motivated by considerations of race or gender or disability. For example, the MBEC may investigate the Respondent's contracting activities and business practices on similar public and private sector contracts;

(b) Whether MBE/WBE/DSBEs were treated as equally as other businesses in the solicitation and commitment process. For example, the MBEC will investigate whether MBE/WBE/DSBEs are given the same information, access to the

RFP and amount of time to prepare a quote as others who were solicited. The MBEC will also investigate whether MBE/WBE/DSBEs were accorded the same level of outreach as non-MBE/WBE/DSBEs, for example whether Respondent short listed MBE/WBE/DSBEs for participation in the contractor negotiated subcontract opportunities;

(c) Whether the Respondent's solicitation and commitment decisions were based upon policies which disparately affect MBE/WBE/DSBEs.

C. Proposal Evaluation

If Respondent has submitted a Proposal within each of the projected range(s) for MBE, WBE and DSBEs participation, we will reputably presume that the Respondent has not discriminated in its selections and will be considered responsive and responsible. If Respondent has not submitted a Proposal within the projected range(s), the MBEC will evaluate whether discrimination has occurred. After review of Respondent's submission and any other evidence MBEC deems relevant to its evaluation, the MBEC will make a recommendation to the Department Head or his/her designee. If the Department head, after review of the MBEC's recommendation and supporting documentation concurs that discrimination has occurred, Respondent will be deemed not responsible and its proposal rejected.

A Proposal so rejected (due to a determination of discrimination) may result in the suspension of the Respondent from submitting future Proposal and/or participating in any future City contracts for a period of up to three (3) years.

GENERAL PROVISIONS

1. Any M/W/DSBEs that is listed on the S & C Form or the Joint Venture Eligibility Information Form must be certified by the MBEC in accordance with Executive Order 02-05 in order to be credited towards the participation range(s) to the RFP or in the case of a **Joint Venture Agreement**, prior to the contract award.

2. No Respondent that seeks to meet the participation range(s) by entering into subcontracts with any M/W/Ds-BE subcontractor shall be considered to meet the participation range(s) if the M/W/DSBEs 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 that provides for a distinct element of the subcontract (as required by the services to be performed in accordance with this RFP). The distinct element is worthy of the dollar amount of the subcontract value and where the M/W/DSBE carries out its responsibilities by actually performing, managing and supervising the work involved. The MBEC may evaluate the amount of work subcontracted, industry practices and any other relevant factors in determining whether the M/W/DSBE is performing a CAF. If it is determined during the review of the **S & C Form** that the work described on the form does not constitute a CAF, the proposal may be rejected.

3. Listing of a M/W/DSBEs as a subcontractor on the **S & C Form**, constitutes a representation by Respondent, that such M/W/DSBEs is capable of completing the subcontract with its own workforce, and that the Respondent has made a **BINDING COMMITMENT** with the firm prior to the submission of the **S & C Form**. This listing is also a representation by Respondent that if awarded the contract, Respondent will subcontract with the listed firm(s) for the work described and dollar/percentage amount(s) set forth on the **S & C Form**, unless the City alters the scope of services prior to the commencement of the contract. M/W/DSBEs percentage commitments are to be maintained throughout the term of the contract and shall apply to the total dollar amount of the contract and any additional increases.

4. If a joint venture arrangement has been entered into with a MBE, WBE or DSBE, the following criteria must be met in order to receive credit toward the participation range:

The MBE, WBE or DSBE partner(s) must be certified by the MBEC;

The MBE, WBE or DSBE partner(s) must derive substantial benefit from the arrangement;

The MBE, WBE or DSBE partner(s) must be substantially involved in all phases of the contract including, but not limited to, the performance, with its own workforce, of a portion of the on-site work where appropriate, and administrative responsibilities such as bidding, planning, staffing and daily management;

The business arrangement must be customary (i.e., each partner shares in the risk and profits of the joint venture commensurate with their ownership interests, contributes working capital and other resources, etc).

- If Respondent has entered into a joint venture arrangement, the joint venture partners must complete and submit a "Joint Venture Eligibility Information Form" (available at the MBEC Office). This form should be submitted with the proposal and the form will be reviewed by the MBEC or approval or disapproval of the joint venture arrangement. If the joint venture arrangement is not approved by the MBEC, Respondent will not receive credit toward the applicable participation range(s) and the proposal may be rejected.

5. In calculating the percentage of participation by a M/W/DSBE, Respondent shall apply the standard mathematical rules in rounding off numbers. For example, if the stated MBE participation range is 15% - 25%, the MBE participation must equal 14.5% or greater to fall within the range. In the event of an inconsistency between the dollar and percentage amounts listed on the S & C Form, the percentage will govern.

6. 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, MBE and DSBEs or WBE and DSBE), will only be credited in **one** category i.e., either as a Minority (MBE), Woman (WBE) or Disabled (DSBEs) Business Enterprise; Respondents will designate on the **S & C Form** which category, MBE, WBE or DSBEs, is submitted for credit.

