PHILADELPHIA GAS WORKS

REQUEST FOR PROPOSALS

FOR

MULTIFUNCTIONAL OUTPUT DEVICES

Dated: September 16, 2013

RFP NO.: 27996
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1 The Solicitation – Notice to Proposers

Notice is hereby given that Philadelphia Gas Works ("PGW") will receive sealed proposals on or before October 21, 2013, 2:30 p.m. Eastern Time, at the PGW Supply Chain Department, 800 W. Montgomery Avenue, Philadelphia, Pennsylvania 19122, for a vendor to provide multifunctional output devices, as more particularly described herein.

This document outlines PGW’s objectives, describes the general characteristics of the services to be provided and (without being exhaustive) outlines the principal obligations of PGW and the selected Proposer.

Questions concerning this Request for Proposals shall be directed in writing towards Erica Patterson, PGW Supply Chain Department, fax: (215) 684-6163, e-mail: Erica.patterson@pgworks.com (with a copy to procurement@pgworks.com), or PGW Supply Chain Department, 800 W. Montgomery Avenue, Philadelphia, Pennsylvania 19122. Proposers may not contact other PGW personnel regarding this RFP.

1.1 Schedule of Events

The projected schedule of events for this Request for Proposals is as follows:

Issue Date of the RFP ............................................................ September 16, 2013

Questions and requests for clarification or information
Must be received, in writing, at the office of the person
Listed above by 5 p.m. .......................................................... September 30, 2013

Mandatory Meeting, 10:00 a.m.,
800 W. Montgomery Avenue................................. October 7, 2013

Proposal Submission Due Date
Proposals must be received, in writing, at the office of the
Person listed above by 2:30 p.m. ................................. October 21, 2013

Test Equipment Evaluation Period (See Section 2.5) ............. November 4, 2013 to December 4, 2013

Notification Date .............................................................. December 18, 2013

Contract Start Date .......................................................... Promptly upon contract negotiation and execution

These dates are estimates only and PGW reserves the right to alter this schedule as it deems necessary or appropriate.
1.2 Proposal Requirements

Proposals shall be accepted only from respondents (“Proposers”) who have:

1.2.1 Obtained from PGW a complete set of Proposal Documents and any addenda thereto issued by PGW (sometimes referred to as the “RFP”), consisting of the following five (5) sections and five (5) attachments:

Sections:

1 The Solicitation – Notice to Proposers
2 Project Definition and Requirements
3 Instructions to Proposers
4 Proposer Information
5 Proposal Evaluation, Negotiation and Contract Award

Attachments:

A Current Equipment and Locations
B Multifunctional Output Device Specifications
C Proposer Questionnaire
D Demographic Survey
E Disclosure Form

1.2.2 Attended the Mandatory Meeting; and

1.2.3 Submitted a proposal pursuant to the instructions in this RFP as set forth in Section 3.

In evaluating the proposals, PGW will consider the demonstrated experience and ability of the Proposer to deliver the proposed services, the scope and value of the proposed services, and the financial proposal of each Proposer as described in this RFP.

PGW hereby solicits proposals in accordance with these Proposal Documents.
2 Project Definition and Requirements

2.1 Overview of PGW; PGW’s Current Multifunctional Output Devices

PGW is a municipally-owned utility operated by the Philadelphia Facilities Management Corporation (hereafter referred to as “PFMC”). The successful Proposer will enter into a negotiated contract with PGW by PFMC. PGW provides natural gas service to approximately 515,000 active accounts within the city of Philadelphia, using 6,000 miles of gas mains and services. PGW is the only utility currently distributing natural gas within the city of Philadelphia. The mission of PGW is to provide safe, reliable gas service to the citizens of Philadelphia at a reasonable cost.

PGW currently has a rental contract for seventy-four (74) multifunctional output devices and twenty-five (25) fax machines, as listed on Attachment A, to satisfy PGW’s multifunctional device requirements. All copier units are based on a cost-per-copy plan. In addition, PGW has networked Hewlett Packard printers to supplement some of the multifunctional units. PGW would like to reduce and minimize the use of current local and networked printers.

2.2 Scope of Work

PGW is seeking proposals for multifunctional devices to be strategically placed throughout PGW locations. The selected Proposer will be required, as the first deliverable under its contract with PGW, to perform a needs assessment based on PGW’s current utilization of existing devices and determine how many units of what type are needed. A detailed description of the required features and specifications of the multifunctional output devices is included in Attachment B. All features listed in Attachment B should be supported by the proposed multifunctional devices. Each proposal must specify all areas, if any, where the proposed devices differ from the requirements, identifying both the requirement not being met and the exact difference in the device being proposed. The Proposer must provide all space, electrical, network, phone line, ventilation temperature and humidity specifications and requirements for all proposed multifunctional output devices. Proposers should include in their proposals suggestions for optional value-added services that could increase the overall effectiveness of the proposed solution.

The successful Proposer will be responsible for supplying all personnel necessary for the successful and timely completion of the installation and implementation of the multifunctional output devices.

Each proposal must include an installation and implementation project plan that includes a timeline from date of contract finalization. Delivery time, installation time, training time, etc., must be specified in the timeline. The project plan must identify all tasks associated with the installation and implementation including, but not limited to, any interface or integration tasks that are the responsibility of another vendor or PGW personnel.
2.3 Term

The contract between PGW and the successful Proposer will be for 24, 36 or 48 months (as agreed by PGW and the successful Proposer), commencing promptly after contract negotiation and execution.

2.4 Proposal Pricing

For comparison purposes, each proposal must include the cost for the applicable Proposer to provide the quantity and selection of equipment and number of copies that corresponds to PGW’s current equipment and copy quantity history, as detailed in Attachment B. In addition, because (i) the actual number and identity of devices to be provided by the selected Proposer will be dependent on the outcome of the needs assessment and (ii) PGW may choose to implement various components of the multifunctional devices over time, each proposal should include itemized costs for each proposed hardware device and required management software, if applicable, as well as volume and other available discounts (on a tiered basis). All available pricing options (e.g., allocations, cost-per-copy, pooling) should be included. Finally, proposals must:

1. Include optional pricing for a fax server integration of the proposed devices. This solution should ideally integrate with PGW’s existing Microsoft Exchange messaging infrastructure.
2. Provide pricing for optional accessories/peripherals where applicable (e.g., 3-hole punch, additional paper trays).
3. Indicate costs, if any, associated with equipment moves from one PGW location to another for all devices proposed.

Proposers should include pricing for contracts of 24, 36 and 48 months.

2.5 Test Equipment

Each Proposer must provide one (1) sample of each proposed device for PGW to use and evaluate for thirty (30) days at no cost to PGW.

2.6 Proposer and Personnel Minimum Requirements

Proposers must demonstrate at least ten (10) years of experience in the distribution and support of digital printing devices. All personnel providing on-site support to PGW must be trained and certified to support the applicable device(s). Proposers must complete the Proposer Questionnaire attached hereto as Attachment C and include with their proposals.
2.7 Licensing

The Proposer must be authorized to do business in the Commonwealth of Pennsylvania and comply with all pertinent state and federal requirements, codes and regulations.

If Proposer is a "business" as defined in The Philadelphia Code, Section 19-2601, Proposer must have a valid business privilege license, issued by the City of Philadelphia's Department of Licenses and Inspections, to do business in the City of Philadelphia, prior to entering into any contract with PGW.

