

REQUEST FOR PROPOSALS FOR PUBLIC AWARENESS

WORK SUMMARY:

The Office of Community Empowerment and Opportunity (“CEO” or “the Department”) is seeking a qualified Applicant(s) to effectively communicate and provide marketing about CEO-sponsored activities, programs, and events to partner organizations, stakeholders, consumers, and the general public in an organized and consistently branded way. The Department seeks an Applicant(s) that can provide some or all of the following services: brand promise and strategy development, public relations, materials design and production, mass communication, and other general services as outlined in this RFP.

PROPOSED COMPENSATION:

Not to exceed five hundred fifty thousand dollars (\$550,000).

RFP ISSUE DATE:

December 15, 2023

RESPONSE DEADLINE:

No later than 5 pm Philadelphia Time on January 5, 2024. **A complete proposal must be submitted by this time to be considered. Proposals in-process are incomplete.**

OFFICIAL RFP CONTACT:

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SUBMISSION REQUIREMENTS:

All proposals must be submitted electronically to the correct contract opportunity established for this RFP (identified by opportunity number) through **eContract Philly** at <https://philawx.phila.gov/econtract/>

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1. INTRODUCTION

1.1 Values

The City of Philadelphia values **diversity, equity, and inclusion**, and seeks to provide increased access to contracting opportunities for certified local, Minority-, Woman- and Disabled-Owned Businesses (M/W/DSBE), Small Business Enterprises (SBEs), and alternative diverse businesses on registries recognized by the City.

IF ELIGIBLE, YOU ARE ENCOURAGED TO:

- ✓ Apply for [Local Business Entity \(LBE\) certification](#) with City's Procurement Department. If you provide your LBE status and/or promise to have a Local Impact, this must be used by the contracting department as a positive factor in evaluation and potential selection. Additionally, some opportunities are exclusively reserved for LBE certified businesses.
- ✓ Register as a [M/W/DSBE](#) certified business with the City's [Office of Economic Opportunity](#) (OEO) and be added to OEO's registry of certified businesses. The City and prime contractors use this registry to find and solicit diverse vendors for contracts and subcontracts.
- ✓ Get Paid Faster! Enroll on the [Vendor Payment Portal](#) to effortlessly submit electronic invoices and monitor payment progress 24/7. The process of submitting invoices through the Vendor Payment Portal is user-friendly, efficient, and free.

M/W/DSBEs, [alternative Diverse Businesses recognized by the City](#), vendors participating in the [Rebuild Emerging Vendors Program](#), and LBEs are encouraged to respond directly to this RFP.

1.2 Contracting with the City of Philadelphia

Consistent with our values, the City requires that all contractors and subcontractors comply with all applicable laws, regulations, and policies, including:

1	2	3	4
City business licenses and permit requirements	Payment of City Business Taxes or other indebtedness owed to the City	Compliance with the City's Antidiscrimination Policy, Executive Order 01-21	CHAPTER 17-1300. PHILADELPHIA 21ST CENTURY MINIMUM WAGE AND BENEFITS STANDARD

Please closely review the City's contract attachments including the standard terms and conditions found in the General Provisions under [Appendix A](#) of this RFP. Any contract resulting from this RFP will incorporate and be governed by these documents.

1.3 Contacting Us

For technical assistance with the eContract Philly website, email eContractPhilly@phila.gov or call (215) 686-4914.

- Please note the phone number provided is not a live helpline.
- Allow for two (2) business days prior to any application deadline to receive a response to your request. The City will not extend a deadline even if it has not responded to your question or request.
- All other questions regarding the RFP, including substantive questions, must be submitted in accordance with Section 2.3. Applicants are otherwise prohibited from contacting City representatives concerning this RFP or related matters.

1.4 Feedback about this RFP

The City recently updated the design of the RFP we use for Professional Services, and would like feedback from vendors. If you have feedback you would like to share, please complete [this voluntary survey](#). Thank you.

2. THE OPPORTUNITY

2.1 Summary

The Office of Community Empowerment and Opportunity (“CEO” or the “Department”) is seeking proposals from qualified Applicants to effectively communicate and market CEO-sponsored activities, programs, and events to partner organizations, stakeholders, consumers, and the general public in an organized and consistently branded way. The Department seeks a Provider(s) that can deliver services including, but not limited to, the following: brand promise and strategy development, public relations, materials design and production, mass communication, and other general services as outlined in this RFP.

Successful Applicant(s) will engage with Department staff for input on the development of design concepts, content, messaging and publication materials for a number of campaigns focused on fighting racial inequality and promoting economic mobility. Campaigns and programs facilitated by the Department will be designed to educate Philadelphians about public benefits, tax credits and other resources they may be eligible for, and how to claim them.

Successful Applicant(s) will work on a variety of activities during the contract period. The Department will assign specific projects through a Scope of Work, described herein. This RFP is not intended to procure a stand-alone communications project. The Department reserves the right to select multiple Applicants with which to contract.

2.2 Background

The Office of Community Empowerment and Opportunity Overview

The Office of Community Empowerment and Opportunity provides leadership on issues of economic justice by advancing racial equity and inclusive growth to ensure that all Philadelphians might share in the city’s prosperous future. As Philadelphia’s Community Action Agency, the Department allocates federal Community Services Block Grant (CSBG) and other dollars that support model programs and services that improve mobility out of poverty.

The Department serves thousands of low-income Philadelphians annually, through initiatives that focus on Employment Services, Youth Strategies, Financial Inclusion, Housing Security, Income Supports, and Place-Based/Community-Focused projects. The Department maximizes the impact of funding throughout Philadelphia by supporting anti-poverty programs and services through its network of community partners, which lift low-income families out of a life of poverty and put them on the path to self-sufficiency.

Project Background

The Economic Opportunity Act created the Community Action Network in 1964. Both President Lyndon B. Johnson’s “war on poverty” legislation and Dr. Martin Luther King, Jr.’s advocacy led to its formation. The network includes national and locally focused organizations that help individuals and families with low incomes gain self-sufficiency and mobility out of poverty.

In February 1965, Mayor James Tate established Philadelphia’s Anti-Poverty Action Committee by Executive Order. Since that time, the agency has experienced a number of name changes and restructuring. In 2014, the agency was rebranded as the Office of Community Empowerment and Opportunity.

Effective July 1, 2023, the Department merged with the City’s Office of Civic Engagement and Volunteer Service (OCEVS) and the Philly Counts initiative. Though the name has changed over the years, the agency’s mission has remained the same: to build a brighter future that all Philadelphians can enjoy.

The Department, under its current structure, will celebrate its 10-year anniversary in 2024. In 2025, the Department will commemorate its 60th anniversary under the Community Action Network. The Department seeks a Provider(s) to help facilitate messaging to residents of Philadelphia, external stakeholders, and partners. Messaging will drive brand consistency, support the Department’s long-term history as a Community Action Agency, the work it supports, outcomes and successes of supported programs, and key resources from which target audiences can benefit.

The Department anticipates conducting a wide range of media and communications projects and is seeking an experienced and qualified Provider(s) that can manage multiple efforts. Specific projects will be assigned during the contract period through a Scope of Work.

Problem Statement

As a result of the recent merger with OCEVS and Philly Counts, the Department lacks brand consistency. Efforts to communicate essential programs and services in a unified and cohesive manner have been challenging. Additionally, it has been difficult to manage multiple service providers to produce consistent and timely texting, print, and communications-heavy campaigns.

The Department is committed to connecting residents to resources and programs that reduce barriers to economic mobility out of poverty. The organizational merger creates an opportunity to strengthen collective work, combining trauma-informed outreach and engagement with advocacy and investment.

The successful Applicant(s) will help the Department establish a strong brand identity that articulates who we are, share our successes and progress, and help build awareness across core audiences while advancing the agency’s mission.

2.3 RFP Schedule

RFP Posted	December 15, 2023
Applicant Questions Due	Applicants must submit questions regarding this opportunity by December 22 at 5pm Philadelphia time. All questions must be submitted via email to ceo.contracts@phila.gov .
Answers Posted on <u>eContract Philly</u>	December 28, 2023, 5pm Philadelphia time
Proposals Due	January 5, 2024, 5pm Philadelphia time
Applicant Selection	January 12, 2023
Contract Execution	February 1, 2024
Commencement of Work	February 1, 2024

The above dates are estimates only. Notice of changes in any pre-proposal meeting or site visit date, time or location, due date for Applicant questions, or proposal due date will be posted as a notice/Addendum with the original RFP on [eContract Philly](#) and will become a part of the RFP.

2.4 Outcome Goals

The goal of this project is to effectively communicate and market Department-sponsored activities, programs, and events to partner organizations, stakeholders, consumers, and the general public in an organized and consistently branded way. The Department seeks a Provider(s) that can deliver services including, but not limited to, the following: brand promise and strategy development, public relations, materials design and production, mass communication, and other general services as outlined in this RFP.

The successful Applicant(s) will engage with Department staff for input on design concepts, content, messaging and publication materials to achieve the following objectives:

1. Raise awareness of the Department’s anti-poverty and outreach efforts using traditional and innovative outreach methods.
2. Increase the number of Philadelphians among populations that are currently under-represented including those with very low or no incomes, non-English speaking households, and households that claim the Child Tax Credit (CTC), the Earned Income Tax Credit (EITC), public benefits and/or utilize other city resource programs;
3. Increase positive brand recognition and awareness of the Department and its various programs; and,
4. Amplify the Department’s equitable community engagement efforts by uplifting various public outreach and awareness campaigns the Department takes part in.

2.5 Award Terms

Term	The term of this contract is expected to start on or about February 1, 2024, and end on or about December 31, 2024.
	The City may, at its sole option, amend the contract to add up to four (4) additional terms, each not to exceed one year.
Compensation	Contract will state maximum compensation including all expenses not to exceed five hundred fifty thousand dollars \$550,000.
Cost Proposal Type	Cost proposals should be “fixed price” proposals.
Terms of Payment	Payment terms will be on a “fee for service” basis and issued upon the satisfactory completion of the specified services, deliverables, and/or work products detailed herein.

3. SCOPE OF WORK

3.1 Description of Services

This *Section 3.1, Description of Services* includes the requirements for the project, including the services to be performed and the deliverables that must be met by the successful Applicant(s). The City reserves the right to change certain service requirements or deliverables based on changed circumstances, like a change in the business or technical environment or contract negotiations with Applicant(s) selected for negotiations, without issuing a revised RFP.

Applicants should read this section closely. An Applicant’s proposed scope of work must detail how they will meet the service requirements or achieve the deliverables described in this section. Applicants may also propose additional or revised services or deliverables to achieve the outcomes described in *Section 2.3 Outcome Goals* of this RFP. However, Applicants must explain why each of these additional services or deliverables are necessary, and when and how they will be completed.

Service Requirements

The Department is seeking the delivery of the following services and work products. The proposed scope of work should state in detail how the Applicant will deliver each service, including the job titles and key personnel responsible for delivering the work product.

The Department does not require Applicants to provide all services. Proposals should state clearly and in detail which services the Applicant proposes to provide and at what cost. If the Applicant proposes to use subcontractor(s) to perform any services described in this RFP, proposals must specify how services will be delivered through each subcontractor(s).

Applicants may propose additional or revised services and tangible work products but should explain why each is necessary to achieve the project objectives. Appendix F contains details on the anticipated public awareness campaigns and planned projects to be completed by the successful Applicant, and approximate schedule of completion.

1. Management of Public Relations for the Department. Public Relations includes the design, creation and operationalization of marketing and outreach strategies for a number of public awareness campaigns in line with any applicable established branding concepts for the specific campaign. Awareness campaigns include, but are not limited to, the following:
 - a) **ClaimYourMoneyPHL Campaign:** use existing ClaimYourMoneyPHL branding to educate the public during the tax season about credits they are eligible for and how to claim them. This includes creation of materials, ad buys, texting, grassroots outreach, and other strategies. The successful Applicant will continue to use the branding concept developed in 2022, ClaimYourMoneyPHL, but will update collateral materials, the campaign microsite at www.ClaimYourMoneyPHL.com, as well as advertising, social media, and all other materials to reflect changes to the tax credits and eligibility for the upcoming tax season. Key materials will include space for the Department's partners to add their logo to co-brand and distribute independently. This campaign is focused on the tax season (January through April) but includes milestones throughout the year.
 - b) The **60th Anniversary** of the City of Philadelphia's Anti-Poverty Action Committee.
 - c) **Resources Access Campaign:** A year-long campaign aimed at reducing barriers and increasing utilization of city resources including public benefits, medical assistance, healthcare supports, utility savings, etc. This campaign includes a designated push in the spring of 2024.
 - d) **Opioid Response Campaign:** A year-long campaign designed to reduce opioid-related overdose deaths in targeted communities.
 - e) **Other Awareness Campaigns** as identified by the Department.
2. Brand Promise and strategy development, Program Names, and Brand Guidelines Development.
3. Materials design and production which will include: printing and design services for collateral materials, including reports, flyers, postcards and print and online advertisements.
4. Mass communications to include execution of email, text or mailing campaigns or some combination thereof in partnership with The Department and/or successful Applicant's subcontractor for awareness campaigns outlined above.
5. Other general services to support the Department's Public Awareness efforts, including but not limited to:
 - o Creation of mapping, infographics and charts using data provided by the Department.
 - o Photography to capture images from Department-sponsored events, programs or services.
 - o Translation of the above materials into languages to be identified by the Department.
 - o Design services for digital outreach efforts including social media and website publication.
6. Engage in the work above in partnership and consultation with the Department and its key community partners.

If an Applicant proposes to use subcontractor(s), the Applicant will be responsible for coordinating all subcontractors' activities and insuring a consistent and coherent communications campaign. Coordination activities include serving as a key point of contact for the Department; communicating expectations and timelines to subcontractors; guaranteeing that subcontractors provide high-quality and timely deliverables; insuring appropriate and timely financial and fiscal reporting by subcontractors; and other activities as needed.

General Requirements

For all deliverables prepared under this contract, The successful Applicant(s) will adhere to the brand standards of the City of Philadelphia and the Department.

Successful Applicant(s) will manage its team through daily communication and internal management. Successful Applicant(s) will conduct bi-weekly status meetings with CEO, and provide written reports with key metrics, outcomes, and status of each project.

City of Philadelphia Responsibilities

The Department will provide the successful Applicant(s) with any brand guidelines as required. The Department will provide key contacts within the Office to review and approve materials and provide consulting on campaigns.

3.2 Performance Metrics, Contract Management & Payments

Performance Metrics

The City of Philadelphia is interested in identifying metrics in order to monitor and improve performance during the life of the contract. The Department has identified the following metrics and will work with the awarded provider(s) to add to or refine this list during contract negotiations. The final set of performance metrics and frequency of collection will be negotiated by each successful Applicant and the Department prior to the finalization of an agreement between parties and may be adjusted over time as needed.

Service	Performance Metrics / Key Deliverables
Project Discovery	<ul style="list-style-type: none"> • Participation in meetings with the Department to refine key project milestones. • Completion of a thorough review and analysis of published communications and internal documents including logos, press, reports, social media, strategic plan and existing assets. • Demonstration of a clear understanding of current brand position and voice.
Branding Promise	<ul style="list-style-type: none"> • Development and delivery of a Market Research Report. • Development of a Brand Promise and guidelines for organization-wide adoption of consistent and clear messaging including logo, tagline, text, color systems for marketing materials and social media. • Development of recommendations for new program names and branding based on insight gathered from staff, key stakeholders, and a review of previously published communications and internal documents.
Public Relations	<ul style="list-style-type: none"> • Development of a comprehensive marketing and promotion strategy, based on the Department’s brand, voice, tone, messaging, target audiences, and stakeholders. • Includes a minimum of the four (4) Public Awareness Campaigns (see Appendix F). • Identification of the most effective types of marketing and outreach efforts based on the strategy.

	<ul style="list-style-type: none"> • Procurement of necessary print media, branded materials, and other tools to engage the target audience for awareness campaigns. • Management of public relations and media campaigns to gain earned media. • Development of press releases to announce campaigns and coordination of news media stories.
<p>Materials Design and Production</p>	<ul style="list-style-type: none"> • Design, creation, and production of marketing and promotional materials. • Supply digital and printed collateral materials for distribution to the public and community partners. This will include, but is not limited to, the following: <ul style="list-style-type: none"> ○ Design, produce and print (or procure printing of) three (3) to four (4) reports of no more than twenty-five (25) pages. The Department will provide the report content (i.e. text, photos, data) to the successful Applicant(s), who will produce the layout, provide graphic support, maps and other elements. ○ Design and print (or procure printing of) flyers for three (3) to five (5) campaigns (see Appendix F). ○ Design and procure Department-branded public awareness materials including a minimum of two hundred (200) each of sweatshirts, t-shirts or polos, stickers and lanyards. ○ Design and print (or procure printing of) three (3) to five (5) postcards and/or door hangers. Postcards/door hangers will be used for two (2) to three (3) runs, estimating a total of approximately ten thousand (10,000) to fifteen thousand (15,000) total postcards/door-hangers. ○ Design, print (or procure printing of) and translate a one (1) page fact sheet, postcard, and door hangers in up to ten (10) languages. Successful Applicant(s) will create and design graphics and messaging for use on a variety of social media channels, including but not limited to Facebook, Twitter, Instagram, and YouTube. For all Campaigns (see Appendix F) the successful Applicant(s) will supply graphics to the Department for distribution in a tool kit to its stakeholders and partners.
<p>Mass Communications</p>	<p>The Department anticipates up to three hundred thousand (300,000) text messages and multiple targeted mailings for an estimated fifty thousand (50,000) households to be sent over the course of the contract period. Deliverables include the following:</p> <ul style="list-style-type: none"> • Identification of source texting and/or mailing lists, campaigns around which texting and/or mailing could provide value. • Development of scripts and/or materials. • Execution of email, text or mailing campaigns or some combination for a variety of awareness campaigns. Work with any needed subcontractors such as mail houses or mass texting providers to execute the mailing.

<p>Other General Services</p>	<ul style="list-style-type: none"> • Creation of a variety of mapping, infographics, and charts using data provided by the Department. • Provision of photography services as part of the Marketing Strategy to promote and raise awareness of Department-sponsored events, programs and services. • Delivery of proofs for the above-mentioned materials for Department review/approval. Completion of adjustments/edits based on feedback. Includes up to two (2) rounds of adjustments. • Translation of materials into languages identified by the Department. • Maintenance of the microsite, www.ClaimYourMoneyPHL.com including routine maintenance and updates, as well as the addition of translated materials, testimonials, and other content as needed.
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Contract Performance Monitoring

As part of the City of Philadelphia’s commitment to improved outcomes, the City seeks to actively and regularly monitor service delivery to enhance contract management, improve results, and adjust service delivery based on learning what works. Reliable and relevant data is necessary to drive service improvements, ensure compliance, inform trends to be monitored, and evaluate results and performance. As such, the City reserves the right to request/collect other key data and metrics from providers related to the performance of the contract and to reject any item of work that does not meet the performance standards described in the contract.

