



**The Mayor's  
Fund for Philadelphia**

Leveraging Public Private  
Partnerships for Lasting Results

**The Mayor's Fund for Philadelphia in collaboration with the  
City of Philadelphia's "OST System of Systems Building Project"  
Department of Human Services**

## **REQUEST FOR PROPOSALS FOR**

**Extended Information System  
Serving Philadelphia's Out of School Time (OST) Programs**

**Issued: April 11th, 2013**

**Deadline for Receipt of Proposals: May 9th, 2013, 5:00 pm EST**

**Deadline for Questions: April 19th, 2013**

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# 1 General Information

## 1.1 Background and General Scope of Work

### A. Introduction; Statement of Purpose

The Mayor's Fund for Philadelphia ("Fund"), in collaboration with the City of Philadelphia's Department of Human Services ("DHS"), is embarking on an Out Of School Time ("OST") "System of Systems" building project. The overall aim of the project is to make high-quality after-school programs available to more children and teens by better coordinating the municipal agencies, schools, nonprofit youth programs and other institutions vital to providing these services. The Fund will award any contract resulting from this RFP and that contract will be between the selected contractor(s) and the Fund, with DHS and the Deputy Mayor's Office for Health & Opportunity serving as the main point of contact for the selected contractor(s). The Fund has assigned responsibility for management of this program to the Department of Health of the City of Philadelphia. The selected contractor(s) will require the contractor(s) to treat the City as an intended third-party beneficiary of the contract.

Currently, the fragmented OST programs utilize different Information Systems or none at all. This lack of systems integration and overall data aggregation has hampered the City's efforts to develop an integrated body of knowledge about the broad array of OST programs offered and limits the ability to track outcomes and measure performance. The System of Systems Building Project aims to integrate these disparate data systems and to raise the quality of all programs in order that all youth can benefit from a range of youth development programming.

What we are seeking through this proposal is a secure web based Information System ("IS") that is accessible over a wide range of devices with a very intuitive and easy-to-navigate user interface and one that avails itself to ease of data access, strong report generation facility, hassle-free customization, outcomes-based data tracking, data aggregation across programs and ease of integration with the current Management Information Systems ("MIS") that some providers have in place. One of the most widely used web based MIS currently used by over 80 agencies in Philadelphia is Provider Contract Attendance Performance System ("PCAPS"). [This RFP is essentially seeking a Respondent whose offered MIS solution(s) will be compatible with and able to be integrated with PCAPS. PCAPS is explained in detail under "Appendix A: Detailed Project Requirements". Please see Appendix K **System-Building Project's IS** for an overview of the envisioned Project's Extended IS.

### B. Department Overview

This Request for Proposals is being issued by the **Mayor's Fund for Philadelphia ("Fund")**, a Pennsylvania 501(c)(3) organization that champions City of Philadelphia priority programs, in collaboration with the **Department of Human Services ("DHS")** and other City departments. The City and the Fund will share the management of this program, with DHS and the Deputy Mayor's Office for Health & Opportunity managing all programmatic aspects, including the relationship with the selected Contractor(s), and the Fund retaining overall responsibility for the Grant as well as manage the accounting, including payments made to Contractor(s). The Fund will award any contract resulting from this RFP and that contract will be between the selected Contractor(s) and the Fund, with DHS and the Deputy Mayor's Office for Health & Opportunity serving as the main point of contact and direction for the selected contractor(s).

## **Project Background**

Philadelphia has been actively attempting to coordinate the variety of OST programs operating in the city by nonprofit and educational organizations. Some receive funding from the City while many others do not.

Providing further impetus to and support of the City's OST efforts is Philadelphia being named one of the nine cities chosen by The Wallace Foundation to participate in the Foundation's Next Generation Afterschool Systems Building Initiative. Philadelphia's "System of Systems" building project aims to integrate data from as many OST providers as possible in the city into a data system that exhibits the qualities of a centralized system while remaining flexible enough to meet the unique needs of varied stakeholders. This comprehensive integrated web based data system will be made available to all stakeholders allowing each of them to record its performance against identified outcomes, monitor program quality and make decisions that are driven by valuable data.

We anticipate a phased approach (See "Timetable" within Appendix -B for more details) with the initial focus being on programs operated by three City departments: the Department of Human Services (DHS) which contracts with nonprofit organizations to deliver services, the Parks & Recreation Department (PP&R) and the Free Library of Philadelphia (FLP), both of which have staff who operate programs. The second and third phases will include the many organizations which operate afterschool programs using non-city resources.

## **The Vision of the System of Systems Project**

The envisioned IS will accommodate the vast majority of the many and varied types of afterschool programs operating in the City and will do so while consistently earning high levels of satisfaction among its users.

The Extended IS is expected to fulfill the following goals:

- There will be built-in mechanisms to ensure accuracy and completeness in the data and all precautions will be in place to guarantee the confidentiality of client data.
- The envisioned IS will be easy for authorized users at multiple levels to gain secure access to enter data, view activity, and run multiple reports showing a range of information such as demographics of those being served, their attendance, activities, and outcomes, and to do so by varied grouping, e.g., by provider, by zip code, by system.
- Content will include provider personnel information, e.g., staff credentials, useful for designing professional development and advancing individuals' careers and improving program quality.
- There will be a means for data integration that will minimize if not, preclude double-entry and permit an efficient, cost-effective, and secure means for data sharing (with the city's major school systems) in order for data matching so that youths' academic and school attendance could be assessed.
- The envisioned IS will recognize and be compatible with other information systems that will remain in use by providers and with the IS operated by the City for its largest afterschool program (PCAPS).
- The Extended IS, in a few instances, might have the capacity (available modules) for cost reimbursement contracting, accounting, and case management purposes.
- People at multiple locations and at varied levels throughout the array of Philadelphia afterschool programs will find the system helpful in carrying out their responsibilities.

No computer hardware or other equipment, and no network or computer installation services (such as cabling or physical installation of equipment) will be purchased under any contract resulting from this

Request for Proposals. The City will purchase such equipment and services separately, through its normal procurement process.

## **1.2 General Statement of Proposal Requirements**

This RFP is essentially a “request for partnership.” The Fund is issuing this RFP to identify a Contractor partner with whom an Extended IS that best serves the stated vision (under Project Background) as mentioned above can be cooperatively developed. The Fund seeks proposals from Application Service Providers (“ASP”) and Contractors who provide Software as a Service (“SAS”) to apply for this systems building project. The Fund prefers a solution hosted in a “cloud” environment where the Contractor is responsible for establishing and maintaining the software, infrastructure and/or platform within defined service levels. In short, the Fund requests that Respondents offer their “best” solutions that will satisfy the requirements set forth in this RFP. The Extended IS must meet all federal, state and local privacy requirements and regulations including HIPPA and FERPA.

The Extended IS will initially be used by the programs funded by the three City funded departments, namely DHS, Parks and Recreation and the Free Library of Philadelphia. In the later phases, the Extended IS will be extended to many organizations which operate OST/After School Programs using non-City resources. For an illustration of how the envisioned information will flow, please refer to Appendix K.

As explained earlier, the Extended IS system is expected to be accessed by a host of entities ranging from municipal agencies, nonprofit providers, funders and external evaluators and within those entities by staff having different roles and responsibilities.

The following capabilities are expected to fulfill the needs of this diverse set of users:

- Allow OST providers to track youth demographics, enrollment, attendance and participation including over mobile devices such as smart phones and tablets.
- Allow providers, funders and policy makers the ability to access data securely and facilitate them to generate their own reports through queries where these reports may minimally include participant demographics, utilization, retention, compliance data and agency and staff information. All of the reports and data should have the ability to be categorized (or sorted) by participant ID or name, program model (elementary, middle and high school), time period, provider and site location.
- Allow individual providers to track agency, site and staff information
- Have the ability to integrate and aggregate data across the OST ecosystem with built-in role based access to maintain data security.
- Presence of a strong search functionality allowing for specific data to be searched based on number of standard criteria.
- Allow for tracking outcomes measurement by utilizing standards based tools.
- The software provider will have a proven capacity to scale up to serve the additional partners who are expected to join in later phases

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

### 1.3 Proposal Submission Date; Anticipated Procurement Schedule

The date for submitting Proposals pursuant to this RFP (the “Submission Date”) is as provided below. Proposals must be submitted as provided in Section 3.1.5, *Proposal Submission Requirements*, by the time on the Submission Date indicated below.

<u>Date</u>	<u>Activity</u>
<i>April 11, 2013</i>	Request for Proposals <i>Issued</i> .
<i>Week of April 15. (April 19 is the deadline for all questions to be asked)</i>	Submit questions, requests for clarification, information to Primary Contact, in writing (See Section “Addenda to the RFP; Requests for Information; Inconsistencies” for more details
<i>May 9th</i>	Proposals due no later than 5:00 P.M EST.
<i>Week of May 13</i>	Applicant Interviews, Presentations <i>(Applicants will be contacted on 10<sup>th</sup> of May to schedule interviews, presentations for the week of May 13<sup>th</sup>)</i>
<i>Week of May 27</i>	Notice of Intent to Contract
<i>On or Before July 1</i>	Project start

These dates are **estimates only** with the exception of Project Start date, and the Fund reserves the right, in consultation with DHS and the Deputy Mayor’s Office for Health & Opportunity, to alter this schedule as it deems necessary or appropriate. The other dates/times listed may be changed without notice to prospective Respondents.

Respondents to this RFP (each a “Respondent” or “Applicant” and collectively, “Respondents” or “Applicants”) must submit responses and applications electronically to OSTProject@phila.gov. Responses or applications will not be considered unless electronically submitted to the email address above, and any responses or applications without the appropriately completed disclosures will also not be considered.

#### *Contact for the Fund:*

Ed Fischer  
President & CEO  
The Mayor’s Fund for Philadelphia  
Room 708, City Hall  
Philadelphia, PA 19107  
P: 215-686-0321 • C: 215-520-5437 • F: 215-686-2161



***Primary Contact for this RFP:***

The name, address, and contact information for the Primary Contact for this RFP are as follows:

Thomas I. Sheaffer  
Director of Policy & Evaluation/Fiscal Director and  
City's OST System of Systems Project Lead  
Deputy Mayor's Office for Health & Opportunity  
City of Philadelphia  
600 Municipal Services Building, 1401 JFK Blvd.  
Philadelphia, PA 19102-1683  
Email Address: [Thomas.Sheaffer@phila.gov](mailto:Thomas.Sheaffer@phila.gov)  
**Proposal Submission:** [OSTProject@phila.gov](mailto:OSTProject@phila.gov)  
Fax #: 215.686.5209

All questions, requests for clarification, and requests for additional information regarding this RFP must be submitted in writing by the deadline set forth in Section 1.3 or by email to [Thomas.Sheaffer@phila.gov](mailto:Thomas.Sheaffer@phila.gov). Applicants should use the following in their subject line: "QUESTION(S) FOR OST EXTENDED I.S. RFP". No oral response by any employee or agent of the Fund or the City shall be binding on the Fund, or shall in any way constitute a commitment by the Fund. If a Respondent finds any inconsistency or ambiguity in the RFP, the Respondent is requested to notify the Primary Contact.

## **1.4 Compliance with Chapter 17-1400 of The Philadelphia Code**

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

## **2 RFP Requirements and Conditions**

### ***2.1 Fixed Price Proposal Required***

Cost proposals for the Extended IS System of Systems should be made using a combination of "Fixed (flat fee) cost" and "Hourly rate" (see Cost Proposal Template). The proposed fixed flat fee will include all costs that will be incurred during the implementation of the project and is expected to include initial set-up costs including integration and project management and the yearly licensing fee (by site or user, as applicable). Any software customization, custom report building will be calculated at the hourly rate. We envision the project implementation to be in phases and as such are anticipating fixed and variable hourly costs to be incurred during each phase. If an Applicant offers options and/or alternates that are not included in the fixed price for the proposed System, the Applicant must provide for each such option/alternate the following information:

- A detailed description of the option/alternate (including, but not limited to, all features and functionality that will be unavailable in the base System if the option/alternate is not purchased and
- A full explanation of the rationale for not incorporating such functionality in the base System;

It should be noted that given the general scope of this project it is expected that more and more provider agencies will be attracted and willing to be part of this unified OST system (see appendix L for "A Diversity

of OST Programs in Philadelphia”). The coordinating component of the Systems Building project will be intentional in reaching out to agencies providing Out of School/After School programming.

The value added to agencies by being part of this data collaborative is manifold and it is the intention of the System of Systems Building Project to strengthen and build local capacity so that various stakeholders have access to reliable information resulting in data-driven decisions being made. Beyond the initial grant period, it is expected that individual providers will find tangible value in continuing with the coordination and will secure funds to help pay towards the ongoing yearly licensing fees.

Based on a recently concluded stakeholder’s survey, we have found a strong desire to have a data system as envisioned. Further, many of the providers lack a formal MIS so the Extended IS will be their only system. Therefore, the potential for the number of agencies using the Extended IS is going to increase over time and should be considered by Applicants when formulating the implementation costs and yearly licensing fee. The lower costs due to economies of scale can be one of the major benefits for partner agencies to be part of the Extended IS system.

The fact that we are implementing this project through various phases should allow for cost proposals to be calculated as such. Applicants should also be mindful that the Extended IS is expected to integrate data with other established MIS and thus will be “general” in nature and as such should not require much customization as is often the case with systems needed by individual agencies with specific needs.

The cost proposal must identify, by separate line item, the cost of each item of software, services, and other work to be furnished as part of the System. The Fund reserves the right, in consultation with DHS and the Deputy Mayor’s Office for Health & Opportunity, to reject without evaluation any Proposal that does not identify each item of the work by line item, and any Proposal that does not provide a fixed price to perform the proposed work (including, but not limited to, proposals to perform the work on a “time and materials” or “cost-plus” basis).

## **2.2 Type of Solution Sought**

The Fund seeks to implement a “state of the art” Extended IS system, which will satisfy all of the Fund’s current requirements, as specified in this RFP, yet be easy to maintain and easy and inexpensive to upgrade and expand to satisfy future needs for additional functionality and/or processing capacity. The Fund prefers a solution hosted in a cloud/(SaaS) environment where the Contractor is responsible for establishing and maintaining the software, infrastructure and/or platform within defined service levels and consumption-based economics. In short, the Fund requests that Respondents offer their “best” solutions that will satisfy the requirements set forth in this RFP.

## **2.3 Demonstration/Pilot (Proof of Concept)**

The Fund anticipates that some Respondents whose proposals receive the highest scores will be required to conduct a demonstration of their proposed solution. In these demonstrations, product and service representations made via your written responses will be verified by the evaluation committee along with the viability of the solution and its compliance with the RFP requirements. The Fund will factor information presented during demonstrations into the evaluation scoring. All expenses incurred by Contractors for on-site presentations will be borne by the Contractors.

## **2.4 Maintenance and Support; Warranty; Training; Source Code**

### **2.4.1 Maintenance and Support Services**

The Proposal must include a section describing the maintenance and support services to be provided under the contract resulting from the RFP. A minimum of one (1) year of maintenance/support services, commencing on final acceptance of the System and project by the Fund, must be included in the fixed price cost proposal, with the price identified in a separate line item. The Fund expects that maintenance and support will be furnished on a “turnkey” basis – i.e., the successful Respondent will itself be contractually responsible for all maintenance and support services for all elements of the System, including but not limited to all software and any data transport services that are required under the contract, and will be the single point of contact for service and support. Respondents are requested to price four additional years of maintenance and support, with the price for each of years two through five identified in a separate line item. The Fund expects that the successful Respondent will guarantee the availability of maintenance and support services for application software, on the foregoing “turnkey” basis, for a minimum of five (5) years from final acceptance of the System. Proposals must include a description of the proposed services, stating whether the Respondent will comply with the foregoing terms, and describing the Respondents problem resolution procedures – including problem severity classifications, response times and “fix” times for each level of severity, and the escalation procedures (including on-site service) that will apply where resolution is not immediately achieved.

### **2.4.2 Warranty**

The Fund requires a warranty from the successful Respondent that covers the entire System, including all software, other deliverables, design, implementation/integration and other services required under the contract resulting from the RFP and ensures compliance with all specifications, including performance standards, in the contract. The warranty must be on a “turnkey” basis – i.e., the successful Respondent must itself be contractually responsible for all warranty obligations and must be the single point of contact for service under the warranty. The warranty period must be a minimum of one (1) year, commencing on final acceptance of the System and project by the Fund. The price of such a one-year warranty must be included in the fixed price cost proposal, with the price identified in a separate line item. The Fund strongly prefers a two year or greater warranty period and requests that Respondents price two additional warranty years, with the price for each additional warranty year identified in a separate line item of the cost proposal. Any premium charged for a warranty year – i.e., any charge in addition to the price for a concurrent year’s maintenance and support services – should be identified in the cost proposal.

### **2.4.3 Training**

The Fund requires the user training and other training services described in Appendix E, *Training Requirements*, in accordance with the conditions there provided. Proposals should describe, and in the Cost Proposal provide line item costs for, the training that the Respondent is capable of providing, the training methodologies and materials to be used, and the Respondent’s experience in furnishing the kinds of training requested. Proposals should state clearly, in the Requirements Compliance Certification, whether each type of training requested will be offered in accordance with the requirements of Appendix E.

### **2.4.4 Software Source Code**

The Fund expects delivery and ownership of the source code, including complete documentation and specifications for custom software developed and furnished specifically for the System under any contract resulting from this RFP. For software that is proprietary to the successful Respondent or to third parties, the Fund expects that source code, including complete documentation and specifications, will be deposited in

escrow, at no expense to the Fund and on terms satisfactory to the Fund, with regular updates of the deposited code and documentation to reflect enhancements, upgrades, updates, and corrections to the software.

## **2.5 Responsiveness**

Proposals must satisfy all requirements set forth in this RFP. Any Proposal that does not adhere strictly to RFP requirements may, at the discretion of the Fund be rejected, as not responsive to the RFP, without further consideration. Proposals will be evaluated, in part, according to whether the Respondent meets the qualifications described in the RFP and submits a Proposal complying with all RFP requirements. The Fund reserves the right to determine whether any deviation(s) from or exception(s) to RFP requirements make the Proposal non-responsive or otherwise unacceptable such that the Proposal will be rejected without further consideration.

## **2.6 Disclaimer**

This RFP and the process it describes is proprietary to the Fund, DHS and the Deputy Mayor's Office for Health & Opportunity, and is for the sole and exclusive benefit of the Fund, DHS and the Deputy Mayor's Office for Health & Opportunity. This RFP is not binding on the Fund or on the City or any of its departments or agencies. No party is intended to be granted any rights hereunder, including any Respondent to this RFP or future Respondent to any RFP that may be issued by the Fund. Proposals and other materials submitted in response to this RFP, whether written or verbal and including, without limitation, ideas of Proposers elicited in response to the RFP, shall become the sole and absolute property of the Fund upon submission or communication, and the Fund shall have title thereto and unrestricted use thereof. The Fund shall have the right to disclose the Proposals, materials and any ideas to any person or entity including, employees of the City, its consultants and contractors, and authorized agents, as required to carry out this RFP procurement. Any such Proposal, materials, and ideas may be publicly disclosed by the Fund or any authorized agent of the Fund, for any reason the Fund, in its sole discretion, deems appropriate, or pursuant to the Pennsylvania Right To Know Act or other applicable law. The Proposer acknowledges and agrees that the Fund and its authorized agents shall have the foregoing right of public disclosure notwithstanding any notice or statement by the Proposer (whether made in the Proposal or otherwise) asserting the confidential or proprietary nature of the Proposal or of any materials submitted or ideas elicited in response to the RFP.

## **2.7 Publicity**

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

## **2.8 Respondents Restricted**

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

## **2.9 Participation of Disadvantaged Business Enterprises**

The Fund adheres to the provisions of the City's Antidiscrimination Policy. Subsequently, each Respondent is subject to the provisions of Mayoral Executive Order 03-12, the City's Antidiscrimination Policy for participation by Minority Business Enterprises ("MBE"), Woman Business Enterprises ("WBE") and Disabled Business Enterprises ("DSBE") (collectively, "M/W/DSBE") as those terms are defined in Executive Order 03-12. While there are no specific participation ranges established for this RFP, Respondents are required to exercise their "Best and Good Faith Efforts" to provide meaningful opportunities for the participation of M/W/DSBEs in their proposals. Forms, instructions and special contract provisions which explain the requirements of the Antidiscrimination Policy in more detail are included in Appendix F to this RFP, including the "Solicitation for Participation and Commitment Form."

## **2.10 Acceptance of the Terms and Conditions of This RFP**

All Proposals submitted are subject to the terms and conditions set forth in this RFP. The Respondent, by submitting its Proposal, expressly acknowledges and agrees to all terms, conditions and requirements contained in this RFP.

