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## REQUEST FOR PROPOSALS

Procurement Consultant for City Accelerator on Inclusive Procurement

### Issued by:

The Mayor's Fund for Philadelphia

On behalf of the Mayor's Office

**DEADLINE EXTENDED: Applications must be received no later than September 13, 2019.** A pdf of the proposal must be emailed to: [mayorsfund@phila.gov](mailto:mayorsfund@phila.gov) and [Nefertiri.Sickout@phila.gov](mailto:Nefertiri.Sickout@phila.gov). Please include "Procurement Consultant" in the subject line.

Questions about this opportunity must be submitted via email to [mayorsfund@phila.gov](mailto:mayorsfund@phila.gov) and [Nefertiri.Sickout@phila.gov](mailto:Nefertiri.Sickout@phila.gov) by September 6, 2019. Responses will be provided by September 9, 2019.



## **Introduction – Statement of Purpose**

The Mayor's Fund for Philadelphia (the "Fund") and the City of Philadelphia (the "City") seek proposals from qualified consultants to support the City's efforts to improve City procurement.

The Citi Foundation and Living Cities selected Philadelphia as one of ten cities to participate in an inclusive procurement initiative. More information about the initiative can be found here: <https://www.citigroup.com/citi/news/2019/190606a.htm>. Through the initiative, the City will work over the next year to conduct research and pursue a range of projects to find innovative, effective, locally-tailored strategies to leverage its public purchasing power to develop firms owned by people of color, women and immigrants.

The City is experiencing great momentum and economic success right now, and understands that this comes with the responsibility of building an economy that works for all residents. The City recently shared its vision for inclusive growth in Philadelphia, which includes targeted and intentional strategies aimed at expanding financial access and business supports to increase diverse business inclusion. [Growth with Equity, Philadelphia's Vision for Inclusive Growth](#). As part of the City's work to improve equitable economic outcomes, the City's plan also highlighted the need to make City procurement processes and outcomes more equitable.

The City's goal in participating in the City Accelerator includes significantly increasing response rates to bid opportunities by diverse business owners, with a particular focus on local minority business enterprises. To this end, the City will utilize a comprehensive approach to develop an understanding of the critical structural and institutional barriers that limit contracting opportunities with the City; initiate and implement strategies to target specific challenges; and, grow partnerships with key stakeholders to inform the development of a strategy that could be scaled citywide in the future. More information on Philadelphia's [Inclusive Procurement Proposal](#) is available online.

Through this Request for Proposals (RFP), the City is seeking a consultant to conduct specific research on the institutional and structural barriers that may impact inclusive procurement participation, and develop a set of recommended strategies to address identified barriers.

## **Department Overview**

The Mayor's Fund for Philadelphia works in close partnership with the City of Philadelphia and private sector partners, serving as a financial and contract administrator, to support the development and implementation of initiatives that reflect Mayoral priorities and seek to improve the quality of life for all Philadelphians. The Fund will serve as the fiscal administrator for this contract opportunity. The Office of Diversity and Inclusion will serve as the project manager for this effort on behalf of the Fund.



Within the Mayor's Office, the Office of Diversity and Inclusion (ODI) makes recommendations over the long term that work to build a more inclusive City workforce and advance economic outcomes related to race, ethnicity, disability, gender, gender identity, and sexual orientation. ODI also serves to support the City's efforts to embed an equity lens across municipal operations, programs, and services. Nefertiri Sickout, Deputy Diversity & Inclusion Officer, will be the primary contact at the City for the selected Consultant, and will be responsible for coordinating the timely completion of tasks, services, and deliverables associated with this project.

The Office of the Chief Administrative Officer (CAO) works to modernize city government and improve the efficiency and effectiveness of City services. The CAO focuses on innovating and strengthening the city's administrative functions and enabling resident-facing departments to evaluate, plan, and continually improve their service delivery. The following departments and functions report to the CAO: Human Resources and Talent, Office of Innovation and Technology, Procurement, Records, Office of Administrative Review, Bureau of Administrative Adjudication, Digital Transformation, and Contracting. The CAO is a co-lead for the City Accelerator initiative and will be helping to lead the implementation of the strategies proposed by the selected consultant.

### **Project Background**

The City of Philadelphia is committed to advancing inclusive economic growth and equitable procurement as a policy, practice and culture. With people of color comprising sixty-five percent of Philadelphia's residents, coupled with a recent rise in economic growth, the City is poised to uplift the economic success experienced by people and business owners of color. Despite the City's commitment to inclusive growth, and progress since the beginning of the Kenney Administration to reach the 35% participation goal for Minority, Women, and Disabled-Owned Businesses ("M/W/DSBEs"), the City remains challenged in leveraging the full potential of its procurement power to achieve equitable contracting outcomes. Specifically, the City's existing procurement strategies appear not to have translated into the submission of bids or proposals by, and participation from, Minority Business Enterprises (MBEs) that reflect their presence in Philadelphia. The City is seeking this opportunity to better understand and address the persistent barriers and market failures that limit MBE response rates and restrict the reach of the City's existing procurement strategies in increasing MBE participation. By increasing MBE response rates and participation, we will leverage the City's significant buying power to reinvest in the city's MBEs and grow Philadelphia's economy equitably—with an ultimate goal of wealth creation by and for communities of color and women.

The low response rate to City bids by MBEs constitutes a substantial challenge to the City's ability to fully leverage its procurement power. The City has instituted a variety of strategies to streamline the procurement process overall and to increase MBE participation, but MBEs continue to rank lowest among white- and women-owned businesses when responding to City bids. MBE response rates remain low even for smaller contracts, which can act as an entry point and opportunity to scale for these businesses.

Additionally, preliminary research shows that firms being certified as M/W/DSBEs by third-party agencies do not also elect to become part of the City's registry of certified M/W/DSBEs.

### **General Disclaimer of the City**

This RFP does not commit the Fund or the City of Philadelphia to award a contract. This RFP and the process it describes are proprietary to the Fund and the City and are for the sole and exclusive benefit of the Fund/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 Fund/City and may be subject to public disclosure by the Fund/City, or any authorized agent of the Fund/City.

### **Scope of Work**

#### **Project Details**

The Scope of Work (SOW) is to conduct research on a specified set of questions, provide a written report of research findings to the City, and set forth recommendations to improve relevant contracting processes as identified within scope of research.

### **Budget and Cost Proposal**

The budget proposed may not exceed \$34,000. Applicants must provide a detailed cost proposal, which must include 1) a line-item breakdown of the costs for specific services and work products proposed, and 2) a statement of staff hourly rates. The proposed price must include all costs that will be charged to the Fund for the services and tangible work products the Applicant proposes to perform and deliver to complete the project. Any contract resulting from this RFP will provide for a not-to-exceed amount in the compensation section of the contract.

### **Services and Tangible Work Products**

- 1. Research:** through a review of policies, procedures and practices, conduct research based upon the questions detailed below. The research may include, but not be limited to, the following types of activities: a review of relevant City policies, regulations, and laws; a scan of best practices in other similarly-sized municipalities; and interviews with appropriate City staff, as necessary. The selected consultant will also hold at least two stakeholder focus groups with entrepreneurs, including diverse business owners, to better understand barriers as experienced by these businesses. The selected consultant will focus their research on the following questions:
  - a. For solicitations of goods and services under and above the City's formal RFP and bidding threshold (currently \$34,000), review the existing policies and procedures for M/W/DSBEs to do business with the City. (A subset of existing policies, procedures or other relevant material is attached as to this RFP as **Exhibits A through I.**) Identify structural barriers to responding to these

opportunities for M/W/DSBEs, and department adherence to current M/W/DSBE policy.

- b. Analyze goods and services purchased by the City. Based on the City's purchasing data, determine:
  - i. what is the availability of MBE firms in the OEO registry that match typical contracts; and
  - ii. the extent to which commodities that have been identified by the City as having few or no MBEs available to respond is accurate.
- c. Research the extent to which, and why, firms certified as MBEs by approved third party certifiers do not also enter the City's OEO registry.
- d. Research and provide recommendations on best practices to enforce MBE participation rates.
- e. Review the Commonwealth's disparity study and provide recommendations on the benefit of a disparity study for the City of Philadelphia.

**2. Report:** Prepare a written report of findings.

**3. Recommendations:** Set forth recommendations identifying strategies to address any structural barriers or strengthen equitable outcomes.

**4. Written documents and materials:** The selected consultant will have the ability and discipline to produce written documents in the form of PowerPoint presentations; summarizing documents that articulate key take-aways from meetings; recommendations to inform future strategic decision-making; among other materials which are high quality, easy to understand, and professionally presented. Written materials should reflect the following:

- o Rigor: Driven by thoughtful, quality, and detail-oriented processes, project output, and reflect client/team interactions.
- o Ethical: Demonstrates strong ethics - high ethical and moral standards; communicates clearly
- o Action-orientation: Documents should communicate in a way that help others see opportunities, navigate barriers, and problem solve solutions that enhance the City's own deliverables, processes, and practices.
- o Professional: Materials shared with the City should be clear, easy to understand, and reflect a high standard of communication and professionalism.
- o Timely: Documents should be prepared and ready to share within the timeframe of this RFP. If additional time is needed, the request should be communicated in writing with advanced notice (at least 3 weeks).

### **Timetable**

The anticipated start date of this contract is September 30, 2019 and shall conclude by December 31, 2019. The Mayor's Fund for Philadelphia and the City reserve the right to extend the length of this engagement upon mutual agreement with the selected consultant. By the conclusion of the engagement, the selected consultant will have completed, and furnished to the City the services and tangible work products described above. The City, in its sole option, reserves the right to reject any service or tangible work product that is not completed in a manner acceptable to the City or the standards set forth in this RFP.

### **Hours and Location of Work**

The services the City is seeking will occur both in-person (in Philadelphia) and remotely (by phone and email).

### **Monitoring/ Security**

By submission of a proposal in response to this RFP, the Applicant agrees that it will comply with all contract monitoring and evaluation activities undertaken by the Fund and the City of Philadelphia, and with all security policies and requirements of the City.

### **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.

### **Insurance Requirements**

The standard minimum insurance policy requirements to be maintained by contractors of The Mayor's Fund are listed below. Contractor must maintain:

1. Workers' compensation (or similar) insurance as required by the jurisdiction where the Services are performed
2. Commercial general liability insurance (including products liability, completed operations and contractual liability coverage) with minimum limits applicable to bodily injury and property damage of \$1,000,000 per occurrence, and \$2,000,000, and containing a waiver of subrogation against The Fund
3. Excess or umbrella insurance with minimum limits of \$1,000,000 per each occurrence and in the aggregate and containing a waiver of subrogation against The Fund
4. Errors and omissions insurance with minimum limits of \$1,000,000 combined single limit

Such policies must (a) be in Vendor's name unless agreed upon in writing by The Fund, (b) include The Fund and its employees as additional insureds, (c) not have a deductible exceeding \$25,000 per claim, and (d) be placed with insurers reasonably acceptable to The Fund, having a Best's rating of no less than "A-". These minimum insurance amounts are not to be construed as limiting a Contractor's right to obtain additional coverage and higher liability limits at Contractor's discretion. Contractor may be required to provide proof of insurance at the Fund's discretion.

### **Proposal Review and Selection Process**

<b>Date</b>	<b>Action Item</b>
September 6, 2019	Deadline to submit written questions about RFP
September 9, 2019	Answers to questions posted
September 13, 2019	Proposals due
End of September	Consultant selected

### **Submission Requirements:**

All proposals submitted for this opportunity should address the following:

**1. Organization & Personnel Qualifications:** 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, specifically regarding advancing equity in city procurement.

#### **2. Scope of Work Description:**

The scope of work proposed by Applicant should include a general project schedule that identifies all tasks, activities, deliverables, and milestones the Applicant proposes to carry out for the project and a time of completion (measured from project start date) for each. The Applicant should state the number of days following the Fund's authorization to proceed by which it will be ready to start the work, including any mobilization time. If the Applicant proposes a different overall time of performance, it should state its reasons.

#### **3. Cost Proposal:**

Applicants must provide a detailed cost proposal, which must include 1) a line-item breakdown of the costs for specific services and work products proposed, and 2) a statement of staff hourly rates. The proposed price must include all costs that will be charged to the Fund for the services and tangible work products the Applicant proposes to perform and deliver to complete the project. Any contract resulting from this RFP will provide for a not-to-exceed amount in the compensation section of the contract.

### **Proposal review and Selection Process:**

It is expected that proposals will be reviewed, and a limited number of interviews may be held in September.

The successful candidate will be the person/firm who demonstrates the knowledge, experience and ability to perform the work effectively.



## **EXECUTIVE ORDER No. 15-11**

### **PUBLIC WORKS PROJECT LABOR AGREEMENTS**

WHEREAS, the City of Philadelphia (“City”) has a compelling interest in awarding building or construction work contracts so as to yield the lowest reasonable costs and the highest standard of quality and efficiency; and

WHEREAS, Project Labor Agreements can ensure that a building or construction work project is completed at the lowest reasonable cost; by the highest quality and most professional work force; and in a timely manner without labor disruptions such as strikes, lockouts or slowdowns; and

WHEREAS, Project Labor Agreements can provide opportunities for the City, contractors and labor organizations to make progress in meeting their respective goals for worker diversity and local employment;

WHEREAS, the City has been a party to several Project Labor Agreements pursuant to Executive Order No. 5-95 and has gained useful insight into when Project Labor Agreements are most appropriate and beneficial to the City;

WHEREAS, the City has determined that certain projects, because of their size, complexity, need for a variety of craft labor and critical deadlines are generally appropriate for Project Labor Agreements; and

WHEREAS, guidance to City departments and agencies on the use of Project Labor Agreements benefits the interests of the City:

WHEREAS, an Advisory Committee can provide continuing guidance on the use and form of Project Labor Agreements;

NOW, THEREFORE, by the powers vested in me by the Philadelphia Home Rule Charter, it is hereby ORDERED:

#### **SECTION 1. Definitions.**

- (a) Appropriate Labor Organization. An organization representing, for purposes of collective bargaining, journeymen in one or more crafts or trades with a Federal or state certified approved apprenticeship training program and which:
  - (i) has entered into a labor agreement with an employer in the building and construction industry;
  - (ii) has represented journeymen, mechanics and apprentices employed

on projects similar to the project for which a Project Labor Agreement is being considered;

- (iii) possesses the present ability to refer, provide or represent qualified journeymen and apprentices in the crafts or trades required by the project, in sufficient numbers to perform the contracted work involved in the project; and
  - (iv) has identified member diversity as an organizational value and has established objectives for maintaining and increasing diversity among its apprentice and journeyman members.
- (b) City Agency. A City office, department, board, commission or other entity which procures goods and services directly or through the City Procurement Department.
  - (c) Project(s). This Executive Order shall apply to building or construction work under a contract with the City governed by Section 17-107 of The Philadelphia Code.
  - (d) Project Labor Agreement. A collective bargaining agreement between a contractor as an employer and an Appropriate Labor Organization relating to the building or construction work performed at a particular site ("Project"). Such an agreement sets forth the terms and conditions of employment for workers hired by the employer and sets forth certain work rules, no-strike clauses, jurisdictional determinations and other project-specific provisions that the City, the employer or the Labor Organization deem important for the completion of the project. Any Project Labor Agreement shall be subject to the review and approval of the City's Law Department.

## **SECTION 2. Public Works Project Review.**

- (a) Each City Agency shall review all proposed Projects with an estimated construction cost of Five Million Dollars (\$5,000,000) or more to determine if a particular Project would be appropriate for a Project Labor Agreement. Projects with lower estimated costs may also be appropriate for Project Labor Agreements, and City Agencies are encouraged to review Projects with lower construction costs. Appropriate Projects include the following characteristics:
  - (i) Projects that have high anticipated construction costs;
  - (ii) Projects that require the labor of multiple construction crafts or trades;

- (iii) Projects that have complex labor requirements that may conflict with existing collective bargaining agreements;
  - (iv) Projects that require completion without delay; and
  - (v) Projects that further urgent City goals.
- (b) All Projects with estimated construction budgets of Five Million Dollars (\$5,000,000) or more shall be reviewed by City Agencies prior to issuing an invitation for bids. PLA's should be used when any of the criteria under Section 2(a) are met, unless clear countervailing considerations are present. City Agencies shall forward the findings of the Project review to the Mayor's Office.

### **SECTION 3. Referral for Project Labor Agreements.**

- (a) When a City Agency has determined that a Project is appropriate for a Project Labor Agreement, the City Agency shall provide the Mayor's Office with a written description of the Project and the City Agency's recommendation for a Project Labor Agreement.
- (b) The recommendation of the appropriateness and feasibility of using a Project Labor Agreement for a particular project shall describe how it will benefit and enhance the interests of the City on the basis of costs, efficiency, quality, safety and/or timeliness, and shall specifically address the following factors;
  - (i) The need for safe, timely and efficient completion of the project;
  - (ii) The need for predictable costs and enforcement of prevailing wage requirements;
  - (iii) The need for effective mechanisms for resolution of disputes;
  - (iv) The need for a ready and adequate supply of highly skilled and highly trained craft workers and the need to guarantee performance of the project in a workmanlike and professional manner; and
  - (v) The opportunity to provide significant employment opportunities for qualified City residents, including minority males and women, and for women- and minority-owned businesses.
- (c) This Executive Order does not require the use of a Project Labor Agreement with respect to any particular Project, nor does this Executive Order require the selection of any particular union, trade council or labor organization.

