



**CITY OF PHILADELPHIA**

**MAYOR'S OFFICE OF INFORMATION SERVICES**

**REQUEST FOR PROPOSALS**

**TO PROVIDE**

**INFORMATION TECHNOLOGY STRATEGIC  
PLANNING CONSULTING SERVICES**

**February 4, 2002**

- Deadline for Receipt of Proposals:** March 4, 2002, 5pm EST
- Place of Submission:** Mayor's Office of Information Services  
1234 Market Street, Suite 1850  
Philadelphia, PA 19107  
Attn.: Ms. Dianah Neff, CIO
- Pre-Proposal Meeting:** February 15, 2002 at 11:00 a.m.  
Mayor's Office of Information Services  
1234 Market Street, 18th Floor, Suite 1850  
Philadelphia, PA 19107
- Deadline for Questions:** February 15, 2002

**City of Philadelphia  
Mayor’s Office of Information Services**

**Request for Proposals To Provide  
Information Technology Strategic  
Planning Consulting Services**

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# 1 General Information

## 1.1 Introduction and Background

### 1.1.1 Introduction

The City of Philadelphia, acting by and through the Mayor's Office of Information Services, issues this Request for Proposals (RFP) to provide Consulting Services to assist the City in the development of a Citywide Information Technology Strategic Plan (IT Strategic Plan). Interested and qualified firms that have experience in providing services of this type are invited to submit a proposal in accordance with the requirements of the RFP.

Copies of the RFP are available at the City of Philadelphia's website, [www.phila.gov/mois/itsp/index.html](http://www.phila.gov/mois/itsp/index.html), and at the Mayor's Office of Information Services (MOIS) located at the following address:

City of Philadelphia  
Mayor's Office of Information Services  
1234 Market Street, Suite 1850  
Philadelphia, PA 19107  
Tel.: 215-686-8171  
Fax: 215-686-8288  
Contact Persons for RFP Copies:  
Dianah Neff, Chief Information Officer;  
David Baldinger, Project Manager

The IT Strategic Plan will establish a five year technical and organizational strategy, which focuses on the effective delivery of information technology services to the City. The successful Respondent to this RFP must possess knowledge, skill and experience in providing strategic planning consulting services to large government entities.

\* \* \*

Questions and comments regarding this RFP must be submitted to the City no later than 5 p.m., Eastern Standard Time, on February 15, 2002. All answers that are deemed by the City as significant will be provided in writing and sent to all proposers who attend the pre-proposal meeting.

Proposals must be **RECEIVED** in the office listed above **NO LATER THAN 5:00 PM, EASTERN STANDARD TIME, ON FRIDAY MARCH 4, 2002**. The City reserves the right, in its sole discretion, to reject and return without evaluation any Proposal received after the Proposal submission time and date, whether it is delivered by United States mail or otherwise. Proposals should be marked "PROPOSAL TO PROVIDE

## INFORMATION TECHNOLOGY STRATEGIC PLANNING CONSULTING SERVICES"

A non-mandatory pre-proposal meeting is to be held Friday, February 15, 2002 at 11:00 am, at the City of Philadelphia Mayor's Office Information Services, 1234 Market Street, Suite 1850, Philadelphia, PA 19107 in the Executive Conference Room.

It is the policy of the City of Philadelphia to encourage equal opportunity in its professional service contracts. Proposals from minority-owned, disabled-owned, and women-owned businesses certified by the City's Minority Business Enterprise Council are strongly encouraged.

### **1.1.2 Background**

#### **IT Organization and Governance**

Currently, Information Technology (IT) and Telecommunication services are provided through a combination of Mayor's Office of Information Services staff, the Communications Division of the Department of Public Property, City departmental staff and third party contractors. It is estimated that the City has 470 IT-titled staff with a Citywide IT and Telecommunications budget of approximately \$90 million.

Under the sponsorship of Mayor John F. Street, the Mayor's Information Technology Transition Team in March 2000 recommended elevating IT to a level of citywide importance, moving the City toward a centralized IT structure, forming a strong, high level IT governance board and reviewing functions for potential outsourcing. A report of their findings and recommendations was issued in March 2000.

In August 2000, an Information Technology (IT) Productivity Review Team was formed. The Review Team based its work on the primary recommendations of the Mayor's IT Transition Team. The Productivity Review Team issued its recommendations in October 2000. The Team's major recommendations were:

- (1) Create a city vision and strategy around e-government
- (2) Establish an IT Governing Board
- (3) Create a strong, cabinet-level CIO which reports to the Mayor
- (4) Centralize all IT resources, budgets and planning

In May 2001, Dianah Neff was hired as the City's Chief Information Officer, reporting to the Mayor. An IT Governing Board consisting of the Mayor's Chief of Staff, Managing Director, Finance Director and Chief Information Officer has been formed along with the creation of four service related business centers – Financial and Enterprise Services, Municipal Services, Public Safety, and Social Services, each headed by a deputy CIO, known as a "Business Center CIO," reporting to the City's Chief Information Officer.