## **2.11 Proposal Submission, Evaluation and Selection**

### **2.11.1 General**

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

### **2.11.2 Rights and Options Reserved**

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

- (a) To reject any Proposals if, in the Fund's sole discretion, the Proposal is incomplete, the Proposal is not responsive to the requirements of this RFP (see "Detailed Project Requirements" in the RFP appendices), the Respondent does not meet the Qualifications set forth in the RFP, or it is otherwise in the Fund's best interest to do so;
- (b) To supplement, amend, substitute or otherwise modify this RFP at any time prior to selection of one or more Respondents for negotiation and to cancel this RFP with or without issuing another RFP;
- (c) To accept or reject any or all of the items in any Proposal and award the contract(s) in whole or in part if it is deemed in the Fund's best interest to do so;

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

### **2.11.3 Contract Negotiation and Award**

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

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

In the event negotiations with any Respondent(s) are not satisfactory to the Fund, the Fund reserves the right to discontinue such negotiations at any time; to enter into or continue negotiations with other Respondents; to enter into negotiations with firms that did not respond to this RFP and/or to solicit new proposals from firms that did not respond to this RFP, including but not limited to negotiations or proposals for components of the System, if any, that are deleted by the Fund from the successful Proposal or the contract resulting from it. The Fund reserves the right not to enter into any contract with any Respondent, with or without re-issue of the RFP, if the Fund determines that such is in the Fund's best interest.

#### 2.11.4 Proposal Evaluation

Proposals the Fund determines, in its sole discretion, are responsive to the RFP will be reviewed by a selection committee designated by the Fund, in consultation with DHS and the Deputy Mayor's Office for Health & Opportunity. The Fund, in its sole discretion, may require any Respondent to make one or more presentations of its Proposal to the selection committee, in offices designated by the Fund, at no cost to the Fund or any of its agents, addressing its ability to satisfy the requirements of this RFP. The Fund shall not be required, however, to permit any Respondent to make such a demonstration.

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

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

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

- (a) Project understanding and soundness of proposed project methodology, including but not limited to the detail and accuracy of the proposed scope and statement of work and implementation plan;
- (b) The impact of the proposed solution on the operations of the using entity, and the demonstrated ability of the solution to enhance operational efficiency and effectiveness;
- (c) The Respondent's financial and technical qualifications to perform the work required by the RFP, as presented in its Proposal and determined by any other investigations conducted or information obtained by the Fund;
- (d) References provided by the Respondent, particularly from projects of similar complexity and scope;
- (e) Commitment and ability to complete the project within the time frame specified in the Proposal;
- (f) The Cost Proposal, including long-term cost of any software license fees, recurring maintenance and support costs, and other fees;
- (g) Demonstrated ability to provide software and technical solutions comparable to those requested in this RFP;
- (h) Compliance with RFP Requirements, including, but not limited to, the ability of the specific software and services Proposed to satisfy the RFP's functional, performance, and other requirements for the System;
- (i) Meets the functional and technical requirements described in this RFP as evidenced by the RFP response and demonstration of the software.
- (j) Provision of a cost-effective solution (*including fee caps and other cost control measures*) that meets the financial goals of *the OST System of Systems Project*,

- (k) Provision of timely program modifications and upgrades in response to changing industry needs, regulatory requirements, and advancing technology. This again as evidenced by software demonstration and reference follow-ups;
- (l) Demonstrates expertise and functionality (responses as evidenced by client references);
- (m) Provision of a superior level of customer service and technical support, both pre-installation and post-installation to client's responses as evidenced by references;
- (n) Superior ability or capacity to meet particular requirements of contract and needs of City Departments and those it serves;
- (o) Eligibility under Philadelphia Code provisions relating to campaign contributions;
- (p) Superior quality, efficiency and fitness of proposed solution for City Departments;
- (q) Superior skill and reputation, including timeliness and demonstrable results;
- (r) Special benefit to continuing services of incumbent, such as operational difficulties with transition or needs of population being served;
- (s) 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;
- (t) Administrative and operational efficiency, requiring less City oversight and administration;
- (u) Anticipated long-term cost effectiveness;
- (v) Meets qualification/prequalification requirements as set forth in this RFP;
- (w) Respondent's certification that it is a Local Business Entity under Section 17-109(3)(b) of the Philadelphia Code or, in the performance of the resulting contract, it will employ City residents, or perform the work in the City;
- (x) Provision of web based solution utilizing current and commonly used architectural standards for frontend, backend and database development;
- (y) Able to integrate with other established Management Information systems; and
- (z) Any other factors the Fund considers relevant to the evaluation of the Proposal.

**To streamline and guide the final selection process, the above selection list will be categorized into the following weighted areas**

Category	Description	Weight
Cost	Total price of bid	25%
Functionality, technical specifications, and integration with existing systems	How well the system meets functional, technical and integration requirements	20%
Reports and data aggregation	Depth of relevant in-built reports, availability and ease of generating custom reports and relative ease of aggregating data from other integrated MIS.	20%
Meeting the requirements of the Fund	As indicated in the preceding list.	20%
Support	Level of support/customization	15%



### **2.11.5 Site Inspections**

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

### **2.11.6 Prime Contractor Responsibility**

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

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

### **2.12 Responsibility for Proposal Costs**

The Respondent shall be solely and fully responsible for all costs associated with the development, preparation, transmittal, and submission of any Proposal or material submitted in response to this RFP. The Fund may ask selected Respondents to present their Proposal in person to the Fund's representatives at offices designated by the Fund, and the costs of such presentations, as well as the costs of any pilot implementation required by the Fund under Section 2.3, shall be solely the responsibility of the Respondent. The Fund assumes no contractual or other obligations as a result of the issuance of this RFP, the preparation or submission of a Proposal by a Respondent, the evaluation of Proposals, the Respondent's conduct of presentations or pilot implementations, or the selection of any Respondent for further negotiations. There may be no claims whatsoever for reimbursement from the Fund or any of its agents or consultants for such costs. All costs incurred by the Respondent during the selection process and during negotiations will be solely the responsibility of the Respondent.

### **2.13 Reserved**

### **2.14 Withdrawal or Modification of Proposals**

Respondents may withdraw or modify their Proposals at any time prior to the Proposal Submission Date provided in Section 1.3, *Proposal Submission Date; Anticipated Procurement Schedule*, by written notice of withdrawal or written submission of the modification, signed in the same manner and by the same persons who signed the Proposal. Such written notice must be addressed to the Primary Contact as specified in Section 1.3.

## **3 Proposal Requirements**

### **3.1 Administrative Requirements**

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

#### **3.1.1 Mandatory Online Registration and Filing Requirements**

All Respondents must apply electronically in order to be eligible for award of the non-competitively bid contract opportunity described in this RFP; proposals and any other related documents prepared in response to this RFP will not be considered unless they are submitted, within the prescribed time period, to [OSTProject@phila.gov](mailto:OSTProject@phila.gov), (Primary Contact). The posting of this RFP is also referred to as a Notice of Contracting Opportunity.

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 comprise, or 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 Fund contract and make the disclosures required by Chapter 17-1400 of The Philadelphia Code within fourteen (14) days after the joint venture receives notice that it has been awarded the contract.

Respondents and contractors are required disclose their campaign contributions to political candidates and incumbents who are running for, or currently serving in, a local (Philadelphia) or state-wide elected office anywhere within the Commonwealth of Pennsylvania (federal campaign contributions are not included); any consultants used in responding to the RFP and contributions those consultants have made; prospective subcontractors; and whether Respondents or any representative of Respondents has received any requests for money or other items of value or advice on particular firms to satisfy minority-, woman- or disabled-owned business participation goals from City employees. This information, as well as a proposal or any other response document required, is part of the online application and is required by the Fund which voluntarily adheres to City policies pursuant to Chapter 17-1400 of the Philadelphia Code (*see* Appendix G and Appendix O of the RFP). For more information, please e-mail [econtractphilly@phila.gov](mailto:econtractphilly@phila.gov) or call 215-686-4914.

Respondents who have failed to file complete applications – including using the disclosure forms provided in Appendix O – prior to the closing date and time will not be considered for the contract.

#### **3.1.2 Reserved**

#### **3.1.3 Addenda to the RFP; Requests for Information; Inconsistencies**

The Fund reserves the right to change, modify or revise the RFP at any time. Any revision to this RFP will be posted at [www.phila.gov/rfp/](http://www.phila.gov/rfp/) with the original Opportunity Details. It is the Respondent's responsibility to check the website frequently to determine whether additional information has been released or requested.

All questions, requests for clarification, and requests for additional information regarding this RFP must be submitted to the RFP's Primary Contact not later than the deadline set forth in Section 1.3. All such questions and requests must be submitted in writing, by facsimile, U.S. mail, private delivery service, hand delivery, or email to the Primary Contact: [Thomas.Sheaffer@phila.gov](mailto:Thomas.Sheaffer@phila.gov). Respondents should use the following in their subject line: "QUESTION(S) FOR OST EXTENDED I.S. RFP". Responses to such questions and requests shall be at the discretion of the Fund, DHS and the Deputy Mayor's Office for Health & Opportunity and nothing in this RFP shall create an obligation on the Fund the City, DHS, or the Deputy Mayor's Office for Health & Opportunity to respond to the submitting party or at all.

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

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

### **3.1.4 Proposals Binding**

By submitting its Proposal, the Respondent agrees to be bound by all terms and conditions of its Proposal, including, without limitation, the prices stated therein, for a period of one hundred and eighty (180) days from the Submission Date. A Respondent's refusal to enter into a contract that reflects such terms and conditions may, in the Fund's sole discretion, result in rejection of the Proposal, and/or termination of any negotiations with the Respondent.

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

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

### **3.1.5 Proposal Submission Requirements**

Proposals submitted in response to this RFP must be submitted electronically by the time and date provided in Section 1.3, *Proposal Submission Date; Anticipated Procurement Schedule*. Proposals should include a table of contents listing all sections, figures, and tables and their corresponding page numbers.

In addition to the electronic submission, two (2) printed paper copies of the Proposal must be received by the Primary Contact at the location provided in the Section 1.3, *Primary Contact*, by the time and date provided in Section 1.3, *Proposal Submission Date; Anticipated Procurement Schedule*, and must be true and correct copies of the Proposal as submitted electronically.

## **3.2 Implementation Plan, Statement of Work, Project Schedule and Milestone Payment Schedule**

Respondents must submit the following documents (collectively, "Project Documents") as part of their Proposals, in accordance with the overall structure of the work as set forth in the RFP and the specific format and other requirements provided in Appendix B (if no requirements are provided in Appendix B,

Respondents should submit the Project Documents in the form they currently use for work of the type here sought):

- (a) an implementation plan for the proposed System and/or services that describes in detail (i) the methods, including controls, by which the Respondent manages projects of the type sought by this RFP; (ii) where software is to be developed, customized, and/or implemented as part of the project, the Respondent's software development and implementation methodology, including, but not limited to, version control, error correction, pre-delivery testing and de-bugging procedures, and post-installation testing; (iii) and any other project management or implementation strategies or techniques that the Respondent intends to employ in carrying out the work;
- (b) a detailed statement of the work to be performed, in a form that the Respondent considers appropriate and sufficient for incorporation in a contract document;
- (c) a detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, principal schedule milestones, and overall time of completion; and
- (d) a milestone payment schedule setting forth the frequency and amount of progress payments, and identifying the tasks and deliverables ("milestones") to be completed for each payment (See Appendix C: Cost Proposal Requirements).

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

### **3.3 Proposal Contents**

#### **3.3.1 Reserved**

#### **3.3.2 Proposal Format**

Proposals will be evaluated, in part, on the Respondent's ability, in the Fund's judgment, to demonstrate technical and financial capacity to perform the work it proposes in accordance with the requirements of this RFP. Respondents are accordingly required to furnish the information described below. The Fund reserves the right to require additional or different qualifications information and will judge whether the Respondent's submissions meet the information requirements provided below and are sufficient to demonstrate the Respondent's qualifications.

Proposals submitted in response to this RFP must include a cover letter signed by the person authorized to issue the proposal on behalf of the Respondent, and the following information, in the sections and order indicated:

1. Table of Contents
2. Introduction/Executive Summary  
Provide an overview of the services being sought and proposed scope of services.
3. Respondent Profile  
Provide a narrative description of the Respondent itself, including the following:

- a. Respondent's business identification information, including name, business address, telephone number, website address, and federal taxpayer identification number or federal employer identification number;
  - b. A primary contact for the Applicant, including name, job title, address, telephone and fax numbers, and email address;
  - c. A description of Applicant's business background, including, if not an individual, Applicant's business organization (corporation, partnership, LLC, for profit or not for profit, etc.), whether registered to do business in Philadelphia and/or Pennsylvania, country and state of business formation, number of years in business, primary mission of business, significant business experience, whether registered as a minority-, woman-, or disabled-owned business or as a disadvantaged business and with which certifying agency, and any other information about Applicant's business organization that Applicant deems pertinent to this RFP.
4. Project Understanding  
Provide a brief narrative statement that confirms Applicant's understanding of, and agreement to provide, the services and/or tangible work products necessary to achieve the objectives of the project that is the subject of this RFP. Applicant shall describe how the Applicant's business experience will benefit the project.
5. Proposed Scope of Work  
Provide a proposed scope of work, including a cost proposal and project timetable (schedule), in accordance with Section I and 2 of this RFP.
6. Statement of Qualifications; Relevant Experience, References  
The Respondent shall provide information that demonstrates that it possesses the technical expertise that the Fund requires for this RFP.  
Respondents should submit references from owners of projects that are comparable in size, complexity and scope of work sought by this RFP. The references should also demonstrate the Respondent experience with the technology solution proposed. The histories of such projects that they have completed, firm resumes and resumes of key personnel should also be included as well as other such information believed to demonstrates the indicated types of experience. All references should include the name, title, telephone number of both the current owner of the project and the owner of the project at time of work effort. Specific reasons for using the reference must also be provided.
7. Requirements Compliance Certification  
Detailed requirements for the System are provided in Appendix A, *Detailed Project Requirements*. The Proposal must specify, for each requirement, that the proposed solution and/or services fully satisfies the requirement, does not satisfy the requirement, or partially satisfies the requirement (in which case, the extent of compliance and non-compliance with the requirement must be fully identified and explained, including all features not provided).

Respondents are accordingly required to fill out and submit the Requirements Compliance Matrix attached in Appendix D, *Requirements Compliance Certification*. To facilitate responses and the Fund's review, the Fund will provide an electronic version of the Matrix in Excel. The completed Matrix must be included with the Proposal materials submitted.

8. Proposed Subcontractors

State the intention to use subcontractors to perform any portion of the work sought by this RFP. For each such subcontractor, provide the name and address of the subcontractor, a description of the work Applicant intends the named subcontractor to provide, and whether the subcontractor can assist with fulfilling goals for inclusion of minority, woman, or disabled-owned businesses or disadvantaged businesses as stated in Appendix A.

9. Solicitation for Participation and Commitment Form

As a separate document, include a completed Solicitation for Participation and Commitment Form. The form is provided with Appendix F to this RFP

10. Disclosure of Litigation; Disclosure of Administrative Proceedings

State, for the 5-year period preceding the date of this RFP, a description of any judicial or administrative proceeding that is material to Applicant's business or financial capability or to the subject matter of this RFP, or that could interfere with Applicant's performance of the work requested by this RFP, including, but not limited to, any civil, criminal or bankruptcy litigation; any debarment or suspension proceeding; any criminal conviction or indictment; and any order or agreement with or issued by a court or local, state or federal agency. For each such proceeding, state the name of the case or proceeding, the parties involved, the nature of the claims involved, its current status and the final disposition, if any. Provide the same information for any officer, director, principal, or partner of Applicant's organization, and for any subcontractor Applicant plans to use to perform the services described in this RFP.

11. Statement of Financial Capacity

Provide documentation demonstrating fiscal solvency and financial capability to perform the work sought by this RFP. Consider providing one or more of the following:

- General statement of the Applicant's financial condition;
- Applicant's most recent audited or unaudited financial statements;
- Disclosure of any bankruptcy filings over the past five years;
- Most recent IRS Form 990 (for non-profit organizations only).

12. Defaults

Provide a description, in detail, of any situation occurring within the past five (5) years in which the Applicant, or a joint venture or partnership of which Applicant was a part, defaulted or was deemed to be in noncompliance of any contractual obligations, explaining the issues involved in the default, the outcome, the actions taken by Applicant to resolve the matter. Also provide the name, title and telephone number of the party to the contract who asserted the event of default or noncompliance or the individual who managed the contract for that party.

### **3.4 Certification of Compliance with Equal Benefits Ordinance**

If this RFP is a solicitation for a "Service Contract" as that term is defined in Philadelphia Code Section 17-1901(4), and results in a Service Contract in an amount in excess of \$250,000, then, pursuant to Chapter 17-1900 of The Philadelphia Code, the contractor 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 Philadelphia Code Section 19-1502(1)(b), be required to extend the same employment benefits contractor extends to spouses of its employees to life partners of such employees, absent a waiver by the City under Section 17-1904. By submission of their Proposals in response to this RFP, all Respondents so acknowledge and certify that, if

awarded a Service Contract pursuant to this RFP, they will comply with the provisions of Chapter 17-1900 of The Philadelphia Code and will notify their employees of the employment benefits available to life partners pursuant to Chapter 17-1900. Following the award of a Service Contract subject to Chapter 17-1400 and prior to execution of the Service Contract by the Fund, the successful Respondent shall certify that its employees have received the required notification of the employment benefits available to life partners and that such employment benefits will actually be available, or that the successful Respondent does not provide employment benefits to the spouses of married employees. The successful Respondent's failure to comply with the provisions of Chapter 17-1900 or any discrimination or retaliation by the successful Respondent against any employee on account of having claimed a violation of Chapter 17-1900 shall be a material breach of any Service Contract resulting from this RFP.

### **3.5 Local Business Entity or Local Impact Certification**

Pursuant to Mayoral Executive Order No. 04 -12, (to which the Fund voluntarily adheres) the Fund will, in the selection of the successful Respondent, consider whether that Respondent has certified that either (1) Respondent meets the criteria stated in Section 17-109(3) (b) of the Philadelphia Code to qualify as a Local Business Entity or (2) in the performance of the resulting contract, Applicant will employ City residents, or perform the work in the City. Any Applicant who wishes to demonstrate its eligibility for this consideration shall do so by completing, executing and attaching to its application a completed Local Business Entity or Local Impact Certification, the form of which is attached to this RFP as Exhibit D. The Applicant shall then also include in a separate section of the 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." The Fund shall deem it a positive factor where the Applicant has, in the Fund's discretion, met the Local Business Entity or Local Impact criteria.

### **3.6 Tax Status and Clearance Statement**

It is the policy of the Fund to ensure that each contractor and subcontractor has all required licenses and permits and is 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 of other regulatory provisions contained in The Philadelphia Code. To assist the Fund, through the City's Department of Revenue and Department of Licenses and Inspections, in determining this status, each Respondent is required to complete and return with its proposal a City of Philadelphia Tax Status and Clearance Statement Form (included with this RFP as Appendix H).

If the Respondent is not in compliance with the City's tax and regulatory codes, an opportunity will be provided to enter into satisfactory arrangements with the City. If satisfactory arrangements cannot be made, Respondents will not be eligible for award of the contract contemplated by this RFP.

The selected Respondent will also be required to assist the Fund in obtaining the above information from its proposed subcontractors (if any). If a proposed subcontractor is not in compliance with the City's tax and regulatory codes and fails to enter into satisfactory arrangements with the City, the non-compliant subcontractor will be ineligible to participate in the contract contemplated by this RFP and the selected Respondent may find it necessary to replace the non-compliant subcontractor with a compliant subcontractor. Respondents are advised to take these policies into consideration when entering into their contractual relationships with proposed subcontractors.

Respondents need not have a City of Philadelphia Business Income and Receipts Tax Account Number (formerly Business Privilege Tax Account Number) and Commercial Activity License Number (formerly

Business Privilege License Number) to respond to this RFP, but will, in most circumstances, be required to obtain one or both if selected for award of the contract contemplated by the RFP.<sup>1</sup> Applications for a Business Income and Receipts Tax Account Number or a Commercial Activity License<sup>2</sup> may be made on line by visiting the City of Philadelphia Business Services Portal at <http://business.phila.gov/Pages/Home.aspx> and clicking on “Register Now.” If you have specific questions, call the Department of Revenue at 215-686-6600 for questions related to City of Philadelphia Business Income and Receipts Tax Account Number or the Department of Licenses and Inspections at 215-686-2490 for questions related to the Commercial Activity License.

If a Respondent or a proposed subcontractor is not currently in compliance with the City’s tax and regulatory codes, please contact the Revenue Department to make arrangement to come into compliance at 215-686-6600 or [revenue@phila.gov](mailto:revenue@phila.gov).

## **4 City-Wide Contract Requirements**

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

Respondents may state for the Fund’s consideration any objections to the following contract terms, in a separate section of the Proposal. Any such objection must identify the specific section(s) objected to, state the reason(s) for the objection, and propose alternative language or terms. Terms to which no objection is asserted will be presumed acceptable to the Respondent. The Fund may, in its sole discretion, evaluate proposals in part according to whether the Respondent so objects, and the number and type of objections asserted.

