REQUEST FOR PROPOSAL
for
THE GORE-TEX PHILADELPHIA MARATHON

Issued: May 20, 2014
Deadline for Proposals: June 3, 2014, 5:00 PM E.S.T.

2014 Philadelphia Marathon
The Mayor's Fund for Philadelphia
1515 Arch Street, 12th Floor
Philadelphia, PA 19102
215-683-2060

Proposals must be received no later than 5:00 PM E.S.T. on June 3, 2014.

Respondents must submit Five (5) copies and one (1) original to the Philadelphia Marathon Office, 1515 Arch St, 12th Fl, Philadelphia, PA 19102 as well as adhere to the Mandatory On-line Submission Requirements outlined under Request for Proposals/Section B.

Background

Now in its 21st year, the GORE-TEX Philadelphia Marathon is composed of 3 days of events (November 21-23, 2014) featuring the Runners Health & Fitness Expo, Kids Fun Run, the Rothman Institute 8K, the Philadelphia Half Marathon, and the 26.2 mile Philadelphia Marathon. The event will bring more than 30,000 participants and their families to Philadelphia to participate in one of the top 10 marathons in the United States. Participants come from all 50 States and over 30 countries around the world. On race day thousands of enthusiastic onlookers will line the 26.2 mile course to cheer on friends and family members.

This request for proposals is to identify qualified entities for the licensed merchandiser for the 2014 Philadelphia Marathon. Applicants will also find in the Scope of Services in this RFP the specifications for bids for services to be used for the Philadelphia Marathon. Consultant/vendor evaluation criteria will include relevant experience, quality of products and services, and competitive cost.

Organizational Overview

The race is administered by the The Mayor's Fund for Philadelphia (Fund), a non-profit business management agency that provides services to projects that promote Philadelphia, with support from the City of Philadelphia's Office of the City Representative (OCR). The race is produced by a team of administrative, operational, marketing, public relations, and community outreach professionals.

The Office of the City Representative serves as the marketing, promotion, public relations and branding arm for the City of Philadelphia responsible for developing and promoting events to attract commerce, visitors and new residents while raising the quality of life for its citizens. The OCR collaborates with various regional agencies and institutions to ensure that a unified Philadelphia marketing message is perceived by regional, national and global audiences.

If a contract is awarded pursuant to this Request for Proposals, the Fund will award that contract and the contract will be between the Fund and the selected vendor.

I. Scope of Services

Philadelphia Marathon Weekend

Scope of Services

Merchandising/Apparel Specifications
The GORE-TEX Philadelphia Marathon is seeking proposals from vendors to develop and provide wholesale apparel items related to race operations including tech shirt giveaways to runners, as well as an approved line of retail Official Philadelphia Marathon Merchandise (training shirts, caps, hoodies, warm-ups, shorts, etc.) and develop a plan to coordinate and facilitate online and expo merchandise retail sales.

Respondents have the opportunity to address all or part of the RFP.

MERCHANDISING SPECIFICATIONS

- Develop and provide apparel for runners' tech shirt giveaways and for operations and volunteer needs (wholesale to Marathon).
- Develop and provide an approved retail line of Official Philadelphia Marathon Merchandise (training shirts, caps, hoodies warm-ups, shorts, etc.)
- Develop plan to coordinate and facilitate online and Expo merchandise retail sales
- Responsible for all onsite retail sales at 2-day Expo
- Responsible for fulfillment of all online retail merchandise orders

SHIRTS

WHOLESALE to MARATHON
Using Brands: Gildan, Beefy-Ts, Fruit of the Loom, Hanes Heavy Blend or Jersey or comparable quality depending on color availability.