How We Will Pay the Selected Applicant

The contract for the successful Applicant(s) will include a contract maximum amount that cannot be exceeded without a written contract amendment. Applicants must provide a detailed cost proposal, with a line-item breakdown of the costs for each specific service and work product proposed. Cost proposals must be “fee for service” proposals. Payments will be made for the satisfactory completion of each deliverable outlined herein will.

Applicants must submit the completed Budget Template (see Appendix E) to outline a detailed budget based on cost per service.

The proposed price must include all costs that will be charged to the City for the deliverables and tangible work products the Applicant proposes to perform and deliver to complete the project. Any contract resulting from this RFP will provide for a not-to-exceed amount in the compensation section of the contract.

4. HOW TO SUBMIT YOUR RESPONSE

4.1 What You Must Include in Your Proposal

For your proposal to be considered, proposals must be submitted:

- a) electronically;
- b) through the City's designated system (not email);
- c) before the deadline; and,
- d) signed by an authorized representative of the Applicant.

Additionally, your proposal must include the information listed in the Proposal Requirements below and be organized in the order shown. Failure to submit your proposal in the manner and format required by this RFP may result in your proposal being rejected.

Proposal Requirements:

1. Table of Contents

2. Introduction/Executive Summary (Give a short description of your proposal.)

Provide an overview of your company, the goods or services you offer and how you plan to meet the City's needs.

3. Applicant Profile (Tell the City about yourself).

Please complete the Applicant information sheet and include it with your proposal submission.

- **Part 1. Please provide the following for the Applicant's Business:**

- 1) Name of Business
- 2) Business Address
- 3) Telephone Number
- 4) Fax Number (if applicable)
- 5) E-mail Address
- 6) Website Address
- 7) Federal Taxpayer Identification Number or Federal Employer Identification Number

- **Part 2. Please provide the following for the Applicant's Primary Contact:**

- 1) Name
- 2) Job Title
- 3) Address
- 4) Telephone Number
- 5) Fax Number (if applicable)
- 6) E-mail Address

- **Part 3. Please provide a description of the Applicant's business background by answering the following:**

- 1) What is the Applicant's Business Organization type (i.e. corporation, partnership, LLC, for or not for profit, etc.)?
- 2) Is the Applicant's Business registered to do business in Philadelphia and/or Pennsylvania?
- 3) What is the country and state of the Applicant's business' formation?
- 4) How many years has the Applicant's business been operating?
- 5) What is the primary mission of the Applicant's business?
- 6) What is the Applicant's significant business experience?
- 7) Is the Applicant's business registered as a minority-, woman-, or disabled-owned business or disadvantaged business with which certifying agency?

4. Proposed Scope of Work (Tell the City what you propose to do).

Review Section 3 of this RFP, "Scope of Work" and directly state what services and materials you will provide to meet the City's described needs. Be specific, and, as necessary, describe your services and materials in plain language for the evaluation team to understand. Include a proposed budget or cost proposal using the Budget Template (see Appendix E), and a schedule for when the services and materials will be provided.

5. Statement of Qualifications; Relevant Experience (Tell the City why you are the best choice).

Provide a statement of your relevant qualifications and demonstrate how your experience meets or exceeds the City's requirements. Include a list and description of similar projects you have worked on, including the number of such projects and the amount of time spent on them.

6. References (Tell us who can vouch for similar work you have completed).

Applicants may provide references, preferably for projects that are similar to the work sought by this RFP. Include the company/entity, a contact person's name, the contact person's title, their address, their email address, and telephone number. The more similar the reference is to the City the better, such as other local government entities.

7. Proposed Subcontractors (Tell the City who will work with you).

Please provide a complete list of prospective subcontractors with whom you plan to work on this project. Include:

- Company Name
- EIN
- Scope of Work
- Minority-, Women-, or Disabled-Business / Disadvantaged Business Entity Certification (if applicable)
- Percentage of total work allocated to each firm

In addition, as required by the Office of Economic Opportunity, please complete the Subcontractor Solicitation and Commitment Form referenced in [Appendix B](#) and attach it to your RFP. This captures all minority-, woman-, and disabled-owned firms you have asked to work on this project with you, whether they have committed to do so, and the amount or percentage of the overall contract anticipated to be paid to each.

8. Requested Exceptions to Contract Terms (Tell the City any changes you would like to the contract).

In exceptional cases, a successful Applicant might be afforded exceptions to the City's Contract Terms. State if you would like to request exceptions to the City's Contract Terms, including those contained in this RFP, including [Appendix A](#) and any other documents incorporated by link or reference. Identify the location of the proposed change as well as possible (noting the document, section, heading, and page), the reason for the change request, and proposed alternative language. The City may consider your proposed changes or may disqualify your proposal at its option.

However, please be aware that exceptions are not made often and so you should thoroughly explain why the change is necessary and appropriate for the contract. Any proposed exceptions to the City's Contract Terms are subject to various internal review procedures before they can be accepted.

Note: Your proposal is a [binding offer](#) to contract and failure to propose exceptions binds you to the City's terms, if your proposal is accepted.

9. Tax and Regulatory Status and Clearance Statement (Certify that you do not owe the City).

Obtain a [Tax Clearance Certificate](#) and complete [Appendix C](#) attesting to Applicant's tax and regulatory compliance with the City.

10. Disclosure of Litigation, Administrative Proceedings, and Contract Defaults (Tell the City about any legal proceedings or contract disputes your company or its leaders were involved with).

Provide a description of any legal proceedings or contract disputes in the past five (5) years that might affect your business, finances, or ability to perform the work described by this RFP. Include all instances of litigation, bankruptcy, debarment, suspension, contract default claims, any criminal conviction or indictments, settlements, and court or administrative orders. For each matter, state the name and nature of the matter, the parties involved, and its current status. For contract disputes, provide the name and contact information for the opposing party. Provide the same information for any matter involving an officer, director, principal, partner, or affiliate of the Applicant, and for any intended subcontractor of the Applicant.

11. Statement of Financial Capacity (Demonstrate how stable your business is).

Provide documentation demonstrating fiscal solvency and financial capability to perform the work sought by this RFP. You may include any of the following:

- A general, independent statement of the Applicant's financial condition, prepared by an external auditor or accountant;
- Applicant's most recent audited or unaudited financial statements, including:
 - Balance Sheet,
 - Income Statement, or
 - Cashflow Statement;
- Most recent IRS Form 990 (for non-profit organizations only); or,
- Any other documentation that demonstrates your financial capacity to meet the requirements of this RFP.

12. Local Business Entity or Local Impact Certification (Tell the City if you are a local business or how you envision affecting the local economy).

The City is committed to leveraging its buying power to uplift and grow our local economy, which will result in more jobs for Philadelphians, including local and small, Minority-, Woman-, and Disabled-owned businesses and other diverse businesses. For this reason, the City will consider local impact as a significant factor in our proposal evaluation for this contracting opportunity. If you meet the requirements of a certified Local Business Entity (LBE), we strongly recommend that you get certified for free by following the steps found [HERE](#) and include a copy of your certification with your proposal and/or include a statement about how you envision impacting the local economy through this work.

13. Disclosure Requirements (Tell the City about your political contributions).

Excess political contributions to City candidates and incumbents can disqualify you from a City contract. Complete the mandatory [disclosures](#) required as part of the electronic application process in eContract Philly, including any local political campaign contributions, by selecting “[Apply for Contract](#)” from the opportunity information screen (where this RFP was located). Additional information and instructions are located under the “[Disclosure/Eligibility](#)” tab on the top of the [eContract Philly](#) homepage. Please make sure to review these requirements closely before completing these disclosure forms.

4.2 How To Submit Your Application

Online Submission Required by the Application Deadline

You must **complete your application through [eContract Philly](#) before the deadline** to be considered for this contract opportunity. Proposals may be changed at any time up until the submission deadline and the City will not review your proposal until after the deadline. The proposal is not considered submitted until the “submit” button is pressed at the conclusion of the eContract Philly submission process. You will receive a confirmation email that your Application was submitted.

Applicants are encouraged to allow sufficient time to complete the application process in order to become familiar with the requirements of the eContract Philly interface, upload all required documents, and resolve any technical issues prior to the submission deadline. The City need not accept, and may discard, responses that are incomplete, late, or submitted in any other format.

Electronic File Limitations

[eContract Philly](#) accepts attachments up to 8MB of the following file types: Microsoft Word, Microsoft Excel, Microsoft Project, Adobe PDF or in a compressed zip file. Larger attachments must be split into smaller attachments to accommodate this file size limitation. There is no limit to the number of attachments that may be uploaded.

Every Entity Applies for Itself

Except in the case of [Joint Ventures](#), which follow special rules described below, **every entity must apply for itself**. If the prospective applicant is not already registered with [eContract Philly](#), you must first register for an account before you can apply to this opportunity. Note that each legal entity must have a separate account; you may not utilize or repurpose another entity's account for this application. To identify each legal entity, the eContract Philly application system uses an entity's Taxpayer Identification Number, either a Social Security Number (SSN) or Employer Identification Number (EIN). Make sure the Tax Identification Number associated with your profile matches the Tax Identification Number of the company that is applying. Applications from an affiliated entity or made on another entity's behalf will cause the City to reject the proposal.

See the [Joint Venture](#) rules if you are applying on behalf of a Joint Venture.

Use the Submission Checklist Below

This is a tool to help you to submit a complete, accurate, responsive, and on time application.

DOES MY RESPONSE MEET THE PROPOSAL REQUIREMENTS?

Did you submit the proposal before the stated deadline of this RFP?	✓
Did the proposal explain how Applicant meets the goals and objectives, tasks, milestones, and deliverables, and other requirements described by the Department in the Opportunity and Scope of Work sections?	✓
Does your cost proposal meet the requirements under " Compensation "?	✓
Does your service proposal meet the requirements under " Description of Services "?	✓
Does your proposal meet the overall format and content requirements described in " What you must include in your proposal "?	✓
If eligible, did you register with the Office of Economic Opportunity as a M/W/DSBE, alternative Diverse Business recognized by the City, and/or with the Rebuild Emerging Vendors Program ?	✓
If eligible, did you enroll with the City's Vendor Payment Portal to effortlessly submit electronic invoices and monitor payment progress 24/7?	✓
Did you review the entire RFP and contract attachments, including the Contract Terms and Conditions, and request any exceptions? You must propose contract language changes with your proposal or the City's terms are deemed accepted.	✓
Was the proposal submitted electronically through eContract Philly ?	✓
Did you complete the mandatory political contribution disclosures through the application?	✓

Was the proposal submitted to the correct opportunity number?	✓
Was the application signed by clicking on the “submit” button at the conclusion of the eContract Philly submission process? The proposal is not considered submitted until this button is pressed, regardless of when you started to complete the proposal. You will receive an email acknowledgment of your submission.	✓
Was the individual who signed the application authorized to sign on behalf of the Applicant? For more information on who is authorized to sign your application, please see page 32 of the sample application found on eContract Philly here . You must be logged in to eContract Philly to access the document.	✓
Does the Applicant’s eContract Philly Profile match the Applicant information provided in the proposal? Do the Taxpayer Identification Numbers match? (Do not use the SSN of the person filling out the proposal, unless the contract will be with that actual person; use the number of the entity applying and on its eContract Philly profile.)	✓
Special Rule for Joint Ventures	✓

4.3 Proposal Binding

Your proposal is a binding offer to contract for what you propose. Each Applicant agrees that it will be bound by the terms of its proposal for a minimum of 180 calendar days from the application deadline for this RFP and will enter a contract containing the same terms. If the City accepts your proposal as submitted, the City need not negotiate additional or different terms. Applicants must state clearly and conspicuously any modifications, waivers, objections, or exceptions they seek in a separate section of the proposal entitled “[Requested Exceptions to Contract Terms](#).”

The City reserves the right, in its sole discretion, to negotiate terms and conditions different from and/or additional to the Contract Terms without notice to other Applicants.

5. HOW WE CHOOSE

The City will consider many factors, including cost, when evaluating proposals submitted to this RFP. While cost is an important factor, it is not the sole, or necessarily the deciding factor. The City may choose to award the contract resulting from this RFP to an Applicant whose proposal is the most advantageous to the City and in the City’s best interest even if the Applicant is not offering the lowest price.

The City will base its selection on criteria that may include, but are not limited to:

1. Superior ability or capacity to meet particular requirements of contract and needs of City Department and those it serves, including but not limited to:
 - a. Proposed project plan/strategy/solution for meeting Department requirements.
 - b. Ability to meet project deadlines under proposed project plan/strategy/solution
 - c. Applicant capacity

2. Eligibility under Code provisions relating to campaign contributions
3. Superior prior experience of Applicant and staff, including but not limited to:
 - a. Documented prior experience in performing project(s) of similar size and scope to the work sought by the RFP.
4. Superior quality, efficiency and fitness of proposed solution for City Department
5. Superior skill and reputation, including timeliness and demonstrable results, including but not limited to:
 - a. Applicant profile
6. Special benefit to continuing services of incumbent, such as operational difficulties with transition or needs of population being served
7. Benefit of promoting long-term competitive development and allocation of experience to new or small businesses, including those owned by minority or disabled persons or by women, including but not limited to:
 - a. Shared commitment to achieving the objectives of Executive Order 01-21 which strives for the inclusion of Minority, Woman and Disabled Owned Businesses in all phases of City contracting.
8. Lower cost
9. Administrative and operational efficiency, requiring less City oversight and administration
10. Anticipated long-term cost effectiveness, including but not limited to:
 - a. Cost effectiveness
 - b. Expressed willingness to comply with City and/or Department standard contract terms (e.g. indemnification, insurance, nondiscrimination)
11. Meets prequalification requirements, including but not limited to:
 - a. Applicant has been operating for a minimum of five (5) years
 - b. Applicant has experience managing relevant projects targeted at the Philadelphia population.
12. Applicant's certification of its Local Business Entity/Local Impact status.

If a contract is awarded from this RFP, a notice will be published on the City's [eContract Philly](#) website identifying the name of the selected Applicant and the basis for award to that Applicant, as well as the names of all other Applicants to this RFP. To access this notice, select the button that says "Notice of Intent to Contract" and search for your opportunity number.

6. GENERAL RULES GOVERNING RFPs/PROPOSALS

WHAT ARE MY RESPONSIBILITIES IF I'M AWARDED THE CONTRACT?

<p>Maintain an active Business Income and Receipts Tax (BIRT) Account Number.</p>	<p>REGISTER HERE.</p>
<p>Maintain an active Commercial Activity License (CAL) Number</p>	<p>REGISTER HERE</p>
<p>Obtain a Philadelphia Tax and Regulatory Status Clearance and return Appendix C and stay current with all City and School District taxes and fees or payment plans.</p>	<p>OBTAIN A TAX CLEARANCE CERTIFICATE HERE</p>
<p>Continuously disclose your political contributions and stay under the contribution limits that allow you to be awarded a contract.</p>	<p>SEE THE “DISCLOSURE/ELIGIBILITY” TAB ON ECONTRACT PHILLY HERE FOR MORE INFORMATION</p>
<p>Submit all Contracting Disclosures requirements. Provide demographic information about your workforce and your work for the City in the past five years (This is only required once an organization is awarded a contract with the City of Philadelphia).</p>	<p>CONTRACTING DISCLOSURE AND FILING INSTRUCTIONS ARE HERE</p>
<p>Pay a Contract Preparation Fee</p>	<p>SEE AND PAY THE FEE HERE</p>
<p>Contracts resulting from this RFP are “Service Contracts” and awarded Applicants, along with their subcontractors at any level, are “Service Contractors” who must comply with the 21st Century Minimum Wage and Benefits Standard found in Philadelphia Code Sec. 17-1300.</p>	<p>THE CURRENT LIVING WAGE RATE AND BENEFITS REQUIREMENTS AND APPLICABILITY CAN BE LOCATED HERE</p>
<p><i>If the awarded contract is valued at or over \$250,000, you must extend Equal Benefits to life partners of employees that are extended to spouses of its employees, under 17-1900 of the Philadelphia Code.</i></p>	<p>INFORMATION REGARDING EQUAL BENEFITS IS LOCATED HERE</p>

Register for electronic payments

INSTRUCTIONS FOR
REGISTRATION CAN
BE FOUND [HERE](#)

Comply with Diversity and Inclusion Standards

SEE [APPENDIX B](#)

**Comply with federal Health Insurance Portability and
Accountability Act (HIPAA) if applicable.**

SEE [HIPAA](#) SECTION
BELOW

6.1 Health Insurance Portability and Accountability Act (HIPAA)

The work to be provided under any contract entered into pursuant to this RFP may be subject to the federal Health Insurance Portability and Accountability Act (HIPAA) or other state or federal laws or regulations governing the privacy and security of health information.

If the contract is with any of the "[Covered Units](#)" designated by the City or the chosen provider is otherwise a "Business Associate" under HIPAA, the selected Applicant must comply with the "[Terms and Conditions Relating to Protected Health Information](#)" which are posted on [eContract Philly](#) under the "[About](#)" section and which will be incorporated into the contract by reference.

6.2 Special Rules Applicable to Joint Ventures

Generally, applications submitted through eContract Philly from Applicants that purport to be filing an application on behalf of another individual or business entity will not be considered, even if the other business entity is an affiliate of the Applicant. In the case of multiple business entities that, if awarded a contract, have formed, or intend to form a joint venture to perform the contract, a single business entity *may* file an application on behalf of all such business entities, so long as: (i) the filing business entity is or will be a member of the joint venture, (ii) the application is made in the name of the existing or proposed joint venture, (iii) documentation is submitted with the application identifying all business entities that will comprise the joint venture, and demonstrating a binding agreement among those business entities to perform the contract as the joint venture identified in the application (for a joint venture that has not yet been formed, documentation signed by each identified business entity evidencing a commitment to form the joint venture if awarded the contract is sufficient), and (iv) the non-filing business entities are eligible for award of a City contract and make the [disclosures](#) required by [Chapter 17-1400](#) of the Philadelphia Code (described in greater detail below) within fourteen (14) days after the joint venture receives notice that it has been awarded the contract.

6.3 Mandatory Political Contribution Disclosures and Penalties

Pursuant to [Chapter 17-1400](#) of the Philadelphia Code, Applicants are required to disclose the following as part of their required online application:

- their direct and indirect campaign contributions to:
 - political candidates and incumbents who are nominated for, running for, or serving in, a local Philadelphia elected office; and
 - political committees/parties that are operating in Philadelphia¹
- any consultants used in responding to the RFP and political contributions those consultants have made as described above; and
- whether the Applicant or any representative of the Applicant has received from any City employee a request for money or other items of value, or advice as to specific entities that can satisfy minority, woman, or disabled-owned business participation goals.