#### **SECTION 4. Determination for Project Labor Agreement.**

- (a) The Mayor's Office shall review all submittals required for Projects.
  - (i) Whether a Project Labor Agreement has been recommended or not, the Project shall be reviewed for consistency with this Executive Order.
- (b) When the Mayor's Office determines that a Project Labor Agreement is appropriate, it shall, in consultation with the City Agency, commence a discussion with labor organizations to determine
  - (i) which labor organization(s) may be appropriate for the Project, and
  - (ii) if a Project Labor Agreement is feasible for the Project.
- (c) The Mayor's Office may determine that a Project Labor Agreement will benefit from third party monitoring of the opportunities provided for qualified City residents, minorities and women. If so determined, the Mayor's Office will direct the Office of Economic Opportunity to select and contract with a qualified monitor ("Monitor").
  - (i) If a Monitor is engaged for the Project, the cost shall be shared by the City, contractor(s) and the Appropriate Labor Organizations

#### **SECTION 5. Required Provisions In Project Labor Agreements.**

Any Project Labor Agreement entered into pursuant to this Executive Order shall:

- (a) Contain guarantees against strikes, lockouts, slowdowns and similar actions;
- (b) Set forth effective, immediate and mutually binding procedures for resolving jurisdictional disputes arising before the completion of the work; and
- (c) Include diversity goals for appropriate labor organizations and contractors.

#### **SECTION 6. Procedures When Project Labor Agreements Are Used.**

If a Project Labor Agreement is used pursuant to this Executive Order for any Project, the procedures listed in this section shall be followed:

- (a) A Project Labor Agreement shall be made part of the bid specifications in substantially the form attached hereto as the "Philadelphia Public Projects

Labor Agreement,” or such other form of agreement that the City Solicitor may approve.

- (b) The Instructions to Bidders shall provide that the City, the Project manager and any contractor shall have the absolute right to select any qualified bidder for the award of project contracts without reference to whether the bidder was unionized, provided, however, that only a bidder willing to execute and comply with the Project Labor Agreement would be designated the successful bidder;
- (c) The Instructions to Bidders shall provide that the Project Labor Agreement shall be made binding on all contractors and subcontractors on the Project through inclusion of appropriate bid specifications in all relevant bid documents;
- (d) Following the award of the contract for the Project, the Project Labor Agreement shall be finalized and executed by the contractor or its project manager, subject to the review and approval of the City; and
- (e) The Project contract and the Project Labor Agreement shall comply with all other provisions of law.

#### **SECTION 7. Advisory Committee for Project Labor Agreements.**

- (a) An Advisory Committee for Project Labor Agreements is hereby established. The Advisory Committee shall consist of the following City officials or their designees:

Mayor’s Chief of Staff  
City Solicitor  
Managing Director  
Director of Finance  
Deputy Mayor for Transportation and Utilities  
Deputy Mayor for Economic Development

Other City officials, employees or private citizens may serve on the Advisory Committee at the request of the Mayor’s Chief of Staff.

- (b) Duties. The Advisory Committee shall:
  - (i) Monitor and evaluate Project Labor Agreements entered into pursuant to this Executive Order;
  - (ii) Make periodic evaluations to the Mayor regarding the use of Project Labor Agreements, including recommendations for modifications of Project Labor Agreements;

- (iii) Perform such other duties as the Mayor may from time to time assign.


**SECTION 8. Prior Order Rescinded.**

Executive Order No. 5-95 is hereby rescinded.

**SECTION 9. Effective Date.**

This Executive Order shall take effect immediately.

11/29/11  
Date

  
Michael A. Nutter, Mayor

## PHILADELPHIA PUBLIC PROJECTS LABOR AGREEMENT

THIS CITY OF PHILADELPHIA PUBLIC PROJECT LABOR AGREEMENT (hereinafter the "Agreement"), is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between

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(hereinafter the "Signatory Contractors"), their successors or assigns, and the Affiliates of the Philadelphia Building and Construction Trades Council pursuant to, and in accordance with, the Mayor's Executive Order No. 15-11 with respect to the public works project of and within the City of Philadelphia ("City") or City-owned facilities, described in Article II, Section 2 of this Agreement, and referred to herein as the "Public Works Project."

**WHEREAS** the parties to this Agreement acknowledge that the timely construction of City projects is critical to the City and its residents; and

**WHEREAS** the City and its contractors, reflecting the objectives of the City, desire to provide for the efficient, safe, quality and timely completion of projects in a manner designed to afford the lowest reasonable cost to the City and the public it represents, and to achieve the advancement of public policy objectives; and

**WHEREAS** this Agreement will foster the achievement of those goals by, among other things, avoiding the costly delays of disruption or interference with work and promote labor harmony and peace; and

**WHEREAS** this Agreement will further the policy objectives of the City, its contractors and the Union(s) to include employment opportunities for minorities, women, Philadelphia residents and the economically disadvantaged in the construction industry; and

**WHEREAS** the Union(s) have demonstrated a commitment to the expansion of such employment opportunities; and

**WHEREAS** the Union(s) desire the stability, security and work opportunities made possible by this Agreement; and

**WHEREAS** the City, under Executive Order No. 15-11, and consistent with other directives of the Mayor, reviews all proposed public works projects with projected construction costs over Five Million Dollars (\$5,000,000) to determine whether the size, complexity, number and types of labor involved or other factors would make them appropriate for the use of a Project Labor Agreement; and

**WHEREAS** the City has determined that the Public Works Project, identified herein at Article II, Section 2 is an appropriate project for a Project Labor Agreement;

**NOW, THEREFORE,** the Parties enter into this Agreement.

The term “Contractor” shall include the Signatory Contractors, all contractors and subcontractors of whatever tier engaged in on-site construction work within the scope of this Agreement.

The term “craft” as applied to employees and workers shall mean those skills, crafts and trades of workers represented by the Union(s) as defined herein.

The Union(s) and the Contractors, their assigns, subcontractors and transferees agree to abide by the terms and conditions contained in this Agreement with respect to the performance of the construction by the Contractors of the Public Works Project covered by this Agreement. This Agreement represents the complete understanding of the parties, and it is further understood that no Contractor is required to sign any other agreement as a condition of performing work within the scope of this Agreement. No practice, understanding or agreement between a Contractor and a Union party which is not explicitly set forth in this Agreement and the Schedules hereto shall be binding on any other party.



## **ARTICLE I - PURPOSE**

As provided in Mayor's Executive Order No. 15-11, the City has a compelling interest in carrying out the Public Works Project at the lowest reasonable cost, highest level of efficiency, and the highest degree of quality.

Further, it has been recognized by the City that certain major Public Works Projects can best be carried out through the use of Project Labor Agreements, as defined in Mayor's Executive Order No. 15-11, which ensure that labor disputes are resolved without disruptions resulting from strikes, lockouts or slowdowns and which provide for enforceable guarantees that the Public Works Project will be carried out in an orderly and timely manner without strikes, lockouts or slowdowns and with provisions protecting the wages, hours, working conditions and safety of those workers whose skills are required to complete such projects. Project Labor Agreements can provide the City with cost savings and efficiencies through project-specific adjustments to collective bargaining agreements that allow for project-specific appropriate hours of work, length of workday and workweek, overtime, starting times, breaks, shift work, crew apprentice ratios, holidays, dispute resolution and management rights, as have been mutually determined and agreed to by the City and the Union(s).

Further, the City has recognized that it can best accomplish these goals by permitting the use of Project Labor Agreements, as defined in Mayor's Executive Order No. 15-11, in major public works projects, on a project by project basis, through which the City has determined, based on thorough investigation, analysis and justification, pursuant to, and in accordance with the procedures set forth in Mayor's Executive Order No. 15-11 and other policies of the Mayor's Office, that the use of a Project Labor Agreement will benefit and enhance the interest of the City from a cost, efficiency, quality and/or safety standpoint.

Further, the City and the Union(s) have received a Report and Recommendations from the Mayor's Advisory Commission on Construction Industry Diversity (the "Commission Report") and the parties

have determined that Project Labor Agreements can provide a framework for meeting long term goals of the City, the Union(s) and Contractors for increasing the opportunities for minorities and women to have successful careers in the construction trades.

Further, the City has recognized that it can best accomplish these goals by requiring that in major public works projects governed by Section 17-107 of the Philadelphia Code, a precondition regarding the award of a contract will be a requirement that the Contractors enter into a Project Labor Agreement with the Philadelphia Building & Construction Trades Council and its affiliated Union(s) requiring such Contractors as well as all subcontractors, assignees or transferees to abide by an agreement setting forth the wages, hours and working conditions of the workers employed on such public works projects.

Accordingly, the parties to this Agreement recognize that it is essential that the construction work on the Public Works Project covered by this Agreement be done in an efficient and economical manner in order to secure optimum productivity and to eliminate any delays in the work. In recognition of the needs of the Public Works Project covered by this Agreement, and to maintain a spirit of harmony, labor-management peace, and stability during the term of this Agreement, the parties agree to establish effective methods for the settlement of all misunderstandings, disputes or grievances which may arise under this Agreement.

## **ARTICLE II - SCOPE OF THE AGREEMENT**

Section 1. Scope of Agreement. This Agreement shall apply and is limited to all construction work under the direction of the signatory Contractors and performed by those Contractors of whatever tier which have contracts awarded for such work on and after the effective date of this Agreement, for the City, for the Public Works Project defined in Section 2 below.

Section 2.     Covered Projects. The Public Works Project covered by this Agreement is generally described as the construction of the \_\_\_\_\_.

Section 3.     Award of Project Contracts.

(a)     The City has the absolute right to select any qualified bidder for the award of contracts on this Public Works Project without reference to the existence or non-existence of any agreements between such bidder and any party to this Agreement provided, however, only that such bidder is ready, willing and able to execute and comply with this Agreement, which it shall do should it be designated the successful bidder.

(b)     It is agreed that all direct subcontractors of Contractors, of whatever tier, who have been awarded contracts for work covered by this Agreement on or after the effective date of this Agreement shall be required to accept and be bound by the terms and conditions of this Project Labor Agreement.

Section 4.     Contract Administration.

(a)     This Agreement is intended to provide close cooperation between management and labor. The Project Relations Committee (as further described in Section 4 (c)), shall monitor compliance with this Agreement by all Contractors which, through their execution of this Agreement, together with their subcontractors or transferees, have become bound hereto. The Project Relations Committee shall monitor compliance with this Agreement by all Union(s) which, through their execution of this Agreement have become bound hereto.

(b)     The provisions of this Agreement, including Collective Bargaining Agreements which are listed on and collectively designated as Schedule A, shall apply to the construction of the Public Works Project covered by this Agreement, notwithstanding the provisions of Local or International Agreements which may conflict or differ from the terms of this Agreement. Where a subject covered by

the provisions of this Project Labor Agreement, including but not limited to, Schedule D Project Specific Conditions, is also covered by any of the Collective Bargaining Agreements on Schedule A, the provisions of this Agreement shall prevail.

(c) The Signatory Contractors to this Agreement shall agree to establish a Project Relations Committee composed of “thirteen (13) members. Four (4) individuals shall be appointed by the Contractors signatory to this Agreement, four (4) individuals shall be appointed by the Union(s) and four (4) individuals shall be appointed by the City. The Philadelphia Area Labor Management Committee shall appoint one representative who will act as facilitator and staff to the Committee. The Project Relations Committee shall operate under the Philadelphia Area Labor-Management Built-Rite process.

(d) The Project Relations Committee shall meet as required, but not less than once each quarter to review performance and the operation of this Agreement.

(e) The purpose of this Project Relations Committee is as follows:

(1) To improve communications between representatives of labor and management and engender cooperative and harmonious relations between labor and management performing work under this Agreement.

(2) Provide workers and Contractors with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness. (Example: Joint process to reduce worksite injuries.)

(3) Provide a forum for open and honest discussion of problems confronting labor and management, and of eliminating potential problems.

(4) Study and explore ways of increasing productivity of both labor and management, and of eliminating potential problems.

(5) Enhance the involvement of workers in making decisions that affect their working lives, and to improve the quality of work life for the employees.

- (6) Expand and improve working relationships between workers and managers.
- (7) Identify conflicts between labor and management before they arise as disputes, and promptly assist in fairly resolving disputes when they do arise.
- (8) Seek to maintain a productive dialogue.
- (9) Pursue, achieve and document the implementation of all aspects of Schedule C, pertaining to increasing employment opportunities for women and minorities.
- (10) Support the Contractors in meeting general obligations and specific project goals for local hiring and for worker diversity as may be part of the Economic Opportunity Plan for the Public Works Project and as further described in Schedule E.

Section 5. Binding Effect. This Agreement and Schedules, including but not limited to Schedules A, B, C, D and E, attached hereto shall only be binding on the signatory parties hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.

Section 6. Limitations. This Agreement shall be limited to work historically recognized as construction work, including, specifically, the site preparation and related demolition work necessary to prepare the site for construction, and such rehabilitation of existing facilities as is directed by the City. Nothing contained herein shall be construed to prohibit, restrict or interfere with the performance of any other operation, work or function which may occur in or around the Public Works Project site or be associated with the development of the Public Works Project, or with the ongoing operations of the City.

Section 7. Exclusions. Items specifically excluded from the scope of this Agreement include, but are not limited to, the following:

- (a) Work of non-manual employees, including but not limited to, superintendents, supervisors, staff engineers, surveyors (except where expressly covered by a Collective Bargaining Agreement in Schedule A), inspectors, quality control personnel, quality assurance personnel, timekeepers, mail carriers, clerks and office workers, including messengers, guards, emergency medical

and first aid technicians and other professional, engineering, administrative, supervisory and management employees.

(b) Equipment and machinery owned or controlled and operated by the City.

(c) All off-site handling of materials, equipment or machinery and all deliveries to and from the Public Works Project site except where expressly covered by a Collective Bargaining Agreement in Schedule A.

(d) All employees of the City.

(e) Any work performed on or near, or leading to or into, the Public Works Project site by state, county, city or other governmental bodies, or their Contractors; or by public utilities or their Contractors and/or by the City, or its contractors, for work which is expressly not part of the Public Works Project covered by this Agreement.

(f) Off-site maintenance on leased equipment and on-site supervision of such work except where expressly covered by a Collective Bargaining Agreement in Schedule A.

(g) Off-site warranty functions and warranty work and on-site supervision of such work except where expressly covered by a Collective Bargaining Agreement in Schedule A.

(h) Exploratory geophysical testing, except where expressly covered by a Collective Bargaining Agreement in Schedule A.

(i) Laboratory or specialty testing or inspections or monitoring activities not ordinarily done by the crafts.

(j) Other work which may occur from time to time.

Section 8. Applicability of Agreement. Nothing contained herein shall be construed to prohibit or restrict the City or its employees from performing work not covered by this Agreement on a Public Works Project site. As areas and systems of a Public Works Project are inspected, construction

tested and accepted by the City, the Agreement shall not have further force or effect on such items or areas, except when the Contractors are directed by the City to engage in repairs, modifications, check-out, and/or warranty functions required by their contract(s) with the City .

Section 9.     Termination, Delay or Suspension of Public Works Project. It is understood that the City, at its sole option, may terminate, delay and or suspend any or all portions of the Public Works Project at any time.

Section 10.    Contractor and Union(s) Liability. It is understood and agreed that the liability of any Contractor and the liability of separate Union(s) under this Agreement shall be several and not joint. The Union(s) agree that this Agreement does not have the effect of creating any joint employment status between or among the City and any Contractor.

### **ARTICLE III - UNION RECOGNITION AND EMPLOYMENT**

Section 1.     Union Recognition. The Contractor recognizes the Union(s) as the sole and exclusive bargaining representatives of all craft employees working on the Public Works Project within the scope of this Agreement.

Section 2.     Referrals. The Union(s) are recognized as the source of employment referrals. The appropriate Union(s) will be contacted and shall refer all applicants for employment to this Public Works Project according to the standards or criteria uniformly applied to any construction project in the area. In the event that any Union is unable to fill any requisition for employees within a forty eight (48) hour period after such requisition is made by the Contractor (Saturdays, Sundays and Holidays excepted), the Contractor may solicit and employ applicants from any other available source. The Contractor shall notify the Union(s) of employees hired by any source other than referral by the Union(s).

Section 3.     Referral Systems. Subject to the Contractor's right to call for a specific skill or ability, the job referral systems provided in the Collective Bargaining Agreements of the Union(s) set forth in Schedule A hereto, or, in the absence of such language, the referral practices in place at the Union(s), will be in effect for the purpose of initial employment only. Such job referral system, whether by contract or practice, must be operated in a non-discriminatory manner and in full compliance with Federal, state and local laws and regulations which require equal employment opportunities and non-discrimination, and referrals shall not be affected in any way by the rules, regulations, by-laws, constitutional provisions or any other aspect or obligations of Union membership and shall be subject to such other conditions as established in this Article and in Schedule C.

Section 4.     Competency. The Contractor shall have the right to determine the competence of all employees, the right to determine the number of employees required and have the sole responsibility for selecting the employees to be laid-off consistent with this Agreement regardless of membership or non-membership in the Union(s). The Contractor shall also have the right to reject any applicant referred by the Union(s).

Section 5.     Union Security. It shall be a condition of employment that all employees of Contractor covered by this Agreement who are members of the Union(s) in good standing on the effective date of this Agreement or on the date of execution of this Agreement, whichever is later, shall remain members in good standing and those who are not members on the effective date shall, on the eighth (8<sup>th</sup>) day following employment, become and remain members in good standing in the Union(s) for the term of this Agreement.

Section 6.     Skilled Craftsmen. The Union(s) will exert their utmost efforts to recruit sufficient numbers of skilled craftsmen to fulfill the manpower requirements of the Contractor.

Section 7.     Selection of Foremen. The selection of craft foremen and/or general foremen and the number of foremen required shall be entirely the responsibility of the Contractor. All foremen shall



take orders exclusively from the designated Contractor representatives. Craft foremen shall be designated as working foremen by the Contractor, except when the Contractor determines that it is not possible for a particular foreman to be working foreman.

Section 8. Seniority. Individual seniority shall not be recognized or applied to employees working on the Public Works Project.

#### **ARTICLE IV - UNION REPRESENTATION**

Section 1. Access to Public Works Project Site. Authorized and designated representatives of the Union(s) shall have access to the Public Works Project, consistent with rules, regulations and policies as have been established for site security and safety and through established Contractor procedures, for the purpose of transacting business in connection with the job. Such representatives shall be subject to security clearances and may require authorized escorts to enter secure areas of the Public Works Project. Such representatives shall not interfere with the work of employees or cause unnecessary loss of time by the employees.