	Qty	Style	Wt.	Item Color	Printing
Runner's Tech Shirts Sizes S - XXL Mens And Women's Specific Cut	30K	Long Sleeve Tech Shirt, Sport/Moisture Control	Tech	Color/TBD	2 or 3 Color Imprint front & Back (graphic design to be provided by Marathon)
Rothman 8K TShirts Sizes S - XXL	2500	Heavy or Ultra Cotton TShirt	7.8 - 8.0	Color/TBD	Black or White Imprint Front & Back Depending on Shirt Color
Expo Volunteer Shirts Sizes S - XXL	650	Long Sleeve Heavy or Ultra Cotton Tshirt	7.8 - 8.0	Color/TBD	Black or White Imprint Front & Back Depending on Shirt Color
Medical Hoodies Sizes S - XXL	140	Hoodie (please quote a heavy and light weight)		Red	White Imprint Front & Back
Volunteer Hoodies Sizes S - XXL	2400	Hoodie (please quote a heavy and light weight)		Color/TBD	Black or White Imprint Front & Back Depending on Shirt Color
Crew Hoodies Sizes S - XXL	90	Hoodie (please quote a heavy and light weight)		Color/ TBD	Black or White Imprint Front & Back Depending on Shirt Color
Ambassador Hoodies Sizes S - XXL	70	Hoodie (please quote a heavy and light weight)		Color/TBD	Fluorescent Color w/ Black Imprint
Kids Run TShirts Sizes S - XXL	250 -300	Kids Sized Heavy or Ultra Cotton TShirts		Color/TBD	Color Printing on Front

BAGS					
Runner's Bags	30K	Clear vinyl Drawstring bag w/ half mesh back 17.5 x 19.5 in.		Color/TBD	Black and White Imprint
Kids Run Bags	200 -300	9" x 12", plastic bag	2.75	Color TBD	2 Color Imprint
MISCELLANEOUS					
Handclappers	1250	7" Plastic Hand-shaped Handclappers		Color TBD	1 Color Imprint on 1 Side
Foam Hand	200	High Five Shape 16"L x 13" w		Color TBD	1 Color Imprint on Both Sides

II. Request for Proposal

A. Proposal Requirements

All proposals should include the following:

(1) Introduction / Executive Summary / Company or Agency Profile
(2) Related Experience
(3) Summary of References
(4) Summary of current Clients and Partners
(5) Proposed Scope of Work – How will you meet the stated objectives?
(6) Proposed Schedule and Milestones
(7) Cost Proposal

Participation of Minority, Women, or Disabled Business Enterprises

See **Appendix A** for requirements related to the fulfillment of the Mayor's Executive Order 03-12 regarding the participation of minority, women, and disabled business enterprises (M/W/DSDE).

Disclosure of Litigation

The respondent shall describe any pending, contemplated or ongoing administrative or judicial proceedings material to the Respondent's business or finances. This includes, but is not limited to, any litigation, consent orders or agreements with any state or federal regulatory agency issued to the Respondent or to any subcontractor the Respondent plans to use for the services described in this RFP.

B. Disclosure Requirements

As part of its proposal, respondents are required to complete and submit disclosure forms detailing any campaign contributions to local and state political candidates and incumbents; any consultants used in responding to this RFP and contributions those consultants have made; prospective subcontractors; and whether Respondent or any representatives of Respondent has received any requests for money or other items of value or advise on particular firms to satisfy minority-, women-, or disabled-owned business participation goals from Fund or City employees. This information, as well as a proposal or any other response document required, are part of your application. For more information on the disclosure requirements, please consult reference materials provided by the City of Philadelphia on its eContract Philly website found at: https://secure.phila.gov/eContract/ under "Disclosure/Eligibility".

C. Mandatory Online Application Requirements

In addition to the hard copy submission requirements (page 1), the respondent must send their proposals electronically in order to be eligible for award of the posted opportunity. Proposals or any other response to a Notice of Contracting Opportunity will not be considered unless you have electronically submitted your proposals to PhiladelphiaMarathon@gmail.com with "**PM RFP: Licensed Merchandise Vendor**" in the subject line. All required documents including the proposal, disclosure forms and any additional response documents should be included as part of the entire proposal and submitted electronically to the above email address. See **Appendix B** for disclosure forms.