2.8 Information/Product

All reports, surveys, tables, charts, diagrams, design work, product recordings and other data (including electronic, audio and video) or documentation prepared or compiled by Proposer in connection with the performance of its obligations under the contract, shall be the sole and exclusive property of PGW. Proposer shall retain in its files, sufficiently detailed working papers relevant to its engagement with PGW. Proposer further agrees that its working papers will be held in the strictest confidence and will not be disclosed or otherwise made available to outside sources, except as required by law, without the written consent of PGW.

2.9 Confidentiality

Proposer must agree to keep confidential any and all information concerning the plans, operations or activities of PGW which may be divulged by PGW or ascertained by Proposer in the course of performing services under any contract with PGW. In the event Proposer is required to disclose confidential information pursuant to a subpoena, order of a court, or other legal process, Proposer shall, upon notice of such required disclosure and prior to disclosure, immediately notify PGW and allow PGW the opportunity to inspect the information subject to disclosure, and in the event such disclosure is objectionable under any standard or rule of the court, Proposer shall exhaust all legal means to prevent disclosure.

2.10 Minority Participation

PGW has established an anti-discrimination policy relating to the participation of Minority, Women, and Disabled businesses and persons (collectively, "DBEs") in contracts. The purpose of PGW's DBE policy is to provide equal opportunity for all businesses and persons and to assure that PGW funds are not used, directly or indirectly, to promote, reinforce or perpetuate discriminatory practices. Proposers must complete Attachment D (Demographic Survey), attached hereto and submit same with their proposals.
2.11 Insurance

Proposer shall procure and maintain, at its sole cost and expense, insurance with companies having an A. M. Best’s rating of not less than A- and acceptable to PGW, with coverage limits of not less than stipulated below. PGW, PFMC, the City of Philadelphia and their respective officers, employees, directors, boards, commissions and agents, shall be included as Additional Insureds on the Commercial General Liability, Automobile Liability and, Excess/Umbrella Liability, insurance policies. An endorsement is required stating that Proposer's policies affording Additional Insured status will be primary to any other coverage available to PGW, PFMC, and the City of Philadelphia and their respective officers, employees, directors, boards, commissions and agents, and any insurance maintained by PGW will be excess and non-contributory. No act or omission of PGW, PFMC, and/or the City of Philadelphia and their respective officers, employees, directors, boards, commissions and agents, shall invalidate the coverage.

- **Worker’s Compensation and Employers Liability.** Workers Compensation Insurance as required by statute. Employers Liability coverage to be carried with limits of not less than $1,000,000/per accident, $1,000,000/disease (policy limit), $1,000,000/disease (each employee).

- **Commercial General Liability.** Commercial General Liability Insurance is required with limits of not less than $1,000,000 for Bodily Injury and Property Damage each occurrence; $2,000,000 General Aggregate; $1,000,000 Products/Completed Operations Aggregate and $1,000,000 Personal/Advertising Injury. The policy shall also cover liability arising from liability assumed under an insured contract (including the tort liability of another assumed in a business contract) and Personal Injury (including coverage for defamation, malicious prosecution, slander and mental anguish). Products and Completed Operations must be included and maintained for at least three (3) years beyond completion of the work required by contract in accordance with the terms thereof. Such policy must contain a "Severability of Interests" clause. ISO Endorsement CG 21 39 10 93 (Contractual Liability Limitation) shall not apply to this contract. This insurance shall be excess over any other insurance, whether primary, excess, contingent or on any other basis, that is available to the Proposer or any subcontractor covering liability for damages because of Bodily Injury or Property Damage for which the Proposer has been included as an Additional Insured. PGW, PFMC and the City of Philadelphia, and their respective officers, employees, directors, boards, commissions, and agents shall be included as Additional Insureds. The Additional Insured Endorsement(s) should also include Products/Completed Operations and “your work”. ISO Endorsement CG20 37 07 04 or equivalent should be attached to policy. A copy of the actual Additional Insured Endorsement(s) or policy wording is required.

- **Automobile Liability.** Business Automobile Liability covering all owned, non-owned and hired autos is required with limits of not less than $1,000,000 Combined Single Limit for Bodily Injury and Property Damage. Such policy must contain a "Severability of Interests" clause. PGW, PFMC and the City of Philadelphia, and their respective officers, employees, directors, boards, commissions, and agents
shall be included as Additional Insureds. A copy of the actual Additional Insured Endorsement or policy wording is required.

- Excess/Umbrella Liability. Proposer shall provide evidence of Excess/Umbrella Liability Insurance with limits of not less than $3,000,000 in Any One Claim or Occurrence. The Excess/Umbrella policy shall follow form and be excess of all underlying insurance required by this contract except Professional Liability/Errors & Omissions coverage as outlined below. PGW, PFMC and the City of Philadelphia, and their respective officers, employees, directors, boards, commissions, and agents shall be included as Additional Insureds. A copy of the actual Additional Insured Endorsement is required.

ADDITIONAL PROVISIONS

Certificates of Insurance evidencing all required coverage shall be filed with PGW prior to the commencement of work. Renewal certificates and policies, as required, shall be forwarded to Philadelphia Gas Works for as long as professional contractor performs the work as specified in this contract. All certificates and policies shall contain a provision that coverage afforded will not be canceled or materially altered until at least thirty (30) days after prior written notice has been given to PGW.

It shall be the responsibility of the Proposer to ensure that all subcontractors carry insurance of not less than coverage and limits specified herein except to the extent that PGW's Director of Risk Management may agree to lower limits on a case by case basis depending on the nature of the subcontractor’s work. Proper evidence of this compliance must be forwarded to Philadelphia Gas Works prior to the inception of any work by subcontractor.

2.12 Indemnification

The Proposer will be required in the contract to “indemnify, defend and hold harmless PGW, PFMC, the City of Philadelphia, and each of their respective officers, employees, directors, boards, commissions, 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 Proposer's act or omission or negligence or fault or the act or omission or negligence or fault of Proposer's agents, subcontractors, suppliers, employees or servants in connection with this Agreement, 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, intentional acts, failure to pay such subcontractors and suppliers, any breach of this Agreement, and any infringement or violation of any proprietary right (including, but not limited to, patent, copyright, trademark, service mark and trade secret), regardless of the negligence of PGW, PFMC, and/or the City of Philadelphia. In any and all claims, suits and actions against PGW, PFMC and the City of Philadelphia, and their respective officers, employees, directors, boards, commissions and agents, by any employee of Proposer, any subcontractor, or anyone for whose acts Proposer and its subcontractor is liable, the
indemnification obligation set forth in this section shall not be limited in any way by any limitation on the amount or type of third party damages, compensation or benefits payable by or for Proposer or any subcontractor under workers’ compensation acts, disability acts, or other employees’ benefit acts."

PGW does not indemnify.

2.13 Certificate of Non-Indebtedness

The Proposer will be required to certify and represent that Proposer and Proposer’s parent company(ies) and subsidiary(ies) are not indebted (at the time of signing of the contract) to the City of Philadelphia, PGW or PFMC (collectively the “City”), and will not 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 agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to PGW at law or in equity, Proposer acknowledges that upon any breach or failure to conform to such certification PGW shall have the right to, and may, at the option of PGW, withhold payments otherwise due to Proposer, and, if such breach or failure is not resolved to PGW’s satisfaction within a reasonable time frame as specified by PGW in writing, this will offset any such indebtedness against said payments and/or terminate this Agreement for default (in which case Proposer shall be liable for all excess costs and other damages including reasonable attorney’s fees resulting from the termination).

2.14 Non-Discrimination

Proposer shall not discriminate or permit discrimination against any person because of race, color, religion, national origin, sex or sexual orientation. In the event of such discrimination, PGW may, in addition to any other rights or remedies available under the contract, at law or in equity, terminate any contract with Proposer forthwith.