Section 2. Stewards. Stewards shall be appointed consistent with the appropriate Collective Bargaining Agreement as included in Schedule A.

Section 3. Non-interference. On work where City personnel or personnel of other contractors not signatory to this Agreement may be working in close proximity of the construction activities, the Union(s) agree that the Union's representatives, stewards and individual workers will not interfere with the City's personnel or the personnel of other contractors not signatory to this Agreement or with the work which is being performed by the City's personnel or personnel of other contractors not signatory to this Agreement. There shall be no interference by employees covered under this Agreement with on-site concessionaires.

## **ARTICLE V - MANAGEMENT RIGHTS**

Section 1.     Management Rights. The Contractor retains full and exclusive authority for the management of its operation consistent with this Project Labor Agreement and the collective bargaining agreements included in Schedule A. The Contractors retain the right to (i) plan, direct and control the workforce and the operation of all of his work, including the hiring, promotion, demotion, transfer, layoff, suspension, discipline or discharge for just cause of its employees; (ii) select foremen, determine the size and make-up of each crew; (iii) assign and schedule work; (iv) promulgate work rules; (v) regulate the use of all equipment and other property of the Contractors, decide the amount of equipment to be used, the number of employees needed; and (vi) regulate overtime work, the determination of when it shall be worked, and the number and identity of employees engaged for such work. No rules, customs or practices which limit or restrict productivity, efficiency or the individual and/or joint working efforts of employees shall be permitted or observed. The Contractors may utilize any methods or techniques of construction.

Section 2.     Choice of Materials. There shall be no limitation or restriction upon the Contractors' choice of materials or design, nor, subject to the principle of legitimate work preservation set forth in the following sentence, upon the full use and installation of equipment, machinery, package units, pre-cast, pre-fabricated, pre-finished, or pre-assembled materials, tools, or other labor-saving devices unless otherwise specified in Schedule A. The on-site installation or application of such items shall be performed by the craft having jurisdiction over such work: provided, however, it is recognized that other personnel having special talents or qualifications may participate in the installation consistent with Schedule A, including, but not limited to check-off or testing of specialized or unusual equipment or facilities.

Section 3.     New Technology and Devices. It is recognized that the use of new technology, equipment, machinery, tools and/or labor saving devices and methods of performing work will be initiated by the Contractor from time to time during the Public Works Project. The Union(s) agree that they will

not in any way restrict the implementation of such new devices or work methods. If there is any disagreement between the Contractors and the Union(s) concerning the manner or implementation of such device or method of work, the implementation shall proceed as directed by the Contractors, and the Union(s) shall have the right to grieve and/or arbitrate the dispute as set forth in Article XIII of this Agreement.

#### **ARTICLE VI - HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS**

Section 1. Hours of Work, Overtime, Shifts and Holidays shall be governed by the Collective Bargaining Agreements included in Schedule A, except as mutually determined and agreed to by the Union(s) and the City and provided in Schedule D Project Specific Conditions.

Section 2. Where modifications to the Collective Bargaining Agreements or the provisions of Schedule D Project Specific Conditions are in the best interest of a project, such departure may be requested by the Contractors, Union(s) and the City. Such departures shall be requested utilizing the Project Relations Committee and shall be approved by mutual consent.

#### **ARTICLE VII - WORKING CONDITIONS**

Section 1. Job Site Conditions. All job site working conditions, including rest periods, coffee breaks and work practices, shall be as determined by the Contractors.

Section 2. Public Works Project Rules. The Contractors shall establish such other reasonable Public Works Project rules as each Contractor deems appropriate. All rules and regulations shall be observed by Union employees who, by virtue of their Union membership and coverage under an appropriate Collective Bargaining Agreement, are made subject to such rules.

## **ARTICLE VIII - APPRENTICES**

Section 1. Apprentices. Recognizing the need to maintain continuing supportive programs designed to develop adequate numbers of competent workers in the construction industry, the Contractors will employ apprentices in their respective crafts to perform such work as is within their capabilities which is customarily performed by the craft in which they are indentured. Apprentices shall be employed in a manner consistent with the provisions of this Agreement including but not limited to Schedules C and E. The Contractors may also utilize apprentices as appropriate and consistent with the Schedule A Collective Bargaining Agreements or as provided in Schedule D Project Specific Conditions.

## **ARTICLE IX – EMPLOYMENT OPPORTUNITIES FOR PHILADELPHIA RESIDENTS, MINORITIES AND WOMEN**

Section 1. Employment Opportunities For Philadelphia Residents. The parties recognize that the size and scope of the Public Works Project covered by this Agreement, the number of craftsmen and others expected to be employed in order to complete the work in a timely fashion, and the extended period of time during which the construction will be underway should provide significant employment opportunities for qualified residents of the City of Philadelphia. The parties further recognize that the Economic Opportunity Plan for the Public Works Project includes specific local hiring goals for the Contractors as established in Schedule C.

Section 2. Opportunities for Women and Minorities. The parties also agree that increasing participation by women and minorities employees on the Public Works Project is a desirable goal. Accordingly, the parties shall undertake the activities identified in Schedule C to support the City, Union and Contractor objectives of increased opportunities for participation in the Union(s) and for actual work

performed. Additional responsibilities of the Contractor under the Economic Opportunity Plan related to diversity are described and required in Schedule E.

## **ARTICLE X - SAFETY, PROTECTION OF PERSON AND PROPERTY**

Section 1. **Safe Working Conditions.** In accordance with the requirements of the Occupational Safety and Health Act, it shall be the exclusive responsibility of each Contractor on the job site to ensure safe working conditions for its employees and their compliance with any safety rules contained herein or established by the Contractors, provided however, it is understood that the employees have an obligation as set forth in Section 2 below.

Section 2. **Safe Performance of Work.** Employees must use diligent care to perform their work in a safe manner and to protect themselves, other persons and the property of the Contractors or the City. Failure to do so will be grounds for discipline, including discharge.

Section 3. **Safety, Security and Visitor Rules.** Employees covered by the terms of this Agreement shall at all times while in the employ of the Contractors be bound by the safety, security and visitor rules as established by the City and/or the Contractors in accordance with applicable State and Federal safety and health statutes and regulations. These rules will be published and posted in conspicuous places through the Project.

## **ARTICLE XI - NO DISCRIMINATION**

Section 1. **No Discrimination.** The Contractors and Union(s) agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or age in any manner prohibited by law or regulation. It is recognized that special procedures may be established by joint agreement of the parties to this Agreement and governmental agencies for the training and employment of persons who have not previously qualified to be employed on

construction projects of the type covered by this Agreement. The parties to this Agreement will make all good faith efforts to assist in the proper implementation of such orders, regulations or agreements for the benefit of the population within the jurisdiction of the City of Philadelphia.

Section 2. Complaints. Any complaints regarding application of the provisions of Section 1 should be brought to the immediate attention of the involved Contractors for consideration and resolution.

Section 3. Masculine or Feminine Gender. The use of the masculine or feminine gender in this Agreement shall be construed as including both genders.

## **ARTICLE XII - WORK STOPPAGES AND LOCKOUTS**

Section 1. There shall be no strike, picketing, work stoppages, slowdowns, sickouts or other disruptive activity for any reason by the Union(s) or employees against any Contractor covered under this Agreement, and there shall be no lockouts by the Contractors. Failure of any of the Union(s) or any employee to cross any picket line established by any Union, signatory or non-signatory, or any other organization, at or in proximity to the Project site is a violation of this Article.

Section 2. The Contractors may discharge any employee violating Section 1 above, and any such employee will not be eligible for referral under this Agreement for a period of ninety (90) working days from the date of his discharge. The Contractors and the Union(s) shall take all steps necessary to obtain compliance with this Article and neither shall be held liable for conduct for which it is not responsible.

## **ARTICLE XIII - DISPUTES AND GRIEVANCES**

Section 1. Agreement Interpretation. It is specifically agreed that in the event any disputes arise out of the interpretation or application of this Agreement the same shall be settled by the Project Relations Committee. All disputes arising out of Contractor-employee issues shall be governed by

Section 2 of this Article. No such grievance shall be recognized unless called to the attention of the Contractor within seven (7) calendar days after the alleged violation was committed.

Section 2. Unless otherwise provided for in Schedule D Project Specific Conditions, it is specifically agreed that in the event any disputes arise between the Contractors and Union employees that do not involve the interpretation or application of this Agreement, and/or questions of jurisdiction of work, the same shall be settled by means of the grievance procedures currently set forth in the local Collective Bargaining Agreements set forth in Schedule A.

#### **ARTICLE XIV - JURISDICTIONAL DISPUTES**

Section 1. There will be no strikes, no work stoppages or slowdowns, or other interferences with the work because of jurisdictional disputes. Pending the resolution of the dispute, the work shall continue uninterrupted as assigned by the Contractors.

Section 2. This Agreement shall generally recognize the traditional craft jurisdiction of the Union(s) and shall require Contractors to abide by said traditional craft jurisdiction. Contractors will utilize the Collective Bargaining Agreements in Schedule A as references to establish the Unions' basic jurisdictions. If there is any dispute concerning this section, the issue may be submitted by any concerned party for final and binding resolution to the American Arbitration Association.

#### **ARTICLE XV - SAVINGS AND REPARABILITY**

Section 1. It is not the intention of either the Contractors or the Union parties to violate any laws governing the subject matter of this Agreement. The parties hereto agree that in the event any provisions of the Agreement are finally held or determined to be illegal or void as being in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement.

Further, the Contractors and Union(s) agree that if and when any and all provisions of this Agreement are finally held or determined to be illegal or void by Court of competent jurisdiction, the parties will promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of any applicable law and the intent of the parties hereto.

Section 2. This Article shall not be construed to waive the prohibitions of Article XII, and if the parties are unable to resolve their differences, the matter shall be referred to arbitration for resolution as provided for in the grievance-arbitration procedure of Article XIII.

#### **ARTICLE XVI - DURATION OF THE AGREEMENT**

This Agreement shall be effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ and shall continue in effect for the duration of the Public Works Project construction work described in Article II hereof. Construction of any phase, portion, section or segment of Public Works Project shall be deemed complete when such phase, portion, section or segment has been turned over to the City of Philadelphia and has received the final acceptance from the City of Philadelphia's representative.

Each Collective Bargaining Agreement contained in Schedule A hereof attached to this Agreement shall continue in full force and effect until the Contractor(s) or Union(s) who are parties to such Agreement notify the City of the mutually agreed upon changes in those provisions of such Agreements which are applicable to this Public Works Project, and the effective date thereof, which shall then become the effective date under this Agreement. Unless otherwise provided in this Agreement, increases to wages and benefit payments from the effective date each new or amended Collective Bargaining Agreement shall be due and owing upon notification to the Contractors and the City of such increases. The parties agree that any provisions negotiated into any Collective Bargaining Agreement contained in Schedule A hereof will not apply to work on Public Works Project if such provisions are less favorable to the Contractors than those uniformly required of Contractors for construction work normally covered by such an



agreement; nor shall any provision be recognized or applied on any Public Works Project if it may reasonably be construed to apply exclusively to work covered by this Agreement.

In the renegotiation of any of the Collective Bargaining Agreements contained in Schedule A hereof, the Union(s) party to this Agreement agree that there will be no strikes, work stoppages, sympathy strikes, picketing, slowdowns or other disruptive activity affecting the Public Works Project covered by this Agreement because of or related to the renegotiation of any such Collective Bargaining Agreement contained in Schedule A hereof, nor shall there be any lockout on this Public Works Project affecting the Union(s) party to this Agreement during the course of such negotiations.

Any disagreement between the parties over the incorporation into any Collective Bargaining Agreement contained in Schedule A hereof of such provisions agreed upon in the renegotiation of any such Collective Bargaining Agreement as is contained in Schedule A shall be referred to Article XIII hereof for resolution.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed and effective as of the day and year above written.

**FOR THE UNION(S):**

\_\_\_\_\_

**FOR THE CONTRACTORS:**

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Contractor

**SCHEDULE A**  
**COLLECTIVE BARGAINING AGREEMENTS**

**SCHEDULE B**

**RESERVED**

## **SCHEDULE C**

### **INCREASING OPPORTUNITIES FOR WOMEN AND MINORITIES IN THE BUILDING TRADES UNION(S) AND THE PUBLIC WORKS PROJECTS**

Consistent with the Mayor's Advisory on Construction Industry Diversity Report and Recommendations, the City of Philadelphia, the Union(s) and Contractors shall undertake the following activities:

#### **Section 1. City Activities.**

(a) The City shall collect, tabulate and analyze data, including certified payrolls, related to the participation of male minorities, women and Philadelphia residents in City and City-funded construction projects.

(b) The City shall establish goals for employment of Philadelphia residents in City and City-funded construction projects. For City residents employment in the Public Works Project shall be at least:

Philadelphia Residents: Fifty (50) percent of all construction employment hours.

(c) The City shall establish goals for workforce diversity in City and City-funded construction projects. The current goals are based on the March 2009 Report of the Mayor's Advisory Commission on Construction Industry Diversity. For male minority and women employment in the Public Works Project shall be at least:

Male Minority: Thirty two (32) percent of all construction employment hours

Women: Seven (7) percent of all construction employment hours

(e) The City shall assist the Union(s) in undertaking activities which would benefit from City participation and support.

(f) The City shall establish and support a standing Advisory Commission on Construction Industry Diversity. The City shall invite union leaders, large and small contractors, contractor associations project owners and community leaders to participate.

(g) The City shall designate a City agency for the receipt and redress of complaints from the public about the opportunities for employment on City-funded construction projects.

Section 2. Union Activities.

(a) The Union(s) shall collect demographic data on participation in the Public Works Project. The Union(s) shall provide that information to the City on monthly basis while the Project Labor Agreement is in effect.

(b) The Union(s) shall set participation goals that will significantly increase participation of minority males and women. Such goals shall be consistent with the Commission Report and such Commission updates as may be issued.

(c) The Union(s) shall establish goals for participation of in apprenticeship programs for minority males and women. Such goals shall be consistent with the Commission Report and such Commission updates as may be issued.

(d) The Union(s) shall actively recruit minority males and women for apprenticeship positions. Outreach efforts must be appropriate for reaching minority males and women and consistent with the goals the Union(s) have established for membership of the Union(s).

(e) The Union(s) shall evaluate alternatives to apprenticeship recruitment for adding minority males and women to membership.

(f) The Union(s) shall each identify a representative who shall be responsible for reporting on each Union's progress in improving opportunities for minority males and women.

Section 3. Contractor Activities.

(a) The Contractors shall support the City and Union efforts to increase the participation of minority males and women in the Public Works Project through apprenticeship programs and other initiatives.

(b) The Contractors shall use their best efforts to add minority males and women to their permanent or steady workforces. The Contractors shall provide workforce demographic information to the City in advance of project commencement.

(c) The Contractors shall ensure a work environment that is free from discrimination and supportive of greater participation of minority males and women in the Public Works Project.

(d) The Contractors shall use their best efforts to meet or exceed the goals established for minority males and women participation in Section 1 of this Schedule C.

(e) The Contractors shall provide monthly updates to the City, including but not limited to payroll reports, for the requirements of this Section 3.

#### Section 4. Third Party Monitoring

(a) In the event that the City determines that the Agreement and the goals for participation in the Public Works Project by Philadelphia residents, male minorities and women would benefit from monitoring by a qualified third party ("Monitor"), the monitoring shall be performed by a Monitor selected by the parties. The Contractors and Unions shall provide information and access to the Monitor consistent with the requirements of this Schedule C and the Agreement.

(b) The costs of monitoring by the Monitor shall be shared equally by the parties.

## **SCHEDULE D**

### **PROJECT SPECIFIC CONDITIONS**

Project specific conditions agreed upon by the Union(s) and the City supersede the provisions established in Schedule A Collective Bargaining Agreements only as to the Public Works Project.

**SCHEDULE E**  
**ECONOMIC OPPORTUNITY PLAN**



**AMENDMENT TO EXECUTIVE ORDER NO. 3-12:**

**ANTIDISCRIMINATION POLICY RELATING TO THE PARTICIPATION OF  
MINORITY, WOMAN AND DISABLED BUSINESSES IN CITY CONTRACTS**

Executive Order No. 3-12 is amended as follows:

1. Section 3 is repealed and replaced with the following:

**SECTION 3. Oversight, implementation and guidance regarding economic opportunity.**

A. The Chief Diversity and Inclusion Officer (“CDIO”) shall be the Mayor’s representative (i) to oversee the development and implementation of City-wide goals for the robust participation of Minority (“MBE”), Women, (“WBE”) and Disabled (“DSBE”) owned business enterprises (collectively, “M/W/DSBEs”) in City contracts; (ii) to advance economic opportunities for M/W/DSBEs; and (iii) to establish benchmarks for substantially increasing the membership and hourly deployment of minority and female tradespersons in the building trades unions and construction industry.

B. The Mayor may appoint an Economic Opportunity Cabinet (“EOC”) to provide further guidance in achieving the goals set out in Section 3(A), above. The EOC shall be comprised of the Mayor’s Chief of Staff, the Managing Director, the Director of Finance, the Commerce Director, the Chief Administrative Officer, the Chief Integrity Officer, the City Solicitor, the Director of Planning and Development, the Procurement Commissioner, and such other officers as the Mayor may appoint. If the Mayor establishes an EOC, the CDIO

shall consult at least monthly with the EOC on the City's progress toward achieving the goals referenced above.

2. Section 4(B) is repealed and replaced with the following:

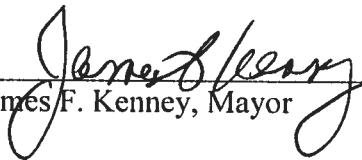
B. Structure. An Executive Director of the OEO will manage the daily activities of this office. The Executive Director will receive policy and strategic direction from the CDIO. The Executive Director shall report to the CDIO and the Commerce Director to ensure the coordination of diversity and inclusion issues and access to business growth and development programs and services within the Department of Commerce.