D. Evaluation of Proposals

Proposals will be evaluated by a small team of operations and event professionals organized by the Philadelphia Marathon. Proposals will be analyzed based on the following:

- Cost
  - -Cost-effectiveness, cost-efficiency, proposed savings, expense reduction
  - -Price, fee caps and other cost control measures
- Experience
  - -Specialized experience
  - -Documented prior years of experience in handling project(s) of similar size and scope
  - -Demonstrated ability to meet deadlines.
- Proposed plan of action/strategy/solution for Department project(s)
  - -Utilization of most efficient methodology
  - -Innovativeness of solution
  - -Utilization of best practices
  - -Ability to meet project deadlines under proposed solution/project plan
  - -Staffing model
- Consultant/vendor capacity
- Staffing qualifications (e.g., staff prior experience, education, licenses, professional achievements)
  - -Technical, administrative, financial capacity
  - -Specific licensure requirements for organizations/businesses
- Expressed willingness to comply with City and/or department standards for contracting (e.g., indemnification, nondiscrimination)
- Consultant/vendor profile
  - -For-profit versus non-profit status if relevant
  - -Business integrity and reputation in the industry relevant to the consultant/vendor or area of work
  - -Shared commitment, with department, to achieving the objectives of Executive Order 03-12 which strives for the inclusion of Minority, Women and Disabled Businesses in all phases of City contracting;
- Superior prior experience, as confirmed by references
- Superior skill and reputation, including timeliness and demonstrable results, as confirmed by references;
- Superior qualifications of Project Team members, as confirmed by degrees, licenses, publications, training, and/or accreditations;
- Benefit of promoting long-term competitive development and allocation of experience to new or small businesses, including those owned by minority, women or disabled persons;
- Administrative and operational efficiency, requiring less City oversight and administration, as confirmed by references; and
- Meets qualification requirements as set forth in the RFP.

E. City Employee Conflict Provision

No proposal shall be from, or contract awarded to, any Philadelphia Marathon employee or official who submits a proposal or solicits any contract in which he or she may have any direct or indirect interest.

F. Proposal Binding

By signing and submitting its bid, each respondent agrees that the contents of its bid are available for establishment of final contractual obligations for a minimum of 180 calendar days from the application deadline for this bid. Order specifications may be changed after bids are awarded. A respondent's refusal to enter into a contract which reflects the terms and conditions of this notice of contract opportunity, the Marathon Contract or respondent's proposal may, in the Marathon's sole discretion, result in rejection of respondent's proposal or termination of any negotiations with the respondent.

G. 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) ("A contract for the furnishing of services to or for the City, except where services are incidental to the delivery of goods. The term does not include any contract with a governmental agency."), and will result in a Service Contract in an amount in excess of $250,000, pursuant to Chapter 17-1900 of The Philadelphia Code, the successful Applicant 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 the successful Applicant 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 Applicants 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 City, the successful Applicant 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 Applicant does not provide employment benefits to the spouses of married employees. The successful Applicant's failure to comply with the provisions of Chapter 17-1900 or any discrimination or retaliation by the successful Applicant against any employee on account of having claimed a violation of Chapter 17-1900 shall be a material breach of the any Service Contract resulting from this RFP.

H. Local Business Entity or Local Impact Certification In accordance with Mayoral Executive Order No. 04 -12, the Fund will, in the selection of the successful Applicant, consider whether that Applicant has certified that either (1) Applicant meets the criteria stated in Section 17-109(3)(b) of the Philadelphia Code A link to the Philadelphia Code is available on the City's official web site, www.phila.gov. Click on "City Code and Charter," located to the bottom right of the welcome page under the box, "Transparency." 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 City Department shall deem it a positive factor where the Applicant has, in the City's sole discretion, met the Local Business Entity or Local Impact criteria.