## **Mayor's Office of Information Services**

Currently, the Mayor's Office of Information Services (MOIS) represents the Mayor in establishing strategies, policies and procedures for effective development and implementation of Citywide information and communication technologies and provides for certain centralize functions. MOIS is the "central" IT staff group (150 FTEs, \$14.5 million budget).

## **City Department IT Staffing**

City departments have a number of in-house technical staff. These FTE's (approximately 320 citywide) provide local support of desktop hardware/software, local area network support, help develop departmental IT strategic plans, manage application data, and are the focal points for departmental procurement and coordination from contractors.

IT governance is largely decentralized. While IT data networks (WAN) infrastructure is centralized and funded via Telecommunications Division of Public Property and MOIS, most IT development projects and local area networks are planned, budgeted and implemented by City departments with little central IT staff oversight. In recent years, a few citywide projects have been funded and sponsored by the central IT staff.

While all City departments now have basic desktop automation tools, email and network connectivity, there are significant variations from department to department as to the degree of automation implemented and amount and level of in-house technical staff. Six City departments have significant IT headcounts and budgets. These departments have 70 percent of non-central IT staff and 60 percent of the non-central IT budget dollars.

## **1.2 Scope of Work**

The City seeks the following deliverables to be provided as part of the Information Technology Strategic Plan requested under this RFP. The following tasks include the minimum requirements that the successful Respondent must provide to the City under any contract awarded pursuant to this RFP. The City, in its sole discretion, may adopt additional tasks and modifications to any or all of the items listed in this Section 1.2 as part of Proposal review and contract negotiation and award.

### **1.2.1 IT Plan Objectives**

The objective of the IT Plan is to develop a Five Year Enterprise Information Technology Strategic Plan consistent with the Mayor's directive to create a city vision and strategy around e-government, neighborhood transformation and economy development. The IT Strategic Plan must clearly define vision and direction for future IT investments and include an efficient method of delivery for sustained planning, support, staffing and personnel training.

The minimum tasks that are to be provided by the successful Respondent include, but are not necessarily limited to, the following:

## **Technical Strategic Plan -- 5 Years**

Building on current total cost of ownership and strategic architecture work, assess and define current condition; with the Information Technology Strategic Plan Committee (ITSPC) develop strategic plan and recommend a costed, action plan for information technology in the following areas:

- (1) Enterprise-wide systems
- (2) New application development/acquisition areas
- (3) New and evolving technologies
- (4) Technical infrastructure, including hardware, software standards, and the City's voice and data network
- (5) Information technology best practice policies and processes for e-government, GIS, wireless deployment, and project management
- (6) Decision making criteria for future technology investments

## **Organizational Strategic Plan – 5 Years**

- (1) Assess and define current condition; with ITSPC develop a detailed plan for effectively consolidating all IT resources, budgets and planning within the City:
  - Roles and responsibilities of City Central Departmental Staff
  - Roles and responsibilities of other City departments' IT staff
  - Organizational structure of MOIS and other department IT staff
  - Acquisition and maintenance of required skills necessary to achieve desired results
- (2) Assess and define current condition, with the Information Technology Governing Board (ITGB) develop strategic plan and recommend action plan for the City's on-going governance of Information Technology in the following areas:
  - Development of criteria and structure for the review/approval/prioritizing of information technology projects
  - Development of criteria and structure for the review of departmental information technology expenditure levels
  - Development of the process for the integration of existing departmental plans and projects into proposed Citywide Information Technology IT Strategic Plan

## **IT Strategic Plan Approach**

The CIO plans to use an organizational model approach in developing a Citywide IT Strategic Plan. This approach will be inclusive and include the following groups:

- (1) Consultant Role: Consultant responsibilities will include facilitating an IT Strategic Plan Committee comprised of 16 Department/Agency Commissioners, 4 Business Center CIOs, and 4 Central IT Directors; provide information technology planning models and tools, provide data collection and analysis;

evaluate processes and produce a written and electronic IT Strategic Plan including an on-going IT Governance model.

- (2) IT Governance Board (ITGB): The Executive Team (Chief of Staff, Managing Director, Finance Director, and CIO) will establish vision for the use of technology in the organization; establish technology governance guidelines; establish criteria to guide technology investment and funding allocations; provide the policy direction; and final review and approval of the plan before it is submitted to the Mayor.
- (3) IT Strategic Plan Committee (ITSPC): The Committee (16 department/agency commissioners, 4 Business Center CIOs, and 4 Central IT Directors) under the direction of the CIO and facilitation of the Consultant will be the architects of the City's IT Strategic Plan. They will align technology with business goals; define roles, responsibility and interrelationships between departments and MOIS based on direction from the ITGB; review delivery structure; and approve project concept and business case justification for new citywide IT projects.
- (4) Technical Teams: Department Information System staff and MOIS technical staff will serve on technical teams that will, under the direction of the IT Strategic Plan Committee and with the assistance of the Consultant, analyze, evaluate and make recommendations to the IT Strategic Plan Committee on specific issues e.g., GIS, e-government, data sharing, local area networks, desktop standards, etc.