Applicants who make material misstatements or omissions in required disclosures may be prohibited from entering into contracts resulting from this or any other RFP of the City for one to three years and subjected to fines of up to three-times (3x) the amount that a contribution exceeded the [political contribution limits](#), up to \$2,000 for each contribution, pursuant to [Section 20-1302](#) of the Philadelphia Code

For more information, please consult the text of [Chapter 17-1400](#), the “[Disclosure/Eligibility](#)” tab on [eContract Philly](#), e-mail econtractphilly@phila.gov, or call 215-686-4914.

6.4 Political Contribution Limits for City Contractors

The current contribution limits are adjusted every four years (starting in 2008) and are posted on the [eContract Philly](#) home page. The limits are established by law, apply continuously throughout the life of an awarded contract and for as long as the official benefiting is in office. Applicants are advised that individuals and businesses that make campaign contributions in excess of the amounts set forth in [Section 17-1404\(1\)](#) of the Philadelphia Code are ineligible to enter into a City contract or subcontract at any tier in excess of \$10,000 for individuals or \$25,000 for businesses. Contributions are attributed according to [Section 17-1405](#) of the Philadelphia Code and Applicants should take this into consideration in electing to apply for this opportunity and in selecting subcontractors, if any.

Applicants certify that their subcontractors are eligible to work on City contracts and will be responsible for any consequence if that later proves untrue. To assist Applicants, the City has provided disclosure forms under the “[Disclosure/Eligibility](#)” “[Subcontractor Disclosure](#)” tab on [eContract Philly](#) for subcontractors to complete and provide to the Applicant at their option. These forms do not need to be submitted to the City.

6.5 City Employee Conflict Provision

City of Philadelphia employees and officials are prohibited from submitting a proposal in response to this RFP. No proposal will be considered in which a City employee or official has a direct or indirect interest.

¹ State and federal campaign contributions do not have to be disclosed unless the subject/candidate in the campaign is also running for, or currently serving in a local Philadelphia elected office.

6.6 Reservation of Rights

By submitting a response to this contract opportunity, the Applicant accepts and agrees to the [City's Standard Reservation of Rights](#), linked and incorporated in this document by reference, and to the terms of this contract opportunity, including all information contained in this RFP and information posted or accessible by link from the [eContract Philly "Opportunity List"](#) page, accessible under the "[New Contract Opportunities](#)" tab on the [eContract Philly](#) homepage.

6.7 Confidentiality and Public Disclosure

Each Applicant shall treat all information obtained from the City as a result of this opportunity or any resultant contract, which information is not generally available to the public, as confidential and/or proprietary to the City in accordance with the terms of any resultant contract. The Applicant shall exercise all reasonable precautions to prevent any information derived from such sources from being disclosed to any other person. The Applicant agrees to indemnify and hold harmless the City, its officials and employees, from and against all liability, demands, claims, suits, losses, damages, causes of action, fines and judgments (including attorney's fees) resulting from any use or disclosure of such confidential and/or proprietary information by the successful Applicant or any person acquiring such information, directly or indirectly, from the successful Applicant.

By submission of a proposal, Applicants acknowledge and agree that the City, as a municipal corporation, is subject to state and local public disclosure laws and, as such, is legally obligated to disclose to the public documents, including proposals, to the extent required thereunder. Without limiting the foregoing sentence, the City's legal obligations shall not be limited or expanded in any way by an Applicant's assertion of confidentiality and/or proprietary data.

Appendix A – General Provisions

THE CITY OF PHILADELPHIA PROFESSIONAL SERVICES CONTRACT GENERAL PROVISIONS
FOR GENERAL CONSULTANT SERVICES

ATTACHED AS A SEPARATE DOCUMENT



Appendix B – Subcontracting and Antidiscrimination Policy

CITY OF PHILADELPHIA OFFICE OF ECONOMIC OPPORTUNITY

ANTIDISCRIMINATION POLICY - MINORITY, WOMAN AND DISABLED OWNED BUSINESS
ENTERPRISES

SPECIAL CONTRACT PROVISIONS, INSTRUCTIONS AND FORMS

ATTACHED AS A SEPARATE DOCUMENT

Appendix C - City of Philadelphia Tax and Regulatory Status and Clearance Statement

CITY OF PHILADELPHIA TAX AND REGULATORY STATUS AND CLEARANCE STATEMENT FOR APPLICANTS

THIS IS A CONFIDENTIAL TAX DOCUMENT NOT FOR PUBLIC DISCLOSURE

This form must be completed and returned with Applicant's proposal in order for Applicant to be eligible for award of a contract with the City. Failure to return this form will disqualify Applicant's proposal from further consideration by the contracting department. Please provide the information requested in the table, check the appropriate certification option and sign below:

Applicant Name	
Contact Name and Title	
Street Address	
City, State, Zip Code	
Phone Number	
Federal Employer Identification Number or Social Security Number:	
Philadelphia Business Income and Receipts Tax Account Number (if none, state "none")	
Commercial Activity License Number (if none, state "none")	

____ I certify that the Applicant named above has all required licenses and permits and is current, or has made satisfactory arrangements with the City to become current with respect to the payment of City taxes or other indebtedness owed to the City (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), and is not in violation, or has made satisfactory arrangements to cure any violation, or other regulatory provisions applicable to Applicant contained in the Philadelphia Code.

____ I certify that the Applicant named above does not currently do business, or otherwise have an economic presence in Philadelphia. If Applicant is awarded a contract with the City, it promptly will take all steps necessary to bring it into compliance with the City's tax and other regulatory requirements.

Authorized Signature

Date

Print Name and Title



THE CITY OF PHILADELPHIA

PROFESSIONAL SERVICES CONTRACT

GENERAL PROVISIONS

FOR

GENERAL CONSULTANT SERVICES

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GENERAL PROVISIONS

ARTICLE I: DEFINITIONS

- 1.1. **ADA** has the meaning set forth in Section 14.5 (Americans with Disabilities Act) below.
- 1.2. **Additional Services and Materials** has the meaning set forth in Section 3.3 (Additional Services and Materials; Change in Scope of Services) below.
- 1.3. **Additional Term** has the meaning set forth in Section 2.2 (Additional Terms) below.
- 1.4. **Amendment** means a written modification or change to any Contract Document signed by both Parties and, as to the City, approved by the Law Department.
- 1.5. **Applicable Law** means all applicable present and future federal, state or local laws, ordinances, executive orders, rules, regulations and all court orders, injunctions, decrees and other official interpretations thereof of any federal, state or local court, administrative agency or governmental body, including the City, the Commonwealth and the United States of America. Applicable Law includes, without limitation, the Charter, the Code, all public health guidance issued or promulgated by the City, and the specific laws set forth in Article XIV (Additional Representations and Covenants of Provider Relating to Certain Applicable Laws) below, each as amended from time to time.
- 1.6. **Applicant** means a Person who has filed an application to be awarded a Non-Competitively Bid Contract.
- 1.7. **Appropriated Fiscal Year** has the meaning set forth in Section 5.3 (Crossing Fiscal Years) below.
- 1.8. **Certification of Restrictions on Lobbying**, if required in the Contract Documents, means a certificate referenced in or made part of the Contract Documents.
- 1.9. **Charter** means the Philadelphia Home Rule Charter, as it may be amended from time to time.
- 1.10. **City** means The City of Philadelphia, a corporation and body politic existing under the laws of the Commonwealth, and includes its various executive and administrative departments, agencies, boards and commissions, including the Department and City Council. The City is a City of the First Class under the laws of the Commonwealth.
- 1.11. **City Council** means the Council of The City of Philadelphia, as described in Article II of the Charter. City Council is the legislature of the City.
- 1.12. **City Data** means any and all records, documents and data furnished by the City to Provider in relation to the work required under the Contract; and all deliverables, work product(s), items of work and other Materials created by Provider as part of, or to perform work required under, the Contract. “City Data” does not, however, include any information that was known to Provider, prior to the commencement of its performance of the Contract, free of any obligation to keep it confidential; is proprietary to Provider; was generally known to the public at the time of receipt by Provider, or becomes generally known to the public through no act or omission of

Provider; or was independently developed by Provider, unrelated to work performed for the City, and without knowledge or use of any information obtained from the City.

1.13. **Code** means The Philadelphia Code of Ordinances, as it may be amended from time to time.

1.14. **Commonwealth** means the Commonwealth of Pennsylvania.

1.15. **Consultant** has the meaning set forth in Section 17-1401 of the Code.

1.16. **Contract** means the agreement of the Parties evidenced by the Contract Documents. References to this “Contract” shall mean this Contract as the same may be in effect at the time such reference becomes operative.

1.17. **Contract Cost Principles** means the “City of Philadelphia Contract Cost Principles and Guidelines,” as amended from time to time. This document specifies the Department’s guidelines for the qualitative and quantitative evaluation of contract services and materials, the determination of allowable costs, and the standards to determine the allowability of individual cost items. Copies are available from the Department upon request.

1.18. **Contract Documents** means these General Provisions, the Provider Agreement, and any and all other documents or exhibits incorporated by reference in either the General Provisions or the Provider Agreement, and any and all Amendments to any of these documents.

1.19. **Contributions** has the meaning set forth in the Pennsylvania Election Code (25 P.S. § 3241).

1.20. **Department** means the department, board, commission or agency of the City of Philadelphia defined as the Department in the introductory paragraph of the Provider Agreement.

1.21. **Event of Default** means an event defined and identified in or pursuant to Section 11.1 (Events of Default) below.

1.22. **Event of Insolvency** means (a) the filing of a voluntary petition by or for Provider under the Federal Bankruptcy Code or any similar state or federal law; (b) the filing of an involuntary petition against Provider under the Federal Bankruptcy Code or any similar state or federal law which remains undismissed for a period of forty-five (45) days; (c) Provider’s making of an assignment for the benefit of creditors; (d) the appointment of a receiver for Provider or for the property or assets of Provider, if such appointment is not vacated within forty-five (45) days thereafter; (e) Provider’s participation as a bankrupt, insolvent, or party in liquidation in any other proceeding under any bankruptcy or insolvency law or liquidation law, voluntary or otherwise; (f) Provider’s inability to pay its obligations as they mature; or (g) Provider’s insolvency as otherwise defined under any Applicable Law.

1.23. **Fiscal Year** means the fiscal year of the City, which starts on July 1 of the preceding calendar year and expires on the following June 30.

1.24. **General Provisions** means this document, entitled “The City of Philadelphia Professional Services Contract General Provisions for General Consultant Services,” which contains the standard provisions required by the City in its consultant professional services contracts, and all exhibits or documents identified or incorporated in these General Provisions, as it or they may be amended from time to time.

1.25. **Initial Term** has the meaning set forth in Section 2.1 (Initial Term) below.

1.26. **Interpretation; Number; Gender.** The words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Contract as a whole, including all of the Contract Documents, and not to any particular article, section, subsection or clause contained in the Contract Documents. Unless the context requires otherwise, words used in the singular shall be construed to include the plural and vice versa, and pronouns of any gender shall be deemed to include the masculine, feminine and neuter genders.

1.27. **Materials** means any and all reports, records, documents, documentation, information, supplies, plans, original drawings, specifications, computations, sketches, renderings, arrangements, videos, pamphlets, advertisements, statistics, and other data, computer tapes, computer software, and other tangible work product or materials prepared, developed or obtained by Provider in connection with the Services, directly or through a Subcontractor, and supplied to the City or at the City’s direction pursuant to this Contract.

1.28. **Non-Competitively Bid Contract** has the meaning set forth in Section 17-1401 of the Code.

1.29. **Party** means either the City or Provider; “Parties” means the City and Provider.

1.30. **Person** means any individual, sole proprietorship, association, company, firm, partnership, limited partnership, joint venture, corporation, limited liability company or other form of entity or association recognized at law.

1.31. **Provider** means the Party providing Services and Materials to or at the direction of the City under the Contract.

1.32. **Provider Agreement** means the instrument by that name, part of the Contract Documents, which sets forth terms, covenants and conditions specific to Provider’s initial engagement.

1.33. **Responsible Official** means the director, commissioner or other head of the Department.

1.34. **Scope of Services** means the portion(s) of the Contract Documents, typically attached as an exhibit or as exhibits, setting forth the Services to be rendered and Materials to be provided under this Contract, the time frames within which the Services are to be rendered and the Materials are to be provided, and other requirements Provider must satisfy in rendering the Services and providing the Materials.

1.35. **Services** means the work to be performed under this Contract as specified in the Contract Documents.

1.36. **Subcontract** means a contract made between Provider and a Subcontractor providing for the completion of some part or parts of the Services or Materials by a Subcontractor.

1.37. **Subcontractor** means a Person performing under a contract with Provider some part of the Services or Materials.

1.38. **Suspension Notice** means notice of full or partial suspension of the Contract served by the City on Provider pursuant to Section 13.1 (Termination or Suspension for Any Reason) below.

1.39. **Suspension Period** has the meaning set forth in Section 13.4 (Suspension) below.

1.40. **Term** means the Initial Term and any Additional Term.

1.41. **Termination Notice** means notice of full or partial termination of the Contract served by the City on Provider pursuant to Section 13.1 (Termination or Suspension for Any Reason) below.

ARTICLE II: TERM

2.1. **Initial Term.** The initial term (“Initial Term”) of this Contract is set forth in Section 2.1 of the Provider Agreement. The Initial Term cannot exceed one (1) year without authorization by ordinance of City Council.

2.2. **Additional Terms.**

(a) The City may, at its sole option, amend this Contract to add one (1) or more terms (each an “Additional Term”), such that the Initial Term and all Additional Terms combined do not exceed five (5) years, unless otherwise expressly set forth in the Provider Agreement. No Additional Term can exceed one (1) year without authorization by ordinance of City Council. The City is expected to give Provider thirty (30) days’ written notice of its intent to amend this Contract to add an Additional Term prior to each Additional Term.

(b) In addition, the City may amend the Contract to add one or more Additional Terms to maintain necessary Services and Materials for the City pending the procurement process for a new contract for additional services and materials or solely to complete existing work.

(c) There shall be no liability or penalty to the City for electing not to amend the term of this Contract to add one or more Additional Terms.

(d) At the City’s request, Provider shall promptly execute a Contract Document providing for an Additional Term. Unless otherwise stated in the Provider Agreement or in any Amendment, the same terms and conditions applicable in the Contract Documents prior to the Amendment shall apply in each Additional Term.

(e) Each Additional Term shall be subject to the availability of funds appropriated by City Council for such Additional Term. Each Amendment for an Additional Term of this Contract is a separate contract between the City and Provider.

ARTICLE III: PROVIDER’S DUTIES AND COVENANTS

3.1. **Performance Requirements.** Provider shall provide all Services and Materials in accordance with this Contract and applicable professional standards. All payments to Provider are contingent upon satisfactory performance of the terms and conditions set forth in this Contract, as determined in the sole discretion of the Responsible Official.

3.2. **Compliance with Applicable Law.** Provider shall comply with the requirements of all Applicable Law with respect to Provider’s activities, Services, Materials and facilities used in connection with any aspect of this Contract. Provider shall inform the Responsible Official, in writing, of any notices of violations of any Applicable Law within forty-eight (48) hours of Provider’s receipt thereof and shall correct any violations within the time prescribed by law, or immediately in the case of any emergency.

3.3. **Additional Services and Materials; Change in Scope of Services.** At any time during the Term of this Contract, the City may, by written change order or request delivered by notice to Provider, make changes to the Scope of Services under this Contract, and the Parties will, if appropriate, negotiate an adjustment in compensation, subject to the availability of funds

appropriated by City Council, if necessary. Provider shall not commence to perform or provide, and the City shall not pay for, any services or materials not included in this Contract (the “Additional Services and Materials”) unless and until Provider receives written pre-authorization (by change order or other request) from the Responsible Official that specifies the Additional Services and Materials to be provided. In no event shall the rates charged by Provider for said Additional Services and Materials exceed the lowest of (a) Provider’s then current standard rates for such Services or Materials; (b) such rates as the City and Provider may have negotiated for this Contract, as set forth in the Contract Documents; or (c) the lowest rate or rates that Provider may then be charging to other purchasers of like services and materials. If Provider requests changes to the Scope of Services, Provider must demonstrate to the satisfaction of the City, in its sole discretion, that the changes are necessary and not due to the acts or omissions of Provider. The City shall pay Provider additional compensation above the limit set forth in the Provider Agreement only if and when an Amendment to this Contract is duly executed by the Parties. The City shall have no responsibility or liability whatsoever for any fee, or for costs incurred by Provider for any services, materials or other costs or expenses, other than the Services and Materials and any duly approved Additional Services and Materials.

3.4. Responsibility.

(a) Notwithstanding the acceptance and approval by the City of any Services performed or Materials provided, Provider shall continue to be responsible for the professional quality, technical accuracy and the coordination of all Materials and Services provided by Provider under this Contract. Provider shall, without additional compensation, correct any errors, defects, deficiencies or omissions in Provider’s Materials and Services.

(b) The City’s review, approval or acceptance of, or payment for, any of the Materials and Services required under this Contract shall not constitute any representation, warranty, or guaranty by the City as to the substance or quality of the matter reviewed, approved or accepted and shall not be construed to operate as a waiver or estoppel of any of the City’s rights or privileges under this Contract or of any cause of action arising out of the performance of this Contract. No Person shall have any right to rely in any way on the City’s review, approval or acceptance of Provider’s Services or Materials. Provider shall be and remain liable in accordance with this Contract and Applicable Law for all damages to the City caused by Provider or the Services or Materials provided by Provider. Review, approval or acceptance by the City or the Responsible Official under this Contract shall not constitute approval otherwise required by any City department, board, commission or other regulatory agency in the exercise of such department’s, board’s, commission’s or agency’s independent regulatory authority or police powers under Applicable Law.

(c) Without limiting Provider’s responsibility as set forth above, if any act or omission of Provider or error or deficiency or omission in the Services or Materials provided by Provider requires any change in the Scope of Services or any portion thereof, Provider shall promptly complete such change at no additional cost to the City.

3.5. Relationship with the City. Neither Provider’s personnel nor any Subcontractor personnel shall be employees of the City. Provider shall notify the City of any Provider personnel or any Subcontractor personnel who have any employment or other contractual relationship or agency relationship with the City.

3.6. **Time Frame for Submissions.** Provider shall perform any and all Services and shall submit any and all Materials required by this Contract within the time frames set forth in the Scope of Services attached as an exhibit to the Provider Agreement or as mutually agreed upon in writing by the City and Provider. Absent any such written time frames, Provider shall perform its obligations under this Contract diligently and promptly and before the scheduled expiration of the Term.