III. Administrative Information and Requirements

a. Procurement Schedule

RFP Release Date	May 20, 2014
Questions due regarding the RFP	May 27, 2014 at 1:00 PM EST
Answers Provided	May 30, 2014
Proposal Submission	June 3, 2014 at 5:00 PM EST

**Interviews and Specification meetings may be required as part of the review and selection process. Only a portion of the respondents will be asked to participate in interviews.*

b. Questions Relating to The RFP

All questions must be submitted in writing via email **with " Licensed Merchandise Vendor RFP – Questions"** in the subject line to Dawn Roberts at Philadelphiamarathon@gmail.com by May 22, 2014 (1:00 PM EST). The Marathon will provide written responses to the submitted questions no later than May 26, 2014. These responses will be posted at www.phila.gov/rfp with the original question noted. Oral responses by any Marathon employee or agent of the Marathon are not binding and shall not in any way be considered as a commitment by the Marathon.

c. Revisions to Bid Specifications

The Marathon reserves the right to change, modify or revise the RFP at any time. Any revisions prior to award will be posted on the City of Philadelphia website www.phila.gov/rfp with the original Opportunity Details. It is the respondent's responsibility to check the www.phila.gov/rfp website frequently to determine whether additional information has been released.

d. Contract Term

The contract resulting from this RFP will commence as of the date of execution of the contract and will terminate no later than December 31 of the calendar year that the contract commenced. Up to three (3) additional one-year term extensions may be granted, at the sole option of the Philadelphia Marathon.

e. Compensation

The Philadelphia Marathon will pay the consultant/vendor based on experience and the arrangement agreed upon. The consultant/vendor will invoice the Philadelphia Marathon, terms to be agreed upon at time of contract execution.

f. Contract Requirements

These requirements are in addition to the terms and conditions set forth in the attached form of agreement. The successful respondent shall agree to the following:

1. Non-Indebt Clause
   Respondent hereby certifies and represents that Respondent and Respondent's parent company(ies) and subsidiary(ies) are not currently indebt to the City and will not, if awarded the Agreement, at any time during the term of the Agreement (including any extensions or renewals thereof) be indebt to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, the successful Respondent 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 successful Respondent 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 Respondent shall be liable for all excess costs and other damages resulting from the termination).

The successful Respondent shall require all sub-consultants performing work in connection with the Agreement to be bound by the preceding provision and the successful Respondent shall cooperate fully with the City in exercising the rights and remedies described below or otherwise available at law or in equity.

2. Insurance
   Unless otherwise specified, the successful respondent shall, at its sole cost and expense, procure and maintain or cause to be procured and maintained , in full force and effect throughout the term of the Agreement, the types and minimum limits of insurance specified by the Philadelphia Marathon per type of goods and/or services supplied.

   All insurance shall be procured from reputable insurers authorized to do business in the Commonwealth of Pennsylvania. All insurance required herein shall be written on an "occurrence" basis and not a "claims-made" basis unless stated otherwise. At least thirty (30) days prior written notice must be given to the City in the event coverage is materially changed, cancelled or non-renewed. The successful Respondent will provide Certificates of Insurance evidencing the required coverage at least ten (10) days before work is begun and at least ten (10) days before each insurance renewal date. The ten (10) day requirement for advance documentation of coverage may be waived in situations where such waiver will benefit the Marathon, but under no circumstances shall Respondent actually begin work (or continue work, in the case of insurance renewal) without providing the required evidence of insurance. The Marathon reserves the right to require Respondent to furnish certified copies of the original policies of all insurance required under the Contract at any time upon ten (10) days prior written notice to Respondent. The 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 Respondent to the Marathon or to limit Respondent's liability under the Contract to the limits of the policies of insurance required to be maintained by Respondent hereunder.

3. Indemnification
   The successful Respondent shall indemnify, defend and hold harmless the Philadelphia Marathon, City of Philadelphia, Fairmount Park, and any and all of its officers, employees and agents, from and against any and all losses, costs (including, but not limited to, litigation and settlement costs and counsel fees and expenses), claims, suits, actions, damages, liability and expenses, occasioned wholly or in part by Respondent’s act or omission or negligence or fault or the act or omission or negligence or fault of Respondent’s agents, subcontractors, independent contractors, suppliers, employees or servants in connection with the Contract that may result from this Bid request. This includes, but is not limited to, those in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, intentional acts, failure to pay any Subcontractors and suppliers, any breach of the Contract, and any infringement or violation of any proprietary right (including, but not limited to, patent, copyright, trademark, service mark and trade secret).

