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**REQUEST FOR PROPOSALS
for a
FY 2019 New CoC Project RFP
for The
CITY OF PHILADELPHIA**

Issued by:
THE CITY OF PHILADELPHIA ("City")
Office of Homeless Services

Electronic proposals must be received by Leticia Devonish, Director of Grants Management, at leticia.devonish@phila.gov no later than 5:00 p.m. Philadelphia, PA, local time, on Monday, August 19, 2019.

Optional Pre-Proposal Conference:

Date: Tuesday, July 30, 2019

Time: 1:00PM – 3:00PM

Location: Municipal Services Building, 1401 JFK Blvd, 16th Floor, Room Z

Jim Kenney, Mayor
Elizabeth G. Hersh, Office of Homeless Services

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I. Project Overview

A. Introduction; Statement of Purpose

The City of Philadelphia Office of Homeless Services is requesting proposals for projects that will enhance local capacity to make homelessness rare, brief, and non-recurring in our city. As Collaborative Applicant for the Philadelphia Continuum of Care (CoC), OHS holds responsibility for a local competition to select new housing projects for which applications will be submitted to the US Department of Housing & Urban Development (HUD) for potential CoC Program funding. HUD released its [FY 2019 CoC Program Competition Notice of Funding Availability \(NOFA\)](#) on July 3, 2019, which details all requirements in the FY 2019 application process. The NOFA permits funding of new housing projects of the following types:

- Permanent Supportive Housing (PSH) for chronically homeless households – Financial assistance of indefinite duration to make housing affordable, paired with supportive services, for households, with or without children, where the Head of Household has a disability. New PSH projects may be 100% dedicated to households experiencing chronic homelessness or may be designated DedicatedPLUS (see definitions in Section II.A.).
- Rapid Re-Housing (RRH) – Time-limited financial assistance to make housing affordable, paired with targeted services to support housing stability by helping participants:
 - Find private-market housing fast;
 - Pay for housing in the short term and move-in expenses;
 - Connect with jobs and services in the community.
- Joint Transitional Housing - Rapid Re-Housing (TH-RRH) – Time-limited housing assistance with supportive services, with all participants able to access temporary supportive housing used to facilitate movement from homelessness into permanent housing (e.g., transitional housing) and tenant-based RRH rental subsidy and services.

The NOFA also includes details about the availability of the \$50 million appropriated by Congress “for grants for rapid re-housing projects...and for eligible activities the Secretary determines to be critical in order to assist survivors of domestic violence, dating violence, and stalking” ([PL 166-6](#)). HUD is accepting applications to use these “DV Bonus” funds for rapid re-housing projects and Joint TH-RRH projects that will be dedicated to serving survivors of domestic violence, dating violence, or stalking who qualify as homeless under paragraph (4) of HUD’s definition (see Section II.A.).

Based on recent gaps analysis completed during Philadelphia’s process of strategic planning for the homeless assistance system, OHS seeks applications from qualified private non-profit organizations (with tax-exempt status under Section 501(c)(3) of the 1986 IRS Code as amended) for the following types of projects targeting the following subpopulations of people experiencing homelessness in Philadelphia:

	PSH	RRH	TH-RRH
Households without children, head age 25+	100% Dedicated or DedicatedPLUS	X	-
Unaccompanied Youth, ages 18-24	DedicatedPLUS only	X	X
Parenting Youth, ages 18-24		X	X
Households with children, head age 25+		X	-
Survivors of domestic violence, dating violence, sexual assault, human trafficking, and stalking	-	X	X

While proposals for projects serving all populations experiencing homelessness will be accepted and given full consideration, OHS will prioritize projects that support our system’s prioritization of those who are most vulnerable and our inadequate resources to meet their needs as a system.

All projects awarded funding through this opportunity must operate using a Housing First Approach, must provide client-level data to the Office of Homeless Services, in its role as Lead Agency for the Homeless Management Information System (HMIS), and must use the local coordinated entry system (CEA-BHRS) to accept participant referrals for their programs.¹ Projects must operate in accordance with local standards and policies.

If recommended for inclusion in Philadelphia’s FY2019 Consolidated Application to HUD for CoC Program funding and awarded funding by HUD, the services identified in this Request for Proposals will be funded by FY2019 HUD Continuum of Care Program funds for a 12-month period to begin no later than December 31, 2020. OHS will serve as the direct HUD grantee for any new project awarded through this process; the organization sponsoring the project will be a sub-recipient of the grant via a contract with OHS.

B. Department Overview

The recently-developed [Roadmap to Homes: Philadelphia’s Five-Year Strategic Plan for the Homeless Assistance System](#) demonstrates new community resolve to tackle homelessness in all its complexity. The plan reflects a dramatic shift toward a strategic, system-

¹ Victim service providers are prohibited from entering participant information into HMIS under federal guidelines, and therefore must use a comparable database in order to report data as necessary and an alternative process for participating in CEA-BHRS.

wide approach that coordinates efforts, reduces duplication, and increases efficiency, especially in the use of resources. It boldly lays out our community's commitment to maximize impact over the next five years based on a person-centered, data-driven approach to doing what works.

Through a network of partners, the Office of Homeless Services (OHS) provides leadership, coordination, planning, and mobilization of resources to make homelessness rare, brief, and non-recurring in Philadelphia. Our shared work falls into three categories:

- Prevention and diversion: Working to prevent first-time homelessness and diverting people away from shelters and into alternatives that are effective and safe for them.
- Emergency and temporary housing: Providing critically needed shelter to those who otherwise have no options and would be on the street or other places unfit for human habitation.
- Long-term housing: Securing stable housing for Philadelphia's most vulnerable residents. This includes programs like Rapid Rehousing.

Our strategy is "Housing First," providing housing to those experiencing homelessness without barriers to entry. Housing First also enables the provision of a safe, stable place to stay as the platform upon which people can build education, employment, and recovery.

Contracts resulting from this RFP will be executed by OHS' Administrative Services Division, managed and monitored by the Housing Division's Permanent Housing Unit, and evaluated by the Policy, Planning, and Performance Management Division.

C. Project Background

The Consolidated Appropriations Act of 2019, which became [Public Law 116-6](#), authorizes funding for Homeless Assistance Grants and directs HUD in the distribution of those funds. Congress authorized approximately \$2.2 billion to be made competitively available through HUD's FY 2019 CoC Program Competition Notice of Funding Availability (NOFA), including up to \$50 million available for Domestic Violence (DV) Bonus projects. All instructions for the FY 2019 application process, including requirements for the entire CoC Consolidated Application, are included in the FY 2019 NOFA, which makes available funding of up to \$2.254 billion.

As Philadelphia CoC's Collaborative Applicant, OHS holds responsibility for submitting the community's CoC Consolidated Application—the CoC Application, CoC Priority Listing that lists all project applications accepted and ranked or rejected in the CoC local competition, and the Project Application(s)—during the CoC Program Competition. The NOFA requires Collaborative Applicants to rank all projects other than CoC planning, including new projects, in the CoC's Consolidated Application.

Projects selected from responses to this RFP will be included in Philadelphia's FY2019 Consolidated Application for CoC Program funding. The FY2019 NOFA continues to allow CoCs to submit applications for new projects created through reallocation, bonus, or a combination of reallocation and bonus, as well as for new DV Bonus projects.

- Reallocation. Reallocation is a process that CoCs use to shift funds in whole or in part from existing eligible renewal projects to create one or more new projects. For years, HUD has strongly encouraged Continuums of Care (CoCs) to reallocate funding from existing projects to interventions that more effectively reduce homelessness. The Philadelphia CoC is committed to reallocating funding from existing renewal projects to fund new projects for the following reasons: underspending, low performance, and high cost. Philadelphia generally reallocates around \$1.5 million annually. Reallocated funds may be requested for new permanent supportive housing (PSH), rapid re-housing (RRH), joint transitional housing- rapid re-housing (TH-RRH), supportive services only for coordinated entry (SSO), and Homeless Management Information (HMIS) projects.
- Bonus. CoCs may apply for a certain amount of “bonus” funds, i.e., funding in addition to that amount subject to renewal. To be eligible to receive a bonus project, a CoC must demonstrate that it ranks projects based on how they improve system percentage. For FY 2019, Philadelphia CoC may apply for slightly less than \$1.7 million in “CoC Bonus” funding for new 100% Chronic-Dedicated or DedicatedPLUS permanent supportive housing (PSH), rapid re-housing (RRH), joint transitional housing- rapid re-housing (TH-RRH), supportive services only for coordinated entry (SSO-CE), and Homeless Management Information (HMIS) projects. Philadelphia may apply for approximately \$3.1 million in “DV Bonus” funding, for new RRH, TH-RRH, and SSO-CE projects that will be dedicated to serving survivors of domestic violence, dating violence, or stalking who qualify as homeless under paragraph (4) of HUD’s definition (see Section II.A.).

In Philadelphia, demand for homeless housing far exceeds supply. People experiencing homelessness need housing, first and foremost. Permanent supportive housing, rapid re-housing, and prevention assistance all provide rental subsidy and supportive services, each targeted to households and subpopulations requiring a specific level of service. Limited resources mean few openings in supportive housing for those who need that level of support, rapid re-housing that is less than rapid, and entries to emergency shelter that could have been prevented with modest assistance to remain in a safe home.

With implementation of Coordinated Entry, called the Coordinated Entry and Assessment-Based Housing Referral System (CEA-BHRS) or “sea breeze” locally, the Philadelphia homeless assistance system has increasingly focused on prioritizing assistance based on vulnerability and severity of service needs to ensure households needing help the most receive it in a timely manner. While proposals for projects serving all populations experiencing homelessness will be accepted and given full consideration, for the purposes of CoC Program funding, OHS will prioritize projects that support our system’s prioritization of those who are most vulnerable and our greatest gaps in meeting their needs as a system.

Within the population of people at risk of or experiencing homelessness are numerous identified subpopulations, each of which has distinct needs. The homeless assistance system is committed to serving each subpopulation in a culturally competent manner. However, based on review of system data, though the system has gaps in resources as compared to identified need for all subpopulations, the gaps can be represented from greatest to smallest as follows:

1. Households without children

2. Youth ages 18-24, including parenting youth
3. Survivors of domestic violence, dating violence, sexual assault, human trafficking, and stalking
4. Households with children

D. Request for Proposals

The Office of Homeless Services requests proposals for new or expanded homeless-dedicated housing projects to be included in the Philadelphia Continuum of Care Consolidated Application to HUD for FY2019 Continuum of Care Program Funding. If HUD awards funding for a project selected through this Request for Proposals, OHS will serve as the direct HUD grantee for any new project awarded through this process; the organization sponsoring the project will be a sub-recipient of the grant via a contract with OHS. In accordance with HUD regulations, the sub-recipient must be a private nonprofit organization, defined in 24 CFR §578.3 as meeting the following criteria:

1. No part of the net earnings of which inure to the benefit of any member, founder, contributor, or individual;
2. Has a voluntary board;
3. Has a functioning accounting system that is operated in accordance with generally accepted accounting principles, or has designated a fiscal agent that will maintain a functioning accounting system for the organization in accordance with generally accepted accounting principles; and
4. Practices nondiscrimination in the provision of assistance.

Proposals will be accepted from private nonprofit organizations for the following project types and target populations (see definition of terms in Section II.A.):

1. **Rapid Re-Housing (RRH)** – for all households meeting Category 1 or 4 of HUD’s definition of homelessness
2. **Permanent Supportive Housing (PSH)**
 - (a) For households without children, must either dedicate 100% of project capacity to individuals experiencing chronic homelessness or meet the requirements of HUD DedicatedPLUS designation
 - (b) For households with children (including parenting youth) and/or unaccompanied youth ages 18-24, must meet requirements of HUD DedicatedPLUS designation
3. **Joint Transitional Housing – Rapid Re-Housing (TH-RRH)**
 - (a) For households with heads ages 18-24 (with or without children)
 - (b) For survivors of domestic violence, dating violence, sexual assault, human trafficking, or stalking

While proposals for projects serving all populations experiencing homelessness will be accepted and given full consideration, OHS will prioritize projects that meet our greatest unmet needs as a system, i.e.:

1. Households without children

2. Youth ages 18-24, including parenting youth
3. Survivors of domestic violence, dating violence, sexual assault, human trafficking, and stalking
4. Households with children.

Proposals received in response to this RFP will be independently reviewed and scored by a review panel, who will recommend to the Roadmap to Homes (Philadelphia CoC) Board which new projects should be included in the Philadelphia CoC 2019 Consolidated Application for HUD CoC Program Funds. Typically, multiple projects are selected for inclusion, with the Office of Homeless Services working with providers to adjust project budgets to maximize potential use of eligible funding. The Office of Homeless Services reserves the right to submit an application for new project funding without an identified sub-recipient, should the review panel and/or Board determine that the proposals received inadequately address the range of community needs. If awarded funding for such projects, Homeless Services will identify an appropriate sub-recipient through a second RFP.

Upon Board approval, Homeless Services will compile and submit new project applications to HUD on behalf of applicant organizations, as part of the community's Consolidated Application. Final decisions regarding funding awards will be made by HUD via a national competitive process. If recommended for inclusion in Philadelphia's FY 2019 Consolidated Application to HUD for CoC Program funding and awarded funding in HUD's competition, the services identified in this Request for Proposals will be funded by FY2019 HUD Continuum of Care Program funds for a 12-month period to begin no later than December 31, 2020. The applicant organization will enter into a contract with the Office of Homeless Services as a sub-recipient of the HUD funds.

In addition to complying with HUD requirements, projects awarded funding through this opportunity must operate using a Housing First Approach, must provide client-level data to the Office of Homeless Services, in its role as Lead Agency for the Homeless Management Information System (HMIS), and must use the local coordinated entry system (CEA-BHRS) to accept participant referrals for their programs. Projects also must operate in accordance with all local standards and policies.

E. General Disclaimer of the City

This RFP does not commit the City of Philadelphia to award a contract. This RFP and the process it describes are proprietary to the City and are for the sole and exclusive benefit of the City. No other party, including any Applicant, is intended to be granted any rights hereunder. Any response, including written documents and verbal communication, by any Applicant to this RFP, shall become the property of the City and may be subject to public disclosure by the City, or any authorized agent of the City. The City is not liable for any costs incurred by Applicants in preparing and submitting a proposal in response to this RFP or for any costs and expenses incurred in meeting with or making oral presentations to the City if so requested.

II. Scope of Work

A. Definitions

Unless specified otherwise, the following words, phrases, abbreviations and/or acronyms have the following meanings:

100% Chronic Dedicated PSH – A permanent supportive housing project that is dedicated specifically for serving chronically homeless individuals and/or families. When a program participant exits the project, the unit must be filled by another chronically homeless participant household unless there are no chronically homeless households located within the CoC's geographic area. This concept only applies to permanent supportive housing projects.

Annual Performance Report (APR) – An annual report produced by HUD McKinney-Vento funding recipients to track project progress and outcomes, including measures of service utilization, increases in participant resources, length of participation, and destination at exit.

Bonus Funding – An additional amount of money for which CoCs may apply to create new projects, calculated as a percentage of total renewal eligibility. The percentage is specified in each year's NOFA. CoCs may apply for more than one bonus project provided they demonstrate the ability to reallocate lower performing projects to create new, higher-performing projects. For a CoC to receive bonus funding for a new project, the CoC must demonstrate that all project applications are evaluated and ranked based on the degree to which they improve the CoC's system performance.

Chronically homeless (HUD definition at 24 CFR §578.3, effective January 15, 2016):

1. A "homeless individual with a disability," as defined in section 401(9) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(9)), who:
 - i. Lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; AND
 - ii. Has been homeless and living as described in paragraph (1)(i) of this definition continuously for at least 12 months or on at least 4 separate occasions in the last 3 years, as long as the combined occasions equal at least 12 months and each break in homelessness separating the occasions included at least 7 consecutive nights of not living as described in paragraph (1)(i). Stays in institutional care facilities for fewer than 90 days will not constitute as a break in homelessness, but rather such stays are included in the 12-month total, as long as the individual was living or residing in a place not meant for human habitation, a safe haven, or an emergency shelter immediately before entering the institutional care facility; OR
2. An individual who has been residing in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria in paragraph (1) of this definition, before entering that facility; OR
3. A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in paragraph (1) or (2) of this definition, including a family whose composition has fluctuated while the head of household has been homeless

Clearinghouse – Supportive Housing Clearinghouse provides housing opportunities to homeless individuals who currently reside in shelter, behavioral health, transition and recovery housing facilities. The Clearinghouse provides a single point of housing access for households in the Health and Human Services priority populations who have both a services and housing need. It also provides permanent housing options for people with disabilities.

Collaborative Applicant – Entity designated by a CoC to submit an annual CoC Consolidated Application for funding on its behalf. The Collaborative Applicant also applies for a grant to support CoC Planning. The Office of Homeless Services is the Collaborative Applicant for Philadelphia CoC.

Continuum of Care (CoC) – A group of stakeholders in a local system of services and supports, organized to carry out responsibility of coordinating a community-based process for identifying needs and building a local system of response to make homelessness rare, brief, and non-recurring. HUD requires each CoC to have a governing Board to act on behalf of the Continuum. Philadelphia’s CoC is now known locally as the Roadmap to Homes (RtH) community.

Continuum of Care (CoC) Program – Federal homeless assistance grants awarded competitively by HUD, authorized in [the Homeless Emergency Assistance and Rapid Transition to Housing \(HEARTH\) Act of 2009](#). Applicants in a community submit a consolidated application to HUD that includes all individual project requests, ranked by the community in order of funding priority. All projects funded by the CoC Program must also comply with all [HUD regulations](#) and [NOFA requirements](#) established for the CoC Program.

Coordinated Entry & Assessment-Based Housing Referral System (CEA-BHRS, pronounced “sea breeze”) – Philadelphia’s coordinated entry system, a process designed to coordinate program participant access and referral to homeless assistance services and housing by using a standardized assessment and system-wide prioritization factors. All projects funded through this RFP are required to participate in CEA-BHRS. Current [CEA-BHRS Policies and Procedures](#) are available [online](#).

Dedicated PLUS PSH (as defined in FY2018 NOFA)– A permanent supportive housing project in which 100% of the beds are dedicated to serve individuals with disabilities and/or families in which one adult or child has a disability, including unaccompanied homeless youth, who at intake are:

- experiencing chronic homelessness as defined in 24 CFR §578.3; OR
- residing in a transitional housing project that will be eliminated and meets the definition of chronically homeless in effect at the time in which the individual or family entered the transitional housing project; OR
- residing in a place not meant for human habitation, emergency shelter, or safe haven; but the individuals or families experiencing chronic homelessness as defined at 24 CFR §578.3 had been admitted and enrolled in a permanent housing project within the last year and were unable to maintain a housing placement; OR
- residing in transitional housing funded by a Joint TH and PH-RRH component project and who were experiencing chronic homelessness as defined at 24 CFR §578.3 prior to entering the project; OR

- residing and has resided in a place not meant for human habitation, a safe haven, or emergency shelter for at least 12 months in the last three years, but has not done so on four separate occasions; OR
- receiving assistance through a Department of Veterans Affairs (VA)-funded homeless assistance program and met one of the above criteria at initial intake to the VA's homeless assistance system.

DV Bonus – Up to \$50 million designated by Congress “to be made available for grants for rapid re-housing projects...and for eligible activities the Secretary determines to be critical in order to assist survivors of domestic violence, dating violence, and stalking” ([PL 116-6](#)). The NOFA specifies that the funding is for projects dedicated to survivors of domestic violence, dating violence, or stalking who qualify under paragraph (4) of the definition of homeless at 24 CFR 578.3 (see above). Sections II.B.3 and II.B.10.e of the FY 2019 NOFA address specific project application requirements and how DV Bonus projects will be reviewed and selected.

Expansion projects – A new project application submitted by a renewal project applicant to expand its current operations by adding units, beds, persons served, services provided to existing program participants. For FY2019, two types of expansion projects are permitted:

- ***Expanding CoC Program Projects***, a new project application to expand the current operations of an eligible CoC Program renewal project. For projects expanding current CoC Program-funded projects, project applicants will be required to submit three project applications in the HUD competition: the renewal project application, a new project application for the expansion; and a renewal project application that combines the two. HUD will not fund capital costs (i.e., new constructions, rehabilitation, or acquisition) for expansion of an existing eligible CoC Program renewal project.
- ***Expanding a non-CoC Program funded project***, a new project application that requests CoC Program funds to add to a current homeless project that is funded from sources other than CoC Program funds. Project applicants are prohibited from using CoC Program funds to replace state and local funds.

Homeless (HUD definition at 24 CFR §578.3) – HUD’s definition of homelessness includes 4 categories of experiences. CoC Program funds support the needs of individuals and families in categories 1 and 4:

- **Category 1: Literal homelessness** – lacking a fixed, regular, and adequate nighttime residence, meaning:
 - o Sleeping in a place not designed for or ordinarily used as habitation, including a car, park, abandoned building, bus or train station, airport, or camping ground OR
 - o Having temporary living arrangements, including living in an emergency shelter, transitional housing, hotels and motels paid for by a nonprofit or government program OR
 - o Exiting an institution (e.g. jail, hospital) after 90 or fewer days, having resided in emergency shelter or a place not meant for human habitation immediately before entering the institution
 - **Category 4: Fleeing/Attempting to flee domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions related to violence**
 - o Fleeing or attempting to flee violence that has either taken place within the household’s primary nighttime residence or has made the household afraid to return to that residence
- AND

- o Having no subsequent residence identified AND
 - o Lacking the resources or support networks needed to obtain other permanent housing.
- The FY 2019 NOFA clarifies that persons who are fleeing or attempting to flee human trafficking may qualify as homeless under paragraph (4) and, therefore, the individuals may be eligible for certain forms of homeless assistance under the CoC Program, subject to other restrictions that may apply. HUD considers human trafficking, including sex trafficking, to be “other dangerous or life-threatening conditions that relate to violence against the individual or family member” under paragraph (4).

Additionally, any youth-serving provider funded under the FY 2019 NOFA may serve unaccompanied youth aged 24 and under (or families headed by youth aged 24 and under) who have an unsafe primary nighttime residence and no safe alternative to that residence. HUD interprets “living in unsafe situations” as having an unsafe primary nighttime residence and no safe alternative to that residence. These youth-related requirements supersede any conflicting requirements.

Homeless individual with a disability (statutory definition at 42 USC § 11360(9)(A)) – An individual who is homeless (as defined above) and has a disability that—

- is expected to be long-continuing or of indefinite duration; AND
- substantially impedes the individual’s ability to live independently; AND
- could be improved by the provision of more suitable housing conditions; AND
- is a physical, mental, or emotional impairment, including an impairment caused by alcohol or drug abuse, post-traumatic stress disorder, or brain injury;

OR THAT

- is a developmental disability, as defined in 42 USC § 15112(1); OR
- is the disease of acquired immunodeficiency syndrome (AIDS) or any condition arising from the etiologic agency for acquired immunodeficiency syndrome.

Housing First – A model of housing assistance that prioritizes rapid placement and stabilization in safe, decent and affordable housing for people experiencing homelessness as quickly as possible, thus ending their homelessness. Although a person experiencing homelessness may benefit from supportive services, such as mental health or substance abuse counseling, permanent housing provided with a Housing First approach does not have service participation requirements or preconditions (such as sobriety or a minimum income threshold). Projects awarded through this opportunity must operate using a Housing First Approach (see section II.H.2.).

Housing Stabilization Specialist (HSS) – An individual who helps clients find appropriate housing according to their needs. The HSS is tasked to research, analyze, and gather housing data in order to provide your clients with choices and help clients understand contracts and apply for housing programs.

Homeless Management Information System (HMIS) – A local information technology system used to collect client-level data and data on the provision of housing and services to people experiencing and at risk of homelessness. Philadelphia’s HMIS is called ClientTrack. All projects awarded funding through this opportunity must provide client-level data to the local HMIS Lead (see section II.K.). The Office of Homeless Services serves as Philadelphia’s HMIS Lead.

HUD System Performance Measures (SPM) – A set of standard performance measures for homeless assistance systems as a whole, independent of funding source, which HUD requires all communities to use to gauge their progress in preventing and ending homelessness.

Human Trafficking – A form of modern-day slavery in which traffickers use force, fraud, or coercion to control victims for the purpose of engaging in commercial sex acts or labor services against his/her/their will. HUD will consider an individual or family as homeless under Category 4 of the homeless definition under the following circumstances where an individual or family is fleeing or attempting to flee human trafficking that has:

- either taken place within the individuals or family's primary night-time residence; OR
- made the individual or family afraid to return to their primary night-time residence;

AND

- the individual or family has no other residence; OR
- the individual or family lacks the resources or support networks to obtain other permanent housing.

Joint TH and RRH Project – The Joint TH and PH-RRH component project combines transitional housing and rapid rehousing in a single project to serve individuals and families experiencing homelessness. HUD will require the recipient to adopt a Housing First approach across the entire project. When a program participant is enrolled in a Joint TH and PH-RRH component project, the sub-recipient must be able to provide both components, including the TH and the tenant-based RRH rental assistance and services, to all participants.

Leverage – Leverage is the non-match cash or non-match in-kind resources committed to making a CoC Program project fully operational. This includes all resources in excess of the required 25 percent match for CoC Program funds as well as other resources that are used on costs that are ineligible in the CoC Program. Leverage funds may be used for any program related costs, even if the costs are not budgeted or not eligible in the CoC Program. Leverage may be used to support any activity within the project provided by the recipient or subrecipient.

Notice of Funding Availability (NOFA) – Notice of a federal funding opportunity, which includes funding purpose, applicant and project eligibility, program requirements, application and submission instructions, funding and selection criteria, selection priorities, award administration information, and agency contacts.

Participant – The term that Philadelphia's Office of Homeless Services uses for any person who is at-risk of, is experiencing, or has experienced homelessness who engaged with some part of our homeless services system.

Permanent Supportive Housing (PSH) – Permanent housing in which supportive services are provided to assist homeless persons with a disability to live independently.

Rapid Re-Housing (RRH) – An intervention that rapidly connects people to permanent housing through housing identification, rent and move-in assistance, and case management and services.

Reallocation – Using renewal funding eligibility to support new projects, by reducing or eliminating the budget of an existing project eligible for renewal and repurposing those funds. In recent years, HUD has strongly encouraged communities to reallocate significant amounts to

improve their systems' performance. Reallocation is the primary mechanism for securing CoC funding for new homeless assistance projects.

Roadmap to Homes (RtH) – The title of Philadelphia's 5-Year Strategic Plan for the Homeless Assistance System, released in September 2018 and also the name of the community of stakeholders who will be involved in the implementation of that plan, which is alternatively referred to as the Philadelphia Continuum of Care.

Transitional Housing (TH) – Time-limited supportive housing used to facilitate the movement of people experiencing homelessness to permanent housing within 24 months.

US Department of Housing and Urban Development (HUD) – The federal agency responsible for national policy and programs that address the country's housing needs.

Youth-serving provider - a private nonprofit organization whose primary mission is to provide services to youth aged 24 and under and families headed by youth aged 24 and under.