3. Section 7 is amended by replacing the term "EOC" with the term "CDIO."
4. Section 8 is amended to extend the expiration date from September 4, 2016 to September 4, 2020.

Date

1/4/16

James F. Kenney, Mayor



**EXECUTIVE ORDER NO. 3-12**

**ANTIDISCRIMINATION POLICY  
RELATING TO THE PARTICIPATION OF  
MINORITY, WOMAN AND DISABLED BUSINESSES  
IN CITY CONTRACTS**

**BACKGROUND**

WHEREAS, it is the policy of the City of Philadelphia to provide an equal opportunity for all businesses to compete for City contracts and to assure that any contracts using public funds, sourced, administered or authorized by the City, including contracts requiring City Council approval, are not used to promote, reinforce or perpetuate discrimination; and

WHEREAS, Disparities in the utilization of Minority, Woman and Disabled Owned Businesses ("M/W/DSBEs") in City Contracts continue to exist as evidenced by the City's Annual Disparity Study and Participation Reports of For-Profit City Contracting Activity, thereby necessitating further remedial action; and

WHEREAS, the Office of Economic Opportunity was created in 2008 to administer a comprehensive City-wide approach to advance economic opportunities for M/W/DSBEs and promote employment opportunities for diverse workers seeking jobs in the local economy; and

WHEREAS, more than 2000 minority, woman and disabled owned business owners have registered with the Office of Economic Opportunity representing their businesses as ready, willing and able to compete for and to participate in City contracts on an equitable basis with other firms.

NOW, THEREFORE, I, Michael A. Nutter, Mayor of Philadelphia, by the powers vested in me in accordance with Sections 1-102 and 4-100 of the Philadelphia Home Rule Charter, do hereby ORDER that:

**SECTION 1. Background and Applicability**

A. The Background as set forth above is incorporated herein by reference.

B. With respect to Bids advertised and/or opened on or after September 4, 2012, this Executive Order shall supersede Executive Orders 02-05 and 14-08. This Executive Order shall not be construed to affect the terms, conditions, or other legal obligations, including any Bidder M/W/DSBE participation commitments, relating to Bids and contracts opened and/or awarded prior to September 4, 2012.

## SECTION 2. Definitions

**A. Annual Disparity Study.** An up-to-date study, performed in accordance with Section 6-109 of The Philadelphia Home Rule Charter and Chapter 17-1500 of The Philadelphia Code, which analyzes the participation of MBEs, WBEs and DSBES in City Contracts compared to the percentage of qualified MBEs, WBEs and DSBES available to participate in such contracts. The Annual Disparity Study is distinct from a Disparity Study which is a comprehensive study performed to determine whether discrimination exists in contracting through the use of public and private sector contracting data, statistical models, legal analysis, historical and anecdotal information. The Annual Disparity Study shall analyze contracting data derived from Participation Reports and may forecast on a fiscal year basis, through the development of annual participation goals, the participation of MBEs, WBEs and DSBES in City Contracts.

**B. Benchmark.** A Department's annual goal of projected purchasing/contracting with Minority ("MBE"), Woman ("WBE") or Disabled ("DSBE") owned business enterprises (collectively "M/W/DSBEs"), as approved by OEO, and expressed as a percentage of the overall contracting/purchasing by that Department in a given year.

**C. Best and Good Faith Efforts.** A Bidder's efforts, as evaluated by OEO, the scope, intensity and appropriateness of which are taken to achieve meaningful and representative opportunities for participation by M/W/DSBEs in a specific City Contract. The expressed desire to self-perform work with its own workforce, equipment and materials will not excuse a Bidder from its responsibility to exercise Best and Good Faith Efforts and cannot be used as a basis for requesting a reduction or waiver of the participation ranges.

**D. Bid.** A quotation, proposal or offer by a Bidder to provide labor, materials, equipment, supplies or services to the City for a price.

**E. Bidder.** Any person or business that submits a Bid.

**F. Certifying Agency.** An agency, recognized by OEO, as certifying Minority (MBE), Woman (WBE) and Disabled (DSBE) Business Enterprises based upon the beneficial ownership and control of the minority, female or disabled owners.

**G. City Contract.** A contract funded in whole or in part by the City or administered by the City, whether competitively bid or non-competitively bid as such term is defined in Chapter 17-1400 of The Philadelphia Code, within the following categories:

- Service, Supply and Equipment
- Public Works Construction
- Personal and Professional Services
- Concessions
- Miscellaneous and Small Order Purchases

**H. City-Related Special Project.** A project, including without limitation any project of a Quasi-Public Agency, that requires approval, personnel, financial assistance or services from the City and/or the approval of City Council.

**I. Commercially Useful Function (CUF).** For contractors and subcontractors, an M/W/DSBE performs a Commercially Useful Function when it performs a distinct element of a City Contract (as required by the work to be performed in accordance with the bid specifications) which is worthy of the dollar amount of the M/W/DSBE's contract and the M/W/DSBE carries out its responsibilities by managing and supervising the work involved and actually self-performing at least twenty percent (20%) of the work of the contract with its own workforce. 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 bid by bid basis as informed by prevailing industry standards and the M/W/DSBE's NAIC Codes and may require, without limitation, evidence of a warehouse, distribution equipment and certified payroll records.

**J. Compliance Plan.** A written plan produced by a Department and approved by the OEO that details how a Department will achieve the goals and objectives of this Executive Order, including its Benchmark in a given year.

**K. Control.** The power to make day-to-day operational decisions and policy decisions on matters of management, operations and finances.

**L. Department.** Any City of Philadelphia department, agency, board or commission, including the offices of the Mayor and each Cabinet member.

**M. Disabled Business Enterprise or DSBE.** A for-profit business certified by a Certifying Agency that is:

- A sole proprietorship owned and controlled by a disabled person; or
- A partnership controlled by one or more disabled persons in which at least 51 percent of the beneficial ownership interests are held by one or more disabled persons; or
- A corporation or other entity controlled by one or more disabled persons in which at least 51 percent of the beneficial ownership interests in such corporation or entity are owned by one or more disabled persons.

**N. Disabled Person.** A person who has a physical or mental impairment that substantially limits one or more of his or her major life activities, such as caring for oneself, performing manual tasks, e.g., walking, seeing, hearing, speaking, breathing, learning and performing physical work.

**O. Disadvantaged Business Enterprise or DBE.** A for-profit small business, which is owned and controlled by socially and economically disadvantaged individuals as defined in

Title 49 of the Code of Federal Regulations Part 26 and certified in accordance with those federal regulations.

**P. Discrimination.** Any action or pattern of disparate treatment because of race, color, sex, sexual orientation, gender identity, religion, national origin, ancestry, age or handicap in the solicitation and/or selection of City Contract participants, in the award of a City Contract or in the performance or administration of a City Contract.

**Q. Disparity Study.** A comprehensive study that examines discrimination in the public and private sectors against available businesses owned by minority persons, disabled persons and women. A Disparity Study includes, but is not limited to, an analysis of contracting data for the purpose of determining whether statistically significant disparities or underutilization exists in the award of contracts and subcontracts to minority, woman and disabled owned businesses as compared to other businesses and whether the disparities are related to discrimination. A Disparity Study also includes, in addition to statistical findings, an evaluation of available legal remedies, assessment of procurement policies and practices and historical and anecdotal information collected from business owners and other individuals.

**R. Economic Opportunity Plan (EOP).** A plan submitted, pursuant to Chapter 17-1600 of The Philadelphia Code, by a Bidder that provides meaningful and representative opportunities for M/W/DSBEs to participate in all phases of a Covered Project or Contract and provides for an appropriately diverse workforce in all phases of the contract with regard to minority, female and disabled persons.

**S. Eligible Joint Venture.** A joint venture in which one or more of the partners is a registered M/W/DSBE that is responsible for a Commercially Useful Function in the performance of a City Contract and that shares in the management, risks and profits of the joint venture commensurate with that partner's ownership and capital contribution to the joint venture.

**T. Equitable Participation.** A level of participation on a City Contract where M/W/DSBEs are not underutilized based upon the availability of M/W/DSBEs within the Greater Philadelphia region to participate on such City Contracts.

**U. Exclusion.** Practices or policies, intentional or otherwise, which have the effect of barring or underutilizing ready, willing and able M/W/DSBEs on City Contracts.

**V. Goal Setting and Participation Ranges.** The process of establishing goals and contract participation ranges which aspire to increase the participation of M/W/DSBEs as prime contractors, joint venture partners and subcontractors on City Contracts and City Related Special Projects. This process is informed by the Annual Disparity Study and consideration of race neutral and narrowly tailored race-conscious methods based upon an analysis of factors such as historical contracting data, Department Benchmarks, Participation Reports and the availability of M/W/DSBEs.

**W. Inclusion.** The result of Goal Setting that yields Equitable Participation by M/W/DSBEs on City Contracts and City Related Special Projects.

**X. Joint Venture.** An association of two or more for-profit businesses carrying out a single purpose by creating a separate and distinct for-profit business venture in which they combine their resources, capital, efforts, skills and knowledge.

**Y. Majority Owned Business.** Any for-profit business that is not beneficially owned and controlled by a minority, woman or disabled person.

**Z. Minority Business Enterprise or MBE.** A for-profit business certified by a Certifying Agency, that is:

- A sole proprietorship owned and controlled by a Minority Person; or
- A partnership controlled by one or more Minority Persons in which at least 51 percent of the beneficial ownership interests are owned by one or more Minority Persons; or
- A corporation or other entity controlled by one or more Minority Persons in which at least 51 percent of the beneficial ownership interests in such corporation or entity are owned by one or more Minority Persons.

**AA. Minority Person.** A person who is:

- African American, having origins in any of the Black racial groups in Africa;
- Hispanic American, a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race;
- Asian American, having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands; or
- Native American, having origins in any of the original peoples of North America.

**BB. M/W/DSBE.** Collective reference to MBEs, WBEs and DSBEs.

**CC. OEO Officer.** An official of a Department with decision-making authority over the Department's procurement and contracting activities, who, in collaboration with OEO, is responsible for the development of a departmental strategy to achieve Minority, Women, and Disabled Business (M/W/DSBE) participation on Department contracts in support of the City's Economic Opportunity Strategy: "Inclusion Works" and the Department Benchmark.

**DD. Office of Economic Opportunity (OEO).** An agency within the Commerce Department created to administer a comprehensive City-wide approach for advancing economic opportunities for M/W/DSBEs and promoting employment opportunities for diverse workers seeking jobs in the local economy. OEO administers this Order and Chapter 17-1600 of The Philadelphia Code and oversees performance of the responsibilities created by Section 17-1500 of The Philadelphia Code.

**EE. Participation Report.** A quarterly report prepared and issued by OEO to the Mayor and City Council that reports the dollar amount and percentage value of M/W/DSBE participation on City Contracts awarded to for-profit businesses.

**FF. Quasi-Public Agency.** Any authority or quasi-public corporation which either:

- receives an appropriation from the City; or
- has entered into a continuing contractual or cooperative relationship with the City; or
- operates under legal authority granted to it by City ordinance, including, but not limited to, PHA, PHDC, PIDC, Philadelphia Redevelopment Authority, Delaware River Waterfront Corporation, the Hospitals and Higher Education Facilities Authority of Philadelphia and PFMC (for PGW).

**GG. Responsible Bid.** A Bid, which in addition to satisfying all of the requirements under any applicable pre-bid or post-bid qualification procedure, including, but not limited to Section 17-101 of the Philadelphia Code, rebuttably demonstrates that the Bidder has not engaged in discriminatory or exclusionary conduct in the solicitation of contract participants as part of a Bid and that the Bidder will not engage in discrimination or exclusionary conduct in the performance of a City Contract if awarded.

**HH. Responsive Bid.** A Responsible Bid that, in addition to all other requirements of the bid specifications, request for proposals, or similar document, contains documentary evidence of the M/W/DSBEs that have been solicited and that will be used by the Bidder on a City Contract, if awarded, where the Bid satisfies the M/W/DSBE participation ranges for that City Contract, as applicable, and demonstrates Best and Good Faith Efforts. When a Bidder is unable to achieve the participation ranges set for a specific City Contract, a Responsive Bid consists of the submission of a Responsible Bid that contains the required documentary evidence along with a written request for the reduction of all or part of the M/W/DSBE participation requirements ("Request For Reduction/Waiver"), which is granted based on a determination by OEO that the bidder exercised Best and Good Faith Efforts to comply with the M/W/DSBE participation requirements.

**II. Woman Business Enterprise or WBE.** A for-profit business certified by a Certifying Agency that is:

- A sole proprietorship owned and controlled by a woman; or
- A partnership controlled by one or more women in which at least 51 percent of the beneficial ownership interests are held by one or more women; or
- A corporation or other entity controlled by one or more women in which at least 51 percent of the beneficial interests in such corporation or entity are owned by one or more women.

### **SECTION 3. Continuation and Purpose of the Economic Opportunity Cabinet**

**A. Economic Opportunity Cabinet ("EOC").** The Economic Opportunity Cabinet established by Section 1 of Executive Order 14-08 is hereby continued as set forth in this Section 3. The purpose and authority of the EOC shall be to oversee the development and implementation of City-wide goals for the robust participation of Minority ("MBE"), Woman



(“WBE”) and Disabled (“DSBE”) owned business enterprises (collectively, “M/W/DSBEs”) in City contracts, to advance economic opportunities for M/W/DSBEs and to establish benchmarks for substantially increasing the membership and hourly deployment of minority and female tradespersons in the building trades unions and construction industry.

B. Membership. Members of the EOC shall be the Mayor, Managing Director, Finance Director, City Solicitor, Chief Integrity Officer, Inspector General, Deputy Mayor for Planning and Economic Development, Deputy Mayor for Transportation and Utilities, Deputy Mayor for Health and Opportunity, Deputy Mayor for Public Safety, Deputy Mayor for Environmental and Community Resources, and the Procurement Commissioner.

C. Meetings. The EOC shall be chaired by the Mayor and meet no less than quarterly.

#### **SECTION 4. Continuation, Purpose and Functions of the Office of Economic Opportunity**

A. Office of Economic Opportunity (“OEO”). The Office of Economic Opportunity established by Section 2 of Executive Order 14-08 is hereby continued as set forth in this Section 4. The OEO shall be located in the Commerce Department to administer a comprehensive City-wide approach for advancing economic opportunities for M/W/DSBEs and promoting employment opportunities for diverse workers seeking jobs in the local economy. OEO administers this Order and Chapter 17-1600 of The Philadelphia Code and oversees performance of the responsibilities created by Section 17-1500 of The Philadelphia Code.

B. Structure. An Executive Director of the OEO will manage the daily activities of this office. The Executive Director will receive policy and strategic direction from the Economic Opportunity Cabinet and will report to the Deputy Mayor for Planning and Economic Development for administrative support and to ensure the coordination of and access to business growth and development programs and services within the Department of Commerce.

C. Functions.

1. OEO Registry. OEO shall establish standards for identifying Certifying Agencies and shall maintain a Registry of M/W/DSBEs organized according to North American Industry Classification System codes (NAICs). OEO may, from time to time, develop additional methods for the recognition of minority persons, women, disabled persons, and disadvantaged small business owners as sourcing prospects for Majority Owned Businesses and as participants on City Contracts.

2. Compliance Plans. OEO shall have the authority to direct the submission of Compliance Plan(s) by any Department and shall approve the Compliance Plans and Benchmarks. No Compliance Plan or Benchmark shall become effective without the approval of OEO. OEO shall determine whether a Department is awarding City Contracts consistent with and in pursuit of the Benchmark established in its Compliance Plan.

3. **Participation Ranges and Related Business Development Strategies.** OEO shall have the authority to approve the M/W/DSBE participation ranges set for each City Contract and no M/W/DSBE participation range proposed for a City Contract shall become effective without the approval of OEO. All M/W/DSBE participation ranges set pursuant to Section 5 A. 2. shall be targeted to offer the maximum practicable opportunity for M/W/DSBE participation on City Contracts. OEO, with direction from the EOC, shall also consider any and all appropriate race and gender neutral strategies that allow Departments to identify additional opportunities for M/W/DSBE participation and eliminate contract requirements which unduly restrict participation by M/W/DSBEs; such strategies may include, subject to legal requirements, relaxation of bonding, insurance, extensive experience and capitalization requirements and, where feasible, contract segmentation. The Executive Director of OEO will convene, as needed, an OEO Advisory Board for the purpose of making recommendations relating to best practices and business development strategies.

4. **Bid Evaluation.**

- i. OEO shall be invited by every Department to all pre-bid meetings and shall participate on all City Contract selection committees evaluating bids.
- ii. OEO shall review Bids to determine whether they are Responsive under this Order before the award of a City Contract. OEO's evaluation will include a preliminary determination of Commercial Usefulness of the committed M/W/DSBE participation.

5. **Monitoring and Post Award Compliance Review.** OEO will monitor awarded City Contracts containing M/W/DSBE commitments and may perform post award compliance reviews to ensure that Bidders are complying with the goals and objectives of this Executive Order. Such reviews may include site visits to a Bidder's office, other place of business and/or job site to ascertain whether a Bidder has satisfied its M/W/DSBE commitments made under a City Contract.

6. **Data Collection and Participation Reports.**

- i. OEO shall collect data indicating the dollar amount and percentage participation of M/W/DSBEs on City Contracts awarded to for-profit businesses for each Department on a quarterly basis; in the event the City Contract was awarded in a previous Fiscal Year, OEO shall only report dollar amounts achieved in the Fiscal Year subject to the Participation Report. OEO shall assist Departments in maintaining Department records showing DBE participation on federally assisted City Contracts. To the extent such data is available, OEO shall also report on

payments made to M/W/DSBEs by Bidders awarded City Contracts.