In order to accomplish the above tasks, the successful consultant firm will need to work closely with the CIO and IT Strategic Plan Project Manager and, at a minimum:

- (1) Meet regularly with IT Strategic Plan Committee at least once a month and IT Governance Board as needed to provide facilitation, information technology planning methodology, models, and tools. It is estimated that the ITSP Committee will meet twice monthly.
- (2) Review City background information including reports, budget documentation, department-specific IT Strategic Plans, department-specific Business Plans, and other documentation provided
- (3) Review and/or collect data on major City systems applications, processes, and technologies as necessary for assessment
- (4) Develop, distribute and tabulate results of survey for City users of IT services
- (5) Conduct focus group sessions with Cabinet, independent agencies and various departmental users of IT services

All surveys, comments, assessments, data, reports, recommendations, and the Information Technology Strategic Plan are to be submitted to the City in written and digital format. A final bound report (Final IT Strategic Plan) and thirty (30) copies inclusive of all information from above, an executive summary, and recommended implementation schedule must be submitted to the City as a condition of the successful completion of this project and the City's Final Acceptance of the work.

### 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 at the address of the City Primary Contact, as provided in Section 1.4, by the time on the Submission Date indicated below.

<u>Date</u>	<u>Activity</u>
February 4, 2002	Request for Proposals Issued
February 15, 2002 at 11:00 a.m., Eastern Standard Time	Non-Mandatory Pre-Proposal Meeting; Location: The City of Philadelphia Mayor's Office Information Services, 1234 Market Street, Suite 1850, Philadelphia, PA 19107, Executive Conference Room.
February 15, 2002, 5pm Eastern Standard Time	Questions and requests for clarification or information must be received, in writing, by City Primary Contact
<b>FRIDAY, MARCH 4, 2002, 5 p.m. Eastern Standard Time</b>	Proposals must be <u>received</u> at the office listed for the City Primary Contact
March 15, 2002	Select Respondents with which to enter into contract negotiations
April 8, 2002	Project start
October 11, 2002	Project complete

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

## 1.4 City's Primary Contact

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

Ms. Dianah Neff  
Chief Information Officer  
City of Philadelphia  
Mayor's Office of Information Services  
1234 Market Street, Suite 1850  
Philadelphia, PA 19107  
215-686-8171  
FAX 215-686-8288

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

## **2 RFP Requirements and Conditions**

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

Cost proposals must be “fixed price” proposals. The proposed price must include all costs to the City for performance of the work required under this RFP. If a Respondent offers options and/or alternates that are not included in the fixed price for the proposed work, the Respondent must provide for each such option/alternate the following information:

- A detailed description of the option/alternate;
- A full explanation of the rationale for not incorporating the work in the base Proposal;
- Detailed cost information for each option/alternate, in accordance with the cost proposal requirements of the RFP.

The cost proposal must identify, by separate line item, each principal task and activity required to perform the work and each deliverable, together with the cost of each. The City reserves the right, in its sole discretion, to reject without evaluation any Proposal that does not identify each item of the work by line item, and any Proposal (including, but not limited to, proposals to perform the work on a “time and materials” or “cost-plus” basis) that does not provide a fixed price to perform the proposed work.

### **2.2 Responsiveness**

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

### **2.3 Disclaimer**

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

## **2.4 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 the Chief Information Officer.

## **2.5 Respondents Restricted**

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

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

All Proposals submitted are subject to the terms and conditions set forth in this RFP. The Respondent, by signing and submitting its Proposal, and/or submitting its Proposal and signing the Proposal transmittal letter required by Section 3.1.7, *Transmittal Letter*, expressly acknowledges and agrees to all terms, conditions and requirements contained in this RFP.