B. Project Details

The Department's objectives for projects solicited through this RFP include the following:

- Increase community supply of homeless housing by creating new projects that improve Philadelphia's overall performance on HUD System Performance Measures, specifically, for projects to help effectuate:
 - Fewer people on the streets or in temporary housing programs (i.e., emergency shelter, safe haven, or transitional housing);
 - Shorter experience of homelessness;
 - More moves from homelessness to permanent housing;
 - Less time from housing assessment to referral and from referral to permanent housing move-in;
 - More people with increased income;
 - Few people falling back into homelessness after securing housing.
- Increase community capacity to respond to the needs of subpopulations of people experiencing homelessness in Philadelphia, especially:
 - Households without children;
 - Youth ages 18-24, including parenting youth,
 - Survivors of domestic violence, dating violence, sexual assault, human trafficking, and stalking;
 - Households with children;
 - Households experiencing chronic homelessness.
- Invest available resources strategically, including by targeting, prioritizing, or repurposing resources based on need and program performance data and by maximizing leverage of limited available HUD funding, while exploring a range of options and approaches for bringing supply in line with demand.
- Provide a high quality, person-centered experience within the homeless assistance system.

- Establish the Housing First approach as a whole-system orientation and response.
- Connect people in the homeless system to workforce development and employment opportunities.

The Applicant's proposed scope of work should address each objective specifically and describe in detail how the Applicant will achieve the objective, or how the Applicant will enable the Department to achieve the objective.

This *Section II, Scope of Work* states requirements for the project, including the services and the tangible work products to be delivered, and the tasks the Department has identified as necessary to meet those requirements. The Department reserves the right, however, to modify specific requirements, based on changed circumstances (such as a change in business or technical environments), the proposal selection process, and contract negotiations with the Applicant(s) selected for negotiations, and to do so with or without issuing a revised RFP. The Applicant must provide in its proposal a detailed proposed scope of work showing how it will meet the project requirements stated in this Section II.

C. Services and Tangible Work Products

Applications for new housing projects must demonstrate the ability to carry out proposed Services and required Tangible Work Products. Applicants may propose additional or revised tasks and activities, as needed to achieve the project objectives.

1. Services

The Department requires that services are provided and appropriate for the proposed population. Service listed below are eligible under this funding source, including the specific tasks and work activities described. Applicant's proposed scope of work should state in detail how it will carry out each task, including the personnel/job titles (as identified in Section G, *Organizational and Personnel Requirements*) responsible for completing the task.

All projects must provide housing assistance in accordance with the project type and supportive services for project participants. All CoC Program-funded supportive services must be necessary to assist program participants to obtain and maintain housing. The Philadelphia CoC will prioritize proposed use of CoC Program funding for the following types of eligible services.

Eligible Cost	Description
Annual Assessment of Service Needs	Conducting an annual assessment of the service needs of the program participants and making adjustments as required by § 578.53(a)(2)
Assistance with Moving Costs	Reasonable one-time moving costs, including truck rental and hiring a moving company
Case Management	Assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant(s). Component services and costs include:

	<ul style="list-style-type: none"> ▪ Counseling ▪ Developing, securing, and coordinating services ▪ Using the centralized or coordinated assessment system as required under 24 CFR part 578.23(c)(9) ▪ Obtaining Federal, State, and local benefits ▪ Monitoring and evaluating program participant progress ▪ Providing information and referrals to other providers ▪ Providing ongoing risk assessment and safety planning for victims of domestic violence, dating violence, sexual assault, and stalking ▪ Developing an individualized housing and service plan, including a path to permanent housing stability
Housing Search and Counseling	<p>Helping eligible program participants locate, obtain, and retain suitable housing. Component services or costs include:</p> <ul style="list-style-type: none"> ▪ Tenant counseling; helping individuals and families understand leases; securing utilities; and making moving arrangements ▪ Mediation with property owners and landlords on behalf of eligible program participants ▪ Credit counseling, accessing a free personal credit report, and resolving personal credit issues ▪ Payment of rental application fees
Life Skills Training	<p>Teaching critical life management skills that may never have been learned or have been lost during the course of physical or mental illness, domestic violence, substance abuse, and homelessness but that are necessary to assist the program participant in functioning independently in the community. Such life management skills include the budgeting of resources and money management; household management; conflict management; shopping for food and needed items; nutrition; the use of public transportation; and parent training.</p>
Transportation	<ul style="list-style-type: none"> ▪ Program participants' travel on public transportation or in vehicles provided by the housing provider to/from medical care, employment, child care, or other eligible services ▪ Mileage allowance for service workers to visit program participants and carry out housing quality inspections ▪ The costs associated with the purchase or lease of a vehicle (gas, insurance, taxes, maintenance in which staff transports program participants and/or staff serving program participants) ▪ The cost of a housing provider's staff assigned to accompany or assist program participants in using public transportation.
Utility Deposits	<p>Utility deposits, which must be a one-time fee, paid to utility companies. (Certain other move-in costs, including security deposits and first and last months' rent, are eligible costs under leasing and rental assistance.)</p>

Additional supportive services that may be provided by the applicant or its partners include, but are not limited to:

Eligible Cost	Description
Child Care	<p>Establishing and operating child care; providing child care vouchers and meals and snacks for children from families experiencing homelessness; and delivering comprehensive and coordinated developmental activities, provided that:</p> <ul style="list-style-type: none"> ▪ Children are under age 13, unless they have a disability ▪ Disabled children are under age 18 ▪ <u>The child care center is licensed by the jurisdiction in which it operates in order for its costs to be eligible</u>
Education Services	<p>Improving knowledge and basic educational skills, including:</p> <ul style="list-style-type: none"> ▪ Instruction or training in consumer education, health education, substance abuse prevention, literacy, English as a Second Language, and General Educational Development (GED) ▪ Component services, including screening, assessment, and testing; individual or group instruction; tutoring; provision of books, supplies, and instructional material; counseling; and referral to community resources
Employment Assistance and Job Training	<p>Establishing and operating employment assistance and job training programs, including:</p> <ul style="list-style-type: none"> ▪ Classroom, online, and/or computer instruction <ul style="list-style-type: none"> ○ On-the-job instruction ○ Services that assist individuals in securing employment, including: ○ Employment screening, assessment, or testing ○ Structured job skills and job-seeking skills ○ Special training and tutoring, including literacy training and pre-vocational training ○ Books and instructional material ○ Counseling or job coaching ○ Referral to community resources ▪ Services that assist individuals in acquiring learning skills that can be used to secure and retain a job, including the acquisition of vocational licenses and/or certificates ▪ Services that assist individuals in increasing their earning potential ▪ The cost of providing reasonable stipends to program participants in employment assistance and job training programs
Food	<p>Providing meals or groceries to program participants. Pursuant to the provisions of 24 CFR part 578.75(e), housing providers who use CoC program funds to provide supportive housing for homeless persons with disabilities must provide residents with meals or meal preparation facilities.</p>
Legal Services	<p>Advice and representation in matters that interfere with a homeless individual's or family's ability to obtain and retain housing with respect to:</p> <ul style="list-style-type: none"> ▪ Eligible subject matters such as child support; guardianship; paternity; emancipation; legal separation; orders of protection and other civil remedies for victims of domestic violence, dating violence, sexual assault, and stalking; appeal of veterans and public benefit claim denials; landlord tenant disputes; and the

	<p>resolution of outstanding criminal warrants</p> <ul style="list-style-type: none"> ▪ Preparing cases for trial, provision of legal advice, representation at hearings, and counseling <p>The following legal services are ineligible as supportive services:</p> <ul style="list-style-type: none"> ▪ Legal services for immigration and citizenship matters and issues related to mortgages and homeownership ▪ Retainer fee arrangements and contingency fee arrangements
Mental Health Services	<p>Direct outpatient treatment of mental health conditions provided by licensed professionals. Eligible services may include crisis intervention; counseling; individual, family, or group therapy sessions; the prescription of psychotropic medications or explanations about the use and management of medications; and combinations of therapeutic approaches to address multiple problems.</p>
Outpatient Health Services	<p>Direct outpatient treatment of medical conditions when provided by licensed medical professionals, such as:</p> <ul style="list-style-type: none"> ▪ Providing an analysis or assessment of an individual's health problems and development of a treatment plan ▪ Helping individuals understand their health needs ▪ Providing medical treatment or helping individuals obtain and comply with appropriate medical treatment ▪ Providing preventive medical care and health maintenance services, including in-home health services and emergency medical services ▪ Providing appropriate medication ▪ Providing follow-up services ▪ Providing preventive and non-cosmetic dental care
Outreach Services	<p>Outreach activities, including transportation and cell phone costs for outreach workers, for the purpose of providing immediate support and intervention and identifying potential program participants. Eligible services include the following:</p> <ul style="list-style-type: none"> ▪ Initial assessment ▪ Crisis counseling ▪ Addressing urgent physical needs, such as providing meals, blankets, clothes, or toiletries ▪ Actively linking and providing people with information and referrals to homelessness and mainstream programs ▪ Publicizing the availability of the housing and/or services provided within the Continuum of Care
Substance Abuse Treatment Services	<p>Participant intake and assessment, outpatient treatment, group and individual counseling, and drug testing. The costs of inpatient detoxification and other inpatient drug or alcohol treatment are ineligible under CoC program supportive services.</p>

Project Type-Specific Service Requirements - RRH (including the RRH component of Joint TH-RRH) - Time limited financial assistance of indefinite duration to make housing affordable, paired with supportive services to support housing stability by helping participants find private-

market housing quickly, pay for housing in the short term and move in expenses and connect with jobs in the community.

Required Core Services:

- *Intake and Housing Search:* Applicants must assist households in identifying affordable market-rate and subsidized housing opportunities. Applicant will work with participant to secure a rental unit within 30 days after participant's intake appointment. This includes:
 - Meeting with the individual or family to determine most appropriate housing options;
 - In conjunction with the participant/household, applying for one (1) free credit report to review possible housing barriers;
 - Identifying and showing at least three (3) potential rental housing units to each Rapid Re-housing participant/household;
 - Ensure participant choice in securing housing.

The goal of housing identification is to find housing for people quickly. Programs should work to recruit landlords continuously, as more partnerships are available, the greater the opportunity to rapidly house those that need it.

- *Rent and Move-In Assistance:* Applicants will work with each head of household to determine the type and amount of financial assistance needed to secure permanent housing. The Housing Stabilization Specialist (HSS) will also negotiate rents with the potential landlord. Maximum amount of financial assistance per household is based on the Fair Market Rent for the unit size and a rent reasonable review. Each household is limited to a maximum of 24 months of assistance. Related services include:
 - Accurately calculating the amount of Rapid Re-housing rental assistance to be provided to each household using the Office of Homeless Services' rental calculation worksheet;
 - Educating participants on tenants' rights and responsibilities regarding safety and health standards and assisting with understanding leases;
 - Assistance with securing utilities and furniture, making moving arrangements and reviewing housekeeping;
 - Financial counseling, including household budgeting, money management, accessing a free credit report, and resolving personal credit issues;
 - Representative payee services for rent and utilities;
 - Mediation;
 - Regular assessment of need for additional rental assistance.
- *Housing Counseling/Stabilization Case Management:* Applicants will provide housing counseling services in order to help participants retain suitable housing once housed, by connecting them to services and supports if needed. Case management should focus on helping people navigate barriers that may stand in the way of securing and maintaining housing, and should also strive to build a support system by connecting them with people and programs in the community. Required services include:
 - Assisting participant households in completing a housing stability plan (after moving into a unit);
 - Provide Housing Stabilization case management services at least monthly to R participant households receiving ongoing (more than one month) rental assistance;
 - Providing each participant household requiring more than one (1) month rental assistance with a minimum of four (4) linkages/referrals, e.g. financial

- management/budgeting, tenants' rights/responsibility course, income enhancers (employment, job fairs, and/or public benefits), low-income utility assistance programs, and family court for households with minor children not receiving child support;
- Referring households to other appropriate resources, if more intensive supportive services or long-term assistance is needed;
- Providing participant households who will need ongoing rental subsidy after the Rapid Re-housing assistance ends with opportunities to link to/apply for longer-term subsidized housing.
- Applicants must also provide each Rapid Re-housing participant/household instructions on how to appeal decisions (termination, rental assistance determination, extending rental assistance) made by the Rapid Re-housing provider.

Project Type-Specific Service Requirements – Joint TH-RRH: When a program participant is enrolled in a Joint TH and PH-RRH component project, the subrecipient must be able to provide both components, including the units supported by the transitional housing component and the tenant-based rental assistance and services provided through the PH-RRH component, to all participants. A program participant may choose to receive only the transitional housing unit or the assistance provided through the rapid re-housing component.

Joint component projects are not intended to replace transitional housing projects that have been reallocated or lost funding in recent years. Instead, they provide a new way to meet some of the pressing challenges that communities are facing. They provide a safe place for people to stay – crisis housing – with financial assistance and wrap around supportive services determined by program participants to help them move to permanent housing as quickly as possible. Stays in the crisis housing portion of these projects should be brief and without preconditions, and participants should quickly move to permanent housing.

Required services: Joint TH-RRH projects must have capacity to provide required services of both TH and RRH. They must provide these services in alignment with the following framework:

- Housing First approach with participant-driven service models and a focus on helping people move to permanent housing as quickly as possible. Participants cannot be required to participate in treatment or services to receive assistance;
- Low barriers to entry and accommodation of people with possessions, partners, pets, or other needs;
- Emphasis on participant choice by helping participants find permanent housing based on their unique strengths, needs, preferences, and financial resources. Participants will choose when they are ready to exit the crisis housing portion of the project and move to permanent housing, with providers assisting participants with this move;
- Providing or connecting participants to resources that help them improve their safety and well-being and achieve their goals;
- Targeting and prioritizing people experiencing homelessness with higher needs and who are most vulnerable.

2. Tangible Work Products

The Department requires completion and delivery of at least the tangible work products listed below. The proposed scope of work should state in detail how the Applicant will produce each work product, including the personnel/job titles (as identified in Section II.G, *Organizational and Personnel Requirements*), that will be responsible for delivering the work product. For each work product, the Applicant should propose criteria for satisfactory completion and delivery. Applicants may propose additional or revised tangible work products, but should explain why each is necessary to achieve the project objectives.

- **HUD Annual Progress Report (APR)** - HUD requires Continuum of Care (CoC) recipients to submit Annual Performance Reports (APRs) within 90 days from the end of their grant operating year. The purpose of the APR is to report to HUD on the yearly performance of the projects funded by the CoC Program, tracking project progress and outcomes, including measures of service utilization, increases in participant resources, length of participation, and destination at exit. APRs are also used by the CoC and OHS as the Collaborative Applicant to measure project performance and identify the impact of projects on overall system performance. For any projects selected pursuant to this opportunity, the applicant must submit an APR to OHS no later than sixty (60) days after the close of the operating year, in advance of submitting the APR to HUD.
- Once awarded funding, following the first operating year of a project, the applicant must submit a **Philadelphia CoC Local Renewal Application** in order for an application for renewal funding of this project to be considered for inclusion in Philadelphia's Continuum of Care (CoC) Consolidated Application.

D. Timetable

If recommended for inclusion in Philadelphia's FY2019 Consolidated Application to HUD for CoC Program funding and awarded funding by HUD, the services identified in this Request for Proposals will be funded by FY2019 HUD Continuum of Care Program funds for a 12-month time period to begin no later than December 31, 2020. The Department anticipates that the work required under this RFP will be initiated promptly in accordance with the requirements of the NOFA. Grant terms, and associated grant operations, may not exceed beyond the availability of funds. Applicants must plan accordingly and only submit applications that can start operations in a timely manner with sufficient time to complete post award process within the awarded grant term. Applicants must demonstrate a reasonable management plan and method for assuring effective and timely completion of all work, including with no delay in service provision to participants, operation of CoC management systems, or the leasing of units for reasonable rents.

HUD strongly encourages all rental assistance to begin within 12 months of award. The City reserves the right to change requirements related to timeliness of expenditures for final applications submitted to HUD based on NOFA requirements and/or strategic priorities, such as those aimed at rapid project start-up.

The scope of work proposed by Applicant should include a detailed project schedule that identifies how quickly it will be ready to start the work following grant award and execution, including any mobilization time. Applications must demonstrate a plan for rapid implementation of the program, including:

- The month and year in which the project will begin to house eligible participants;

- The month and year in which the project will achieve full occupancy.

If the requested funding is for new construction, acquisition or rehabilitation; or for rental assistance and services in conjunction with a project that is not complete and ready for occupancy, the project schedule must include the milestones leading to completion and full occupancy of the project.

If a fixed project site is proposed for the project, documentation of site control must be included. If the site is not currently owned or under a lease agreement, applicants must provide documentation of a letter of intent or identify relevant contracts and agreements (e.g., with local landlords, housing locator specialists, public housing authority, other partner organizations) needed for the achievement of project operation.

In addition, HUD will take action if the grantee fails to satisfy the timeliness standards found in 24 CFR §578.85.

E. Hours and Location of Work

Projects must be located within the geographic boundary of Philadelphia, Pennsylvania.

F. Monitoring; Security

By submission of a proposal in response to this RFP, the Applicant agrees that it will comply and cooperate with all contract and compliance monitoring and evaluation activities undertaken by the City of Philadelphia, and with all security policies and requirements of the City. Consistent with Homeless Service's role as the Collaborative Applicant for the Continuum of Care, Homeless Services will at least annually review the sub-recipient's performance for purposes of grant renewal.

This review may include review of performance against HUD performance measures, rate of grant expenditure, participant eligibility, and/or site visits for housing conditions. Homeless Services Director will establish the method and frequency of monitoring.

G. Reporting Requirements

The successful Applicant shall report to the City of Philadelphia on a regular basis regarding the status of the project and its progress in providing the contracted services and/or products. At a minimum, the successful Applicant shall submit a monthly invoice detailing the services and/or products provided, the goals/tasks accomplished, and the associated costs. If hourly rates are charged, the invoice must also detail the number of hours, the hourly rate, and the individual who performed the service.

Each month, the Contractor shall submit a monthly Sub-recipient Invoice with complete supporting documentation of allowable costs. An allocation of costs between different funding sources must be submitted. The form and format for completing the Sub-recipient Invoice will be supplied by OHS.

Whenever necessary, time sheets and labor distribution sheets shall accompany the Sub-recipient Invoice. Upon request, the Contractor may submit billing on a bi-weekly schedule. The Sub-recipient Invoice must be submitted within fifteen (15) days of the close of each month.

OHS shall review the Contractor on a regular basis. This review shall include a desktop review of reports and an on-site review of case files followed by a written report. Upon OHS's approval, changes to the Scope of Services may be made only by written amendment. Proposed contract amendments and/or program changes shall be reviewed by OHS.

The Contractor must present reports to OHS within a time frame as determined by OHS, which permits OHS to comply with the reporting requirements of the ***HUD Annual Progress Report (APR)***. ***The Contractor is required to submit an APR to OHS no later than sixty (60) days after the close of the operating year.***

The Contractor shall be given reasonable time, no less than ten (10) working days, to conform to any reporting changes or requests for additional information.

Incident Reports must be submitted to OHS through HMIS within 24 hours of incident.

All literature, advertising, publicity or promotions regarding the activities undertaken pursuant to this Contract shall be submitted to OHS for review and approval prior to release or distribution. If no response is received from OHS *within three (3) working days*, the Contractor may release or distribute the submitted material.

H. Specific Performance Standards

Contracts resulting from this RFP will include performance and quality standards for the project, including but not limited to the following:

1. Projects awarded funding through this opportunity must comply with [all HUD Continuum of Care Program regulations](#), as detailed in [24 CFR §578](#), and the requirements of the [FY 2019 Continuum of Care Notice of Funding Availability \(NOFA\)](#) governing the funds that they receive. Applicable requirements include providing for the participation of not less than one homeless individual or formerly homeless individual on the board of directors or other equivalent policymaking entity and involving, to the maximum extent practicable, homeless individuals and families in operating and in providing supportive services for the project. Applicants under this RFP are strongly encouraged to review the complete regulations and requirements at the links provided prior to submitting a proposal.

The CoC regulations require sub-recipients of CoC Program funding to use and comply with the [policies and procedures](#) of the local coordinated entry system (CEA-BHRS), as established by the Philadelphia Continuum of Care, to accept participant referrals for their programs. CEA-BHRS prioritizes assistance to those households with the greatest vulnerabilities and barriers to resolving their homelessness on their own and to those with the longest histories of homelessness. New projects awarded funded through the FY2019 CoC Competition must be equipped to serve households with the greatest vulnerabilities and longest histories of homelessness.

Further, sub-recipients must abide by HUD Housing Quality Standards (HQS) as defined at [24 CFR § 982.401](#) and suitable dwelling size standards specified in 24 CFR § 578.75(c), assess supportive services on an ongoing basis, initiate and complete approved activities and projects within certain timelines, and provide a formal process for termination of assistance to participants who violate program requirements or conditions of occupancy. Before any assistance will be provided on behalf of a program participant, the Office of Homeless Services will physically inspect each unit to assure that the unit meets HQS and will inspect all units at least annually during the grant period to ensure continued compliance with HQS.

In addition to abiding by Federal requirements, applicants must comply with [CoC written standards for the use of this assistance](#), which includes policies and procedures for evaluating individuals/families eligibility for assistance; and for determining and prioritizing which individuals/families will receive permanent supportive housing or rapid re-housing housing. Additional local policies with which sub-recipients must comply include the [Philadelphia CoC Nondiscrimination Policy](#) and the [Philadelphia Continuum of Care Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual violence, Human Trafficking, or Stalking](#). Resources related to these policies and other program requirements can be found at <http://philadelphiaofficeofhomelesssservices.org/about-us/continuum-of-care/coc-documents/>.

2. Projects awarded funding through this opportunity must operate using a **Housing First Approach**.

Housing First is a homeless assistance approach that prioritizes providing permanent housing to people experiencing homelessness, thus ending their homelessness and serving as a platform from which they can pursue personal goals and improve their quality of life. Projects awarded funding under this opportunity must allow participants to enter the program without income, without being “clean and sober” or “treatment compliant”, with criminal justice system involvement, and with a poor credit history. Service and treatment plans must be voluntary, such that tenants cannot be evicted for not following through. Participants should not be evicted or terminated from the project for any reason outside of a typical lease agreement.

These parameters reflect the fact that a Housing First approach does not require people experiencing homelessness to address all of their problems including behavioral health problems, or to graduate through a series of services before they can access housing. This approach is guided by the belief that people need basic necessities like food and a place to live before attending to anything less critical, such as getting a job, budgeting properly, or attending to substance use issues. Additionally, Housing First is based on the theory that participant choice is valuable in housing selection and supportive service participation, and that exercising that choice is likely to make a participant more successful in remaining housed and improving their life.

The Housing First approach views housing as the foundation for life improvement and enables access to permanent housing without prerequisites or conditions beyond those of a typical renter. Supportive services are offered to support people with housing stability and

individual well-being, but participation is not required as services have been found to be more effective when a person chooses to engage.

3. The applicant shall operate the program in accordance with the overall program goals as declared in its most current Annual Performance Report (APR) or the performance measures declared in its most current renewal funding application. The project must also meet contract performance targets set by the Office of Homeless Services annually. For FY2019, contract targets for performance expectations were as follows:
 - Timeliness of HMIS Data Entry: All HUD entry and exit assessments entered in HMIS within 3 days (72 hours)
 - HMIS Data Quality: The percent error rate (which includes refused, missing, and don't know) is 10% or less for personally identifiable information, universal data elements, and income and housing data quality; and the percent of records unable to calculate is 10% or less for chronic homelessness.
 - Time from Program Entry to Program Move-in: 45 days or less.
 - Retention in Permanent Housing / Exits to Permanent Housing:
 - *For Permanent Supportive Housing*: 93% or more of participants will either retain permanent housing in the program, or will exit to other permanent housing.
 - *For Rapid Re-Housing and Joint Transitional Housing – Rapid Re-Housing*: 80% or more participants who exit will exit to long-term permanent housing. This includes participants who leave the program and those who remain in their RRH unit after the rent subsidy ends.
 - *For Transitional Housing part of Joint TH-RRH projects ONLY: Length of Stay*
 - *For households with children: Average length of stay will be 300 or fewer days.*
 - *For households without children: Average length of stay will be 200 or fewer days.*

Additionally, Philadelphia CoC evaluates projects funded with HUD CoC Program dollars annually, in preparation for HUD's CoC Program Funding Competition. Locally-developed objective criteria incorporate priorities established by HUD in its Notice of Funding Availability (NOFA) and CoC Program Interim Rule, and local priorities established by the Philadelphia CoC. The local evaluations inform project selection and ranking for the HUD Competition, and also help the CoC to identify any performance issues that may need to be addressed. The performance standards for the 2019 Philadelphia CoC Local Renewal Competition were as follows:

Category	Measure	FY2019 Philadelphia CoC Local Renewal Competition Standard			
		RRH	PSH for HH with children	PSH for HH without children	TH
Non-Cash Benefits	% adults (leavers + 365+ day stayers) connected to at least one non-cash benefit	82%	70%	82%	82%
Cash Income Change	% adults (leavers + 365+ day stayers) with more earned (employment) income than at entry	15%	16%	10%	26%
	% adults (leavers + 365+ day stayers) with	35%	35%	35%	35%

	more income from sources other than employment than at entry				
Health Insurance	% population served (leavers + 365+ day stayers) connected to health insurance at most recent assessment	87%	86%	87%	84%
Housing Destination	% leavers exiting to permanent housing	80%	N/A	N/A	80%
Housing Stability	% participants remaining in program or exiting to a permanent housing destination	N/A	93%	93%	N/A
Length of Participation	Average length of stay in project (days)	N/A	N/A	N/A	300 days

Note that because Joint TH-RRH is a new project type, Philadelphia's one existing Joint TH-RRH project was not operating for a full year prior to this year's competition, so no specific Joint TH-RRH performances standards were set. When standards are set in the future, they will likely draw upon the existing standards for TH and RRH for each of the components of the Joint project.

Persistent performance issues, including issues related to compliance with Philadelphia CoC Written Standards, chronic underspending, and relative cost effectiveness may negatively impact the CoC's willingness to continue to recommend a project for HUD CoC Program renewal funding in its annual consolidated application to HUD. Homeless Services shall notify project applicants no later than Friday, September 13, 2019, per the NOFA guidelines, whether the project will be recommended for funding.

The City reserves the right to reject any item of work that does not meet the Department's minimum standards of performance and quality, or that does not conform to the contract scope of work. The City shall not be obligated to pay for rejected work.

I. Cost Proposal

Applicants must provide a detailed cost proposal, with a line-item breakdown of the costs for specific services and work products proposed. Cost proposals must be "fixed price" proposals. The proposed price must include all costs that will be charged to the City for the services and tangible work products the Applicant proposes to perform and deliver to complete the project and including, but not limited to, costs for the following, if the Department is to pay for them: employee compensation and fringe benefits; communication; printing; administrative expenses; bonding; acquisition of real estate; rent, utilities, maintenance and security related to real estate; travel (reimbursable only at rates approved by the Department and in accordance with current City policies, which can be obtained from the Department); project management; development; testing; implementation; maintenance; training; and all other work proposed. Any contract resulting from this RFP will provide for a not-to-exceed amount in the compensation section of the contract.