### **4.1 Term and Renewal**

The initial term of the Contract shall commence on or before July 1, 2013 and, unless sooner terminated by the Fund, DHS or the Deputy Mayor’s Office for Health & Opportunity, pursuant to the terms of the Contract, shall expire twelve (12) months thereafter. The Fund, in consultation with DHS and the Deputy Mayor’s Office for Health & Opportunity, may amend the Contract to add up to three (3) additional successive one year terms (“Additional Terms”). Except as may be stated otherwise in such amendment, the terms and conditions of this Contract shall apply throughout each Additional Term.

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<sup>1</sup> Respondents that have a Business Privilege Tax Number should use that number, as it is automatically their Commercial Activity License Number, and need not apply for a new Commercial Activity License Number. Similarly, Respondents with a Business Privilege Tax Account Number should use that number as their Business Income and Receipts Tax Account Number.

<sup>2</sup> Commercial Activity Licenses are not typically required for non-profit organizations; however, Business Income and Receipts Tax Account Numbers typically are required.

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## **4.2 Certificate of Non-Indebtedness**

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

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

## **4.3 Insurance; Performance and Payment Bonds**

### **4.3.1 Insurance**

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

Unless otherwise approved by the City's Risk Management Division in writing, the Contractor 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, covering Provider's performance of the Services and the furnishing of the Deliverables. Provider shall procure, or cause to be procured, all insurance from reputable insurers admitted to do business on a direct basis in the Commonwealth of Pennsylvania or otherwise acceptable to the Fund and the City. All insurance herein, except the Professional Liability insurance, shall be written on an "occurrence" basis and not a "claims-made" basis. In no event shall Provider perform any Services or other work until Provider has delivered or caused to be delivered to the Fund and 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 Fund and the City in the event coverage is materially changed, canceled, or non-renewed. The Fund and the City, and each of their 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 Fund and the City an endorsement stating that the coverage afforded the Fund and the City and each of their 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 Fund, the City, or their officers, employees or agents shall invalidate the coverage.

- (a) Workers Compensation and Employers Liability
  - Workers Compensation: Statutory limits
  - 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.
  - Other states insurance including Pennsylvania.
- (b) General Liability Insurance
  - Limit of liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; \$1,000,000 advertising injury; \$2,000,000 general aggregate and \$1,000,000 aggregate for products and completed operations. The Fund or the City may require higher limits of liability if, in the Fund's or the City's discretion, the potential risk warrants.
  - Coverage: Premises operations; blanket contractual liability; personal injury liability; products and completed operations; independent contractors, employees and volunteers as additional insureds; cross liability; and broad form property damage (including completed operations).
- (c) Automobile Liability
  - Limit of liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
  - Coverage: Owned, non-owned and hired vehicles.
- (d) Professional Liability Insurance
  - Limit of liability: \$1,000,000 with a deductible not to exceed \$50,000.
  - Coverage: Errors and omissions including liability assumed under contract.
  - Professional Liability Insurance may be written on a claims-made basis provided that coverage for occurrences happening during the performance of the work required under this contract shall be maintained in full force and effect under the policy or "tail" coverage for a period of at least two (2) years after completion of the work.

Certificates of insurance evidencing the required coverages must specifically reference the contract number for which they are being submitted. The original certificates of insurance must be submitted to the City's Risk Management Division, and copies shall be submitted to the Fund at the address set forth in the contract. Both submissions must be made at least ten (10) days before work is begun and at least ten (10) days before each renewal term. The Fund, in consultation with DHS and the Deputy Mayor's Office of Health & Opportunity, may waive the ten (10) day requirement for advance documentation of in such situations where such waiver will benefit the Fund or the City, but under no circumstances shall the Contractor actually begin work (or continue work, in the case of renewal) without providing the required evidence of insurance. The actual endorsement adding the Fund and the City as an additional insureds must specifically reference the contract number and be submitted to the City's Risk Management Division. The Fund and the City reserve the right to require the Contractor to furnish certified copies of the original

policies of all insurance required under the Contract at any time upon ten (10) days written notice to the Contractor.

Contractor may not self-insure any of the coverages required under the Contract without the prior written approval of the Fund and the City. In the event that Contractor desires to self-insure any of the coverages listed above, it shall submit to the Fund, prior to the commencement of work hereunder, a certified copy of Contractor's most recent audited financial statement, and such other evidence of its qualifications to act as a self-insurer (e.g., state approval) as may be requested by the Fund and the City. In the event the Fund grants, Contractor understands and agrees that the Fund, the City, and each of their officers, employees, and agents, shall be entitled to receive the same coverages and benefits under Contractor's self-insurance program that they would have received had the insurance requirements set forth above been satisfied by a reputable insurer admitted and duly authorized to do business in the Commonwealth of Pennsylvania or otherwise acceptable to the City. If at the time of commencement of the Term of the Contract, Contractor self-insures its professional liability or workers' compensation and employers' liability coverage, Contractor may, in lieu of the foregoing, furnish to the Fund and the City a current copy of the state certification form for self-insurance or a current copy of the State Insurance Commissioner's letter of approval, whichever is appropriate. The insurance (including self-insurance) requirements set forth herein are not intended and shall not be construed to modify, limit, or reduce the indemnifications made in the contract by Contractor to the Fund or the City, or to limit Contractor's liability under the contract to the limits of the policies of insurance (or self-insurance) required to be maintained by Contractor hereunder.

#### **4.3.2 Performance and Payment Bonds**

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

#### **4.4 Indemnification**

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

## **4.5 Proprietary Rights Indemnification**

### **4.5.1 Indemnification**

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

### **4.5.2 Infringing Products**

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

- (a) Procure the right for the City to continue using the Software or other product;
- (b) Replace the Software or other product with a non-infringing equivalent;
- (c) Modify the Software or other product to make it non-infringing, provided that the modification does not materially alter the functionality of the Software or other product, or the City agrees to and accepts the modification in writing; or

In the event Contractor is ordered by a court of competent jurisdiction to remove the Software or other product, and all right of appeal or stay is exhausted as to such order, Contractor shall accept return of the Software or other product and refund to the Fund, the full amount paid by the Fund to Contractor pursuant to this Contract.

### **4.5.3 Exclusive Remedy**

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

## 4.6 Century Date Standard

### 4.6.1 Covered Work

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

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

### 4.6.2 Century Date Standard

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

- (a) General Integrity. No value for current date will cause interruptions in the operation of the software, firmware, or equipment and the software, firmware and equipment will operate without any date-related faults or failures and without producing inaccurate data, including any calculation involving a span of time, which crosses a century.
- (b) Date Integrity. All manipulations of time-related data (including, without limitation, dates, durations, days of week, month, and year) will produce results that conform to the manufacturer's specifications for the software or equipment for all valid date values within the application domain.
- (c) Interface Integrity.
- (d) Explicit Century: Date elements in interfaces and data storage shall permit specification of the century by means that will eliminate all ambiguity as to the applicable century for date and date-related data.
- (e) Implicit Century: For any date element represented without century, the correct century shall be unambiguous for all manipulations involving that element before, during, and after January 1, 2000.
- (f) Source code. Source code for software shall comply with the standard set forth in Federal Information Processing Standard Publication 4-2 (FIPS PUB 4-2), Representation of Calendar Date for Information Interchange.

### 4.6.3 Defects and Errors

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

## 4.7 Performance Standards

The Fund expects that the contract resulting from this RFP will include performance standards for the System, including but not limited to response times for System functions and data-throughput/transfer rates.

## 4.8 Acceptance

### 4.8.1 Conditional Acceptance

- (a) Contractor shall notify the City in writing when Contractor contends that all Work comprising a Milestone is completed and ready for Conditional Acceptance by the City. Within thirty (30) days

following receipt of Contractor's written notice, the City shall issue its written statement of Conditional Acceptance of the Milestone, or its written notice that the Work comprising the Milestone is not Conditionally Accepted. Conditional Acceptance will not be unreasonably withheld provided that all Work comprising the Milestone is completed and conforms to the Conditional Acceptance Standards.

- (b) In the event any Work comprising a Milestone is rejected by the City, the City shall, in its notice of rejection, specify in reasonable detail the reasons for the rejection, including a description of the defects on which the rejection is based. Contractor shall, within five (5) business days following receipt of the City's notice, deliver to the City its plan for correcting all defects identified in the City's notice. Upon the City's written approval of the plan of correction, Contractor shall proceed to correct the defective Work in accordance with the approved plan and shall complete all corrections within thirty (30) calendar days following receipt of the City's approval of the plan, or such longer period as the City may agree to in writing (the "First Correction Period"). Upon completion of the corrections, Contractor shall notify the City in writing of such completion. The City shall determine whether the corrected Work complies with the Conditional Acceptance Standards and issue its written notice of Conditional Acceptance or rejection of the corrected work to Contractor. If the Work is rejected a second time, Contractor shall again be required to correct the defects within thirty (30) days; and if the Work still does not comply with the Conditional Acceptance Standards, following the Second Correction Period, the City may, in its sole discretion, (i) request Contractor, in writing, to remove the rejected portion at Contractor's expense and to restore the System (and the premises, if applicable) to its condition prior to performance of the Milestone; and/or (ii) remove the rejected portion itself, at Contractor's expense, if Contractor does not comply with such request; and/or (iii) perform the rejected portions of the work itself, through its own personnel or third parties, at Contractor's expense.
- (c) The Conditional Acceptance Standards consist of the following:
- the descriptions of functionality and standards of performance that are set forth in the Statement of Work, the Performance Standards, the Functional Requirements, and elsewhere in this Contract, and that apply to the Milestone;
  - the manufacturer's (including, without limitation, Contractor's, where applicable) most current published specifications for the Software, Equipment, and Deliverables that apply to the Milestone;
  - the Preliminary Design and Detailed Design;
  - the test criteria and standards of performance provided in the Test Plan(s) that are accepted and approved by the City and apply to the Milestone; and
  - successful completion of the Conditional Acceptance Tests and the Reliability Period.

#### **4.8.2 Final Acceptance**

- (a) Contractor shall notify the City in writing when Contractor contends that all Work required for the Project is completed and that the System and all other components of the Project have been fully performed in accordance with the Contract, including, without limitation, the Final Acceptance Standards, and the Work is ready for Final Acceptance Test(s). Following receipt of such notice, the City shall establish a schedule for commencing and conducting the Final Acceptance Test(s); the commencement date shall be not more than thirty (30) calendar days following the date on which the City receives Contractor's notice except as may be agreed otherwise by the parties. The Project shall not be Finally Accepted unless and until the System and all other components of the Project function together as an integrated whole in accordance with the Final Acceptance Standards.
- (b) The Final Acceptance Standards consist of the following:

- the descriptions of functionality and performance and all standards of performance that are set forth in the Statement of Work, the Performance Standards, the Functional Requirements, and elsewhere in this Contract;
- the Documentation;
- the manufacturer's (including, without limitation, Contractor's, where applicable) most current published specifications for all Software, and Deliverables;
- all design documents prepared by Contractor under the Contract, including, without limitation, the Preliminary Design and Detailed Design;
- the test criteria and standards of performance set forth in the Test Plan(s), as accepted and approved by the City; and
- successful completion of the Final Acceptance Tests and the Reliability Period.

#### **4.8.3 Acceptance Test(s); Test Plan(s)**

The Services and Deliverables comprising each Milestone in the Milestone Payment Schedule shall be subject to conditional acceptance testing as approved and accepted by the City (the "Conditional Acceptance Tests"), and the Services and Deliverables as an integrated system shall be subject to final acceptance testing as approved and accepted by the City (the "Final Acceptance Tests"). No Conditional or Final Acceptance Test or other test of the Services and Deliverables shall commence unless and until Contractor has delivered and the City has accepted and approved, in writing, Contractor's written plan or plans setting forth, for the Conditional Acceptance Test(s) and the Final Acceptance Test(s), a test method and criteria and standards of performance that must be satisfied for the test to be successful (collectively, the "Test Plan(s)"). The Test Plan(s) shall include, without limitation, test methods and criteria and standards of performance for all Project Milestones, shall include all elements provided in the Statement of Work and otherwise conform to the general test requirements set forth in the Statement of Work, and shall fully test the System for conformance to the Performance Standards and other Final Acceptance Standards. The Test Plan(s) shall be Deliverables under the Contract.

#### **4.8.4 Reliability Periods**

- (a) For Conditional Acceptance: The Software to be Conditionally Accepted must function in conformance with the Conditional Acceptance Standards and without any Material Defect or Material Failure for a period of [TBD during contract negotiation] consecutive calendar days, commencing on the day following the first successful completion of the Conditional Acceptance Test. In the event such Software suffers any Material Defect or Material Failure prior to the expiration of such period (the "Reliability Period"), Contractor shall remedy such Material Defect, and a new [TBD during contract negotiation] consecutive calendar day Reliability Period (the "Second Reliability Period") shall begin on the day that Contractor notifies the City that the remedy has been completed. In the event the Software does not successfully complete the Second Reliability Period without any Material Defect, the City may, at its sole discretion, proceed in accordance with this Section and exercise any remedy provided herein. For purposes of this Section, the following conditions shall also be deemed to be Material Failures sufficient to trigger the foregoing requirements and remedies: [TBD during contract negotiation]
- (b) For Final Acceptance: It shall be a condition of Final Acceptance that the completed and fully integrated System function in conformance with the Final Acceptance Standards and without any Material Defect for a period of [TBD during contract negotiation] consecutive calendar days, commencing on the day following the first successful completion of the Final Acceptance Test. In the event the System suffers any Material Defect or Material Failure prior to the expiration of such period (the "Reliability Period"), Contractor shall remedy such Material Defect Failure, and a new [TBD during contract negotiation]

consecutive calendar day Reliability Period (the “Second Reliability Period”) shall begin on the day that Contractor notifies the City that the remedy has been completed. In the event the System does not successfully complete the Second Reliability Period without any Material Defect, the City may, at its sole discretion, terminate the Contract for default and exercise any one or more of the remedies provided to the City in the Contract.

#### **4.9 Retainage**

The Fund shall retain twenty (20) percent of each Milestone Payment set forth in the Milestone Payment Schedule unless and until the Services and Deliverables are finally accepted in accordance with the Contract. The retained amounts shall be payable to Contractor sixty (60) days following such final acceptance of the Services and Deliverables by the City.

#### **4.10 City Audit**

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

#### **4.11 Termination for Convenience**

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

#### **4.12 Termination for Default**

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

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



- (f) indictment of or issuance of charges against Contractor, its directors, employees or agents for any criminal offense or any other violation of law directly relating to the Contract or the Work required under the Contract or which adversely affects the performance of the Contract, whether or not such offense or violation is ultimately adjudged to have occurred.

#### **4.13 Sales and Use Tax Exemption**

Neither the Fund nor the City is subject to federal, state, or local sales or use taxes or to federal excise tax. Contractor hereby assigns to the City all of its right, title and interest in any sales or use tax which may be refunded as a result of any materials purchased in connection with the Contract, and unless directed by the City, Contractor shall not file a claim for any sales or use tax refund subject to this assignment. Contractor authorizes the City, in its own name or the name of Contractor, to file a claim for a refund of any sales or use tax subject to this assignment.

#### **4.14 Unavailability of Funds**

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

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

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

#### **4.15 Tax Requirements**

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

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

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

#### **4.16 Assignment**

Contractor shall not assign or otherwise transfer its rights, duties or obligations under this Contract, except with the prior written consent of the Fund and the City; any assignment or transfer (including, but not limited to, assignment of any subcontract) without such consent shall be null and void. In no event shall the Fund's and the City's consent to any assignment or transfer by Contractor of any rights, duties or obligations under the Contract relieve Contractor from its duties or obligations hereunder or change the terms of the Contract. Contractor retains full responsibility for and guarantees the performance of any and all assignees and transferees of Contractor, including but not limited to, their subcontractors, notwithstanding the assignment or transfer.

#### **4.17 Reserved**

#### **4.18 Nondisclosure of City Data and Contractor Data**

##### **4.18.1 Nondisclosure**

It should be noted that the Fund itself will not have any City Data. Contractor and its employees, agents, Subcontractors, suppliers, and any person or entity acting on its behalf (i) will maintain in strict confidentiality all of the "City Data," as defined and set forth below; (ii) will not, without the City's written permission, divulge, disclose, communicate, or distribute any of the City Data to any person or entity except as may be strictly necessary to perform the Contract; (iii) will not, without the City's written permission, in any way use any of the City Data for their businesses or other advantage or gain (except as may be necessary to perform the Contract), including, without limitation, any use of the 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; (iv) will use the City Data solely and exclusively in accordance with the terms of this Contract in order to carry out its obligations and exercise its rights under this Contract; (v) will afford the City Data at least the same level of protection against unauthorized disclosure or use as Contractor uses to protect its own trade secrets, proprietary information, and other confidential information (but will in no event exercise less than reasonable care and protection); and (vi) will, immediately upon the City's Final Acceptance of the Services and Deliverables required under 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. The City will maintain the "Contractor Data," as defined and set forth below, in confidence and will afford the Contractor Data at least the same level of protection against unauthorized disclosure or use as the City uses to protect its own trade secrets, proprietary information, and other confidential information (but will in no event exercise less than reasonable care and protection).

##### **4.18.2 City Data**

Except as provided otherwise in Section, the City Data shall include any and all of the following, whether in electronic, microfilm, microfiche, video, paper, or other form, and any copies or reproductions thereof:

- (a) OST/After-School Data, records and documents (including that from other integrated systems of partner agencies) and
- (b) any and all other records, documents, computer software (whether owned by the City or licensed or otherwise furnished to the City by third parties), and data furnished by the City to Contractor in relation to the work required under the Contract; and

(c) all Deliverables and other work product(s) and items of work created by Contractor for the City as part of the work required under the Contract.

#### **4.18.3 Contractor Data**

Except as provided otherwise in Section, the Contractor Data shall include any and all of the test data, whether in electronic, microfilm, microfiche, video, paper, or other form, and any copies or reproductions thereof.

#### **4.18.4 Exclusions**

Neither the Contractor Data nor the City Data shall include any information or data which:

- (a) was known to the party receiving the Data (the “Receiving Party”), prior to the commencement of its performance of the Contract, free of any obligation to keep it confidential, and/or is proprietary to the Receiving Party; or
- (b) was generally known to the public at the time of receipt by the Receiving Party, or becomes generally known to the public through no act or omission of the party disclosing or furnishing the Data (the “Disclosing Party”); or
- (c) was independently developed by the Receiving Party without knowledge or use of any Data of the Disclosing Party; or
- (d) is required to be disclosed by law or judicial process.

#### **4.18.5 Remedy for Breach**

In the event of any actual or threatened breach of any of the provisions of this Section by the Receiving Party, and in addition to any other remedies that may be available to the Disclosing Party in law or equity, the Disclosing Party shall be entitled to a restraining order, preliminary injunction, permanent injunction, and/or other appropriate relief to specifically enforce the terms of this Section. The parties agree that a breach of the terms of this Section by the Receiving Party would cause the Disclosing Party injury not compensable in monetary damages alone, and that the remedies provided herein are appropriate and reasonable.

### **4.19 Ethics Requirements**

The Fund voluntarily adheres to the Ethics laws and policies of the City of Philadelphia. To preserve the integrity of City employees and maintain public confidence in the competitive bidding system, the Fund intends to vigorously enforce the various ethics laws as they relate to City or Fund’s employees in the bidding and execution of City contracts. Such laws are in three categories:

#### **4.19.1 Gifts**

Pursuant to Executive Order 03-11, no official or employee in the Executive and Administrative Branch of the City or The Fund may solicit or accept, directly or indirectly, anything of value, including any gift, gratuity, favor, entertainment or loan from any of the following sources:

- (a) A person seeking to obtain business from, or who has financial relations with the City or The Fund;
- (b) A person whose operations or activities are regulated or inspected by any City agency;
- (c) A person engaged, either as principal or attorney, in proceedings before any City agency or in court proceedings in which the City is an adverse party;
- (d) A person seeking legislative or administrative action by the City; or

- (e) A person whose interests may be substantially affected by the performance or nonperformance of the official's or employee's official duties.

If a Respondent offers anything of value to a City official or employee under circumstances where the receipt of such item would violate the provisions of Executive Order 03-11, the Respondent may be subject to sanctions with respect to future City contracts, ranging from disqualification from participation in a particular contract to debarment, depending on the nature of the violation.

#### **4.19.2 City Employee Interest in City Contracts**

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

#### **4.19.3 Conflict of Interest**

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

#### **4.20 Non-Discrimination; Fair Practices**

This Contract is entered into under the terms of the Charter, the Fair Practices Ordinance (Chapter 9-1100 of the Code) and the Mayor's Executive Order No. 04-86 (the "Executive Order"), as they may be amended from time to time, and in performing this Contract, Provider shall not discriminate or permit discrimination against any individual because of race, color, religion or national origin. Nor shall Provider discriminate or permit discrimination against individuals in employment, housing and real property practices, and/or public accommodation practices whether by direct or indirect practice of exclusion, distinction, restriction, segregation, limitation, refusal, denial, differentiation or preference in the treatment of a person 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 or domestic or sexual violence victim status, Human Immunodeficiency Virus (HIV) infection, or engage in any other act or practice made unlawful under the Charter, Chapter 9-1100, the Executive Order, or under the nondiscrimination laws of the United States or the Commonwealth of Pennsylvania. In the event of any breach of this Section, 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.