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

### **2.7.1 General**

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

### **2.7.2 Rights and Options Reserved**

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

- To reject any Proposals if, in the City's sole discretion, the Proposal is incomplete, the Proposal is not responsive to the requirements of this RFP (see "Detailed Project Requirements" in the RFP appendices), the Respondent does not meet the Qualifications set forth in the RFP, or it is otherwise in the City's best interest to do so;

- 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;
- To accept or reject any or all of the items in any Proposal and award the contract(s) in whole or in part if it is deemed in the City’s best interest to do so;
- To reject the Proposal of any Respondent that, in the City’s sole judgment, has been delinquent or unfaithful in the performance of any contract with the City or with others, is financially or technically incapable or is otherwise not a responsible Respondent;
- To reject as informal, non-responsive, or otherwise non-compliant with the requirements of this RFP any Proposal which, in the City’s sole judgment, is incomplete, is not in conformity with applicable law, is conditioned in any way that is unacceptable to the City, deviates from this RFP and its requirements, contains erasures, ambiguities, or alterations, or Proposes or requires items of work not called for by this RFP;
- To waive any informality, defect, non-responsiveness and/or deviation from this RFP and its requirements that is not, in the City’s sole judgment, material to the Proposal;
- To permit or reject at the City’s sole discretion, amendments (including information inadvertently omitted), modifications, alterations and/or corrections of Proposals by some or all of the Respondents following Proposal submission;
- To request that some or all of the Respondents modify Proposals based upon the City’s review and evaluation;
- 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;
- 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;
- To conduct such investigations with respect to the financial, technical, and other qualifications of each Respondent as the City, in its sole discretion, deems necessary or appropriate; and
- To waive and/or amend any of the factors identified in the “Submittal Requirements” section and elsewhere in this RFP as pertaining to the Respondent’s qualifications.

### **2.7.3 Contract Negotiation and Award**

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

The City reserves the right to enter into post-submission negotiations and discussions with any one or more Respondents regarding price, scope of services, and/or any other term of their Proposals, and such other contractual terms as the City may require, at any time prior to execution of a final contract. The City may, at its sole election, enter into

simultaneous, competitive negotiations with multiple Respondents or negotiate with individual Respondents seriatim. Negotiations with Respondents may result in the enlargement or reduction of the scope of services, or changes in other terms that are material to the RFP and the submitted Proposals. In such event, the City shall not be obligated to inform other Respondents of the changes, or to permit them to revise their Proposals in light thereof, unless the City, in its sole discretion, determines that doing so is in the City's best interest.

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

#### **2.7.4 Proposal Evaluation**

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

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

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

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

- (1) 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;
- (2) The impact of the proposed solution on the operations of the using department, and the demonstrated ability of the solution to enhance operational efficiency and effectiveness;
- (3) The Respondent's financial and technical qualifications to perform the work required by the RFP, as presented in its Proposal and determined by any other investigations conducted or information obtained by the City;
- (4) References provided by the Respondent, particularly from projects of similar complexity and scope;
- (5) Commitment and ability to complete the project within the time frame specified in the Proposal;
- (6) The Cost Proposal;
- (7) Demonstrated ability to provide services and deliverables comparable to those requested in this RFP;
- (8) Compliance with RFP Requirements; and
- (9) Any other factors the City considers relevant to the evaluation of the Proposal.

### **2.7.5 Prime Contractor Responsibility**

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

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

### **2.8 Responsibility for Proposal Costs**

The Respondent shall be solely and fully responsible for all costs associated with the development, preparation, transmittal, and submission of any Proposal or material submitted in response to this RFP. The City may, in its sole discretion, ask selected Respondents to present their Proposal in person to the City's representatives at the City's offices, and the costs of such presentations, as well as the costs of any pilot implementation required by the City under Section 3.3, shall be solely the responsibility of the Respondent. The City assumes no contractual or other

obligations as a result of the issuance of this RFP, the preparation or submission of a Proposal by a Respondent, the evaluation of Proposals, the Respondent's conduct of presentations or pilot implementations, or the selection of any Respondent for further negotiations. There may be no claims whatsoever for reimbursement from the City or any of its consultants for such costs. All costs incurred by the Respondent during the selection process and during negotiations will be solely the responsibility of the Respondent.

## **2.9 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 City Primary Contact as specified in Section 1.4.

## **3 Proposal Requirements**

### **3.1 Administrative Requirements**

Respondents must comply with all administrative requirements for this RFP provided in this Section 3.1

#### **3.1.1 Respondent Registration; Web Site Publication of the RFP**

The City requires that all prospective Respondents register with the City, by signing the attendance sheet and any additional registration documents required by the City at the Pre-Proposal Meeting provided in Section 4, *Submittal Requirements*, and by submitting the form attached to the RFP and posted on the web site referenced below. The City will exercise reasonable efforts to ensure that all Respondents attending the Pre-Proposal Meeting and registering as described will receive notices, and/or addenda to the RFP that are issued by the City; the City accepts no responsibility with respect to such notices and addenda for Respondents that have not registered. A Respondent's failure to comply with this registration requirement may, at the City's sole discretion, result in rejection of its Proposal without further consideration.

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

Proposals must be submitted in accordance with this Section 4, and may not be submitted by electronic mail or any form of communication with or through the web site.