Projects may request up to 1 year of funding. The 2019 NOFA allows new projects to request a 1 year of funding with a longer initial grant term not to exceed 18 months. HUD has determined that most new projects requesting 1 year of funding normally take approximately 3 to 6 months

to begin fully operating the new project (e.g., hiring staff, developing partnerships with landowners if leasing or renting). Therefore, a new project requesting 1 year of funding may request a grant term of 12 months to 18 months that will allow for the additional start-up process.

Any new expansion project that is submitted to expand an eligible renewal CoC Program-funded project may only request a 1-year grant term, regardless of the project type.

Any new projects requesting capital costs (i.e., new construction, acquisition, or rehabilitation) are not eligible for 1-year requests. If 1-year of funding is requested for new projects with capital costs, HUD will increase the grant term to 3-years and the new project will be required to spend the funds requested over a 3-year period, assuming the project is conditionally selected for award.

Renewal funding may be requested in subsequent years.

1. Eligible Activities

These are activities deemed eligible under HUD guidelines. Due to HUD's requirements for timely implementation of new projects, proposals for project-based rental assistance that do not have existing development funding commitments cannot be recommended for CoC funding.

Eligible activities by project type:

- **PSH:** rental assistance, leasing, operating, supportive services, administration, new construction, acquisition, rehabilitation. ***NOTE:** Applicants must have site control and be able to demonstrate that all other funding for the project has been secured such that the grant funds being requested for capital costs (i.e., new construction, acquisition, rehabilitation) must be the last financial commitment necessary for the project, so as to ensure the project will be operational as soon as possible.*
- **RRH:** tenant-based rental assistance, supportive services, administration
- **Joint TH-RRH:** tenant-based rental assistance (RRH portion), leasing (TH portion), operating (TH portion), supportive services, administration

Eligible Activities	Grant Funds May Be Used For:
Rental Assistance	<p>Grant funds may be used for tenant-based, project-based, or sponsor-based rental assistance, but cannot be used if participant is receiving rental assistance from any other source. Funds may be used for security deposits. The amount of rental assistance requested is derived from the Fair Market Rent for the unit size requested.</p> <ul style="list-style-type: none"> ▪ RRH projects can apply for Short-Term (1-3 months) and/or Medium-Term (4-24 months) tenant-based rental assistance only. ▪ PSH projects can apply for Long-Term tenant-based, project-based, or sponsor-based rental assistance.
Leasing	Grant funds may be used to pay for 100% of costs of leasing for a structure or portions of a structure. Security deposits and utilities

	<p>included in rent are eligible leasing costs. Funds may not be used for units or structures owned by the recipient, or a related organization. The lease is between the grant recipient/sub-recipient and owner of the property. Leasing projects may require that program participants pay an occupancy charge (or in the case of a sublease, rent) of no more than 30 percent of their income. Income must be calculated in accordance with HUD's regulations in 24 CFR §5.609 and 24 CFR §5.611(a). Projects may not charge program fees.</p>
Operating	<p>Funds may be used to pay day-to-day operating costs in a single structure or individual housing units (including maintenance such as scheduled replacement of major systems), repairs, building security, electricity, gas, water, furniture, equipment, property insurance, and taxes. These costs may <u>not</u> be combined with rental assistance funds.</p>
Supportive Services	<p>Services must be offered to program participants during the full duration of their tenancy. <u>Eligible services</u> are as follows:</p> <ul style="list-style-type: none"> ▪ Annual assessment of service needs ▪ Assistance with moving costs ▪ Case management: <i>providing ongoing risk assessment and safety planning with victims of domestic violence, dating violence, sexual assault, and stalking; counseling; developing, securing, and coordinating services; obtaining Federal, State, and local benefits; monitoring and evaluating program participant progress; providing information and referrals to other providers; developing an individualized housing and service plan, including planning a path to permanent housing stability; conducting required annual assessment of service needs (re-evaluation)</i> ▪ Child care operations or vouchers ▪ Education services ▪ Employment assistance and job training ▪ Food ▪ Housing search and counseling: <i>tenant counseling; understanding leases; making moving arrangements; mediation with property owners and landlords; credit counseling, accessing a free person credit report, and resolving personal credit issues; and payment of rental application fees</i> ▪ Legal services ▪ Life Skills training ▪ Outpatient mental health or physical health services; or outpatient substance abuse ▪ Outreach services ▪ Transportation ▪ Utility deposits <p>In the past, the City has capped the amount applicants can request for supportive services. For 2019, there is no cap, but costs must be</p>

	reasonable for the project proposed.
Project Administration	Sub-recipients may use up to 10% of any grant for project administrative costs. Expenses related to the overall administration of the grant such as management, coordination, monitoring and evaluation, and environmental review are eligible. Costs for staff and overhead directly associated with carrying out activities under rental assistance are not administrative costs, but are eligible costs under rental assistance. <i>Of the total 10% administrative costs, 5% will be retained by the Office of Homeless Services to support management of the HUD grant.</i>
New Construction (PSH projects only)	Pay up to 100 percent of the cost of new construction, including the building of a new structure or building an addition to an existing structure that increases the floor area by 100 percent or more, and the cost of land associated with that construction, for use as housing. If grant funds are used for new construction, the applicant must demonstrate that the costs of new construction are substantially less than the costs of rehabilitation or that there is a lack of available appropriate units that could be rehabilitated at a cost less than new construction. For purposes of this cost comparison, costs of rehabilitation or new construction may include the cost of real property acquisition.
Acquisition (PSH projects only)	Grant funds may be used to pay up to 100 percent of the cost of acquisition of real property selected by the recipient or subrecipient for use in the provision of housing or supportive services for homeless persons.
Rehabilitation (PSH projects only)	Up to \$200,000 in Grant funds may be used to pay up to 100 percent of the cost of rehabilitation of structures to provide housing or supportive services to homeless persons. Eligible rehabilitation costs include installing cost-effective energy measures and bringing an existing structure to State and local government health and safety standards. Grant funds may not be used for rehabilitation of a leased property. Funds must be used in accordance with HUD Regulations in 24 CFR §578.43, §578.45, and §578.47.

2. HUD Requirements and Restrictions

PSH projects cannot combine the following types of assistance in a single structure or housing unit:

- Rental Assistance and Leasing
- Rental Assistance and Operating

Sub-recipients must comply with HUD's requirements, including:

- Projects cannot use leasing funds in buildings owned by the recipient, sub-recipient, their parent organization(s), a staff or board member relative or business associate.

- The owner of a unit or his/her subordinate may not conduct Housing Quality Standard inspections, rent reasonableness reviews, or lead-based paint visual inspections.
- Staff, persons with whom staff has immediate family or business ties and board members are prohibited from accruing any financial interest/ benefit from CoC-assisted activities during their tenure with the organization and for one year following tenure.

All sub-recipients of Continuum of Care Program funding must comply with the program regulations and the requirements of the Notice of Funding Availability governing the funds that they receive, including abiding by housing quality standards and suitable dwelling size, assessing supportive services on an ongoing basis, initiating and completing approved activities and projects within certain timelines, and providing a formal process for termination of assistance to participants who violate program requirements or conditions of occupancy.

Before any assistance will be provided on behalf of a program participant, each unit must be inspected and pass HUD's Housing Quality Standards (HQS). All units must be inspected at least annually during the grant period to ensure that the units continue to meet HQS. Inspections will be conducted by certified HQS inspectors, either OHS or, with OHS permission, staff of the contracted provider.

3. Match and leverage

Match is actual cash or in-kind resources contributed to the grant. All costs paid for with matching funds must be for activities that are eligible under the CoC Program, even if the recipient is not receiving CoC Program grant funds for that activity. The sub-recipient must match *the total* grant funds requested for eligible activities (excluding the amount requested for the leasing budget line item) with no less than a **25% cash or in-kind contribution** (see 24 CFR §578.73). Match must be met on an annual basis. Match resources may be from public (not statutorily prohibited by the funding agency from being used as a match) or private resources.

For an in-kind match, the recipient or sub-recipient may use the value of property, equipment, goods, or services contributed to the project, provided that, if the recipient or sub-recipient had to pay for such items with grant funds, the costs would have been eligible. If third-party services are to be used as a match, the recipient or sub-recipient and the third-party service provider that will deliver the services must enter into a memorandum of understanding (MOU) documenting that the third party will provide such services and value towards the project. HUD permits "program income," which includes tenant rents and operating charges, to be used as match.

Leverage is the non-match cash or non-match in-kind resources committed to making a CoC Program project fully operational. This includes all resources in excess of the required 25 percent match for CoC Program funds as well as other resources that are used on costs that are ineligible in the CoC Program. Leverage may be used to support any activity within the project provided by the recipient or subrecipient.

Applicant must complete the match and leverage summary chart (see Project Budget form, Attachment 2) to include details for each cash or in-kind contribution you are seeking.

Projects that demonstrate leverage/matching funds of 150% of the project request will be more competitive. If the project is recommended for inclusion in Philadelphia's FY2019 Consolidated Application to HUD for CoC Program funding and is awarded by HUD, the applicant will be required to submit letters or Memoranda of Understanding to HUD to document the commitments.

4. Timely expenditures

The applicant is expected to initiate the approved projects promptly in accordance with the requirements of the NOFA. Grant terms, and associated grant operations, may not exceed beyond the availability of funds. Applicants must plan accordingly and only submit applications that can start operations in a timely manner with sufficient time to complete post award process within the awarded grant term. In addition, HUD will take action if the grantee fails to satisfy the timeline standards found in 24 CFR §578.85. HUD strongly encourages all rental assistance to begin within 12 months of award. The City reserves the right to change requirements related to timeliness of expenditures for final applications submitted to HUD based on NOFA requirements and/or strategic priorities, such as those aimed at rapid project start-up.

J. Organization and Personnel Requirements

The proposal must identify all personnel who will perform work on the project, by education level, skill set (described in detail), experience level, and job title. Resumes of all personnel so identified should be included in Applicant's proposal. The Department expects the following with respect to the successful Applicant's organizational structure and personnel:

1. In accordance with HUD regulations, the sub-recipient must be a private nonprofit organization, defined in 24 CFR §578.3 as meeting the following criteria:
 - No part of the net earnings of which inure to the benefit of any member, founder, contributor, or individual;
 - Has a voluntary board;
 - Has a functioning accounting system that is operated in accordance with generally accepted accounting principles, or has designated a fiscal agent that will maintain a functioning accounting system for the organization in accordance with generally accepted accounting principles; and
 - Practices nondiscrimination in the provision of assistance.

Private non-profit organizations that meet these criteria, with documented tax-exempt status under Section 501(c)(3) of the 1986 IRS Code as amended, may apply for this opportunity. A private non-profit organization does not include organizations created by government, such as public housing agencies.

2. The eligible non-profit applicant or partner/s must demonstrate the financial management capacity and experience to carry out the project as detailed in its project application and to administer Federal funds. In addition, the application must demonstrate:
 - Five (5) years organizational experience successfully providing services to individuals and/or families experiencing homelessness;

- At least three (3) years of experience successfully providing housing and case management services to the target population;
- Established partnerships with providers of mainstream resources and benefits, as well as other relevant service providers;
- Financial solvency and administrative capacity to operate a program of the indicated scope;
- Demonstrated track record of being an equal opportunity employer, without any founded charges of unfair hiring or promotions within the past ten years;
- Freedom from debt to the Federal Government, State of Pennsylvania, or the City of Philadelphia for nonpayment of taxes, fines, judgments, liens or fees.

*If the applicant is a current CoC Program recipient or sub-recipient, the applicant's existing projects must be in good standing and have scored well in Philadelphia's FY2019 local renewal competition. Unless otherwise determined by the Office of Homeless Services, **organizations whose local renewal projects scored in the lowest 10% of all renewal projects in the FY2019 Philadelphia CoC Local Renewal Competition are ineligible to apply for CoC Program funding for a new project.***

If the applicant is a current HUD recipient, there must be no open HUD monitoring or audit findings and the applicant must be in good standing with HUD (submitting APRs on time, drawing down funds in a timely manner, etc.).

3. The eligible non-profit applicant must demonstrate capacity to provide services required in Section II.C.

For Rapid Re-Housing project proposals: Applicants must have the capacity to:

- Have staff available 5 days a week to conduct intake interviews;
- Schedule RRH participants' initial intake appointment within 10 business days after receiving a RRH referral from Homeless Services;
- Record intake information directly in the Homeless Management Information System (HMIS) and track all referrals utilizing the established HMIS;
- Streamline and supervise the intake process;
- Work to secure a rental unit within 30 days after participant's intake appointment;
- Accurately calculate the amount of Rapid Re-housing rental assistance to be provided to each household using the Office of Homeless Services' rental calculation worksheet;
- Provide Housing Stabilization case management services at least monthly to Rapid Re-housing participant/ household receiving on-going (more than one month) rental assistance;
- Assess each participant/ household needing six (6) or more months of rental assistance to determine if the participant/ household needs additional rental assistance.

Role of Housing Stabilization Specialist: The Housing Stabilization Specialist should focus on what needs to happen in order to stabilize housing, rather than what needs to happen to solve all of the household's needs. Households that receive more than one month's rent or utility assistance need to be assigned to a Housing Stabilization Specialist for follow up. After gaining a thorough understanding of a household's barriers to sustaining housing, the Housing Stabilization Specialist will:

- Determine and facilitate the linkages to other services needed by the households, i.e. behavioral health, substance use, legal, employment, child care;

- Make home visits as indicated or when there are concerns about safety; at a minimum, Housing Stabilization Specialists should make every effort to meet one-on-one with program participants at least monthly;
- Create a Self-Sufficiency Plan for each household that receives more than one month of rental assistance. Self-Sufficiency Plans should reflect the barriers to sustaining housing and may include: linkages to other services; a schedule for home and office visits; financial assistance plan; education and/or employment plan, and amount of contribution expected from household;
- Assist households that are in unsafe housing (i.e., domestic violence or L&I violations) with relocation and/or referrals to the Fair Housing Commission; new housing placements require an inspection, and housing must meet Housing Quality Standards;
- Carry a revolving caseload;
- Participate in training and information sharing meetings sponsored by Homeless Services to ensure consistency of services throughout the Rapid Re-housing program;
- Enter all required information directly into HMIS.

K. Technology Capabilities

The successful Applicant will be responsible for having and using the following technology capabilities and resources in performing the work.

All projects funded pursuant to this opportunity (except as prohibited to protect victims of domestic violence, dating violence, sexual assault, or stalking) are required to provide client-level data to the Lead Agency for the Homeless Management Information System (HMIS). In the Philadelphia Continuum of Care (CoC), the Office of Homeless Services is the lead agency and the HMIS product used is ClientTrack™ by Eccovia Solutions, Inc.

All projects funded under this opportunity are required to participate in the Philadelphia CoC HMIS through direct data entry and are responsible for meeting the following Authorized Agency technology requirements in order to be able to access the ClientTrack™ HMIS:

Policy: Authorized Agencies will provide their own computer and method of connecting to the Internet, and thus to the HMIS.

Procedure: Contact the HMIS System Administrator for the current status of assistance.

Hardware/Software Requirements: HMIS is web-enabled software; all that is required to use the database is a computer, a valid username and password, and the ability to connect to the Internet using internet browser software (Google Chrome, Firefox, etc.). There is no unusual hardware or additional HMIS-related software, or software installation required. OHS recommends the following workstation specifications.

Workstation Specifications	Minimum	Recommended
Computer	PC 500 MHz or better	1 Gigahertz Pentium Processor PC
Web Browser	Microsoft Internet Explorer 5 or higher, Mozilla Firefox 3.0 or higher, Google Chrome 4.0.249 or higher, or Netscape Navigator 6.0 or higher	Google Chrome v.41 or higher, Mozilla Firefox 29.0 or higher, Internet Explorer 11 or higher, or Safari 5.1.10
Hard Drive	2 GB	20 GB
Memory	64 MB RAM	512 MB RAM
Internet Connection	Internet Connectivity (broadband or high-speed)	Broadband Internet Connection - 128 Kbps (hosted version) or LAN connection
Operating System		Windows 7 or higher to eliminate certain technical problems
Monitor	SVGA monitor with 800 x 600+ resolutions	
	Keyboard and Mouse	

Although there is no unusual hardware or additional HMIS-related software required to connect to the database, the speed and quality of the Internet connection and the speed of the hardware and could have a profound effect on the ease of data entry and report extraction. OHS also recommends the use of a high-speed Internet connection.

HMIS Data Collection Standards and Reporting Requirements: Projects awarded through this opportunity are required to enter data directly into the CoC's HMIS. Providers must execute an HMIS Participation Agreement with the Office of Homeless Services (CoC designated HMIS lead). Programs must follow *Philadelphia CoC HMIS Governance Charter*, HUD's [HMIS Data Standards Manual](#), and remain in good standing with HMIS participation requirements outlined in *Appendix B: Data Quality and Functionality Plan* of the *Philadelphia CoC HMIS Governance Charter*. Providers that serve victims/survivors of Domestic Violence must meet the HUD HMIS requirements for DV programs by utilizing a comparable database to HMIS for reporting purposes on an aggregate level. If information from the comparable database needs to be shared, no personally protected client information may be provided.

HMIS Training Requirements

Upon HUD or OHS notification of a project's grant award, Homeless Services will contact the sub-recipient to arrange training for the project's HMIS users. No one will be granted access to the HMIS without having received initial training by Homeless Services trainers. The following trainings are required before access is granted to an agency user.

- PhilaHMIS Privacy and Security Training
- PhilaHMIS Core Workgroup Training (i.e. – specific training based on project types: RRH, PSH, TH-RRH)
- PhilaHMIS CEA-BHRS Training
- OHS Fair Housing and Equal Access Training

HMIS Security, Privacy, and Confidentiality Requirements: All projects participating in the Philadelphia CoC's HMIS are required to sign the HMIS Participation Agreement between the City of Philadelphia Office of Homeless Services and HMIS Participating Agencies. All users of the Philadelphia CoC's HMIS are required to sign the HMIS User Agreement. The Philadelphia CoC has an *HMIS Governance Charter* with a detailed *Privacy and Security Plan*.

All sub-recipients are required to comply with security, privacy, and confidentiality standards regarding the collection, maintenance, and use of protected personal information recorded, used, or processed for the HMIS. The current requirements, which are defined by HUD's current requirements, can be found in the HMIS Data and Technical Standards. Compliance with these and any future revisions is required.

L. Available Information

Notice of Funding Availability (NOFA) for the Fiscal Year (FY) 2019 Continuum of Care Program Competition (FR-6300-N-25):

<https://files.hudexchange.info/resources/documents/FY-2019-CoC-Program-Competition-NOFA.pdf>

Office of Homeless Services Requirements:

- Compliance with the Equal Access to Housing Final Rule, https://www.hudexchange.info/equalaccess_finalrule_2.3.12.pdf
- Compliance with CoC and ESG Written Standards, <http://www.philadelphiaofficeofhomelesssservices.org/wp-content/uploads/2017/12/signed-approved-coc-written-standards.pdf>
- Compliance with LGBTQ Requirements (for single sex emergency housing programs or other programs that receive ESG, HOPWA or CoC Funds) as described in HUD's Equal Access in Accordance with an Individual's Gender Identity, <https://www.hudexchange.info/equal-access-final-rule-2016.pdf>
- Compliance with the Philadelphia Continuum of Care: Nondiscrimination Policy which can be found at
 - <http://www.philadelphiaofficeofhomelesssservices.org/wp-content/uploads/2017/12/scanned-signed-board-approved-nondiscrimination-policy.pdf>
- Criminal Background Checks and Child Abuse Clearances – Clearances for new hires (individuals hired during FY 2018 and updated clearances as applicable must be submitted with the FY2019 signed contract documents. Child Abuse Clearances are required for all persons working at any facility that serves children.
- Continuity of Operations Plan (COOP) – All providers must have a plan in place to ensure that the agency and program is able to function after the occurrence of a natural disaster.

- Timely submission of invoices - **Invoices and supporting documentation** are due on or before the 15th of the month for the preceding month. In the event of extenuating circumstances, a written extension request must be submitted.

City of Philadelphia Requirements:

- Audit Requirements – Contracted providers awarded \$ 300,000 or more in combined City contracts in a fiscal year are required to submit an Independent Audit Report in compliance with the City’s Sub-Recipient Audit Guide. Invoices may not be processed if the audit is not submitted per the City’s identified deadline.
- Compliance with 21st Century Minimum Wage and Benefits Standard – The City of Philadelphia mandates wage and benefits standards that apply to employees of both for-profit and not-for-profit service contractors and sub-contractors. Employee means any person who performs work for an employer on a full-time, part-time, temporary, or seasonal basis, including employees, temporary workers, contracted workers, contingent workers and persons made available to work through the services of a temporary services, staffing or employment agency or similar entity.

Effective January 1, 2018 the minimum hourly wage is \$ 12.20

- Compliance with the Equal Benefits Ordinance – Service contractors awarded \$ 250,000 or more are required to extend the same employment benefits it extends to spouses of its employees to life partners or its employees who reside in the City, or any of its employees who are non-residents subject to City Wage Tax. Please refer to the link below for applicability and detailed information on the Wage and Benefits Standard and Compliance with the Equal Benefits Ordinance. <https://secure.phila.gov/ECONTRACT/Inc/Benefits%20Ordinances.pdf>.
- Compliance with Philadelphia Lead Paint Disclosure Law (Chapter 6-800) – which requires certification that a property built before 1978 is Lead Free or Lead Safe before the property is rented or occupied with children 6 years or younger and/ or a pregnant occupant. Housing owned or subsidized by the Philadelphia Housing Authority or privately owned but currently leased under the Housing Choice Voucher Program is exempt. http://www.phila.gov/health/pdfs/Phila_Lead_Disclosure_and_Certification_Law_12_21_11.pdf
http://www.phila.gov/health/pdfs/LandlordGuidance_12_19_12.pdf

HUD’s Violence Against Women Act Requirements:

Contractor must adhere to all applicable requirements of [HUD’s Final Rule implementing the Violence Against Women Act](#), published on November 16, 2016:

This means that survivors of domestic violence, dating violence, sexual assault, or stalking:

- Cannot be denied admission to emergency housing, safe havens, transitional housing, or permanent housing programs because they are or have been victims or threatened victims.

- Cannot be evicted, lose federal rental assistance, or have emergency housing assistance terminated because they are or have been victims or threatened victims.
- Cannot be denied admission or rental assistance, evicted, terminated, or lose a rental subsidy for reasons related to the abuse, such as bad credit history and criminal history.
- May remain in housing, at least temporarily, if their abuser is evicted.
- Must be able to move or “transfer” to another subsidized unit to protect their safety and keep their affordable housing.

All participants (current and future) must be informed of their rights and provided with a self-certification form.

This means that providers:

- In cases where they are the participant’s landlord, must provide participants with notification of their rights and a self-certification form, as well as include a lease provision/addendum with all requirements and statement that the program participant may terminate without penalty if qualifying for an emergency transfer.
- Must provide recipients of tenant-based CoC-funded rental assistance with notification of their rights and a self-certification form.
- Must establish a formal Rental Assistance Agreement (ESG) or Contract (CoC) with any owners/landlords.
 - The agreements/contracts with owners must include:
 - Commitment to maintain confidentiality.
 - Requirement to include a lease provision that includes all VAWA requirements, including the prohibited bases for eviction and restrictions on construing lease terms.
 - Non-Tenant-Based CoC-funded assistance: commitment to provide participants with notification of their rights and a self-certification form.
 - Non-Tenant-Based CoC-funded assistance: commitment to include a lease provision/addendum with all requirements and statement that the program participant may terminate without penalty if qualifying for an emergency transfer.

Other Requirements

1. Comply with HUD rules governing eligibility in permanent supportive housing programs as follows:

- a. Pre March 21, 2005 Admissions

For Participants (individual or family) admitted prior to March 21, 2005, the participant shall be considered homeless in accordance with the definition established by HUD as follows:

- sleeping in an emergency shelter;
- sleeping in places not meant for human habitation, such as cars, parks, sidewalks, or abandoned or condemned buildings;
- spending a short time (30 consecutive days or less) in a hospital or other institution, but ordinarily sleeping in the types of places mentioned above;
- living in transitional/supportive housing but having come from streets or emergency shelters;
- being evicted within a week from a private dwelling unit and having no subsequent residence identified and lacking the resources and support networks needed to obtain access to housing; or

- being discharged from an institution and having no subsequent residence identified and lacking the resources and support networks needed to obtain access to housing.

A person discharged from a state institution is not considered homeless by HUD for the purpose of admission.

b. On or After March 21, 2005 Admissions

For Participants (individual or family) admitted on or after March 21, 2005, the participant shall be considered homeless in accordance with the definition established by HUD and published in Question and Answers, A Supplement to the 2005 Continuum of Care Homeless Assistance NOFA and Application (March 21, 2005) as follows:

- residing in places not meant for human habitation, such as cars, parks, sidewalks, and abandoned buildings;
- an emergency shelter; or
- transitional housing for homeless persons and who originally came from the streets or emergency shelter.

If a person is in one of the three categories listed above, but most recently spent less than 30 days in a jail or institution, that person qualifies as coming from one of these three categories.

The Provider must obtain and retain in its files the following acceptable forms of homelessness documentation:

- For persons coming from an emergency shelter for homeless persons, the Provider must have written verification, signed and dated on agency letterhead, from the emergency shelter that the participant has been residing at an emergency shelter for homeless persons.
- For persons coming from transitional housing for homeless persons, the Provider must have written verification, signed and dated on agency letterhead, from the transitional housing facility that the participant has been residing at an emergency shelter for homeless persons. The Provider must also have written verification from the original agency verifying that the participant was living on the streets or in an emergency shelter prior to living in the transitional housing facility.
- For persons living on the street, the Provider must obtain information to verify that a participant is coming from the street. Such documentation may come from the outreach or social service agency that referred the client and/or provided services, must indicate where the client was residing when the agency provided services and must be in written form, signed and dated on agency letterhead. In the absence of verification that the client was living on the street, and only after the Provider has taken reasonable steps to obtain the above described documentation, the Provider may have the client sign and date a self-declaration describing the client's previous living place.
- For persons coming from a short-term stay (up to 30 consecutive days) in an institution, the Provider must have written verification, signed and dated on agency letterhead from the institution that the participant has been residing in the institution for 30 days or less, and written verification that the participant was residing on the street or in an emergency shelter prior to the short-term stay in the institution.

c. After September 23, 2010 Admissions

For Participants (individual or family) admitted after September 23, 2010, the participant shall be considered homeless in accordance with the definition established by HUD and published in Question and Answers, A Supplement to the 2010 Continuum of Care Homeless Assistance NOFA and Application (September 23, 2010) as follows:

- residing in places not meant for human habitation, such as cars, parks, sidewalks, and abandoned buildings;
- an emergency shelter; or
- transitional housing for homeless persons and who originally came from the streets or emergency shelter or a HUD-defined Safe Haven.

If a person is in one of the three categories listed above, but most recently spent less than 90 days in a jail or institution, that person qualifies as coming from one of these three categories.