3.7. **Prompt Payment by Provider.** Provider shall pay promptly all Persons which have furnished labor or supplies in connection with the Services, the Materials or this Contract, including, without limitation, Subcontractors and suppliers. Provider will pay Subcontractors within the time period required under Section 14.3 (Executive Order 01-21: Minority, Woman and Disabled Business Enterprise Participation) below, to the extent it applies. Provider shall provide, upon request of the City, reasonable evidence that these Persons have been fully and timely paid.

3.8. **Sales and Use Tax.** The City is not subject to federal, state or local sales or use taxes or federal excise tax. Provider hereby assigns to the City all of its right to and title and interest in any sales or use tax that may be refunded as a result of any materials, including any Materials, purchased or services, including any Services, rendered in connection with this Contract. Unless directed otherwise by the City, Provider shall not file a claim for any sales or use tax refund subject to this assignment. Provider authorizes the City, in its own name or the name of Provider, to file a claim for a refund of any sales or use tax subject to this assignment.

3.9. **Subcontracts.**

(a) Provider shall not delegate or enter into any Subcontract for the performance of any of its obligations under this Contract, in whole or in part, without on each occasion first obtaining the written consent of the Responsible Official.

(b) Provider shall submit to the Responsible Official copies of all proposed Subcontract(s) to be entered into by Provider, along with Provider's written request for the City's consent. All such Subcontracts must specify, effective on the date of the Subcontract, that:

(1) Work performed by Subcontractor shall be in conformity with the terms of this Contract.

(2) Nothing contained in such Subcontract shall be construed to impair the rights of the City under this Contract.

(3) The City's consent to or approval of any Subcontract shall not create any obligation of the City to any Subcontractor.

(4) Nothing contained in such Subcontract, or under this Contract, shall create any obligation of the City to any Subcontractor.

(5) The City is expressly designated a third-party beneficiary of the Subcontract.

(6) Upon request by the City, at the City's sole option, and upon receipt of written notice from the City stating that this Contract between the City and Provider has been terminated, Subcontractor shall continue to perform its obligations under the Subcontract for the benefit of the City in conformity with the terms and conditions of this Contract, provided the City pays Subcontractor for the Services rendered and Materials provided by Subcontractor from and after the date of the termination of this Contract between the City and Provider at the same rate or in

the same amount as set forth in the Subcontract for those Services and Materials provided by Subcontractor after such date of termination.

(7) Subcontractor shall be bound by the same terms, covenants and conditions as Provider under this Contract, including, without limitation, confidentiality, maintenance and preservation of records, and audit by government representatives.

(8) Subcontractor presently, fully and unconditionally assigns, transfers and sets over to the City all of Subcontractor's right to and title and interest in any sales and use tax which may be refunded as a result of a claim for refund for any materials purchased in connection with the Subcontract or this Contract, and otherwise has all obligations to the City that Provider has pursuant to Section 3.8 (Sales and Use Tax) above.

(9) Subcontractor shall not be indebted to the City and shall have all obligations to the City that Provider has pursuant to Subsection 4.1(f) (No Indebtedness to the City) and Subsection 4.1(g) (Commercial Activity License) below.

(10) Subcontractor shall comply with Chapter 17-400 (Payment or Reimbursement of Employee Expenses Associated with the Use of Exclusionary Private Organizations) of the Code and shall have all obligations to the City and to Provider that Provider has pursuant to Section 14.2 (Chapter 17-400 of The Philadelphia Code: Exclusionary Private Organizations) below.

(11) Subcontractor shall comply with Section 17-104 (Prerequisites to the Execution of City Contracts) of the Code and shall have all obligations to the City that Provider has pursuant to Sections 14.6 (Northern Ireland) and 14.8 (Business, Corporate and Slavery Era Insurance Disclosure) below.

(12) Subcontractor shall comply with Chapter 17-1300 (Philadelphia 21st Century Minimum Wage and Benefits Standard) of the Code to the extent it is applicable to a Subcontractor that is also a Service Contractor (as defined in Chapter 17-1300) providing Services under the Subcontract, and to subcontractors at any tier that are also Service Contractors providing Services under this Contract. Provider shall notify its Subcontractors of these provisions; shall expressly incorporate this paragraph and Section 14.10 (Chapter 17-1300 of The Philadelphia Code: Philadelphia 21st Century Minimum Wage and Benefits Standard) below, with appropriate adjustments for the identity of the parties, in each Subcontract; and shall require its Subcontractors to include such terms in any lower-tier subcontract that is, or may become, covered by Chapter 17-1300.

(13) Subcontractor is and shall remain eligible for contracts with the City subject to Chapter 17-1400 (Non-Competitively Bid Contracts; Financial Assistance) of the Code, and shall have all obligations to Provider that Provider has to the City pursuant to Section 14.11(Chapter 17-1400 of The Philadelphia Code: Contributions and Other Mandatory Disclosures) below.

(c) No Subcontract shall relieve Provider of any obligation under this Contract. Provider shall be as fully responsible for the acts and omissions of its Subcontractors and Persons either directly or indirectly employed or retained by them as it is for the acts and omissions of Provider and Persons directly or indirectly employed or retained by Provider.

(d) Any purported Subcontract made in violation of this Section 3.9 or of any other section in this Contract shall be null and voidable, at the City's option, and Provider shall itself be deemed to have made the commitments required of that Subcontractor under Section 3.9(b) hereof.

(e) City-Related Agencies. If Provider is a City-Related Agency, as defined in Section 17-1401 of the Code, then:

(1) Provider shall abide by the provisions of Chapter 17-1400 (Non-Competitively Bid Contracts; Financial Assistance) of the Code in awarding any subcontract(s) pursuant to this Contract as though such subcontracts were directly subject to the provisions of Chapter 17-1400, except that the exception set forth at Section 17-1406(8) shall apply to Provider as if Provider were listed in that subsection.

(2) Unless approved by the City to the contrary, any approvals required by Chapter 17-1400 of the Code to be performed by the City Solicitor shall be performed by Provider's General Counsel; any approvals required to be performed by the Director of Finance shall be performed by Provider's Chief Financial Officer; and any approvals required to be performed by the Mayor shall be performed by Provider's Executive Director.

ARTICLE IV: PROVIDER'S REPRESENTATIONS AND WARRANTIES

4.1. **Provider's Representations and Warranties**. Provider makes the following representations and warranties upon which the City has relied as a material consideration for the execution and delivery by the City of this Contract, including, but not limited to, those set forth in this Article IV. The representations and warranties stated below shall continue throughout the Term of this Contract. In the event any representation or warranty is or becomes untrue or inaccurate, Provider shall promptly give notice thereof to the City, specifying the manner in which said representation or warranty is untrue or inaccurate. *False statements to the City in or in connection with this Contract, in or pursuant to any representation or warranty made in this Article IV or otherwise, are subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities, which may include fines and imprisonment.*

(a) Good Standing. If Provider is not an individual, Provider is a business corporation, limited liability company, partnership, limited partnership or other business entity duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization. Provider is duly licensed, qualified and in good standing in the Commonwealth and in all jurisdictions in which it conducts business activities relating in any way to the performance of the Services and delivery of the Materials under this Contract, including, but not limited to, the jurisdiction in which Provider is organized. If Provider is a not-for-profit corporation or otherwise an entity determined to be tax-exempt pursuant to Section 501(c) of the Internal Revenue Code by the Internal Revenue Service, then Provider has procured, and shall maintain in full force and effect, all consents and approvals necessary in connection with such tax-exempt and non-profit status.

(b) Authority to Act. Provider has full legal power and authority to execute and deliver this Contract, and provide the Services and Materials as set forth herein. Provider has duly authorized by all necessary actions the execution and delivery of this Contract on behalf of Provider by the individual or individuals signing the Provider Agreement or any Amendment. This Contract is the legal, valid and binding obligation of Provider, enforceable against Provider in accordance with the terms set forth herein. The execution and delivery of this Contract by Provider will not result in a default under or a breach or violation of (1) Provider's certificate or articles of incorporation or bylaws, partnership agreement, limited liability company operating agreement or other pertinent organizational documents, as applicable; (2) any Applicable Law or any judgment, decree order, license, permit or other instrument or obligation to which Provider is now a party or

by which Provider may be bound or affected; and (3) Provider's tax-exempt status, if applicable. No further consent, approval or authorization is required of any regulatory authority or governmental agency, or of any shareholder, partner, member, manager or other party related to Provider.

(c) No Litigation Preventing Performance. There is no litigation, claim, consent order, settlement agreement, arbitration, agency proceeding, investigation, challenge or other proceeding pending or threatened against Provider, its properties or business or any individuals acting on Provider's behalf, including, without limitation, Subcontractors, in which any Person seeks to enjoin or prohibit Provider from entering into or performing its obligations under this Contract.

(d) Requisite Licensure and Qualifications. Provider and all Persons acting on Provider's behalf, including, without limitation, Subcontractors, in connection with the Services and Materials under this Contract, possess and, at all times during the Term of this Contract, shall possess all licenses, certifications, qualifications or other credentials required in accordance with Applicable Law and the terms of this Contract, to perform the Services and provide the Materials. Provider shall provide the City with copies of all licenses, credentials and certifications required under this Section 4.1 within five (5) days of request by the City.

(e) No Adverse Interests. Except as disclosed in writing and approved in advance by the Responsible Official, neither Provider nor any of its directors, officers, members, partners or employees, has any interest, or will acquire any interest, directly or indirectly, that would or may conflict in any manner or degree with the performance or rendering of the Services and Materials.

(f) No Indebtedness to the City. Provider and any and all entities controlling Provider, under common control with Provider or controlled by Provider are not currently indebted to the City, and will not at any time during the Term of this Contract (including any Additional Term(s)) 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), water bills, sewer bills, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. Provider shall remain current during the Term of this Contract under all such agreements and payment plans and shall inform the Responsible Official in writing of Provider's receipt of any notices of delinquent payments under any such agreement or payment plan within five (5) days after receipt. In addition to any other rights or remedies available to the City at law or in equity, Provider acknowledges that any breach or failure to conform to this representation, warranty, and covenant may, at the option of the City, result in the withholding of payments otherwise due to Provider under this Contract or any other agreement with the City under which the City may then owe payment of any kind, 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 or the termination of this Contract for default (in which case Provider shall be liable for all excess costs and other damages resulting from the termination), or both.

(g) Commercial Activity License. If Provider is a "business" as defined in Section 19-2601 of the Code, Provider has and shall maintain during the Term of this Contract, a valid, current Commercial Activity License, issued by the City's Department of Licenses and Inspections, to do business in the City.

(h) Non-Suspension; Debarment. Provider and all individuals acting on Provider's behalf, including, without limitation, Subcontractors, are not under suspension or debarment from

doing business with the Commonwealth, any other state, or the federal government, or any department, agency or political subdivision of any of the foregoing. If Provider cannot so warrant, then Provider shall submit to the Responsible Official a full, complete written explanation as to why Provider cannot so warrant. Provider shall reimburse the City for the reasonable cost of investigation incurred by the City or the Commonwealth of Pennsylvania Office of Inspector General for investigation of Provider's compliance with the terms of this or any other contract between Provider and the City which results in the suspension or debarment of Provider. Such costs shall include, but are not limited to, salaries of investigators, including overtime, travel and lodging expenses, expert witness and documentary fees and attorney fees and expenses. Provider shall not be responsible for costs of investigations that do not result in the suspension or debarment of Provider or a Subcontractor.

(i) Additional Representations and Warranties. The enumeration of representations and warranties in this Article IV does not negate or limit Provider's other representations, warranties, and covenants under the Contract, including elsewhere in the General Provisions.

ARTICLE V: COMPENSATION

5.1. Certification of Available Funds. Provider acknowledges that payments under this Contract, and the City's obligation to make such payments, shall not exceed the amount certified by or on behalf of the City's Director of Finance as available for this Contract. A copy of the form signed by the Office of the Director of Finance showing the amount of currently available funds will be attached to the fully executed Contract returned to Provider. During the Initial Term and any Additional Term(s) of this Contract, the City reserves the right to fund any remaining balance of this Contract amount in varying amounts from time to time as funds become available, not to exceed in total the maximum amount stated in this Contract. Provider agrees that the City shall not be obligated to fund this Contract except out of funds certified by or on behalf of the City's Director of Finance as currently available, even if those funds are less than the maximum amount stated in this Contract. If sufficient funds are not certified as available at any time, the City may exercise its options described in Section 5.2 (Unavailability of Funds) below.

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

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

The City's exercise of either option under this Section 5.2 shall not affect any obligations or liabilities of either Party accruing prior to such termination or reduction of Services or Materials. Provider shall be compensated in accordance with the terms of this Contract for Services and Materials satisfactorily performed and delivered prior to such termination or modification of this Contract under this Section 5.2.

5.3. Crossing Fiscal Years. If any portion of the compensation set forth in this Contract is to be paid in any City fiscal year following the fiscal year in which the Initial Term or any Additional Term of this Contract commences (in either case, "Appropriated Fiscal Year"),

Provider understands and agrees that the portion of the compensation under this Contract payable with City funds for any period following the Appropriated Fiscal Year is subject to the discretion of City Council as to future appropriations. If, for any reason, funds for any such portion of the compensation are not appropriated by City Council in any Fiscal Year following the Appropriated Fiscal Year, this Contract and the City's liability under this Contract shall automatically terminate at the end of the then current Appropriated Fiscal Year; provided, however, that Provider shall be compensated in accordance with the terms of this Contract for Services and Materials satisfactorily performed and delivered prior to the end of the then current Appropriated Fiscal Year, subject to the other provisions of this Article V.

5.4. **Allowability of Cost Items.** All payments by the City under this Contract are subject to the limitations on the allowability of cost items imposed by the Contract Cost Principles.

ARTICLE VI: AUDITS; INSPECTION RIGHTS; RECORDS

6.1. **City Audit.** From time to time during the Term, and for a period of five (5) years after the expiration or termination of this Contract, the City may audit any and all aspects of Provider's performance under this Contract, including, but not limited to, its billings and invoices. Audits may be conducted by representatives, agents or contractors of the City, including the Department, or other authorized City representatives, including, without limitation, the City Controller. If requested by the City, Provider shall submit to the City all vouchers or invoices presented for payment pursuant to this 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 this Contract. All books, invoices, vouchers, records, reports, cancelled checks and other materials shall be subject to periodic review or audit by the City.

6.2. **Inspection.** All Services and Materials shall be subject to inspection and review by City, state and federal representatives, as may be applicable, or their designees, at the offices of Provider in the City, or in another location with the City's consent. Provider shall cooperate with all City, state and federal inspections and reviews conducted in accordance with the provisions of this Contract. Such inspection and review of Provider's Services and Materials, including, without limitation, programs and facilities, shall be in the sole discretion of the inspecting or reviewing entity. Such inspection or review may include, without limitation, meetings with consumers, review of staffing ratios and job descriptions, and meetings with any of Provider's staff members who are either directly or indirectly involved in providing Services or Materials.

6.3. **Availability of Records.** Provider shall make available, in the City at reasonable times during the Term of this Contract and for the period set forth in Section 6.4 (Retention of Records) below, all records pertaining to this Contract for the purpose of inspection, audit or reproduction by any authorized representative (including any agent or contractor and the City Controller) of the City, the Commonwealth of Pennsylvania Auditor General, and any other federal and state auditors, as may be applicable.

6.4. **Retention of Records.** Provider shall retain all records, books of account and documentation pertaining to this Contract for the period set forth in Section 6.1 (City Audit) above. If any litigation, claim or audit is commenced prior to expiration of said five (5) year period, then the records shall be retained until all litigation, claims or audit findings have been completely terminated or resolved, without right of further appeal, or if Applicable Law requires a longer period, then the records shall be retained for such longer period.

6.5. **Audits Pursuant to Section 6-400 of the Home Rule Charter.** Any Provider that is an Agency, as defined in Section 6-400 (Auditing Department) of the Charter, shall permit the City Controller to audit its affairs as authorized in Section 6-400 during the Initial Term or any Additional Term. Under Section 6-400, an Agency is any entity that a) receives funds from the City; and either b) is created by, or whose board of directors is in whole or part appointed by, one or more City officials or bodies, or c) is organized pursuant to legal authority granted to it by City ordinance.

ARTICLE VII: ASSIGNMENT

7.1. **Assignment by Provider.** Provider shall not assign this Contract, or any part of this Contract, or delegate performance of this Contract (other than to its own work forces), without obtaining the prior written consent of the Responsible Official. The decision whether to consent to an assignment, the timing of consent, if any, and conditions to such consent, if any, shall each be in the City's sole discretion. In the event Provider desires to assign payments under the Contract to a third party pursuant to a secured interest under the Uniform Commercial Code, the City must receive written statutory notice of the assignment which will remain in effect until the City receives written notice by Provider's assignee that the payment assignment has been released. Provider agrees to cooperate with the City in effectuating the direction of its payments to a third party which will include Provider's execution of a release in favor of the City in the form of a "Payment Directive." Any consent to the assignment of any monies to be paid under this Contract shall not relieve Provider from the faithful performance of any of its obligations under this Contract or change any of the terms and conditions of this Contract. Any purported assignment in violation of this Section shall be void and of no effect. The City's consent to an assignment shall not release the assignor from any liability accrued or thereafter accruing under this Contract. Any assignment or purported assignment shall be in writing and shall contain an express assumption by the assignee of all liability accrued or thereafter accruing under this Contract. Consent by the City to any assignment shall not be deemed a course of conduct, dealing or performance with respect to any other assignment or proposed assignment. For purposes of this Section 7.1, an assignment includes the acquisition of Provider, or a controlling interest therein, through a corporate or other merger, and the appointment of a receiver or bankruptcy trustee, and the transfer of this Contract or Provider in any bankruptcy or other insolvency proceeding.

7.2. **Applicability in Case of Bankruptcy or Insolvency.** A receiver or trustee of or for Provider in any federal or state bankruptcy, insolvency or other proceedings concerning Provider shall comply with the requirements set forth in Section 7.1 (Assignment by Provider) above.

7.3. **Personal Services.** Provider acknowledges that the Services and Materials are the personal services of Provider and the City shall have no obligation to accept performance by a third party without the Responsible Official's prior and express written consent.

ARTICLE VIII: INDEPENDENT CONTRACTOR; INDEMNIFICATION; LITIGATION COOPERATION

8.1. **Independent Contractor.** Provider is an independent contractor and shall not in any way or for any purpose be deemed or intended to be an employee or agent of the City. Neither Provider nor its agents, employees or Subcontractors shall in any way represent that they are acting as employees, officials or agents of the City.