#### **3.1.2 Pre-Proposal Meeting**

A Non-mandatory Pre-Proposal Meeting to review the requirements of this RFP will be held in Philadelphia, Pennsylvania on Friday February 15, 2002 at 11:00 am, at the City of Philadelphia Mayor's Office Information Services, 1234 Market Street, Suite 1850, Philadelphia, PA 19107 in the Executive Conference Room.

The City believes that attendance at the Pre-Proposal Meeting is essential for successful participation in this RFP procurement and expects every Respondent to exercise its best effort to attend.

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

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

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

All questions, requests for clarification, and requests for additional information regarding this RFP must be submitted to the City's Primary Contact not later than February 15, 2002. All such questions and requests must be submitted in writing, by facsimile, U.S. mail, private delivery service, or hand delivery (submissions by electronic mail or by any form of communication through the City's web site are not acceptable, and may, in the City's sole discretion, be disregarded). Responses to such questions and requests shall be at the City's sole discretion and nothing in this RFP shall create an obligation by the City to respond to the submitting party or at all. Responses may, in the City's sole discretion, be by published addendum addressed to all prospective Respondents attending the mandatory Pre-Proposal Meeting and registering; or by communication directly with the submitting party, without notice to other prospective Respondents.

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

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

### **3.1.4 Authorized Signature; Certification**

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

The Respondent, by signing its Proposal Transmittal Letter, as required by Section 3.1.6, certifies (i) that its Proposal is genuine and is not made in the interest of, or in the behalf of, any undisclosed person, firm, or corporation; (ii) that it has not directly or indirectly induced or solicited any other Respondent to put in a false or sham Proposal; (iii) that it has not solicited or induced any other person, firm, or corporation to refrain from submitting a Proposal; and (iv) that it has not sought by collusion to obtain for itself any advantage over any other Respondent or over the City.

### **3.1.5 Proposals Binding**

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

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

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

### **3.1.6 Transmittal Letter**

One signed original transmittal letter, on the firm letterhead of the Respondent, and ten (10) copies of the letter shall accompany the Proposal. The original letter shall be signed by a person with authority to bind the Respondent to all terms of the Proposal. Submission of the signed letter with the Proposal constitutes the Respondent's acceptance of all terms, conditions, and requirements of the RFP, and further binds the Respondent to all terms of the submitted Proposal.

The transmittal letter shall include all of the following:

- The name, street address, mailing address if different, email address, telephone number, facsimile number, and web site address (if any) of the firm submitting the Proposal;
- The name, street address, mailing address if different, email address, telephone number, and facsimile number of the person to contact in connection with the Proposal;
- The title of the RFP and the City RFP number (if any), as set forth on the cover page of the RFP;
- The following statement:

By this letter, \_\_\_\_\_ [insert firm name of Respondent] submits its Proposal in response to City of Philadelphia Request for Proposals For \_\_\_\_\_ [insert RFP title and RFP number, if any, from RFP cover page]. By signing this letter, the undersigned binds \_\_\_\_\_ [insert firm name of Respondent] to all terms of the Proposal; represents and warrants that s/he has the authority to so bind \_\_\_\_\_ [insert firm name of Respondent]; and acknowledges that \_\_\_\_\_ [insert firm name of Respondent] and the undersigned each understands and accepts the terms, conditions, and requirements of the foregoing Request for Proposals.

- The name, street address, email address, telephone and facsimile numbers and contact person of the firm which will guarantee performance of the Contract if it is a firm other than the Respondent (including, but not limited to, parent corporations);
- A statement that the Proposal remains open and valid until at least one hundred and eighty (180) days from receipt of the proposal (or such different time as may be provided in Section 3.1.5, *Proposals Binding*);

### **3.1.7 Proposal Submission Requirements**

Proposals submitted in response to this RFP shall be sent to the City Primary Contact, (see "General Information" section of this RFP).

**Submission Date, Time, and Place.** Proposals must be **RECEIVED** in the office of the City Primary Contact **NO LATER THAN 5:00 PM, EASTERN STANDARD TIME, ON FRIDAY MARCH 4, 2002.**

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

Proposals should be marked "PROPOSAL TO PROVIDE INFORMATION TECHNOLOGY STRATEGIC PLANNING CONSULTING SERVICES."

**Submissions in Electronic and Hard Copy Format.** All Proposals must be submitted both electronically on CD ROM disk and in typewritten "hard copy" format. Submission by facsimile, by electronic mail, or by any form of communication through the City's web site, will not be accepted. The Proposals, including all graphs and charts, with no exceptions, shall be neatly typed or printed on 8-1/2 in. x 11 in. paper. Proposals shall include a table of contents listing all sections, figures, and tables and their corresponding page numbers.

**Form of Proposal.** It is required that responses are provided in the following format. Submittals that are not in conformance with this format may, in the sole discretion of the City, be deemed non-responsive to this RFP and rejected without further consideration. Responses must include one (1) signed original and ten (10) copies. The quotation, including all terms and conditions

specified, must remain valid for at least one hundred and eighty (180) days from the response due date. Vendors shall so state this in their responses.