III. Proposal Format, Content, and Submission Requirements; Selection Process

A. Proposal Format

Applicants are required to submit electronic responses only (see Section IV.K.).

Proposals must be typed in 12-point font, either 1 ½ spaced or double-spaced, with 1-inch margins and numbered pages. Proposals must include the following information, in the sections and order indicated. Submissions that are missing or have incomplete sections or forms may not pass threshold review. The narrative part of the proposal should not exceed 18 pages, including charts noted below.

Proposal Checklist	✓
1. Applicant Profile & Project Summary Form (Attachment 1)	<input type="checkbox"/>
2. Table of Contents	<input type="checkbox"/>
3. Introduction/Executive Summary	<input type="checkbox"/>
4. Project Understanding – 2 pages	<input type="checkbox"/>
5. Proposed Scope of Work – 10 pages, including Attachment 2 – Project Budget, with match and leverage chart, and Attachment 3 – Supportive Services Type and Frequency Chart	<input type="checkbox"/>
6. Statement of Qualifications; Relevant Experience – 5 pages, including documentation of 501c3 Status	<input type="checkbox"/>
7. References (if applicable)	<input type="checkbox"/>
8. Proposed Subcontractors (if applicable)	<input type="checkbox"/>
9. Requested Exceptions to Contract Terms (if applicable)	<input type="checkbox"/>
10. “Solicitation for Participation and Commitment Form” and “Diversity Report of Nonprofit Organizations” form (see Appendix B)	<input type="checkbox"/>

11. Tax and Regulatory Status and Clearance Statement (see Appendix C)	<input type="checkbox"/>
12. Disclosure of Litigation; Disclosure of Administrative Proceedings, including HUD Monitoring Letter and Related Corrective Action Plan (if applicable)	<input type="checkbox"/>
13. Statement of Financial Capacity, including most recent independent audit	<input type="checkbox"/>
14. Local Business Entity or Local Impact Certification. (Optional if applicable to Applicant)	<input type="checkbox"/>
15. LGBTQ-Owned Business Data Collection (Optional if applicable to applicant and/or applicant's proposed subcontractors) (see Appendix E)	<input type="checkbox"/>
16. Disclosures, including any local and state political campaign contributions, on the forms provided through RFPs Online Philly (if applicable)	<input type="checkbox"/>
17. Defaults (if applicable)	<input type="checkbox"/>
18. Statement of Anticipated Job Creation (optional)	<input type="checkbox"/>
19. Job descriptions of all employees who will perform work under this proposal	<input type="checkbox"/>

Homeless Services reserves the right not to review incomplete proposals, projects that do not meet all eligibility requirements, and projects with pages in excess of the established page limit.

1. Applicant Profile & Project Summary Form – proposal cover page

Complete “Attachment 1: Applicant Profile & Project Summary Form,” including signature by the person authorized to issue the proposal on behalf of the Applicant. Proposals not signed in ink by an individual duly authorized to bind the applicant will be deemed non-responsive and incomplete and will not be accepted for review.

2. Table of Contents

3. Introduction/Executive Summary

Provide an overview of the services being sought and proposed scope of services.

4. Project Understanding (2 pages maximum)

Provide a brief narrative statement that confirms applicant understanding of, and agreement to provide, the services and/or tangible work products necessary to achieve the objectives of the project that is the subject of this RFP. Applicant shall describe how their experience will benefit the project.

- a. Describe how participants will be assisted to obtain and remain in permanent housing. The description must identify a plan for addressing participant needs including, but not limited to: health, behavioral health, education, employment, life skills and child care services.
 - *For Joint TH-RRH project proposals*, describe how the project will be participant-driven in terms both of timing of moves into permanent housing and of helping

- participants find and secure permanent housing based on their strengths, needs, and preferences.
- b. Describe how participants will be assisted to increase employment and/or income and to maximize their ability to live independently. The description must identify:
- Service needs of target population;
 - Applicant plan for offering and delivering needed services;
 - How participants will access needed services;
 - Applicant coordination with other providers and mainstream systems;
 - Applicant plan for transportation assistance to allow participants to attend mainstream benefit appointments, employment training, or jobs;
 - Applicant plan for ensuring regular follow-ups with participants about mainstream benefits applications and renewals, as well as continued connection with community supportive services.

5. Proposed Scope of Work (10 pages maximum)

Provide a complete and concise proposed scope of work, including a project budget and project timetable (schedule), in accordance with Section II, “Scope of Work,” of this RFP. The description must address the entire scope of the project, including a clear picture of the community/target population(s) and number to be served, the plan for addressing the identified needs/issues of the CoC community/ target population(s), projected outcome(s), and any coordination with other source(s)/partner(s). In cases where the proposed project is expanding an existing project, explain how the requested funds will supplement existing services and resources, or increase the number of participants served.

The narrative scope of work must describe the project at full operational capacity, as well as how full capacity will be achieved over the term requested in this application. It must be consistent with other parts of this application and must:

- a. Identify the target population, including the number of single adults and the number of families with children to be served when the project is at full capacity;
- b. Describe housing supports proposed to meet project participant needs, including type (specific size of units? clustered units? Scattered-site? Shared/ multi-family setting?) and scale (number of units per site, number of persons per unit) and any other relevant information:
- *If requesting project-based or sponsor-based rental assistance*, describe the property ownership and maintenance responsibilities. If housing units will be identified at program outset, indicate address and location of units. Describe the particular neighborhood conditions and accessible community amenities.
 - *If requesting tenant-based leasing or rental assistance funds*, describe how the applicant will assist program participants to find their own rental units, including enlisting participation of landlords and ensuring the widest possible choice of housing units. Include description of availability rental units in the market area within current Fair Market Rent limitations. Describe how unit selection will ensure accessibility of community amenities to participants.
 - *For New Construction, Acquisition, and Rehabilitation (PSH-only)*, or if requesting rental assistance and/or supportive services funding in conjunction with a project that is planned or under construction, describe the status of site control, zoning, scope of the development work to be done, and status of obtaining all funding commitments.

- Include in the description any previous work of a similar nature and for the proposed project population.
- *For RRH or Joint TH-RRH project proposals*, describe the method for determining the type, amount, and duration of rental assistance that participants can receive.
 - *For Joint TH-RRH project proposals*, identify the number and type of units that will be part of the TH portion of the project and number and type of units that will be part of the RRH portion of the project;
- c. Describe how the proposed project will be designed to operate using a Housing First approach, ensuring there are no barriers to entering and sustaining residence in the project for participants that meet HUD's eligibility criteria for the project.
 - *For Joint TH-RRH project proposals*, must describe how the project will accommodate different household configurations, service needs, and pets
 - d. Describe how the applicant will ensure equal access to the project by people of all gender identities and sexual orientations.
 - e. Describe the unique service needs of the target population, such as youth or households fleeing domestic violence, and the services to be provided to address these needs. Describe at least 2 evidence-based or best practices the applicant will use to serve the target population and at least 2 examples of how these practices are currently employed by the applicant.
 - *For proposed projects targeting services to survivors of domestic violence, dating violence, sexual assault, human trafficking, and stalking, describe:* how services will be victim-centered: placing the victim's priorities, needs, and interests at the center of the work with the victim; providing nonjudgmental assistance, with an emphasis on client self-determination, where appropriate, and assisting victims in making informed choices; ensuring that restoring victims' feelings of safety and security are a priority and safeguarding against policies and practices that may inadvertently re-traumatize victims; ensuring that victims' rights, voices, and perspectives are incorporated when developing and implementing system- and community-based efforts that impact victims.
 - *For proposed projects serving families with children*, will the applicant have designated staff responsible for ensuring children are enrolled in school and connected to the appropriate services within the community, including early childhood education programs such as Head Start, Part C of the Individuals with Disabilities Act, and McKinney-Vento education services?
 - f. Use the Supportive Services Type and Frequency Chart in Attachment 3 to indicate, for all supportive services to be made available to participants, who will offer services, how they will be accessed, and how often they will be provided, regardless of the resources that will be used to pay for the services.
 - g. Describe the applicant's coordination with partners. How will the project leverage or deliver Medicaid and other mainstream services to participants?
 - h. Describe how services will be delivered with an understanding of the vulnerabilities and experiences of trauma survivors, including the prevalence of and physical, social, and emotional impact of trauma. Describe how the applicant will integrate knowledge about trauma into policies, procedures, practices, and service environments, recognizing and responding to signs of trauma in staff, clients, and others.
 - i. Describe the specific services to be provided to eligible households with the longest periods of homelessness.

- j. Describe applicant plan for implementing HMIS participation and CEA-BHRS referral process.
- k. Describe projected outcomes, including, but not limited to:
 - Housing stability: retention in permanent housing or moving to other permanent housing;
 - Increase in income, earned and other;
 - Connection to mainstream benefits, including Medicaid.
- l. Describe applicant plan to implement a system of continuous quality improvement for the project, to ensure high quality services, with program evaluation based on quantitative and qualitative data collection and participant satisfaction.
- m. Describe applicant's existing mechanism(s) for participant involvement, how input is used, and plan for obtaining and acting on participant feedback in this new project.
- n. Provide a Project Budget, using the forms found in Attachment 2 to request rental assistance, leasing, operating, supportive services, and administration funding for the proposed project, as applicable. Note that the budgets are for one year of funding only.
- o. Complete the match and leverage summary chart found in Attachment 2 to include details for each cash or in-kind contribution you are seeking.
- p. Provide a project timetable, including:
 - q. A detailed plan for rapid implementation of the program;
 - r. The month and year in which the project will begin to house eligible participants;
 - s. The month and year in which the project will achieve full occupancy.
- t. Describe management plan and method for assuring effective and timely completion of all work, including with no delay in service provision to participants, operation of CoC management systems, or the leasing of units for reasonable rents.

6. Statement of Qualifications; Relevant Experience (5 pages maximum)

Provide a statement of qualifications and capability to perform the services sought by this RFP, including a description of relevant experience with projects that are similar in nature, size and scope to that which is the subject of this RFP. If any minimum qualifications for performance are stated in this RFP, Applicant must include a statement confirming that Applicant meets such minimum requirements.

- a. Describe the Applicant's organizational background, including number of years in operation, primary mission, any significant experience, and any other information about the organization that Applicant deems pertinent to this RFP.
- b. Describe the experience of the applicant and partners (e.g. key contractors, service providers, property managers, landlords, etc.) as it relates to any previous work of a similar nature to providing housing and supportive service to people experiencing homelessness and the proposed target population (if any). Highlight any experience serving the most vulnerable households with the greatest needs and longest histories of homelessness.
- c. Describe the experience of the applicant and partners (if applicable) carrying out the activities applicable to the proposed project, such as identifying housing units, administering rental assistance, utilizing HMIS or a similar information technology system, developing and implementing appropriate housing stabilization services, and/or managing and maintaining residential property.

- d. Describe the experience of the applicant operating program(s) with using the Housing First approach and incorporating trauma-informed care practices, as well as adopting these principles at an organizational level.
- e. Describe the applicant's history of collaborating with community partners and working across systems to serve the target population.
- f. Describe the applicant's experience implementing quality improvement processes, including quantitative and qualitative data collection practices, participant feedback solicitation, and tracking outcomes and program quality through participant-level data.
- g. Describe the experience of the applicant and sub-recipients (if any) in effectively utilizing federal funds and performing the activities in the proposal.
- h. Describe the applicant's financial capacity to administer the grant, including the accounting system that will be used to administer the grant and any financial procedures that might have that may impact the implementation of the grant.
- i. Describe the basic organization and management structure of the applicant sub-recipients (if any). Include a description of internal and external coordination, and structures for managing basic organization operations.

For proposals for projects targeting services to survivors of domestic violence, dating violence, sexual assault, human trafficking, and stalking, describe:

- j. Experience providing victim-centered services;
- k. Experience using or plan to utilize interpretation services.

For applicants currently receiving CoC funding as a direct grantee from HUD, please also report on the following:

- l. Have you consistently drawn down funds at least quarterly on all HUD CoC grants in the last 2 years? If not, please describe the reasons for not drawing the funds consistently and the actions you are taking to ensure timely draw down.
- m. Have you returned funds to HUD in the last 2 years? If yes, what amount? Please describe the reason the funds were returned and the actions that are being taken to ensure an increase and/or full spending.
- n. Have you submitted the Annual Performance Reports for all HUD CoC grants on time in the last 2 years? If not, please describe the reason for any late APR submission and the actions you are taking to ensure timely APR submission.
- o. If your organization has open Office of Inspector General (OIG) audit findings, or poor or non-compliance with applicable Civil Rights Laws and/or Executive Orders, please describe the reasons below and the actions you are taking to resolve the issue.
- p. List all HUD CoC grants currently held by (or awarded to, but not yet under agreement) the applicant, and the grant's current status (number of months or years program has actually been operating). Unless otherwise determined by the Office of Homeless Services, **organizations whose local renewal projects scored in the lowest 10% of all renewal projects in the FY2019 Philadelphia CoC Local Renewal Competition are ineligible to apply for CoC Program funding for a new project.**

Please insert the following table format into your narrative, adding rows as needed, and complete it fully.

Project Name	Years Operating	Current HUD-issued Grant No.	Current Total Grant Awarded	Remaining funds (balance) from most recent grant period

7. References

For applicants not currently receiving CoC funding, provide at least three references, preferably for projects that are similar in type, scope, size and/or value to the work sought by this RFP. For each reference, include the name, address and telephone number of a contact person.

8. Proposed Subcontractors

State the intention to use subcontractors to perform any portion of the work sought by this RFP. For each such subcontractor, provide the name and address of the subcontractor, a description of the work Applicant intends the named subcontractor to provide, and whether the subcontractor can assist with fulfilling goals for inclusion of minority, woman, or disabled-owned businesses or disadvantaged businesses as stated in Appendix B. Note that if subcontractors at any tier may perform services arising directly out of a City contract resulting from this RFP, Applicants must inform them of the City's minimum wage and benefits requirements and must require them to comply with such requirements. (See Section III.F for more information.)

9. Requested Exceptions to Contract Terms

State exceptions, if any, to City Contract Terms that Applicant requests, including the reasons for the request and any proposed alternative language. (See Section III.B for more information.)

10. Office of Economic Opportunity - Solicitation for Participation and Commitment Form/Diversity Report of Nonprofit Organizations

As a separate document, Nonprofit Applicants must include a completed "Solicitation for Participation and Commitment Form" and a completed "Diversity Report of Nonprofit Organizations" form when responding to an RFP that contains ranges for the participation of M/W/DSBEs. The forms are provided with Appendix B-1 and Appendix B-2 of this RFP. (See Section III.D for more information.)

11. Tax and Regulatory Status and Clearance Statement

Include a statement, in the form requested in Appendix C, attesting to Applicant's tax and regulatory compliance with the City. (See Section III.E for more information.)

12. Disclosure of Litigation; Disclosure of Administrative Proceedings

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

For applicants currently receiving CoC funding, if you have had a HUD audit/ monitoring in the past 12 months, please describe any findings and your organization's corrective actions to satisfy the findings. If your organization has any unresolved monitoring or audit findings on HUD grants, please describe actions being taken to resolve. Please attach a copy of the HUD Monitoring Report and the corrective action plan that you submitted to HUD.

13. Statement of Financial Capacity

Provide documentation demonstrating fiscal solvency and financial capability to perform the work sought by this RFP. Provide a general, independent statement of the Applicant's financial condition in addition to:

- Applicant's most recent audited or unaudited financial statements, i.e. attach 1 copy of the most recent Independent Audit to the email submission;
- Disclosure of any bankruptcy filings over the past five years;
- Most recent IRS Form 990.

14. Local Business Entity or Local Impact Certification. (Optional if applicable to Applicant)

If applicable, Applicant may elect to provide the certification statement in the form of Appendix D as to Applicant's status as a Local Business Entity or its local impact if awarded the contract. (*See* Section III.H. for more information.)

15. LGBTQ-Owned Business Data Collection (Optional if applicable to Applicant and/or

Applicant's proposed subcontractors)

As part of the City's commitment to diversity, equity and inclusion in all aspects of City procurement, the City is collecting data to identify the number of companies beneficially owned and controlled by Lesbian, Gay, Bisexual, Transgender and Queer persons who wish to do business with the City (collectively, "LGBTQ businesses"). The data will be used to identify the number of LGBTQ businesses currently doing business with the City. It will also assist in efforts to include LGBTQ certified businesses into the City's vendor database. Response to this form (Appendix E) is voluntary. (*See* Section III.I. for more information.)

16. Disclosure Requirements

Disclose all information required under Chapter 17-1400 of the Philadelphia Code, including any local and state political campaign contributions, on the forms provided through RFPs Online Philly. (*See* Section III.J. for more information.)

17. Defaults

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

18. Statement of Anticipated Job Creation *(optional)*

Applicant shall provide a narrative description on whether and how a contract award based on its proposal will result in new job creation within the following: 1) City of Philadelphia; 2) Philadelphia Metropolitan Statistical Area; 3) Commonwealth of Pennsylvania; 4) United States of America. For each job anticipated, the Applicant shall describe the following: job title, job description, educational qualifications, and anticipated annual salary or anticipated annual hourly rate.

B. Notice to Applicants to State Requested Exceptions to Contract Terms in Proposal

The City's standard contract terms and conditions for services of the type sought by this contracting opportunity (Contract Terms) are set forth in the General Provisions attached to this RFP as Appendix A. By submitting a proposal in response to this contract opportunity, the Applicant agrees that, except as provided herein, it will enter into a contract with the City containing substantially the Contract Terms.

For any contract awarded for work to be performed on or after July 1, 2019 the City has instituted a policy of making all of its payments under the contract through electronic deposits into the awarded entity's designated bank account. Before any City payments are made, the awarded entity will be required to supply the City with the information necessary for the City to initiate electronic payments by completing one of the electronic payment processing enrollment forms available on the City's vendor portal at <https://secure.phila.gov/finance/vendorpayments>. Applicants awarded a contract before July 1, 2019 are encouraged to complete one of the electronic payment processing enrollment forms before the conversion to electronic payments becomes mandatory. The City intends to stop issuing paper checks.

Applicants must state clearly and conspicuously any modifications, waivers, objections or exceptions they seek ("Requested Exceptions") to the Contract Terms in a separate section of the proposal entitled "Requested Exceptions to Contract Terms." For each Requested Exception, the Applicant must identify the pertinent Contract Term by caption and section number and state the reasons for the request. The Applicant must also propose alternative language or terms for each Requested Exception. Requested Exceptions to the City's Contract Terms will be approved only when the City determines in its sole discretion that a Requested Exception makes business sense, does not pose unacceptable risk to the City, and is in the best interest of the City. By submitting its proposal, the Applicant agrees to accept all Contract Terms to which it does not expressly seek a Requested Exception in its proposal. The City reserves the right, in its sole discretion, to evaluate and reject proposals based in part on whether the Applicant's proposal contains

Requested Exceptions to Contract Terms, and the number and type of such requests and alternative terms proposed.

If, after the City issues its Notice of Intent to Contract to an Applicant, the Applicant seeks Requested Exceptions to Contract Terms that were not stated in its proposal, the City may, in its sole discretion, deny the Requested Exceptions without consideration or reject the proposal.

The City reserves the right, in its sole discretion, (i) to waive any failure to comply with the terms of this Notice to Applicants if it determines it is in the best interest of the City to do so; and (ii) to require or negotiate terms and conditions different from and/or additional to the Contract Terms in any final contract resulting from this contract opportunity, without notice to other Applicants and without affording other Applicants any opportunity to revise their proposals based on such different or additional terms.

C. Office of Economic Opportunity – Participation Commitment/Diversity Reports

Each Applicant is subject to the provisions of Mayoral Executive Order 03-12, the City's Antidiscrimination Policy for participation by Minority Business Enterprises ("MBE"), Woman Business Enterprises ("WBE") and Disabled Business Enterprises ("DSBE") (collectively, "M/W/DSBE") as those terms are defined in Executive Order 03-12. While there are no specific participation ranges established for this RFP, Applicants are required to exercise their "Best and Good Faith Efforts" to provide meaningful opportunities for the participation of M/W/DSBEs in their proposals. Forms, instructions and special contract provisions which explain the requirements of the Antidiscrimination Policy for City contracts in more detail are included in Appendix B-1 to this RFP. Appendix B-1 includes the "Solicitation for Participation and Commitment Form" which Applicants should complete and return with their proposal if Applicant has solicited and/or made commitments to use M/W/DSBEs as part of its proposal. M/W/DSBEs are also encouraged to respond directly to this RFP.

If Applicant is a nonprofit organization, Mayoral Executive Order 03-12 requires nonprofit Applicants to document their diversity policies. Applicants that are nonprofit organizations should refer to the special contract provisions and instructions attached to this RFP as Appendix B-2. Included in Appendix B-2 is the form, "Diversity Report of Nonprofit Organizations," which should be completed and returned with proposals submitted by nonprofit Applicants even if a nonprofit Applicant is also submitting a "Solicitation for Participation and Commitment" form.

D. The Philadelphia Tax and Regulatory Status and Clearance Statement

It is the policy of the City of Philadelphia to ensure that each contractor and subcontractor has all required licenses and permits and is current with respect to the payment of City taxes or other indebtedness owed to the City (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), and is not in violation of other regulatory provisions contained in the Philadelphia Code. To assist the City, through its Department of Revenue and Department of Licenses and Inspections, in determining this status, each Applicant is required to submit with its proposal the certification statement entitled City of Philadelphia Tax and Regulatory Status and Clearance Statement which is attached to this RFP as Appendix C.

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

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

If an Applicant or a proposed subcontractor is not currently in compliance with the City's tax and regulatory codes, please contact the Revenue Department to make arrangements to come into compliance at 215-686-6600 or revenue@phila.gov.

Applicants need not have a City of Philadelphia Business Income and Receipts Tax Account Number (formerly Business Privilege Tax Account Number) and Commercial Activity License Number (formerly Business Privilege License Number) to respond to this RFP, but will, in most circumstances, be required to obtain one or both if selected for award of the contract contemplated by the RFP.² Applications for a Business Income and Receipts Tax Account Number or a Commercial Activity License³ may be made on line by visiting the City of Philadelphia Business Services Portal at <http://business.phila.gov/Pages/Home.aspx> and clicking on "Register Now." If you have specific questions, call the Department of Revenue at 215-686-6600 for questions related to City of Philadelphia Business Income and Receipts Tax Account Number or the Department of Licenses and Inspections at 215-686-2490 for questions related to the Commercial Activity License.

E. Compliance with Philadelphia 21st Century Minimum Wage and Benefits Ordinance

Applicants are advised that any contract awarded pursuant to this RFP is a "Service Contract," and the successful Applicant under such contract is a "Service Contractor," as those terms are defined in Chapter 17-1300 of the Philadelphia Code ("Philadelphia 21st Century Minimum Wage and Benefits Standard Ordinance") Any Subcontractor (as defined in the General Provisions attached as an Appendix to this RFP), and any sub-subcontractor at any tier proposed to perform services sought by this RFP, is also a "Service Contractor" for purposes of Chapter 17-1300. If any such Service Contractor (i.e. Applicant and subcontractors at any tier) is also an "Employer," as that term is defined in Section 17-1302 (more than five employees), and is among the Employers listed in Section 17-1303 of the Code, then during the term of any resulting contract, it is subject to the minimum wage and benefits provisions set forth in Chapter

² Applicants that have a Business Privilege Tax Number should use that number, as it is automatically their Commercial Activity License Number, and need not apply for a new Commercial Activity License Number. Similarly, Applicants with a Business Privilege Tax Account Number should use that number as their Business Income and Receipts Tax Account Number.

³ Commercial Activity Licenses are not typically required for non-profit organizations; however, Business Income and Receipts Tax Account Numbers typically are required.

17-1300 unless it is granted a waiver or partial waiver under Section 17-1304. Absent a waiver, these minimum wage and benefits provisions, which include a minimum hourly wage that is adjusted annually based on the CPI, health care and sick leave benefits, are mandatory and must be provided to Applicant's employees or the employees of any subcontractor at any tier who perform services related to the City contract resulting from this RFP. Applicants and any subcontractors at any tier proposed by Applicants are strongly encouraged to consult Chapter 17-1300 of the Philadelphia Code,⁴ the General Provisions, and the About/Minimum Wage and Equal Benefits Ordinances Impacting Some City Contractors links on the RFPs Online Philly home page for further details concerning the applicability of this Chapter to, and obligations it imposes on certain City contractors and subcontractors at any tier. In addition to the enforcement provisions contained in Chapter 17-1300, the successful Applicant's failure or the failure of any subcontractor at any tier to comply (absent an approved waiver) with the provisions of Chapter 17-1300, or any discrimination or retaliation by the successful Applicant or Applicant's subcontractors at any tier against any of their employees on account of having claimed a violation of Chapter 17-1300, shall be a material breach of any Service Contract resulting from this RFP. By submitting a proposal in response to this RFP, Applicants acknowledge that they understand, and will comply with the requirements of Chapter 17-1300, and will require the compliance of their subcontractors at any tier if awarded a contract pursuant to this RFP. Applicants further acknowledge that they will notify any subcontractors at any tier proposed to perform services related to this RFP of the requirements of Chapter 17-1300.

F. 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 (*see* footnote 3 for online access to 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 17-1900 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. Further information concerning the

⁴ 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."

applicability of the Equal Benefits Ordinance, and the obligations it imposes on certain City contractors is contained in the General Provisions attached to this RFP and the About/Minimum Wage and Equal Benefits Ordinances Impacting Some City Contractors links on the RFPs Online Philly home page.

G. Local Business Entity or Local Impact Certification

Pursuant to Mayoral Executive Order No. 04 -12, the City Department 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 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.

H. LGBTQ Applicant Opportunity Data

As part of the City’s commitment to diversity, equity and inclusion in all aspects of City procurement, the City is collecting data to identify the number of companies beneficially owned and controlled by Lesbian, Gay, Bisexual, Transgender and Queer persons who wish to do business with the City (collectively, “LGBTQ businesses”). The data will be used to identify the number of LGBTQ businesses currently doing business with the City. It will also assist in efforts to include LGBTQ certified businesses into the City’s vendor database. Response to this form is voluntary.

I. Selection Process

This RFP is not a competitive bid subject to the requirement of Section 8-200 of the Philadelphia Home Rule Charter that award be made to the lowest responsible bidder. Cost to the City is a material factor, but it is not the sole, or necessarily the determining factor, in proposal evaluation. The City may, at its sole discretion, award a contract resulting from this RFP to an organization other than the responsible Applicant submitting the lowest price. If the City chooses to award a contract, that contract will be awarded to the Applicant whose proposal the City determines, in its sole discretion, is the most advantageous to the City and in the City’s best interest.

Proposals submitted under this RFP will be evaluated in a two-step process. First, each proposal will be reviewed based on basic threshold requirements. If the answer to any of the following threshold questions is “no”, the proposal will be rejected.

- Is the applicant eligible to respond to the RFP?
- Are the activities for which funding is requested eligible under this RFP?
- Are the beneficiaries for which funding is requested eligible under this RFP?

- Is the proposal complete?

Proposals received in response to this RFP that meet threshold requirements will be independently reviewed and scored by a review panel. Notice of the final review and acceptance decisions made through the local process will be distributed to successful applicants via phone call, electronic mail, facsimile, or regular mail no later than Friday, September 13, 2019 and posted on www.phila.gov/rfp.