- ii. OEO shall provide an annual Participation Report to the Mayor and City Council on or before November 1<sup>st</sup> of each year, setting forth the dollar amount and percentage participation by M/W/DSBEs on City Contracts as described above. The annual Participation Report to the Mayor and City Council shall set forth, as a measure of accountability, the performance of each Department as measured against its Benchmark during the immediately preceding period. The annual Participation Report shall also include the number of prime contracts awarded to M/W/DSBEs by the City. In addition, each Department shall report to OEO, for inclusion in the annual Participation Report, any federally assisted public projects in Philadelphia that had a DBE goal and the level of DBE participation achieved on each project and the level of M/W/DSBE participation achieved on any City Related Special Projects facilitated by the Department.

7. Annual Disparity Study. In furtherance of Section 6-109 of The Philadelphia Home Rule Charter and Chapter 17-1500 of The Philadelphia Code, OEO shall assist in the implementation of an Annual Disparity Study which will compare annual Participation Report data to the percentage of qualified MBEs, WBEs and DSBES available to participate in City Contracts. The Annual Disparity Study may, through the development of annual participation goals, forecast the participation of MBEs, WBEs and DSBES in City Contracts on a fiscal year basis.

8. Workforce Diversity. Economic Opportunity Plans require, in addition to Best and Good Faith Efforts for M/W/DSBE inclusion, workforce goals for minority and female workers. Executive Order 15-11 requires consideration of project labor agreements ("PLAs") for City construction contracts with an estimated value of Five Million Dollars; where a City construction project has a PLA, the PLA must contain workforce diversity goals for both the trades unions and contractors. OEO, with support from the City's Labor Standards Unit, will evaluate the number of minority and female workers employed on City construction projects and, to the extent the information is made available by each of the Building Trades Unions, OEO will evaluate and report on the number of minority persons and women annually admitted into each Building Trades apprenticeship program and the Unions' outreach and retention efforts for minority persons and women. The Executive Director of OEO will convene, as needed, meetings of the Mayor's Commission on Construction Industry Diversity, an advisory committee created by Executive Order 05-08 and constituted of business, academic and labor leaders for the purpose of studying, inter alia, minority and female utilization in the Philadelphia building trades.

9. Disparity Study. It shall be City policy for OEO to contract for the performance of a comprehensive Disparity Study at least every four years, and to make recommendations concerning appropriate strategies to increase M/W/DSBE participation where disparities or underutilization related to discrimination exists in any tier of City contracting.

10. Nonprofit Organizations. The City annually spends a substantial percentage of its contract dollars with nonprofit organizations and expects these organizations to share the City's commitment to diversity. Although City Contracts with nonprofit organizations are not generally subject to the City's M/W/DSBE participation ranges, all City Contracts with nonprofit organizations shall include a provision requiring that the nonprofit cooperate with OEO in its collection of the following data as deemed pertinent by OEO: (i), identifying the race, gender, disability status, and ethnic composition of its workforce and its board of directors, a list of the nonprofit's five highest dollar value M/W/DSBE suppliers of products and services, and (ii) the nonprofit's written equal opportunity statement an assurance of the nonprofit's efforts to maintain a diverse workforce and board of directors and operation of a fair and effective supplier diversity program.

11. Training. OEO shall provide training programs for OEO Officers and other City employees. Training programs shall be designed to provide knowledge and develop the skills required by City employees to increase M/W/DSBE percentage participation in City Contracts, to improve the diversity of nonprofit organizations and to enforce compliance. Training programs shall be scheduled regularly.

## **SECTION 5. Departments and Quasi-Public Agencies**

### **A. Departments**

1. Departments on or before May 1<sup>st</sup> of each fiscal year shall deliver a written Compliance Plan to OEO that includes their Benchmarks for the next fiscal year and their overall strategy for providing maximum opportunities for the participation of M/W/DSBEs in a Department's purchasing/contracting. In creating its Compliance Plan and in determining its Benchmarks and proposed participation ranges pursuant to subsection (2) below, each Department shall take into consideration the types of contracts that it intends to award, the number of M/W/DSBEs within the Greater Philadelphia region available to participate in those contracts, historic evidence of discrimination against minorities, women or disabled persons in the industries pertinent to the Department's contracts, including the extent of the City's passive participation in such discrimination, and any other appropriate factors. At the approval of OEO, certain classes of purchasing/contracting by a Department may be exempted from inclusion in the Compliance Plan.

2. Each Department shall propose M/W/DSBE participation ranges for City Contract(s) to be awarded by the Department, and shall submit such proposed ranges for approval by OEO. Departments shall seek to provide maximum practicable opportunities for M/W/DSBE participation on each City Contract. Where an EOP is required for a City Contract

or Covered Project, the Department shall also propose workforce diversity goals for the employment of minority persons and females.

3. Departments shall invite OEO staff to all pre-bid and pre-proposal meetings and all selection committee meetings, which OEO Staff may attend at their discretion.

4. Departments shall work with OEO to conduct seminars, training programs and outreach activities for M/W/DSBEs both to improve M/W/DSBE opportunities to participate on City Contracts and to encourage qualified minority, women and disabled owned businesses to become registered with the City.

5. Each Department shall meet quarterly with OEO to monitor its progress toward achieving the Department's annual Benchmark.

6. Each Department shall cooperate with OEO with respect to requests for information from the Department relative to enforcing compliance with this Order, including the furnishing of records and documents.

**B. Quasi-Public Agencies**

All Mayoral appointees to the board of any Quasi-Public Agency shall take all available steps to direct those agencies to establish an M/W/DSBE Economic Opportunity Plan, which incorporates the goals and objectives, contained in this Executive Order. The Deputy Mayor for Planning and Economic Development shall communicate this directive to all such appointees.

1. OEO may enter into cooperative agreements with Quasi-Public Agencies to help them establish M/W/DSBE programs and to provide support to Quasi-Public Agencies during the implementation of their programs.

2. Any Quasi-Public Agency that awards a contract for a City Related Special Project shall cooperate with OEO to establish participation ranges and to ensure that the M/W/DSBE participation ranges established for the project are met to the maximum extent feasible.

3. All of the terms and conditions of this Executive Order that apply to City Contracts, as appropriate, shall apply equally to all contracts for City Related Special Projects.

**SECTION 6. Bidders**

A. Bidders shall be required to submit Bids which are responsible and responsive to the written bidding instructions issued by the City, which instructions may include requirements for the participation of M/W/DSBEs or DBEs. Bidding instructions related to this Executive Order will require Bidders to document their solicitation of and commitment with M/W/DSBEs, and the failure to do so may result in the rejection of a submittal based on OEO's determination that the submittal is nonresponsive. As part of their submission, Bidders shall identify only those

M/W/DSBEs that perform a Commercially Useful Function. If a Bid contains participation by M/W/DSBEs at least equal to the M/W/DSBE participation ranges established by OEO and the Department, it is rebuttably presumed that the Bid is responsive with respect to the requirements of this Executive Order, and that the Bidder has not improperly discriminated against or excluded M/W/DSBEs. When a Bid does not satisfy the M/W/DSBE participation ranges set by OEO and the Department, and a Bidder submits a Request For Reduction/Waiver of those participation ranges, OEO will evaluate whether the Bidder has made Best and Good Faith Efforts to include M/W/DSBEs in its Bid; in order to effectuate the objectives of this Executive Order, a Bidder's desire to self-perform all of the work of a City Contract will not be accepted as a valid basis for a Reduction/Waiver of the participation ranges.

B. If a Bidder does not satisfy the M/W/DSBE participation ranges on a Bid and fails to submit a Request For Reduction/Waiver for all or part of the M/W/DSBE participation ranges, or submits a Request For Reduction/Waiver but OEO determines that Bidder has not made a Best and Good Faith Effort or Bidder fails to cooperate with OEO in its review of a Bid, OEO will determine that the Bid is nonresponsive and the Bid shall be rejected by the contracting Department.

C. Bidder Appeal Process. A Bidder whose Bid is deemed nonresponsive by OEO, except for reasons that the Bidder failed to cooperate with OEO in the review of its Bid in which case the Bid is nonresponsive and will be rejected by the City, may file a written appeal within 48 hours as specified in the Bid with the Executive Director of OEO whose decision shall be final.

D. If OEO determines that the Bidder has discriminated against a M/W/DSBE or intentionally excluded them from a Bid on the basis of minority status, gender or disability, OEO may recommend to the Procurement Commissioner or Director of Finance the imposition of sanctions on the Bidder including the debarment of the Bidder from submitting on and/or participating in future City Contracts for a period of up to three (3) years.

## **SECTION 7. Monitoring and Enforcement**

A. OEO shall conduct post award compliance monitoring pursuant to Section 4 C. 5. of this Order. In addition, to eliminate fraud and improve confidence in the integrity of the OEO program, OEO shall devise and implement strategies to monitor city-wide contracting activities and shall make findings and recommendations to the EOC as are necessary and appropriate to enforce this Executive Order. These actions may include:

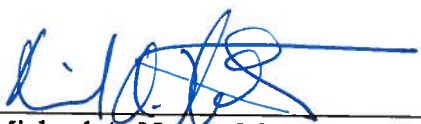
1. Department based monitoring of contract performance by conducting on-site inspections and post-contract award compliance reviews to ensure that committed participation is being met;
2. Monitoring prime contractors' payments to M/W/DSBEs through electronic payment tracking or other means;

3. Issuing guidelines and promulgating regulations, in interpretation of this Executive Order;
4. Recommending to the City Solicitor contractual provisions, which may include liquidated damages, to be included in all City Contracts in furtherance of the goals and objectives of this Order;
5. Reporting findings of discrimination and/or exclusion to the Mayor, the Director of Finance, the City Solicitor, the Inspector General and other appropriate legal authorities;
6. Recommending withholding of payments or termination of a contract if OEO determines that a Bidder has failed to comply with contractual provisions requiring M/W/DSBE participation. OEO may recommend that the City exercise its legal remedies, including, if appropriate, debarment of the Bidder in accordance with the City's Policy and Procedure for the Debarment and Suspension of Vendors and Bidders;
7. Recommending to the Director of Finance suspension of a Department's contracting authority when a Department consistently fails to achieve its Benchmark; and
8. Monitoring the bidding frequency and success of M/W/DBES as prime contractors.

#### **SECTION 8. Severability and Authorization**

The provisions of this Executive Order are severable, and if any provision or application is held illegal, such illegality shall not affect the remaining provisions. This Order remains in effect and shall continue for a four year period from September 4, 2012 to September 4, 2016 unless reauthorized for an additional period of time if further remedial action consistent with the objectives of this Order is required beyond this date.

Date: September 20, 2012

  
\_\_\_\_\_  
Michael A. Nutter, Mayor

**EXECUTIVE ORDER No. 4 -12**

**PROCUREMENT OF LOCAL AND  
AMERICAN GOODS AND SERVICES**

WHEREAS, In the face of the most severe labor market downturn since the Great Depression, recovery of American jobs has been slow and not uniform across the country or across sectors. In particular, high-wage positions in areas such as manufacturing have fared worse in the Philadelphia metropolitan region than in surrounding regions; and

WHEREAS, The negative economic effects of the recession on American jobs are compounded by the increasing globalization of the production of goods. Nearly sixty percent of all goods consumed in America are made overseas. As a result, the United States has fewer manufacturing jobs in 2012 than in 1941. To bolster employment in this sector, some economists recommend an increase in American-made goods: they estimate that if every American spent an extra \$3.33 on American-made goods per year, it would create almost 10,000 new American jobs; and

WHEREAS, the City of Philadelphia can help bolster the number of Americans employed by the manufacturing industry by encouraging the purchase of locally-made goods, and can help bolster Philadelphia's professional services sector by considering local companies; and

WHEREAS, The purpose of this Order is to further leverage the City's purchasing power, to serve as inspiration to the citizens of our City and nation to buy American products and to support American workers and businesses as the country recovers from a devastating recession;

**NOW, THEREFORE**, I, Michael A. Nutter, Mayor of the City of Philadelphia, by the authority vested in me by the Philadelphia Home Rule Charter, do hereby order as follows:

**SECTION 1. INVITATIONS TO BID**

All invitations to bid with respect to articles to be acquired by the City pursuant to Section 8-200(2)(a) through (e) of the Home Rule Charter shall include a statement that while any contract will be awarded to the lowest responsive and responsible bidder as otherwise provided by the Home Rule Charter and other applicable law, the City aspires to purchase articles manufactured in the City of Philadelphia or in the Commonwealth of Pennsylvania.

**SECTION 2. IDENTIFYING PRODUCERS OF AMERICAN-MADE ARTICLES**

Whenever the Procurement Department issues an invitation to bid with respect to an article subject to Section 8-200(2)(a) through (e) of the Home Rule Charter, the Department shall, in addition to meeting the requirements of such provisions, make a reasonable effort to identify vendors that carry an American-made version of the article, and shall, as practicable and



consistent with law, send bid announcements regarding the invitation to bid to such vendors, to increase the number of bidders overall, and include suppliers of American-made products in the bidding process.

### **SECTION 3. TIE-BREAKING CRITERIA IN PROCUREMENT OF ARTICLES**

(A) Where two or more responsive, responsible bidders tie for the lowest bid on an article to be acquired by the City pursuant to Section 8-200(2)(a) through (e) of the Home Rule Charter, the Procurement Department shall, as applicable, and prior to applying any other tie-breaking criteria or procedure, accept bids in the following order of priority:

(1) a bid from a bidder certified as a Local Business Entity pursuant to Section 17-109;

(2) a bid predominantly offering articles made in Philadelphia over a bid predominantly offering articles made outside of Philadelphia;

(3) a bid predominantly offering articles made in Pennsylvania over a bid predominantly offering articles made outside of Pennsylvania;

(4) a bid predominantly offering articles made in the United States of America over a bid predominantly offering articles made outside of the United States of America;

(B) To be eligible for application of the tie-breaking criteria set forth in subsections (A)(2) through (4) in the event of a tie, bidders must, at the time of bidding, certify the location of manufacture of the proposed articles in such manner as the Procurement Commissioner may specify, after consultation with the Law Department.

(C) For purposes of this section, “predominantly” shall mean more than fifty percent (50%) by expected dollar volume of purchase by the City.

### **SECTION 4. PROFESSIONAL SERVICES CONTRACTS**

With respect to contracts for professional services subject to Chapter 17-1400 of The Philadelphia Code, City agencies shall deem it a positive factor where the applicant for a professional services contract (1) meets the criteria set forth in Section 17-109(3)(b) of the Code, or (2) in the performance of the contract, will employ City residents or work within the City; and so certifies. The Director of Finance, in consultation with the Law Department, shall produce an appropriate form of certification.

### **SECTION 5. COMMUNICATION**

The Procurement Department is hereby directed to communicate this Executive Order to the various chambers of commerce representing business interests in the City.

## SECTION 6. EFFECTIVE DATE AND APPLICABILITY

This Order shall be effective immediately, and shall apply only to the procurement of articles and professional services as to which invitations to bid, requests for proposals, or similar requests are issued on or after the seventh calendar day following the date of this Order.

11/2/12  
Date

  
Michael A. Nutter, Mayor

# Certification Agencies

## Accepted by the City of Philadelphia

(OEO will review and consider certifications from municipalities and private organizations.)

1. Eastern Minority Supplier Development Council (EMSDC) - [www.emsdc.org](http://www.emsdc.org)  
National Minority Supplier Development Council (NMSDC) MBE Certification I & II - [www.nmsdc.org](http://www.nmsdc.org)
2. Women's Business Enterprise Council PA-DE-sNJ (WBEC) – [www.wbecouncil.org](http://www.wbecouncil.org)  
Women's Business Enterprise National Council (WBENC) WBE Certification [www.wbenc.org](http://www.wbenc.org)
3. The Enterprise Center – MBE/DSBE Certification  
<http://www.theenterprisecenter.com/certification> or 215-895-4000
4. New Jersey Department of the Treasury, MBE/WBE Certification  
Division of Revenue – Business Support Services Bureau  
[www.nj.gov/njbusiness/contracting](http://www.nj.gov/njbusiness/contracting) or 609-292-2146
5. United States Business Leadership Network (USBLN) – DSBE Certification  
Disability Supplier Diversity Program (DSDP)  
<http://www.usbln.org/what-we-do/supplier-diversity/> or [cam@usbln.org](mailto:cam@usbln.org)
6. Pennsylvania Unified Certification Program – DBE Certification  
Authorized Certifying Agencies  
<https://www.dotsbe.pa.gov/PAUCPWeb/paucp/viewHome.do>
  - 1) City of Philadelphia – Office of Business Diversity, Philadelphia International Airport  
<http://www.phl.org/Pages/OBD/OBDiversity.aspx> or [OBD@PHL.org](mailto:OBD@PHL.org)
  - 2) Southeastern Pennsylvania Transportation Authority (SEPTA) DBE Program Office  
[www.septa.org/business/dbe](http://www.septa.org/business/dbe) or (215) 580-7278
  - 3) Allegheny County Department of Minority, Women, and Disadvantaged Business Enterprise  
[alleghenycounty.us/mwdbe/index.aspx](http://alleghenycounty.us/mwdbe/index.aspx) or (412) 350-4309
  - 4) PA Department of Transportation (PENNDOT) Bureau of Equal Opportunity  
<http://www.penndot.gov/about-us/EqualEmployment/Pages/UnitedCertificationProgram.aspx>  
or (717) 787-5891
  - 5) Port Authority of Allegheny County DBE Program  
<http://www.portauthority.org/paac/CompanyInfoProjects/DoingBusiness/Procurement/DBEInformation.aspx> or (412) 566-5257

7. Visit the United States Department of Transportation, Office of Small and Disadvantaged Business Utilization Website to find a full list of authorized DBE Program Sites - <https://www.transportation.gov/osdbu>