#### **4.21 The Philadelphia Code, Section 17-400**

In accordance with Chapter 17-400 of The Philadelphia Code, as it may be amended from time to time, Contractor agrees that its payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization, insofar as such participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, privileges or conditions of employment on the basis of race, color, sex, sexual orientation, religion, national origin or ancestry, constitutes 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.

Contractor agrees to cooperate with the Commission on Human Relations of the City in any manner which the Commission deems reasonable and necessary for the Commission to carry out its responsibilities under Chapter 17-400 of The Philadelphia Code. Contractor's failure to so cooperate 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.

#### **4.22 Americans with Disabilities Act**

Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in the Contract or from activities or Services provided under the Contract. As a condition of accepting and executing the Contract, Contractor shall comply with all provisions of the Americans With Disabilities Act (the "Act"), 42 U.S.C. §§12101 - 12213, and all regulations promulgated thereunder, as the Act and regulations may be amended from time to time, which are applicable (a) to Contractor, (b) to the benefits, Services, activities, facilities and programs provided in connection with the Contract, (c) to the City, or the Commonwealth of Pennsylvania, and (d) to the benefits, services, activities, facilities and programs of the City or of the Commonwealth, and, if any funds under the Contract are provided by the federal government, which are applicable to the federal government and its benefits, services, facilities, activities, facilities and programs. Without limiting the applicability of the preceding sentence, Contractor 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 Americans With Disabilities Act," as they may be amended from time to time, which are applicable to the benefits, services, programs and activities provided by the City through contracts with outside contractors.

#### **4.23 Business Interests in Northern Ireland**

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

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

The Contractor agrees to cooperate with the City's Director of Finance in any manner, which the said Director deems reasonable and necessary to carry out the Director's responsibilities under Section 17-104 of The Philadelphia Code. The Contractor expressly understands and agrees that any false certification or representation in connection with this Paragraph and/or any failure to comply with the provisions of this

Paragraph shall constitute a substantial breach of this Agreement entitling the City to all rights and remedies provided in this Agreement or otherwise available in law (including, but not limited to, Section 17-104 of The Philadelphia Code) or equity. In addition, it is understood that false certification or representation is subject to prosecution under Title 18 Pa.C.S.A. Section 4904.

#### **4.24 Business, Corporate and Slavery Era Insurance Disclosure**

In accordance with Section 17-104 of The Philadelphia Code, Contractor, after execution of this Agreement, will complete an affidavit certifying and representing that Contractor (including any parent company, subsidiary, exclusive distributor or company affiliated with Contractor) has searched any and all records of the Contractor 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.

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

#### **4.25 Limited English Proficiency**

Contractor understands and agrees that no individual who is limited in his or her 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, shall comply with all provisions of Title VI of the Civil Rights Act of 1964, the President of the United States of America Executive Order No. 12250, the Mayor of the City of Philadelphia Executive Order No. 04-01, “Access to Federally Funded City Programs and Activities for Individuals with Limited English Proficiency” dated September 29, 2001, and all regulations promulgated thereunder, as the Act and regulations may be amended from time to time, which are applicable (a) to , (b) to the benefits, services, activities and programs provided in connection with this Contract, (c) to the City, or the Commonwealth of Pennsylvania, 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, 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.

#### **4.26 Health Insurance Portability and Accountability Act & the “Family Education Rights and Privacy Act of 1974, as amended and commonly known as “FERPA.”**

Where applicable, the contract will require the Contractor to comply fully with FERPA and the federal Health Information Portability and Accountability Act and all related federal regulations (collectively, “HIPAA”), including, but not limited to, HIPAA requirements relating to the confidentiality of protected health information and HIPAA requirements relating to the security of information systems. City contracts subject to HIPAA requirements will be governed by “Terms and Conditions Relating to Protected Health Information” which are posted on the City’s website at <https://secure.phila.gov/eContract/> under the “About” link and which will be incorporated into the contract. The same applies for FERPA.

#### **4.27 Philadelphia 21st Century Minimum Wage and Benefits Standard**

Contractors that are subject to Philadelphia Code Chapter 17-1300, as specified therein, shall comply with the minimum compensation standards by providing its employees with an hourly wage, excluding benefits, at least 150 percent of the federal minimum wage, and to extent the Contractor provides health benefits to any of its employees, the Contractor shall provide each full-time, non-temporary, non-seasonal covered employee health benefits at least as valuable as the least valuable health benefits that are provided to any other full-time employees of the Contractor, as more fully set forth at Philadelphia Code Chapter 17-1300. Contractor shall promptly provide to the City all documents and information verifying its compliance with the requirements of Section 17-1300. Furthermore, Contractor shall notify each affected employee what wages are required to be paid. The Office of Labor Standards may grant a partial or total waiver of Section 17-1300 based on specific stipulated reasons elaborated in Section 17-1304 of the Philadelphia Code.

## **Appendix A**

### **Detailed Project Requirements**

#### **1. Current OST/After School Data systems infrastructure:**

Currently, the OST data systems landscape is very fragmented. Programs utilize different Information Systems or none at all. This lack of systems integration and overall data aggregation has hampered the City's efforts to develop an integrated body of knowledge about the broad array of OST programs offered. In short, this insufficient data limits the ability to track outcomes and measure performance. The System of Systems Project aims to integrate these disparate data systems and to raise the quality of all programs in order that all youth can benefit from a range of youth development programming.

This Project will initially focus on programs operated by three city departments: the Department of Human Services (DHS) which contracts with non-profit organizations to deliver services and the Philadelphia Parks & Recreation Department (PP&R) and the Free Library of Philadelphia (FLP), both of whom have direct staff operating as service providers.

#### **Department of Human Services (DHS):**

Through a \$25.5 million contract with an Administrative Entity (currently, the Public Health Management Corporation), there are nearly 200 different programs serving youth ages 5-18 that are operated by 75 providers. There currently are 8,241 slots every day during the school year; an anticipated 17,700 unique youth will be served this year. The majority of the programs are located in public schools with the remainder at private or charter schools, community sites and other settings. There is also another sub-contract with the After School Activities Partnership (ASAP) which manages various clubs at 516 school and community sites serving over 6,400 youth. All these programs described in this section utilize the PCAPS information system. (See page 5.)

Another DHS "system" of OST programs is one where the department contracts directly with 20 distinct community-based providers.

#### **Philadelphia Parks & Recreation Department (PP&R)**

After school programs exist at 79 of this Department's physical locations. In total, there are 2,000 slots at those 79 locations, but only one-third enter their data in the aforementioned CBPS by completing hard copies, mailing them to a central location, and data entering to the web-based CPBS from that central location; no client data are automated for the balance. Effective July 2013, data for all youth participating at the 79 afterschool sites are scheduled to enter client data in the Project's extended IS.

#### **Free Library of Philadelphia (FLP)**

The FLP operates a drop-in program called "LEAP" at each of its 53 community library branches. As many as 150 teens supplement the librarian staff and are considered "OST participants" for data collection purposes; information pertaining to their participation is entered into CPBS. However, the youth "dropping-in" at the Libraries are not registered and consequently, no data records have been maintained for the estimated 70,000 youth annually served by LEAP. Effective July 2013, all teens' client data will transition to the OST System-Building Project's IS. Dependent upon what is learned from the pilot, project staff will determine a time frame for doing the same for participating youth at all LEAP locations.



### **Further Data Integration**

A second-level receiving attention is the 21st Century Community Learning Centers operating in the city. Of the 119 current 21CCLC sites (with a total 10,068 slots), many are operated by the same providers within the aforementioned DHS-OST system of contracted agencies.

A third-level of project attention are the many organizations which operate afterschool programs using non-city resources. While several such providers are among those included in the DHS-OST system of contracted agencies, e.g., the Boys & Girls Clubs -- some City-funded and some that are not -- there are many more programs that the Project envisions one day participating in a citywide effort which will include common outcome measurements, program assessments, and continuous quality improvement. Preliminary estimates suggest there is an aggregate capacity of at least 20,000 slots in this category, (See Table 1 within Appendix B for an outline of current programs.)

### **PCAPS and Integration with Extended MIS:**

The DHS OST Project programs funded by DHS through its administrative entity are using an information system called “PCAPS: “Provider Contract Attendance Performance System”, which has been in place since 2007. PCAPS is a Web-based 3-Tiered system running on Microsoft.NET with SQL Server 2005 Database; additional development components include Dot Net Nuke and Microsoft shared development components. The system is in process of being upgraded with both hardware and latest versions of software. PCAPS collects data at the organizational, client and staff levels for these DHS funded programs. The number of organizations utilizing PCAPS is 80. We expect the System-Building Project’s Extended IS to integrate seamlessly with PCAPS and be able to import demographic data and any other identified data set in order to produce comprehensive OST system-wide reports. Furthermore, as we extend the data integration efforts to other providers, we expect the Extended IS to integrate with - already established systems as well as be the system of choice where none currently exists

## **2. Project Requirements:**

### ***Functional and Technical Capability:***

- Allow for manual intake or batch upload of standard demographic information.
- Track youth enrollment, attendance and participation.
  - Be able to track and enter attendance over a range of devices including mobile devices and smart phones. The system should be optimized for these devices and not just be simply accessible over them.
  - Be able to track youth participation in specific activities, classes or services.
  - Support longitudinal data on youth.
- Track detailed agency, site and staff information.
  - Ability to record organizational characteristics including program quality, location, services provided, among related items.
  - Track staff information including education, credentials and trainings completed.
  - Have the ability to associate staff with specific classes and program activities.
  - Have the ability to either integrate with the online provider directory (currently in place) or be able to feed data to it.
- Track outcomes and assessments.
  - Have the ability to support the administration of surveys and outcomes assessments of youth participants, parents and staff. The ability for end-users to create such surveys and outcomes would be very desirable.

- The system is expected to allow for outcomes measurement either directly linking the indicators to participants or through surveys. The surveys will utilize both customized and standard student and program quality measuring tools.

### ***Reporting capabilities:***

- Generate reports that are accurate, reliable and easy to export to other formats if needed.
  - The system will have the capability to allow end-users to create custom reports based on standard or custom-built fields. Furthermore, the system should allow these custom reports to be saved in the commonly used formats and modified at a later time if needed.
  - The system will have a wide variety of inbuilt reports that would satisfy most of the needs of provider end users.
  - The system will allow for integration with such business intelligence tools as Crystal Reports or SPSS.

### ***Data Integration:***

- Have the ability to integrate with other data systems and allow for data aggregation.
  - Either have an interface or provide an API to allow for third party applications to access data.
  - Will have the ability to import/aggregate data from other MIS systems in some of the common formats like CVS, XLS, MDB or XML.
  - Will have the ability to either allow for live aggregation or batch uploads.
  - Will have the ability to share data with external data bases like those managed by the variety of local educational agencies.
  - The system should be able to import and de-duplicate records (real time or episodic batch uploads) from providers with other MIS systems.
  - The system will have inbuilt tools to clean up any synchronization issues. It should also alert and allow the end-users to remove any duplicate client records.
  - The system will include an underlying set of rules that govern data flow, data quality and user access.

### ***Data Security and system availability:***

- The system will provide for the highest security standards that meet or exceed the needs required under FERPA and HIPPA.
  - The system will provide for data authentication and encryption to allow for safe and secure transmittal of data.
  - The system will prohibit access to data without proper credentials and role based access.
  - Allows System Administrators to track system usage and modification through audit trails.
  - The system must support high uptime of 99.9% with adequate redundancies in place to avoid any single point of failure.

### ***Disaster recovery***

- The selected provider shall host the Extended IS and deliver ongoing support, maintenance, management, security and protection of the data and the system operating environment. The successful provider will have:
  - Back-up procedures with off-site storage facilities.
  - Data restoration facilities and recovery procedures for historical data.
  - A stated recovery time after a planned or unplanned outage.
  - A format in which data backup requests will be provided to the city (if requested).

### ***Miscellaneous***

- The system User Interface (UI) is expected to be intuitive and user friendly with functional and context based online help available for each data entry screen.
- The system should allow for different methods of data entry including the ability to scan forms.
- The system must have data entry validation, logic and mandatory input field features.
- The system must supply error checking functions that can identify out of range values and missing data.
- Provide management and stakeholders with dashboards, reports and numbers as needed.

### **In compiling responses as to how your software solution will accomplish the above mentioned tasks, please supplement your responses by answering the questions below:**

- Describe how your software will allow for data aggregation. Provide similar examples of other projects where data aggregation within the system and through integration with other systems was carried out successfully.
- Describe the reporting functionality that your software provides. In general terms, list the types of reports that are built in. Furthermore, describe in detail what report generation tools are in place to allow for end users to generate customized ad-hoc reports. Describe your process for creating such customized reports not otherwise available as ad-hoc or built-in.
- Describe in detail how your software will allow access to data over mobile devices and indicate any instances where it may not work.
- Describe in detail how your software measures outcomes. Are there any standard outcomes and assessment measurement tools utilized by your software solution? If so, please describe. Also, describe how flexible the system will be in terms of adapting to customized measurement tools.
- List other features or tools that the software has in place and fall within the purview of our “envisioned” system, e.g. GIS technology to track service gaps or utilization of hand held scanners to track attendance and activities.
- Explain in specific detail any work you have done with any of the school districts in other cities. Specifically, describe what type of data integration or sharing was done if any.
- To track attendance and/or participation in various activities, describe in detail how different methods of identification can be integrated in your solution (Examples are Biometrics, Swipe Cards, Bar Codes etc.). Provide a proposed solution for client identification.
- Describe your data encryption standards.
- Describe your log-in process for individual users and groups.

- Carefully describe your Service Level Agreements (SLA's) as it relates to following performance metrics:
  - Response time (Maximum system response time)
  - Throughput (Rate that data will be delivered)
  - Utilization (Maximum usage during which the system will perform within guaranteed response times and throughput)
  - Customer Support (General help desk problem reporting and problem resolution guarantees based on severity level)
  - Availability (System availability guarantees over a period of time); this should be calculated at 24 /7 level.

***Support and Technology Capabilities:***

- Describe the methods for contacting technical/help-desk support? State the policy regarding acceptable response time when support request call is made by end-user/administrator.
- What are your proposed hours of operation for technical support?
- Describe the qualifications of your technical support staff.
- Describe the organization and structure of your technical support services.
- What percentage of your total employees are responsible for direct client support?
- Describe the ongoing system support provided.
- Are software upgrades provided as part of the software support contract?
- Describe your software upgrade process.
- How often are new versions of your software released?
- How are customer requests for enhancements and customizations handled?
- How many separate modifications were included in your last software release?
- How many separate modifications included in the last release requested by current users?
- Describe the qualifications of your product development department.
- What percentage of your total employees are responsible for product development?
- Describe your back-up procedures including Restoration and Recovery procedures.
- Do you utilize a formal users' group(s)?

## Appendix B

### Requirements for Implementation Plan, Statement of Work and Project Schedule

#### **1. Tasks and Deliverables:**

##### a. Services

- **Project Management**
  - The Contractor is expected to work closely with the Project's Data Lead in managing this project. Unless otherwise specified, deliverables and reports associated with this project will be delivered to the Data Lead. The Data Lead with input from Project Director will be responsible for the review and acceptance of the deliverables and reports. The Respondents will provide a detailed project management plan which will include their recommended approach to managing a project of this scope.
- **Coordination with Partners**
  - Regular status update meetings (either in person or via telephone) will be held during the implementation and subsequently, on an as needed basis. Progress and any other updates will be relayed to project core members and Data Work Group members representing various partner agencies.
- **Implementation Assistance**
  - The successful Respondent will provide on-site implementation assistance and it will include defining security requirements, provide technical support especially during the first few weeks of live operation. These product implementation activities will be distinct from the successful Respondents services provided through the ongoing support and maintenance.

##### b. Tangible Work Products

- **Implementation Plan:**
  - Detailed implementation plan, including the length of time support/installation team will be on our site(s) during implementation and the exact scope of the work performed.
- **Work Plan:**
  - A detailed work plan outlining various tasks will be the first deliverable upon the successful contract award.
- **Training Plan.**
  - *See Appendix E*
- **Documentation**
  - **Product Technical documentation:** This will include technical architecture of the system including Data Dictionary, table layouts, performance, and hardware specifications.
  - **Product Operations documentation:** This will include steps and procedures needed to operate the system on a daily basis including batch upload or download procedures, managing access roles etc.
  - **Product User documentation:** This should include end user operation documentation and will include such things as log-in and log out sequences, menu

operations, screen descriptions, means of invoking online help etc. The Respondent will also provide more in-depth documentation for staff with administrative rights.

## **2. Hours and Location of Work**

The selected Contractor should be able to perform all project planning, requirements gathering, design and development, reporting and programming tasks at the Contractor's facility, with the exception of trips to Philadelphia, PA, as specified and agreed upon in the project implementation plan submitted by the Contractor. The Contractor will provide onsite training sessions for identified staff at various locations in Philadelphia, PA scheduled with the Data Lead during normal office hours M-F 8:30am – 5pm.

During the implementation phase Contractor will work with the City's Project Data lead and other designated staff from OST partner agencies.

## **3. Reporting Requirements**

The identified project lead from the Contractor shall establish a project reporting system that will provide routine and realistic assessments of project progress through completion. The Data Lead in consultation with Project Director, will first review and approve all of the requirements and design specifications documents before the Contractor can commence with the configuration, customization, integration and any needed coding.

Reports shall include:

- a. Weekly status and updates.
- b. Issue management log – The Contractor shall bring problems/potential problems affecting performance to the attention of the Data Lead within 5 working days of occurrence. Verbal reports will be followed up with written reports when directed by the City.
- c. Project risk management log

The Fund reserves the right to condition payments on the satisfactory completion of specified milestones, tasks, services and/or work products listed above. In addition to describing how each proposed milestone will be accomplished, the scope of work proposed by Applicant should identify the milestones the Applicant proposes as payment milestones and the amount it proposes for each milestone payment. Applicants may propose alternative means of payment, but should explain their reasons for the alternative and how it will facilitate completion of the work.

## **4. Timetable/Project Schedule**

The project implementation is expected to be completed through three Phases (See Appendix M). The first Phase will begin no later than July 2013 as per the procurement timetable and should be completed by October 2013.

### **The 1<sup>st</sup> Phase will include the following main tasks:**

- Integration and uploading of data from PCAPS.
- Introducing the Extended IS system to Parks and Recreation, Philadelphia Youth Development (PYD) and the Free Library of Philadelphia.
- A limited number of 21CLC sites (under Cohort 6 and 6A). The inclusion of 21CLC's will be more of a pilot for these sites and their successful inclusion can lead to more 21CLC's utilizing the Extended IS under Phase 2 and 3.

### **The 2nd Phase is expected to start in November 2013 and conclude by end of February 2014**

**and will include:**

- Data sharing with such entities as the School District of Philadelphia and the City's centralized Data warehouse (CARES)
- Data integration with agencies receiving some or no city funding.

**The 3rd Phase will begin by the middle of March 2014 and end by June 2014 and will include:**

- Non-city funded agencies that want to use Extended IS as their main MIS
- Integration/Data sharing with non-city funded providers having established MIS systems

**Beyond these three Phases the project is expected to be ongoing as far as services provision is concerned with a yearly licensing fee.**

*See Table-1 below for agency names and number of estimated sites to be included under each Phase:*

TABLE-1 Agency name	Number of sites/loca tions	SLOT LEVEL "CAPAC ITY"	Direct Access or Integration ( API, batch upload etc)	Anticipated number of sites (or data entry points)to be included in Extended IS	Phase
<b>DHS-OST Project Funded via PHMC</b>	157	8,241	PCAPS integration and initial Data upload	n/a	1
<b>DHS-Positive youth Development</b>	20	3,431	Direct Access with potential for managing budget and other grant related activities	20	1
<b>Parks and Recreation Afterschool</b>	81	2,312	Direct Access	1 to 5	1
<b>Library LEAP</b>	53	2,650	Direct Access	5	1
<b>Library LEAP TLA's</b>	all branches	150			
<b>ASAP Clubs (exclusive of others)</b>	516	n/a	Direct Access	1 (entered from 1 location)	1
<b>School Age Child Care (CCDBG)</b>	unknown	10,425	Direct Access/Integration		3
<b>School District(After –School Programs)</b>	TBD	n/a	Direct Access		2
<b>Archdiocese CARES *</b>	55	1,100	Direct Access		3
<b>Mural Arts Program (MAP)</b>	TBD	n/a	Direct Access		3
<b>PAL Centers *</b>	26	1,950	Direct Access		3
<b>Philadelphia Youth Network</b>	TBD		Data Integration		2
<b>21st CCLC Cohort #5 *</b>	39	2,252	Direct Access		n/a
<b>21st CCLC Cohort #6 *</b>	48	4,816	Direct Access	12	2
<b>21st CCLC Cohort #6A*</b>	32	3,000	Direct Access	12	2
<b>Sports Collaborative</b>	TBD	n/a	Data Integration		3
<b>YMCA *</b>	5	150	Data Integration		3
<b>Boys &amp; Girls Clubs *</b>	12	360	Data Integration		3
<b>Salvation Army Learning Zone*</b>	7	210	Data Integration		3

\* Figure not confirmed



## Appendix C

### Cost Proposal Template:

We envision the project to be implemented in phases with each phase having a combination of associated fixed and variable hourly costs. We anticipate that most of the implementation and customization costs to be incurred in Phase 1. However, in Phases 2 and 3 there will be some further integration and customization involved as we extend the Extended IS to more partners.