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

1. Superior ability or capacity to meet particular requirements of contract and needs of City Department and those it serves.

With implementation of the Coordinated Entry and Assessment Based Housing Referral System (CEA-BHRS), the Philadelphia CoC is prioritizing its limited resources to the most vulnerable households with the longest histories of homelessness and working hard to reduce the amount of time people remain homeless by connecting them to permanent housing as quickly as possible. The future vision of the homeless assistance system is that households with higher needs that are assessed to need permanent supportive housing may be connected, first, to rapid re-housing assistance to end their homelessness if permanent supportive housing is not readily available. Instead of waiting in shelter, on the streets, or a location not meant for human habitation for their permanent supportive housing, the household's homelessness is ended and they are working toward more long-term stability in rapid re-housing. Given the system's focus on serving those who are the most vulnerable with the greatest needs and longest histories of homelessness, it is imperative for the Philadelphia CoC to invest in new rapid re-housing projects that are equipped to serve households with higher needs/ vulnerabilities, including those experiencing chronic homelessness with serious mental illness and substance use disorders. Applicants with histories of successfully serving households with high needs and long histories of homelessness and operating permanent supportive housing projects will be highly competitive for new rapid re-housing projects.

- Serving households without children
 - 1) 100% Chronic Dedicated Permanent Supportive Housing
 - 2) Rapid Re-Housing
 - 3) DedicatedPLUS Permanent Supportive Housing
- Serving youth ages 18-24, including parenting youth
 - 1) Joint Transitional Housing – Rapid Re-Housing
 - 2) Rapid Re-Housing
 - 3) DedicatedPLUS Permanent Supportive Housing
- Serving survivors of domestic violence, dating violence, sexual assault, human trafficking, and stalking (households with or without children)
 - 1) Rapid Re-Housing
 - 2) Joint Transitional Housing – Rapid Re-Housing
- Serving households with children
 - 1) Rapid Re-Housing
 - 2) DedicatedPLUS Permanent Supportive Housing

2. Eligibility under Code provisions relating to campaign contributions.
3. Superior prior experience of Applicant and staff:
 - Operating project(s) of similar size and scope to the work sought by the RFP;
 - Providing services to households experiencing homelessness, including:
 - Operating using a Housing First Approach with trauma-informed orientation;
 - Helping participants find and secure long-term permanent housing based on their unique strengths, needs, preferences, and financial resources;
 - Implementing housing stabilization services, connecting participants to community supports most critical to ongoing housing stability;
 - Establishing partnerships with providers of mainstream resources, benefits, and services;
 - Assisting participants to increase employment and/or income, address their anticipated employment/income-related needs, and maximize their ability to live independently;
 - Conducting regular follow-ups with participants to ensure mainstream benefits are received and renewed;
 - Managing and maintaining residential property (*if applicable*).
 - Providing housing and case management services to the project's specific target subpopulation (if applicable);
 - *For DV projects:* providing victim-centered services to households fleeing or attempting to flee DV, dating violence, sexual assault, stalking, human trafficking, or other dangerous life threatening conditions.
4. Superior quality, efficiency and fitness of proposed solution for City Department.
 - Provides a clear picture of the proposed target population and demonstrates a thorough understanding of their housing and service needs, including a recognition that needs will change over time;
 - Presents a feasible timeline and detailed strategy for rapid implementation of the program;
 - Prioritizes achieving positive outcomes related to housing stability, increased income, and connection to mainstream benefits;
 - Reflects an understanding of the requirement to participate in HMIS and accept referrals into the proposed project from the OHS Clearinghouse;
 - Demonstrates understanding and commitment to Housing First Approach, participant choice and involvement, and using a trauma-informed approach;
 - Demonstrates capacity to calculate annual income/tenant rent and work with landlords (*if applicable*);
 - Demonstrates that the Applicant has a system of continuous quality improvement and program evaluation in place;
 - Presents a plan to obtain participant feedback in this new project to assess participant satisfaction and ensure high quality of services.

For projects utilizing private market housing units, demonstrated understanding of:

- Housing needs of the target population and of the relevant neighborhoods, markets, and “community amenities” (i.e., shopping, schools, public transportation, health care, recreation, social services) that will best meet those needs;

- Availability of proposed rental units within current Fair Market Rent limitations;
- Neighborhood conditions and accessibility of community amenities and the capacity to assist participants to find the widest possible choice of housing units.

5. Superior skill and reputation, including timeliness and demonstrable results.

For applicants with existing CoC grants:

- Applicant's projects demonstrate results in meeting and exceeding local performance standards, as demonstrated through the annual local CoC renewal competition.
- Applicant's history of HMIS participation and timely data quality and Annual Performance Report (APR) submissions support a reasonable expectation of timely and quality-controlled compliance with requirements related to program data.
- Applicant is in good standing with HUD without any open HUD monitoring findings.
- If applicant has open Office of Inspector General (OIG) audit findings, there is an action plan to resolve the issue(s).
- No open findings in most recent OHS Monitoring Review.

6. Special benefit to continuing services of incumbent, such as operational difficulties with transition or needs of population being served.

7. Benefit of promoting long-term competitive development and allocation of experience to new or small businesses, including those owned by minority or disabled persons or by women.

8. Lower cost.

9. Administrative and operational efficiency, requiring less City oversight and administration:

- Strong organizational structure for managing operations and for internal and external coordination that supports a reasonable expectation of capacity to complete this project;
- Clear and *accurate* calculations on its Budget Detail Forms;
- Demonstrated capacity to administer grants effectively, considering:
 - Experience in effectively utilizing federal funds;
 - Consistency in drawing down funds on HUD CoC grants (if applicable); and
 - History (if any) of underspending/returning HUD funds.

10. Anticipated long-term cost effectiveness.

- Proposed budget is reasonable for the level of services provided, based on the type of project, population served, and number of households to be served;
- Proposal includes actionable plan for leveraging services for which the applicant has secured commitments and coordinating with other providers to increase the effectiveness of the proposed program;
- Applicant has written commitments of cash and/or in-kind value that meet or exceed HUD's 25% match requirements;
- Applicant leverages or plans to leverage Medicaid and non-Medicaid resources to finance supportive services such as case management and behavioral health services;
- Applicant has clear plan to progressively engage households by assessing their needs on an ongoing basis, and provide appropriate assistance as needed;

- *For RRH and TH-RRH projects*, Applicant describes a clear, strong, and reasonable method for working with each head of household to determine the type, amount, and duration of financial assistance needed to secure permanent housing.

11. Meets prequalification requirements.

12. Applicant's certification of its Local Business Entity/Local Impact status pursuant to Executive Order 04-12.

Applicants whose proposals are approved for inclusion in Philadelphia's Collaborative Application will be required to provide additional information, and will be required to submit that response to Homeless Services prior to the Federal deadline. Final assembly of Philadelphia's Collaborative Application will be completed by Homeless Services.

If a contract is awarded pursuant to this RFP, in compliance with Section 17-1402 (c) of the Philadelphia Code, a notice will be published on the City's RFPs Online website (go to www.phila.gov/rfp/ and RFPs Online) listing the names of all Applicants and identifying the successful Applicant and the basis for the award to that Applicant. This notice will appear on the City's website for at least one week before the contract is executed. In no event, however, shall the City Department or City Agency issuing this RFP be obligated to debrief unsuccessful Applicants as to the basis for its decision not to award a contract to them.

IV. Proposal Administration

A. Procurement Schedule

RFP Posted	Monday, July 22, 2019
Pre-Proposal Meeting	Tuesday, July 30, 2019 Municipal Services Building, 1401 JFK Blvd., 16 th Floor, Rm Z
Applicant Questions Due	Friday, August 2, 2019, 3:00pm , Philadelphia, PA local time
Answers Posted on www.phila.gov/rfp/ Website	Monday, August 5, 2019
Proposals Due	Monday, August 19, 2019 5:00pm, Philadelphia, PA local time
Application Review	August 20-26, 2019
Applicant Selection (Local Process Only)	Friday, September 13, 2019
Contract Execution (Depends on whether HUD awards the grant)	If recommended for funding and HUD awards funding, no later than December 31, 2020
Commencement of Work	If recommended for funding and HUD awards funding, no later than December 31, 2020

The above dates are estimates only and the City reserves the right, in its sole discretion, to change this schedule. Notice of changes in the pre-proposal meeting date/time or location, the due date for

Applicant questions, and the date for proposal submission will be posted on the City's website at www.phila.gov/contracts (click on *Additional Opportunities*). The other dates/times listed may be changed without notice to prospective Applicants.

B. Questions Relating to the RFP

All questions concerning this RFP must be submitted in writing via email to Leticia Devonish, leticia.devonish@phila.gov no later than 3:00pm, Philadelphia local time on August 2, 2019 and may not be considered if not received by then. The City will respond to questions it considers appropriate to the RFP and of interest to all Applicants, but reserves the right, in its discretion, not to respond to any question. Responses will be posted on the City's website at www.phila.gov/contracts (click on *Additional Opportunities* and go to the Opportunity Details page for this notice of contracting opportunity). Responses posted on the City's website become part of the RFP upon posting. The City reserves the right, in its discretion, to revise responses to questions after posting, by posting the modified response. No oral response to any Applicant question by any City employee or agent shall be binding on the City or in any way considered to be a commitment by the City.

C. Term of Contract

It is anticipated that the initial term of the Contract shall commence no later than December 31, 2020 (the "Initial Term") and, unless sooner terminated by the City pursuant to the terms of the Contract, shall expire up to twelve months thereafter, no later than December 30, 2021. The City may, at its sole option, amend the Contract to add up to three (3) additional successive one-year terms ("Additional Terms"). Except as may be stated otherwise in such amendment, the terms and conditions of this Contract shall apply throughout each Additional Term.

V. General Rules Governing RFPs/Proposals; Reservation of Rights and Confidentiality

A. Revisions to RFP

The City reserves the right to change, modify or revise the RFP at any time. Any revision to this RFP will be posted on RFPs Online Philly with the original Opportunity Details. It is the Applicant's responsibility to check the RFPs Online Philly website frequently to determine whether additional information has been released or requested.

B. City Employee Conflict Provision

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

C. Proposal Binding

By submitting its proposal, each Applicant agrees that it will be bound by the terms of its proposal for a minimum of 180 calendar days from the application deadline for this RFP. An Applicant's refusal to enter into a contract which reflects the terms and conditions of this RFP or the Applicant's proposal may, in the City's sole discretion, result in rejection of Applicant's proposal.

D. Contract Preparation Fee

Pursuant to Chapter 17-700 of the Philadelphia Code, the successful Applicant must generally pay a contract preparation fee. Regulations promulgated by the City Solicitor currently establish the following schedule of fees for preparation of the initial contract and subsequent amendments, based upon the amounts involved and whether the successful Applicant is a for-profit or nonprofit entity:

<u>Amount of Contract or Amendment</u>	<u>For-Profit Fees</u>		<u>Non-Profit Fees</u>	
	<u>Contract</u>	<u>Amendment</u>	<u>Contract</u>	<u>Amendment</u>
\$0-\$30,000	\$50	\$50	\$0	\$0
\$30,001-\$100,000	\$200	\$170	\$0	\$0
\$100,001-\$500,000	\$500	\$340	\$0	\$0
\$500,001-\$1,000,000	\$900	\$520	\$0	\$0
Over \$1,000,000	\$1,500	\$1,000	\$0	\$0

In its discretion, the Law Department may grant a full or partial waiver of any of the above fees in exceptional cases for good cause shown, such as violation of a grant covenant. Governmental entities are exempt from the fees. The Law Department reserves the right to collect up to twice the stated fee if extensive negotiation is required to reach a final contract with the successful Applicant.

E. Reservation of Rights

By submitting its response to this notice of contract opportunity as posted on the RFPs Online Philly web site (“RFPs Online Philly”), the Applicant accepts and agrees to this Reservation of Rights and to the terms of this Notice of Contract Opportunity. The term “notice of contract opportunity,” as used herein, means this RFP and includes all information posted on RFPs Online Philly in relation to this “New Contract Opportunity” as published on RFPs Online Philly, including, without limitation, the information posted for this opportunity on the “Detailed Information for Opportunity” page, in the RFPs OnlinePhilly “Opportunity List,” and including in addition to this RFP, any other document linked to the Detailed Information for Opportunity Page or otherwise displayed on or linked to this notice of contract opportunity.

1. This Notice of Contract Opportunity

The City reserves and may, in its sole discretion, exercise any one or more of the following rights and options with respect to this notice of contract opportunity:

- (a) to reject any and all proposals and to reissue this notice of contract opportunity at any time prior to execution of a final contract;
- (b) to issue a new notice of contract opportunity with terms and conditions substantially different from those set forth in this or a previous notice of contract opportunity;
- (c) to issue a new notice of contract opportunity with terms and conditions that are the same or similar as those set forth in this or a previous notice of contract opportunity in order to obtain additional proposals or for any other reason the City determines to be in the City’s best interest;

(d) to extend this notice of contract opportunity in order to allow for time to obtain additional proposals prior to the notice of contract opportunity application deadline or for any other reason the City determines to be in the City's best interest;

(e) to supplement, amend, substitute or otherwise modify this notice of contract opportunity at any time prior to issuing a notice of intent to contract to one or more Applicants;

(f) to cancel this notice of contract opportunity at any time prior to the execution of a final contract, whether or not a notice of intent to contract has been issued, with or without issuing, in the City's sole discretion, a new notice of contract opportunity for the same or similar services;

(g) to do any of the foregoing without notice to Applicants or others, except such notice as the City, in its sole discretion, elects to post on RFPs OnlinePhilly.

2. Proposal Selection and Contract Negotiation

The City reserves and may, in its sole discretion, exercise any one or more of the following rights and options with respect to proposal selection:

(a) to reject any proposal if the City, in its sole discretion, determines the proposal is incomplete, deviates from or is not responsive to the requirements of this notice of contract opportunity, does not comply with applicable law (including, without limitation, Chapter 17-1400 of the Philadelphia Code), is conditioned in any way, or contains ambiguities, alterations or items of work not called for by this notice of contract opportunity, or if the City determines it is otherwise in the best interest of the City to reject the proposal;

(b) to reject any proposal if, in the City's sole judgment, the Applicant has been delinquent or unfaithful in the performance of any contract with the City or with others; is delinquent, and has not made arrangements satisfactory to the City, with respect to the payment of City taxes or taxes collected by the City on behalf of the School District of Philadelphia, or other indebtedness owed to the City; is not in compliance with City regulatory codes applicable to Applicant; is financially or technically incapable; or is otherwise not a responsible Applicant;

(c) to waive any defect or deficiency in any proposal, including, without limitation, those identified in subsections (a) and (b) preceding, if, in the City's sole judgment, the defect or deficiency is not material to the proposal;

(d) to require, permit or reject, in the City's sole discretion, amendments (including, without limitation, information omitted), modifications, clarifying information, and/or corrections to their proposals by some or all of the Applicants at any time following proposal submission and before the execution of a final contract;

(e) to issue a notice of intent to contract and/or execute a contract for any or all of the items in any proposal, in whole or in part, as the City, in its sole discretion, determines to be in the City's best interest;

(f) to enter into negotiations with any one or more Applicants regarding price, scope of services, 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, whether or not a notice of intent to contract has been issued to any Applicant and without reissuing this notice of contract opportunity;

(g) to enter into simultaneous, competitive negotiations with multiple Applicants or to negotiate with individual Applicants, either together or in sequence, and to permit or require, as a result of negotiations, the expansion or reduction of the scope of services or changes in any other terms of the submitted proposals, without informing other Applicants of the changes or affording them the opportunity 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;

(h) to discontinue negotiations with any Applicant at any time prior to the execution of a final contract, whether or not a notice of intent to contract has been issued to the Applicant, and to enter into negotiations with any other Applicant, if the City, in its sole discretion, determines it is in the best interest of the City to do so;

(i) to rescind, at any time prior to the execution of a final contract, any notice of intent to contract issued to an Applicant, and to issue or not issue a notice of intent to contract to the same or a different Applicant and enter into negotiations with that Applicant, if the City, in its sole discretion, determines it is in the best interest of the City to do so;

(j) to elect not to enter into any contract with any Applicant, whether or not a notice of Intent to Contract has been issued and with or without the reissuing this notice of contract opportunity, if the City determines that it is in the City's best interest to do so;

(k) to require any one or more Applicants to make one or more presentations to the City at the City's offices or other location as determined by the City, at the Applicant's sole cost and expense, addressing the Applicant's proposal and its ability to achieve the objectives of this notice of contract opportunity;

(l) to conduct on-site investigations of the facilities of any one or more Applicants (or the facilities where the Applicant performs its services);

(m) to inspect and otherwise investigate projects performed by the Applicant, whether or not referenced in the proposal, with or without consent of or notice to the Applicant;

(n) to conduct such investigations with respect to the financial, technical, and other qualifications of each Applicant as the City, in its sole discretion, deems necessary or appropriate; and,

(o) to do any of the foregoing without notice to Applicants or others, except such notice as the City, in its sole discretion, elects to post on RFPs OnlinePhilly.

3. Miscellaneous

(a) Interpretation; Order of Precedence. In the event of conflict, inconsistency or variance between the terms of this Reservation of Rights and any term, condition or provision contained in any notice of contract opportunity, the terms of this Reservation of Rights shall govern.

(b) Headings. The headings used in this Reservation of Rights do not in any way define, limit, describe or amplify the provisions of this Reservation of Rights or the scope or intent of the provisions, and are not part of this Reservation of Rights.

F. Confidentiality and Public Disclosure

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

By submission of a proposal, Applicants acknowledge and agree that the City, as a municipal corporation, is subject to state and local public disclosure laws and, as such, is legally obligated

to disclose to the public documents, including proposals, to the extent required thereunder. Without limiting the foregoing sentence, the City's legal obligations shall not be limited or expanded in any way by an Applicant's assertion of confidentiality and/or proprietary data.

ATTACHMENT 1: APPLICANT PROFILE AND PROJECT SUMMARY FORM

New Project Proposal – City of Philadelphia – 2019 HUD Continuum of Care Program Funding

Applicant name:	Click here to enter text.	Applicant address:	Click here to enter text.
Applicant phone:	Click here to enter text.	Applicant website:	Click here to enter text.
DUNS Number:	Click here to enter text.	Tax ID or EIN:	Click here to enter text.
Country and State of org. formation:	Click here to enter text.	Faith-Based Organization:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Registered to do business in Philadelphia and/or Pennsylvania?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Years in operation:	#
Registered as a	<input type="checkbox"/> Minority-Owned Business <input type="checkbox"/> Woman-Owned Business <input type="checkbox"/> Disabled-Owned Business <input type="checkbox"/> Disadvantaged Business?	If so, certifying agency:	Click here to enter text.
Has applicant ever received a federal grant, directly or through a State or local agency?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Name of Proposed Project:	Click here to enter text.		
Project Type:	<input type="checkbox"/> RRH <input type="checkbox"/> DV RRH <input type="checkbox"/> 100% Chronic Dedicated PSH <input type="checkbox"/> Youth TH-RRH <input type="checkbox"/> DV TH-RRH <input type="checkbox"/> DedicatedPLUS PSH		
Project is:	<input type="checkbox"/> New <input type="checkbox"/> Expansion of Existing Project	Households to be served at maximum capacity:	#
Household Type(s):	<input type="checkbox"/> Households without children <input type="checkbox"/> Households with children <input type="checkbox"/> Youth ages 18-24		
Congressional District in which Project is located (if site-based):	Click here to enter text.		
City Council District in which Project is located (if site-based):	Click here to enter text.		
Does/will the project use Energy Star products/appliances (if site-based)?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
Application Contact Person:	Click here to enter text.	Phone:	Click here to enter text.
Job Title:	Click here to enter text.	Email:	Click here to enter text.

Activities	Annual Request
Rental Assistance	Click here to enter text.
Leasing	Click here to enter text.
Supportive Services	Click here to enter text.
Operating	Click here to enter text.
New Construct, Acquisition, Rehabilitation	Click here to enter text.
SubTotal (Add all lines above)	Click here to enter text.
Administration (up to 10% of subtotal above)	Click here to enter text.
Total Match (cash and in-kind) - at least 25% of total request, except leasing	Click here to enter text.
Total Leverage (cash or in-kind contribution beyond the required 25%)	Click here to enter text.
Total Annual Budget (Request + Match + Leverage)	Click here to enter text.

Authorized Representative To the best of my knowledge and belief, all data in this application are true and correct. The application has been duly authorized by the governing body of the applicant and, if funded, the applicant will comply with all program regulations.

Signature of Authorized Representative:

Typed Name of Authorized Representative: [Click here to enter text.](#)
Title: [Click here to enter text.](#)

Date: [Click here to enter text.](#)

ATTACHMENT 2: BUDGET DETAILS

New Project Proposal – City of Philadelphia – 2019 HUD Continuum of Care Program Funding

Rental Assistance: Enter number of units by unit type; multiply number of units by monthly FMR; multiply by 12 months (1 year); and enter totals.

Name of metropolitan or non-metropolitan FMR area: Philadelphia-Camden-Wilmington, PA-NJ-DE-MD MSA				
Unit size	No. of units	2019 FMR	No. of months	Total rent budget
0-bedrm (efficiency)		x \$840	x 12	= \$
1-bedrm		x \$992	x 12	= \$
2-bedrm		x \$1,200	x 12	= \$
3-bedrm		x \$1,503	x 12	= \$
4-bedrm		x \$1,715	x 12	= \$
TOTALS:				

Leasing Units Costs: Enter number of units by unit type; multiply number of units by monthly FMR; multiply by 12 months (1 year); and enter totals.

Name of metropolitan or non-metropolitan FMR area: DE Philadelphia-Camden-Wilmington, PA-NJ-DE-MD MSA				
Unit size	No. of units	2019 FMR	No. of months	Total rent budget
0-bedrm (efficiency)		x \$840	x 12	= \$
1-bedrm		x \$992	x 12	= \$
2-bedrm		x \$1,200	x 12	= \$
3-bedrm		x \$1,503	x 12	= \$
4-bedrm		x \$1,715	x 12	= \$
TOTALS:				

Leasing Structure Costs:

Leasing Structure Costs	Description	Annual Request

ATTACHMENT 2: BUDGET DETAILS

New Project Proposal – City of Philadelphia – 2019 HUD Continuum of Care Program Funding

Operating Costs: Enter the quantity and total budget request for each operating cost. The request entered should be equivalent to the cost of one year of the relevant operating costs. When including staff costs, please include title, salary, and FTE.

Operating Costs	Description	Annual Request
Maintenance and Repair		
Electricity, Gas, and Water		
Property Tax and Insurance		
Furniture		
Replacement Reserve		
Equipment		
Building Security		
Total Annual Assistance Requested		

Supportive Services: Enter the quantity and total budget request for each supportive services cost. The request entered should be equivalent to the cost of one year of the relevant supportive service. When including staff cost, please include title, salary, and FTE.

Eligible Costs	Description	Annual Request
Assessment of Service Needs		
Assistance with Moving Costs		
Case Management		
Child Care		
Education Services		
Employment Assistance		
Food		
Housing Search/ Counseling Services		
Legal Services		
Life Skills		
Mental Health Services		
Outpatient Health Services		
Outpatient Substance Abuse Treatment Services		
Outreach Services		
Transportation		
Utility Deposits		
TOTAL REQUEST		

ATTACHMENT 2: BUDGET DETAILS

New Project Proposal – City of Philadelphia – 2019 HUD Continuum of Care Program Funding

Match and Leverage: A minimum of 25% of the project budget, excluding leasing costs, must be matched with a cash or in-kind contribution. Projects that demonstrate leverage/matching funds of 150% of the project request will be more competitive.

Complete the following match and leverage summary chart to provide details for each cash or in-kind contribution you are seeking. If the project is recommended for inclusion in Philadelphia's FY2019 Consolidated Application to HUD for CoC Program funding and is awarded by HUD, you will be required to submit letters or Memoranda of Understanding to HUD to document the commitments listed below.

Type (Cash or in-kind)	Contributor (Name of organization)	Source (Private or Government)	Date of Commitment (if applicable)	Dollar Value
TOTAL				

ATTACHMENT 3 - SUPPORTIVE SERVICES TYPE AND FREQUENCY CHART

New Project Proposal – City of Philadelphia – 2019 HUD Continuum of Care Program Funding

For all supportive services to be made available to participants, indicate who will offer services, how they will be accessed, and how often they will be provided, regardless of the resources that will be used to pay for the services.

Supportive Service	Provider*	Participant Access	Frequency (daily, weekly, bi-weekly, monthly, bi-monthly, annually)	Does Not Apply
Assessment of Service Needs				
Assistance with Moving Costs				
Case Management				
Child Care Operations and Vouchers				
Education Services				
Employment Assistance and Job Training				
Food (meals or groceries for program participants)				
Housing Search and Counseling				
Legal Services				
Life Skills Training				
Outpatient Mental Health Services				
Outpatient Health Services				
Outreach Services				
Outpatient Substance Abuse Treatment Services				
Transportation				
Utility Deposits				
Other:				
Other:				
Other:				

**For the Provider column, indicate: “Applicant” if the applicant will provide the service directly; “Sub-recipient” if a sub-recipient will provide the service directly; “Partner” if an organization that is not a sub-recipient of project funds but with whom a formal agreement or memorandum of understanding (MOU) has been signed will provide the service directly; or, “Non-Partner” if a specific organization with whom no formal agreement has been established regularly provides the service to clients.*

APPENDIX A

THE CITY OF PHILADELPHIA PROFESSIONAL SERVICES CONTRACT GENERAL PROVISIONS FOR THE OFFICE OF HOMELESS SERVICES

APPENDIX B
(CONSISTING OF APPENDIX B-1 AND APPENDIX B-2)

CITY OF PHILADELPHIA
OFFICE OF ECONOMIC OPPORTUNITY
ANTIDISCRIMINATION POLICY-MINORITY, WOMAN AND DISABLED
OWNED BUSINESS ENTERPRISES

SPECIAL CONTRACT PROVISIONS, INSTRUCTIONS AND FORMS

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

1. Only firms that are certified by an approved certifying agency² and identified in the OEO Certification Registry by the time of contract award will be 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.

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 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.

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.

6. In listing participation commitments on the Solicitation for Participation and Commitment Form, applicants are required to list a 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.