Proposer understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in any contract of Proposer with PGW or from activities or services provided under such contract. As a condition of accepting and executing such contract, Proposer shall comply with all provisions of the Americans with Disabilities Act, 42 U.S.C. §12101 et seq., and all regulations promulgated thereunder, as the Act and regulations may be amended from time to time, which are applicable (a) to Proposer, (b) to the benefits, services, activities, facilities and programs provided in
connection with this Agreement, (c) to PGW, or the Commonwealth of Pennsylvania, and (d) to the benefits, services, activities, facilities and programs of PGW or of the Commonwealth.

Without limiting the generality of the preceding sentence, Proposer shall comply with the “General Prohibitions Against Discrimination,” 28 C.F.R. §35.130, and all other regulations promulgated under Title II of “The Americans with Disabilities Act,” as they may be amended from time to time, which are applicable to the benefits, services, programs and activities provided by PGW through contracts with outsider contractors.

2.15 MacBride Principles

Proposer certifies and represents that, to the best of its knowledge, (i) Proposer (including any affiliates under its direct control) does not have, and will not have at anytime during the term of any contract with PGW (including any extension or renewal thereof), any investments, licenses, franchises, management agreements or operations in Northern Ireland and (ii) no product to be provided under any contract with PGW will originate in Northern Ireland, unless Proposer has implemented the fair employment principles embodied in the MacBride Principles.

In the performance of any contract with PGW, Proposer covenants that it will not utilize any suppliers, subcontractors at any tier (i) who have (or whose parent, subsidiary, exclusive distributor or affiliates have) any investments, licenses, franchises, management agreements or operations in Northern Ireland or (ii) who will provide products originating in Northern Ireland unless said supplier or subcontractor has implemented the fair employment principles embodied in the MacBride Principles. Proposer further covenants to include the provisions of this paragraph, with appropriate adjustments for the identity of the parties, in all subcontracts and supply agreements which are entered into in connection with the performance of any contract with PGW. Proposer covenants that it will cooperate with PGW and City's Director of Finance in any manner which PGW and the said Director deem reasonable and necessary to carry out PGW's and the Director's responsibilities under Section 17-104 of the Philadelphia Code which embodies the requirements set forth in this section. Proposer understands and agrees that any false certification or representation in connection with this section and any failure to comply with the provisions of this section shall constitute a material breach of any contract with PGW entitling PGW to all rights and remedies provided therein or otherwise available in law (including, but not limited to, Section 17-104 of the Philadelphia Code) or equity. In addition, Proposer understands that false certification or representation in connection with this section is subject to prosecution under Title 18 Pa.C.S.A. Section 4904.

2.16 Governing Laws

Any contract entered into by PGW will be executed in and shall be governed by the laws of the Commonwealth of Pennsylvania.
2.17 Certain Required Disclosures

In accordance with The Philadelphia Code Title 17 Chapter 17-400, persons and entities who wish to provide goods and services to PGW must provide certain information about contributions they have made to elected City officials or candidates for City offices. All Proposers must therefore complete Attachment E and include such completed Attachment with their proposal. Please note that the selected Proposer will be required to update such disclosure during the term of its agreement with PGW and for one year thereafter.
3 Instructions to Proposers

3.1 Proposal Preparation Requirements

3.1.1 Proposals must be prepared in English on 8 ½ x 11 inch paper with tabbed indexes separating the following seven (7) completed sections in the following order:

3.1.1.1 Tab 1: Transmittal letter.

3.1.1.2 Tab 2: Scope of Work. A proposed and detailed scope of work satisfying the objectives, tasks and deliverables outlined in this document and its appendices and identify all associated assumptions. Any areas that are beyond the scope of work should be clearly identified.

3.1.1.3 Tab 3: Proposal Pricing.

3.1.1.4 Tab 4: Completed Section 4 (Proposer Information) of this RFP. All Proposals must include the following information and be signed (at the end of Section 4) as follows:

3.1.1.4.1 If the Proposal is made by an individual, the Proposal must be signed by the individual, the individual's full name must be typed or printed under the signature line and the Proposal must include the individual's mailing address.

3.1.1.4.2 If the Proposal is made by a partnership, the Proposal must:

a) be signed by at least one of the general partners with authority to bind the partnership and the name of the general partner must be typed or printed under the signature line;

b) include the name and mailing address of the partnership; and

c) attach a copy of the partnership agreement, or other document authorizing the general partner to sign the Proposal to bind the partnership;

3.1.1.4.3 If a corporation makes the Proposal, the Proposal must:

a) be signed by the president or vice president of the corporation, and the secretary or treasurer must attest the signature and the names of the corporate officers must be typed or printed under the signature lines;
b) include the name and mailing address of the corporation; and

c) attach a copy of the corporation’s by-laws or a corporate resolution authorizing the corporate officer signing the Proposal to bind the corporation.

3.1.1.4.4 If the Proposal is made by a joint venture, the Proposal must:

a) be signed by all joint venture partners and the names of the joint venture partners must be typed or printed under the signature lines;

b) include the name and mailing address of the joint venture; and

c) attach a copy of the joint venture agreement or other documentation signed by each member of the Joint Venture and, if applicable, any documentation necessary to show that the individuals signing on behalf of each joint venture partner are authorized to bind the joint venture.

3.1.1.5 **Tab 5**: Qualification and Experience of Proposer. Proposers are strongly encouraged to list experience providing similar services.

3.1.1.5.1 Provide the names and resumes of the account manager who will manage PGW’s account, and sample resumes for technicians who will be servicing Proposer’s equipment on PGW premises;

3.1.1.5.2 Indicate whether the individual is a full time employee of Proposer’s organization (and if so for how long) or a subcontractor. If the individual is a subcontractor, list the engagements (and the particular responsibilities on each engagements) that the subcontractor has previously worked for Proposer;

3.1.1.5.3 For each individual that would be managing services to be provided hereunder, provide a reference list with phone numbers.

3.1.1.6 **Tab 6**: Completed Attachments D and E.

3.1.1.7 **Tab 7**: Attachment C.
3.1.2 One (1) original Proposal, one (1) copy and one (1) CD containing a searchable PDF readable by Adobe Reader 7.0 or higher of the proposal, must be submitted in a sealed envelope or envelopes addressed to PGW Procurement Department, Philadelphia Gas Works, 800 W. Montgomery Avenue, Philadelphia, Pennsylvania 19122. The name and address of the Proposer must also appear on the face of the envelope. The PDF file name should be as follows: PROPOSER_RFP_#####.PDF where Proposer is your company name and #### is the PGW RFP id number.

3.1.3 Failure to answer all questions completely and furnish all information required in these Proposal Documents may result in disqualification of the Proposer. PGW reserves the right to thoroughly investigate the financial status and experience of the Proposer.

3.1.4 It shall be the responsibility of the Proposer to deliver the Proposal and all other required items to the location specified in Section 1 of these Proposal Documents on or before the due date and time set forth in Section 1.

3.1.5 Oral communications from PGW personnel or other persons shall not be binding on PGW and shall in no way modify the provisions of the Proposal Documents. Official responses of PGW to inquiries regarding these Proposal Documents shall be issued by PGW in writing as addenda, and only such written responses shall be binding on PGW as modifications to these Proposal Documents.

3.2 Duration of Proposal

In consideration of PGW’s evaluation of the submitted Proposals, each Proposer agrees that its Proposal shall be a firm offer to PGW, and shall remain open for acceptance by PGW for a period of at least one hundred and fifty (150) days beginning with the submission due date set forth in Section 1 of these Proposal Documents, as may be revised by addenda.