4. Business Interests in Northern Ireland
   In accordance with Section 17-104 of The Philadelphia Code, the Respondent by execution of a Contract certifies and represents that (1) Respondent (including any parent company, subsidiary, exclusive distributor or company affiliated with Respondent) does not have, and will not have at any time during the Term of the Contract (including any extensions of the Term), any investments, licenses, franchises, management agreements or operations in Northern Ireland; and (2) No product to be provided to the City under the Contract will originate in Northern Ireland, unless Respondent has implemented the fair employment principles embodied in the MacBride Principles.

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

IV. Reservation of Rights and Confidentiality

By applying for a notice of contract opportunity, the Respondent understands and agrees to this reservation of rights.

I. Marathon's Reservation of Rights in Connection with the Notice of Contract Opportunity Process

The Marathon reserves and may exercise any one or more of the following rights and options with respect to its notice of contract opportunity process:

1. To reject any and all proposals and to reissue a notice of contract opportunity at any time prior to execution of a final contract;
2. To issue a new notice of contract opportunity with terms and conditions substantially different from those set forth in a previous notice of contract opportunity;
3. To issue a new notice of contract opportunity with terms and conditions that are the same or similar as those set forth in a previous notice of contract opportunity in order to obtain additional proposals;
4. To extend a notice of contract opportunity in order to allow for time to obtain additional proposals prior to the notice of contract opportunity application deadline; or,
5. To cancel a notice of contract opportunity with or without issuing another notice of contract opportunity.

II. Proposal Selection Process and Marathon's Reservation of Rights in Connection with Selection of Proposal(s) for Review

The Marathon reserves and may exercise any one or more of the following rights and options with respect to its selection process:

1. To reject any proposal if, in the Marathon's sole discretion, the proposal is incomplete, the proposal is not responsive to the requirements of a notice of contract opportunity or it is otherwise in the best interest of the Marathon to reject the proposal;
2. To supplement, amend, substitute or otherwise modify a notice of contract opportunity at any time prior to award of one or more Respondents for negotiation;
3. To reject the proposal of any Respondent that, in the Marathon's sole judgment, has been delinquent or unfaithful in the performance of any contract with the Marathon, is financially, or technically incapable or is otherwise not a responsible Respondent;
4. To reject as informal or non-responsive, any proposal which, in the Marathon's sole judgment, is incomplete, is not in conformity with applicable law, is conditioned in any way, deviates from the notice of contract opportunity or contains erasures, ambiguities, alterations or items of work not called for by the notice of contract opportunity;
5. To waive any informality, defect, non-responsiveness and/or deviation from the notice of contract opportunity that is not, in the Marathon's sole judgment, material to the proposal;
6. To permit or reject, at the Marathon's sole discretion, amendments (including information inadvertently omitted), modifications, clarifying information, alterations and/or corrections to proposals by some or all of the Respondents following proposal submission and before contract award and/or contract execution.
7. The Marathon further reserves the right to conduct on-site investigations of the Respondents' facilities or of those facilities where the Respondent performs its services. Proposals will be evaluated, in part, according to whether the Respondent meets the minimum qualifications and submits a proposal complying with all of the requirements of the notice of contract opportunity.
8. The Marathon reserves the right to enter into negotiations with any or all Respondents regarding price, scope of services, or any other term of their proposals, and such other contractual terms as the Marathon may require, at any time prior to execution of a final contract.
9. The Marathon may, at its sole election, enter into simultaneous, competitive negotiations with multiple Respondents or negotiate with individual Respondents either together or in a sequence. Negotiations with Respondent(s) may result in the expansion or reduction of the scope of services, or changes in other terms and the submitted proposals. In such event, the Marathon shall not be obligated to inform other Respondents of the changes, or to permit them to revise their proposals in light thereof unless the Marathon, in its sole

discretion, determines that doing so is in the Marathon's best interest. The Marathon may accept or reject any or all of the items in any proposal and award the contract in whole or in part if it is deemed in the Marathon's best interest.

10. In the event negotiations with any Respondent(s) are not satisfactory to the Marathon, the Marathon reserves the right to discontinue such negotiations at any time; to enter into or continue negotiations with other Respondents; to reissue the notice of contract opportunity in order to solicit new Respondents. The Marathon reserves the right not to enter into any contract with any Respondent, with or without the re-issuance of a notice of contract opportunity, if the Marathon determines that such is in the Marathon's best interest.