APPENDIX B-2

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

In response to the objectives of Executive Order 03-12, Applicants that are nonprofit organizations will be required to submit the following information to the Office of Economic Opportunity (OEO):

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

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

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

APPENDIX B-2
City of Philadelphia – Office of Economic Opportunity
Diversity Report of Nonprofit Organizations

1 DEMOGRAPHIC BREAKDOWN OF WORKFORCE								
Please provide the following demographic breakdown of your workforce by race/ethnicity/gender/ disability:				#	%	Males Females	#	%
African American								
Asian/Pacific Islander								
Caucasian								
Disabled								
Hispanic								
Native American								
Other								
Total Number of Employees								
2 DEMOGRAPHIC BREAKDOWN OF BOARD COMPOSITION								
Please provide the following demographic breakdown of your Board of Directors or Trustees by race/ethnicity/gender/disability:				#	%	Males Females	#	%
African American								
Asian/Pacific Islander								
Caucasian								
Disabled								
Hispanic								
Native American								
Other								
Total Number of Directors or Trustees								
3 SUPPLIER DIVERSITY								
Please check the appropriate box to indicate if you have a supplier diversity policy. If “no,” please explain on your letterhead.							Yes	No
If you maintain a supplier diversity policy, please attach a copy of your supplier diversity policy.								
Please identify below, your agency’s five (5) highest minority, woman, and/or disabled owned business suppliers of products or services, indicating your estimated annual expenditure(s) with the firm:								
Company Name		Company Address	Company Telephone	Minority	Woman	Disabled	Annual Expenditures	
1								
2								
3								
4								
5								
Signature:		Date:		Non-Profit Name:				

APPENDIX B-2
City of Philadelphia – Office of Economic Opportunity
SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM

SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM (PROPOSAL) Minority (MBE), Women (WBE), and Disabled (DSBE) Business Enterprises					DEPARTMENT OF COMMERCE OFFICE OF ECONOMIC OPPORTUNITY (OEO)			
RFP Title:			Name of Proposer:			Proposal Submission Date:		
List below ALL MBE/WBE/DSBEs that were solicited regardless of whether a commitment resulted therefrom. - Photocopy this form as necessary.								
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> DSBE	Work to be Performed	Date Solicited		Commitment Made		Give Reason(s) If No Commitment
Company Name:				By Phone	By Mail	Yes (If Yes, give date)	NO	
Company Address:				Quote Received		Amount Committed To		
				YES	NO	Dollar Amount:		
Contact Person:						\$		
						Percent of Total Proposal: %		
Telephone Number:		Fax #						
OEO CERTIFICATION #								
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> DSBE	Work to be Performed	Date Solicited		Commitment Made		Give Reason(s) If No Commitment
Company Name:				By Phone	By Mail	Yes (If Yes, give date)	NO	
Company Address:				Quote Received		Amount Committed To		
				YES	NO	Dollar Amount:		
Contact Person:						\$		
						Percent of Total Proposal: %		
Telephone Number:		Fax #						
OEO CERTIFICATION #								
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> DSBE	Work to be Performed	Date Solicited		Commitment Made		Give Reason(s) If No Commitment
Company Name:				By Phone	By Mail	Yes (If Yes, give date)	NO	
Company Address:				Quote Received		Amount Committed To		
				YES	NO	Dollar Amount:		
Contact Person:						\$		
						Percent of Total Proposal: %		
Telephone Number:		Fax #						
OEO CERTIFICATION #								

APPENDIX C

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

THIS IS A CONFIDENTIAL TAX DOCUMENT NOT FOR PUBLIC DISCLOSURE

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

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

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

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

Authorized Signature

Date

Print Name and Title

*Applicant name and number **must** correspond with those on file. Review the name and TIN requirements in the RFP's "Mandatory Online Application Requirements" section. Also, you may apply for a City of Philadelphia Business Income and Receipts Tax Account Number or a Commercial Activity License on line after you have registered your business on the City's Business Services website located at <http://business.phila.gov/Pages/Home.aspx>. Click on "Register" or "Register Now" to register your business.

Revised: February 2019

APPENDIX D
LOCAL BUSINESS ENTITY OR LOCAL IMPACT CERTIFICATION

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

Applicant Name: _____

Local Business Entity Certification

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

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

II. During the preceding 18 months, Applicant:

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

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

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

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

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

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

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

Local Impact Certification

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

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

Authorized Signature

Date

Print Name and Title

APPENDIX E

LGBTQ Applicant Opportunity Data

As part of the City's commitment to diversity, equity and inclusion in all aspects of City procurement, the City is collecting data to identify the number of companies beneficially owned and controlled by Lesbian, Gay, Bisexual, Transgender and Queer persons who wish to do business with the City (collectively, "LGBTQ businesses"). The data will be used to identify the number of LGBTQ businesses currently doing business with the City. It will also assist in efforts to include LGBTQ certified businesses into the City's vendor database. Response to this form is voluntary.

Applicant Name:

Bid or Opportunity #:

1. Is Applicant's business beneficially owned and controlled by persons who self-identify as Lesbian, Gay, Bisexual, Transgender or Queer? ☐ Yes ☐ No

2. Is Applicant's business currently certified as a Lesbian, Gay, Bisexual, Transgender, Business Enterprise (LGBTBE) by the National LGBT Chamber of Commerce (NGLCC) through their local Philadelphia affiliate, the Independence Business Alliance (IBA)? ☐ Yes ☐ No

a. If yes, Applicant is currently certified by NGLCC/IBA as an LGBTBE, is Applicant's business also certified by any other third party certifying agency such as Eastern Minority Supplier Development Council (ESMDC), Pennsylvania Unified Certification Program (PAUCP), Disability:IN or Women's Business Enterprise National Council (WBENC)? ☐ Yes ☐ No

b. If yes please identify the name of the certifying agency and category of certification (e.g., MBE, WBE, DSBE, DBE).

Certifying Agency:

Certification Category:

2. For this contracting opportunity, are any of Applicant's subcontractors certified by NGLCC/IBA? Yes ☐ No ☐

If yes, how many subcontractors are certified as LGBTBE? _____

Please list all by business name below.

COC RFP Questions and Answers

Q-1— For an RRH project, would outreach and recruitment be the responsibility of the provider, or would all participants be sent to the provider by OHS?

A- Participants for the RRH project would be referred by OHS through the Coordinated Entry process known as CEA-BHRS (“sea breeze”). RRH providers are responsible for outreach, marketing and recruitment of landlords who will house their participants.

Q-2— Would victims of human trafficking coming from a 12-month residential program qualify as homeless and be eligible for RRH-related services under this contract?

A- No, if a household has been housed in a residential program for 12 months, participants will no longer be considered homeless. The 2019 HUD NOFA specifically clarifies that “persons who are fleeing or attempting to flee human trafficking may qualify as homeless under paragraph (4) of the homeless definition at 24 CFR 578.3; and, therefore, the individuals may be eligible for certain forms of homeless assistance under the CoC Program, subject to other restrictions that may apply” (p. 18). However, the full Category 4 definition (as included in the RFP on pp. 11-12) reads as follows (emphasis ours): “Any individual or family who:

- i. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, **that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;**
- ii. Has no other residence; and
- iii. Lacks the resources or support networks, e.g., family, friends, and faith-based or other social networks, to obtain other permanent housing.”

After 12 months with a different primary nighttime residence, the household would no longer be considered as fleeing.

Q-3— It states in the RFP: "Appendix B-1 includes the "Solicitation for Participation and Commitment Form" which Applicants should complete and return with their proposal if Applicant has solicited and/or made commitments to use M/W/DSBEs as part of its proposal. " If provider does not intend on using any subcontractors as part of their RRH program, is it necessary to complete this form?

A- No, but the applicant should be sure to complete the Diversity Report for Nonprofit Organizations.

Q-4— Is there a specific number (minimum number) of households (i.e., 25 households) that you are looking to house within a grant year for this grant?

A- There is no minimum number of households. Applicants should be sure that they can demonstrate their organizational capacity to serve the number of households that they propose.

Q-5— Can the client's portion of rental subsidy payments go towards the required 25% match?

A- Yes. Complete matching requirements are available at [24 CFR 578.73](#). In brief, CoC-funded projects may use funds from any source, provided that funds from the source are not statutorily prohibited to be used as a match. Program income (see [24 CFR 578.97](#)) generated through CoC Program funds (e.g., tenant rents) may be used as match, but applicants must be aware that should a project be selected for submission to HUD, the program income must be properly documented in the project application. See pp. 38, 57, or 77-78 of the [FY 2019 CoC Program New Project Detailed Instructions](#), available on HUDEXchange.

Q-6— If a new applicant's project receives CoC funds as a sub-recipient from OHS, and then the applicant agency renews the following year directly with HUD, can the renewal applicant receive the full 10% indirect rate from HUD? Or is the renewal agency still technically a sub-recipient of OHS the following year for existing renewal projects?

A- In order to renew directly with HUD, OHS would have to transfer the grant to the provider organization, probably in the Grant Inventory Worksheet part of the process that precedes the opening of the national competition. Unless the grant is transferred, the agency will remain a sub-recipient of the HUD CoC funds in future HUD funding competitions.

Q-7— How much of the \$3.5 million DV Bonus will be allocated to new projects?

A- Philadelphia is eligible to apply for slightly more than \$3.1 million in DV Bonus funds. The DV Bonus funding is entirely dedicated to new (or expansion) projects. Philadelphia will submit applications for whatever total amount of DV Bonus funding as we have strong, competitive projects.

Q-8— Does it matter the longevity of the organization when applying?

A- See the Section II.J. of the RFP, “Organization and Personnel Requirements,” pp. 31-33.

Q-9— When will the PowerPoint slides be available?

A- The slides will be available along with these questions and answers on <http://www.phila.gov/rfp> on August 5, 2019.

Q-10— Are the 3 expansion project applications due on August 19th?

A- No. What is due on August 19th is a proposal responding to the RFP. While it is advisable to review HUD’s requirements for New Project applications to anticipate what might be required of you if the proposal is selected. If your proposal is selected for inclusion in the community’s Consolidated Application for HUD funding, OHS will work with the provider to complete two HUD New Project Applications in September – one for the expansion and one for the combined expansion/renewal. If the project currently receives CoC funding from HUD, the renewal application must be submitted in e-snaps by August 16 at 4pm. If the project receives CoC funding via a grant that OHS holds, OHS will be completing the renewal application.

Q-11— We are aiming to apply for an expansion of an existing RRH project. We understand that we have to submit three applications:

- **Renewal project application**
- **New project application for the expansion**
- **A renewal application that combines the two**

For example, a provider completed its local renewal application for FY21 funding in April, as part of the Philadelphia Local Renewal Competition. If OHS is the grantee for that project, will OHS be completing the final submission step into e-snaps this year, or is the provider responsible? For the renewal application that combines the two (the renewal components, and the expanded project) should this be written as though the expansion was approved? Where will we view the space to upload all three into e-snaps? I just saw the expansion guide was released, but wanted to confirm we are looking at the correct space. We have never completed a consolidation, is this something we need to do?

A- Please see the response to the previous question. If your current RRH grant is held by OHS, OHS will be completing the renewal application in e-snaps. You should be hearing from OHS staff about any information that they need you to provide. The other two



applications will not be created unless the proposal is selected for inclusion in the HUD application. At that time, OHS will work with you to complete those applications in e-snaps. No consolidations are required for expansion projects.

Q-12— Our original RRH project was written with an evidence-based framework of using a declining rental subsidy to support survivors as they transition (affording them time to build greater economic stability). This involved subsidizing at 100% to begin then declining over quarters over a 1-year period. When we implemented our RRH, we understood that we were not in fact able to do that as an RRH program here. Given the RFP’s emphasis on evidence-based practices, is this something that could be revisited? How else do you anticipate evidence-based practices impacting the projects/programs?

A- As stated in the [Philadelphia CoC’s Standards for Providing Assistance Under the Continuum of Care and Emergency Solutions Grant Programs](#), for Rapid Re-Housing programs, “Participants are to pay rent. It is required that the tenant’s share of rent not exceed 30% of the household’s adjusted monthly gross income.” This means that if a participant has income, the program could not provide 100% subsidy and it also limits the degree to which assistance could be reduced. (This reflects HUD regulations on calculating rent when providing rental assistance, found at [24 CFR 578.77](#).)

Q-13— Separately, we understand that housing providers who are thinking of applying for DV bonus funds to expand their programs are encouraged to partner with a DV provider, which can bring supportive services and/or DV & RRH expertise. Can you tell me whether any technical assistance activities would be allowable, such as a DV provider that provides training in DV or case consultation as a housing provider administers its funding from OHS? If so, under what line item would that be shown in the budget.

B- As seen on p. 16 of the RFP (reflecting 24 CRR 578.53), one example of case management services is “providing ongoing risk assessment and safety planning for victims of domestic violence, dating violence, sexual assault, and stalking.” That would include case consultation. Training would fall under the heading of administrative costs.

Q-14— Can replacement reserve be added in as an expense under an existing transitional housing program? Can that be done as part of a renewal for a component of service that does not need to otherwise be expanded but would add this cost to budget?



- A-** Changing the budget of an existing program as part of renewal does not fall under the purview of this RFP unless the changes are to expand the services provided or to serve more households.

Creating Safe Housing Options for Survivors: Learning From and Expanding Research

Cris M. Sullivan, PhD

Senior Research Advisor, National Resource Center on Domestic Violence

Director of the Research Consortium on Gender-based Violence and

Professor of Ecological/Community Psychology, Michigan State University (MSU)

June 2017

The work of helping domestic violence (DV) survivors find and sustain safe and stable housing is complex, time-consuming, and requires diverse skills, knowledge and connections. Finding a housing unit within a survivor's budget that will be safe, while also dealing with the survivor's (and often their children's) trauma symptoms, is not a straightforward or rapid process. *As the advocates in one study noted, their work with each survivor involved multiple hours per week and could last from several weeks to more than two years* (Sullivan, López Zerón, Bomsta, & Menard, under review). This suggests that each advocate can only successfully work with a fairly small number of individuals at a time if they are to effectively address the myriad issues jeopardizing each survivor's safety, housing stability, and long-term well-being.

This document provides a brief overview of the current and expanding evidence behind best practices in helping domestic violence survivors obtain safe and stable housing. It begins with evidence for three common core components of this work: mobile advocacy, flexible funding, and attending to safety. It then provides evidence for *how* services should be provided: survivor-driven, trauma-informed, and voluntary.

Evidence for Effectiveness of Mobile Advocacy

Mobile advocacy involves working with survivors in their communities and homes, rather than expecting survivors to meet with advocates at the DV agency. It involves accompanying survivors as they look for housing, go to court, and attempt to secure childcare or healthcare. Mobile advocacy includes actively working alongside survivors to obtain resources and social support and to maximize their safety. A large, randomized control trial (RCT) has established that mobile advocacy leads to improvements in DV survivors' ability to access community resources (including housing), social support, safety from abuse, and overall quality of life (Bybee & Sullivan, 2002; Sullivan & Bybee, 1999). Building on this earlier work, the SHARE study longitudinally examined the role of housing stability in preventing revictimization and reducing negative outcomes for domestic violence survivors and their children (Glass & Rollins, 2010). That study, which included an examination of mobile advocacy and housing supports over time, found quite positive changes in women's and children's lives over 18 months. Women who were homeless or at high risk for homelessness when entering the study reported greater housing stability, higher quality of life, fewer absences from work, greater job stability, higher income, fewer problems with alcohol/drugs, less depression, and less PTSD over time. Their children missed fewer days of school, had better academic performance and exhibited fewer behavioral problems over time. The Washington State Coalition Against Domestic Violence's evaluation of the DV Housing First model was similarly promising (Mbilinyi, 2015). The majority of families in both rural and urban communities reported being effective at accessing and retaining housing at six, twelve and eighteen months after program entry. Participants also reported increased safety and well-being.

Evidence for Flexible Funding

Many survivors need not only proactive advocacy to obtain safe and stable housing, but also temporary financial assistance to get back on their feet. They may need assistance with issues viewed as directly related to housing: a security deposit and temporary rental assistance, help clearing up rent arrears (often intentionally incurred by the abuser), or help with utility bills. Often, though, survivors need funds that may not be viewed by others as impacting housing but that advocates recognize are critical to housing stability: for example, help repairing their cars so they do not lose their jobs, help expunging a prior conviction that is preventing them from obtaining government-funded housing, or help repairing bad credit (often destroyed by the abuser). Funds are targeted to support survivors so they can rebuild their lives, including covering childcare costs, transportation, school supplies, uniforms and permits required for employment, as well as time-limited and flexible rental assistance (Mbilinyi, 2015; Sullivan, Bomsta, & Hacskaylo, 2016). A recent longitudinal evaluation of a flexible funding program in Washington, D.C., found that this brief, relatively inexpensive intervention may increase housing stability—94% of clients were housed 6 months after funding was received.

Importance of Addressing Safety

A core activity that DV advocates engage in with all survivors is safety planning (Davies & Lyon, 2014; Goodkind, Sullivan, & Bybee, 2004). For many DV survivors, the abuse or fear of future abuse is ongoing, regardless of their relationship status (Fleury, Sullivan, & Bybee, 2000). Advocates draw on their understanding of the dynamics of domestic violence to consider how the abuse is impacting other issues survivors are dealing with, including their housing, economic independence, parenting, custody, legal issues, immigration, and social support. In other words, when a survivor is contending with ongoing DV, safety issues need to be continually addressed along with other concerns.

Importance of the Relationship Between Advocate and Survivor and How Services are Offered

A recent study involving over 300 DV survivors examined whether the survivors' relationship with their advocate impacted their well-being (Goodman, Fauci, Sullivan, DiGiovanni, & Wilson, 2016). Having a strong relationship led to increased safety-related empowerment, which then led to reduced depressive and PTSD symptoms. Positive relationships were characterized by advocates being respectful, caring, culturally responsive, and available.

Importance of Survivor-Driven Practices

All of the studies mentioned under “Evidence for Effectiveness of Mobile Advocacy,” above, involved advocacy that was provided within a survivor-driven framework. In other words, the survivor, not the advocate, decided what they would work on and how they would achieve their goals. Advocates lent their knowledge, support and expertise to the process, but did not *drive* the efforts. This has been considered a critical component in order to initially engage survivors as well as to ensure that changes made in their lives are meaningful and sustainable (Allen, Larsen, Trotter, & Sullivan, 2013).

Importance of Trauma-Informed Practices

Trauma-informed practice is grounded in an understanding that domestic violence is an ongoing pattern of coercive control maintained through physical, psychological, sexual, and/or economic abuse that varies in severity and chronicity. Survivors who are having trouble concentrating, who are in a state of constant high anxiety, or who are not sleeping (just to name a few examples) may find it temporarily difficult to make decisions or feel emotionally in control of their lives. Advocates strive to provide survivors and their children with the time, space and supports needed to heal from traumas that may be impeding their ability to fully re-integrate into their communities and to achieve social and emotional well-being (Warshaw, Sullivan, & Rivera, 2013). A recent study found that the degree to which DV survivors received trauma-informed services in shelter was associated with significant improvement in their self-efficacy and safety-related empowerment (Sullivan, Goodman, Virden, Strom, & Ramirez, under review).

Understanding and appropriately responding to trauma reactions is especially important when helping survivors obtain and sustain housing, as sometimes these responses manifest after initial stability is attained. Sometimes, trauma reactions such as depression, immobility, or PTSD are suppressed while a survivor is intently focused on the task of securing housing for themselves and their children. Once that housing is obtained, however, and an initial calm is established, the survivor is “safe” to experience the overwhelming feelings related to their trauma. Without a knowledgeable and supportive advocate available to them to help them through this crisis, the housing that the survivor has worked so hard to secure can be jeopardized (Sullivan & Olsen, in press).

Importance of Services Being Voluntary

A recent evaluation of a domestic violence organization that adheres to a low-barrier, voluntary services model found very positive results for both staff and survivors (Nnawulezi, Godsay, & Sullivan, in press). Qualitative results revealed that low barrier, voluntary services were guided by cultural values of justice and access, encouraged survivor-centered practices among staff, and were believed to promote survivor autonomy. Quantitative results revealed that when survivors perceived they had a choice to engage in organizational programming or meet with an advocate, their empowerment increased. An earlier study of women in transitional housing also found that the women were most satisfied when services were provided in a respectful, individualized, and voluntary manner (Melbin, Sullivan, & Cain, 2003).

Domestic Violence and Housing Technical Assistance Consortium

The Consortium, launched in 2015, provides training, technical assistance, and resource development at the critical intersection between domestic violence/sexual assault services and homeless services/housing. Funded by a partnership between the U.S. Department of Justice, the Department of Health and Human Services, and the Department of Housing and Urban Development. This multi-year Consortium supports a collaborative TA Team that includes the National Alliance for Safe Housing (a project of the District Alliance for Safe Housing), the National Network to End Domestic Violence, the National Resource Center on Domestic Violence, and Collaborative Solutions, Inc., to build and strengthen technical assistance to both housing/homelessness providers and domestic violence/sexual assault service providers. The Consortium aims to improve policies, identify promising practices and strengthen collaborations necessary to enhance safe and supportive housing options for sexual and domestic violence survivors and their children.

Questions? The Consortium TA Team is available to provide individualized technical assistance and training to communities interested in expanding the array of safe housing options for domestic and sexual violence survivors. We can also provide support to domestic and sexual violence advocates, homelessness and housing providers, and other allied partners interested in building stronger community collaborations.



SAFE HOUSING
PARTNERSHIPS

Visit SafeHousingPartnerships.org to access a comprehensive collection of online resources and to request technical assistance and support.

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Homeless Definition

CRITERIA FOR DEFINING HOMELESS	Category 1	Literally Homeless	<p>(1) Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:</p> <ul style="list-style-type: none"> (i) Has a primary nighttime residence that is a public or private place not meant for human habitation; (ii) Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); <u>or</u> (iii) Is exiting an institution where (s)he has resided for 90 days or less <u>and</u> who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution
	Category 2	Imminent Risk of Homelessness	<p>(2) Individual or family who will imminently lose their primary nighttime residence, provided that:</p> <ul style="list-style-type: none"> (i) Residence will be lost within 14 days of the date of application for homeless assistance; (ii) No subsequent residence has been identified; <u>and</u> (iii) The individual or family lacks the resources or support networks needed to obtain other permanent housing
	Category 3	Homeless under other Federal statutes	<p>(3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:</p> <ul style="list-style-type: none"> (i) Are defined as homeless under the other listed federal statutes; (ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the homeless assistance application; (iii) Have experienced persistent instability as measured by two moves or more during in the preceding 60 days; <u>and</u> (iv) Can be expected to continue in such status for an extended period of time due to special needs or barriers
	Category 4	Fleeing/ Attempting to Flee DV	<p>(4) Any individual or family who:</p> <ul style="list-style-type: none"> (i) Is fleeing, or is attempting to flee, domestic violence; (ii) Has no other residence; <u>and</u> (iii) Lacks the resources or support networks to obtain other permanent housing



Homeless Definition

RECORDKEEPING REQUIREMENTS



RECORDKEEPING REQUIREMENTS	Category 1	Literally Homeless	<ul style="list-style-type: none"> Written observation by the outreach worker; <u>or</u> Written referral by another housing or service provider; <u>or</u> Certification by the individual or head of household seeking assistance stating that (s)he was living on the streets or in shelter; For individuals exiting an institution—one of the forms of evidence above <u>and</u>: <ul style="list-style-type: none"> discharge paperwork <u>or</u> written/oral referral, <u>or</u> written record of intake worker's due diligence to obtain above evidence <u>and</u> certification by individual that they exited institution
	Category 2	Imminent Risk of Homelessness	<ul style="list-style-type: none"> A court order resulting from an eviction action notifying the individual or family that they must leave; <u>or</u> For individual and families leaving a hotel or motel—evidence that they lack the financial resources to stay; <u>or</u> A documented and verified oral statement; <u>and</u> Certification that no subsequent residence has been identified; <u>and</u> Self-certification or other written documentation that the individual lack the financial resources and support necessary to obtain permanent housing
	Category 3	Homeless under other Federal statutes	<ul style="list-style-type: none"> Certification by the nonprofit or state or local government that the individual or head of household seeking assistance met the criteria of homelessness under another federal statute; <u>and</u> Certification of no PH in last 60 days; <u>and</u> Certification by the individual or head of household, and any available supporting documentation, that (s)he has moved two or more times in the past 60 days; <u>and</u> Documentation of special needs <u>or</u> 2 or more barriers
	Category 4	Fleeing/ Attempting to Flee DV	<ul style="list-style-type: none"> <i>For victim service providers:</i> <ul style="list-style-type: none"> An oral statement by the individual or head of household seeking assistance which states: they are fleeing; they have no subsequent residence; and they lack resources. Statement must be documented by a self-certification or a certification by the intake worker. <i>For non-victim service providers:</i> <ul style="list-style-type: none"> Oral statement by the individual or head of household seeking assistance that they are fleeing. This statement is documented by a self-certification or by the caseworker. Where the safety of the individual or family is not jeopardized, the oral statement must be verified; <u>and</u> Certification by the individual or head of household that no subsequent residence has been identified; <u>and</u> Self-certification, or other written documentation, that the individual or family lacks the financial resources and support networks to obtain other permanent housing.

Continuum of Care Program Competition 2019 Application for a Domestic Violence (DV) Bonus Project Guidance

The FY 2019 HUD Appropriations Act provides **up to \$50 million** for rapid re-housing projects and supportive service projects providing coordinated entry and for eligible activities that the Secretary determines are critical in order to assist survivors of *domestic violence, dating violence, and stalking*. Philadelphia CoC is eligible to apply for **up to \$3,119,599** in DV Bonus funds. Regardless of the type of project the CoC applies for, the grant term must be **1-year**. Projects will be subject to annual renewal in the CoC Program Competition.

Applications may be submitted for the following types of new projects:

- **Rapid Re-housing (PH-RRH)** projects that demonstrate *trauma-informed, victim-centered approaches*.
 - HUD's detailed instructions define **trauma-informed** as "delivered with an understanding of the vulnerabilities and experiences of trauma survivors, including the prevalence and physical, social, and emotional impact of trauma. A trauma-informed approach recognizes signs of trauma in staff, clients, and others, and responds by integrating knowledge about trauma into policies, procedures, practices, and settings. Trauma-informed approaches place priority on restoring the survivor's feelings of safety, choice, and control. Programs, services, organizations, and communities can be trauma-informed."
 - **Victim-centered** is defined as "placing the victim's priorities, needs, and interests at the center of the work with the victim; providing nonjudgmental assistance, with an emphasis on client self-determination, where appropriate, and assisting victims in making informed choices; ensuring that restoring victims' feelings of safety and security are a priority and safeguarding against policies and practices that could inadvertently re-traumatize victims; ensuring that victims' rights, voices, and perspectives are incorporated when developing and implementing system- and community-based efforts that impact crime victims."
- **Joint TH and PH-RRH** component projects that demonstrate *trauma-informed, victim-centered approaches*. The Joint TH and PH-RRH component project combines two existing program components—transitional housing and permanent housing-rapid rehousing—in a single project to serve individuals and families experiencing homelessness. Recipients should prioritize those with the highest needs using an evidence-based approach designed to provide stable housing and services that, to the greatest extent possible, move the participant towards self-sufficiency and independence. Program participants may only receive up to 24-months of total assistance.
- **ONE Supportive Services Only Project for Coordinated Entry (SSO-CE)** to implement policies, procedures, and practices that equip the CoC's coordinated entry to better meet the needs of survivors of domestic violence, dating violence, or stalking.

CoCs may also apply for expansion projects, i.e., submitting a new project application to expand a current project's operations by adding units, beds, persons served, services provided to existing program participants. DV Bonus funds can only be used to expand an existing renewal project if the expansion project is dedicated to survivors of domestic violence, dating violence, or stalking who qualify under paragraph (4) of the definition of homeless at 24 CFR 578.3.