8. New Jersey Unified Certification Program Authorized Certifying Agencies:

- 1) NJ Transit - Office of Business Development  
[http://www.njtransit.com/tm/tm\\_servlet.srv?hdnPageAction=OfficeBusinessDevelopmentTo](http://www.njtransit.com/tm/tm_servlet.srv?hdnPageAction=OfficeBusinessDevelopmentTo)
- 2) New Jersey Department of Transportation, Disadvantaged & Small Business Programs Unit  
<http://www.state.nj.us/transportation/business/civilrights/dbe.shtm>
- 3) Port Authority of New York and New Jersey, Office of Business Diversity & Civil Rights – Unit also provides MBE/WBE Certification  
<http://www.panynj.gov/business-opportunities/sd-become-certified.html>

9. Delaware Department of Transportation DBE Program

<http://deldot.gov/Business/dbe/index.shtml>

10. State of Delaware, Office of Supplier Diversity

<http://gss.omb.delaware.gov/osd/>

11. Metropolitan Washington Unified Certification Program Authorized Certifying Agencies:

- 1) Washington Metropolitan Area Transit Authority (WMATA)  
<https://www.wmata.com/business/small-disadvantaged-business/dbe.cfm>
- 2) Metropolitan Washington Airports Authority (MWAA)  
<https://mwaa.diversitycompliance.com/>

12. Baltimore Law Department - Minority and Women's Business Opportunity Office <http://law.baltimorecity.gov/minority-and-womens-business-opportunity-office>

13. Maryland Department of Transportation (MDOT) – Office of Minority Business Enterprise (OMBE)

[http://www.mdot.maryland.gov/MBE\\_Program/overview](http://www.mdot.maryland.gov/MBE_Program/overview)

14. Virginia Department of Small Business & Supplier Diversity (SBSD) -

<https://www.sbsd.virginia.gov/certification-division/>

15. Disability: IN (DSBE) – <https://disabilityin.org/what-we-do/supplier-diversity/get-certified/>

**THE CITY OF PHILADELPHIA****Template for Writing Requests for Proposals  
for  
Miscellaneous Purchase Orders**  
Revised: February 2019

The purpose of this template is to guide departments in the preparation of Requests for Proposals (RFPs) for Miscellaneous Purchase Orders (MPOs), also sometimes referred to as Miscellaneous Orders or MP Documents). Departments are encouraged to post RFPs (i.e. notice of the MPO contracting opportunity) for MPOs on eContract Philly, but are not required to do so. You may instead use an informal solicitation process, as described in the City's *Guidelines for Processing Miscellaneous Purchase Orders* (available in the Specific Contract Topics section of eContract Philly, at <http://citynet.phila.gov/contracts/specific.html>), which explains the competition and other requirements for MPOs. Where the MPO opportunity is posted, however, departments are expected to follow this RFP template in order to ensure that the posting is complete and consistent with other City MPO postings. If the department posts an RFP on eContract Philly, it may not also use the informal solicitation process or any other form of proposal solicitation for that MPO. After the RFP is posted and prior to award, department personnel may not discuss the MPO opportunity with prospective applicants except to respond to questions as provided in Section 5 of the RFP.

Instructions in the use of the template are italicized. The sections presented in plain text are standard language required or recommended for RFPs. The plain text sections should be customized by the department to meet the particular needs of the project. The italicized instructions are to be deleted from the final RFP before posting.

For technical and other assistance, contact the Contracting Unit in the Office of the Chief Administrative Officer:

T. David Williams, Jr., [t.david.williams@phila.gov](mailto:t.david.williams@phila.gov), 215-686-3499  
Drew Menten, [drew.menten@Phila.gov](mailto:drew.menten@Phila.gov), 215-686-6132

**This template is for use in drafting RFPs for Miscellaneous Purchase Orders only. RFPs for all other City contracts must use the *City of Philadelphia Template for Writing Requests for Proposals* (available at <https://phila.city/display/contacts/Templates>).**



**THE CITY OF PHILADELPHIA**

**REQUEST FOR PROPOSALS**

**MISCELLANEOUS PURCHASE ORDER**

**FOR**

***{ENTER SHORT DESCRIPTION OF SERVICES}***

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THE CITY OF PHILADELPHIA

*{Enter Name of Department}*

**All proposals must be submitted electronically to the correct contract opportunity established for this RFP (identified by opportunity number) through the eContract Philly online application process at [www.phila.gov/contracts](http://www.phila.gov/contracts), choose eContract Philly.**

**Applicants who have failed to file complete applications through the eContract Philly online application process will not be considered for the Miscellaneous Purchase Order.**

**Proposals must be received no later than 5:00 p.m. Philadelphia, PA, local time,  
on *{enter date}*.**

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*{Enter name}*, Mayor

*{Enter Agency head name, title, \_\_\_\_\_} {Enter department name}*

## **(1) Table of Contents**

- (1) Table of Contents
- (2) Project Overview
- (3) Project Requirements
- (4) Submission Requirements; Mandatory On-Line Application Requirements;  
Selection Process
- (5) Questions Relating to the RFP
- (6) Reservation of Rights; Confidentiality and Public Disclosure

### **Appendices**

- Appendix A – Miscellaneous Purchase Order Terms and Conditions
- Appendix B – Local Business Entity or Local Impact Certification
- Appendix C - LGBTQ Applicant Opportunity Data

## (2) Project Overview

This RFP seeks proposals for performance of the following services under a Miscellaneous Purchase Order (MPO) issued by the \_\_\_\_\_ Department (Department):  
\_\_\_\_\_*{Provide a brief description of the services to be performed under the MPO}.*

The Department \_\_\_\_\_*{Provide a brief overview of the department releasing the RFP and any relevant interactions with other departments or agencies}*

The term of the MPO is expected to commence on or about *{enter date month, day, year}* and, unless sooner terminated by the City pursuant to its terms, shall expire on June 30 following the commencement date. The compensation provided in the MPO will be as stated below or as agreed by the Department and the successful Applicant, but shall not exceed a total of Thirty-Four Thousand Dollars (\$34,000). The MPO will incorporate and be governed by the Miscellaneous Purchase Order Terms and Conditions attached as Appendix A to this RFP.

### Disclaimer

This RFP does not commit the City of Philadelphia to award a MPO. 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 submitted pursuant 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 any meeting with, or making oral presentations to the City if so requested.

## (3) Project Requirements

1. Services. *Describe in detail the services to be performed under the MPO. Consider including the following:*
  - *specific tasks, milestones, or deliverables.*
  - *personnel requirements, such as experience, specific skill sets, licensing*
  - *technological requirements, such as proficiency with specific software programs, ability to communicate by email or deliver work products electronically.*
2. Timetable. *State the overall time to complete the services (weeks/months to complete, expected date of completion) and if applicable, specific completion times for specific services within the general scope of services.*
3. Reporting requirements. *Describe the reports the department expects, including frequency (e.g. monthly or biweekly) and the information to be provided. If applicable, include, any reports that may be required for a grant or other funding source.*
4. Compensation.



- *State the not-to-exceed amount of compensation to the vendor (cannot exceed \$34,000).*
- *State whether the services are all to be performed for a fixed price or the vendor will be paid by the hour at agreed hourly rates; if the latter, require the vendor to state its hourly rates. State the maximum rates, if any, the department will pay.*
- *State the department's conditions of payment (e.g. payment based on completion and approval of specified work, payment on a monthly basis against approved invoices).*

#### 5. Health Insurance Portability and Accountability Act (HIPAA).

The work to be provided under any MPO entered into pursuant to this RFP may be subject to the federal Health Insurance Portability and Accountability Act (HIPAA), as amended, and/or other state or federal laws or regulations governing the privacy and security of health information. The selected Applicant must comply with the "Terms and Conditions Relating to Protected Health Information" as posted on the City's website (at <https://secure.phila.gov/eContract/> under the "About" link), which will be incorporated into the MPO by reference.

*You do not need to attach the City PHI Terms. Applicants can find them at the indicated link.*

### **(4) Submission Requirements; Mandatory Online Application Requirements; Selection Process**

#### 1. Proposal Format and Content

*Describe what applicants must submit in response to this RFP. You may include such items as the following:*

- 1) *Introduction*
- 2) *Company Profile*
- 3) *Proposed Scope of Work, addressing the items described in Section (2) and describing how the Applicant will meet project requirements*
- 4) *Proposed Schedule (Timetable)*
- 5) *Project Personnel Statement of Applicant's Qualifications/Relevant Experience*
- 6) *References*
- 7) *Cost Proposal in accordance with Section (3)4*
- 8) *Statement of Financial Capacity (e.g. statement of financial condition, audited or unaudited financial statements, bank statements, bank references)*
- 9) *If applicable, Local Business Entity or Local Impact Certification*

#### 2. Participation of Minority, Woman and Disabled Owned Business Enterprises

Executive Order 03-12 establishes an Antidiscrimination Policy relating to the participation of Minority (MBE), Woman (WBE) and Disabled (DSBE) Owned Business Enterprises (collectively referred to hereafter as M/W/DSBEs) in City Contracts (the "Antidiscrimination Policy"). The Antidiscrimination Policy is administered by the Office of Economic Opportunity ("OEO"). The purpose of the Antidiscrimination 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. While there are no participation ranges for M/W/DSBEs established for this MPO, the Applicant is encouraged to provide meaningful and representative contracting opportunities for M/W/DSBEs in this project. M/W/DSBEs are also encouraged to respond directly to this RFP.

### 3. Tax Compliance; Licenses and Permits

It is the policy of the City of Philadelphia that each contractor and subcontractor has all required licenses and permits and is current in its 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. 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](mailto:revenue@phila.gov). If satisfactory arrangements cannot be made, the Applicant will not be eligible for award of the MPO contemplated by this RFP.

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 MPO contemplated by the RFP.<sup>1</sup> Applications for a Business Income and Receipts Tax Account Number or a Commercial Activity License<sup>2</sup> may be made on line by visiting the City of Philadelphia Business Services Portal at <http://business.phila.gov/Pages/Home.aspx> and clicking on "Register Now." If you have specific questions, call the Department of Revenue at 215-686-6600 for questions related to City of Philadelphia Business Income and Receipts Tax Account Number or the Department of Licenses and Inspections at 215-686-2490 for questions related to the Commercial Activity License.

### 4. Compliance with Philadelphia 21<sup>st</sup> Century Minimum Wage and Benefits Ordinance

Applicants are advised that any MPO awarded pursuant to this RFP is a "Service Contract," and the successful Applicant under such MPO is a "Service Contractor," as those terms are defined in Chapter 17-1300 of the Philadelphia Code ("Philadelphia 21<sup>st</sup> Century Minimum Wage and Benefits Standard Ordinance"). Any 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 MPO, it is subject to the minimum wage and benefits provisions set forth in Chapter 17-1300 unless it is granted a waiver or partial waiver under Section 17-1304. Absent a waiver, these minimum wage and

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<sup>1</sup> 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.

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

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 MPO 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,<sup>3</sup> the MPO Terms and Conditions attached to this RFP, and the About/Minimum Wage and Equal Benefits Ordinances Impacting Some City Contractors links on the eContract 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.

#### 5. 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 the 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 MPO, 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 MPO as Exhibit B. 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.

#### 6. 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

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<sup>3</sup> A link to the Philadelphia Code is available on the City's official web site, [www.phila.gov](http://www.phila.gov). Click on "City Code and Charter," located to the bottom right of the Welcome page under the box "Transparency."

to include LGBTQ certified businesses into the City's vendor database. Response to this form, Appendix C, is voluntary.

## 7. Mandatory Online Application Requirements

You must apply online in order to be eligible for award of the MPO described in this RFP; proposals and any other related documents prepared in response to this RFP will not be considered unless they are filed to the correct contract opportunity established for this RFP (identified by opportunity number), within the prescribed time period, through eContract Philly, which can be accessed on the City's website at [www.phila.gov/contracts](http://www.phila.gov/contracts) by clicking on eContract Philly.<sup>4</sup> The posting of this RFP on eContract Philly is also referred to as a Notice of Contracting Opportunity.

The City requires that any Applicant who establishes an account on eContract Philly and utilizes that account for the purpose of responding to a particular contract opportunity is the same individual or business entity that, if awarded the contract (i.e., the MPO contemplated by this RFP), will enter into and perform the resulting contract with the City. **Applicants MUST ensure that the company name and Tax Identification Number (TIN) with which they are registered on eContract Philly is the identical name and TIN under which they are submitting their application. Any deviation from this may result in the disqualification of the Applicant at the sole discretion of the City. If the Applicant wishes to apply for an opportunity using a name or TIN which is different from the registration account, the Applicant must register the new name and TIN with eContract Philly before submitting its application for the opportunity.** Except in the case of joint ventures, applications posted on eContract Philly from Applicants that purport to be filing an application on behalf of another individual or business entity will not be considered, even if the other business entity is an affiliate of the Applicant.

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

Pursuant to Chapter 17-1400 of the Philadelphia Code, Applicants are required to disclose their campaign contributions to political candidates and incumbents who are running for, or currently

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<sup>4</sup> The eContract Philly website is compatible with Internet Explorer, Google Chrome and Apple Safari; but the site is not presently compatible with Mozilla Firefox.

serving in, a local (Philadelphia) or state-wide elected office anywhere within the Commonwealth of Pennsylvania (federal campaign contributions are not included); any consultants used in responding to the RFP and contributions those consultants have made; prospective subcontractors; and whether Applicant or any representative of Applicant has received any requests for money or other items of value or advice on particular firms to satisfy minority-, woman- or disabled-owned business participation goals from City employees. This information, as well as a proposal or any other response document required, is part of the online application. For more information, please consult the reference materials found on the website, e-mail [econtractphilly@phila.gov](mailto:econtractphilly@phila.gov) or call 215-686-4914.

Applicants are advised that under Chapter 17-1400 individuals and businesses that make campaign contributions in excess of the amounts set forth in Section 17-1404(1), as periodically adjusted, are ineligible to enter into a City contract or subcontract at any tier. Applicants should take this into consideration in electing to apply for this opportunity or in selecting subcontractors if awarded a contract to perform the work sought by this RFP.

Applicants may require that their subcontractors disclose to the Applicants, the subcontractors' campaign contributions to political candidates and incumbents who are running for, or currently serving in, a local (Philadelphia) or state-wide elected office anywhere within the Commonwealth of Pennsylvania (federal campaign contributions are not included). Disclosure forms may be found on the Disclosure/Eligibility – Subcontractor Disclosure tab on eContract Philly. Applicants are not required to submit these forms to the City

**Applicants who have failed to file complete applications to the correct opportunity – including the online disclosure forms – through the eContract Philly online application process prior to the closing date and time will not be considered for the contract.**

You are encouraged to start and complete your online application on eContract Philly as early as possible. Please be aware that internet connection speed depends on a variety of factors including: configuration of your computer, configuration of your business or home network, the condition of the wiring at your location, network or internet congestion (available bandwidth). Please prepare and plan accordingly to ensure a timely submission. Your proposal and other application documents will not be considered submitted until you sign the application and click on the “submit” button at the conclusion of the eContract Philly process. It is your responsibility to make sure that you have signed and submitted your complete application to the correct contract opportunity established for this RFP.

You can begin uploading (or attaching) your proposal and other application materials at any time. It is especially prudent for you to start uploading your attachments earlier if you have a large number of attachments (e.g. over five documents) or larger-sized attachments (e.g. above 5 MB). Please be advised that the eContract Philly website will not accept documents larger than 8 MB. If you have documents larger than 8 MB, you must separate them into smaller documents in order to successfully upload them to the system. Until you sign and submit your application, your materials are not accessible to any staff with the City of Philadelphia. Once you have signed and submitted your application, your application is accessible only to appropriate contract staff within the City of Philadelphia.

You are advised that any individual who signs and submits an application on eContract Philly must be an authorized signatory of the Applicant, authorized to both bind the Applicant to its proposal and to make the disclosures required to complete the eContract Philly process. Therefore, in conjunction with their electronic signatures provided at the conclusion of the submission of their applications online, signatories will be required to certify that they are the Applicant or are employees or officers of the Applicant duly authorized to execute the application and make disclosures on the Applicant's behalf; and they represent and covenant that, to the best of their knowledge after appropriate inquiry, all of the information and disclosures provided are true and contain no material misstatement or omissions. 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.

#### 8. Electronic Payment

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.

#### 9. 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 MPO resulting from this RFP to a person or entity other than the responsible Applicant submitting the lowest price. If the City chooses to award a MPO, that MPO 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.

The successful proposal will be selected based on criteria that include but are not limited to:

- 1) Superior ability or capacity to meet particular requirements of the MPO and needs of City Department and those it serves
- 2) Eligibility under Philadelphia Code provisions relating to campaign contributions
- 3) Superior prior experience of Applicant and staff
- 4) Superior quality, efficiency and fitness of proposed solution for City Department
- 5) Superior skill and reputation, including timeliness and demonstrable results
- 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
- 10) Anticipated long-term cost effectiveness
- 11) Meets prequalification requirements
- 12) Applicant's certification of its Local Business Entity/Local Impact status pursuant to Executive Order 04-12

If a MPO 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 eContract Philly website (go to <http://www.phila.gov/contracts> and click on eContract Philly) 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 MPO 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 the MPO to them.

#### **(5) Questions Relating to the RFP**

All questions concerning this RFP must be submitted in writing via email to \_\_\_\_\_ *{name and contact information for responsible City RFP contact}* no later than \_\_\_\_\_ *{date and time}*, 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](http://www.phila.gov/contracts) (click on *eContract Philly* 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.

#### **(6) Reservation of Rights; Confidentiality and Public Disclosure**

##### **Reservation of Rights**

By submitting its response to this notice of contract opportunity as posted on the eContract Philly web site ("eContractPhilly"), 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 and includes this RFP and all information posted on eContract Philly in relation to this "New Contract Opportunity" as published on eContract Philly (including, without limitation, the information posted for this opportunity on the "Detailed Information for Opportunity" page, in the eContractPhilly "Opportunity List," and/or in any document linked to the Detailed Information for Opportunity Page or otherwise 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:

- 1) to reject any and all proposals and to reissue this notice of contract opportunity at any time prior to execution of a final MPO;
- 2) 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;
- 3) 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;
- 4) 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;
- 5) to supplement, amend, substitute or otherwise modify this notice of contract opportunity at any time prior to issuing a notice of intent to enter into an MPO with one or more Applicants;
- 6) to cancel this notice of contract opportunity at any time prior to the execution of a final MPO, whether or not a notice of intent to enter into an MPO 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;
- 7) 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 eContractPhilly.