#### **Fixed Costs:**

##### **A. Implementation and Deployment Services (Phase 1)**

List all costs associated with the development and execution of the deployment strategy for the proposed system. Do not include costs for those items that have been included in separate section of the Cost Proposal Template (e.g., Training.) For any line item included in your proposal that is not specifically priced (i.e. the cost is included in another line item), enter “INCL”. For any item that is not included in your proposal, enter “NOT INCL”.

IMPLEMENTATION AND DEPLOYMENT SERVICES		
Implementation Category	Cost	Comment
<b>Project Management</b>		
<b>System and Data Integration</b>		
<b>Interfaces Testing and Implementation</b>		
<b>On-site “go-live” Assistance (during roll-out)</b>		
<b>Knowledge Transfer</b>		
Others (list below)		
TOTAL IMPLEMENTATION COST		

*Insert additional lines as needed*

##### **B. Software Licensing (Yearly)**

This section contains information on licensing costs and other costs for all proposed software, whether required or optional.

#### **Licenses**

List and describe all software for which licensing is required, as defined by user/agency/location. Specify the number of users licensed in this proposal for each software component, including the maximum number of concurrent users with either full access, inquiry-only (or otherwise restricted) users who are defined to the system, and Internet only access i.e., Providers, and Members) who would represent undefined users.

If there are no restrictions on the number of users i.e., an Enterprise License are provided) please enter “NO LIM”.

Software Component (List and Describe Functionality)	Number of Concurrent Users	
	Full Access	Defined Inquiry-Only Users

*Insert additional lines as needed*

### C. Cost of Software Licenses

In the table below, provide the license fee per user or as defined by Applicant e.g. agency or location etc.

License type	Yearly Cost	Comments
TOTAL COST OF SOFTWARE LICENSES		

### D. Maintenance and Support Agreements (Yearly)

Identify each item requiring a separate maintenance agreement for which maintenance and support charges are required, and enter the start date or triggering event (e.g., one (1) year after installation or one (1) year from System Acceptance, etc.)

MAINTENANCE AND SUPPORT AGREEMENT		
Item / Component	Annual Fee	Start Date or Triggering Event
TOTAL COST		

*Insert additional lines as needed*

**Variable or Hourly Costs:**

**E. Software Customization (Phase 1)**

In the table below, list each functional requirement which would be met by proposed customization to the proposed base software package and the associated cost of the proposed customization. If there are any groupings of related requirements for which customization cannot be separated i.e., all or none as it applies to the group of requirements, identify all requirements in the grouping and provide a single price for the group.

The Fund reserves the right to include any of the proposed customization in a contract or none at all.

SOFTWARE CUSTOMIZATION DETAILS				
Requirement Item #(s)	Comment or Note	Estimated number of hours	Cost/Hour	Total Costs
TOTAL CUSTOMIZATION COSTS				

*Insert additional lines as needed*

**F. Integration Planning and Interfaces (Phase 2 and 3)**

In the table below, list Data Integration costs including developing any Exchange Information Packages.

INTEGRATION PLANNING AND INTERFACES (Phase 2 and 3)				
Requirement Item #(s)	Comment or Note	Estimated number of hours	Cost/Hour	Total Costs
TOTAL INTEGRATION COSTS				

*Insert additional lines as needed*

**G. Training Services (Phases 1, 2 and 3)**

List all costs associated with providing training for the Extended IS implementation as described in the technical proposal. As defined in Appendix E, "Training Requirements," there are multiple categories of training to be provided, including direct training to end-users, System Administration and Technical Staff, and Train-the-Trainer training that will enable the City to train future end-users.

DIRECT TRAINING TO USERS					
Class Description	Total # of People	# per Class	Cost Per Class	# of Classes	Total Cost
TOTAL COST					

*Insert additional lines as needed*

**H. Other Costs**

List any Other Costs for items included in the proposed solution that have not been addressed in the prior cost tables in this Cost Proposal Template. Cost items proposed as being necessary to meet the functionality requirements of the Extended IS should be coded as Required ("R") and those items which provide added-value or extended functionality should be coded as Optional ("O").

OTHER COSTS				
Item Description	Code (R/O)	One-Time Cost	Annual/Recurring Cost	Comments
TOTAL OTHER COSTS				
SUBTOTAL REQUIRED COSTS				
SUBTOTAL OPTIONAL COSTS				

*Insert additional lines as needed*

## **Cost Summaries**

Provide a roll-up of costs for items in the proposal necessary to meet the functionality requirements of the Extended IS. All subtotals should reconcile with the previous detail tables.

### **I. Fixed Costs:**

<b>SUMMARY OF FIXED COSTS</b>			
Section / Subsection	Cost Category	One-Time Cost	Annually Recurring
<b>A</b>	Implementation and Deployment Services		
<b>C</b>	Software License		
<b>D</b>	Maintenance and Support Agreements		
TOTAL COSTS			

### **J. Variable Costs:**

<b>SUMMARY OF VARIABLE COSTS</b>		
Section / Subsection	Cost Category	Total Costs
<b>E</b>	Software Customization	
<b>F</b>	Integration Planning and Interfaces	
<b>G</b>	Training Services	
TOTAL COSTS		

### **Total Costs:**

<b>SUMMARY OF ALL THE COSTS</b>			
Section / Subsection	Cost Category	Costs	
<b>H</b>	Other Costs		
<b>I</b>	Fixed Costs		
<b>J</b>	Variable Costs		
GRAND TOTAL			

### **A. Payment Schedule**

The Fund requires that payments for products and services be based on the acceptance of completed milestones and deliverables as defined in the Statement of Work. The milestone deliverables, payment plan and percentages by deliverable group indicated below are our preferred way of payment and subject to negotiation.

The payment plan shall be broken down by milestones and deliverables within each Deliverable Group listed in the table below. The table also provides “Not to Exceed Percentages” of fees for each Deliverable Group. Note that the Fund shall retain twenty percent (20%) of each Milestone Payment set forth in the Milestone Payment Schedule unless and until the Services and Deliverables are finally accepted in accordance with the Contract. Refer to Section 4.9 in the RFP for more details.

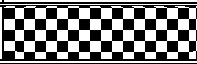
<b>MAXIMUM PERCENTAGES BY DELIVERABLE GROUP</b>	
<b>Deliverable Group</b>	<b>Percentage</b>
<b>Delivery &amp; Installation</b>	<b>20%</b>
<b>Configuration/Customization</b>	<b>30%</b>
<b>Implementation</b>	<b>30%</b>
<b>Final Acceptance</b>	<b>20%</b>

### **Preliminary Payment Plan for Project Fees**

In the tables below, provide a preliminary payment plan for the one-time costs for all products and services, including the identification of all key project milestones and deliverables in each Deliverable Group based on your proposed project plan. Note that no payments will be made in advance of the Fund’s formal acceptance of a complete milestone or deliverable. The payment plan, including specific acceptance criteria for each milestone and deliverable, will be finalized during contract negotiations.

**Delivery and Installation Group**

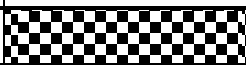
Use the table below to list proposed milestones and payments for Delivery and Installation Deliverables:

PRELIMINARY PAYMENT PLAN FOR PROJECT FEES			
DELIVERABLE GROUP:		Delivery and Installation	
Milestone / Deliverable Description	Payment Amount	Comments	
DELIVERABLE GROUP PAYMENT TOTAL			

*Insert additional lines as needed.*

**Configuration /Customization Group**

Use the table below to list proposed milestones and payments for Configuration/Customization Deliverables:

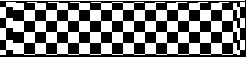
PRELIMINARY PAYMENT PLAN FOR PROJECT FEES			
DELIVERABLE GROUP:		Configuration/Customization	
Milestone / Deliverable Description	Payment Amount	Comments	
DELIVERABLE GROUP PAYMENT TOTAL			

*Insert additional lines as needed.*

**Implementation Group**

Use the table below to list proposed milestones and payments for Implementation Deliverables:

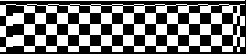
PRELIMINARY PAYMENT PLAN FOR PROJECT FEES			
DELIVERABLE GROUP:		Implementation	
Milestone / Deliverable Description	Payment Amount	Comments	

PRELIMINARY PAYMENT PLAN FOR PROJECT FEES		
DELIVERABLE GROUP:	Implementation	
Milestone / Deliverable Description	Payment Amount	Comments
DELIVERABLE GROUP PAYMENT TOTAL		

*Insert additional lines as needed.*

**Final Acceptance Deliverable Group**

Use the table below to list proposed milestones and payments for Final Acceptance Deliverables:

PRELIMINARY PAYMENT PLAN FOR PROJECT FEES		
DELIVERABLE GROUP:	FINAL ACCEPTANCE	
Milestone / Deliverable Description	Payment Amount	Comments
DELIVERABLE GROUP PAYMENT TOTAL		

*Insert additional lines as needed.*

**Cost Proposal Assumptions**

List any specific assumptions associated with the pricing provided in the Cost Proposal.

COST PROPOSAL ASSUMPTIONS	
Item #	Cost Proposal Assumptions

*Insert additional lines as needed*



## Appendix D

### REQUIREMENTS COMPLIANCE CERTIFICATION

**(Excel Matrix provided: Please fill only the applicable cells/sections and enter “N” (not included in the proposal) where applicable.)**

Each row of this spreadsheet will contain one requirement; columns in the spreadsheet will contain drop down lists with acceptable responses. The first response column will allow the Contractor to select whether the requirement (i) is fully satisfied by the proposed solution, (ii) is partially satisfied, or (iii) is not satisfied at all. When the value corresponding to either “partially satisfied” or “not satisfied” is selected, the Contractor will be directed (and is required) to provide an explanatory response in the next column of the spreadsheet. The permitted values for the explanatory response column are (iv) the requirement could be fully satisfied with customization of the software, (v) the requirement will be fully satisfied with the next planned release of the software, or (vi) the requirement will not be satisfied by the proposed solution.

Where (iv) is the response, the required customization must be fully described, and any additional cost identified. Where (v) is the response, the release date (i.e. final, ready-for-production release date) must be provided, together with a full description of all features that the software will not provide and all respects in which it will not satisfy the requirement until such release. Where (vi) is the response, a full description of all features that the software will not provide and all respects in which it will not satisfy the requirement must be provided. These further explanations are to be provided in text sections identified by entering a reference number in the last column of the spreadsheet, with a separate reference number to the additional text for each requirement.

## **Appendix E**

### **Training Requirements**

The selected software provider will support the system by offering superior Training and Support. It is expected that the software provider has a robust training program in place utilizing latest technology tools and other resources to allow for easy training options for newer partners and staff beyond the initial implementation phase. It is also expected that any technical issues are handled by highly knowledgeable staff and there is easy access to such support with quick turn-around.

Please provide the following:

- Description of trainings provided, including a training outline.
- Describe on-going training availability after implementation (for new users, upgrades, and re-training purposes).
- Describe the availability of the help desk and what services are offered.

## **APPENDIX F**

### **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)**

Under the authority of Executive Order No. 03-12, 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 03-12 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").<sup>3</sup>

For this NOCO, the City has not established ranges for the participation of MBEs, WBEs and/or DSBEs (collectively, "M/W/DSBEs"), but applicant is still required to exercise its Best and Good Faith Efforts to include M/W/DSBEs in its proposal. "Best and Good Faith Efforts" are those efforts, the scope, intensity and appropriateness of which are designed and performed to achieve meaningful participation of M/W/DSBEs in the work described by the NOCO. Applicant's desire to self-perform all of the work does not excuse applicant from its exercise of Best and Good Faith Efforts. Solicitations and any commitments with M/W/DSBEs shall be designated on the Solicitation For Participation and Commitment Form. The submission of this 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 \$1,000 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 agency<sup>4</sup> and identified in the OEO Certification Registry by the time of contract award will be counted for participation. An OEO Certification Registry is maintained by the OEO and is available online at [www.phila.gov/OEO/directory](http://www.phila.gov/OEO/directory). Firms owned and

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<sup>3</sup> 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.

<sup>4</sup> Approved certifying agencies are identified on the OEO webpage found at [www.phila.gov/OEO](http://www.phila.gov/OEO). Applicant is strongly encouraged to search the Pennsylvania Unified Certification Program ("PaUCP") Directory which offers a robust listing of DBEs; the PaUCP Directory is found at [www.paucp.com](http://www.paucp.com).

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. Participation is counted only if the M/W/DSBE performs 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’s participant agreement 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 participant agreement 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.

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 counted toward one participation range as either an MBE or WBE or DSBE. The firm will not be counted toward more than one category. Applicants will note with their submission which category, MBE or WBE or DSBE, is submitted for counting.

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. In addition, the participation of an M/W/DSBE partner, as part of a joint venture created for this contract, may be counted 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).

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 applicant’s exercise of Best and Good Faith Efforts. The applicant’s Solicitation For Participation and Commitment Form should include evidence of the M/W/DSBEs that have been solicited and any commitments to use M/W/DSBEs in performance of the contract. This form should be submitted with applicant’s proposal but 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. As an expression of Best and Good Faith Efforts, 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.

2. In evaluating applicant's Best and Good Faith Efforts, OEO will review the scope, intensity and appropriateness of these efforts to ascertain whether they could reasonably be expected to achieve meaningful M/W/DSBE participation in this contract. Failure to submit the documentary evidence of Best and Good Faith Efforts will result in rejection of the proposal as nonresponsive, although 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:

- Provide reasons for not committing with any MBE/WBE/DSBEs that submitted a quote/subproposal, regardless of whether the quote/subproposal was solicited by applicant.
- Provide 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 meaningful M/W/DSBE participation, 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. 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:

- Whether the applicant's actions were motivated by considerations of race or gender or disability. The OEO may investigate the 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.

3. 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 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 may include 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 03-12 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. 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 03-12 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.

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.

Should you have any questions related to the Contract Provisions, please call Deneen C. Wilson, OEO at (215) 683-2080 or facsimile (215) 683-2085.

## Appendix G

### PROVISIONS REQUIRED BY CHAPTER 17-1400 OF THE PHILADELPHIA CODE

**1. DEFINITIONS** - The terms below shall have the following meaning within this Exhibit.

1.1 **Applicant.** “Applicant” has the meaning as set forth in Subsection 17-1401(1) of The Philadelphia Code, as it may be amended from time to time. As of August 2007, that definition was “[a]pplicant means a Person who has filed an application to be awarded a Non-Competitively Bid Contract.”

1.2 **City Agency.** “City Agency” has the meaning as set forth in Subsection 17-1401(5) of The Philadelphia Code, as it may be amended from time to time. As of August 2007, that definition was “[a]ny office, department, board, commission or other agency of the City of Philadelphia.”

1.3 **City-Related Agency.** “City-Related Agency” has the meaning set forth in Section 17-1401(9) of The Philadelphia Code, as it may be amended from time to time. As of August 2007, that definition was “[a]ll authorities and quasi-public corporations which either: receive appropriations from the City, have entered into continuing contractual or cooperative relationships with the City, or operate under legal authority granted to them by City ordinance.”

1.4 **Consultant.** “Consultant” has the meaning set forth in Subsection 17-1401(6) of The Philadelphia Code, as it may be amended from time to time. As of August 2007, that definition provided that “[c]onsultant” means any Person used by Contractor to assist in obtaining a Non-Competitively Bid Contract through direct or indirect communication by such Person with any City Agency or any City officer or employee, if the communication is undertaken by such Person in exchange for, or with the understanding of receiving payment from Contractor or any other Person; provided, however, that “Consultant” shall not include a full-time employee of Contractor.”

1.5 **Contributions.** “Contributions” has the meaning set forth in the Pennsylvania Election Code, 25 P.S. Section 3241.

1.6 **Financial Assistance.** “Financial Assistance” has the meaning set forth in Section 17-1401(16) of The Philadelphia Code, as it may be amended from time to time. As of August 2007, that definition was “[a]ny grant, loan, tax incentive, bond financing subsidy for land purchase or otherwise, or other form of assistance that is realized by or provided to a Person in the amount of fifty thousand dollars (\$50,000) or more through the authority or approval of the City, including, but not limited to, Tax Increment Financing (TIF) aid, industrial development bonds, use of the power of eminent domain, Community Development Block Grant (CDBG) aid or loans, airport revenue bonds, and Enterprise Zone or similar economic development zone designations (such as Keystone Opportunity Zones, Keystone Opportunity Expansion Zones, Keystone Opportunity Improvement Zones, and Economic Development District Zones), but not including any assistance to which a Person is entitled under a law enacted before the Person applied for or requested such assistance.”



**1.7 Non-Competitively Bid Contract.** “Non-Competitively Bid Contract” has the meaning set forth in Section 17-1401(12) of The Philadelphia Code, as it may be amended from time to time. As of August 2007, that definition was “[a] contract for the purchase of goods or services to which the City or a City Agency is a party that is not subject to the lowest responsible bidder requirements of Section 8-200 of The Philadelphia Home Rule Charter, including, but not limited to, a Professional Services Contract, and any renewal of such a contract (other than a renewal term pursuant to an option to renew contained in an executed contract).”

**1.8 Professional Services Contract.** “Professional Services Contract” has the meaning set forth in Section 17-1401(15) of The Philadelphia Code, as it may be amended from time to time. As of August 2007, that definition was “[a] contract to which the City or a City Agency is a party that is not subject to the lowest competitive bidding requirements of Section 8-200 of the Charter because it involves the rendition of professional services, including any renewal of such a contract (other than a renewal term pursuant to an option to renew contained in an executed contract).”

**2. REPRESENTATIONS** Contractor makes the following representations, warranties and covenants upon which the City has relied as a material consideration for the execution and delivery by the City of this Contract:

2.1 In accordance with Section 17-1402 of The Philadelphia Code, Contractor represents that contribution(s) will not be made during the term of the Contract by Contractor or any party from which a contribution can be attributed to Contractor, that would render Contractor ineligible to apply for or enter into a Non-Competitively Bid Contract or to receive Financial Assistance under the provisions of Philadelphia Code Sections 17-1404(1) and 17-1405 and, further, that disclosures required by Subsection 17-1402(1)(b) made as part of its application to receive a Non-Competitively Bid Contract or Financial Assistance contain no material misstatements or omissions.

2.2 Contractor will not use any Subcontractor(s) that is ineligible to enter into a Non-Competitively Bid Contract with the City. To that end, Contractor will enter into a written Subcontract with each Subcontractor which requires said Subcontractor to represent that contributions will not be made that would render the Subcontractor ineligible to enter into a Subcontract pursuant to Chapter 17-1400 of The Philadelphia Code. It shall not be a violation of this Subarticle 2(2) if Contractor fails to disclose a contribution made by a Subcontractor because the Contractor was unable to obtain such information from the Subcontractor, provided that the Contractor demonstrates that it used reasonable efforts to attempt to obtain such information, including, at a minimum:

- (a) Entering into a written agreement with the Subcontractor for such Subcontractor’s services before Contractor filed its application for the Contract;
- (b) Including in such Subcontract a provision requiring Subcontractor to provide the Contractor in a timely manner with all information required to be disclosed under the provisions of Code Chapter 17-1400 and providing that the Subcontract will be

terminated by the Contractor if Subcontractor 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 Subcontractor, by or on behalf of the Contractor, as of the date of such termination;

- (c) Communicating regularly with the Subcontractor concerning the Subcontractor's obligations to provide timely information to permit the Contractor to comply with all provisions of Code Chapter 17-1400; and
- (d) Invoking the termination provisions of the Subcontract in a timely and full manner.

Contractor will promptly report any such disclosures required hereunder, or lack of apparently required disclosures, to the City. The same terms and conditions of this Subarticle 2(2) shall apply to excuse the obligations of Contractor and Consultant under Subarticle 2(4) below, with appropriate adjustments to the identity of the parties.

2.3 In addition to remedies set forth the Agreement, breach of any of these representations shall constitute an event of default and render the Contract voidable at the City's option, and shall make Contractor liable for liquidated damages to the City in the amount of ten percent (10%) of the maximum payments to Contractor allowed under the Contract, regardless whether actually paid.