Proposals shall be organized in the order presented below:

- Section 1 Identification of Respondent, including all identifying information required under Section 3.1.6, *Transmittal Letter* and Section 3.3, *Qualifications Of Respondent*.
  - Section 2 Executive Summary of proposal
  - Section 3 Description of the Respondent’s firm, including history of the firm, number of employees, organizational structure, and all financial, technical, and other information required under Section 3.3, *Qualifications of Respondent*.
  - Section 4 Methodology. Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. This should include the timetable of major tasks/activities, proposed milestone dates, the work hours, and the estimated cost to achieve each of the milestones in the proposed schedule. Describe your firm’s approach to achieve client satisfaction and the successful performance of this project. Include the Project Documents, in accordance with Section 3.2, *Implementation Plan, Statement of Work, Project Schedule and Milestone Payment Schedule*, in this section of the Proposal.
  - Section 5 Other Information. Provide any other information that your firm believes would help convince the evaluators that your firm should be selected for this project.
- 
- Appendix A: Resumes of key staff to be assigned to the proposed work.
  - Appendix B: Cost Proposal. Attach the Respondent’s detailed cost proposal, in accordance with Section 3.4, as Appendix B to the Proposal.

The preferred time frame for the completion of the Information Technology Strategic Plan, the submission of the Reports, and the delivery of the Final Report is six months from the date of the award of the proposal unless additional time is approved at the discretion of the City.

### **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):

- (1) an implementation plan for the proposed services that describes in detail (i) the methods, including controls, by which the Respondent manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders (e.g. surveys, focus groups, etc.); (iii) and any other project management or implementation strategies or techniques that the Respondent intends to employ in carrying out the work;
- (2) 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;
- (3) 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
- (4) 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.

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

### **3.3 Qualifications of Respondents**

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

Section 3 of the Proposal should include the following subsections, with the information specified for each.

- (1) Description of Respondent The Respondent shall provide:
  - (a) Name, street address, mailing address if different, email address, and telephone and facsimile numbers of the Respondent.
  - (b) Year established (include former firm names and year each applied). Identify the country and state in which the firm was incorporated or otherwise organized.

- (c) Type of ownership and parent company and subsidiaries, if any. Include dates of any corporate mergers and/or acquisitions including all present and former subsidiaries with dates of any and all re-structuring since the founding date.
- (d) Address and telephone number of production facility (ies) where any of the work is to be accomplished (if different than item a); name, address, and telephone number of the proposed project manager.
- (e) A narrative description and organization chart depicting the management of the Respondent's organization and its relationship to any larger business entity.
- (f) A description of the overall operations of the Respondent, the number and scope of other projects currently ongoing or set to begin in the near future.
- (g) Provide, at Respondent's option, any additional information not specifically listed above which demonstrates the qualifications of the Respondent to perform the scope of work specified in this RFP.

(2) Subsection 2: Technical Qualifications. Respondents shall provide information that demonstrates that it possesses the technical expertise that the City requires for this RFP, including at least the following information:

- (a) Respondents must submit references from at least three governmental entities for which it has performed IT Strategic Planning projects that are comparable in size, complexity and scope to the work sought by this RFP, together with project summaries for each (client, project title, date, description of project, project start and completion dates). Each reference must be identified by name, title, organization, and the name, title, address, and telephone/facsimile numbers of contact persons.
- (b) Respondents must provide the names, qualifications (stated in detail), and relevant experience of all key personnel who will be assigned to City of Philadelphia project. Identify roles and responsibilities of each such team member. Resumes of all key personnel must be included in the Proposal.
- (c) Provide, at Respondent's option, any additional information not specifically listed above which demonstrates the qualifications of the Respondent to perform the scope of work specified in this RFP.

(3) Subsection 3: Financial Qualifications. The Respondent shall provide:

- a. A narrative that demonstrates its financial capacity to undertake and complete the project as proposed and to furnish software systems and/or services in accordance with the RFP;

- b. A current audited statement of financial condition, prepared by an independent certified public accountant;
- c. Financial statements for the two (2) years preceding the year to which the statement required in b applies, prepared by an independent certified public accountant;
- d. A bank reference;
- e. A statement disclosing any audits of the Respondent by the federal government;
- f. A statement disclosing any state or federal bankruptcy or insolvency proceeding that it has filed or with which it is otherwise involved;
- g. If performance and/or payment bonds are required under the RFP, a notarized letter from an approved surety stating the willingness of the surety to issue the bonds to the Respondent as principal;
- h. A description of contracts with municipalities for work of similar type, scope, and value as the work sought by this RFP; including, for each, the name, address, and telephone number of a contact person;
- i. A copy of the most recent Form 10-K filed by the Respondent with the U.S. Securities and Exchange Commission, and copies of all Form 8-Ks filed since the filing of the most recent 10-K. If a Form 10-K is not filed with the SEC, submit the following:
  - certified audited financial statements for the past three fiscal years including, at a minimum, income statements, balance sheets and statements of changes in financial position; if fewer than three years of financial statements are available, this information should be provided to the fullest extent possible;
  - copies of the latest quarterly financial reports;
  - a copy of the Respondent's most recent annual report;