8.2. **Indemnification.** Provider shall indemnify, defend and hold harmless the City and 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 and expenses), claims, suits, actions, damages, liability and expenses, occasioned wholly or in part by Provider's act or omission or negligence or fault or the act or omission or negligence or fault of Provider's agents, Subcontractors, independent contractors, suppliers, employees or servants in connection with this 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, intentional acts, failure to pay any Subcontractors and suppliers, any breach of this Contract, loss of data, data security breach, and any infringement or violation of any proprietary right (including, but not limited to, patent, copyright, trademark, service mark and trade secret).

8.3. **Litigation Cooperation.** If, at any time, the City becomes involved in a dispute or receives notice of a claim or is involved in litigation concerning the Services and Materials provided under this Contract, the resolution of which requires the services or cooperation of Provider, and Provider is not otherwise obligated to indemnify and defend the City pursuant to the provisions of Section 8.2 (Indemnification) above, Provider agrees to provide such services and to cooperate with the City in resolving such claim or litigation as Additional Services and Materials under Section 3.3 (Additional Services and Materials; Change in Scope of Services) above.

8.4. **Notice of Claims.** If Provider receives notice of a legal claim against it in connection with this Contract, Provider shall submit appropriate written notice of such claim to its insurance carrier within the time frame required for submission of claims by the applicable insurance policy and, within ten (10) business days of receipt of notice of the claim, to the Responsible Official.

ARTICLE IX: INSURANCE

9.1. **Insurance Policies.** Unless otherwise approved by the City's Risk Management Division in writing, Provider shall, at its sole cost and expense, procure and maintain, or cause to be procured and maintained, in full force and effect, the types and minimum limits of insurance specified below, or such greater amounts or additional coverages set forth elsewhere in the Contract, covering Provider's performance of the Services and the delivery of the Materials. Provider shall procure, or cause to be procured, all insurance from reputable insurers admitted to do business on a direct basis in the Commonwealth or otherwise acceptable to the City. All insurance herein, except Professional Liability insurance, shall be written on an "occurrence" basis and not a "claims-made" basis. In no event shall Provider perform any Services or other work until Provider has delivered or caused to be delivered to the City's Risk Management Division the required evidence of insurance coverages. All insurance coverages shall provide for at least thirty (30) days' prior written notice to be given to the City in the event coverage is materially changed, cancelled or non-renewed. The City, its officers, employees and agents, shall be named as additional insureds on the General Liability Insurance policy. Provider shall also deliver or cause to be delivered to the City an endorsement stating that the coverage afforded the City and its officers, employees and agents, as additional insureds, will be primary to any other coverage available to them and that no act or omission of the City, its officers, employees or agents shall invalidate the coverage.

(a) **Workers' Compensation and Employers' Liability:**

- (1) Workers' Compensation: Statutory Limits.

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

(3) Other states' insurance including Pennsylvania.

(b) General Liability Insurance:

(1) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; \$1,000,000 advertising injury; \$2,000,000 general aggregate and \$1,000,000 aggregate for products and completed operations. The City may require higher limits of liability if, in the City's sole discretion, the potential risk warrants.

(2) Coverage: Premises operations; blanket contractual liability; personal injury liability; products and completed operations; independent contractors, employees and volunteers as insureds; cross liability; and broad form property damage (including completed operations).

(c) Automobile Liability Insurance:

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

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

(d) Professional Liability Insurance:

(1) Limit of Liability: \$1,000,000 with a deductible not to exceed \$50,000.

(2) Coverage: Errors and omissions including liability assumed under Contract.

(3) Professional Liability Insurance may be written on a claims-made basis provided that coverage for occurrences happening during the performance of the Services 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 Services.

9.2. **Self-Insurance.** Provider may self-insure any of the coverages required under this Contract only with the prior written approval of the Responsible Official and the City's Risk Manager. If Provider wants to self-insure any of the coverages listed above, it shall submit to the Responsible Official and the City's Risk Management Division, prior to Provider's commencement of Services or delivery of any Materials hereunder, a certified copy of Provider's most recent audited financial statement and such other evidence of its qualifications to act as self-insurer (e.g., state approval) as the Responsible Official or the City's Risk Manager may request. If the City grants such approval, Provider understands and agrees that the City, its officers, employees and agents shall be entitled to receive the same coverages and benefits under Provider's self-insurance program that they would have received had the insurance requirements set forth above been satisfied by a reputable insurer admitted and duly authorized to do business in the Commonwealth or otherwise acceptable to the City. If at the time of commencement of any Term of this Contract, Provider self-insures its professional liability or workers' compensation and employers' liability coverage, Provider may, in lieu of the foregoing, furnish to the City a current copy of the state certification form for self-insurance or a current copy of the State Insurance Commissioner's letter of approval, whichever is appropriate. The insurance (including self-insurance) requirements set forth herein are not intended and shall not be construed to modify, limit or reduce the indemnifications made in this Contract by Provider to the City, or to limit

Provider's liability under this Contract to the limits of the policies of insurance (or self-insurance) required to be maintained by Provider hereunder.

9.3. **Evidence of Insurance Coverage.** Certificates of insurance evidencing the required coverages must specifically reference the City contract number for which they are being submitted. The original certificates of insurance must be submitted to the City's Risk Manager at the following address:

The City of Philadelphia
Office of the Director of Finance
Division of Risk Management
1515 Arch Street, 14th Floor
Philadelphia, PA 19102-1579
(Fax No.: 215-683-1705)

A copy of the certificates of insurance shall be submitted to the Responsible Official at the address of the Department set forth in the Notice Section of the Provider Agreement. Both submissions must be made at least ten (10) days before work begins and at least ten (10) days before each Additional Term. The City, in its sole discretion, may waive the ten (10) day requirement for advance documentation of coverage in situations where such waiver will benefit the City. The actual endorsement adding the City as an additional insured must specifically reference the City contract number and be submitted to the City's Risk Management Division at the above address. The City reserves the right to require Provider to furnish certified copies of the original policies of all insurance required under this Contract at any time upon ten (10) days' written notice to Provider.

9.4. **Fidelity Bond; Crime Insurance.** When required elsewhere in the Contract Documents, Provider shall, at its sole cost and expense, obtain and maintain during the Initial Term and any Additional Term(s) of this Contract, a fidelity bond in an amount equal to the greater of (a) Ten Thousand Dollars (\$10,000) or (b) the amount specified elsewhere in the Contract Documents, covering Provider's employees who have financial responsibilities related to the receipt and disbursement of funds under this Contract. In lieu of a fidelity bond, Provider may obtain coverage for crime insurance with limits that are the greater of (a) \$10,000 or (b) the amount specified in the Provider Agreement. The fidelity bond or crime insurance, whichever is obtained by Provider, shall name the City as a beneficiary. Evidence of the existence of the fidelity bond or crime insurance shall be submitted to the City prior to the commencement of Services in conformity with the requirements of Section 9.3 (Evidence of Insurance Coverage) above.

ARTICLE X: OWNERSHIP OF MATERIALS; PROPRIETARY INFORMATION; CONFIDENTIALITY

10.1. **Ownership of Materials.**

(a) Subject to Applicable Law, all Materials shall be the sole and absolute property of the City and the City shall have title thereto and unrestricted use thereof. To the extent that any Materials relating to this Contract developed by or for Provider embody a copyrightable work, including, but not limited to, a "compilation" as that term is used in 17 U.S.C. § 101, as amended from time to time, the City and Provider agree that such copyrightable work(s) shall be considered as one or more "works made for hire" by Provider for the City, as that term is used in 17 U.S.C. §§ 101 and 201(b), as amended from time to time. To the extent that any Materials relating to this

Contract developed by or for Provider embody one or more copyrightable works but are neither a “compilation” nor any other form of “work made for hire,” Provider hereby assigns, and agrees to execute instruments evidencing such assignment, all copyrights in all of such works to the City. Provider shall cause all Materials developed or produced by Provider and any Subcontractor in connection with this Contract which embody a copyrightable work to bear the following designation: “© ___ The City of Philadelphia” [complete then current year in blank line].

(b) Provider shall make available to the City, upon the City’s request, a copy of any Materials prepared by or for Provider in performance of this Contract, at no cost to the City.

(c) All computer programs, tapes and software developed under this Contract shall be compatible with specifications set by the Department.

(d) Provider hereby grants, and shall require its Subcontractors to grant, to the City a royalty-free, nonexclusive and irrevocable right to publish, translate, reproduce, deliver, perform and authorize others to do so, all studies, media, curricula, reports and other Materials not owned by the City under this Contract but which relate to the performance of the Services, Materials or this Contract; provided, however, that Provider shall not be required to grant such right to the City with respect to any Materials for which Provider would be liable to pay compensation to third parties because of such grant.

10.2. Non-Disclosure and Destruction of Data. Provider and its employees, agents, Subcontractors, suppliers, and any person or entity acting on its behalf (a) will maintain in strict confidence all City Data; (b) will not, without the City’s written permission, issue, divulge, disclose, publish, communicate, or distribute any City Data to any person or entity except as may be strictly necessary to perform under the Contract; (c) will not, without the City’s written permission, in any way use any City Data for their businesses, research, or other advantage or gain (except as may be strictly necessary to perform under the Contract), including, without limitation, any use of City Data in any presentation, demonstration, or proposal to perform work, to the City or to others, that may be conducted or created as part of their business activities or otherwise; and (d) except as required by Applicable Law, will immediately upon termination of the Contract return all City Data to the City, destroy any and all copies of any City Data that are in their possession, whether on paper or in electronic or other form and, if requested by the City in writing, will certify in writing that there has been full compliance with this Section 10.2. See also Section 14.9 (Terms and Conditions Relating to Protected Health Information).

ARTICLE XI: EVENTS OF DEFAULT

11.1. Events of Default. Each of the following shall be an Event of Default by Provider under this Contract:

(a) Failure by Provider to comply with any provision of this Contract.

(b) Occurrence of an Event of Insolvency with respect to Provider.

(c) Falseness or inaccuracy of any warranty or representation of Provider contained in this Contract or in any other document submitted to the City by Provider.

(d) Any act, omission, or misrepresentation which renders Provider ineligible for a City contract or renders the Contract voidable under Chapter 17-1400 of the Code.

(e) Misappropriation by Provider of any funds provided under this Contract or failure by Provider to notify the City upon discovery of any misappropriation.

(f) A violation of law which results in a guilty plea, a plea of *nolo contendere*, or conviction of a criminal offense by Provider, its director, employee or agent (1) directly or indirectly relating to this Contract or the Services or Materials provided under this Contract, whether or not such offense is ultimately adjudged to have occurred; or (2) which adversely affects the performance of this Contract.

(g) Indictment of or other issuance of formal criminal charges against Provider, its director, employee or agent for any criminal offense or any other violation of Applicable Law directly relating to this Contract or Services or Materials, or which adversely affects Provider's performance of this Contract in accordance with its terms, whether or not such offense or violation is ultimately adjudged to have occurred.

(h) Debarment or suspension of Provider or any agent, employee or Subcontractor of Provider under a federal, state or local law, rule or regulation.

11.2. **Notice and Cure.** The City agrees that the City will not exercise any right or remedy provided for in Section 12.1 (The City's Remedies) below because of any Event of Default unless the City shall have first given written notice of the Event of Default to Provider, and Provider, within a period of ten (10) days thereafter, or such additional cure period as the City may authorize, shall have failed to correct the Event of Default; provided, however, that no such notice from the City shall be required nor shall the City permit any period for cure if:

(a) Provider has temporarily or permanently ceased providing Services and Materials.

(b) The Event of Default creates an emergency which requires, as determined by the City in the City's sole discretion, immediate exercise of the City's rights or remedies.

(c) The City has previously notified Provider in the preceding twelve (12) month period of any Event of Default under this Contract.

(d) An Event of Default occurs as described in Section 11.1(e), 11.1(f) or 11.1(h) above.

(e) Provider has failed to obtain or maintain any insurance or bond required under this Contract.

Nothing contained in this Section 11.2 shall limit the City's rights under Article XII (Remedies) below.

ARTICLE XII: REMEDIES

12.1. The City's Remedies.

(a) In the event Provider has committed or permitted an Event of Default and has been notified thereof in accordance with Section 11.2 (Notice and Cure) above, then the City may, but shall not be obligated to, take any or all of the following actions without further notice to or demand on Provider and without waiving or releasing Provider from any of its obligations under this Contract:

(1) Perform (or cause a third party to perform) this Contract, in whole or in part, including, without limitation, obtaining or paying for any required insurance or performing other acts capable of performance by the City. Provider shall be liable to the City for all sums paid by the City and all expenses incurred by the City (or a third party) pursuant to this Section 12.1(a)(1), together with interest at the highest legal rate permitted in the Commonwealth thereon from the date the City or its agent incurs such costs. The City shall not in any event be liable for

inconvenience, expense or other damage incurred by Provider by reason of the City's performance or paying such costs or expenses, and the obligations of Provider under this Contract shall not be altered or affected in any manner by the City's exercise of its rights under this Section 12.1.

(2) Withhold payment of, or offset against, any funds payable to or for the benefit of Provider.

(3) Collect, foreclose or realize upon any bond, collateral, security or insurance provided by or on behalf of Provider.

(4) Exercise any other right the City has or may have at law, in equity, or under this Contract.

(b) In the event Provider has committed or permitted an Event of Default and has been notified thereof in accordance with Section 11.2 (Notice and Cure) above, then the City may, but shall not be obligated to, without waiving or releasing Provider from any of its obligations under this Contract, terminate or suspend this Contract in whole or in part, as set forth more fully in Article XIII (Termination and Suspension) below. In the event of partial termination or suspension, Provider shall continue the performance of this Contract to the extent not terminated or suspended.

(c) The Services and Materials purchased from Provider are unique and not otherwise readily available. Accordingly, Provider acknowledges that, in addition to all other remedies to which the City is entitled, the City shall have the right, to the fullest extent permitted under Applicable Law, to enforce the terms of this Contract without limitation, by a decree of specific performance or by injunction restraining a violation, or attempted or threatened violation, of any provision of this Contract.

12.2. **Concurrent Pursuit of Remedies; No Waiver.** The City may exercise any or all remedies set forth in this Article XII, 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 Provider shall operate as a waiver of any of the City's rights in connection with this Contract. The rights and remedies of the City as described in this Article XII and as described elsewhere in this Contract shall not be exclusive and are in addition to any other rights or remedies available to the City under this Contract at law or in equity.

ARTICLE XIII: TERMINATION AND SUSPENSION

13.1. **Termination or Suspension for Any Reason.** In addition to its rights under Articles V (Compensation) and XII (Remedies) above, the City shall have the right to terminate this Contract or suspend Provider's performance under this Contract at any time during the Term of this Contract, in whole or in part, for any stated reason, including, without limitation, the convenience of the City. The City shall give written notice to Provider of any full or partial termination or suspension, stating the reason(s) for its action, setting forth the effective date of the termination or suspension and describing any partial termination or suspension.

13.2. Provider's Responsibilities Upon Termination or Suspension.

(a) Upon the City's service of a Termination Notice or a Suspension Notice under any provision of this Contract, Provider and its agents, employees and Subcontractors, shall:

(1) Take immediate action in an orderly manner to discontinue Services and Materials, and demobilize work forces to minimize the incurrence of costs; and

(2) Upon request by the City by notice to Provider, collect, assemble and transmit to the City all Materials in such state of completion as may exist as of the effective date of the termination or suspension. All such Materials shall be clearly labeled and indexed to the satisfaction of the Responsible Official and delivered to the Responsible Official by Provider on or before the date set forth in the Termination Notice for delivery of the Materials or, if no such date is set forth in the Termination Notice, then before the effective date of termination set forth in the Termination Notice. Provider waives and releases any and all right to any retaining or charging liens or similar right or remedy in favor of Provider.

(b) The City's termination or suspension of this Contract shall not affect any obligations or liabilities of either Party accruing prior to the effective date of such termination or suspension.

(c) There shall be no liability, cost or penalty to the City for termination or suspension of this Contract.

13.3. **Payment of Provider Upon Termination or Suspension.**

(a) Upon termination or suspension of this Contract by the City for an Event of Default, Provider shall be entitled to payment of such an amount, to be determined by the City and subject to audit, as shall compensate it for the work satisfactorily performed prior to the termination date; provided, however, that:

(1) Provider is not entitled to be compensated for termination expenses or for anticipated profits, unabsorbed or underabsorbed overhead, or unperformed Services; and

(2) The City may deduct from any amount due and payable to Provider prior to the termination date, but withheld or not paid, the total amount of fees, costs or additional expenses incurred by the City in order to satisfactorily complete the Services and Materials required to be performed by Provider under this Contract, including the expense of engaging another provider for this purpose, and such other damages, costs, losses and expenses of the City as may be incurred or result from such termination for an Event of Default.

(b) In the event of termination or suspension of this Contract by the City for the City's convenience, Provider shall be paid such an amount as shall compensate Provider for the portion of the Services satisfactorily performed and Materials satisfactorily delivered prior to the date of termination. The City shall not pay Provider any amount for Provider's termination or suspension expenses or anticipated profits, unabsorbed or underabsorbed overhead or unperformed Services and Materials not satisfactorily delivered.

(c) In no event shall Provider be entitled to payment beyond the maximum amounts set forth elsewhere in the Contract.

13.4. **Suspension.**

(a) Suspension after an Event of Default, or pending investigatory or criminal proceedings concerning an event that would constitute an Event of Default if resolved contrary to the interests of Provider or a Person for which Provider may be responsible, shall not constitute a waiver or release of any liability of Provider for such Event of Default or any of the City's damages or other remedies arising out of such Event of Default; nor shall such suspension be deemed an election of remedies in derogation of any other remedy.

(b) Provider acknowledges that the City shall have the right, in its sole discretion, to suspend Provider's performance in the event City Council does not appropriate funds enabling payment for the performance of this Contract.

(c) If the City issues a Suspension Notice to Provider, such suspension shall continue from the effective date specified in the Suspension Notice until a date specified in the Suspension Notice which shall be not more than one hundred eighty (180) days after the effective date (the "Suspension Period"). On or prior to the expiration of the Suspension Period, the City shall either terminate this Contract by giving a Termination Notice pursuant to Section 13.1 (Termination or Suspension for Any Reason) above; or issue a new Suspension Notice; or by notice to Provider, instruct Provider to resume the delivery of Services and Materials pursuant to this Contract upon the expiration of the Suspension Period. The City may exercise its right to amend the Contract to add an Additional Term without waiving the suspension; but in the absence of the City's notice of intent to enter into such amendment, Provider shall terminate Services and Materials at the end of the Term even if the Suspension Period has not yet expired.