2.4 Subject to Subsection 17-1402(2)(b) (Failure to Disclose Consultant's Contributions) of The Philadelphia Code, Contractor shall, during the term of the Contract and for one (1) year thereafter, disclose any contribution of money or in-kind assistance Contractor or any Consultant has made during such time period to a candidate for nomination or election to any public office in the Commonwealth of Pennsylvania or to an individual who holds such office, or to any political committee or state party in the Commonwealth of Pennsylvania, or to any group, committee or association organized in support of any such candidate, office holder, political committee or state party, and the date and amount of such contribution. Such disclosure shall be made on a form provided by the Department awarding the Contract, and the form shall be signed and filed with such Department within five (5) business days of the contribution. The Department receiving the disclosure form shall forward copies to the President and Chief Clerk of Council, and to the Mayor, Finance Director, Procurement Department, and the Department of Records. The attribution rules of Philadelphia Code Section 17-1405 shall apply to determine what contributions must be disclosed under this provision as contributions of Contractor or of a Consultant.

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

request. Such disclosure shall be made on a form provided by the Department awarding the contract, and the form shall be signed and filed with the Department within five (5) business days after a request was made or a payment in response to a request was made, as the case may be. The Department receiving the disclosure form will forward copies to the President and Chief Clerk of Council, and to the Mayor, Finance Director, Procurement Department, and the Department of Records.

2.6 In accordance with Subsection 17-1402 (1)(e)(iv) of The Philadelphia Code, Contractor shall, during the term of the Contract, disclose the name and title of each City officer or employee who directly or indirectly advised Contractor, any officer, director or management employee of Contractor, or any Person representing Contractor that a particular Person could be used by Contractor to satisfy any goals established in the Contract for the participation of minority, women, disabled or disadvantaged business enterprises. Contractor shall also disclose the date the advice was provided, and the name of such particular Person. Such disclosure shall be made on a form provided by the Department awarding the contract, and the form shall be signed and filed with the Department within five (5) business days after Contractor was so advised. The Department receiving the disclosure form will forward copies to the President and Chief Clerk of Council, and to the Mayor, Finance Director, Procurement Department, and the Department of Records.

2.7 Survival. The above representations, warranties and covenants shall continue throughout the Term of this Contract and shall survive for one (1) year thereafter; provided, however, that if Contractor is a recipient of financial assistance, Contractor shall be subject to such representations, warranties and covenants for a period of five (5) years after receiving such assistance. In the event said representations, warranties and covenants are, or become, untrue or inaccurate, Contractor shall promptly give notice thereof to the City, specifying the manner in which said representation, warranty or covenant is untrue or inaccurate.

2.8 Pursuant to Section 17-1406(6) of The Philadelphia Code, the requirements of this subsection 2 do not apply to Contractor if Contractor is a governmental agency or not-for-profit corporation established by the City.

### **3. APPLICABILITY TO CITY RELATED AGENCIES**

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

3.2 Unless approved by the City to the contrary, any approvals required by Philadelphia Code Chapter 17-1400 to be performed by the City Solicitor shall be performed on behalf of a City-Related Agency by its General Counsel; any approvals required to be performed by the Director of Finance shall be performed on behalf of the City-Related Agency by its Chief Financial Officer; and any approvals required to be performed by the Mayor shall be performed on behalf of the City-Related Agency by its Executive Director. Any notices required to be sent under

Chapter 17-1400 to designated City officials, shall be sent in electronic form to those designated City officials.

#### **4. REMEDIES**

In addition to and not in lieu of the remedies set forth in the Agreement and elsewhere herein, the following remedies provided in Chapter 17-1400 of The Philadelphia Code shall apply:

Pursuant to Section 17-1407, Prohibited Conduct; Penalties; Remedies: No Applicant shall make a material misstatement or omission in the disclosures required by Section 17-1402(1)(b); and no Contractor shall make a material misstatement or omission in the disclosures required by Section 17-1402(1)(e); and no Person seeking Financial Assistance shall make a material misstatement or omission in the disclosures required by Section 17-1404(3)(a). If an Applicant makes material misstatements or omissions in the disclosures required by Section 17-1402(1)(b), or if a Contractor makes material misstatements or omissions in the disclosures required by Section 17-1402(1)(e), such Applicant or Contractor shall be prohibited from entering into any Non-Competitively Bid Contract for a period of from one (1) to three (3) years, and such act shall be subject to a fine of the Maximum Fine Amount, as defined herein. If a Person seeking Financial Assistance makes material misstatements or omissions in the disclosures required by Section 17-1404(3)(a), such act shall be subject to a fine of the Maximum Fine Amount, as defined herein. For purposes of this subsection, the “Maximum Fine Amount” shall be seven hundred dollars (\$700) for violations committed during calendar year 2005; eleven hundred dollars (\$1,100) for violations committed during calendar year 2006; fifteen hundred dollars (\$1,500) for violations committed during calendar year 2007; nineteen hundred dollars (\$1,900) for violations committed during calendar year 2008; and two thousand dollars (\$2,000) for violations committed thereafter.

## Appendix H

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 (f/k/a Business Privilege Tax) (if none, state "none")*	
Commercial Activity License Number (f/k/a Business Privilege License) (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

\_\_\_\_\_  
\* You can apply for a City of Philadelphia Business Income and Receipts Tax Account Number or a Commercial Activity License on line after you have registered your business on the City's Business Services website located at <http://business.phila.gov/Pages/Home.aspx>. Click on "Register" or "Register Now" to register your business.

\_\_\_\_\_  
The Mayor's Fund for Philadelphia Request for Proposals for Request for Proposals for Philadelphia's Out of School Time (OST) "System of Systems Building

## **Appendix I**

### **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 Commercial Activity or Business Privilege 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 or Business Privilege License and all other licenses and permits necessary to conduct business with the City;

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

C. Satisfies at least one of the following requirements (*Check those applicable to Applicant*):

\_\_\_ (1) More than half of Applicant’s full-time employees work in the City at least 60% of the time;

\_\_\_ (2) More than 50 of Applicant’s full-time employees work in the City at least 60% of the time; or

\_\_\_ (3) Applicant’s principal place of business is located in the City.

### **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 J**

### **Reserved**

**CITY OF PHILADELPHIA  
PROPOSAL BOND**

**FOR CITY OF PHILADELPHIA \_\_\_\_\_ DEPARTMENT  
REQUEST FOR PROPOSALS FOR \_\_\_\_\_**

**Bond No.** \_\_\_\_\_

**Bond Amount:** \_\_\_\_\_

**Know all Men by these Presents,** THAT WE, \_\_\_\_\_,  
(PRINCIPAL OBLIGOR)

with a place of business at \_\_\_\_\_,  
(hereinafter called the "Principal Obligor"), and \_\_\_\_\_

(SURETY COMPANY)

(hereinafter called "Surety"), are jointly and severally held and firmly bound unto The City of Philadelphia (hereinafter called the "City"), in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States of America, to be paid to the said City of Philadelphia (hereinafter called the "City"), its successors and assigns; to which payment, well and truly to be made, we do bind ourselves and each of us, and each of our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with the corporate seal of the said \_\_\_\_\_,  
(PRINCIPAL OBLIGOR)

and with the corporate seal of the said \_\_\_\_\_ duly  
(SURETY COMPANY)

attested by the proper officers thereof.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ in the year Two  
Thousand and \_\_\_\_ (201\_).

**WHEREAS,** the above bounded Principal Obligor submitted a Proposal to The City of Philadelphia in response to The City of Philadelphia \_\_\_\_\_ Department Request For Proposals For \_\_\_\_\_  
(hereinafter called the "RFP").

**NOW THE CONDITION OF THIS OBLIGATION IS SUCH** that if the City of Philadelphia shall accept the Proposal of said Principal Obligor and the Principal Obligor shall enter into a contract with the City in accordance with the terms of such Proposal and the City's RFP and subject to all required approvals, inspections, reviews and terms and conditions of the City, including but not limited to, the City's insurance and indemnification requirements, and furnish such bond(s) and/or other form of security as may be required by the City, with good and sufficient surety for the faithful performance of the contract; or in the event of the failure,



inability or refusal of the Principal Obligor to enter into such contract, if the Principal Obligor shall and do pay unto the City of Philadelphia upon demand, the difference between the amount specified in said Proposal and such larger amount for which the City may legally contract with another party to provide the services required by the RFP and any other loss, cost, damage and/or expense which the City may or shall sustain by reason of the failure, inability or refusal of the Principal Obligor to enter into said contract, then said obligation shall be null and void; otherwise to be and remain in full force and effect.

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

CONTRACTOR AS PRINCIPAL:

SURETY:

Signature:

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Attorney-In-Fact

(\*Attach Power of Attorney)

President/Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

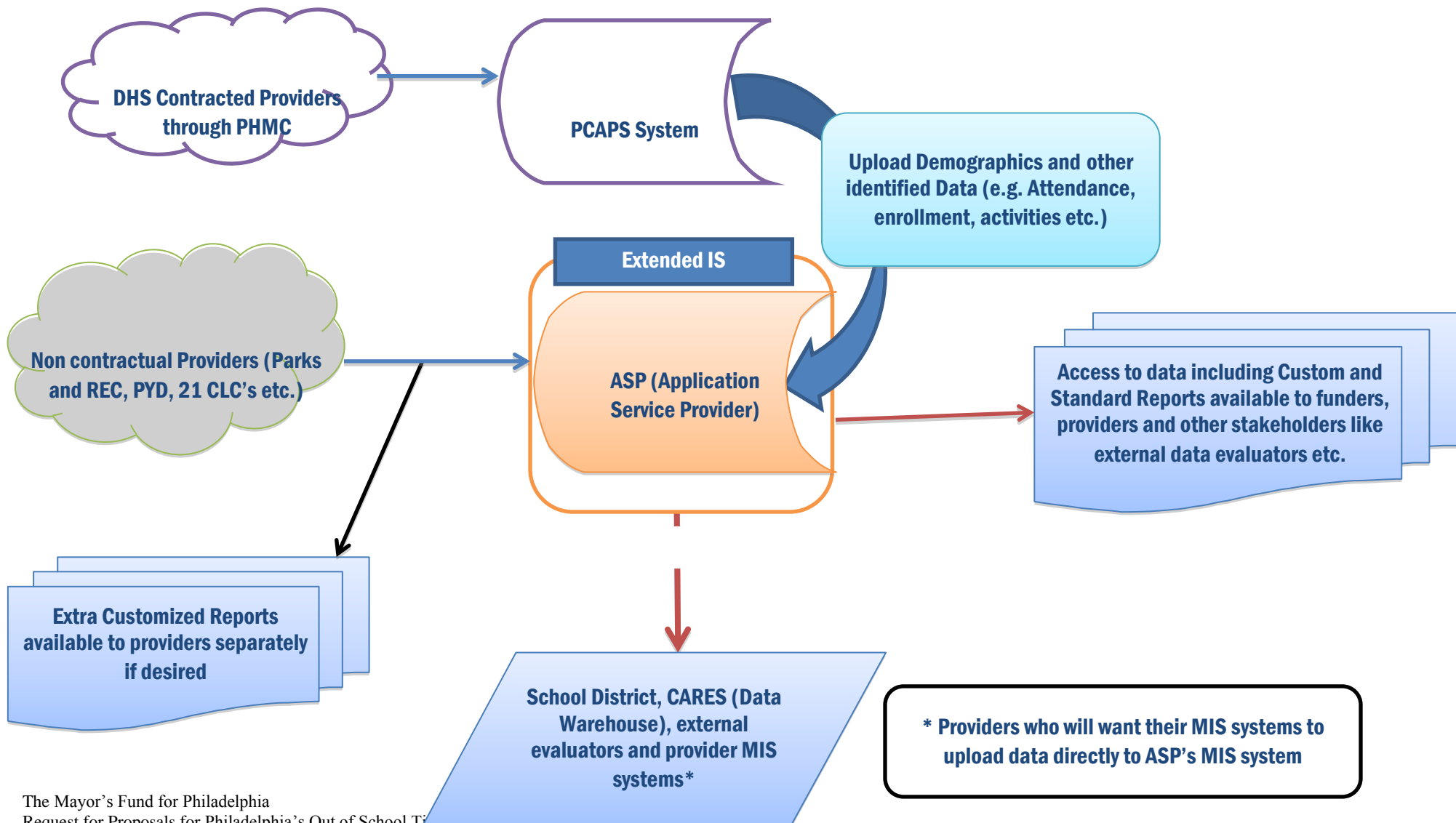
\_\_\_\_\_

(Corporate Seal)

(Surety Seal)

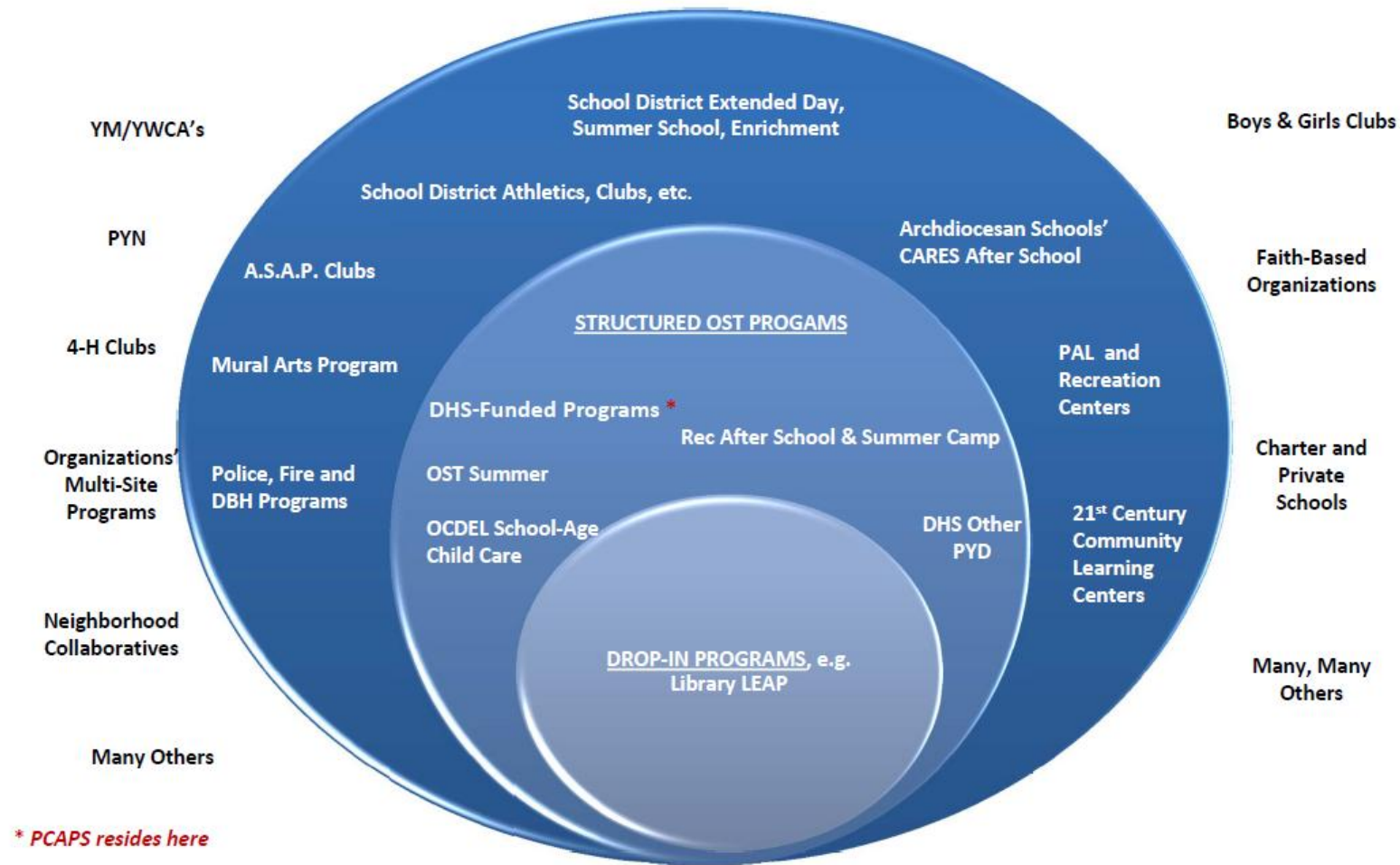
## Appendix K

### System-Building Project's IS ASP model alongside PCAPS:

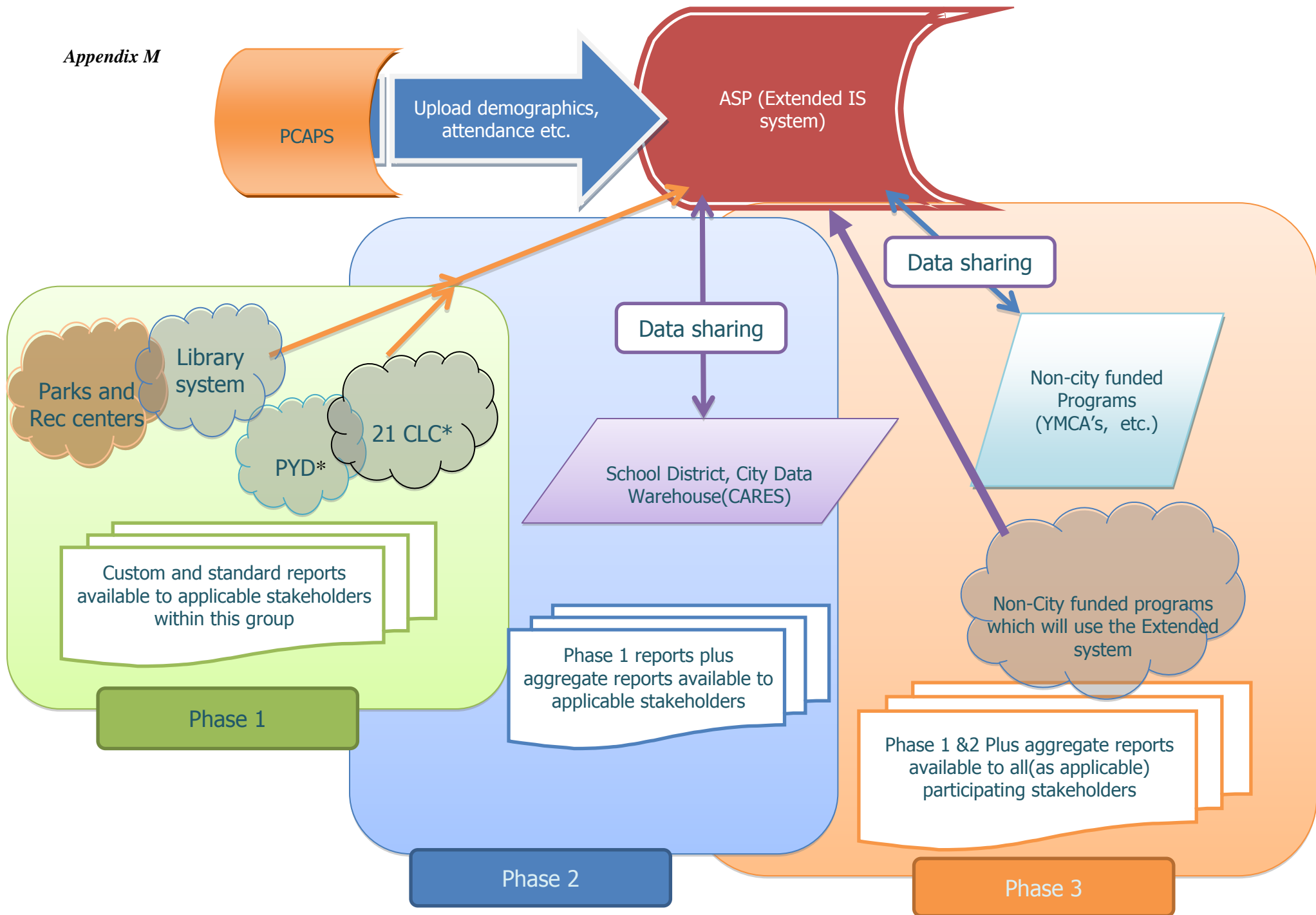


# A Diversity of OST Programs in Philadelphia

is operated by numerous “systems” or organizations, most with separate databases



# Appendix M



## Appendix N:

### PCAPS Data Elements Table (currently shared with City's CARES database)

#### Address

*Description: Data set containing Addresses used by people and organizations in the system.*

AGENCY	DATA_STRUCTURE_NAME	ELEMENT_NAME	ELEMENT_USG_DESC
PCAPS	PCAPS_ADRS	ADDRESS_ID	A unique number that identifies a postal address.
PCAPS	PCAPS_ADRS	ADDRESS_LINE_1	The first line of a postal address.
PCAPS	PCAPS_ADRS	ADDRESS_LINE_2	The second line of a postal address.
PCAPS	PCAPS_ADRS	CITY	The town or city component of a postal address.
PCAPS	PCAPS_ADRS	MODIFIED_DATE	The date this record was last modified.
PCAPS	PCAPS_ADRS	STATE_CODE	A code representing the state component of a postal address.
PCAPS	PCAPS_ADRS	TRANSACTION_DATE	The date this record was created on the extract file for CARES.
PCAPS	PCAPS_ADRS	ZIP_CODE	The zip code component of a postal address.