How DV Bonus Project(s) Will Be Scored

For projects the CoC indicates it would like considered as part of the DV Bonus, HUD will **award a point value to each project application** combining both the CoC Application score and **responses to the domestic violence bonus specific questions** in the CoC Application using the following 100-point scale:

- For **Rapid Re-housing and Joint TH and PH-RRH** component projects:
 - **CoC Score:** Up to 25 points in direct proportion to the score received on the CoC Application.
 - **Need for the Project:** Up to 25 points based on the extent the CoC quantifies the need for the project in its portfolio, the extent of the need, and how the project will fill that gap.
 - **Quality of the Project Applicant:** Up to 50 points based on the previous performance of the applicant in serving survivors of domestic violence, dating violence, or stalking, and their ability to house survivors and meet safety outcomes. Additionally, the CoC must demonstrate that the project will use trauma-informed, victim-centered approaches.
- For **SSO Projects for Coordinated Entry:**
 - **CoC Score:** Up to 50 points in direct proportion to the score received on the CoC Application.
 - **Need for the Project:** Up to 50 points based on the extent to which the CoC demonstrates the need for a coordinated entry system that better meets the needs of survivors of domestic violence, dating violence, sexual assault, or stalking, and how the project will fill this need.

Last year, the Philadelphia CoC applied for 2 DV Bonus Projects (PH-RRH and SSO-CE) and were awarded the **SSO Project for Coordinated Entry** for about \$47,000. With your help and through DV Mapping, we are hoping to better prepare our Continuum and apply for more!



THE CITY OF PHILADELPHIA

PROFESSIONAL SERVICES CONTRACT

GENERAL PROVISIONS

FOR

OFFICE OF HOMELESS SERVICES

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GENERAL PROVISIONS

ARTICLE I: DEFINITIONS

1.1 **ADA** has the meaning set forth in Section 14.5 (Americans with Disabilities Act) below.

1.2 **Additional Services and Materials** has the meaning set forth in Section 3.3 (Additional Services and Materials; Change in Scope of Services) below.

1.3 **Additional Term** has the meanings set forth in Section 2.2 (Additional Terms) below.

1.4 **Appropriated Fiscal Year** has the meaning set forth in Section 5.3 (Crossing Fiscal Years) below.

1.5 **Amendment** means a written modification or change to any Contract Document signed by both Parties and, as to the City, approved by the Law Department.

1.6 **Applicable Law** means all applicable present and future federal, state or local laws, ordinances, executive orders, rules, regulations and all court orders, injunctions, decrees and other official interpretations thereof of any federal, state or local court, administrative agency or governmental body, including the City, the Commonwealth and the United States of America. Applicable Law includes, without limitation, the Charter (as defined below), as amended from time to time, the Code (as defined below), as amended from time to time, and the specific laws set forth in Article XIV (Additional Representations and Covenants of Provider Relating to Certain Applicable Laws) below, each as amended from time to time.

1.7 **Applicant** means a Person who has filed an application to be awarded a Non-Competitively Bid Contract.

1.8 **Certification of Restrictions on Lobbying** if required in the Provider Agreement, means a certificate in the form attached to the Provider Agreement.

1.9 **Charter** means the Philadelphia Home Rule Charter, as it may be amended from time to time.

1.10 **City** means The City of Philadelphia, a corporation and body politic existing under the laws of the Commonwealth of Pennsylvania, and includes its various executive and administrative departments, agencies, boards and commissions, including the Department, and

City Council (defined below). The City is a City of the First Class under the laws of the Commonwealth of Pennsylvania.

1.11 **City Council** means the Council of The City of Philadelphia, as described in Article II of the Philadelphia Home Rule Charter, as it may be amended from time to time. City Council is the legislature of the City.

1.12 **City Data** means any and all records, documents, and data furnished by the City to Provider in relation to the work required under the Contract; and all deliverables, work product(s), items of work, and other Materials created by Provider as part of, or to perform work required under, the Contract. “City Data” does not, however, include any information that was known to Provider, prior to the commencement of its performance of the Contract, free of any obligation to keep it confidential; is proprietary to Provider; was generally known to the public at the time of receipt by Provider, or becomes generally known to the public through no act or omission of Provider; or was independently developed by Provider, unrelated to work performed for the City, and without knowledge or use of any information obtained from the City.

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

1.14 **Consultant** means any Person used by Provider to assist in obtaining a Non-Competitively Bid Contract through direct or indirect communication by such Person with any City Agency or any City officer or employee, if the communication is undertaken by such Person in exchange for, or with the understanding of receiving, payment from the Provider or any other Person; provided, however, that “Consultant” shall not include a full-time employee of the Provider.

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

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

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

1.18 **Contributions** has the meaning set forth in the Pennsylvania Election Code, 25 P.S. §3241.

1.19 **Department** means the department, board, commission or agency of the City of Philadelphia defined as the Department in the heading of the Provider Agreement.

1.20 **Event of Default** means an event defined and identified in or pursuant to Section 12.1 below.

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

1.22 **Fiscal Year** means the fiscal year of the City, which commences on July 1 of each calendar year and expires on June 30 of the next succeeding calendar year.

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

1.24 **Independent Audit Report** means a report prepared by a Certified Public Accountant who, pursuant to AICPA Professional Standards, is not (a) a member of the board of Provider, (b) an officer or employee of Provider, or (c) a partner, director, officer or employee of a partnership, corporation or association who is a member of the board of Provider, or a director, officer or employee of Provider.

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

1.26 **Interpretation; number, gender.** The words "herein", "hereof", "hereunder" and other words of similar import refer to this Contract as a whole, including the all of the Contract Documents, and not to any particular article, section, subsection or clause contained in the Contract Documents. Whenever the context requires, words used in the singular shall be construed to

include the plural and vice versa, and pronouns of any gender shall be deemed to include the masculine, feminine and neuter genders.

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

1.28 **Modification Notice** means written notice from the City to Provider that informs Provider of the City's intent to modify the maximum daily rate, number of days of care or units of services under this Contract. The Modification Notice operates as an Amendment to this Contract.

1.29 **Non-Competitively Bid Contract** means a contract for the purchase of goods or services to which the City or a City Agency is a party that is not subject to the lowest responsible bidder requirements of Section 8-200 of the Charter, including, but not limited to, a Professional Services Contract, and any renewal of such a contract (other than a renewal term pursuant to an option to renew contained in an executed contract).

1.30 **Party** means either the City or Provider; "Parties" means the City and Provider.

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

1.32 **Provider** means the Person providing Services and Materials to the City as defined in the heading of the Provider Agreement.

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

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

1.35 **Scope of Services** means the document(s) attached as an exhibit (or as exhibits) to the Provider Agreement, setting forth the Services to be rendered and Materials to be provided under this Contract, the time frames within which the Services are to be rendered and the Materials are

to be provided, and other requirements Provider must satisfy in rendering the Services and providing the Materials.

1.36 **Services** means the work to be performed under this Contract as specified in the Provider Agreement.

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

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

1.39 **Subrecipient Audit Guide** means the document entitled “City of Philadelphia Subrecipient Audit Guide” which specifies the City’s audit requirements, as amended from time to time. (Copies are available in the Office of the Director of Finance of the City).

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

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

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

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

ARTICLE II: TERM

2.1 **Initial Term.** The initial term (“Initial Term”) of this Contract is set forth in Section 2.1 of the Provider Agreement.

2.2 **Additional Terms.** The City may, at its sole option, amend this Contract to add on an annual basis up to three (3) successive one (1) year terms (each an “Additional Term”), unless any shorter term (or terms) is specified in the Provider Agreement. Unless otherwise stated in the Provider Agreement, the same terms and conditions applicable in the Initial Term shall be applicable in each Additional Term. The City shall give Provider thirty (30) days written notice of its intent to amend this Contract to add an Additional Term prior to each annual Additional Term. Absent authorization of the Contract by ordinance of City Council, each Additional Term shall be subject to the availability of funds by City Council for such an Additional Term. There shall be no liability or penalty to the City for electing not to amend the term of this Contract to add

an Additional Term. Each Additional Term of this Contract shall be deemed to constitute a separate contract.

ARTICLE III: PROVIDER'S DUTIES AND COVENANTS

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

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

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

3.4 Responsibility.

(a) Notwithstanding the acceptance and approval by the City of any Services performed or Materials provided, Provider shall continue to be responsible for the professional quality, technical accuracy and the coordination of all Materials and Services provided by Provider under this

Contract. Provider shall, without additional compensation, correct any errors, defects, deficiencies or omissions in Provider's Materials and Services.

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

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

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

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

3.7 **Prompt Payment by Provider.** Provider agrees to pay promptly all Persons which have furnished labor or supplies in connection with the Services, the Materials or this Contract, including, without limitation, Subcontractors and suppliers. Provider will pay Subcontractors within the time period required under Section 14.3 (Executive Order 03-12: Minority, Woman and Disabled Business Enterprise Participation) of these General Provisions to the extent it applies. Provider shall provide, upon request of the City, reasonable evidence that these Persons have been fully and timely paid.

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

subject to this assignment. Provider authorizes the City, in its own name or the name of Provider, to file a claim for a refund of any sales or use tax subject to this assignment.

3.9 **Subcontracts.**

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

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

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

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

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

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

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

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

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

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

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

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

Section 14.2 (Chapter 17-400 of the Philadelphia Code: Exclusionary Private Organizations) below.

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

(13) Subcontractor shall comply with Chapter 17-1300 (Philadelphia 21st Century Minimum Wage and Benefits Standard) of the Code to the extent it is applicable to a Subcontractor that is also a Service Contractor (as defined in Chapter 17-1300) providing Services under the Subcontract, and to subcontractors at any tier that are also Service Contractors providing Services under this Contract. Provider shall notify its Subcontractors of these provisions; shall expressly incorporate this paragraph and Section 14.11 (Chapter 17-1300 of The Philadelphia Code: Philadelphia 21st Century Minimum Wage and Benefits Standard) below, with appropriate adjustments for the identity of the parties, in each Subcontract; and shall require its Subcontractors to include such terms in any lower-tier subcontract that is, or may become, covered by Chapter 17-1300.

(14) Subcontractor is and shall remain eligible for contracts with the City subject to Chapter 17-1400 (Non-Competitively Bid Contracts; Financial Assistance) of the Code, and shall have all obligations to Provider that Provider has to the City pursuant to Section 14.12 (Chapter 17-1400 of the Philadelphia Code: Contributions and Other Mandatory Disclosures) below.

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

(d) Any purported Subcontract made in violation of this Section or of any other Section in this Contract shall be null and voidable, in the City's option.

(e) City-Related Agencies. If Provider is a City-Related Agency, as defined in Subsection 17-1401(9) of the Code, then:

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

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

3.10 Substance Abuse. If this Contract is funded in whole or in part by the Commonwealth Office of Drug and Alcohol Programs, Provider shall adhere to the provisions set forth in "The

Substance Abuse Prevention and Treatment Block Grant Requirements/Prohibitions/Restrictions”, which, in such case, is attached as an Exhibit to the Provider Agreement.

ARTICLE IV: PROVIDER’S REPRESENTATIONS AND COVENANTS

4.1 **Provider’s Representations and Covenants.** Provider makes the following representations, warranties and covenants upon which the City has relied as a material consideration for the execution and delivery by the City of this Contract. The representations, warranties and covenants stated below shall continue throughout the Term of this Contract. In the event said representations, warranties and covenants are or become untrue or inaccurate, Provider shall promptly give notice thereof to the City, specifying the manner in which said representation, warranty or covenant is untrue or inaccurate. ***False statements to the City in or in connection with this Contract, in or pursuant to any representation or covenant made in this Article IV or otherwise, are subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities, which may include fines and imprisonment.***

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

(b) **Authority to Act.** Provider has full legal power and authority to execute and deliver this Contract, and provide the Services and Materials as set forth herein. Provider has duly authorized by all necessary actions the execution and delivery of this Contract on behalf of Provider by the individual or individuals signing the Provider Agreement. This Contract is the legal, valid and binding obligation of Provider, enforceable against Provider in accordance with the terms set forth herein. The execution and delivery of this Contract by Provider will not result in a default under or a breach or violation of (1) Provider’s certificate or articles of incorporation or bylaws, partnership agreement, limited liability company operating agreement or other pertinent organizational documents, as applicable; (2) any Applicable Law or any judgment, decree order, license, permit or other instrument or obligation to which Provider is now a party or by which Provider may be bound or affected; and (3) Provider’s tax exempt status, if applicable. No further consent, approval or authorization is required of any regulatory authority or governmental agency, or of any shareholder, partner, member, manager or other party related to Provider.

(c) **Legal Obligation.** This Contract has been duly authorized, executed and delivered by Provider, by and through individuals duly authorized to execute this Contract on behalf of Provider, and constitutes the legal, valid and binding obligation of Provider, enforceable against Provider in accordance with its terms.

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

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

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

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

(h) **Commercial Activity License.** If Provider is a "business" as defined in Section 19-2601 of the Code, Provider has and shall maintain during the Term of this Contract, a valid,

current Commercial Activity License, issued by the City's Department of Licenses and Inspections, to do business in the City.

(i) **Subcontractor Licensure; No Indebtedness to the City.** Each Subcontractor, if any, holds and shall maintain during the term of this subcontract, a valid, current Commercial Activity License to do business in the City, if required by Applicable Law. To the best of Provider's knowledge, information and belief, the representations made in any Subcontract that Subcontractor is not indebted to the City are true and correct.

(j) **Non-Suspension; Debarment.** Provider and all individuals acting on Provider's behalf including, without limitation, Subcontractors, are not under suspension or debarment from doing business with the Commonwealth of Pennsylvania, any other state, or the federal government, or any department, agency or political subdivision of any of the foregoing. If Provider cannot so warrant, then Provider shall submit to the Responsible Official a full, complete written explanation as to why Provider cannot so warrant. Provider shall reimburse the City for the reasonable cost of investigation incurred by the City or the Commonwealth of Pennsylvania Office of Inspector General for investigation of Provider's compliance with the terms of this or any other contract between Provider and the City which results in the suspension or debarment of Provider. Such costs shall include, but are not limited to, salaries of investigators, including overtime, travel and lodging expenses, expert witness and documentary fees and attorney fees and expenses. Provider shall not be responsible for costs of investigations which do not result in Provider's suspension or debarment.

(k) **Additional Representations and Covenants.** See Article XIV (Additional Representations and Covenants of Provider Relating to Certain Applicable Laws).

ARTICLE V: COMPENSATION

5.1 **Advances.** Advances will be paid only to the extent set forth in the Provider Agreement. Any advance to Provider shall be repaid by Provider to the City by reducing a proportionate amount of the advance from the monthly payments during or before the last quarter. The entire advance amount must be repaid no later than June 30th of the current fiscal year.

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

as available at any time, the City may exercise its options described in Section 5.2 (Unavailability of Funds) below.

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

(a) Terminate this Contract effective upon a date specified in a Termination Notice;
or

(b) Continue this Contract by reducing, through written notice to Provider, the amount of this Contract and Services and Materials, consistent with the nature, amount and circumstances of available funding.

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

5.4 Crossing Fiscal Years. If any portion of the compensation set forth in this Contract is to be paid in any City fiscal year following the fiscal year in which the Initial Term or any Additional Term of this Contract commences (in either case, "Appropriated Fiscal Year"), Provider understands and agrees that the portion of the compensation under this Contract payable with City funds for any period following the Appropriated Fiscal Year is subject to the discretion of City Council as to future appropriations. If, for any reason, funds for any such portion of the compensation are not appropriated by City Council in any Fiscal Year following the Appropriated Fiscal Year, this Contract and the City's liability under this Contract shall automatically terminate at the end of the then current Appropriated Fiscal Year; provided, however, that subject to the other provisions of this Article V, Provider shall be compensated in accordance with the terms of this Contract for Services and Materials satisfactorily performed and delivered prior to the end of the then current Appropriated Fiscal Year.

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

5.6 Income From Contract Funds. Provider shall provide a written report to the City accounting for all income derived either directly or indirectly by Provider from the use of funds paid to Provider under this Contract or with respect to any activities of Provider in connection with this Contract, including but not limited to sale, publication, registration fees, interest, program service fees, and service charges on fees. If required by the City, at the City's sole discretion,

Provider shall use all such income to set off against and reduce payments to Provider otherwise due under this Contract.

ARTICLE VI: AUDITS; INSPECTION RIGHTS; RECORDS

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

6.2 Independent Audit.

(a) **Combined City Contracts That Total Less Than \$300,000 in a Fiscal Year.** If requested by the City, Provider shall submit to the City an Independent Audit Report prepared and certified by a Certified Public Accountant (CPA) acceptable to the City. The Independent Audit Report shall be prepared in accordance with the following audit requirements:

(1) Provider shall ensure that a final audit of the financial transactions relating to each City contract shall be performed in compliance with all requirements of the Subrecipient Audit Guide, which is incorporated in this Contract by reference. This audit shall verify that all invoiced costs are actual, authorized and eligible for reimbursement in accordance with each City contract's requirements.

(2) Provider agrees to make full and prompt refund to the City of amounts of money which result from audit exceptions due to Provider's performance hereunder, or result from non-compliance with Applicable Law and this Contract, including, without limitation, the Contract Cost Principles.

(3) The City reserves the right to disallow fees paid by Provider for audit services under this Contract if the final audit report is not submitted in the manner and within the time frame prescribed in this Section or if subsequent review of audit work papers discloses deficiencies in required performance.

(4) Provider shall submit all audit documentation, as described above, pertaining to this Contract no later than one hundred twenty (120) days after the end of the Term of this Contract, unless a different time is approved, in writing, in accordance with City's audit policies promulgated by the Deputy Mayor's Office for Health and Opportunity, which are incorporated in this Contract by reference. Provider's failure to submit the audit documentation in the time required shall be a basis for withholding processing of invoices for payment, and other remedies the City has at its discretion in accordance with this Contract and the City's audit policies.

(b) **Combined City Contracts That Total \$300,000 or More in a Fiscal Year.**

Provider shall submit to the City an Independent Audit Report prepared and certified by a Certified Public Accountant (CPA) acceptable to the City. The Independent Audit Report shall be prepared in accordance with the following audit requirements:

(1) Provider shall ensure that an audit of the financial transactions relating to each City contract shall be performed.

(.a) For subrecipients, the audit shall be in compliance with all requirements of the Subrecipient Audit Guide, which is incorporated in this Contract by reference. This audit shall verify that all invoiced costs are actual, authorized and eligible for reimbursement in accordance with this Contract's requirements.

(.b) For Vendors, these examinations shall be conducted in accordance with the American Institute of Certified Public Accountants' Statements on Standards for Attestation Engagements (SSAE), Section 601, *Compliance Attestation*. The initial SSAE, Section 601, compliance examination shall be completed for the official annual reporting period of this Contract and conducted annually thereafter. The independent auditor shall issue a report on its compliance examination, as defined in SSAE, Section 601.

(.c) For Vendor-Service Organizations, these examinations shall be conducted in accordance with SSAE, Section 601. The Provider shall also ensure that an independent auditor performs an audit of its policies and procedures applicable to the processing of transactions. The audit shall be performed in accordance with the Statement on Auditing Standards 70 (SAS 70), *Reports on the Processing of Transactions by Service Organizations*, which is incorporated in this Contract by reference. The initial SAS 70 audit shall be completed for the official annual reporting period of this Contract and conducted annually thereafter. The independent auditor shall issue reports on its compliance examination, as defined in the SSAE, Section 601, and on the policies and procedures placed in operation and the tests of operating effectiveness, as defined in SAS 70.

(.d) Providers shall adhere to all other auditing requirements imposed by state and/or federal legislation and regulation, including but not limited to audit submission timelines, on funding source(s) that Provider receives through this Contract, if the funding source(s) are comprised of state and/or federal funds.

(2) Provider agrees to make full and prompt refund to the City of amounts of money which result from audit exceptions due to Provider's performance hereunder, or result from non-compliance with Applicable Law and this Contract, including, without limitation, the Contract Cost Principles.

(3) The City reserves the right to disallow fees paid by Provider for audit services under this Contract if the final audit report is not submitted in the manner and time frame prescribed in this Section or if subsequent review of audit work papers discloses deficiencies in required performance.

(4) Provider shall submit all audit documentation, as described above, pertaining to this Contract no later than one hundred twenty (120) days after the end of the Term

of this Contract, unless a different time is approved, in writing, in accordance with City audit policies promulgated by the Deputy Mayor's Office for Health and Opportunity or designee, which are included in this Contract by reference. Provider's failure to submit the audit documentation in the time required shall be a basis for withholding processing of invoices for payment, and other remedies the City has at its discretion in accordance with this Contract and the City's audit policies.

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

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

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

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

ARTICLE VII: ASSIGNMENT

7.1 **Assignment by Provider.** Provider shall not assign this Contract, or any part of this Contract, or delegate performance of this Contract (other than to its own work forces), without obtaining the prior written consent of the Responsible Official. The decision whether to consent to an assignment, the timing of consent (if any), and conditions to such consent, if any, shall each be at the City's sole discretion. Any consent to the assignment of any monies to be paid under this Contract shall not relieve Provider from the faithful performance of any of its obligations under this Contract or change any of the terms and conditions of this Contract. Any purported assignment

in violation of this provision shall be void and of no effect. The City's consent to an assignment shall not release the assignor from any liability accrued or thereafter accruing under this Contract. Any assignment or purported assignment shall be in writing and shall contain an express assumption by the assignee of all liability accrued or thereafter accruing under this Contract. Consent by the City to any assignment shall not be deemed a course of conduct, dealing or performance with respect to any other assignment or proposed assignment. For purposes of this Section 7.1 (Assignment by Provider), an assignment includes the acquisition of the Provider, or a controlling interest therein, through a corporate or other merger, and the appointment of a receiver or bankruptcy trustee, and the transfer of this Contract or Provider in any bankruptcy or other insolvency proceeding.

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

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

ARTICLE VIII: INDEPENDENT CONTRACTOR; INDEMNIFICATION; LITIGATION COOPERATION

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

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

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

cooperate with the City in resolving such claim or litigation as Additional Services and Materials under Section 3.3 (Additional Services and Materials; Change in Scope of Services) above.

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

ARTICLE IX: INSURANCE

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

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

- (1) Workers' Compensation: Statutory Limits.
- (2) Employers' Liability: \$100,000 Each Accident - Bodily Injury by Accident; \$100,000 Each Employee - Bodily Injury by Disease; and \$500,000 Policy Limit - Bodily Injury by Disease.
- (3) Other states insurance including Pennsylvania.

(b) **General Liability Insurance:**

- (1) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; \$1,000,000 advertising injury; \$2,000,000 general aggregate and \$1,000,000 aggregate for products and completed operations. The City may require higher limits of liability if, in the City's sole discretion, the potential risk warrants.
- (2) Coverage: Premises operations; blanket contractual liability; personal injury liability; products and completed operations; independent contractors, employees and volunteers as insureds; cross liability; and broad form property damage (including completed operations).

(c) **Automobile Liability Insurance:**

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

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

(d) Professional Liability Insurance:

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

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

(3) Professional Liability Insurance may be written on a claims-made basis provided that coverage for occurrences happening during the performance of the Services required under this Contract shall be maintained in full force and effect under the policy or "tail" coverage for a period of at least two (2) years after completion of the Services.

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

9.3 **Evidence of Insurance Coverage.** Certificates of insurance evidencing the required coverages must specifically reference the City contract number for which they are being submitted.

The original certificates of insurance must be submitted to the City's Risk Manager at the following address:

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

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

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

ARTICLE X: OWNERSHIP OF MATERIALS; PROPRIETARY INFORMATION; CONFIDENTIALITY

10.1 Ownership of Materials.

(a) Subject to Applicable Law, all Materials shall be the sole and absolute property of the City and the City shall have title thereto and unrestricted use thereof. To the extent that any Materials relating to this Contract developed by or for Provider embody a copyrightable work, including, but not limited to, a "compilation" as that term is used in 17 U.S.C. § 101, as amended from time to time, the City and Provider agree that such copyrightable work(s) shall be considered as one or more "works made for hire" by Provider for the City, as that term is used in 17 U.S.C. §§ 101 and 201(b), as amended from time to time. To the extent that any Materials relating to this Contract developed by or for Provider embody one or more copyrightable works but are neither a "compilation" nor any other form of "work made for hire," Provider hereby

assigns, and agrees to execute instruments evidencing such assignment, all copyrights in all of such works to the City. Provider shall cause all Materials developed or produced by Provider and any Subcontractor in connection with this Contract which embody a copyrightable work to bear the following designation: “© ____ The City of Philadelphia” [complete then current year in blank line].

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

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

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

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

ARTICLE XI: EVENTS OF DEFAULT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XII: REMEDIES

12.1 The City's Remedies.

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

demand on Provider and without waiving or releasing Provider from any of its obligations under this Contract:

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

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

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

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

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

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

12.2 Concurrent Pursuit of Remedies; No Waiver. The City may exercise any or all remedies set forth in this Article XII each of which may be pursued separately or in conjunction with such other remedies as the City in its sole discretion shall determine. No extension or indulgence granted by the City to Provider shall operate as a waiver of any of the City's rights in connection with this Contract. The rights and remedies of the City as described in this Article XII

and as described elsewhere in this Contract shall not be exclusive and are in addition to any other rights or remedies available to the City under this Contract at law or in equity.

ARTICLE XIII: TERMINATION AND SUSPENSION

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

13.2 Provider's Responsibilities Upon Termination or Suspension.

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

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

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

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

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

13.3 Payment of Provider upon Termination or Suspension.

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

(1) no allowance shall be included for termination expenses or for anticipated profits, unabsorbed or underabsorbed overhead, or unperformed Services; and

(2) the City shall deduct from any amount due and payable to Provider prior to the termination date, but withheld or not paid, the total amount of fees, costs or additional expenses incurred by the City in order to satisfactorily complete the Services and Materials required to be performed by Provider under this Contract, including the expense of engaging

another provider for this purpose, and such other damages, costs, losses and expenses of the City as may be incurred or result from such termination for an Event of Default.

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

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

13.4 Suspension.

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

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

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

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

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

In addition to the representations, warranties, and covenants made by Provider in Article IV, Provider further represents, warrants, and covenants that, to the extent of their applicability to

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

14.1 Non-Discrimination; Fair Practices.

(a) This Contract is entered into under the terms of the Charter, the Fair Practices Ordinance (Chapter 9-1100 of the Code) and the Mayor's Executive Order No. 04-86 (the "Executive Order"), as they may be amended from time to time, and in performing this Contract, Provider shall not discriminate or permit discrimination against any individual because of race, color, religion, ancestry or national origin, sex, gender identity, sexual orientation, age or disability. Nor shall Provider discriminate or permit discrimination against individuals in employment, housing and real property practices, and/or public accommodation practices whether by direct or indirect practice of exclusion, distinction, restriction, segregation, limitation, refusal, denial, differentiation or preference in the treatment of a person on the basis of actual or perceived race, ethnicity, color, sex, sexual orientation, gender identity, religion, national origin, ancestry, age, disability, marital status, source of income, familial status, genetic information or domestic or sexual violence victim status, or Human Immunodeficiency Virus (HIV) infection, or engage in any other act or practice made unlawful under the Charter, Chapter 9-1100, the Executive Order, or under the nondiscrimination laws of the United States or the Commonwealth of Pennsylvania. In the event of any breach of this Section 14.1, the City may, in addition to any other rights or remedies available under this Contract, at law or in equity, suspend or terminate this Contract forthwith.