If the Proposal is submitted by a partnership and/or joint venture, provide full information concerning the nature and structure of the partnership and/or joint venture, including:

- What entity will be guaranteeing contract performance?
  - Date of joint venture or partnership.
  - Does the agreement between members comprising the joint venture make each jointly and severally liable for contractual obligations of this project?
- j. Any other information not specifically itemized above that it believes to be demonstrative of its financial capacity.

### 3.4 Cost Proposal

The Respondent's Cost Proposal, to be attached as Appendix B to the Proposal, must include the following:

- (1) Respondent's fully burdened hourly rate schedule, with hourly fees identified for each skill level and each position that will be utilized for the work proposed. Detail all labor costs by labor category, number of hours and fully burdened hourly rate for each of the major activities associated with your proposed approach in Section 6 above. All costs must be stated as "fixed price" or "not to exceed" amounts, the total of which may not exceed the total fixed price proposed by the Respondent for the work. All cost items must be provided in the RFP response and no additional charges (e.g. for supplies, travel, etc.) will be allowed unless so stated in the proposal document.
- (2) If a Respondent offers options and/or alternates that are not included in the fixed price for the proposed work, the Respondent must provide for each such option/alternate the following information:
  - A detailed description of the option/alternate;
  - A full explanation of the rationale for not incorporating the work in the base Proposal;
  - Detailed cost information for each option/alternate, in accordance with the cost proposal requirements of the RFP.
- (3) The cost proposal must identify, by separate line item, each principal task and activity required to perform the work and each deliverable, together with the cost of each.

The City reserves the right, in its sole discretion, to reject without evaluation any Proposal that does not identify each item of the work by line item, and any Proposal (including, but not limited to, proposals to perform the work on a "time and materials" or "cost-plus" basis) that does not provide a fixed price to perform the proposed work.

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

Any Respondent selected to enter into final negotiations will be expected to enter into a contract with the City containing terms acceptable to the City, including, but not limited to, terms substantially similar to the insurance, indemnification and other provisions set forth below. The terms and conditions provided in this Section 4 are generally required by the City in contracts for services of the type sought by this RFP. The City reserves the right, however, to require or negotiate different and/or additional terms and conditions in any final contract resulting from this RFP if, in the sole judgment of the City, it is in the best interest of the City to do so, without notice to other Respondents and without affording other Respondents any opportunity to revise their proposals based on such different or additional terms.

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

### **4.1 Term and Renewal**

The initial term of the Contract shall commence on April 8, 2002 (the "Initial Term"), and, unless sooner terminated by the City pursuant to the terms of the Contract, shall expire six (6) months thereafter, on October 11, 2002. The City may, at its sole option, amend the Contract to add additional time if required.

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

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

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

### **4.3 Insurance**

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 City may, at its sole discretion, establish different minimum limits based on the final scope of work for the project.

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

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

injury; \$2,000,000 general aggregate and \$1,000,000 aggregate for products and completed operations.

- Coverage: Premises operations; blanket contractual liability; personal injury liability (employee exclusion deleted); products and completed operations; independent Contractors; employees and volunteers as additional insured; cross liability; and broad form property damage (including completed operations).

(c) Automobile Liability

- Limit of liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
- Coverage: Owned, non-owned and hired vehicles.

(d) Professional Liability Insurance

- Limit of liability: \$1,000,000 with a deductible not to exceed \$25,000.
- Coverage: Errors and omissions including liability assumed under contract.
- Coverage for occurrences happening during the performance of the Services required under this Contract shall be maintained in full force and effect under the policy or “tail” coverage for a period of at least two (2) years after completion of the services.

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

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

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

#### **4.4 Indemnification**

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

#### **4.5 Business Interests In Northern Ireland**

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

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

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

## 4.6 Proprietary Rights Indemnification

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

## 4.7 Performance Standards

Provider shall enter upon the performance of this Agreement with all due diligence and dispatch; shall assiduously press to its complete performance and shall exercise herein the highest degree of professional skill and competence. Acceptance

## 4.8 Acceptance

### 4.8.1 Conditional Acceptance

Contractor shall notify the City in writing when Contractor contends that all Services and Deliverables comprising a Milestone (as set forth in Exhibit \_\_, *Milestone Payment Schedule*) are 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 Services and Deliverables comprising the Milestone is not Conditionally Accepted. Conditional Acceptance will not be unreasonably withheld provided that all Services and Deliverables comprising the Milestone are completed and conform to the Statement of Work and the terms and conditions of the Contract.