#### Attendance

*Description: Data set containing records of days attended by participants.*

AGENCY	DATA_STRUCTURE_NAME	ELEMENT_NAME	ELEMENT_USG_DESC
PCAPS	PCAPS_ATNDNC	ACTIVITY_GROUP	
PCAPS	PCAPS_ATNDNC	ACTIVITY_ID	A number that identifies an activity.
PCAPS	PCAPS_ATNDNC	ATTENDANCE_DATE	The date of attendance
PCAPS	PCAPS_ATNDNC	ATTENDANCE_ID	A number that identifies a client's attendance at a specific activity.
PCAPS	PCAPS_ATNDNC	CAREGIVER_TYPE	
PCAPS	PCAPS_ATNDNC	CLIENT_ID	A number that identifies a client.
PCAPS	PCAPS_ATNDNC	END_TIME	The time that the client ended the offering /activity. If an end time spans over midnight; a new Attendance_End_Date column will be required.
PCAPS	PCAPS_ATNDNC	MINUTES	The total minutes that the client spent at the offering /activity. A calculated field using Start_Time and End_Time
PCAPS	PCAPS_ATNDNC	MODIFIED_DATE	
PCAPS	PCAPS_ATNDNC	ORG_SITE_ID	A code identifying a provider organization site where a program is offered.

PCAPS	PCAPS_ATNDNC	PROGRAM_ID	The activity group under which the offering/activity is offered.
PCAPS	PCAPS_ATNDNC	SEQ_NO_ENROLLMENT	
PCAPS	PCAPS_ATNDNC	START_TIME	The time that the client began the offering/activity. Minute resolution. Note - with End_Time; prevent same person being in two activities at the same time
PCAPS	PCAPS_ATNDNC	TRANSACTION_DATE	The date this record was created on the extract file for CARES.

## Client

*Description: Data set containing records of persistent individual information about a person who may receive service.*

AGENCY	DATA_STRUCTURE_NAME	ELEMENT_NAME	ELEMENT_USG_DESC
PCAPS	PCAPS_CLNT	CLIENT_ID	A code that identifies a client.
PCAPS	PCAPS_CLNT	CLIENT_ID_MERGED	A code that identifies the record containing attribute detail where two or more identical client instances have been merged.
PCAPS	PCAPS_CLNT	CLIENT_ID_PHMC	The client identifier from the PHMC system - used during conversion
PCAPS	PCAPS_CLNT	DATE_OF_BIRTH	The client's birth date.
PCAPS	PCAPS_CLNT	ETHNICITY	The client's ethnicity.
PCAPS	PCAPS_CLNT	FIRST_NAME	The first name of a client.
PCAPS	PCAPS_CLNT	GENDER	The client's gender.
PCAPS	PCAPS_CLNT	LAST_NAME	The last name of a client
PCAPS	PCAPS_CLNT	MIDDLE_NAME	The middle name(s) or initial(s) of a client.
PCAPS	PCAPS_CLNT	MODIFIED_DATE	The date this record was last modified.
PCAPS	PCAPS_CLNT	NICK_NAME	A name by which the client is commonly known.
PCAPS	PCAPS_CLNT	RACE	The client's race.
PCAPS	PCAPS_CLNT	SSN	A government identifier supplied to an individual. In the US; a social security number
PCAPS	PCAPS_CLNT	SSN_VERIFIED_FLAG	A value set to indicate if the client's social security number has been verified.
PCAPS	PCAPS_CLNT	TRANSACTION_DATE	The date this record was created on the extract file for CARES.

## Client address

*Description: Data Set containing records that link a client with their home (or other) address.*

AGENCY	DATA_STRUCTURE_NAME	ELEMENT_NAME	ELEMENT_USG_DESC
PCAPS	PCAPS_CLNT_ADRS	ADDRESS_ID	A number that identifies a postal address.
PCAPS	PCAPS_CLNT_ADRS	ADDRESS_TYPE	A type of address used by a client.
PCAPS	PCAPS_CLNT_ADRS	CLIENT_ID	A code that identifies a client.
PCAPS	PCAPS_CLNT_ADRS	END_DATE	The date that a postal address of a specified type is longer available for use. Default value = null.
PCAPS	PCAPS_CLNT_ADRS	LAST_VERIFICATION_DATE	The most recent date that the currency of this record was checked .
PCAPS	PCAPS_CLNT_ADRS	MODIFIED_DATE	The date this record was last modified.
PCAPS	PCAPS_CLNT_ADRS	START_DATE	The date that a postal address was available for use.
PCAPS	PCAPS_CLNT_ADRS	TRANSACTION_DATE	The date this record was created on the extract file for CARES.

### Client caregiver

*Description: Data set containing records that link a client acting as a caregiver or emergency contact.*

AGENCY	DATA_STRUCTURE_NAME	ELEMENT_NAME	ELEMENT_USG_DESC
PCAPS	PCAPS_CLNT_CRGVR	CAREGIVER_TYPE	The kind of caregiving services that the contact provides to the client. This attribute is only populated if the contact is a registered caregiver.
PCAPS	PCAPS_CLNT_CRGVR	CLIENT_ID	A number that identifies a client.
PCAPS	PCAPS_CLNT_CRGVR	CONTACT_ID	A number that identifies a contact who is acting as a caregiver to the client.
PCAPS	PCAPS_CLNT_CRGVR	DPW_FORM_DATE	The date of the most recent Dept. Public Welfare Emergency Contact Form. Note: for emergency contacts only
PCAPS	PCAPS_CLNT_CRGVR	EMERGENCY_CONTACT_FLAG	A value that indicates if this contact is listed as the client's emergency contact.
PCAPS	PCAPS_CLNT_CRGVR	END_DATE	The date that a relationship between a client and a caregiver contact ended.
PCAPS	PCAPS_CLNT_CRGVR	LAST_VERIFICATION_DATE	The most recent date that the currency of this record was checked (usually due to a registration).
PCAPS	PCAPS_CLNT_CRGVR	MODIFIED_DATE	The date this record was last modified.
PCAPS	PCAPS_CLNT_CRGVR	START_DATE	The date that a relationship between a client and a

			caregiver contact began.
PCAPS	PCAPS_CLNT_CRGVR	TRANSACTION_DATE	The date this record was created on the extract file for CARES.

### Client Phone Email.

*Description: Data set containing records of a client's phone number and email address.*

AGENCY	DATA_STRUCTURE_NAME	ELEMENT_NAME	ELEMENT_USG_DESC
PCAPS	PCAPS_CLNT_PHN_EMAIL	CELL_PHONE_NO	The cell phone number of the client.
PCAPS	PCAPS_CLNT_PHN_EMAIL	CLIENT_ID	A code that uniquely identifies a client.
PCAPS	PCAPS_CLNT_PHN_EMAIL	EMAIL_ADDRESS	The email address of the client
PCAPS	PCAPS_CLNT_PHN_EMAIL	END_DATE	The date that this contact point ceased to be available for use.
PCAPS	PCAPS_CLNT_PHN_EMAIL	HOME_PHONE_NO	The home telephone number of the client
PCAPS	PCAPS_CLNT_PHN_EMAIL	LAST_VERIFICATION_DATE	The date that this record was checked (usually due to a registration) as current.
PCAPS	PCAPS_CLNT_PHN_EMAIL	MODIFIED_DATE	The date that this record was last modified.
PCAPS	PCAPS_CLNT_PHN_EMAIL	NUMBER_OR_ADDRESS	The client's phone number or email address. The usage is determined by the Phone_Email_Type value.
PCAPS	PCAPS_CLNT_PHN_EMAIL	PHONE_EMAIL_TYPE	A code that identifies a method of communication.
PCAPS	PCAPS_CLNT_PHN_EMAIL	START_DATE	The date that this contact point was available for use.
PCAPS	PCAPS_CLNT_PHN_EMAIL	TRANSACTION_DATE	The date this record was created on the extract file for CARES.
PCAPS	PCAPS_CLNT_PHN_EMAIL	WORK_PHONE_NO	The work telephone number of the client



## Client School

*Description: Data Set containing records of the client's school information*

AGENCY	DATA_STRUCTURE_NAME	ELEMENT_NAME	ELEMENT_USG_DESC
PCAPS	PCAPS_CLNT_SCHL	ACTUAL_END_DATE	The date that this school record ceased to be current.
PCAPS	PCAPS_CLNT_SCHL	ACTUAL_END_DATE	The date that this school record ceased to be current.
PCAPS	PCAPS_CLNT_SCHL	CLIENT_ID	A code that identifies a client.
PCAPS	PCAPS_CLNT_SCHL	END_DATE	The date that this school record ceased to be current.
PCAPS	PCAPS_CLNT_SCHL	END_DATE	The date that this school record ceased to be current.
PCAPS	PCAPS_CLNT_SCHL	LAST_VERIFICATION_DATE	The date this record was checked (usually due to a registration) as current.
PCAPS	PCAPS_CLNT_SCHL	MODIFIED_DATE	The date this record was last modified.
PCAPS	PCAPS_CLNT_SCHL	ORG_ID_STUDENT_ID	An identification issued by a specific organization; for example; the program provider.
PCAPS	PCAPS_CLNT_SCHL	ORG_SITE_ID_SCHOOL	A code identifying a provider organization site where a program is offered.
PCAPS	PCAPS_CLNT_SCHL	SCHOOL_GRADE	The school grade in which the client is placed.
PCAPS	PCAPS_CLNT_SCHL	START_DATE	The client's enrollment date or first attendance date.
PCAPS	PCAPS_CLNT_SCHL	STUDENT_ID	The client's student id; assigned by the Philadelphia public school district or other educational organization..
PCAPS	PCAPS_CLNT_SCHL	TRANSACTION_DATE	The date this record was created on the extract file for CARES.

## Contact

*Description: Data set containing records of people who have care giver or Emergency contact relations to the clients.*

AGENCY	DATA_STRUCTURE_NAME	ELEMENT_NAME	ELEMENT_USG_DESC
PCAPS	PCAPS_CNTCT	ADDRESS_ID	A unique number that identifies a postal address.
PCAPS	PCAPS_CNTCT	CELL_PHONE_NO	The cell telephone number of the contact.
PCAPS	PCAPS_CNTCT	CONTACT_ID	A number that identifies a person acting in the role of contact.
PCAPS	PCAPS_CNTCT	EMAIL_ADDRESS	The email address of the contact.
PCAPS	PCAPS_CNTCT	END_DATE	The date that a relationship between a client and a

			caregiver contact ended.
PCAPS	PCAPS_CNTCT	ETHNICITY	The contact's ethnicity.
PCAPS	PCAPS_CNTCT	FAX_NO	The fax number of the contact.
PCAPS	PCAPS_CNTCT	FIRST_NAME	The first name of the contact.
PCAPS	PCAPS_CNTCT	GENDER	The contact's gender.
PCAPS	PCAPS_CNTCT	HOME_PHONE_NO	The home telephone number of the contact.
PCAPS	PCAPS_CNTCT	HONORIFIC	A name prefix such as Mrs. or Dr.
PCAPS	PCAPS_CNTCT	LAST_NAME	The last name of the contact.
PCAPS	PCAPS_CNTCT	MODIFIED_DATE	The date this record was last modified.
PCAPS	PCAPS_CNTCT	PHONE_NO	A telephone number of the contact - use unspecified
PCAPS	PCAPS_CNTCT	RACE	The contact's race.
PCAPS	PCAPS_CNTCT	SSN	The social security number of the contact.
PCAPS	PCAPS_CNTCT	START_DATE	The date that a relationship between a client and a caregiver contact began.
PCAPS	PCAPS_CNTCT	TRANSACTION_DATE	The date this record was created on the extract file for CARES.

## Enrollment

*Description: Data set containing records of the classes that clients are enrolled in. (Note: No service can be received without an enrollment)*

AGENCY	DATA_STRUCTURE_NAME	ELEMENT_NAME	ELEMENT_USG_DESC
PCAPS	PCAPS_ENRL	ACTIVITY_GROUP	The activity group under which the offering/activity is offered.
PCAPS	PCAPS_ENRL	ACTIVITY_ID	A number that identifies an activity.
PCAPS	PCAPS_ENRL	CLIENT_ID	A number that identifies a client enrolling in the offering/activity.
PCAPS	PCAPS_ENRL	DISCHARGE_REASON	A text description of a group of clients enrolled for an activity group (used for display purposes). Commonly used values are the actual class name or 'power hour kids'
PCAPS	PCAPS_ENRL	END_DATE_ENROLLMENT	The reason why a client was discharged or removed from enrollment in the offering/activity.
PCAPS	PCAPS_ENRL	ENROLLMENT_ID	A code uniquely identifying a client's enrollment in an offering/activity.

PCAPS	PCAPS_ENRL	MODIFIED_DATE	The date this record was last modified.
PCAPS	PCAPS_ENRL	OFFERING_NAME	A name given to a class or activity by the provider.
PCAPS	PCAPS_ENRL	ORG_SITE_ID	A code identifying a provider organization site where a program is offered.
PCAPS	PCAPS_ENRL	PROGRAM_ID	A number provided by the PCAPS system identifying a program.
PCAPS	PCAPS_ENRL	SEQ_NO_ENROLLMENT	
PCAPS	PCAPS_ENRL	START_DATE_ENROLLMENT	The date on which a client enrolled in an offering/activity or the first attendance date if no prior enrollment.
PCAPS	PCAPS_ENRL	TRANSACTION_DATE	The date this record was created on the extract file for CARES.

### Means test

*Description: Data set containing records of the Client's TANF Means Test forms.*

AGENCY	DATA_STRUCTURE_NAME	ELEMENT_NAME	ELEMENT_USG_DESC
PCAPS	PCAPS_MEANS_TEST	ASSISTANCE_RECIPIENT_FLAG	
PCAPS	PCAPS_MEANS_TEST	AT_HOME_FLAG	
PCAPS	PCAPS_MEANS_TEST	CASE_NO	
PCAPS	PCAPS_MEANS_TEST	CITIZEN_FLAG	A value set to indicate if the client is a US citizen.
PCAPS	PCAPS_MEANS_TEST	CITIZEN_SOURCE	
PCAPS	PCAPS_MEANS_TEST	CLIENT_ID	A code that uniquely identifies a client.
PCAPS	PCAPS_MEANS_TEST	CONTACT_ID_CAREGIVER	A number that identifies a contact who is acting as a caregiver to the client.
PCAPS	PCAPS_MEANS_TEST	DATE_ADMINISTERED	The date the means test was administered to the client.
PCAPS	PCAPS_MEANS_TEST	FAMILY_UNIT_SIZE	A count of people residing permanently or temporarily in the household
PCAPS	PCAPS_MEANS_TEST	FOOD_STAMPS_FLAG	A value set to indicate if the client receives food stamps.
PCAPS	PCAPS_MEANS_TEST	MEANS_TEST_ID	An instance of a test taken by a client.
PCAPS	PCAPS_MEANS_TEST	MEDICAID_FLAG	A value set to indicate if the client receives Medicaid.
PCAPS	PCAPS_MEANS_TEST	MODIFIED_DATE	The date this record was last modified.
PCAPS	PCAPS_MEANS_TEST	SSI_FLAG	A value set to indicate if the client receives or qualifies for food stamps.
PCAPS	PCAPS_MEANS_TEST	TANF_ELIGIBLE_FLAG	A value set to indicate that the client is eligible for TANF.

PCAPS	PCAPS_MEANS_TEST	TANF_FLAG	A value set to indicate if the client receives or qualifies for TANF (Temporary Assistance for Needy Families) grant
PCAPS	PCAPS_MEANS_TEST	TRANSACTION_DATE	The date this record was created on the extract file for CARES.
PCAPS	PCAPS_MEANS_TEST	UNDER_235_FLAG	
PCAPS	PCAPS_MEANS_TEST	UNDER_400_FLAG	

## Organization

*Description: Data set containing records of the organization running services (or otherwise involved in PCAPS)*

AGENCY	DATA_STRUCTURE_NAME	ELEMENT_NAME	ELEMENT_USG_DESC
PCAPS	PCAPS_ORG	LEGAL_NAME	The legal name of a provider organization.
PCAPS	PCAPS_ORG	MODIFIED_DATE	The date this record was last modified.
PCAPS	PCAPS_ORG	ORG_ID	A code identifying a provider organization.
PCAPS	PCAPS_ORG	TRANSACTION_DATE	The date this record was created on the extract file for CARES.

## Organization Address

*Description: Data set that link an Organization with their contact (or other) address*

AGENCY	DATA_STRUCTURE_NAME	ELEMENT_NAME	ELEMENT_USG_DESC
PCAPS	PCAPS_ORG_ADRS	ADDRESS_ID	A number that identifies a postal address.
PCAPS	PCAPS_ORG_ADRS	ADDRESS_TYPE	A text string that identifies an address type.
PCAPS	PCAPS_ORG_ADRS	END_DATE	The date that an organization address is longer available for use. Default value = null.
PCAPS	PCAPS_ORG_ADRS	MODIFIED_DATE	The date this record was last modified.
PCAPS	PCAPS_ORG_ADRS	ORG_ID	A code identifying a provider organization.
PCAPS	PCAPS_ORG_ADRS	START_DATE	The date that an organization address was available for use.
PCAPS	PCAPS_ORG_ADRS	TRANSACTION_DATE	The date this record was created on the extract file for CARES.

## Organization Site

*Description: Data Set containing records of all the sites for each organization*

AGENCY	DATA_STRUCTURE_NAME	ELEMENT_NAME	ELEMENT_USG_DESC
PCAPS	PCAPS_ORG_SITE	MODIFIED_DATE	The date this record was last modified.
PCAPS	PCAPS_ORG_SITE	ORG_ID	A code identifying a provider organization.
PCAPS	PCAPS_ORG_SITE	ORG_SITE_ID	A code identifying a provider organization site where a program is offered.
PCAPS	PCAPS_ORG_SITE	PSS_SHORT_NAME	An alternate name used by PSS staff to refer to the organization site.
PCAPS	PCAPS_ORG_SITE	SCHOOL_TYPE	The kind of school used to host a program/service/offering/activity. For example; public; charter; religious;
PCAPS	PCAPS_ORG_SITE	SITE_NAME	The name of a provider organization site.
PCAPS	PCAPS_ORG_SITE	SITE_TYPE	A kind of organization site.
PCAPS	PCAPS_ORG_SITE	TRANSACTION_DATE	The date this record was created on the extract file for CARES.

### Organization Site Address

*Description: Data set containing records that link an Organization with their site location address.*

AGENCY	DATA_STRUCTURE_NAME	ELEMENT_NAME	ELEMENT_USG_DESC
PCAPS	PCAPS_ORG_SITE_ADRS	ADDRESS_ID	A unique number that identifies a postal address.
PCAPS	PCAPS_ORG_SITE_ADRS	END_DATE_ADDRESS	The date from which an organization site ceased providing program/activity/offering from a specific address. Default value = null.
PCAPS	PCAPS_ORG_SITE_ADRS	MODIFIED_DATE	The date this record was last modified.
PCAPS	PCAPS_ORG_SITE_ADRS	ORG_SITE_ADDRESS_ID	A number that identifies a point in time instance of an organization site at a specific address.
PCAPS	PCAPS_ORG_SITE_ADRS	ORG_SITE_ID	A code that identifies a provider organization site where a program is offered..
PCAPS	PCAPS_ORG_SITE_ADRS	START_DATE_ADDRESS	The date from which an organization site began providing program/activity/offering from a specific address.
PCAPS	PCAPS_ORG_SITE_ADRS	TRANSACTION_DATE	The date this record was created on the extract file for CARES.

## **Appendix O**

### **Disclosure Forms**

#### **Directions:**

1. Please read the following information regarding the completion of these disclosure forms. Please review the definitions prior to completing any form.
2. Date and initial the top of each form after you have completed it and sign the form on the last page.
3. NOTE: There are two different types of campaign contribution disclosure forms: one for those who are applying as individuals and one for those applying as businesses. Only fill out one type of form. (If you have used a consultant with respect to applying for this non-competitively bid contract you will have to fill out a campaign contribution disclosure form for them as well.)

#### **Getting Started**

There are five sets of disclosure forms enclosed in this packet. You must provide information for each disclosure form. The information you must disclose includes:

1. Any contributions (defined as a provision of money, in-kind assistance, discounts, forbearance or any other valuable thing) made during the two years prior to the application deadline for this non-competitively bid contract opportunity;
2. The name of any consultant(s) you used to help in obtaining the non-competitively bid contract and any campaign contributions they have made during the two years prior to the application deadline;
3. Any subcontractors you are planning to use if awarded this contract;
4. Whether a Fund or City employee or official asked you to give money, services, or any other thing of value to any individual or entity; and
5. Whether a Fund or City employee or official gave you any advice on how to satisfy any minority, women, disabled or disadvantaged business participation goals.