7. Certification of a business by the MBEC shall not be a representation of the firm's financial or technical ability to perform specified work. The City reserves the right to

evaluate a firm's ability to satisfy financial, technical or other criteria separate and apart from certification before or after selection of the successful Respondent or award of the contract.

8. If Respondent is a certified M/W/DSBE submitting a proposal as a prime Respondent, Respondent must still respond to the participation range(s) specified in this RFP unless Respondent requests and receives a reduction in participation; a certified M/W/DSBE submitting a proposal as the prime Respondent **will** receive credit toward the ranges for its own work on this RFP, and must seek to fulfill the other applicable ranges. The participation of an MBE, WBE or DSBEs who is a part of a joint venture created for this contract, may be credited towards the applicable participation range to the extent of the partner's ownership interest in the joint venture provided that the joint venture arrangement is acceptable to the MBEC.

9. Except as otherwise provided herein, no changes or modifications to the participation arrangements specified on the **S & C Form** or Joint Venture Eligibility Information Form, including but not limited to substitutions for the listed firms, changes or reductions in described work and/or listed dollar/percentage amounts, shall be permitted.

- (a) Following contract award, the successful Respondent may, under appropriate circumstances and with the prior written approval of the MBEC, make changes or modifications to the participation arrangements contained in its original submission. Requests for such changes or modifications must be submitted to the MBEC in writing with appropriate justification.
- (b) The MBEC may from time to time request revised form(s) or other documentation from the successful Respondent to ensure
- (c) compliance with the change order/amendment provision set forth in Paragraph 11.

10. Notwithstanding compliance with the requirements set forth herein, the City reserves the right to reject any or all Proposals as deemed in the best interest of the City.

11. In the event the successful Respondent's contract is increased by change order (sometimes referred to as a modification) and/or amendment, it shall be the responsibility of the successful Respondent to apply the participation range(s) to the amended amount in order to maintain the participation range(s) committed to on the total dollar amount of the contract at the time of contract completion.

12. The successful Respondent agrees to cooperate with the MBEC in its compliance monitoring efforts and to submit, within the time limits prescribed by the MBEC, all documentation which may be requested by the MBEC, including but not limited to, copies of subcontracts with the M/W/DSBEs, invoices, telephone logs and correspondence with the M/W/DSBEs, canceled checks, etc. These documents shall be maintained by the successful Respondent for a period of three (3) years following acceptance of final payment under the contract. The successful Respondent also agrees to submit reports and other documentation to the MBEC as deemed necessary by the MBEC to ascertain the successful Respondent's fulfillment of its M/W/DSBE participation commitments.

13. It is understood and agreed that the successful Respondent's compliance with the requirements for participation is material to the contract. Any failure to comply with these requirements shall constitute a substantial breach of the contract. It is understood and agreed

that if the Director of Finance determines that the successful Respondent hereunder has failed to comply with the requirements for M/W/DSBE participation, 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 which shall be deemed cumulative and concurrent:

- (a) Withhold payment(s) or any part thereof until corrective action is taken.
- (b) Terminate the contract, in whole or in part.
- (c) Suspend the successful Respondent from proposing on and/or participating in any future City contracts for a period of up to three (3) years.
- (d) Recover as liquidated damages, one percent of the total dollar amount of the contract for each one percent (or fraction thereof) of the shortfall toward the applicable M/W/DSBEs commitment.

(NOTE: The "total dollar amount of the contract" shall include approved change orders and amendments.)

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Should you have any questions related to the Contract Provisions, please email them to econtractphilly@phila.gov.

**APPENDIX G: PROVISIONS REQUIRED BY CHAPTER
17-1400 OF THE PHILADELPHIA CODE**

APPENDIX G: PROVISIONS REQUIRED BY CHAPTER 17-1400 OF THE PHILADELPHIA CODE

The following terms shall have following meanings:

Applicant - a Person who has filed an application to be awarded a Non-Competitively Bid Contract.

Consultant - any Person used by Contractor to assist in obtaining a Non-Competitively Bid Contract through direct or indirect communication by such Person with any City Agency or any City officer or employee, if the communication is undertaken by such Person in exchange for, or with the understanding of receiving, payment from the Contractor or any other Person; provided, however, that "Consultant" shall not include a full-time employee of the Contractor.

Contributions - as defined by the Pennsylvania Election Code, 25 P.S. Section 3241.

Non-Competitively Bid Contract - a contract for the purchase of goods or services to which the City or a City Agency is a party that is not subject to the lowest responsible bidder requirements of Section 8-200 of the Charter, including, but not limited to, a Professional Services Contract, and any renewal of such a contract (other than a renewal term pursuant to an option to renew contained in an executed contract).

Contractor's Duties and Covenants Pursuant to 17-1400

If Contractor is a City-Related Agency, as defined at Philadelphia Code Subsection 17-1401(9), Contractor shall abide by the provisions of Philadelphia Code Chapter 17-1400 in awarding any contract(s) pursuant to this Agreement as though such contracts were directly subject to the provisions of Chapter 17-1200, except that the exception set forth at Subsection 17-1406(8) shall apply to Contractor as if Contractor were listed in that subsection.