3.3 Proposer’s Responsibility

The Proposer shall carefully examine the terms of the Proposal Documents and shall judge for itself all of the circumstances and conditions affecting its Proposal. PGW will endeavor to present accurate information, but Proposers are advised to independently verify the accuracy of any information received.
4 Proposer Information

4.1 Proposer
Submitted by:

[Please type or print]

Name: 

Address: 

Telephone: 

Facsimile: 

The undersigned Proposer hereby submits to PGW this Proposal as described herein and in the attached documents.

4.2 Qualifications Statement

The Proposer represents and covenants that the Proposer is fully qualified to provide the requested services to PGW. The undersigned further swears and affirms that the information contained in this response is true, accurate and complete.

4.3 Business Experience

4.3.1 The following describes other points of service by Proposer and the companies for whom the services were provided. Proposer should include a reference contact at the described companies, and this contact should have direct, specific responsibility
for the oversight of the program. In particular, the Proposer should describe all experience with projects similar to this project.

4.3.2 The Proposer has operated under its current name since ____, a period of _________ years, and the Proposer (if such be the case) formerly operated under the following name:

________________________________________________________.
4.3.3 Proposer must attach the resume of the manager which it anticipates will be the contact for the services required by this RFP.

4.3.4 The Proposer submits herewith the following list of three (3) persons or businesses, which have knowledge of the Proposer's ability to successfully perform the services for which this Proposal is submitted and which are located within the Philadelphia metropolitan area.

REFERENCE NO. 1

Name: ________________________________

Firm: ________________________________

Title: ________________________________

Address: _____________________________

Telephone: __________________________

Facsimile: ___________________________

Nature of Association: __________________

REFERENCE NO. 2

Name: ________________________________

Firm: ________________________________

Title: ________________________________

Address: _____________________________

Telephone: __________________________

Facsimile: ___________________________

Nature of Association: __________________
REFERENCE NO. 3

Name: ____________________________________________________________

Firm: _____________________________________________________________

Title: ____________________________________________________________

Address: _________________________________________________________

Telephone: _______________________________________________________  

Facsimile: _________________________________________________________

Nature of Association: _____________________________________________

4.3.5 The Proposer has not had an agreement canceled or terminated due, in whole or in part, to the fault of Proposer, or a default or breach of contract on the part of the Proposer. (If a contract or agreement has been canceled, please explain.)

4.4 Financial Information

4.4.1 If the Proposer requests that PGW receive and maintain any of the following financial information in confidence, the Proposer understands that such information may not be exempt from disclosure under the Philadelphia Home Rule Charter and/or the Commonwealth Right to Know Act. The Proposer agrees that PGW may make such disclosure or reproduce such financial information as is deemed necessary or convenient by PGW, its officers, agents, or employees, for PGW’s use in Proposal evaluation and comparison; provided, however, that if any person makes a request as contemplated by the Philadelphia Home Rule Charter and/or Commonwealth Right to Know Act to review or be provided with copies of such financial information or any part thereof, and PGW denies such requests, immediately upon notification thereof, the Proposer shall, at its sole cost and expense, defend PGW and its officers, agents, and employees against any action resulting from denial of such request. If the Proposer fails to promptly provide such defense, PGW, its officers, agents, and employees shall be free to grant such requests, and the Proposer shall be deemed to have waived any cause of action, whether in law or in equity, that it may have against PGW respecting such disclosure. The Proposer agrees to indemnify and hold harmless PGW, its officers, agents, and employees from any and all claims, costs, liabilities or damages, including attorney’s fees and court costs resulting from PGW’s or Proposer’s acts or omissions pursuant to this Paragraph.
4.4.2 The Proposer has ( ) has never ( ) [check one] had a bond or surety canceled or forfeited. (If the Proposer has had a bond or surety canceled, state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.)

4.4.3 The Proposer has ( ) has never ( ) [check one] been adjudged bankrupt (Chapter 7), or petitioned the court for relief under the Bankruptcy Code or Act for either business reorganization (Chapter 11) or the Wage Earner’s Plan (Chapter 13). If the response is in the affirmative, provide the following information:

4.4.3.1 Date petition filed

4.4.3.2 Case No. and jurisdiction

4.4.3.3 Amount of liabilities and debts

4.4.3.4 Date of discharge or successful completion of reorganization or wage earner’s plan

4.4.4 The Proposer’s bank references are:

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.4.4.1</td>
<td></td>
</tr>
<tr>
<td>4.4.4.2</td>
<td></td>
</tr>
<tr>
<td>4.4.4.3</td>
<td></td>
</tr>
</tbody>
</table>

The undersigned herewith submits a letter from ________________ indicating that the Proposer has an (name of financial institution)

available working line of credit of no less than ________________ Dollars ($____________), or other evidence of Proposer’s capital sufficient to permit it to meet the obligations contemplated by its Proposal.

4.4.5 The undersigned hereby affirms that the Proposer is authorized to conduct business in the Commonwealth of Pennsylvania, and City of Philadelphia, or will obtain proper authorization to do so before executing an agreement and furnishing the required bond or letter of credit, if any.
4.5 General Litigation Disclosure

Proposer must describe any pending, contemplated or ongoing administrative or judicial proceedings material to Proposer’s business, finances or products including, but not limited to, any litigation, consent orders, debarment or contracts with any local, state or federal regulatory agency issued to Proposer or to any parent or subsidiary of Proposer:

________________________________________________________________________
________________________________________________________________________
_______________________________________________________________________.

4.6 Business Organization Statement

4.6.1 General Information

Name of Firm [Exactly as it would appear on an agreement; if operating under a fictitious name, so indicate.]

________________________________________________________________________

Principal Office Address:

________________________________________________________________________

Telephone Number:

________________________________________________________________________

Form of Business Entity [check one]

( ) Corporation
( ) Partnership
( ) Individual
( ) Joint Venture
4.6.2 Corporation Statement

If a corporation, answer the following:

Date of incorporation: ______________________________________

Location of incorporation: ____________________________________

Is the corporation authorized to do business in Pennsylvania? Yes (   )  No (   )

If so, as of what date? ______________________________________

The corporation is held: Publicly (   ) Privately (   )

Furnish the name, title, and address of each director and officer of the corporation.

<table>
<thead>
<tr>
<th>DIRECTORS</th>
<th>Principal Business Affiliation Other than Proposer's Directorship</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Address</td>
</tr>
<tr>
<td>1.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td></td>
</tr>
</tbody>
</table>
## SHAREHOLDERS

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Number of Shares Owned</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
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<tr>
<td>4.</td>
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<td>5.</td>
<td></td>
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<tr>
<td>6.</td>
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<td>7.</td>
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<tr>
<td>8.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## OFFICERS

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
</tr>
</tbody>
</table>
4.6.3 Partnership Statement

If a partnership, answer the following:

Date of organization: ____________________________

General Partnership ( )       Limited Partnership ( )

Partnership Agreement recorded? Yes ( ) No ( )

<table>
<thead>
<tr>
<th>Date</th>
<th>Book</th>
<th>Page</th>
<th>County</th>
<th>State</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Has the partnership done business in Pennsylvania? Yes ( ) No ( )

When? ____________________________

Name, address, and ownership share of each general partner owning more than five percent (5%) of the partnership:

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>% of Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
4.6.4 Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: _______________________________________

Joint Venture Agreement recorded?  Yes (   )  No (   )

Date  Book  Page  County  State

Has the Joint Venture done business in Pennsylvania?  Yes (   )  No (   )

When?  __________________________

Name, address of each Joint Venturer and percent of ownership of each:

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>% of Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
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<tr>
<td>3.</td>
<td></td>
<td></td>
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<tr>
<td>4.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4.7 Warranties by Proposer

4.7.1 The Proposer’s Proposal has been completed to the best of the Proposer’s ability, and the Proposer swears that all information contained herein is true, correct and complete to the best of the Proposer’s knowledge, information and belief.
4.7.2 By submission of this Proposal, the Proposer acknowledges that PGW has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the Proposal, and Proposer authorizes the release to PGW of any and all information sought in such inquiry or investigation.