(d) After issuing a Suspension Notice, the City shall pay any invoices submitted by Provider for Services rendered prior to the commencement of the Suspension Period or otherwise payable by the City to Provider under this Contract, subject to all the City's rights and remedies against Provider, including, but not limited to, its rights of set off and its right to review and accept Services and Materials prior to payment therefor.

ARTICLE XIV: ADDITIONAL REPRESENTATIONS AND COVENANTS OF PROVIDER RELATING TO CERTAIN APPLICABLE LAWS

In addition to the representations, warranties, and covenants made by Provider in Article IV (Provider's Representations and Warranties) above and elsewhere in the General Provisions and other Contract Documents, Provider further represents, warrants and covenants that, to the extent of their applicability to Provider, Provider is in compliance with the laws, ordinances, regulations and executive orders described below. By executing this Contract, Provider thereby certifies to such compliance. Provider further certifies that the representations, warranties, and covenants provided pursuant to this Article XIV shall continue to remain true throughout the Term of this Contract and for any other period of time required by such laws. *False statements to the City in or in connection with this Contract, in or pursuant to any representation or covenant made in this Article XIV or otherwise, are subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities, which may include fines and imprisonment.* In the event said representations, warranties, and covenants are or become untrue or inaccurate, Provider shall promptly give notice thereof to the City, specifying the manner in which said representation, warranty, or covenant is untrue or inaccurate. The provisions of this Article XIV are not intended to limit the applicability of the other provisions of this Contract, including, without limitation, Provider's agreement to comply with all Applicable Law.

14.1. **Non-Discrimination; Fair Practices.** In performing this Contract, Provider must comply with the terms of the Charter, the Fair Practices Ordinance (Chapter 9-1100 of the Code) and Mayor's Executive Order No. 04-86, as they may be amended from time to time. In addition, to the extent those provisions do not explicitly prohibit or cover certain types of discriminatory conduct, in performing this Contract, Provider has broader obligation under this Contract. In connection with providing any service or fulfilling any duty under this Contract, Provider shall not discriminate or permit discrimination against any individual on the basis of actual or perceived

race, ethnicity, color, sex, sexual orientation, gender identity, religion, national origin, ancestry, age, disability, marital status, source of income, familial status, genetic information; domestic or sexual violence victim status; or Acquired Immune Deficiency Syndrome (“AIDS”) status. In the event of any breach of this Section 14.1, the City may, in addition to any other rights or remedies available under this Contract, at law or in equity, suspend or terminate this Contract forthwith.

14.2. **Chapter 17-400 of The Philadelphia Code: Exclusionary Private Organizations.**

(a) In accordance with Chapter 17-400 of the Code, Provider 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 applicability of Articles XI (Events of Default) and XII (Remedies) above, a substantial breach of this Contract entitling the City to all rights and remedies provided in this Contract or otherwise available at law or in equity.

(b) Provider agrees to cooperate with the Commission on Human Relations of the City (the “Commission”) in any manner which the Commission deems reasonable and necessary for the Commission to carry out its responsibilities under Chapter 17-400 of the Code. Provider’s failure to so cooperate shall constitute, without limiting the applicability of Articles XI (Events of Default) and XII (Remedies) above, a substantial breach of this Contract entitling the City to all rights and remedies provided in this Contract or otherwise available at law or in equity.

14.3. **Executive Order 01-21: Minority, Woman and Disabled Business Enterprise Participation.** In accordance with Executive Order 01-21 (the “Antidiscrimination Policy”), the City, acting through its Office of Economic Opportunity (“OEO”), has established an antidiscrimination policy that relates to the solicitation and participation of Minority Business Enterprises (“MBE”), Woman Business Enterprises (“WBE”), and Disabled Business Enterprises (“DSBE”) (collectively, “M/W/DSBE”) in City contracts. The purpose of this Antidiscrimination Policy is to ensure that all businesses desiring to do business with the City have an equal opportunity to compete by creating access to the City’s procurement process and meaningfully increasing opportunities for the participation by M/W/DSBEs in City contracts at all tiers of contracting, as prime contractors, subcontractors and joint venture partners. In furtherance of this policy, the City will, from time to time, establish participation ranges for City contracts and City Related Special Projects. Provider agrees to comply with the requirements of the Antidiscrimination Policy by exercising its Best and Good Faith Efforts to include M/W/DSBEs in its contract, and where participation ranges are established by OEO, Provider agrees, without limitation, to submit documentation responsive to each of the participation ranges established for the Contract.

(a) **General Requirements.** In furtherance of the purposes of the Antidiscrimination Policy, Provider agrees to the following:

(1) Provider, if it has achieved participation commitments with M/W/DSBEs, represents that it has entered into legally binding agreement(s) (“M/W/DSBE Subcontract(s)”) with M/W/DSBEs as participants under this Contract for the services and in the dollar amount(s) and percentage(s) as specified in the M/W/DSBE Participation Exhibit to this Contract (the “Contract Commitment(s)”).

(2) Provider shall secure the prior written approval of the OEO before making any changes or modifications to any Contract Commitments made by Provider herein, including, without limitation, substitutions for its MBEs, WBEs and/or DSBES, changes or reductions in the services provided by its M/W/DSBE participants, or changes or reductions in the dollar amounts and/or percentage value paid to its M/W/DSBE participants.

(3) Unless otherwise specified in a M/W/DSBE Subcontract between Provider and its M/W/DSBE participant, as described in Section 14.3(a)(1) above, Provider shall, within five (5) business days after receipt of a payment from the City for services performed under the Contract, deliver to its M/W/DSBE participant its proportionate share of such payment for services performed by the M/W/DSBE participant. In connection with payment of its M/W/DSBE participants, Provider agrees to fully comply with the City's electronic payment reporting process, the Contract Compliance Reporting System (referred to as "CCRS" or "B2G") which is an electronic payment verification system; failure to verify payment in this system may result in withholding of payments.

(4) Provider shall, in the event of an increase in units of work and/or compensation under the Contract, increase its Contract Commitment(s) with its M/W/DSBE participants proportionately, which increase shall be reflected in the M/W/DSBE Subcontract(s) described in Section 14.3(a)(1) above. OEO may from time to time request documentation from Provider evidencing compliance with this provision.

(5) Provider shall submit, within the time frames prescribed by the City, any and all documentation the City may request, including, but not limited to, copies of M/W/DSBE Subcontracts, participation summary reports, M/W/DSBE participant invoices, telephone logs and correspondence with M/W/DSBE participants, cancelled checks and certification of payments. Provider shall maintain all documentation related to this Section 14.3 for a period of five (5) years from the date of Provider's receipt of final payment under the Contract.

(6) Provider agrees that the City may, in its sole discretion, conduct periodic reviews to monitor Provider's compliance with the terms of this Antidiscrimination Policy.

(7) Provider agrees that in the event the City determines that Provider has failed to comply with any of the requirements of this Antidiscrimination Policy, including substantial compliance with any Contract Commitment, the City may, in addition to any other rights and remedies it may have under the Contract which includes termination of the Contract, exercise one or more of the following remedies which shall be deemed cumulative and concurrent:

(A) Debar Provider from proposing on and/or participating in any future contracts for a maximum period of three (3) years.

(B) Withhold payment(s) or any part thereof until corrective action is taken. If corrective action is not taken to the satisfaction of OEO, the City may, without institution of a lawsuit, deduct money in an amount equal to the M/W/DSBE shortfall, which amount shall be collected and considered not as a penalty, but as liquidated damages for Provider's failure to comply with the Contract.

(8) No privity of contract exists between the City and any M/W/DSBE participant identified herein and the City does not intend to give or confer upon any such M/W/DSBE participant(s) any legal rights or remedies in connection with the subcontracted services pursuant to the Antidiscrimination Policy or by reason of this Contract except such rights or remedies that

the M/W/DSBE participant may seek as a private cause of action under any legally binding contract to which it may be a party. The remedies enumerated above are for the sole benefit of the City and the City's failure to enforce any provision or the City's indulgence of any non-compliance with any provision hereunder, shall not operate as a waiver of any of the City's rights in connection with this Contract nor shall it give rise to actions by any third parties including identified M/W/DSBE participants.

(b) **Special Requirements Applicable to Non-Profit Providers.** In the event Provider is a non-profit, the Contract may not be subject to M/W/DSBE participation ranges, but Provider shall demonstrate its compliance with the Antidiscrimination Policy by providing annually to OEO the following information:

(1) A statement identifying the race, gender, disability status and ethnic composition of its workforce and board of directors;

(2) A list of the non-profit's five highest dollar value M/W/DSBE suppliers of products and services; and

(3) The non-profit's written "equal opportunity statement," an assurance of the non-profit's efforts to maintain a diverse workforce and board of directors and operate a fair and effective supplier diversity program.

(c) **Criminal Liability for Fraudulent or False Statements.** Provider hereby verifies that all information submitted to the City in connection with the Antidiscrimination Policy is true and correct and is notified that the submission of false information is subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities, which may include payment of a fine of at least \$1,000 and a term of imprisonment of not more than two (2) years. Provider also acknowledges that under 18 Pa.C.S. § 4107.2(a)(4), it is a felony in the third degree, punishable by a term of imprisonment of not more than seven (7) years in addition to the payment of any fines or restitution, if, under this Contract, Provider fraudulently obtains public moneys reserved for or allocated or available to minority business enterprises or women's business enterprises.

14.4. **Federal Laws.** Provider shall comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d - 2000d.7), Section 504 of the Federal Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 - 6107), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681), and 45 C.F.R. Part 92, as they may be amended from time to time, which together prohibit discrimination on the basis of race, color, national origin, sex, handicap, age and religion.

14.5. **Americans with Disabilities Act.** Provider understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from providing Services or Materials under this Contract. By executing and delivering this Contract, Provider covenants to comply with all provisions of the Americans with Disabilities Act (42 U.S.C. §§ 12101-12213) (the "ADA"), and all regulations promulgated thereunder, as the ADA and regulations may be amended from time to time, which are applicable (a) to Provider; (b) to the benefits, Services, Materials, activities, facilities and programs provided in connection with this Contract; (c) to the City or the Commonwealth; (d) to the benefits, services, activities, facilities and programs of the City or the Commonwealth; and (e) if any funds under this Contract are provided by the federal government, to federal funds, benefits, services, activities, facilities and programs applicable to this Contract. Without limiting the applicability of the preceding sentence,

Provider shall comply with the “General Prohibitions Against Discrimination” (28 C.F.R. Part 35.130), and all other regulations promulgated under Title II of the ADA, as they may be amended from time to time, which are applicable to the benefits, services, facilities, programs and activities provided by the City through contracts with outside contractors.

14.6. Northern Ireland.

(a) In accordance with Section 17-104 of the Code, Provider (including any parent company, subsidiary, exclusive distributor or company affiliated with Provider) (1) confirms that it does not have, and agrees that it will not have at any time during the Term of this Contract, any investments, licenses, franchises, management agreements or operations in Northern Ireland; and (2) agrees that no product to be provided to the City under this Contract will originate in Northern Ireland, unless Provider has implemented the fair employment principles embodied in the MacBride Principles.

(b) In the performance of this Contract, Provider agrees that it will not use any suppliers, Subcontractors or subconsultants at any tier (1) who have (or whose parent, subsidiary, exclusive distributor or company affiliate have) any investments, licenses, franchises, management agreements or operations in Northern Ireland; or (2) who will provide products originating in Northern Ireland unless said supplier, Subcontractor or subconsultant has implemented the fair employment principles embodied in the MacBride Principles.

(c) Provider 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 Code. Provider expressly understands and agrees that any false certification or representation in connection with this Section 14.6 and any failure to comply with the provisions of this Section 14.6 shall constitute a substantial breach of this Contract entitling the City to all rights and remedies provided in this Contract or otherwise available at law (including, but not limited to, Section 17-104 of the Code) or in equity.

14.7. Limited English Proficiency. Provider understands and agrees that no individual who is limited in English language proficiency shall be denied access to Services provided under this Contract on the basis of that limitation. As a condition of accepting and executing this Contract, Provider shall comply with all provisions of Title VI of the Civil Rights Act of 1964, Executive Order No. 12250 of the President of the United States, Mayor’s Executive Order No. 04-01, and all regulations promulgated thereunder, as the Act and regulations may be amended from time to time, which are applicable (a) to Provider; (b) to the benefits, services, activities and programs provided in connection with this Contract; (c) to the City, or the Commonwealth; and (d) to the benefits, services, activities and programs of the City or of the Commonwealth, and if any funds under this Contract are provided by the federal government, which are applicable to the federal government and its benefits, services, activities and programs. Without limiting the applicability of the preceding sentence, Provider shall comply with 45 C.F.R. 80 et. seq. and all other regulations promulgated under Title VI of the Civil Rights Act of 1964, as they may be amended from time to time, which are applicable to the benefits, services, programs and activities provided by the City through contracts with outside contractors. If Provider will have any public-facing interactions under this Contract, Provider agrees to complete, on a yearly basis, the Annual Report Worksheet for Contractors and Grantees, to be provided by the Department.

14.8. Business, Corporate and Slavery Era Insurance Disclosure.

(a) In accordance with Section 17-104(2) of the Code, Provider shall complete an affidavit certifying and representing that Provider (including any parent company, subsidiary, exclusive distributor or company affiliated with Provider) has searched any and all records of Provider or any predecessor company regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era. The names of any slaves or slaveholders described in those records must be disclosed in the affidavit.

(b) Provider expressly understands and agrees that any false certification or representation in connection with this Section 14.8 and/or any failure to comply with the provisions of this Section 14.8 shall constitute a substantial breach of this Contract entitling the City to all rights and remedies provided in this Contract or otherwise available at law, including, but not limited to, Section 17-104 of the Code, or in equity and the Contract will be deemed voidable.

14.9. Terms and Conditions Relating to Protected Health Information.

(a) The City is a “hybrid entity” as defined in 45 CFR §164.103 and has designated certain portions of the City as “Covered Units” that perform covered functions and are subject to the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (“HIPAA”). The Covered Units are listed on the City’s website at <http://www.phila.gov/privacypolicy/>. The City may, at any time, modify its list of Covered Units without providing notice outside of the website. Other parts of the City may also be subject to HIPAA to the extent they provide services to a Covered Unit or another covered entity involving the creation, receipt, maintenance, or transmission of protected health information.

(b) To meet its obligations under HIPAA, the City requires its business associates to agree to the Terms and Conditions Relating to Protected Health Information (“City PHI Terms”) posted on the City’s website (<https://www.phila.gov/privacypolicy/>). The City PHI Terms are hereby incorporated in this Section 14.9 as if fully set forth herein.

(c) Provider is subject to, and shall comply with, the City PHI Terms if: (i) the Contract contains language affirming that Provider is subject to the City PHI Terms or that Provider is the City’s business associate; or (ii) Provider, directly or through an agent or Subcontractor, performs functions or provides services that make it the City’s “business associate” as defined in 45 CFR § 160.103 (regardless of whether the Contract expressly affirms such relationship).

14.10. Chapter 17-1300 of The Philadelphia Code: Philadelphia 21st Century Minimum Wage and Benefits Standard.

(a) If Provider or any Subcontractor at any tier is an Employer subject to the requirements of Chapter 17-1300 of the Code, as that term is defined in Section 17-1302 and described in Section 17-1303 of the Code, then, absent a waiver, during the Initial Term and any Additional Term, in addition to any applicable state and federal requirements, it shall provide and cause any subcontractors at any tier that are also Employers to provide their respective covered Employees, as that term is defined in Section 17-1302 of the Code, with at least the minimum wage standard and minimum benefits standard and notice thereof, as required under Applicable Law. A summary of the current requirement is as follows:

(1) Term of Contract and Effective Date of Minimum Wage Rates.

(A) For contracts with a term of one year or less, the rate applicable on the effective date of the contract is the rate for the entire term of the contract.

(B) For renewals and amendments with a term of one year or less, the rate applicable on the effective date of the renewal or amendment is the rate for work performed during the term of the renewal or amendment and remains the rate throughout the term of the renewal or amendment.

(C) For contracts, renewals and amendments with a term longer than one year, the applicable rate on the effective date of the contract shall apply until the next June 30. On the next July 1, the new rate effective on that July 1 date shall apply during the period from July 1 through the following June 30. Each July 1, the rate may increase.

(2) Minimum Wage Rates. Absent a waiver, an Employer subject to Chapter 17-1300 shall pay each Employee an hourly wage, excluding benefits, equal to:

Effective Date between July 1, 2022, and June 30, 2023, \$15.00; and

Effective Date starting July 1, 2023, and thereafter, \$15.00 multiplied by the CPI Multiplier, provided that the minimum wage shall not be less than the previous year's minimum wage. The CPI Multiplier is calculated annually by the City's Director of Finance by dividing the most recently published Consumer Price Index for all Urban Consumers All Items Index for Philadelphia, Pennsylvania, by the most recently published Consumer Price Index for all Urban Consumers ("CPI-U") as of July 1, 2022. The then current minimum hourly wage applicable to City contractors and subcontractors will be posted on the City's website.

(3) Minimum Benefits. Absent a waiver, if the Employer is subject to Chapter 17-1300, to the extent the employer provides health benefits to any of its employees, the Employer shall provide each full-time, non-temporary, non-seasonal covered Employee with health benefits at least as valuable as the least valuable health benefits that are provided to any other full-time employees of the Employer. The Employer shall also provide to each covered Employee at least the minimum number of earned sick leave days required by Section 17-1305(2) of the Code.

(b) Absent a waiver, if Provider is subject to Chapter 17-1300, Provider shall promptly provide to the City all documents and information as the City may require verifying its compliance and that of all covered Employers providing Services under the Contract with the requirements of Chapter 17-1300. Each covered Employer shall notify each affected Employee what wages and benefits are required to be paid pursuant to Chapter 17-1300.

(c) Absent a waiver, if Provider is subject to Chapter 17-1300, Provider shall take such steps as are necessary to notify its covered Subcontractors of the requirements of this Section 14.10 and to cause such covered Subcontractors to notify lower-tier covered subcontractors of these requirements, including, without limitation, by incorporating this Section 14.10, with appropriate adjustments for the identity of the parties, in its Subcontracts with such covered Subcontractors.

(d) A Provider or Subcontractor at any tier subject to Chapter 17-1300 that fails to comply with these provisions may, after notice and a hearing before the Director of Finance or such other officer or agency designated by the Mayor, be suspended from receiving financial assistance from the City or from bidding on and/or participating in future City contracts, whether as a prime contractor or a subcontractor, for up to three (3) years. City Council may also initiate a similar suspension or debarment process. Such suspension or debarment shall be in addition to any of the other sanctions or remedies set forth in Chapter 17-1300 or this Contract.

(e) Without limiting the applicability of Articles XI (Events of Default) and XII (Remedies) above, the failure of a Provider or Subcontractor at any tier subject to Chapter 17-1300 to comply with these provisions shall constitute a substantial breach of this Contract entitling the City to all rights and remedies provided in this Contract or otherwise available at law or in equity.