#### **More information on Disclosing Campaign Contributions**

Applicants for contract opportunities must disclose any contributions they made to:

- A candidate for nomination or election in any public office in the Commonwealth of Pennsylvania
- An incumbent in any public office in the Commonwealth of Pennsylvania
- A political committee or state party in the Commonwealth of Pennsylvania
- A group, committee, or association organized in support of any candidate, office holder, political committee or state party in the Commonwealth of Pennsylvania

*Attribution Rules.* In addition to disclosing contributions made directly by the Applicant, the Applicant will be asked to supply information on other types of contributions. The campaign contribution disclosure forms will include questions that specifically ask for information on these other types of contributions. These contributions will be attributed to the individual or business and will be used to determine the Applicant's eligibility to be awarded a contract.

Businesses (i.e. corporation, limited liability company, partnership association, joint venture, or any other legal entity) have to disclose contributions made by the following:

- Applicant business
- Parent, subsidiary, or otherwise affiliated entity of the Applicant business ("affiliate")
- An individual or business that is then reimbursed by the Applicant business or affiliate
- Officers, directors, controlling shareholders, or partners of the for-profit Applicant business or for-profit affiliate
- Political action committee controlled by Applicant business or affiliate
- Political action committee controlled by officer, director, controlling shareholder, or partner of the for-profit Applicant business or for-profit affiliate

Individuals have to disclose contributions made by the following:

- Applicant individual
- Member of individual’s immediate family (i.e., spouse, life partner, or dependent child living at home), when contributions are in excess of \$2,900

In addition to direct contributions to candidates, incumbents, or political committees in the Commonwealth of Pennsylvania, Applicants are also required to disclose:

1. Contributions not directly given to a candidate, incumbent, or political committee but made with the intent that the contribution will benefit the candidate, incumbent, or political committee;
2. Solicitation of contributions on behalf of a candidate, incumbent, or political committee, including the hosting of or solicitation at fundraising events (required to disclose details regarding the date of event and amount raised); and
3. Contributions not made directly by the individual/business to a candidate, incumbent, or political committee but furnished by the individual / business (as an “intermediary”).

### **Eligibility Restrictions**

If an individual makes contributions totaling over \$2,900 in one calendar year to a candidate for City elective office or to an incumbent, the individual is not eligible to receive a non-competitively bid contract during that candidate’s or incumbent’s term of office.

If a business makes contributions totaling over \$11,500 in one calendar year to a candidate for City elective office or to an incumbent, the business is not eligible to receive a non-competitively bid contract during that candidate’s or incumbent’s term of office.

Although individuals and businesses have to disclose campaign contributions made during the two years prior to the deadline for completing these forms, the eligibility restrictions take into consideration only those contributions made on or after January 1, 2006.

➔ **Note on Eligibility:** If a candidate for any City elective office contributes \$250,000 or more from his or her personal resources to his or her campaign, then the eligibility thresholds for individuals and businesses shall double with respect to contributions to all candidates for that same elective office (i.e. \$5,800 for individuals and \$23,000 for businesses).

### Definitions

Affiliate	A parent, subsidiary, or otherwise affiliated entity of a business
Applicant	An individual or business who has filed an application to be awarded a non- competitively bid contract
Business	A corporation, limited liability company, partnership, association, joint venture or any other legal entity (including non-profit organizations) that is not an Individual
Candidate	Any individual who seeks nomination or election to public office, other than a judge of elections or inspector of elections, whether or not such individual is nominated or elected. An individual shall be deemed to be seeking nomination or election to such office if he or she has (1) received a contribution or made an expenditure or has given his consent for any other person or committee to receive a contribution or make an expenditure, for the purpose of influencing his or her nomination or election to such office, whether or not the individual has made known the specific office for which he or she will seek nomination or election at the time the contribution is received or the expenditure is made; or (2) taken the action necessary under the laws of the Commonwealth of Pennsylvania to qualify himself or herself for nomination or election to such office.
Consultant	A person used by an Applicant to assist in obtaining a non-competitively bid contract through direct or indirect communication by such individual or business with any City agency or City officer or employee, if the communication is undertaken by such individual or business in exchange for, or with the understanding of receiving, payment from the Applicant; provided, however, that “Consultant” shall not include a full-time employee of the Applicant.
Contributions	<p>The provision of money, in-kind assistance, discounts, forbearance or any other valuable thing, during the two years prior to the deadline for the filing of the application for the contract opportunity, to any of the following:</p> <ul style="list-style-type: none"> <li>– a candidate for nomination or election to any public office in the Commonwealth of Pennsylvania;</li> <li>– an incumbent in any public office in the Commonwealth;</li> <li>– a political committee or state party in the Commonwealth; or</li> <li>– a group, committee or association organized in support of any candidate, office holder, political committee or state party in the Commonwealth.</li> </ul>
Immediate family	A spouse or life partner residing in the individual’s household or minor dependent children
Incumbent	An individual who holds elective office
Intermediary	A person, who, other than in the regular course of business as a postal, delivery or messenger service, delivers a contribution from another individual or business to the recipient of such contribution
Non-Competitively Bid Contract	A contract for the purchase of goods or services to which the City or City Agency is a party that is not subject to the lowest responsible bidder requirements of Section 8-200 of the Home Rule Charter, including, but not limited to, a Professional Services Contract, and any renewal of such a contract (other than a renewal term pursuant to an option to renew contained in an executed contract)
Person	An individual, corporation, limited liability company, partnership, association, joint venture, or any other legal entity
Political	Any committee, club, association or other group of persons which receives money or makes



committee	expenditures for purposes of influencing any election
Professional Services Contract	A contract to which the City or a City Agency is a party that is not subject to the lowest competitive bidding requirements of Section 8-200 of the Home Rule Charter because it involves the rendition of professional services, including any renewal of such a contract (other than a renewal term pursuant to an option to renew contained in an executed contract)
Solicit Contribution	a Requesting or suggesting that a person make a contribution. The sponsoring or hosting of a fundraising event is considered soliciting a contribution from the attendees of the event. Any contributions raised at such event are counted as a contribution made by the host of the event.

**Date:** \_\_\_\_\_

**Initials:** \_\_\_\_\_

If Applying as an Individual:  
Campaign Contribution Disclosure Form

Please read through the directions and definitions before filling out this disclosure form to make sure that each question is answered appropriately and thoroughly. Note that you must provide information for the two years prior to the application deadline.

	Yes	No
Have you made any contributions?	<input type="checkbox"/>	<input type="checkbox"/>
Have you solicited or served as an intermediary for any contributions?	<input type="checkbox"/>	<input type="checkbox"/>
Has a member of your immediate family made any contributions over and above \$2,900?	<input type="checkbox"/>	<input type="checkbox"/>
Has a member of your immediate family solicited or served as an intermediary for contributions over and above \$2,900?	<input type="checkbox"/>	<input type="checkbox"/>
<i>Check here to certify that no contributions were made.</i>	<input type="checkbox"/>	

Additional information on every contribution must be disclosed.  
Please use the table provided on the next page.

Date: \_\_\_\_\_

Initials: \_\_\_\_\_

If Applying as an Individual:  
Campaign Contribution Disclosure Form

For relationship, please indicate whether the contributor was the Individual or Family Member.

Name of Contributor	Relationship (to individual or business completing this form)	Name of Recipient	Date of Contribution	Amount of Contribution

Please use additional pages as needed.

Date: \_\_\_\_\_

Initials: \_\_\_\_\_

If Applying as a Business:  
Campaign Contribution Disclosure Form

Please read through the directions and definitions before filling out this disclosure form to make sure that each question is answered appropriately and thoroughly. Where “non-profit” is an option, indicate whether the business is a non-profit; non-profits are not required to disclose contribution information on these questions. Note that you must provide information for the two years prior to the application deadline.

	Yes	No	Non-Profit
Has the business made any contributions?	<input type="checkbox"/>	<input type="checkbox"/>	
Has the business solicited or served as an intermediary for any contributions?	<input type="checkbox"/>	<input type="checkbox"/>	
Has an officer, director, controlling shareholder, or partner of the business made any contributions? See note below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Has an officer, director, controlling shareholder, or partner of the business solicited or served as an intermediary for any contributions? See note below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Has an affiliate of the business made any contributions?	<input type="checkbox"/>	<input type="checkbox"/>	
Has an affiliate of the business solicited or served as an intermediary for any contributions?	<input type="checkbox"/>	<input type="checkbox"/>	
Has an officer, director, controlling shareholder, or partner of a for-profit affiliate of the business made any contributions? See note below.	<input type="checkbox"/>	<input type="checkbox"/>	
Has an officer, director, controlling shareholder, or partner of a for-profit affiliate of the business solicited or served as an intermediary for any contributions? See note below.	<input type="checkbox"/>	<input type="checkbox"/>	
Has the business or an affiliate of the business reimbursed another individual or business for a contribution that the individual or business has made?	<input type="checkbox"/>	<input type="checkbox"/>	
Has an officer, director, controlling shareholder, or partner of a for-profit business, or of a for-profit affiliate of the business, reimbursed another individual or business for a contribution that the individual or business has made?	<input type="checkbox"/>	<input type="checkbox"/>	
Has a political committee controlled by the business or by an affiliate of the business made any contributions?	<input type="checkbox"/>	<input type="checkbox"/>	
Has a political committee controlled by an officer, director, controlling shareholder, or partner of the for-profit business, or of a for-profit affiliate of the business, made any contributions?	<input type="checkbox"/>	<input type="checkbox"/>	
Check here to certify that no contributions were made.	<input type="checkbox"/>		

Note: Applicants must disclose all contributions to candidates or incumbents which are attributed to an immediate family member of an officer, director, controlling shareholder or partner of the for-profit Applicant or the for-profit affiliate of the Applicant. Please disclose the full amount of the contribution, although only the amount above \$2,900 will be attributed to the officer, director, controlling shareholder or partner (and, by extension, the Applicant business).

Additional information on every contribution must be disclosed.  
Please use the table provided on the next page.

Date: \_\_\_\_\_

Initials: \_\_\_\_\_

If Applying as a Business:  
Campaign Contribution Disclosure Form

For relationship, indicate whether the contributor was the Business, Affiliate, Controlled Political Committee, Controlling Shareholder, Director, Officer, Parent, Partner, Reimbursed Contributor, Solicited Contributor, Subsidiary, or Other.

Name of Contributor	Relationship (to individual or business completing this form)	Name of Recipient	Date of Contribution	Amount of Contribution

Please use additional pages as needed.

**Date:** \_\_\_\_\_

**Initials:** \_\_\_\_\_

Use of Consultant Disclosure Form

Please list all consultant(s) used in the year prior to the application deadline for this contract opportunity and the corresponding information for that consultant in the space provided below.

Please note that a Consultant, for the purposes of the required disclosures, is defined as an individual or business used by an Applicant or contractor to assist in obtaining a non-competitively bid contract through direct or indirect communication by such individual or business with the Fund or the City or any Fund or City employee or official, if the communications is undertaken in exchange for, or with the understanding of receiving, payment from the Applicant or contractor or any other individual or business (however, "Consultant" shall not include a full-time employee of the Applicant or Contractor).

Check here to certify that no consultant(s) was used in the year prior to the application deadline for this contract opportunity.		<input type="checkbox"/>
Consultant Name		
Address 1		
Address 2		
City, State, Zip		
Phone		
Amount Paid or to be Paid		
Consultant Name		
Address 1		
Address 2		
City, State, Zip		
Phone		
Amount Paid or to be Paid		
Consultant Name		
Address 1		
Address 2		
City, State, Zip		
Phone		
Amount Paid or to be Paid		
Consultant Name		
Address 1		
Address 2		
City, State, Zip		
Phone		
Amount Paid or to be Paid		

**Date:** \_\_\_\_\_

**Initials:** \_\_\_\_\_

Consultant: Individual Campaign Contribution Disclosure Form

Use this form if the Consultant used is an Individual. Please read through the directions and definitions before filling out this disclosure form to make sure that each question is answered appropriately and thoroughly. Note that you must provide information for the two years prior to the application deadline.

	Yes	No
Has the Consultant made any contributions?	<input type="checkbox"/>	<input type="checkbox"/>
Has the Consultant solicited or served as an intermediary for any contributions?	<input type="checkbox"/>	<input type="checkbox"/>
Has a member of the Consultant's immediate family made any contributions over and above \$2,900?	<input type="checkbox"/>	<input type="checkbox"/>
Has a member of the Consultant's immediate family solicited or served as an intermediary for contributions over and above \$2,900?	<input type="checkbox"/>	<input type="checkbox"/>
<i>Check here to certify that no contributions were made.</i>	<input type="checkbox"/>	

Additional information on every contribution must be disclosed.  
Please use the table provided on the next page.

***Date:*** \_\_\_\_\_

**Initials:** \_\_\_\_\_

Consultant: Individual Campaign Contribution Disclosure Form

Use this form if the Consultant used is an Individual. For relationship, indicate whether the contributor was the Individual or Family Member.

[illegible]

Please use additional pages as needed.



Date: \_\_\_\_\_

Initials: \_\_\_\_\_

Consultant: Business Campaign Contribution Disclosure Form

Use this form if the Consultant used is a Business. Please read through the directions and definitions before filling out this disclosure form to make sure that each question is answered appropriately and thoroughly. Where “non-profit” is an option, indicate whether the business is a non-profit; non-profits are not required to disclose contribution information on these questions. Note that you must provide information for the two years prior to the application deadline.

	Yes	No	Non-Profit
Has the Consultant business made any contributions?	<input type="checkbox"/>	<input type="checkbox"/>	
Has the Consultant business solicited or served as an intermediary for any contributions?	<input type="checkbox"/>	<input type="checkbox"/>	
Has an officer, director, controlling shareholder, or partner of the Consultant business made any contributions? <i>See note below.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Has an officer, director, controlling shareholder, or partner of the Consultant business solicited or served as an intermediary for any contributions? <i>See note below.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Has an affiliate of the Consultant business made any contributions?	<input type="checkbox"/>	<input type="checkbox"/>	
Has an affiliate of the Consultant business solicited or served as an intermediary for any contributions?	<input type="checkbox"/>	<input type="checkbox"/>	
Has an officer, director, controlling shareholder, or partner of a for-profit affiliate of the Consultant business made any contributions? <i>See note below.</i>	<input type="checkbox"/>	<input type="checkbox"/>	
Has an officer, director, controlling shareholder, or partner of a for-profit affiliate of the Consultant business solicited or served as an intermediary for any contributions? <i>See note below.</i>	<input type="checkbox"/>	<input type="checkbox"/>	
Has the Consultant business or an affiliate of the business reimbursed another individual or business for a contribution that the individual or business has made?	<input type="checkbox"/>	<input type="checkbox"/>	
Has an officer, director, controlling shareholder, or partner of the for-profit Consultant business, or of a for-profit affiliate of the Consultant business, reimbursed another individual or business for a contribution that the individual or business has made? <i>See note below.</i>	<input type="checkbox"/>	<input type="checkbox"/>	
Has a political committee controlled by the Consultant business or by an affiliate of the business made any contributions?	<input type="checkbox"/>	<input type="checkbox"/>	
Has a political committee controlled by an officer, director, controlling shareholder, or partner of the for-profit Consultant business, or of a for-profit affiliate of the Consultant business, made any contributions?	<input type="checkbox"/>	<input type="checkbox"/>	
<i>Check here to certify that no contributions were made.</i>	<input type="checkbox"/>		

Note: Consultants must disclose all contributions to candidates or incumbents which are attributed to an immediate family member of an officer, director, controlling shareholder or partner of the for-profit Consultant or the for-profit affiliate of the Consultant. Please disclose the full amount of the contribution, although only the amount above \$\$2,900 will be attributed to the officer, director, controlling shareholder or partner (and, by extension, the Consultant business).

Additional information on every contribution must be disclosed.  
Please use the table provided on the next page.

**Date:** \_\_\_\_\_

**Initials:** \_\_\_\_\_

Consultant: Business Campaign Contribution Disclosure Form

Use this form if the Consultant used is a Business. For relationship, indicate whether the contributor was the Consultant Business, Affiliate, Controlled Political Committee, Controlling Shareholder, Director, Officer, Parent, Partner, Reimbursed Contributor, Solicited Contributor, Subsidiary, or Other.

Name of Contributor	Relationship to Consultant	Name of Recipient	Date of Contribution	Amount of Contribution

Please use additional pages as needed.

Use of Subcontractor Disclosure Form

Please list all subcontractor(s) you are planning to use if awarded this non-competitively bid contract by filling out the appropriate information in the space provided below.

Check here to certify that no subcontractor(s) are to be used.	<input type="checkbox"/>
Subcontractor Name	
Address 1	
Address 2	
City, State, Zip	
Phone	
Amount Paid or to be Paid, or Percentage to be Paid	
Subcontractor Name	
Address 1	
Address 2	
City, State, Zip	
Phone	
Amount Paid or to be Paid, or Percentage to be Paid	
Subcontractor Name	
Address 1	
Address 2	
City, State, Zip	
Phone	
Amount Paid or to be Paid, or Percentage to be Paid	
Subcontractor Name	
Address 1	
Address 2	
City, State, Zip	
Phone	
Amount Paid or to be Paid, or Percentage to be Paid	

### Employee Request Disclosure Form

Please list any Fund or City employees or officers who have asked you (the Applicant), any officer director, or management employee of the Applicant, or any person representing the Applicant to give money, services, or any other thing of value (other than contributions as defined above) during the two years prior to the application deadline for this contract opportunity.

Check here to certify that no Fund or City employees or officers who have asked you (the Applicant), any officer director, or management employee of the Applicant, or any person representing the Applicant to give money, services, or any other thing of value (other than contributions as defined above) during the two years prior to the application deadline for this contract opportunity.	<input type="checkbox"/>
Name of Employee/Officer	
Title	
Money Services, or Thing of Value Requested	
Money, Services, or Thing of Value Given (If none, write "none")	
Date Requested	
Date of Payment	
Name of Employee/Officer	
Title	
Money Services, or Thing of Value Requested	
Money, Services, or Thing of Value Given (If none, write "none")	
Date Requested	
Date of Payment	
Name of Employee/Officer	
Title	
Money Services, or Thing of Value Requested	
Money, Services, or Thing of Value Given (If none, write "none")	
Date Requested	
Date of Payment	

### Employee Participation Advice Disclosure Form

Please list any Fund or City employees or officers who gave you (the Applicant), any officer director, or management employee of the Applicant, or any person representing the Applicant advice that a particular individual or business could be used by the Applicant to satisfy any goals established in the contract for the participation of minority, women, disabled, or disadvantaged business enterprises during the two years prior to the application deadline for this contract opportunity.

<b>Check here to certify that no Fund or City employees or officers gave you (the Applicant), any officer director, or management employee of the Applicant, or any person representing the Applicant advice that a particular individual or business could be used by the Applicant to satisfy any goals established in the contract for the participation of minority, women, disabled, or disadvantaged business enterprises during the two years prior to the application deadline for this contract opportunity.</b>	<input type="checkbox"/>
<b>Name of Employee/Officer</b>	
<b>Title</b>	
<b>Date of Advice</b>	
<b>Individual or Business Recommended to Satisfy Participation Goals</b>	
<b>Name of Employee/Officer</b>	
<b>Title</b>	
<b>Date of Advice</b>	
<b>Individual or Business Recommended to Satisfy Participation Goals</b>	
<b>Name of Employee/Officer</b>	
<b>Title</b>	
<b>Date of Advice</b>	
<b>Individual or Business Recommended to Satisfy Participation Goals</b>	
<b>Name of Employee/Officer</b>	
<b>Title</b>	
<b>Date of Advice</b>	
<b>Individual or Business Recommended to Satisfy Participation Goals</b>	

Signature Page

In order for the submission of these disclosure forms to be considered valid, they must be properly signed below by the Respondent. Disclosure forms **that are not signed will be rejected**. By signing your name and title in the signature space below, you, as the Applicant, signify your intent to sign these disclosure forms. The signatory hereby declares and certifies themselves to be the Applicant, declares and certifies that they are properly authorized to execute these disclosure forms, and represents and covenants that all of the information and disclosures provided to the best of their knowledge are true and contain no material misstatements or omissions. Breach of such representation and covenant may render any subsequent contract voidable, and entitle the Fund to all rights and remedies provided by law or equity.

If these disclosure forms are being submitted by an INDIVIDUAL, PARTNERSHIP, LIMITED LIABILITY COMPANY OR MANAGED LIMITED LIABILITY COMPANY, sign the forms here:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

If these disclosure forms are being submitted by a CORPORATION, sign the forms here, with signatures by (a) President or Vice-President of the corporation AND (b) Secretary, Assistant Secretary, Treasurer or Assistant Treasurer of the corporation. If the disclosure forms are not signed by the above mentioned, you hereby certify that you are authorized pursuant to a certified corporate resolution to sign in place of such officers.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
***President/Vice President, if other, please specify***

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
***Secretary/Asst. Secretary/Treasurer/Asst. Treasurer***  
***If other, please specify***