(b) Irrespective of the applicability to Provider of Chapter 9-1100 of the Code, in connection with providing Services under the Contract, Provider shall not engage in any of the following employment practices because of race, color, sex, sexual orientation, gender identity, religion, national origin, ancestry, age, handicap (including, but not limited to, HIV infection), disability, or marital status (together, for purposes of this paragraph (b), the "Protected Categories")

except that sexual orientation and marital status shall not be Protected Categories for purposes of bona fide employee benefits plans):

(1) Refuse to hire, discharge, or discriminate against any person with respect to tenure, promotions, terms, conditions or privileges of employment or with respect to any matter directly or indirectly related to employment; or

(2) Establish, announce or follow a policy of denying or limiting, through a quota system or otherwise, the employment or membership opportunities, of any individual or group; or

(3) Prior to employment or admission to membership:

(.a) make any inquiry concerning, or make any record of any of the Protected Categories of any applicant for employment or membership, except and to the extent a particular Protected Category is a bona fide occupational qualification, or

(.b) use any form of application for employment of personnel or membership blanks containing questions or entries regarding Protected Categories except and to the extent of such a bona fide occupational qualification, or

(.c) cause to be printed, published, or circulated any notice or advertisement relating to employment or membership indicating any preference, limitation, specification or discrimination based upon Protected Categories except and to the extent of such a bona fide occupational qualification; or

(4) Fail or refuse to classify properly or refer any person for employment, or otherwise discriminate against any person, except and to the extent of a bona fide occupational qualification; or

(5) Violate any provision of Chapter 9-3200 of the Code, entitled "Entitlement To Leave Due To Domestic Or Sexual Violence;" or

(6) Penalize or discriminate in any manner against any individual because the individual has opposed any practice forbidden by this Section or has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing hereunder; or

(7) Aid, abet, incite, compel or coerce the doing of any employment practice prohibited under this Section, or obstruct or prevent any person from complying with the provisions of this Section, or attempt directly or indirectly to commit any act prohibited under this Section.

(c) Irrespective of the applicability to Provider of Chapter 9-1100 of the Code, in connection with providing Services under the Contract, Provider shall not engage in any of the following housing practices because of race, color, sex, sexual orientation, gender identity, religion, national origin, ancestry, age, handicap (including, but not limited to, HIV infection),

disability, marital status, the presence of children or sources of income (together, for purposes of this paragraph (c), the “Protected Categories”):

(1) Refuse to sell, rent, lease or in any way discriminate because of any Protected Category in the terms, conditions, or privileges of the sale, rental or lease of any commercial housing accommodation or other real property or in the furnishing of facilities or services in connection therewith; or

(2) Discriminate against any person in lending, guaranteeing loans, accepting mortgages or otherwise making available funds for the purchase, acquisition, construction, rehabilitation, repair or maintenance of any housing accommodation; or

(3) Make, print or circulate or cause to be made, printed or circulated any written or oral statement, advertisement, or publication, or to use any form of application for the purchase, rental or lease of housing accommodations or to make real estate appraisals, financial or credit reports or any record or inquiry in connection with the prospective purchase, rental or lease of housing accommodations which express, directly or indirectly, any limitation, specification or

discrimination as to any Protected Category or any intent to make any such limitation, specification or discrimination; or

(4) Sell, lease or transfer any housing accommodation that is known to be the subject of a written complaint filed with the City; or

(5) Fail to include a notice of such a complaint in any subsequent lease or agreement of sale involving that housing accommodation, unless the complaint has been resolved in favor of Provider; or

(6) Establish, announce, follow a policy of denying or limiting, through a quota system or otherwise, the housing opportunities of any individual or group because of any Protected Category; or

(7) Harass, threaten, harm, damage or otherwise penalize any individual, group or business because of compliance with the provisions of this Section, or because of a charge, testimony or assistance in any manner in any related investigation, proceeding or hearing; or

(8) Give false or misleading information, written or oral, with regard to the sale or rental of any commercial housing for the purpose of discriminating on the basis of any Protected Category; or

(9) Make any distinctions in the location of a house, lot, apartment or other commercial housing or to make any distinctions relating to the time of delivery of a house or the date of availability of an apartment or other commercial housing; or

(10) Aid, abet, incur, induce, compel or coerce the doing of any unlawful housing practice prohibited by this Section or to obstruct or prevent any person from complying with the provisions of this Section; or

(11) Refuse or limit service to any person or to accept or retain a listing of any housing accommodation for sale, rent or lease with an understanding that discrimination may be practiced in connection with the sale, rental or lease thereof.

(d) Provider's failure to comply with any term or condition set forth in this Section 14.1 shall be an Event of Default pursuant to Article XI (Events of Default) of the General Provisions, for which the City may exercise any one or more of the remedies provided in Article XII (Remedies) of the General Provisions including, without limitation, termination of the Contract.

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

(a) In accordance with Chapter 17-400 of the Code, Provider agrees that its payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization, insofar as such participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of

employment, promotions, terms, privileges or conditions of employment on the basis of race, color, sex, sexual orientation, religion, national origin or ancestry, constitutes, without limiting the applicability of Articles XI (Events of Default) and XII (Remedies) above, a substantial breach of this Contract entitling the City to all rights and remedies provided in this Contract or otherwise available at law or in equity.

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

14.3 Executive Order 03-12: Minority, Woman and Disabled Business Enterprise Participation. In accordance with Executive Order 03-12 (the "Antidiscrimination Policy"), the City, acting through its Office of Economic Opportunity ("OEO"), has established an antidiscrimination policy that relates to the solicitation and participation of Minority Business Enterprises ("MBE"), Woman Business Enterprises ("WBE"), and Disabled Business Enterprises ("DSBE") (collectively, "M/W/DSBE") in City contracts. The purpose of this Antidiscrimination Policy is to ensure that all businesses desiring to do business with the City have an equal opportunity to compete by creating access to the City's procurement process and meaningfully increasing opportunities for the participation by M/W/DSBEs in City contracts at all tiers of contracting, as prime contractors, subcontractors and joint venture partners. In furtherance of this policy, the City will, from time to time, establish participation ranges for City Contracts and City Related Special Projects. Provider agrees to comply with the requirements of the Antidiscrimination Policy by exercising its Best and Good Faith Efforts to include M/W/DSBEs in its contract, and where participation ranges are established by OEO, Provider agrees, without limitation, to submit documentation responsive to each of the participation ranges established for the Contract.

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

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

(2) Provider shall secure the prior written approval of the OEO before making any changes or modifications to any Contract Commitments made by Provider herein, including, without limitation, substitutions for its MBEs, WBEs and/or DSBEs, changes or

reductions in the services provided by its M/W/DSBE participants, or changes or reductions in the dollar amounts and/or percentage value paid to its M/W/DSBE participants.

(3) Unless otherwise specified in a M/W/DSBE Subcontract between the Provider and its M/W/DSBE participant, as described in (a) (1) above, Provider shall, within five (5) business days after receipt of a payment from the City for services performed under the Contract, deliver to its M/W/DSBE participant its proportionate share of such payment for services performed by the M/W/DSBE participant. In connection with payment of its M/W/DSBE participants, Provider agrees to fully comply with the City's payment reporting process which may include the use of electronic payment verification systems.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14.5 **Americans With Disabilities Act.** Provider understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from providing Services or Materials under this Contract. By executing and delivering this Contract, Provider covenants to comply with all provisions of the Americans with Disabilities Act (the "ADA"), 42 U.S.C. §§12101 - 12213, and all regulations promulgated thereunder, as the ADA and regulations may be amended from time to time, which are applicable (a) to Provider; (b) to the benefits, Services, Materials, activities, facilities and programs provided in connection with this Contract; (c) to the City, or the Commonwealth of Pennsylvania; (d) to the benefits, services, activities, facilities and programs of the City or the Commonwealth; and (e) if any funds under this

Contract are provided by the federal government, to federal funds, benefits, services, activities, facilities and programs applicable to this Contract. Without limiting the applicability of the preceding sentence, Provider shall comply with the "General Prohibitions Against Discrimination," 28 C.F.R. Part 35.130, and all other regulations promulgated under Title II of the ADA, as they may be amended from time to time, which are applicable to the benefits, services, facilities, programs and activities provided by the City through contracts with outside contractors.

14.6 Northern Ireland.

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

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

(c) Provider agrees to cooperate with the City's Director of Finance in any manner which the said Director deems reasonable and necessary to carry out the Director's responsibilities under Section 17-104 of the Code. Provider expressly understands and agrees that any false certification or representation in connection with this Section 14.6 (Northern Ireland) and any failure to comply with the provisions of this Section 14.6 shall constitute a substantial breach of this Contract entitling the City to all rights and remedies provided in this Contract or otherwise available at law (including, but not limited to, Section 17-104 of the Code) or in equity.

14.7 Limited English Proficiency. Provider understands and agrees that no individual who is limited in his or her English language proficiency shall be denied access to Services provided under this Contract on the basis of that limitation. As a condition of accepting and executing this Contract, Provider shall comply with all provisions of Title VI of the Civil Rights Act of 1964, the President of the United States of America Executive Order No. 12250, the Mayor of the City of Philadelphia's Executive Order entitled, "Access to Federally Funded City Programs and Activities for Individuals with Limited English Proficiency" dated September 29, 2001, and all regulations promulgated thereunder, as the Act and regulations may be amended from time to time, which are applicable (a) to Provider, (b) to the benefits, services, activities and programs provided in connection with this Contract, (c) to the City, or the Commonwealth of Pennsylvania, and (d) to the benefits, services, activities and programs of the City or of the Commonwealth, and if any funds under this Contract are provided by the federal government, which are applicable to the federal government and its benefits, services, activities and programs. Without limiting the applicability of the preceding sentence, Provider shall comply with 45 C.F.R. 80 et. seq. and all

other regulations promulgated under Title VI of the Civil Rights Act of 1964, as they may be amended from time to time, which are applicable to the benefits, services, programs and activities provided by the City through contracts with outside contractors.

14.8 Business, Corporate and Slavery Era Insurance Disclosure.

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

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

14.9 Protected Health Information.

(a) The City of Philadelphia is a “Covered Entity” as defined in the regulations issued pursuant to the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). The City’s business activities include both (1) functions which make the City a Covered Entity, and, therefore, subject to HIPAA, and (2) functions that are not subject to HIPAA. In accordance with 45 CFR §164.105(a)(2)(iii)(D), the City has designated certain departments and units of the City as health care components that must comply with HIPAA (“Covered Components”). The Covered Components of the City as of April 1, 2017 include: Ambulatory Health Services (a unit of the Philadelphia Department of Public Health (“PDPH”)); the Philadelphia Nursing Home (a unit of PDPH); the Sexually Transmitted Disease Control Program (a unit of PDPH); the Philadelphia Public Health Laboratory (a unit of PDPH); the Benefits Administration Unit of the Office of Human Resources; Emergency Medical Services (a unit of the Philadelphia Fire Department); and the Office of Behavioral Health and Intellectual disAbility Services. This list is subject to change, and any department or unit of the City that the City in the future determines to be a Covered Component under HIPAA shall be deemed to be a Covered Component for purposes of this Section 14.9.

(b) To the extent (1) this Contract is entered into by the City for or on behalf of a Covered Component and/or requires the performance of services that will be delivered to or used by a Covered Component (whether or not the City department or unit through which the City entered the Contract is a Covered Component), and (2) Provider is a “Business Associate” of the City, as defined in 45 CFR §160.103, Provider shall comply with the City’s Terms and Conditions Relating to Protected Health Information (“City PHI Terms”) posted on the City’s website (at <https://secure.phila.gov/eContract/> under the “About” link). The City PHI Terms are hereby incorporated in this Section 14.9 as if fully set forth herein. (A printed version of the City PHI Terms, in the City’s sole discretion, also may be attached to this Contract.)

14.10 Non-Lobbying Certification. No federally appropriated funds have been paid, by or on behalf of Provider, to any person for influencing or attempting to influence an officer or

employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Contract, Provider shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

If this Contract or any Subcontract is funded with federal funds, Provider shall require that this language be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and Subcontractors shall certify and disclose accordingly.

Provider understands that this is a material representation of fact upon which reliance was placed when this Contract was entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed under Section 1352, Title 31, U.S. Code, and Provider agrees that the execution of this Contract shall constitute the requisite submission.

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

(a) Provider is a "Service Contractor" in that by virtue of entering into this Contract, Provider has entered into a "Service Contract," as those terms are defined in Chapter 17-1300 of the Code. Any Subcontract between Provider and a Subcontractor to perform Services under this Contract is a "Service Contract" and such Subcontractors are also "Service Contractors" for purposes of Chapter 17-1300, as are any subcontract and subcontractor at any tier providing Services under this Contract. (Chapter 17-1300 is accessible at <http://www.amlegal.com/library/pa/philadelphia.shtml>.) If such Service Contractor (Provider or any subcontractor at any tier) is also an "Employer," as that term is defined in § 17-1302 (more than 5 employees), and further described in §17-1303 of the Code, then absent a waiver, during the Initial Term and any Additional Term, in addition to any applicable state and federal requirements, Provider shall provide, and shall enter into Subcontracts and otherwise cause any subcontractors at any tier that are also Service Contractors to provide, their respective covered Employees (persons who perform work for a covered Employer that arises directly out of a Service Contract), with at least the minimum wage standard and minimum benefits standard, and required notice thereof, stated in federal and state law and in Chapter 17-1300 of the Code. A summary of the current requirements is as follows:

(1) Minimum Wage.

For wages to be provided on and after January 1 of each year during which the Initial Term and any Additional Term is in effect, Provider, and any Subcontractor at any tier, shall provide their covered Employees with an hourly wage, excluding benefits, that is no less than the result of

multiplying \$12 by the then current Consumer Price Index Multiplier (CPI Multiplier) as annually adjusted. For purposes of determining the minimum hourly wage required, the CPI Multiplier is calculated annually by the City's Director of Finance by dividing the most recently published Consumer Price Index for all Urban Consumers All Items Index for Philadelphia, Pennsylvania, by the most recently published Consumer Price Index for all Urban Consumers (CPI-U) of each calendar year. The then current minimum hourly wage applicable to City contractors and subcontractors will be posted on the City's website. As of January 1, 2018 that wage is \$12.20 per hour.

(2) Minimum Benefits.

(A) to the extent an Employer provides health benefits to any of its employees, provide each full-time, non-temporary, non-seasonal covered Employee with health benefits at least as valuable as the least valuable health benefits that are provided to any other full-time employees of the Employer; and

(B) provide to each full-time, non-temporary, non-seasonal covered Employee at least the minimum number of earned sick leave days required by Code Section 17-1305(2).

(3) Generally. Chapter 17-1300 of the Philadelphia Code requires that employers pay the higher of either: 150% of the federal minimum wage, or \$12 multiplied by the CPI Multiplier. To the extent a change in law would require an increase in wages or benefits under Chapter 17-1300 (for example, an increase in the federal minimum wage to \$9.00/hour, which would increase the required City minimum wage to \$13.50 due to the Chapter's requirement of 150% of the federal minimum wage), such new requirement will take effect only at the start of an Additional Term, if any, commencing on or after the date of the new legal requirement.

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

(c) Absent a waiver, if Provider is subject to Chapter 17-1300, Provider shall comply with all of its requirements as they exist on the date when Provider entered into this Contract with the City or into an amendment thereto. Provider shall take such steps as are necessary to notify its Subcontractors of these requirements, and to cause such Subcontractors to notify lower-tier subcontractors that are Service Contractors of these requirements, including, without limitation, by incorporating this Section 14.10, with appropriate adjustments for the identity of the parties, in its Subcontracts with such Subcontractors. A Provider or subcontractor at any tier subject to Chapter 17-1300 that fails to comply with these provisions may, after notice and hearing before the Director of Finance or such other officer or agency designated by the Mayor, be suspended from receiving financial assistance from the City or from bidding on and/or participating in future City contracts, whether as a prime contractor or a subcontractor, for up to three (3) years. City Council may also initiate a similar suspension or debarment process. Such suspension or debarment shall be in addition to any of the other sanctions or remedies set forth in Chapter 17-1300 or this Contract.

(d) Without limiting the applicability of Articles XI (Events of Default) and XII (Remedies) above, Provider's failure to comply, or the failure of subcontractors at any tier to

comply, with the requirements of Chapter 17-1300 shall constitute a substantial breach of this Contract entitling the City to all rights and remedies provided in this Contract or otherwise available at law or in equity.

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

(f) The City may grant a partial or total waiver of Chapter 17-1300 based on specific stipulated reasons elaborated in Section 17-1304 of the Code. An overview offering guidance on the applicability of, and requirements placed on City contractors and subcontractors by Chapter 17-1300 of the Code is available on the City's website at <https://secure.phila.gov/eContract/> under the "About" link; see "Minimum Wage and Equal Benefits Ordinances Impacting Some City Contractors."

14.12 Chapter 17-1400 of the Philadelphia Code: Contributions and Other Mandatory Disclosures.

(a) Provider confirms on behalf of itself and its Subcontractor(s) that no contribution(s) have been made, and agrees that none shall be made during the Term of this Contract by Provider, any Subcontractor, or any party from which a contribution can be attributed to Provider or Subcontractor, that would render Provider or Subcontractor, as applicable, ineligible to apply for or enter into a Non-Competitively Bid Contract under the provisions of Sections 17-1404(1) and 17-1405 of the Code; and that disclosures made as part of its application to receive a Non-Competitively Bid Contract contain no material misstatements or omissions. Breach of this covenant shall constitute an event of default and render the Contract voidable at the City's option, and, as to contributions made by or attributable to Provider, shall make Provider liable for liquidated damages to the City in the amount of ten percent (10%) of the maximum payments to Provider allowed under the Contract, regardless whether actually paid. The City may exercise any or all the remedies set forth in this Section 14.12 (Contributions and Other Mandatory Disclosures), each of which may be pursued separately or in conjunction with such other remedies as the City in its sole discretion shall determine. No extension or indulgence granted by the City to Provider shall operate as a waiver of any of the City's rights in connection with this Contract. The rights and remedies of the City as described in this Section 14.12, and as described elsewhere in this Contract, shall not be exclusive and are in addition to any other rights or remedies available to the City under this Contract at law or in equity.

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

association organized in support of any such candidate, office holder, political committee or state party, and the date and amount of such contribution.

(1) It shall not be a violation of this Section 14.12(b) if Provider fails to disclose a contribution made by a Consultant because Provider was unable to obtain such information from the Consultant, provided Provider demonstrates that it used reasonable efforts to attempt to obtain such information, including, at a minimum:

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

(B) Including in such agreement a provision requiring the Consultant to provide Provider in a timely manner with all information required to be disclosed under the provisions of Chapter 17-1400 of the Code, and providing, in effect, that the agreement will be terminated by Provider if the Consultant fails to provide all required information on a timely basis and that no further payments, including payments owed for services performed prior to the date of termination, will be made to the Consultant by or on behalf of Provider as of the date of such termination;

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

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

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

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

(e) The disclosures required by Sections 14.12(b), (c) and (d) shall be made utilizing the online disclosure update process through Provider's eContract Philly account which can be accessed on the City's website at www.phila.gov/contracts by clicking on eContract Philly. Such disclosures shall be made within five (5) business days of the action or event requiring Provider to update its disclosures. In the case of updates to political contributions made by Provider required by Section 14.12(b), the attribution rules of Section 17-1405 shall apply to determine

what contributions must be disclosed under this provision as contributions of Provider or of a Consultant. Provider is advised that any individual who submits an update on eContract Philly must be an authorized signatory of Provider, authorized to make the required updated disclosures.

(f) Reports generated automatically by the online process for the updated disclosures required by Sections 14.12(b), (c) and (d) will be automatically forwarded to the President and Chief Clerk of Council, and to the Mayor, Director of Finance, Procurement Department, and the Department of Records.

14.13 **Executive Order 10-16: Gifts.**

(a) Pursuant to Executive Order 10-16, no City officer or employee may accept or receive a payment, subscription, advance, forbearance, rendering or deposit of money, services, entertainment, invitation, food, drink, travel, lodging or anything of value, unless consideration of equal or greater value is conveyed in return, from any person who, at time or within 12 months preceding the time a gift is received:

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

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

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

(b) Additionally, no City officer or employee shall accept or receive a gift of any value from any person that engages in lobbying on behalf of a principal for economic consideration, and is registered as such, pursuant to the requirements of Section 20-1202 of The Philadelphia Code or any other Applicable Law, including any attorney-at-law while engaged in lobbying.

(c) Provider understands and agrees that if it offers anything of value to a City official or employee under circumstances where the receipt of such item would violate the provisions of this Executive Order, Provider shall be subject to sanctions with respect to future City contracts. Such sanctions may range from disqualification from participation in a particular contract to debarment, depending on the nature of the violation.

(d) All City employees presented with gifts or gratuities as indicated in Executive

Order 10-16 are required to report these actions to the appropriate authorities. All Providers that are solicited for gifts or gratuities by City employees must report these incidents to the appropriate authorities, including but not limited to the Office of the Inspector General.

14.14 **Chapter 17-1900 of the Philadelphia Code: Equal Benefits Ordinance.**

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

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

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

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

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

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

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

ARTICLE XV: FIXED ASSETS

15.1 Title to Fixed Assets

(a) Title to fixed assets purchased in whole or in part through this Contract shall vest in the City, subject to Provider's use thereof during the Term of this Contract. The City may, at its sole discretion, in whole or in part, according to the percentage of contribution, and within one hundred and eighty (180) days after the expiration of the Term of this Contract:

(1) Take possession of the fixed assets and reimburse any other funding sources according to their percentage of contribution based upon fair market value as determined by an Independent appraisal by an appraiser selected by the City;

(2) Direct that the fixed assets be sold pursuant to an independent appraisal by an appraiser selected by the City reflecting an acceptable fair market value, with the proceeds of the sale retained by the City;

(3) Allow retention by Provider upon proportionate payment to the City of the share contributed by the City as determined by the fair market value in accordance with an independent appraisal by an appraiser selected by the City.

(b) Provider shall maintain and administer, in accordance with sound business practice, a program for the maintenance, repair, protection, preservation, and insurance of property so as to assure its full availability and usefulness for the performance of this Contract. A control system, including insurance coverage, must be in effect to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated and fully documented by Provider.

(c) During the Term of this Contract and within one hundred and eighty (180) days after the expiration or earlier termination of the Term hereof, Provider shall not sell, lease, donate, or otherwise dispose of any fixed asset purchased with funds obtained pursuant to this Contract without prior written permission from the City.

(d) The following provisions shall apply to all property which has been furnished by the City or for which reimbursement has been made.

(1) Provider shall maintain a fixed assets ledger or equivalent document which shall be current and shall be submitted to the City in accordance with the terms and conditions of this Contract. The fixed assets ledger or equivalent document shall separately identify those assets owned by the City and those assets owned by Provider.

(2) In the event that Provider is indemnified, reimbursed or otherwise compensated for any loss, destruction or damage to assets covered by this Contract, it shall notify the City in writing and shall use the proceeds to repair, renovate or replace the property involved; and shall credit such proceeds against the cost of work covered by this Contract, or shall otherwise reimburse the City as directed by the City.

(3) Provider shall maintain an inventory listing of all fixed assets. Provider shall perform an annual physical inventory at the end of the Initial Term and the end of any Additional Term of this Contract, by sighting and verifying the inventory listings. Discrepancies shall be documented and kept on file with the invoices, inventory reports, and other papers which are subject to audit. Provider shall submit such inventory listings to the City at the end of the Initial Term and the end of any Additional Term of this Contract. Without limiting the applicability of other portions of this Contract, the City retains the right to enter the property or facilities used in connection with this Contract or Services, to make inspections of fixed assets covered by this Contract, and of the above-mentioned invoices, inventory reports and other papers.

ARTICLE XVI: MISCELLANEOUS

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

16.2 **Amendments; Waiver.** This Contract may not be amended, supplemented, altered, modified or waived, in whole or in part, except by a written Amendment signed by the Parties. Except to the extent that the Parties may have otherwise agreed in writing in an Amendment, no waiver, whether express or implied, by either Party of any provision of this Contract shall be deemed: (a) to be a waiver by that Party of any other provision in this Contract; or (b) to be a waiver by that Party of any breach by the other Party of its obligations under this Contract. Any forbearance by a Party in seeking a remedy for any noncompliance or breach by the other Party shall not be deemed to be a waiver of rights and remedies with respect to such noncompliance or breach.

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

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

16.5 **No Third Party Beneficiaries.** With the exception of the remedy provided to third party beneficiaries by Section 14.12(e) nothing in this Contract, express or implied, is intended or shall be construed to confer upon or give to any Person, other than the Parties, any rights, remedies, or other benefits, including but not limited to third-party beneficiary rights, under or by reason of this Contract. This Contract shall not provide any third party with any remedy, claim, liability,

reimbursement, cause of action or other right other than any such remedy, claim, etc. existing without reference to the term of or the existence of this Contract.

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

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

16.8 **Survival.** Any and all provisions set forth in this Contract which, by its or their nature, would reasonably be expected to be performed after the termination of this Contract shall survive and be enforceable after such termination. Any and all liabilities, actual or contingent, which shall have arisen in connection with this Contract shall survive the expiration or earlier termination of this Contract including without limitation: Provider's representations, warranties and covenants set forth in Article IV (Provider's Representations, Warranties and Covenants) above; audit, inspection and record retention requirements set forth in Article VI (Audits; Inspection Rights; Records) above; Provider's obligation to indemnify, defend and hold harmless the City, its officers, employees and agents as set forth in Section 8.2 (Indemnification) above; the Parties' rights and obligations set forth in Article X (Ownership of Materials; Proprietary Information; Confidentiality) above; and Providers continuing obligations related to section 14.12 (Chapter 17-1400 of the Philadelphia Code: Contributions and Other Mandatory Disclosures).

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

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

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

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

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

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

16.15 **Waiver of Jury Trial.** Provider hereby waives trial by jury in any legal proceeding in which the City is a party and which involves, directly or indirectly, any matter (whether sounding in tort, contract or otherwise) in any way arising out of or related to this Contract or the relationship created or evidenced hereby. This provision is a material consideration upon which the City relied in entering into this Contract.

16.16 **Notices.** All notices, demands, requests, waivers, consents, approvals or other communications which are required or may be given under this Contract shall be in writing and shall be deemed to have been duly made (a) when received or refused if delivered by hand with receipt given or refused; (b) on the next business day if delivered by a nationally recognized overnight courier service (e.g., Federal Express or United Parcel Service); (c) on the date confirmed for receipt by facsimile if delivered by facsimile; and (d) upon receipt or refusal of delivery if sent by certified or registered United States mail, return receipt requested. In each case notices shall be sent to the addresses set forth in Section 5.1 (Notice) of the Provider Agreement, or to such other address as either Party may specify to the other by a notice complying with the terms of this Section 16.16 (Notices).