III Confidentiality and Public Disclosure

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

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

APPENDIX

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").[1]

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[2] 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. Firms owned and controlled by minority persons, women or disabled persons, which are certified as MBE, WBE, DSBE or DBE by an approved certifying agency may apply to the OEO for listing in its OEO Certification Registry.

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

[2] Approved certifying agencies are identified on the OEO webpage found at 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 .

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 D

LOCAL BUSINESS ENTITY OR LOCAL IMPACT CERTIFICATION

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

Applicant Name: _____

Local Business Entity Certification

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

I. During the preceding 12 months, Applicant has filed a 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

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 financial assistance 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 submission date or prior to your receipt of financial assistance in the absence of an application;
2. The name of any consultant(s) you used to help in obtaining this financial assistance and any campaign contributions they have made;
3. Any subcontractors you are planning to use if awarded this financial assistance;
4. Whether a City or Agency employee or official asked you to give money, services, or any other thing of value to any individual or entity; and
5. Whether a City or Agency 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 financial assistance 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

The types of contributions that must be disclosed include:

- Any advance or deposit of money, gift, or any other valuable thing given to a candidate or political committee for the purpose of influencing any election in the Commonwealth of Pennsylvania
- The purchase of tickets for events such as dinners, luncheons, rallies and all other fund-raising events
- Granting of rebates or discounts not available to the general public or rebates by television and radio stations and newspapers not extended on an equal basis to all candidates
- Any payments made on behalf of the candidate not made by either the candidate or their committee

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 receive financial assistance.

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 $2900

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

Effective as of January 1, 2012, 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 apply for, or enter into, any Non-Competitively Bid Contract in excess of $10,000, nor shall said individual be eligible to be a sub-contractor (at any tier) of any such contract during that candidate's or incumbent's term of office. The monetary limits in effect for individuals prior to January 1, 2012 remain in effect for purposes of determining an individual's eligibility during the two year disclosure period prior to the date an individual's application in response to a contract opportunity is due or for determining an individual's continuing compliance during the term of any such contract that is awarded to the individual. For the period February 1, 2006 through December 31, 2007, the contribution limit amount is $2,500; for the period January 1, 2008 through December 31, 2011, the contribution limit amount is $2,600.

Effective as of January 1, 2012, 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 apply for, or enter into, any Non-Competitively Bid Contract in excess of $10,000, nor shall said individual be eligible to be a sub-contractor (at any tier) of any such contract during that candidate's or incumbent's term of office. The monetary limits in effect for businesses prior to January 1, 2012 remain in effect for purposes of determining a business' eligibility during the two year disclosure period prior to the date a business' application in response to a contract opportunity is due or for determining a business' continuing compliance during the term of any such contract that is awarded to the business. For the period February 1, 2006 through December 31, 2007, the contribution limit amount is $10,000; for the period January 1, 2008 through December 31, 2011, the contribution limit amount is $10,600.

→ **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 or financial assistance
Business	A corporation, limited liability company, partnership, association, joint venture or any other legal entity (including non-profit organizations) other than 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 the financial assistance through direct or indirect communication by such individual or business with any City agency or the organization providing financial assistance or any City officer or employee or officer or employee of the organization providing financial assistance, 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	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 or financial assistance, to any of the following: – a candidate for nomination or election to any public office in the Commonwealth of Pennsylvania; – an incumbent in any public office in the Commonwealth; – a political committee or state party in the Commonwealth; or – a group, committee or association organized in support of any candidate, office holder, political committee or state party in the Commonwealth.
Financial Assistance	Any 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 individual or business applied for or requested such assistance.
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
Person	An individual, corporation, limited liability company, partnership, association, joint venture, or any other legal entity
Political committee	Any committee, club, association or other group of persons which receives money or makes expenditures for purposes of influencing any election
Solicit a Contribution	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?	☐	☐
Have you solicited or served as an intermediary for any contributions?	☐	☐
Has a member of your immediate family made any contributions over and above $2,900?	☐	☐
Has a member of your immediate family solicited or served as an intermediary for contributions over and above $2,900?	☐	☐
Check here to certify that no contributions were made.	☐	