## 2. Proposal Selection and Negotiation of the MPO

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:

- 1) 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;
- 2) 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 City 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;
- 3) to waive any defect or deficiency in any proposal, including, without limitation,



- those identified in subsections 1) and 2) preceding, if, in the City's sole judgment, the defect or deficiency is not material to the proposal;
- 4) 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 MPO;
  - 5) to issue a notice of intent to enter into an MPO and/or execute an MPO 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;
  - 6) 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 MPO, whether or not a notice of intent to enter into an MPO has been issued to any Applicant and without reissuing this notice of contract opportunity;
  - 7) 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;
  - 8) to discontinue negotiations with any Applicant at any time prior to the execution of a final MPO, whether or not a notice of intent to enter into an MPO 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;
  - 9) to rescind, at any time prior to the execution of a final MPO, any notice of intent to enter into an MPO issued to an Applicant, and to issue or not issue a notice of intent to enter into an MPO 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;
  - 10) to elect not to enter into any MPO with any Applicant, whether or not a notice of intent to enter into an MPO 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;
  - 11) 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;
  - 12) to conduct on-site investigations of the facilities of any one or more Applicants (or the facilities where the Applicant performs its services);
  - 13) 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;
  - 14) 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,

15) 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 eContractPhilly.

3. Miscellaneous

- 1) 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.
- 2) 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.

### **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.

**APPENDIX A**  
**Miscellaneous Purchase Order (MPO) Terms and Conditions**

**APPENDIX B****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 C**  
**LGBTQ Applicant Opportunity Data**

**The City of Philadelphia**  
**Template for Writing Requests for Proposals (RFPs)**  
Revised February 2019

**Template Overview**

This document is a template for a Request for Proposals (“RFP”) with instructions, intended to serve as a guide for the City of Philadelphia departments on writing RFPs, particularly with the intent of soliciting proposals for professional services. This document provides suggestions about how to organize an RFP, including specific sections that must be included because they relate to mandatory requirements of all RFP documents issued by the City of Philadelphia.

Unless a section is marked “*if applicable*” or “*optional*,” it must be included in the RFP. Without full information, potential applicants may not be able to determine whether to apply, may misunderstand the conditions and parameters of the RFP and the resultant contract opportunity, or may respond with different and incomparable responses.

However, this template is also meant as a guide – certain sections, marked “*if applicable*” or “*optional*” can sometimes be excluded because they relate to items that are not mandatory and can be left to the discretion of the department. If a department elects not to utilize a section marked “*if applicable*” or “*optional*,” the department should delete that section, re-number accordingly, and delete the omitted section from the RFP Table of Contents. Where deemed necessary or appropriate to a particular contract solicitation, departments are free to include or require additional information not covered in this guide.

Instructions in the use of the template are *italicized*. RFP provisions that are required or recommended are presented in plain text. In some cases, if a plain text provision is not marked as mandatory, the plain text language may be customized by the department to meet the particular needs of the project.

**Important: Delete all italicized instructions from the RFP before posting.**

The RFP, should be reviewed in its entirety before posting, for accuracy and consistency between sections and to ensure that no information is missing. It is also advisable to have colleagues review and comment on the draft before it is finalized.

City policy requires that departments provide maximum opportunities for Minority Business Enterprises, Woman Business Enterprises and Disabled Business Enterprises (M/W/DSBEs) in the contract resulting from the RFP. The department, in consultation with Office of Economic Opportunity (“OEO”), must propose participation ranges for M/W/DSBEs, based on its knowledge of the scope of services and research of the relevant vendor market. If the department can substantiate that numerical ranges are inappropriate for the project or vendor market, this should be discussed with OEO as soon as possible and OEO, in its sole discretion, may substitute “Good Faith Efforts” for numerical participation ranges (“Good Faith Efforts” means an Applicant’s efforts, the scope, intensity and appropriateness of which are designed and performed to achieve meaningful participation of M/W/DSBEs in the contract). The RFP and any proposed participation ranges must be submitted to OEO at least two weeks prior to the

anticipated posting date. OEO must also be given an opportunity to participate in any pre-proposal meeting and in the applicant selection process. Timely communication between the department and OEO is critical to this process. (See Section III.D. for additional information.)

Consultation with the Law Department is mandatory before posting notices of contracting opportunity to which any of the circumstances identified below apply. This RFP template is intended for the majority of contracting opportunities, but under the circumstances listed below and depending on the nature and complexity of the project, a more detailed RFP or an RFP with different or special terms and conditions may be appropriate. Where appropriate (e.g. ACIS Department Draft contracts), the Law Department will work with the operating department to establish a version of the template that fits department-specific needs. It is strongly recommended that you contact the Law Department as early as possible in developing the RFP in the following circumstances:

- The projected initial contract amount is \$500,000 or more for a single contractor and/or the projected total contract value (initial term and additional term(s)) is more than \$1 million.
- The contract may require City Council approval (e.g. because the contract term will be more than one year).
- The contract will not use the City's applicable General Provisions form or is anticipated to require substantial negotiation of General Provisions and/or scope of services.
- The contract will involve innovative, novel or unique projects or services with which the City has little or no prior solicitation and contracting experience.
- The contract will involve multiple departments.
- The contract will involve employee benefits or prison health services.
- The contract will involve services that are regulated by state and/or federal law.
- The contract requires or may require the contractor to perform governmental functions on behalf of the City or to perform the duties of a City employee.
- The contract will require or invite the successful applicant to furnish personal property of any kind, including equipment or require them to furnish services that are typically let as a "low-bid" contract (e.g., construction, concessions, HVAC maintenance). Please note: This will also require consultation with the City's Procurement Department to ensure the potential purchase of equipment or services under the resultant contract is appropriate and would not have to be bid separately by the Procurement Department.
- There is a substantial likelihood the contract will be amended to add work and/or increase the contract amount during or after the initial term.
- The contract will be a Department Draft contract in ACIS and the department determines its business practices are inconsistent with this template and require an alternative format.
- The contract will require the performance of information technology services or investment management services.

To assist potential applicants in navigating the final RFP, it is suggested that you add corresponding page numbers to the main Section headings in the Table of Contents.

For technical and other assistance, contact the Contracting Unit in the Office of the Chief Administrative Office: T. David Williams, Jr, [t.david.williams@phila.gov](mailto:t.david.williams@phila.gov), 215-686-3499; Drew Menten, [drew.menten@phila.gov](mailto:drew.menten@phila.gov), 215-686-6132.



**REQUEST FOR PROPOSALS**  
**for a**  
**{Enter Description of RFP Topic}**  
**for The**  
**CITY OF PHILADELPHIA**

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Issued by:  
THE CITY OF PHILADELPHIA ("City")  
*{Name of Department}*

**All proposals must be submitted electronically to the correct contract opportunity established for this RFP (identified by opportunity number), through the eContract Philly online application process at [www.phila.gov/contracts](http://www.phila.gov/contracts), choose eContract Philly. Applicants who have failed to file complete applications through the eContract Philly online application process will not be considered for the contract.**

**Proposals must be received no later than 5:00 p.m. Philadelphia, PA, local time,  
on \_\_\_\_\_{date}.**

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*{specify if Optional or Mandatory}* **Pre-Proposal Conference:**

Date:  
Time:  
Location:

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\_\_\_\_\_*{name}*, Mayor  
\_\_\_\_\_*{name}*, Commissioner, \_\_\_\_\_*{department name}*



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## **Appendices**

Appendix A – General Provisions

Appendix B – Office of Economic Opportunity, Antidiscrimination Policy – Minority, Woman and Disabled Owned Business Enterprises

Appendix B-1 – Antidiscrimination Policy and Solicitation for Participation and Commitment Form

Appendix B-2 – Special Antidiscrimination Requirements Applicable to Nonprofit Organizations and Diversity Report of Nonprofit Organizations Form

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

Appendix D – Local Business Entity or Local Impact Certification

Appendix E - LGBTQ Applicant Opportunity Data

*List additional appendices particular to the Department or the Project and re-letter appendices as appropriate to reflect the order in which appendices are referenced in the text of a particular RFP.*

## **I. Project Overview**

### **A. Introduction; Statement of Purpose**

*Provide a brief overview of the project, including the nature and type of services and deliverables sought by the RFP, so that potential applicants understand what the department is seeking and can determine whether it is appropriate for them to submit a proposal. For uncomplicated projects that do not require a detailed description, eliminate Section I.C below and insert a full, clear and concise description of the project here.*

### **B. Department Overview**

*Provide a brief overview of the department releasing the RFP. Describe the unit within the department that will be responsible for managing the contract and any relevant interactions with other departments or agencies.*

### **C. Project Background**

*For more complicated, long-term projects, expand on Section I.A, Introduction; Statement of Purpose, by providing more detailed information regarding the department function that will be affected by the services sought by this RFP. For example, describe factors such as population affected, staff and facilities involved, special funding or initiatives, and the department's goal and objectives for the project. Any policies, procedures, consent decrees or other legal mandates related to the procurement of services through the RFP should be explained.*

### **D. Request for Proposals**

*State the department's desire to receive proposals from potential contractors for the services and/or goods sought by the RFP. Describe in a short statement what type of firm the department seeks; whether the contract may be particularly appropriate or inappropriate for particular types of entities (sole proprietors, non-profits, etc.); whether the department anticipates selecting, or reserves the right to select, multiple applicants with which to contract; and what roles and responsibility that the contractor must assume under the contract. More detail on the type of firm being sought can be provided in a later section (e.g. Section II.A, Project Details, or Section II.C, Selection Process).*

### **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

*The scope of work section is your opportunity to describe fully the services and/or tangible work products your department is seeking. To avoid confusion or ambiguity, use consistent terminology when describing these services and/or tangible work products. To ensure that the department obtains what is required, the scope of work must be written in clear, accurate and complete terms so that applicants:*

- *Understand what services and tangible work products (e.g. reports, charts, spreadsheets, training manuals, software code) the department requires;*
- *Can identify the tasks that are required to deliver the services and tangible work products;*
- *Have the information necessary to provide a high quality, fully responsive proposal;*
- *Are able to evaluate the resources necessary to satisfy the proposal requirements and their ability to provide them.*

*Except as noted, the RFP sections below are mandatory and must be included in the scope of work section of any RFP issued by your department because they represent and inform potential applicants of basic, minimum performance obligations for your project:*

### **A. Definitions (if applicable)**

*Identify and define or explain all terms used in the RFP or in any accompanying documents that are specific to an industry or field of work, to the department, or to the City, or that require special knowledge to understand. An applicant should not need to look outside the RFP to understand terms used in the RFP. Uncommon acronyms and abbreviations should be avoided. If definitions are not needed, delete this section and the corresponding Table of Contents section, and re-number accordingly.*

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

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- 
- 

### **B. Project Details**

*In this subsection II.B, describe the objectives the department is looking to achieve with this RFP. Each service and tangible work product the department identifies in subsection II.C should achieve or support one of these specific objectives. Include specific business objectives (e.g., reduce average time for resolving customer service requests by at least 2 hours) and functional objectives (e.g., allow customer service staff to route service requests for resolution).*

The Department's objectives for this project include the following:

*(List objectives here.)*

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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**

*Describe each of the principal services and tangible work products that must be completed for the department to achieve the objectives described in Section B above. Identify the tasks the department expects will be completed to deliver the services and work product. This will provide a basis for evaluating the responsiveness of each proposal and comparing it with other proposals.*

#### **1. Services**

The Department requires at least the services listed below, 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 K, *Organizational and Personnel Requirements*) responsible for completing the task. For each service specified, the Applicant should propose criteria to determine when the tasks comprising the service are satisfactorily completed. Applicants may propose additional or revised tasks and activities, but should explain why each is necessary to achieve the project objectives.

*(List services and tasks necessary to accomplish each service here.)*

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#### **2. Tangible Work Products**

*Describe the tangible work products that must be delivered for the project. Identify how each work product fits into the project. Provide detail for what makes up the work product (e.g. reports, charts, spreadsheets, software code)*

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 K, *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.

*(List tangible work products here.)*

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*The following is an example, for illustration purposes only, of a description of services and tangible work products, and the tasks and activities necessary for their completion. Departmental and project objectives determine the appropriate services and tangible work products for each RFP. The appropriate level of detail will depend on the project. In general, more detail provided to Applicants will produce more complete and detailed proposals.*

#### *Services and Work Products for Creating Training Materials*

*Services. Computer-Based Training—As part of training to be delivered, the Department requests computer-based training to facilitate future training needs after completion of the project. Applicants are instructed to identify the specific method of computer-based training in their proposal. Applicants should include all relevant details such as the size of training classes, and whether such training will be live or web based.*

*Work Products. Training Plan—The successful Applicant shall develop a training plan identifying the end-users to be trained, the type of training to be provided, the expected materials to be delivered in conjunction with the training, and a timetable for completion of each of these tasks.*

#### **D. Milestones (if applicable)**

*A “milestone” is a defined set of tasks, services and/or tangible work products that must be completed, delivered and accepted by the department as a condition of payment. If the RFP is for proposals to complete a specific project, as opposed to providing ongoing consulting or other services, then it should include this section describing how the department expects the work to be structured, i.e. the principal project stages or milestones. The anticipated completion time for each milestone in relation to project start should be identified in the project timetable (see Section E). Unless clearly precluded by the nature of the work, payments should be tied to the completion of specified milestones, with satisfactory completion of the applicable milestones a condition of payment. You might find that some of the services or the tangible work products outlined above may also serve as appropriate milestones. If milestones are not applicable to the project, delete this section and the corresponding Table of Contents section and re-number accordingly.*

The Department anticipates the work for this project will be organized into the following milestones (at a minimum), i.e. or groups of tasks, services and/or work products, listed below. For each milestone, the Applicant should propose criteria to determine when the milestone has been satisfactorily completed. Applicants may propose additional or revised milestones, or a project structure that does not rely on milestones, but should explain their reasons for the structure proposed and how it will facilitate completion of the work.

*(List Milestones and tasks necessary to accomplish each milestone here.)*

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

**E. Timetable (if applicable)**

*The timetable states the department's time requirements for initiation, progress and completion of the work. If the RFP is for proposals to complete a specific project, as opposed to providing ongoing consulting or other services, then it should include a timetable (schedule) for the completion of the project as a whole, and for the completion of specific milestones and tasks. The timetable can be in the form of a chart, like the example below, which can be modified to fit the project, or it can be in a different format. The RFP should require the Applicant to propose a final, detailed schedule for the work, subject to the department's review and approval. Fill in the anticipated overall project time in weeks in the blank below.*

The Department anticipates that the work required under this RFP will be completed within approximately \_\_\_ weeks after project start and according to the approximate schedule in the table below, based on the Department's identification of critical milestones and tasks. The scope of work proposed by Applicant should include a detailed project schedule that identifies all tasks, activities, deliverables, and milestones the Applicant proposes to carry out for the project and a time of completion (measured from project start date) for each. The Applicant should state the number of days following the Department's authorization to proceed under the City contract by which it will be ready to start the work, including any mobilization time. If the Applicant proposes a different overall time of performance, it should state its reasons.

*Example Timetable (department may choose to use a different format than the format presented below):*

Milestone	Task Description	Completion	Service / Tangible Work Product Description	Completion	Milestone Completion
I					Start + days
	[task]	Start + days	[work product]	Start + days	
	[task]	Start + days	[work product]	Start + days	
	[task]	Start + days	[work product]	Start + days	
II					Start + days
	[task]	Start + days	[work product]	Start + days	
	[task]	Start + days	[work product]	Start + days	
	[task]	Start + days	[work product]	Start + days	

*If the RFP is for proposals to perform ongoing consulting or other services, the department should state its expectations for timely performance and identify any anticipated tasks or services that are time sensitive, including the required completion times.*

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

*State the hours of operation for the department and whether the successful applicant will need to provide services or develop or deliver products in accordance with or outside of these regular hours of operation. State specific departmental needs, such as avoiding interruptions during certain peak hours and avoiding inaccessibility during City holidays. If appropriate, state how many hours of work per week are expected and whether the department requires on-call service, either routine or emergency. If certain departmental personnel will be required, state their availability and location. If the department requires certain work to be performed on department premises as opposed to the applicant's place of business, that should be stated and the location of the work identified.*

#### **G. Monitoring; Security**

*In addition to the language below, the department should provide specific information on how the contract will be monitored and managed by the department, for example, whether and how often inspection of the work under the contract will be made by department personnel and identification of the department personnel that will monitor the contract. Any special department security requirements should be stated, for example, in dealing with protected health information or confidential tax information.*

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.

#### **H. Reporting Requirements**

*In addition to the language below, provide such additional detail on reporting requirements as determined by the specific needs of the project for which the RFP is issued. Describe the type of reports required, desired format (oral or written), frequency of reports, the type of data or information to be reported (e.g. cost expenditure reporting, task completion), and any other specific reporting requirements, in particular, any reports that may be required for a grant or other funding source. Include any required meetings with department staff, e.g., periodic project status meetings.*

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.

#### **I. Specific Performance Standards (if applicable)**

*Describe any specific performance standards that are required to be met (specific industry standards, applicable laws or regulations, consent decrees, court orders, etc.) or any quality*



*control measures that will be utilized to measure whether the project is successful and completed in a timely manner. If no specific performance standards apply to the project, delete this section and the corresponding Table of Contents section and re-number accordingly.*

The City expects that the contract resulting from this RFP will include performance and quality standards for the project, including but not limited to the following:

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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.