(f) Provider's covered Employees shall be deemed third-party beneficiaries of Provider's representation, warranty, and covenant to the City under this Section 14.10 only, and the covered Employees of a Subcontractor at any tier that is also a covered Employer performing Services directly or indirectly under a Subcontract at any tier shall be deemed third-party beneficiaries of their Employer's representation, warranty, and covenant to Provider or such Subcontractors at any tier, as the case may be, under this Section 14.10.

(g) The City may grant a partial or total waiver of Chapter 17-1300 based on specific stipulated reasons elaborated in Section 17-1304 of the Code.

14.11. Chapter 17-1400 of The Philadelphia Code: Contributions and Other Mandatory Disclosures.

(a) Provider confirms on behalf of itself and its Subcontractor(s) that no contribution(s) have been made and agrees that none shall be made during the Term of this Contract by Provider, any Subcontractor, or any party from which a contribution can be attributed to Provider or Subcontractor that would render Provider or Subcontractor, as applicable, ineligible to apply for or enter into a Non-Competitively Bid Contract under the provisions of Sections 17-1404(1) and 17-1405 of the Code; 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 the Contract voidable at the City's option and shall make Provider liable for liquidated damages to the City in the amount of ten percent (10%) of the maximum payments to Provider allowed under the Contract, regardless whether actually paid. The City may exercise any or all of the remedies set forth in this Section 14.11, 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 Provider shall operate as a waiver of any of the City's rights in connection with this Contract. The rights and remedies of the City as described in this Section 14.11, and as described elsewhere in this Contract, shall not be exclusive and are in addition to any other rights or remedies available to the City under this Contract at law or in equity.

(b) Provider shall, during the Initial Term of the Contract, any Additional Term, and for one year thereafter, disclose any contribution of money or in-kind assistance that Provider, or any Consultant utilized by Provider in connection with this Contract, has made, or any individual or entity has made if such contributions can be attributed to Provider, or such Consultant pursuant to the attribution rules of Section 17-1405 of the Code, during such time period to a candidate for nomination or election to any elective City office or to an individual who holds such office, or to any political committee or party in the City, or to any group, committee or association organized in support of any such candidate, office holder, political committee or party, and the date and amount of such contribution.

(1) It shall not be a violation of this Section 14.11(b) if Provider fails to disclose a contribution made by a Consultant because Provider was unable to obtain such information from the Consultant, provided Provider demonstrates that it used reasonable efforts to attempt to obtain such information, including, at a minimum:

(A) Entering into a written agreement with the Consultant for such Consultant's services, before the filing of the application for the Contract, and before the Consultant communicated with a City department or office, official or employee on behalf of Provider;

(B) Including in such agreement a provision requiring the Consultant to provide Provider in a timely manner with all information required to be disclosed under the provisions of Chapter 17-1400 of the Code, and providing, in effect, that the agreement will be terminated by Provider 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 Provider as of the date of such termination;

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

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

(c) Provider shall, during the Initial Term of the Contract, any Additional Term, and for one year thereafter, disclose the name and title of each City officer or employee who, during such time period, asked Provider, any officer, director or management employee of Provider, or any Person representing Provider, to give money, services, or any other thing of value (other than a Contribution as defined in Section 17-1401 of the Code) to any Person, and any payment of money, provision of services, or any other thing of value (other than such a Contribution) given to any Person in response to any such request. Provider 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.

(d) Provider shall, during the Initial Term, and any Additional Term, of the Contract disclose the name and title of each City officer or employee who directly or indirectly advised Provider, any officer, director or management employee of Provider, or any Person representing Provider that a particular Person could be used by Provider to satisfy any goals established in the Contract for the participation of minority, women, disabled or disadvantaged business enterprises. Provider shall also disclose the date the advice was provided, and the name of such particular Person.

(e) The disclosures required by Sections 14.11(b), (c) and (d) shall be made utilizing the online disclosure update process through Provider's eContract Philly account which can be accessed on the City's website at <https://philawx.phila.gov/econtract/>. Such disclosures shall be timely made before the statutory deadline for the reporting period in which any disclosable event occurred. The disclosure reporting schedule is set forth in Section 17-1402(1)(e)(.5) of the Code. In the case of updates to political contributions made by Provider required by Section 14.11(b), the attribution rules of Section 17-1405 of the Code shall apply to determine what contributions must be disclosed under this provision as contributions of Provider or of a Consultant. Provider is advised that any individual who submits an update on eContract Philly must be an authorized signatory of Provider, authorized to make the required updated disclosures.

(f) Reports generated automatically by the online process for the updated disclosures required by Sections 14.11(b), (c) and (d) will be automatically forwarded to the President and

Chief Clerk of Council, and to the Mayor, Director of Finance, Procurement Department and the Department of Records.

(g) Provider represents and covenants that the Provider's disclosures required by Section 17-1402(1)(b) of the Code contain no material misstatements or omissions. Breach of this representation and covenant shall render the contract voidable at the City's option and shall subject the Provider to liquidated damages to the City in the amount of ten percent (10%) of the total value of the payments to be made to Provider under the Contract. For contracts valued above the formal bidding threshold applicable under Section 17-1406(5)(a) or (b) of the Code, material misstatements or omissions in disclosures pursuant to 17-1402(1)(b)(4) shall not constitute a breach of this representation and covenant unless Provider has made a material misstatement or omission of such disclosures in at least one additional City contract.

14.12. **Gifts.** Provider (including for purposes of this Section 14.12 its principals, officers, employees, and Subcontractors) shall comply with all Applicable Law restricting gifts to City officers and employees, including but not limited to 65 Pa. C.S. § 1103, Section 20-604 of the Code, and Executive Order 10-16 or any successor. Specifically:

(a) Pursuant to Executive Order 10-16, Provider shall not offer, make, or render any payment, subscription, advance, forbearance, rendering or deposit of money, services, entertainment, invitation, food, drink, travel, lodging or anything of value to any City officer or employee, unless consideration of equal or greater value is received, from any person who, at the time or within twelve (12) months preceding the time such a gift is received:

(1) Is seeking, or has sought, official action from the officer or employee;

(2) Has operations or activities regulated by the officer's or employee's agency, department, office, board or commission, or, in the case of gifts to members of the Mayor's Cabinet, has operations or activities that are regulated by any agency, department, office, board or commission within the Executive and Administrative branch; or

(3) Has a financial or other substantial interest in acts or omissions taken by the officer or employee, which the officer or employee could substantially affect by official action.

(b) Additionally, Provider shall not permit any person that engages in lobbying on behalf of Provider for economic consideration, and is registered as such, pursuant to the requirements of Section 20-1202 of the Code or any other Applicable Law, including any attorney-at-law while engaged in lobbying, to offer or give a gift of any value to any City officer or employee.

(c) Provider 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 10-16 or any other Applicable Law, Provider shall be subject to sanctions with respect to future City contracts. Such sanctions may range from disqualification from participation in a particular contract to debarment, depending on the nature of the violation.

(d) If solicited for gifts or gratuities by City officials or employees, Provider must report each such incident to the appropriate authorities, including, but not limited to, the City's Board of Ethics and Office of the Inspector General. All City employees offered gifts or gratuities in violation of Executive Order 10-16 must also report the gifts or offers to the appropriate authorities. Properly documented gifts to the City itself may be permissible as outlined in Section 7 of Executive Order 10-16.

14.13. Chapter 17-1900 of The Philadelphia Code: Equal Benefits Ordinance.

(a) Unless Provider is a government agency, this is a “Service Contract” as that term is defined in Section 17-1901(4) of the Code. If the Service Contract is in an amount in excess of \$250,000, then pursuant to Chapter 17-1900 of the Code, Provider shall, for any of its employees who reside in the City, or any of its employees who are non-residents subject to City wage tax under Section 19-1502(1)(b) of the Code, extend the same employment benefits that Provider extends to spouses of its employees to life partners of such employees. Provider certifies that (1) it is in compliance with the requirements of Chapter 17-1900; (2) its employees have been notified of the employment benefits available to life partners pursuant to Chapter 17-1900; and (3) such employment benefits are currently, or will be made available within the time required by Section 17-1902(2), or that Provider does not provide employment benefits to the spouses of married employees.

(b) Provider acknowledges and agrees that the following terms are included in this Contract:

(1) Provider shall notify its employees of the employment benefits available to life partners pursuant to Chapter 17-1900 of the Code.

(2) Noncompliance by Provider with the requirements of Chapter 17-1900 of the Code shall be a material breach of this Contract.

(3) Discrimination or retaliation by Provider against any employee on account of having claimed a violation of Chapter 17-1900 of the Code shall be a material breach of this Contract.

(4) In addition to any other rights and remedies available to the City pursuant to this Contract at law or in equity, a material breach of this Contract related to Chapter 17-1900 of the Code may result in the suspension or debarment of Provider from participating in City contracts for up to three (3) years.

(c) An overview offering guidance on the applicability of, and requirements placed on City contractors by Chapter 17-1900 of the Code is available on the City’s website (at <https://secure.phila.gov/eContract/> under the “About” link) (see “Minimum Wage and Equal Benefits Ordinances Impacting Some City Contractors”).

14.14. **Appropriations Act.** If this Contract is funded in whole or part by federal grant funding appropriated by the Health Resources and Services Administration (HRSA), Provider shall comply with the Department of Defense and Labor, Health and Human Services, and Education Appropriations Act, 2019 and Continuing Appropriations Act, 2019, Division B, Pub. L. 115-245, as may be amended from time to time, which, among other things, restricts the use of federal grant funds for abortions and health benefits coverage that includes coverage of abortion.

ARTICLE XV: MISCELLANEOUS

15.1. **Governing Law.** This Contract shall be deemed to have been made in Philadelphia, Pennsylvania. This Contract and all disputes arising under this Contract shall be governed, interpreted, construed and determined in accordance with the laws of the Commonwealth, without giving effect to principles of Pennsylvania law concerning conflicts of laws.

15.2. **Amendments; Waiver.** This Contract may not be amended, supplemented, altered, modified or waived, in whole or in part, except by a written Amendment signed by the Parties.

Except to the extent that the Parties may have otherwise agreed in writing in an Amendment, no waiver, whether express or implied, by either Party of any provision of this Contract shall be deemed: (a) to be a waiver by that Party of any other provision in this Contract; or (b) to be a waiver by that Party of any breach by the other Party of its obligations under this Contract. Any forbearance by a Party in seeking a remedy for any noncompliance or breach by the other Party shall not be deemed to be a waiver of rights and remedies with respect to such noncompliance or breach.

15.3. **Integration.** The Contract Documents forming this Contract, including the Provider Agreement and the General Provisions and the exhibits incorporated by reference therein, contain all the terms and conditions agreed upon by the Parties, constitute the entire agreement among the Parties pertaining to the subject matter hereof, and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties (except to the extent specifically set forth herein). No other prior or contemporaneous agreements, covenants, representations or warranties, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any Party or to vary any of the terms contained in this Contract.

15.4. **No Joint Venture.** The Parties do not intend to create, and nothing contained in this Contract shall be construed as creating, a joint venture arrangement or partnership between the City and Provider with respect to the Services or the Materials.

15.5. **No Third-Party Beneficiaries.** With the exception of the remedy provided to third-party beneficiaries by Section 14.10(f) above, nothing in this Contract, express or implied, is intended or shall be construed to confer upon or give to any Person, other than the Parties, any rights, remedies, or other benefits, including, but not limited to, third-party beneficiary rights, under or by reason of this Contract. This Contract shall not provide any third party with any remedy, claim, liability, reimbursement, cause of action or other right other than any such remedy, claim, etc. existing without reference to the term of or the existence of this Contract.

15.6. **Counterparts.** This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

15.7. **Severability and Partial Invalidity.** The provisions of this Contract shall be severable. If any provision of this Contract or the application thereof for any reason or in any circumstance shall to any extent be held to be invalid or unenforceable, the remaining provisions of this Contract and the application of such provision to Persons, or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

15.8. **Survival.** Any and all provisions set forth in this Contract which, by its or their nature, would reasonably be expected to be performed after the termination of this Contract shall survive and be enforceable after such termination. Any and all liabilities, actual or contingent, which shall have arisen in connection with this Contract shall survive the expiration or earlier termination of this Contract, including, without limitation: Provider's representations, warranties, and covenants set forth in Article IV (Provider's Representations and Warranties) above; audit, inspection and record retention requirements set forth in Article VI (Audits; Inspection Rights; Records) above; Provider's obligation to indemnify, defend and hold harmless the City, its officers, employees and agents as set forth in Section 8.2 (Indemnification) above; the Parties' rights and obligations set forth in Article X (Ownership of Materials; Proprietary Information; Confidentiality) above; and

Provider's continuing obligations related to Section 14.11 (Chapter 17-1400 of The Philadelphia Code: Contributions and Other Mandatory Disclosures) above.

15.9. **Determination of Disputes.** Any dispute arising between the City and Provider under or with respect to either Party's covenants, obligations, powers, rights or duties under this Contract shall be submitted to and decided by the Responsible Official or a designee. The Responsible Official or designee shall render and reduce to writing the decision and furnish a copy to Provider by notice under this Contract. In connection with any dispute under this Contract, the Responsible Official shall offer Provider an opportunity to offer evidence in support of its position concerning the subject matter of the dispute. This Section 15.9 shall not be construed to limit the benefit to the City of Articles XI (Events of Default) or XII (Remedies) above.

15.10. **Interpretation; Order of Precedence.** In the event of a conflict or inconsistency between the terms of the Contract Documents, the terms of the General Provisions shall govern, followed by the terms of the Provider Agreement, and lastly by any exhibit, attachment, or other document incorporated by reference into the Contract. The foregoing notwithstanding, the Provider Agreement or an Amendment may expressly supersede, create exception to, or otherwise modify the General Provisions by specific reference thereto in the Provider Agreement, an Amendment, or an exhibit to either specifically labeled for such purpose.

15.11. **Headings.** The titles, captions or headings of Articles, Sections and Exhibits or schedules in this Contract are inserted for convenience of reference only; do not in any way define, limit, describe or amplify the provisions of this Contract or the scope or intent of the provisions, and are not a part of this Contract.

15.12. **Statutes and Other Citations.** All statutory or other citations of law referenced in the Contract shall refer to the statute or citation referenced, as it may be amended or superseded from time to time.

15.13. **Days.** Any references to a number of days in this Contract shall mean calendar days unless this Contract specifies business days.

15.14. **Forum Selection Clause; Consent to Jurisdiction.** The Parties irrevocably consent and agree that any lawsuit, action, claim, or legal proceeding involving, directly or indirectly, any matter arising out of or related to this Contract, or the relationship created or evidenced thereby, shall be brought exclusively in the United States District Court for the Eastern District of Pennsylvania or the Court of Common Pleas of Philadelphia County. It is the express intent of the Parties that jurisdiction over any lawsuit, action, claim, or legal proceeding shall lie exclusively in either of these two (2) forums. The Parties further irrevocably consent and agree not to raise any objection to any lawsuit, action, claim, or legal proceeding which is brought in either of these two (2) forums on grounds of venue or *forum non conveniens*, and the Parties expressly consent to the jurisdiction and venue of these two (2) forums. The Parties further agree that service of original process in any such lawsuit, action, claim, or legal proceeding may be duly effected by mailing a copy thereof, by certified mail, postage prepaid to the addresses specified in Section 5.1 (Notice) of the Provider Agreement.

15.15. **Waiver of Jury Trial.** Provider hereby waives trial by jury in any legal proceeding in which the City is a party and which involves, directly or indirectly, any matter (whether sounding in tort, contract or otherwise) in any way arising out of or related to this Contract or the relationship

created or evidenced hereby. This provision is a material consideration upon which the City relied in entering into this Contract.

15.16. **Notices.** All notices, demands, requests, waivers, consents, approvals or other communications which are required or may be given under this Contract shall be in writing and shall be deemed to have been duly made (a) when received or refused if delivered by hand with receipt given or refused; (b) on the next business day if delivered by a nationally recognized overnight courier service (e.g., Federal Express or United Parcel Service); (c) on the date confirmed for delivery by electronic mail if delivered by electronic mail during business hours, otherwise at the beginning of the next business day; and (d) upon receipt or refusal of delivery if sent by certified or registered United States mail, return receipt requested. In each case, notices shall be sent to the addresses set forth in the section of the Provider Agreement entitled “Notice,” or to such other address as either Party may specify to the other by a notice complying with the terms of this Section 15.16.

APPENDIX B
CITY OF PHILADELPHIA
OFFICE OF ECONOMIC OPPORTUNITY
ANTIDISCRIMINATION POLICY- MINORITY, WOMAN AND DISABLED OWNED BUSINESS
ENTERPRISES
FORMS, INSTRUCTIONS AND SPECIAL CONTRACT PROVISIONS
(NON-COMPETITIVELY BID CONTRACTS)
[Revision DATE: 01.04.21]

Public Awareness

Under the authority of Executive Order No. 01-21, the City of Philadelphia has established an antidiscrimination policy ("Policy") relating to the participation of Minority (MBE), Woman (WBE) and Disabled (DSBE) Owned Business Enterprises in City contracts. Executive Order 01-21 is administered by the City's Office of Economic Opportunity ("OEO").

The purpose of this Policy is to provide equal opportunity for all businesses and to assure that City funds are not used, directly or indirectly, to promote, reinforce or perpetuate discriminatory practices. The City is committed to fostering an environment in which all businesses are free to participate in business opportunities without the impediments of discrimination and participate in all City contracts on an equitable basis. In accordance with the contracting requirements of the City, the City's antidiscrimination policy is applicable to this Notice of Contracting Opportunity (hereinafter, "NOCO").¹

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

MBE Ranges - **10% - 15%**

And

WBE Ranges - **15% - 20%**

These ranges represent the percentage of MBE, WBE and/or DSBE (collectively, "M/W/DSBE") participation that should be attained by M/W/DSBEs from business opportunities existing in the available market absent discrimination in the solicitation and selection of these businesses and through Applicant's exercise of Best and Good Faith Efforts. Best and Good Faith Efforts are those efforts, the scope, intensity and appropriateness of which are taken to achieve meaningful and representative opportunities for participation by M/W/DSBEs. These ranges are derived from an analysis of factors such as the size and scope of the contract and the availability of certified M/W/DSBEs to perform various elements of the contract. The submission of a Solicitation For Participation and Commitment Form and any supporting documentation (more fully discussed below) is an element of responsiveness to the NOCO and failure to submit the required information will result in rejection of your proposal.