Unless approved by the City to the contrary, any approvals required by the Philadelphia Code Chapter 17-1400 to be performed by the City Solicitor shall be performed by Contractor by its General Counsel; any approvals required to be performed by the Director of Finance shall be performed by Contractor by its Chief Financial Officer; and any approvals required to be performed by the Mayor shall be performed by Contractor by its Executive Director.

Contractor's Representations, Warranties and Covenants Pursuant to 17-1400

In accordance with Section 17-1402 of The Philadelphia Code, Contractor represents on behalf of itself and its Subcontractor(s) that no contribution(s) have been made and none shall be made during the term of this Agreement by Contractor, any Subcontractor, or any party from which a contribution can be attributed to the Contractor or Subcontractor, that would render the Contractor or Subcontractor, as applicable, ineligible to apply for or enter into a Non-Competitively Bid Contract under the provisions of Philadelphia Code Sections 17-1404(1) and 17-1405; and that disclosures made as part of its application to receive a Non-Competitively Bid Contract contain no material misstatements or omissions. Breach of this covenant shall constitute an event of default and render this Agreement voidable at the City's option, and shall make the Contractor liable for liquidated damages to the City in the amount of ten percent (10%) of the maximum payments to the Contractor allowed under this Agreement, regardless whether actually paid. The City may exercise any or all of the remedies set forth in this Agreement, each of which may be pursued separately or in conjunction with such other remedies as the City in its sole discretion shall determine. No extension or indulgence granted by the City to Contractor shall operate as a waiver of any of the City's rights in connection with this Agreement. The rights and remedies of the City as described in this section and as described elsewhere in this Agreement shall not be exclusive and are in addition to any other rights or remedies available to the City under this Agreement at law or in equity.

Pursuant to the attribution rules of Section 17-1405, Contractor shall, during the term of this Agreement and for one year thereafter, disclose any contribution of money or in-kind assistance the Contractor, Subcontractor or any Consultant has made during such time period to a candidate for nomination or election to any public office in the Commonwealth of Pennsylvania or to an individual who holds such office, or to any political committee or state party in the Commonwealth of Pennsylvania, or to any group, committee or association organized in support of any such candidate, office holder, political committee or state party, and the date and amount of such contribution.

Such disclosure shall be made on a form provided by the Department awarding this Agreement, and the form shall be signed and filed with such Department within five (5) business days of the contribution. The Department receiving the disclosure form shall forward copies to the President and Chief Clerk of Council, and to the Mayor, Finance Director, Procurement Department, and the Department of Records. The attribution rules of Section 17-1405 shall apply to determine what contributions must be disclosed under this provision as contributions of the Contractor or of a Consultant.

It shall not be a violation of this section if Contractor fails to disclose a contribution made by a Consultant because the Contractor was unable to obtain such information from the Consultant, provided the Contractor demonstrates that it used reasonable efforts to attempt to obtain such information, including, at a minimum:

- 1) Entering into a written agreement with the Consultant for such Consultant's services, before the filing of the application for this Agreement, and before the

Consultant communicated with a City department or office, official or employee on behalf of the Contractor;

2) Including in such agreement a provision requiring the Consultant to provide the Contractor in a timely manner with all information required to be disclosed under the provisions of Philadelphia Code Chapter 17-1400, and providing, in effect, that the agreement will be terminated by the Contractor if the Consultant fails to provide all required information on a timely basis and that no further payments, including payments owed for services performed prior to the date of termination, will be made to the Consultant by or on behalf of the Contractor as of the date of such termination;

3) Communicating regularly with the Consultant concerning the Consultant's obligations to provide timely information to permit the Contractor to comply with the provisions of Philadelphia Code Chapter 17-1400; and

4) Invoking the termination provisions of the written agreement in a full and timely manner.

The Contractor shall, during the Term of this Agreement and for one year thereafter, disclose the name and title of each City officer or employee who, during such time period, asked the Contractor, any officer, director or management employee of the Contractor, or any Person representing the Contractor, to give money, services, or any other thing of value (other than a Contribution as defined in Section 17-1401) to any Person, and any payment of money, provision of services, or any other thing of value (other than a Contribution as defined in Section 17-1401) given to any Person in response to any such request. The Contractor shall also disclose the date of any such request, the amount requested, and the date and amount of any payment made in response to such request.

Such disclosure shall be made on a form provided by the Department awarding this Agreement, and the form shall be signed and filed with the Department within (5) five business days after a request was made or a payment in response to a request was made, as the case may be.

The Department receiving the disclosure form shall forward copies to the President and Chief Clerk of Council, and to the Mayor, Finance Director, Procurement Department, and the Department of Records.

The above representations, warranties and covenants shall continue throughout the Term of this Agreement. In the event said representations, warranties and covenants are or become untrue or inaccurate, Contractor shall promptly give notice thereof to the City, specifying the manner in which said representation, warranty or covenant is untrue or inaccurate.

Events of Default Pursuant to 17-1400

Any act, omission, or misrepresentation which renders the Contractor ineligible for a City contract or renders this Agreement voidable under Philadelphia Code Chapter 17-1400 shall be an Event of Default by Contractor.