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?	☐	☐	
Has the business solicited or served as an intermediary for any contributions?	☐	☐	
Has an officer, director, controlling shareholder, or partner of the business made any contributions? See note below.	☐	☐	☐
Has an officer, director, controlling shareholder, or partner of the business solicited or served as an intermediary for any contributions? See note below.	☐	☐	☐
Has an affiliate of the business made any contributions?	☐	☐	
Has an affiliate of the business solicited or served as an intermediary for any contributions?	☐	☐	
Has an officer, director, controlling shareholder, or partner of a for-profit affiliate of the business made any contributions? See note below.	☐	☐	
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.	☐	☐	
Has the business or an affiliate of the business reimbursed another individual or business for a contribution that the individual or business has made?	☐	☐	
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?	☐	☐	
Has a political committee controlled by the business or by an affiliate of the business made any contributions?	☐	☐	
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?	☐	☐	
Check here to certify that no contributions were made.		☐	

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 $2900 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 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 financial assistance through direct or indirect communication by such individual or business with any City agency, the organization providing financial assistance, any City officer/employee, or any officer/employee of the organization providing financial assistance, if the communication 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.	☐
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?	☐	☐
Has the Consultant solicited or served as an intermediary for any contributions?	☐	☐
Has a member of the Consultant's immediate family made any contributions over and above $2,900?	☐	☐
Has a member of the Consultant's immediate family solicited or served as an intermediary for contributions over and above $2,900?	☐	☐
Check here to certify that no contributions were made.	☐	

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.

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

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?	☐	☐	
Has the Consultant business solicited or served as an intermediary for any contributions?	☐	☐	
Has an officer, director, controlling shareholder, or partner of the Consultant business made any contributions? See note below.	☐	☐	☐
Has an officer, director, controlling shareholder, or partner of the Consultant business solicited or served as an intermediary for any contributions? See note below.	☐	☐	☐
Has an affiliate of the Consultant business made any contributions?	☐	☐	
Has an affiliate of the Consultant business solicited or served as an intermediary for any contributions? See note below.	☐	☐	
Has an officer, director, controlling shareholder, or partner of a for-profit affiliate of the Consultant business made any contributions? See note below.	☐	☐	
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?	☐	☐	
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?	☐	☐	
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?	☐	☐	
Has a political committee controlled by the Consultant business or by an affiliate of the business made any contributions?	☐	☐	
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?	☐	☐	
Check here to certify that no contributions were made.	☐		

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 $2900 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 financial assistance by filling out the appropriate information in the space provided below.

Check here to certify that no subcontractor(s) are to be used.	☐
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 Form

Please list any City employees or officers or employees/officers of the organization providing financial assistance 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.

Check here to certify that no City employees/officers or employees/officers of the organization providing financial assistance 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.	☐
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 City employees or officers employees/officers of the organization providing financial assistance 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 or financial assistance agreement for the participation of minority, women, disabled, or disadvantaged business enterprises during the two years prior to the application deadline.

Check here to certify that no City employees/officers or employees/officers of the organization providing financial assistance 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 or financial assistance agreement for the participation of minority, women, disabled, or disadvantaged business enterprises during the two years prior to the application deadline.	☐
Name of Employee/Officer	
Title	
Date of Advice	
Individual or Business Recommended to Satisfy Participation Goals	
Name of Employee/Officer	
Title	
Date of Advice	
Individual or Business Recommended to Satisfy Participation Goals	
Name of Employee/Officer	
Title	
Date of Advice	
Individual or Business Recommended to Satisfy Participation Goals	
Name of Employee/Officer	
Title	
Date of Advice	
Individual or Business Recommended to Satisfy Participation Goals	

Signature

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 respondent, signify your intent to sign these disclosure forms. The signatory hereby declares and certifies themselves to be the respondent, 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 provision of financial assistance voidable, and entitle the City (or Agency) 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***