Applicant hereby verifies that all forms, information and documentation submitted to OEO are true and correct and is notified that the submission of false information by Applicant is subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities which may include payment of a fine of at least

¹ The term "Notice of Contracting Opportunity," shortened to the acronym "NOCO," refers to the City's contract solicitation documents and information posted on eContract Philly. Generally, these documents take the form of a Request for Proposals (RFP), Request for Qualifications (RFQ) or Request for Expression of Interest (RFI) and include any other document or information (for example, exhibits, appendices) related to the posting of the new contract opportunity.

\$1,000 and a term of imprisonment of not more than two years. Applicant also acknowledges that under 18 Pa.C.S. §4107.2 (a)(4) it is a felony in the third degree, punishable by a term of imprisonment of not more than seven years in addition to the payment of any fines or restitution, if, under any contract awarded pursuant to this NOCO, Applicant fraudulently obtains public moneys reserved for or allocated or available to minority business enterprises or women's business enterprises.

A. M/W/DSBE PARTICIPATION

1. Only firms that are certified by an approved certifying agency² and identified in the OEO Certification Registry by the time of contract award will be credited toward the participation ranges on City contracts. An OEO Certification Registry is maintained by the OEO and is available online at www.phila.gov/OEO/directory. Firms owned and controlled by minority persons, women or disabled persons, which are certified as MBE, WBE, DSBE or DBE by an approved certifying agency may apply to the OEO for listing in its OEO Certification Registry.

2. No Applicant that seeks to meet the participation range(s) for participation by entering into a subcontract with any M/W/DSBE participant shall be considered to meet the range(s) if the M/W/DSBE participant does not perform a commercially useful function ("CUF"). An M/W/DSBE performs a Commercially Useful Function when it performs a distinct element of a City Contract (as required by the services to be performed in accordance with the NOCO) which is worthy of the dollar amount of the M/W/DSBE Subcontract and the M/W/DSBE carries out its responsibilities by managing and supervising the services involved and actually self-performing at least twenty percent (20%) of the services of the Subcontract with its own employees. For suppliers, an M/W/DSBE performs a Commercially Useful Function when it is responsible for sourcing the material, negotiating price, determining quality and quantity, ordering the material and paying for it from its own funds. Commercial usefulness will be evaluated and determined by the OEO on a proposal by proposal basis as informed by prevailing industry standards and the M/W/DSBE's NAIC codes. Participation that is not commercially useful will not be counted.

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

4. An MBE/WBE/DSBE submitting as the prime Applicant is required, like all other Applicants, to submit a proposal that is responsive to the Policy. The M/W/DSBE Applicant will receive credit towards the participation range for its certification category (e.g., MBE range or WBE range or DSBE range). In addition, the participation of an M/W/DSBE partner, as part of a joint venture created for this contract, may be credited towards the participation ranges only to the extent of the M/W/DSBE partner's ownership interest in the joint venture in accordance with the following criteria:

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

² Approved certifying agencies are identified on the OEO webpage found at www.phila.gov/OEO.

5. M/W/DSBE Subcontractors must perform at least twenty percent (20%) of the total amount of work to be performed under the Subcontract with their own employees.

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

B. RESPONSIVENESS

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

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

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

3. If Applicant does not fully meet each of the range(s) for participation established for this NOCO, Applicant must demonstrate that it nonetheless exercised all Best and Good Faith Efforts to achieve the M/W/DSBE participation ranges. Applicant, through the submission of documentary evidence must show that Applicant took all necessary steps and made reasonable efforts to achieve the M/W/DSBE participation ranges, even if these efforts were not fully successful. OEO will evaluate the scope, intensity and appropriateness of these efforts to ascertain whether they could reasonably be expected to achieve M/W/DSBE participation commensurate with the ranges. Failure to submit the documentary evidence will result in rejection of the proposal as nonresponsive; the City, at its sole discretion, may allow Applicants to submit or amend their submission at any time prior to award which may result in revision to Applicant's participation commitments. The submission shall contain and discuss, at a minimum, the following:

- Reasons for not committing with any MBE/WBE/DSBEs that submitted a quote/subproposal, regardless of whether the quote/subproposal was solicited by Applicant.
- Any additional evidence pertinent to Applicant's conduct relating to this NOCO including sufficient evidence which demonstrates to the OEO that Applicant has not engaged in

discriminatory practices in the solicitation of and commitment with contract participants. In describing Applicant's efforts to achieve participation within the ranges, Applicant may submit any corroborating documentation (e.g., copies of advertisements for participation).

The Applicant's documentary evidence will be reviewed by the OEO to determine whether Applicant exercised Best and Good Faith Efforts in response to the participation ranges. Applicant's expressed desire to self-perform services with its own employees will not excuse Applicant from exercising Best and Good Faith Efforts to include M/W/DSBEs in its proposal. OEO's review will include consideration of the following:

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

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

- If the proposal is determined nonresponsive by the OEO, the Applicant will be notified and may file a written appeal with the Executive Director of OEO within forty-eight (48) hours of the date of notification; the decision of the Executive Director of OEO shall be final.

C. RESPONSIBILITY

1. Upon award, the completed Solicitation For Participation and Commitment Form and accompanying documents regarding solicitation and commitments with MBEs, WBEs and DSBEs become part of the contract and the successful Applicant is required to enter into legally binding agreement(s) ("M/W/DSBE Subcontract(s)") with its M/W/DSBE participants for the services and in the dollar amount(s) and percentage(s) as so committed (the "Contract Commitment(s)"). M/W/DSBE percentage commitments are to be maintained throughout the term of the contract and shall apply to the total contract value (including amendments). Any change in commitment, including but not limited to, substitutions for the listed firm(s), changes or reductions in the work and/or listed dollar/percentage amounts, must be pre-approved in writing by the OEO.

2. Unless otherwise specified in the M/W/DSBE Subcontract, the successful Applicant shall, within five (5) business days after receipt of a payment from the City for services performed under the contract, deliver to its M/W/DSBE participants, their proportionate share of such payment for services performed (including the supply of materials). In connection with the payment of its M/W/DSBE participants, the successful Applicant

agrees to fully comply with the City's payment reporting process which includes the use of electronic payment verification systems.

3. No privity of contract exists between the City and any M/W/DSBE participant identified in any contract resulting from this NOCO. The City does not intend to give or confer upon any such M/W/DSBE participant(s) any legal rights or remedies in connection with the subcontracted services pursuant to Executive Order 01-21 or by reason of any contract resulting from the NOCO except such rights or remedies that the M/W/DSBE subcontractor may seek as a private cause of action under any legally binding contract to which it may be a party.

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

D. ACCESS TO INFORMATION

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

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

E. RECORDS AND REPORTS

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

F. REMEDIES

1. The successful Applicant's compliance with the requirements of Executive Order 01-21 is material to the contract. In the event the City determines that the successful Applicant has failed to comply with any of the requirements of this Antidiscrimination Policy, including substantial compliance with any Contract Commitment, the City may, in addition to any other rights and remedies it may have under the Contract which includes termination of the Contract, exercise one or more of the following remedies which shall be deemed cumulative and concurrent:

- Debar successful Applicant from proposing on and/or participating in any future contracts for a maximum period of three (3) years.
- Withhold from the contract payment(s) or any part thereof until corrective action is taken. If corrective action is not taken to the satisfaction of OEO, the City may, without institution of a lawsuit, deduct money in an amount equal to the M/W/DSBE shortfall which amount shall be collected and considered not as a penalty but as liquidated damages for the successful Applicant's failure to comply with the Contract Commitment.

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

Appendix F

PUBLIC AWARENESS CAMPAIGNS AND PLANNED PROJECTS

The Office of Community Empowerment and Opportunity anticipates that the following Public Awareness Campaigns and Planned Projects will be completed according to the approximate schedule below, based on the Department’s identification of critical milestones and tasks. The scope of work proposed by Applicant should include a detailed project schedule that identifies all tasks, activities, deliverables, and milestones the Applicant proposes to carry out for the project and a time of completion (measured from project start date) for each.

Awareness Campaign & Planned Projects	Milestone and Task Description	Anticipated Completion
<p>ClaimYourMoneyPHL Campaign Annual campaign to educate the public during the tax season about credits they are eligible for and how to claim them</p>	<p>Finalize the content of all digital and print materials for Calendar Year (CY) 2024, and Update campaign microsite with new content</p> <ul style="list-style-type: none"> Design and print (or procure printing of) a one (1) page fact sheet on Child Tax Credit (CTC) and Earned Income Tax Credit (EITC) (front English, back other languages). 	<p>December 2024</p>
	<p>Gather and use testimonials for Tax Year 2024 Campaigns</p> <ul style="list-style-type: none"> Collaborate with CEO and other partners to identify individuals that would like to tell their story of receiving the CTC/EITC through testimonials. Gather video or photographic testimonials, and incorporate them into marketing and communications materials. 	<p>April 2024 – December 2024</p>
	<p>Plan mailing and/or texting campaign for Tax Year 2024</p>	<p>May 2024 -</p>
	<p>Create grassroots outreach strategic plan for CY 2025 Campaign & execute strategy for CY 2024 Campaign</p> <ul style="list-style-type: none"> Utilize a contractor to target ten (10) key zip codes in the City of Philadelphia with the goal to canvass, present and distribute information to residents as well as hang posters and distribute materials in retail areas. Strategically target a mix of populations speaking higher-propensity languages such as Spanish and Mandarin. The effort would include flyering at high traffic locations, retail material distribution at commercial centers, and presentations to community and business leaders. Placements will include print, out-of-home, place-based units, paid search, paid social media, and/or website display banners. Supply CEO with a media placement plan for approval. 	<p>Plan Tax Year 2024 December 2024.</p>
	<p>Present Media Placement Plan (including locations and costs) for approval. Execute Media Placement Plan for CY2025 Campaign</p> <ul style="list-style-type: none"> Create, design, and place advertisements on legacy media outlets such as print, radio, and others with a focus on reaching communities that are priority targets to increase the number of Philadelphians that claim the CTC and/or EITC. Translations will be completed as needed. 	<p>December 2024</p>

Awareness Campaign & Planned Projects	Milestone and Task Description	Anticipated Completion
<p>Opioid Response Campaign: A year-long campaign designed to reduce opioid-related overdose deaths in targeted communities.</p>	<p>Marketing and Materials Design and Production for the Campaign</p> <ul style="list-style-type: none"> Design, create and produce marketing and promotional materials. Provider will supply digital and printed collateral materials to CEO and Provider's subcontractor for their distribution to the public and community partners. These will include: Create and design graphics and messaging for use on a variety of social media channels, including but not limited to Facebook, Twitter, Instagram, and YouTube. Design and print (or procure printing of) of post cards and/or door-hangers (2-3 runs estimating a total of 5,000-10,000 total postcards/door-hangers total over an annual contract). <p>Execute mailing and/or texting campaign</p> <ul style="list-style-type: none"> Work with CEO to identify source of texting and/or mailing lists, campaigns around which texting and/or mailing could provide value, develop scripts and/or materials, and work with any needed subcontractors such as mail houses or mass texting providers to execute the mailing. Translate the above materials into languages identified by CEO. 	<p>January – June 2024</p> <p>January – December 2024 (as needed)</p>
<p>Brand Promise/Strategy and General Services</p>	<p>Develop CEO Brand Promise and guidelines</p> <ul style="list-style-type: none"> Develop CEO Branding Guidelines document for Organization-wide adoption of consistent and clear logo, text, color use in marketing materials and social media. The Guidelines will include Tone and Voice tips, color palette, typography, boilerplates, and logo and messaging placement guidance for Web, Print, Digital, Social Media, Uniforms and branded gear and public relations media mediums. Develop recommendations for program names and branding based on staff engagement and feedback, key stakeholders identified by CEO, and previous written materials. <p>Annual CEO Impact Report Production</p> <ul style="list-style-type: none"> Design, produce and print (or procure printing of) the CEO Annual Report. CEO will send the report content (i.e. text, photos, data) to the Provider, which will do the layout, assist on graphic support, maps and other elements. <p>Report Production</p> <ul style="list-style-type: none"> Design, produce and print (or procure printing of) three (3) to four (4) reports for CEO of no more than twenty-five (25) pages. CEO will provide the report content (i.e. text, photos, data) to the Successful Applicant, who will produce the layout, assist on graphic support, maps and other elements. 	<p>March 2024</p> <p>June 2024</p> <p>January – December 2024 (as needed)</p>

APPENDIX D
LOCAL BUSINESS ENTITY OR LOCAL IMPACT CERTIFICATION

Instructions: Applicants who seek as a positive factor in the City’s consideration of their application that they meet the Local Business Entity or Local Impact criteria as provided in Mayoral Executive Order No. 04-12 should complete this Certification and return it with their application. Applicants providing this Certification should also include in a separate section of their application labeled “Local Business Entity or Local Impact Certification,” a statement that the Applicant believes it has met the Local Business Entity or Local Impact criteria “as set forth in the attached Local Business Entity or Local Impact Certification.” Check all appropriate certification options that are applicable to Applicant and sign below:

Applicant Name: _____

Local Business Entity Certification

I certify that the Applicant named above is a Local Business Entity because Applicant complies with the following criteria set forth in Section 17-109(3)(b) of the Philadelphia Code:

I. During the preceding 12 months, Applicant has filed a Business Income and Receipts Tax return with the City establishing that Applicant conducted business within the City within the calendar year preceding the filing of the return; and

II. During the preceding 18 months, Applicant:

A. Has continuously maintained a valid Commercial Activity License and all other licenses and permits necessary to conduct business with the City;

B. Has continuously occupied and staffed an office within the City, where business is conducted; and

(1) Applicant’s principal place of business is located in the City; or

(2) Applicant continuously satisfied at least two of the three following requirements (*Check those applicable to Applicant*):

(a) More than 60% of Applicant’s full-time employees are reported as Philadelphia Residents on the City of Philadelphia Annual Reconciliation of Employer Wage Tax;

(b) More than 50% of Applicant’s full-time employees work in the City at least 60% of the time; or

(c) More than 75% of Applicant’s gross receipts are reported on Applicant’s Business and Income Receipt Tax return as Philadelphia receipts.

Local Impact Certification

I certify that in the performance of a contract resulting from this RFP, the Applicant named above will employ City residents.

I certify that in the performance of a contract resulting from this RFP, the Applicant will perform the work in the City.

Authorized Signature

Date

Print Name and Title

APPENDIX B-2

SPECIAL ANTIDISCRIMINATION CONTRACT PROVISIONS, INSTRUCTIONS AND FORMS FOR APPLICANTS THAT ARE NONPROFIT ORGANIZATIONS

In response to the objectives of Executive Order 01-21, Applicants that are nonprofit organizations will be required to submit the following information to the Office of Economic Opportunity (OEO):

1. identification of the race, gender, disability status, and ethnic composition of the nonprofit Applicant's workforce;
2. identification of the race, gender, disability status, and ethnic composition of the nonprofit Applicant's board of directors or trustees;
3. a list of the nonprofit Applicant's five highest dollar value M/W/DSBE suppliers of products and services; and
4. the nonprofit Applicant's statement explaining its efforts to maintain a diverse workforce, a diverse board of directors and operate a fair and effective supplier diversity program.

Please use the attached form, "Diversity Report of Nonprofit Organizations," to submit this information, attaching additional pages as needed. This information should be submitted with the Applicant's proposal, but the City, at its sole discretion, may allow Applicants to submit or amend this form at any time prior to award.

If a nonprofit organization is responding to a contract opportunity where ranges have been established for M/W/DSBE participation, in addition to the "Diversity Report of Nonprofit Organizations" form, a nonprofit Applicant must also complete and submit with its proposal the "Solicitation for Participation and Commitment" form included in this Appendix

1 DEMOGRAPHIC BREAKDOWN OF WORKFORCE

Please provide the following demographic breakdown of your workforce by race/ethnicity/gender/ disability:			Males	#	%
	African American				
	Asian/Pacific Islander				
	Caucasian				
	Disabled				
	Hispanic				
	Native American				
	Other				
	Total Number of Employees				

2 DEMOGRAPHIC BREAKDOWN OF BOARD COMPOSITION

Please provide the following demographic breakdown of your Board of Directors or Trustees by race/ethnicity/gender/disability:			Males	#	%
	African American				
	Asian/Pacific Islander				
	Caucasian				
	Disabled				
	Hispanic				
	Native American				
	Other				
	Total Number of Directors or Trustees				

3 SUPPLIER DIVERSITY

Please check the appropriate box to indicate if you have a supplier diversity policy. If "no," please explain on your letterhead.

	Yes	No
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If you maintain a supplier diversity policy, please attach a copy of your supplier diversity policy.

Please identify below, your agency's five (5) highest minority, woman, and/or disabled owned business suppliers of products or services, indicating your estimated annual expenditure(s) with the firm:

Company Name	Company Address	Company Telephone	Minority	Woman	Disabled	Annual Expenditures
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1							
2							
3							
4							
5							
Signature:		Date:		Non-Profit Name:			

ANTIDISCRIMINATION POLICY SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM
Minority (MBE), Woman (WBE), Disabled (DSBE) and Disadvantaged (DBE) Business Enterprises¹

DEPARTMENT OF COMMERCE OFFICE OF ECONOMIC OPPORTUNITY (OEO)											
Bid Number or Proposal Title: RFP			Name of Bidder/Proposer:				Bid/RFP Opening Date:				
Public Awareness											
List below ALL MBE/WBE/DBE/DSBEs that were solicited regardless of whether a commitment resulted therefrom. - Photocopy this form as necessary.											
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE			Work or Supply Effort to be Performed		Date Solicited		Commitment Made		Give Reason(s) If No Commitment		
Company Name					By Phone	By Mail	Yes (If Yes, give date)			NO	
Address					Quote Received		Amount Committed To			Dollar Amount	
Contact Person											
Telephone Number		Fax Number								\$	
Email Address											
OEO REGISTRY #	CERTIFYING AGENCY										
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE			Work or Supply Effort to be Performed		Date Solicited		Commitment Made		Give Reason(s) If No Commitment		
Company Name					By Phone	By Mail	Yes (If Yes, give date)			NO	
Address					Quote Received		Amount Committed To			Dollar Amount	
Contact Person											
Telephone Number		Fax Number								\$	
Email Address											
OEO REGISTRY #	CERTIFYING AGENCY										
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE			Work or Supply Effort to be Performed		Date Solicited		Commitment Made		Give Reason(s) If No Commitment		
Company Name					By Phone	By Mail	Yes (If Yes, give date)			NO	
Address					Quote Received		Amount Committed To			Dollar Amount	
Contact Person											
Telephone Number		Fax Number								\$	
Email Address											
OEO REGISTRY #	CERTIFYING AGENCY										

1. If Bidder/Proposer makes solicitation(s) and commitment(s) with a DBE, Bidder/Proposer shall indicate which class type, M-DBE or W-DBE, is submitted for credit.

2. Attach all quotations to this form.