4.7.3 The Proposer declares by the submission of this Proposal that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal, and has not directly or indirectly colluded or agreed with any Proposer or anyone else to put in a sham Proposal or to refrain from proposing; that the Proposer has not directly or indirectly sought by agreement or communication to secure any advantage against PGW; anyone interested in the Proposal as principal are named within the Proposal; that all statements contained in the Proposal are true; that the Proposer has not directly or indirectly divulged information or data relative to the Proposer’s Proposal to any other person, partnership, corporation, or association, except to such person or persons as have a direct financial interest in the Proposer’s general business.

The foregoing Proposal is hereby submitted by the entity signing below in accordance with all terms and conditions as set forth in the Request for Proposals issued by PGW.

PROPOSER:

DATE: ______________________

(Corporate Seal if Applicable)

_________________________

Name of Proposer

By: ______________________

(signature)

Name: 
Title: 

Attest: ______________________

(signature)

Name: 
Title: 

[Add signature lines as necessary below.]
5 Proposal Evaluation, Negotiation and Contract Award

5.1 Disqualification of Proposers

5.1.1 If more than one Proposal is received from any individual, firm, partnership, corporation, or association, under the same or different names, said Proposals will not be considered. Reasonable grounds for believing that any Proposer has an interest in more than one Proposal will cause the rejection of all Proposals in which such Proposer is interested. If there is reason to believe that collusion exists among Proposers, none of the participants in such collusion will be considered. Similarly, unsolicited proposals may not be considered.

5.1.2 No Proposal shall be received from, or contract awarded to, any PGW or City employee or official who may have any direct or indirect interest in such submitted Proposal or contract.

5.2 Qualification of Proposers

5.2.1 PGW will carefully consider the Proposer’s qualifications, proposed financial consideration, experience, financial responsibility proposed scope of services, and timeline in evaluating each Proposal. In PGW’s evaluation, the Proposal as a whole may bear more weight than the individual parts of the Proposal.

5.2.2 Following PGW’s review of the submitted proposals, PGW may select one or more Proposers with which to negotiate. PGW shall notify Proposer(s) of selection for negotiations. The date that the Proposer’s receipt of the notification is confirmed by PGW, is referred to herein as the “Notification Date.”

5.2.3 Respondents to this RFP are subject to Philadelphia Code (Chapter 20-600) and the Pennsylvania Ethics Act (65 P.S. Section 401 et.seq.) All respondents are required to disclose any potential conflict caused by PGW or City employees having a financial interest in the entity entering into a contract or agreement with PGW.

5.3 General Reservation of Rights

5.3.1 This RFP and the process it describes are proprietary to PGW and are for the sole and exclusive benefit of PGW. No other party, including any respondent to this RFP or future Proposer to any RFP which may be issued by PGW, 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 PGW, or any authorized agent of PGW and any materials submitted or ideas elicited in response to this RFP shall be the sole and absolute property of PGW with PGW having title thereto and unrestricted use thereof.
5.3.2 PGW reserves the right to reject as informal or non-responsive any Proposal that, in PGW’s sole judgment, is incomplete, is not in conformity with applicable law, is not responsive to this RFP, or contains ambiguities or services not called for by this RFP.

5.3.3 Without limiting the generality of any other provision of this RFP, PGW reserves the right, at any time prior to execution of an agreement with the successful Proposer, to exercise all or any of the following rights and options, which rights and options PGW may exercise to the extent that PGW, in its sole discretion, deems to be in its best interests:

5.3.3.1 To request additional or supplemental information (including but not limited to information inadvertently omitted by any Proposer in response to this RFP) from any or all Proposers;

5.3.3.2 To accept or reject, at any time prior to its execution of an agreement, any or all Proposals or any part thereof submitted in connection with this RFP;

5.3.3.3 To accept or reject any or all of the items in any Proposal and award the contract in whole or in part if it is deemed in PGW’s best interest to do so;

5.3.3.4 To waive any informality, defect, non-responsiveness, or derivation from this RFP that is not, in PGW’s sole judgment, material to the Proposal;

5.3.3.5 To negotiate unacceptable provisions incorporated within an otherwise acceptable Proposal submitted in response to this RFP;

5.3.3.6 To reject without evaluation any Proposal that is incomplete, unclear, conditional, or which contains irregularities of any kind;

5.3.3.7 To reject any Proposal that in the sole discretion of PGW is not in the best interest of PGW;

5.3.3.8 To re-issue this RFP without change or modification;

5.3.3.9 To issue a subsequent RFP for this project with terms and conditions that are substantially different from the terms and conditions set forth in this RFP;

5.3.3.10 To cancel this RFP with or without issuing another RFP;

5.3.3.11 To supplement, amend, substitute, or otherwise modify this RFP at any time prior to execution of a final agreement with a Proposer;
5.3.3.12 To reject the Proposal of a Proposer that, in PGW’s sole judgment, has been delinquent or unfaithful in the performance of any contract with PGW, or is financially or technically incapable of performing the services required in this RFP, or is otherwise not a responsible Proposer;

5.3.3.13 To permit or reject, at PGW’s sole discretion, amendments (including information inadvertently omitted), modifications, alterations and/or corrections of Proposals by some or all of the Proposers following Proposal submission;

5.3.3.14 To request that some or all of the Proposers modify Proposals or provide additional information following evaluation by PGW;

5.3.3.15 To conduct such investigations as PGW considers appropriate with respect to the qualifications of any Proposer and/or any information contained in any Proposal;

5.3.3.16 To request clarifications of any unclear Proposal;

5.3.3.17 To negotiate simultaneously, or otherwise, with one or more Proposers;

5.3.3.18 To discontinue and resume negotiations with one or more Proposers;

5.3.3.19 To rescind its rejection of any Proposal(s) and negotiate (or resume negotiations) with a previously rejected Proposer;

5.3.3.20 To not proceed with the process described in this RFP, or to change any time schedules set forth herein;

5.3.3.21 To not enter into an agreement pursuant to this RFP.

5.3.4 PGW intends to enter into contract negotiations with the selected Proposer. However, PGW reserves the right to terminate any negotiations at any time or conduct simultaneous, competitive negotiations with multiple Proposers. PGW reserves the right to negotiate acceptable terms in an otherwise unacceptable Proposal. Such negotiations may result in changes to material terms of this RFP; in such event, PGW shall not be obligated to inform other Proposers of the changes, or permit them to revise their Proposals accordingly, unless PGW, in its sole discretion, determines that doing so and permitting such is in PGW’s best interest. Should negotiations not prove satisfactory with the recommended Proposer(s), PGW reserves the right to discontinue negotiations with the recommended Proposer(s) and additional firms may be asked to enter into negotiations or PGW may solicit new Proposals or issue a new Request for Proposals.
5.4 Award