#### **4.8.2 Final Acceptance**

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. The Project shall not be Finally Accepted unless and until all Services and Deliverables required under the Contract have been completed, delivered, and are in conformance with the requirements of the Statement of Work and the terms and conditions of the Contract.

#### **4.8.3 Acceptance in General.**

It is expressly understood and agreed by Contractor that all Services and Deliverables required hereunder shall be performed and provided to the satisfaction and approval of the City, and Contractor shall not be deemed to have performed or provided such Services or Deliverables unless and until they have been approved and accepted by the City in writing in accordance with Section 4.8.2, *Final Acceptance*.

#### **4.9 City Audit**

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

#### **4.10 Termination for Convenience**

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

#### **4.11 Termination for Default**

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

- (a) Contractor's failure to comply with any provision, term, or condition of this Contract.
- (b) the appointment of a receiver, trustee or custodian to take possession of all or substantially all the assets of Contractor for the benefit of creditors, or any action taken or suffered by Contractor under any federal or state insolvency, bankruptcy, reorganization, moratorium or other debtor relief act or statute;

- (c) falseness of any warranty or representation of Contractor contained in any of the Contract Documents;
- (d) misappropriation by Contractor of any funds provided under the Contract or failure by Contractor to notify the City upon discovery of any misappropriation;
- (e) a violation of law which results in a guilty plea, a plea of nolo contendere, or conviction of a criminal offense by Contractor, its directors, employees, or agents (1) directly or indirectly relating to the Contract or the Work required under the Contract, whether or not such offense is ultimately adjudged to have occurred or (2) which adversely affects the performance of the Contract; and/or
- (f) indictment of or issuance of charges against Contractor, its directors, employees or agents for any criminal offense or any other violation of law directly relating to the Contract or the Work required under the Contract or which adversely affects the performance of the Contract, whether or not such offense or violation is ultimately adjudged to have occurred.

#### **4.12 Non-Discrimination**

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

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

- (a) In accordance with Chapter 17-400 of The Philadelphia Code, as it may be amended from time to time, Contractor agrees that its payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization, insofar as such participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, privileges or conditions of employment on the basis of race, color, sex, sexual orientation, religion, national origin or ancestry, constitutes, without limiting the generality of Sections \_\_\_ (Events of Default) and \_\_\_<sup>1</sup> (Remedies), a substantial breach of the Contract entitling the City to all rights and remedies provided in the Contract or otherwise available at law or equity.
- (b) Contractor agrees to cooperate with the Commission on Human Relations of the City of Philadelphia in any manner, which the Commission deems reasonable and necessary for the Commission to carry out its responsibilities under Chapter 17-400 of The Philadelphia Code. Failure to so cooperate shall constitute, without limiting the applicability of Section \_\_\_, Termination for Default, a substantial breach of the Contract entitling the City to all rights and remedies provided herein or otherwise available at law or equity.

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

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

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

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

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

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

#### **4.15 Ethics Requirements**

To preserve the integrity of City employees and maintain public confidence in the competitive bidding system, the City intends to vigorously enforce the various ethics laws as they relate to City employees in the bidding and execution of City contracts. Such laws are in three categories:

- (a) Gifts. Executive Order No. 16-92 prohibits City employees from soliciting or accepting anything of value from any person or entity seeking to initiate or maintain a business relationship with the City of Philadelphia, its departments, boards, commissions and agencies. All City employees presented with gifts or gratuities as indicated in Executive Order 16-92 have been instructed to report these actions to the appropriate authorities. All bidders, agents or intermediaries who are solicited for gifts or gratuities by City employees are urged to report these incidents to the Inspector General, Aramark Tower, Third Floor, 1101 Market Street, Philadelphia, PA 19107.
- (b) City employee interest in City contracts. In accordance with Section 10-102 of The Philadelphia Home Rule Charter, no bid shall be accepted from, or contract awarded to, any City employee or official, or any firm in which a City employee or official has a direct or indirect financial interest. All bidders are required to disclose any current City employees or

officials who are employees or officials of the bidder's firm, or who otherwise would have a financial interest in the contract.

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

#### **4.16 Tax Requirements**

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

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

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

#### **4.17 Assignment**

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

#### **4.18 Retainage**

The City shall retain twenty (20) percent of each Milestone Payment set forth in the Milestone Payment Schedule unless and until the work is finally accepted in accordance with Section 4.8.2, *Final Acceptance*. The retained amounts shall be payable to Contractor sixty (60) days following such final acceptance of the work by the City.

#### **4.19 Non-Disclosure of City Data**

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

**APPENDIX A**  
**RESUMES OF PROJECT PERSONNEL**

**APPENDIX B**  
**COST PROPOSAL**