5.4.1 PGW intends to award the agreement to the Proposer whose Proposal best satisfies the scope of services described in Section 2 and is otherwise in the best interest of PGW. The determination of award shall be made by PGW, in its sole discretion, which decision shall be final. PGW may employ such analysis techniques and professional consultants for Proposal evaluation as it deems necessary. PGW may request submission of additional information to assist it in evaluating a Proposal, and the Proposer shall cooperate fully with such request. The contract resulting from this RFP will be awarded to the qualified Proposer whose Proposal PGW believes will be the most advantageous to PGW. PGW may condition an award on the successful Proposer’s agreement to such terms and conditions as required by PGW including, but not limited to, PGW’s indemnification.
ATTACHMENT A. Current Equipment and Locations

<table>
<thead>
<tr>
<th>Model</th>
<th>Qty</th>
<th>Description</th>
<th>PPM</th>
<th>Copies 2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADVC5035</td>
<td>35</td>
<td>Color Copier</td>
<td>35</td>
<td>2,001,406</td>
</tr>
<tr>
<td>ADVC5045</td>
<td>19</td>
<td>Color Copier</td>
<td>45</td>
<td>1,691,397</td>
</tr>
<tr>
<td>ADVC5051</td>
<td>3</td>
<td>Color Copier</td>
<td>51</td>
<td>401,325</td>
</tr>
<tr>
<td>IR1025</td>
<td>25</td>
<td>Fax B&amp;W</td>
<td>25</td>
<td>275,166</td>
</tr>
<tr>
<td>IRC2550</td>
<td>17</td>
<td>Color Copier</td>
<td>25</td>
<td>578,073</td>
</tr>
<tr>
<td>Totals</td>
<td>99</td>
<td></td>
<td></td>
<td>4,947,368</td>
</tr>
</tbody>
</table>

Locations

**Corporate Headquarters**

<table>
<thead>
<tr>
<th>Location</th>
<th>Qty</th>
</tr>
</thead>
<tbody>
<tr>
<td>1800 N 9TH ST FL 1</td>
<td>2</td>
</tr>
<tr>
<td>1800 N 9TH ST FL 2</td>
<td>9</td>
</tr>
<tr>
<td>1800 N 9TH ST FL 3</td>
<td>7</td>
</tr>
<tr>
<td>1800 N 9TH ST FL 4</td>
<td>8</td>
</tr>
<tr>
<td>1800 N 9TH ST FL 5</td>
<td>2</td>
</tr>
<tr>
<td>1800 N 9TH ST FL 6</td>
<td>2</td>
</tr>
<tr>
<td>1800 N 9TH ST Radio Shop</td>
<td>1</td>
</tr>
<tr>
<td>1849 N 9TH ST FL 1</td>
<td>2</td>
</tr>
<tr>
<td>1849 N 9TH ST FL 2</td>
<td>1</td>
</tr>
<tr>
<td>2000 N 9TH ST</td>
<td>1</td>
</tr>
<tr>
<td>800 W MONTGOMERY AVE FL 1</td>
<td>5</td>
</tr>
<tr>
<td>800 W MONTGOMERY AVE FL 2</td>
<td>7</td>
</tr>
<tr>
<td>800 W MONTGOMERY AVE FL 3</td>
<td>12</td>
</tr>
<tr>
<td>800 W MONTGOMERY AVE FL 4</td>
<td>7</td>
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</table>

**District Offices**

<table>
<thead>
<tr>
<th>Location</th>
<th>Qty</th>
</tr>
</thead>
<tbody>
<tr>
<td>1137 CHESTNUT ST</td>
<td>2</td>
</tr>
<tr>
<td>1337 W ERIE AVE</td>
<td>2</td>
</tr>
<tr>
<td>1601 S BROAD ST</td>
<td>2</td>
</tr>
<tr>
<td>210 W CHELTEN AVE</td>
<td>2</td>
</tr>
<tr>
<td>4410 FRANKFORD AVE</td>
<td>2</td>
</tr>
<tr>
<td>5230 CHESTNUT ST</td>
<td>2</td>
</tr>
</tbody>
</table>

**Gas Production & Storage**

<table>
<thead>
<tr>
<th>Location</th>
<th>Qty</th>
</tr>
</thead>
<tbody>
<tr>
<td>3100 E VENANGO ST</td>
<td>5</td>
</tr>
<tr>
<td>3100 E VENANGO ST - 2ND FLOOR (STAIRS)</td>
<td>1</td>
</tr>
<tr>
<td>3100 PASSYUNK AVE – 2ND FLOOR (STAIRS)</td>
<td>1</td>
</tr>
<tr>
<td>3100 W PASSYUNK AVE</td>
<td>6</td>
</tr>
<tr>
<td>Location</td>
<td>Quantity</td>
</tr>
<tr>
<td>----------------------</td>
<td>----------</td>
</tr>
<tr>
<td>3101 E VENANGO ST</td>
<td>2</td>
</tr>
<tr>
<td>Outlying Stations</td>
<td></td>
</tr>
<tr>
<td>2430 S 28TH ST</td>
<td>2</td>
</tr>
<tr>
<td>5138 BELFIELD AVE</td>
<td>2</td>
</tr>
<tr>
<td>8301 CASTOR AVE</td>
<td>2</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>99</strong></td>
</tr>
</tbody>
</table>
ATTACHMENT B. Multifunctional Output Device Specifications

1. Basic Specifications

A. Low Volume Solutions

Copy/Print/Scan/Fax
20 to 25 ppm/print/copy speed
2nd telephone line option

B. Mid-range Volume Work Group Solutions*

Copy/Print/Scan/Fax
30 to 45 ppm/print/copy speed
Dual Meters for color copiers (one for black & the other for color)

*Furnish same in Color/Black & White Combination Unit

C. High-volume Departmental Solutions

Copy/Print/Scan
50 to 65 ppm/print/copy speed

NOTE: PGW Electrical Requirements for this Equipment is 15 AMP/110 Voltage.

2. General Specifications

A. Document Handler with capability of handling up to 50 sheets
B. Throughput must handle 8½ x 11, 8½ x 14, 11 x 17, capacity for multiple paper weights index
C. Must have high capacity feeder as an option (letter & legal size)
D. Must have in line automatic stapler/finisher option
E. Concurrency
F. PCL/Postscript network print options
G. Microsoft Windows Hardware Quality Labs (WHQL) certifications

3. Copy and Walkup Specifications

A. Dedicated hard disk storage for copy pre-collation memory
B. 1:1, 1:2, 2:2, 2:1 copying
C. 1-999 quantity
D. 600 x 600 dpi
E. Text, auto, photo original settings, image auto rotation (90 – 270), edge erase, screening, image shift, auto centering, lighter/darker contrast background suppression, sharpness control, 25% - 400% zoom in 1% increments
F. Auto paper select, auto reduce/enlarge with selected paper size, auto registration, auto tray switching, automatic job recovery, booklet creation, multi-up, transparency dividers (printed or blank), job build, job interrupt, sample set, mixed size originals

4. Print Specifications

A. An adequate processor to print at full speed. Minimum 366 to 700 MHz processor (or better) embedded print controller
B. 256 MB RAM memory
C. Dedicated Hard Drive System disk
D. Adobe PostScript 3, PCL5 PCL 5e, PCL6, Tiff, PDF
E. 600 x 600 dpi
F. Concurrency and Auto Switching
G. Secure print, sample set, booklet creation, paper selection by attribute (color, size, etc.), watermark, cover selection, transparency interleaf, multi-up (secure print prevents unauthorized viewers from seeing documents by holding jobs in the print queue until the user is authenticated)
H. Ethernet 100BaseT/10BaseT, IEEE 1284
   Network Protocols: TCP/IP: Internet Printing Protocol, DHCP, SNMP, Novell iPrint (via RAW or LPR), LPR
   Fonts: Adobe PostScript 3: 136 Adobe PostScript Type 1 fonts, PCL 6:
J. Print Drivers: Both Adobe PostScript 3 and PCL for Windows XP, Windows 7, 2000

5. Scan Specifications

A. Up to 600 x 600 dpi resolution and up to 11 x 17 images scanned
B. SMTP, MIME encoded network protocols
C. Network protocol: FTP via TCP/IP, SMTP
D. File formats: single or multi-page TIFF 6.0 with G4/MMR compression and PDF
E. Scan to network server; scan to application (workflow, EDMS), scan to Microsoft Exchange Public Folders, scan to PDF and scan to desktop
F. Scan to e-mail using MAPI or SMTP.

6. Optional Fax Server Integration

A. Seamless Integration with MS Exchange.
B. Automatic routing to recipient mailboxes
C. Direct faxing support for MS Outlook 2003
D. Outlook Address Book integration
E. Delayed send
F. Resolution selection for fine and standard
G. Image quality selection (normal, text, halftone, photo, background suppression.
H. Printing on 1 or 2 sides, staple on/off, number of copies, collate on/off, secure print on/off
I. Ability to work with the T.38 Real Time facsimile transmission speed
J. Capability of utilizing Fax over Internet Protocol standards.
K. Role based management capabilities for administrative access to all faxes sent and received globally (global administrator) and by department (department administrator).

7. **Walk-up Fax with Network LAN Fax Specifications**

A. Compatibility with ITU (CCITT) Group 3 quality/resolution of 400 x 400
B. V.34 modem: 33.6 bps with MMR, MR, and MH
C. Fax send requirements: automatic cover sheets, auto fax transmission reduction, page by page job status at machine, fax from platen, delay start, automatic memory resend, priority send, broadcast fax
D. Fax reports: activity report, broadcasting, dial directory, transmission confirmation, pending fax
E. Auto Dialing: at least 200 speed dials, batch send, auto redial, 10 groups with 20 recipients per group
F. Network (LAN) Faxing: Fax phonebook for individuals and groups, cover page with sender and recipient information, resolution choice up to 400 x 400, confirmation report, force 4800 bps speed (Lightning Fax)

8. **Service and Support Specifications**

A. Accountability: should have one service provider for hardware service and support on all components of the proposed solution (no subcontracting).
B. Response time: PGW requires 4 hour onsite response time during regular business hours (Monday-Friday 8:00 AM to 4:30 PM). PGW would prefer 24/7 diagnostic remote support.
C. Resolution time: Provide problem resolution within one business day.
D. Mean Time to Repair (MTTR): PGW requires a next business day repair time during regular business hours (Monday-Friday 8:00 AM to 4:30 PM). MTTR includes part lead times, administrative delays, and technician transportation delays, etc. MTTR is meant to be a measure of the mean time between the point at which the failure is first discovered by the proposer’s technician until the point at which the equipment returns to operation
E. Provide annual training to PGW’s help desk personnel on submitting tickets via proposer’s on-line portal.
F. Provide training and resources to ensure that PGW’s help desk successfully pre-qualifies calls.
G. Ensure that printers and MFPs are provided with the appropriate supplies (toner, drums, etc.) onsite. Inventory/parts kept on site. Maintain inventory/parts levels.
H. Provide onsite preventive maintenance and repair services, hands-on services as well as remotely provided ones
I. Provide asset optimization and supplies management
J. Support large, centralized sites as well as small, distributed offices
K. Provide quarterly reviews of usage and service levels
L. Provide tools for monitoring and managing the output fleet at the user level. These should include personal printer, copy and fax usage monitoring.
M. Ensure minimal downtime (8 hours) for non-operating equipment. Consider floaters located at PGW to meet SLA.
N. Perform periodic review of efficient utilization of devices based on monthly usage patterns and make suggestions to up- or downgrade equipment wherever appropriate.

O. Provide data security kit service options such as:
   - Encrypts all data prior to being stored in DRAM
   - Encrypts all data stored on the hard drive
   - DRAM is cleared after copy, scan, and print use
   - Runs automatically without user initiation
   - Provides overwriting routines to make deleted data irretrievable

P. Provide end of life hard drive recommendations (data security) along with associated costs for example:
   1. Hard drive data is overwritten
   2. Hard drive is erased and the disk drive reformatted.
   3. Hard drive is replaced and PGW is given the hard drive.

9. **Account Management Specifications**

Vendor must provide the following account management functions:

A. **Database Management:** Maintain a database of all the equipment on the PGW contract. This data includes models, serial numbers, install dates, locations, key operators, monthly equipment charge, equipment monthly volume, etc.

B. **Meter Readings:** Perform electronic meter readings (real time) on all equipment for purposes of monthly billing and copy volume management reports. Provide a monthly Excel spreadsheet with the breakdown of black & white and color copy counts per machine.

C. **Communications:** Provide personnel to order equipment and supplies, provide information, assist with client issues/concerns and special requests.

D. **Communicate with all vendor personnel (i.e., sales, equipment delivery personnel, Customer Service Technicians, analysts, trainers, order processors, management, etc) to insure minimal problems with all equipment transactions.**

E. Provide management reports without additional charge which may include the following:
   1. Copy volume by serial number, on monthly, quarterly, year to date and contract to date basis.
   2. Equipment uptime/service reports
   3. Respond to special reporting requests for information by PGW Management.
   4. Service Level Agreement and Resolution Time monthly, quarterly and annually.

F. **Order Processing:** Process orders/requests and keep client informed of status for new equipment, relocations, upgrades, replacements, network connection and training, etc.

G. Provide a consolidated single invoice for monthly billing that is broken down by sites/locations and departments, serial numbers, models, rental fees, copies, costs per copy with a single point of contact for all devices.

H. **Provide and administer interim customer satisfaction surveys every quarter.**

I. **Provide and administer a comprehensive survey of all users once a year.**

J. **Insure an adequate level of supplies onsite at PGW for workgroup machines.**
K. Provide recommendations that will reduce cost and improve productivity.

L. Advise whether to pool minimum monthly page allowances across comparable equipment in the same fleet.

M. No charges for redeploying underutilized equipment in locations where it is really needed.

N. Allow trade off monthly minimums against per-page costs.

O. Deliver billing in mediums such as PDF, Excel, email, via a secure Web download, etc.

P. Resolve billing errors and disputes within 2 business days with minimal hassle.

10. PaperCut Integration

PGW utilizes a printer accounting software called Papercut-MF (http://www.papercut-mf.com). This software supports tracking and control of print and copy jobs with various MFD manufacturers. Additional features are least cost routing, load-balancing and many more. The proposers multifunction devices should integrate with PaperCut, thus enabling the tracking and billing for walk-up copier and printer usage. Integration via the Papercut API directly at the MFD Terminal (not an external Alpha Terminal) is highly desired.

PaperCut will be used to manage:

- User access rights based on function e.g. employees, and accounts
- "Off the glass" copy quota's, charges and per page costs
- Tracking of Print jobs and of the glass copying
- Secure print release at the copier
- Device access via PGW employee access cards
- Reporting of print and copy usage throughout PGW

The reasons that Papercut is PGW’s preferred solution are the existing investment, low ongoing maintenance costs, and the fact that the software support devices of multiple manufacturers, thus not locking PGW into a specific hardware platform.
ATTACHMENT C. Proposer Questionnaire

A. Contact Information
1. What are the corporate address, mailing address and phone numbers of your company’s main offices?
2. Who in your sales organization will be our primary contact during the proposal evaluation process? Provide their direct phone and fax numbers and an address if different from the one above.
3. Who in your organization is authorized to negotiate a contract with PGW? Provide their name, direct phone and fax numbers.
4. Who else in your organization – executives, users, and technical evaluators – might the PGW evaluation team come in contact with? Provide names, titles and phone numbers.

B. Locations
1. Provide locations of service centers and parts depots that will be utilized to support services provided under this RFP. Indicate the number of trained technicians at each such location.

C. Proposer Qualification Requirements
1. Staffing and Organization
   A. Explain who would work on the account and whether they are your employees or whether they are subcontracted out.
   B. Identify who will be responsible for contract administration.
   C. Describe your complaint resolution and escalation process.

2. Reports
   A. Provide samples of your standard productivity and volume reports pertaining to equipment provided under this RFP.
   B. Are you able to customize reports to meet PGW’s needs? Explain and provide examples.

3. Needs Assessment
   A. Provide an example of a needs assessment (as required herein) that has been provided for another customer.

4. Other
   A. Can you provide centralized and decentralized billing and summary reports to PGW’s management?
   B. Describe your approach to customer service.
   C. Do you offer customer satisfaction guarantees? If so, please explain.
   D. How do you measure/survey customer satisfaction?
   E. Please provide a description of your customer service functions.
   F. How are customer service quality standards measured?
   G. What is your company’s philosophy about document management?
   H. Outline your company’s approach to equipment support and response times.
   I. Do you have a documented implementation plan? Please provide your process documentation.
J. Does your company offer any options regarding ownership and transfer of equipment?

K. Identify PGW resources (if any) required for the successful installation and implementation of the proposed equipment.

L. Identify logistical requirements (if any), for your personnel while at PGW.

M. Produce an installation and implementation project plan that includes a timeline from date of contract finalization. Delivery time, installation time, training time, etc. must be specified in the timeline. The project plan must identify all tasks associated with the installation and implementation including, but not limited to, any interface or integration tasks that are the responsibility of another vendor or PGW personnel.

N. Please indicate costs associated with equipment moves from one PGW location to another for all devices proposed. Also include response times and explain vendor policy on moving equipment.

O. Please describe the financial methods for how your company will handle sales and new product additions.

P. Present your company’s end of lease or rented options.

Q. List any additional hardware (Desktops/Servers) requirements for any management or support software (e.g. Scanning or Reporting).

R. Please indicate whether you offer 24/7 diagnostic remote support.

S. Describe your escalation process to manage your service levels.

T. Detail your policy on moving equipment from one PGW location to another and include response times for any such moves.
ATTACHMENT D. DEMOGRAPHIC SURVEY

A key tenet of PGW’s practice of good corporate citizenship is its commitment to the use, non-discrimination against and development of qualified minority, disabled and women vendors and to non-discrimination in employment.

In an effort to insure the full inclusion of all segments of the American population, PGW is requesting that the following information be returned with your proposal:

A. Does your organization have a written program which addresses the utilization of minority business enterprises (MBE), disabled business enterprises (DBE) and women enterprises (WBE) in the manufacturing, distribution of servicing of your product(s)? If so, please furnish a copy of your program. Please provide statistics of MBE, DBE and WBE in (1) manufacturing, (2) distribution, and (3) service for the past two years.

YES □ NO □

COMMENTS: ____________________________________________________________

________________________________________________________________________

________________________________________________________________________

B. Does your organization foster economic growth and development by providing procurement opportunities to MBE/DBE/WBE firms as material suppliers, contractors, sub-contractors, etc? If so, please furnish a copy of your company policy or directive.

YES □ NO □

COMMENTS: ____________________________________________________________

________________________________________________________________________

________________________________________________________________________

C. Does your organization have an Affirmative Action Equal Employment Opportunity Policy? If so, please furnish a copy of this policy.

YES □ NO □

COMMENTS: ____________________________________________________________

________________________________________________________________________

________________________________________________________________________
D. Please furnish data depicting the composition of your work force by ethnic group and gender and their appropriate titles/job classifications.

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<th>TITLE CLASS</th>
<th>ETHNIC GROUP</th>
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This information is for PGW use only and will be held in the strictest confidence. As a socially responsible corporation, PGW seeks to insure that its business partners are committed and dedicated to the practice of including all segments of the American population in their business practices. Accordingly, the information requested above must be provided or your proposal may be rejected as non-responsive.

If the information was provided to PGW within the past twelve months, please check here: ☐

Signature: __________________________
Title: ______________________________
Name of Firm: ________________________

(Please Print)
ATTACHMENT E. REQUIRED 17-1400 DISCLOSURE

In accordance with the City of Philadelphia’s contract reform legislation, codified as The Philadelphia Code Title 17 Chapter 17-1400, persons and entities who wish to provide goods and services to PGW must provide certain information about contributions they have made to elected City officials or candidates for City offices. Please note that, if selected, you will be required to update such disclosure during the term of your agreement with PGW and for one year thereafter.

Therefore, the following information must be provided to PGW:

1. Did you use any consultant with respect to this RFP or the contract at issue within the prior one year period? If so, you are required to list (in an attachment hereto) the following information for each such consultant: (i) name, (ii) business address, (iii) business phone number and (iv) amount paid or to be paid.

   As used herein, the term “consultant” means any person or entity used to assist you in obtaining a contract through direct or indirect communication with the City, PGW, any City Agency or any officer or employee of any of them, if such communication is undertaken by the person or entity for payment.

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2. Have you or any consultant disclosed above made any contributions of money or in-kind assistance within the prior two year period to (i) any candidate for nomination or election to any public office in Pennsylvania, (ii) any individual who holds any such office, (iii) any political committee or state party in Pennsylvania or (iv) any group, committee or association organized in support of any such candidate, office holder, political committee or state party in Pennsylvania? If so, you are required to list (in an attachment hereto) the date, amount and recipient of each such contribution.

   For purposes hereof, (i) contributions made by a person’s immediate family shall be deemed contributions made by that person and (ii) contributions made by an entity’s affiliate or an officer, director, controlling shareholder or partner of an entity’s or such entity’s affiliate shall be deemed contributions made by that entity.

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3. Do you intend to use any subcontractors on this contract? If so, you are required to list (in an attachment hereto) the following information for each such subcontractor: (i) name, (ii) business address, (iii) business phone number and (iv) amount or percentage to be paid.

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4. Within the prior two year period, has any City or PGW officer or employee asked (i) you, (ii) any of your officers, directors or management employees or (iii) any person or entity representing you, to give money, services, or any other thing of value to any person or entity? If so, you are required to list (in an attachment hereto) the following information for each such officer or employee: (i) name, (ii) title, (iii) date of request, (iv) amount requested and (iv) amount of any payment made in response to request (other than contributions listed under (2) above).

   YES   NO

□   □

5. Within the prior two year period, has any City or PGW officer or employee directly or indirectly advised (i) you, (ii) any of your officers, directors or management employees or (iii) any person or entity representing you, that a particular person or entity could be used by you to satisfy any goals in this RFP or contract for the participation of minority, women, disabled or disadvantaged business enterprises? If so, you are required to list (in an attachment hereto) the following information for each such officer or employee: (i) name, (ii) title, (iii) date of advice and (iv) name of person or entity they advised could be used to satisfy such goals.

   YES   NO

□   □

The undersigned hereby certifies that the information provided herein is true and correct as of the date set forth below.

Signature: ____________________________________________

Title: ________________________________________________

Name of Entity: ________________________________________

Date: ________________________________________________

(Please Print)