## **J. Cost Proposal**

*State how the successful applicant will be compensated under the contract – fixed price compensation (often preferable because it greatly reduces the risk of unplanned cost overruns and simplifies contract management) or compensation on an hourly rate basis for time expended. Describe any specific allowable or unallowable costs, including any that are based on restrictions imposed by a grant agency or other funding source. State any restrictions on indirect costs (overhead) the department will pay. If compensation is based on hourly rates, state any not-to-exceed limits on hourly rates. Also state whether overtime is allowed/expected and if so, define what hours will be considered overtime, require applicants to include the overtime hourly rate in their cost proposal, and state any limits the department seeks to impose on the overtime hourly rate. For larger projects – for example, those that are expected to occur over a longer period of time, will be performed in phases, and/or may exceed \$100,000 in value - it is recommended that the department develop a “fill in the blank” cost or budget form to be attached as an appendix to the RFP and used by applicants as a uniform method of obtaining the cost information required to evaluate competing cost proposals. Where the department wishes to communicate a hard cap in potential contract funding, it may also state that it will not consider proposals in excess of a stated dollar amount, including all compensation, expenses and any other amounts to be paid by the department.*

*Depending on the method of compensation contemplated by your department in the resulting contract, select from the options below for the appropriate compensation language to appear in the RFP. If your RFP does not follow a compensation format described below, you may draft your own language to describe the cost proposal or model your language from one of the two options below. If you are unsure as to what cost proposal is most appropriate for a given service or project, contact your department fiscal officer or budget analyst for guidance.*

### *Option 1, for Fixed Price Compensation:*

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.

*Option 2, for Hourly Rate Compensation:*

Applicants must state hourly rates for all personnel, identified by education level, skill set, experience level, and job title, who will perform work under any contract resulting from this RFP. For each task necessary to perform a service, deliver a tangible work product, or, if included in this RFP, accomplish a milestone identified in this RFP and/or the Applicant's proposed scope of work, the Applicant must state a firm estimate of the number of hours required to complete that task for each hourly rate that applies to each level of personnel identified to perform that task. Any contract resulting from this RFP will provide for a not-to-exceed amount in the compensation section of the contract.

*If the department has determined not-to-exceed hourly rates, they should be stated in this subsection by inserting a sentence such as the following in the foregoing paragraph:*

The Department expects that hourly rates shall not exceed the following for each of the following types of work: \$\_\_\_/hr for \_\_\_\_\_; \$\_\_\_/hr for \_\_\_\_\_; \$\_\_\_/hr for \_\_\_\_\_.

## **K. Organization and Personnel Requirements**

*Require Applicants to identify all personnel they will use to perform the work, by education level skill set, experience level, and job title. Require Applicants to provide resumes for all identified project personnel. Describe in detail any preferred or required organization structure or personnel characteristics and/or minimum eligibility criteria or qualifications that are specific to the project and the work required for performance under the contract (for example, licensing requirements, criminal background checks, minimum years of experience in the field).*

*Consider requiring information from applicants on the following and, if appropriate, state whether any of the following constitutes a minimum qualification for performance:*

- *Organization structure: the management, administrative, or technical project staff structure; whether non-profit or for-profit.*
- *Organization history/experience: years of experience, experience with project of a similar size/scope*
- *Organization's references*
- *Technical expertise of personnel: licenses, certifications, years of experience*
- *Financial capacity requirements*
- *Insurance 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:

*(List any organization and personnel requirements here)*

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**L. Technology Capabilities** *(if applicable)*

*Specify any desired or required technology capabilities that applicants must demonstrate and/or use in the work. Identify technology resources that the department can provide and resources the applicant must provide, such as workstations, overhead projectors, cabling, presentation tools, etc. In stating what the department can provide, identify versions (e.g., workstations use Word 2002) and what version the applicant must use or be compatible with. Clearly identify any required technology that the department cannot provide.*

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

The City will provide the following technology capabilities and resources: \_\_\_\_\_

**M. Alternative Solutions** *(if applicable)*

*In some cases, for example, when large expensive or long-term projects, or projects with which your department has little or no experience, are involved, it may be desirable to invite applicants to propose their own solutions or approaches to accomplishing the objectives of the RFP as an alternative to the tasks outlined by your department. In such cases it is extremely important that you have clearly articulated the City's ultimate objectives for the project. Where alternative solutions are invited, you should also require applicants to accompany the alternative solutions with alternative budgets so that you can adequately evaluate not only the quality and creativity of alternative solutions, but also their cost. In addition to detailing the any necessary project specific information in this subsection, also include the following, adapting as appropriate:*

If an Applicant offers options and/or alternative solutions that are not requested in this RFP or are not included in its proposed prices, the Applicant must provide the following information for each:

- A detailed description of the option/alternative solution (including, but not limited to, all features, functionality, and/or services that will be unavailable if the option/alternative is not purchased);
- If not included in the proposed prices, a full explanation of the rationale for not including;
- Detailed cost information for each option/alternative, in accordance with the cost proposal requirements of the RFP.

**N. Available Information** *(if applicable)*

*The RFP should identify any documents (e.g. industry standards, feasibility studies, task force reports, annual plans, needs analysis studies, consent decrees, laws or regulations) that are pertinent to the proposed project and necessary for a thorough understanding of the project. Whenever possible, such documents should be included as an appendix to the RFP. If inclusion as an appendix is impossible, an electronic copy should be made available elsewhere on the*

*eContract Philly website, the RFP should state an Internet site where the materials are available, or hard copies should be made available at a location designated by the department.*

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

#### **A. Proposal Format**

*The RFP should require applicants to submit proposals that follow a standardized, uniform format. Standardizing the format will assist the review team in evaluating each proposal based on the same parameters. If appropriate, you should provide an overall page limit in order to prevent overly lengthy submissions.*

*In addition to the City's standard appendices (e.g. General Provisions, OEO Antidiscrimination Policy and Participation and Commitment Form, City of Philadelphia Tax Status and Clearance Statement), you should detail and include as an appendix any forms that your department or the project requires from applicants as part of their proposal (e.g., applicant cover sheet, standard budget template, grant-mandated forms.)*

*The following is a sample format for the organization of applicants' proposals. Items 1-15 are mandatory as they seek information that should be required by any RFP issued by the City regardless of the project in question; item 16 (anticipated job creation) is optional but may be appropriate for larger projects or projected funded by federal or state grants. The department should further tailor the required format as appropriate for the particular project.*

*This sample format contemplates that a version of the General Provisions will be attached to the RFP as Appendix A, the appropriate version of the Antidiscrimination Policy and "Solicitation for Participation and Commitment Form" will be attached to the RFP as Appendix B, and the Tax and Regulatory Status and Clearance Statement will be attached to the RFP as Appendix C. These are standard appendices which must be attached to all RFPs issued by the City. If the department finds it necessary to change the order in which these appendices are referenced in the body of the RFP (for example, if other appendices will be referenced and attached before or in between the three appendices discussed here), the department must reletter the appendices accordingly and search the substantive provisions of this RFP template to insure that all references to attached appendices are correctly identified.*

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

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

a. Applicant's business identification information, including name, business address, telephone number, website address, and federal taxpayer identification number or federal employer identification number;

b. A primary contact for the Applicant, including name, job title, address, telephone and fax numbers, and email address;

c. A description of Applicant's business background, including, if not an individual, Applicant's business organization (corporation, partnership, LLC, for profit or not for profit, etc.), whether registered to do business in Philadelphia and/or Pennsylvania, country and state of business formation, number of years in business, primary mission of business, significant business experience, whether registered as a minority-, woman-, or disabled-owned business or as a disadvantaged business and with which certifying agency, and any other information about Applicant's business organization that Applicant deems pertinent to this RFP.

#### 4. Project Understanding

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

#### 5. Proposed Scope of Work

Provide a proposed scope of work, including a cost proposal and project timetable (schedule), in accordance with Section II, "Scope of Work," of this RFP.

#### 6. Statement of Qualifications; Relevant Experience

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.

#### 7. References

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. If applicable, Applicant should provide references for projects with other municipalities that are similar in size to the City of Philadelphia. 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, Applicants must include a completed Solicitation for Participation and Commitment Form when responding to an RFP that contains ranges for the participation of M/W/DSBEs. The form is provided with Appendix B-1 to this RFP. If Applicant is a nonprofit organization, such applicants must include a completed “Diversity Report of Nonprofit Organizations” on the form provided with Appendix B-2 of this RFP. If the Nonprofit Organization is responding to an RFP that contains ranges, in addition to the Diversity Report of Nonprofit Organizations, it must also submit a Solicitation for Participation and Commitment Form. (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.

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 one or more of the following:

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

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)

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 eContract 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 anticipate annual hourly rate.

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

*This section refers to the City's standard contract terms and conditions that are typically described in a version of the General Provisions specific to the category of services sought and/or the purchasing department. The contract terms are incorporated in the RFP by attaching the appropriate version of the General Provisions as an appendix to the RFP and including the language below. Departments have the option, with the Law Department's approval, of summarizing the contract terms in a later section of the RFP rather than attaching the General Provisions. The summary section must be drafted by the Law Department, which will also provide the corresponding RFP paragraph. If you are not sure which version of the*

*General Provisions is applicable to your RFP, check with your conformance manager or with the Law Department.*

*The purpose of this Notice to Applicants is to promote early disclosure of contract negotiation issues by requiring applicants to request any change (often referred to as “waivers”) to the City’s standard contract terms as part of their proposal. The early identification of contract issues will assist in the evaluation of proposals and expedite the contract negotiation process with the selected applicant, leading more quickly to a final conformed contract.*

*Attach the applicable General Provisions and include the following paragraphs.*

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.

## **B. Health Insurance Portability and Accountability Act (HIPAA)**

The work to be provided under any contract entered into pursuant to this RFP may be subject to the federal Health Insurance Portability and Accountability Act (HIPAA), as amended, and/or other state or federal laws or regulations governing the privacy and security of health information. The selected Applicant must comply with the “Terms and Conditions Relating to Protected Health Information” which are posted on the City’s website at <https://secure.phila.gov/eContract/> under the “About” link and which will be incorporated into the contract by reference.

## **D. Office of Economic Opportunity – Participation Commitment/Diversity Reports**

*The department must propose participation ranges for minority (MBE), woman (WBE), and disabled-owned (DSBE) business enterprises (collectively, M/W/DSBEs) under Mayoral Executive Order 03-12, the City’s Antidiscrimination Policy. The Office of Economic Opportunity (OEO) must review the RFP to determine whether the participation ranges proposed by your department are appropriate at least two weeks in advance of posting the RFP on eContract Philly. In limited instances, participation ranges may be difficult to propose because of the nature of the scope of work and availability of M/W/DSBEs; in those instances, subject to the review and written approval of OEO, the RFP will not contain participation ranges. OEO will provide the appropriate Antidiscrimination Policy template which must be included as an Appendix to this RFP. Note that there are two versions of the Antidiscrimination Policy template; both versions require applicants to exercise “Best and Good Faith Efforts.” One version contains the OEO approved participation ranges and the other version does not contain participation ranges. Both versions of the Antidiscrimination Policy are followed by the “Solicitation for Participation and Commitment” form” which applicants should complete to describe the “Best and Good Faith Efforts” they exercised whether responding to ranges or no ranges.*

***Unless your opportunity requires an EOP (see below), each RFP must contain one of the two versions of the Antidiscrimination Policy.***

*Nonprofit Applicants:* *Mayoral Executive Order 03-12 establishes different (and where OEO has established ranges, additional) diversity-related policies and contract requirements for applicants that are nonprofit organizations. The Antidiscrimination Policy which is included in the RFP template as Appendix B-2 is applicable to applicants that are nonprofit organizations. Appendix B-2 includes the form, “Diversity Report of Nonprofit Organizations,” which nonprofit applicants are to complete and submit with their proposal in order to demonstrate their compliance with the diversity reporting requirements contained in the Executive Order. The “Diversity Report of Nonprofit Organizations” form is included in Appendix B-2 attached to this*

*RFP template and should be included in all RFP solicitations just as the “Solicitation for Participation and Commitment” form is attached behind Appendix B-1. The “Diversity Report of Nonprofit Organizations” form is also available on the City’s intranet website at <http://citynet.phila.gov/contracts/templates.html>. Note, however, that if a nonprofit organization responds to an RFP where OEO has established ranges, in addition to the “Diversity Report of Nonprofit Organizations,” the nonprofit organization must also submit a “Solicitation for Participation and Commitment” form.*

*Economic Opportunity Plan (EOP): Where the contract amount exceeds Two Hundred Fifty Thousand Dollars (\$250,000) in value **and** City Council approval of the contract is required, the Department should consult with the Law Department and OEO as to whether Philadelphia Code Chapter 17-1600 requires an Economic Opportunity Plan (EOP) in lieu of the Antidiscrimination Policy.*

*Select the appropriate paragraphs from the two options below per OEO’s approval and delete the other option:*

*Option 1: Where OEO has approved participation ranges for this RFP, the following paragraphs must be included in the RFP along with the Appendix for participation ranges which will be furnished to your department by OEO:*

Each Applicant is subject to the provisions of Mayoral Executive Order 03-12, the City’s Antidiscrimination Policy, and is required to exercise its “Best and Good Faith Efforts” in response to the ranges specified in the Appendix B-1 portion of Appendix B, included with this RFP 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. Forms, instructions and special contract provisions for the Antidiscrimination Policy explain these requirements in more detail and are included in Appendix B-1 to this RFP. Applicants are required to complete and return with their proposals the “Solicitation for Participation and Commitment” form which is included in Appendix B-1. The City encourages proposals from M/W/DSBE Applicants. M/W/DSBE Applicants, like all other Applicants, are required to submit a proposal that is responsive to the Antidiscrimination Policy. The M/W/DSBE Applicant will receive credit towards the participation range for its certification category (i.e., MBE range, WBE range or DSBE range).

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 in addition to the Solicitation for Participation and Commitment form.

*Option 2: Where, subject to OEO’s approval, there are no participation ranges for the RFP, the following paragraphs must be included in the RFP along with the Appendix for no participation ranges which will be furnished to your department by OEO:*

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.

#### **E. The Philadelphia Tax and Regulatory Status and Clearance Statement**

*This section requires applicants to complete and submit with their proposal a "City of Philadelphia Tax and Regulatory Status and Clearance Statement Form" (Appendix C to this RFP template) that provides tax identification information for the applicant and enables the City to investigate City records to determine tax status and compliance with City revenue and regulatory codes. Applicants are put on notice that the City will refuse to contract with any individual, business or other legal entity that is not in good standing with respect to these local laws. Every applicant must complete and submit this form. The department should use the form to confirm the accuracy of all information for the successful applicant (including address, Federal Employer Identification Number or Social Security Number, and for those applicants that currently do business, or otherwise have an economic presence in the City, their Philadelphia Business Income and Receipts Tax Account Number (formerly Business Privilege Tax Account Number), and Commercial Activity License (formerly Business Privilege License Number) prior to routing an awarded contract in ACIS. Once the department has initiated the contract in ACIS, the Contract Unit of the Office of the Director of Finance will send to the Revenue Department the tax information about that applicant and Revenue will notify the Contract Unit regarding its tax status. If the applicant is not in good standing, the Contract Unit will notify the department conformance manager and project manager. Applicants who are not in good standing will have an opportunity to reach satisfactory arrangements with the City. It will be the department's responsibility to notify winning applicants that before the City will enter into a contract with such applicants, they must contact the Revenue Department (direct contact information will be provided when the department is notified the applicant is out of compliance) to resolve any outstanding tax issue. As soon as satisfactory arrangements have been made with such applicants, the department will be notified that the contract may proceed.*

*The following paragraphs put applicants on notice of these policies and procedures and are required in all RFPs.*

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](mailto: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.<sup>1</sup> Applications for a Business Income and Receipts Tax Account Number or a Commercial Activity License<sup>2</sup> may be made on line by visiting the City of Philadelphia Business Services Portal at <http://business.phila.gov/Pages/Home.aspx> and clicking on "Register Now." If you have specific questions, call the Department of Revenue at 215-686-6600 for questions related to City of Philadelphia Business Income and Receipts Tax Account Number or the Department of Licenses and Inspections at 215-686-2490 for questions related to the Commercial Activity License.

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<sup>1</sup> 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.

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

#### **F. Compliance with Philadelphia 21<sup>st</sup> 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 21<sup>st</sup> 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 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,<sup>3</sup> the General Provisions, and the About/Minimum Wage and Equal Benefits Ordinances Impacting Some City Contractors links on the eContract 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.

#### **G. Certification of Compliance with Equal Benefits Ordinance**

If this RFP is a solicitation for a “Service Contract” as that term is defined in Philadelphia Code Section 17-1901(4) (“A contract for the furnishing of services to or for the City, except where services are incidental to the delivery of goods. The term does not include any contract with a governmental agency.”), and will result in a Service Contract in an amount in excess of \$250,000, pursuant to Chapter 17-1900 of the Philadelphia Code (*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,

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<sup>3</sup> A link to the Philadelphia Code is available on the City’s official web site, [www.phila.gov](http://www.phila.gov). Click on “City Code and Charter,” located to the bottom right of the Welcome page under the box “Transparency.”



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 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 eContract Philly home page.

#### **H. 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.

#### **I. LGBTQ Applicant Opportunity Data**

*Department please note that the "LGBTQ Applicant Opportunity Data" form is a fillable PDF available on the City's intranet website at <http://citynet.phila.gov/contracts/templates.html> and must be attached to this RFP as a PDF at Appendix E*

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.

## **J. Mandatory Online Application Requirements**

You must apply online in order to be eligible for award of the non-competitively bid contract opportunity described in this RFP; proposals and any other related documents prepared in response to this RFP will not be considered unless they are filed to the correct contract opportunity established for this RFP (identified by opportunity number), within the prescribed time period, through eContract Philly, which can be accessed on the City's website at [www.phila.gov/contracts](http://www.phila.gov/contracts) by clicking on eContract Philly.<sup>4</sup> The posting of this RFP on eContract Philly is also referred to as a Notice of Contracting Opportunity.

The City requires that any Applicant who establishes an account on eContract Philly and utilizes that account for the purpose of responding to a particular contract opportunity is the same individual or business entity that, if awarded the contract, will enter into and perform the resulting contract with the City. **Applicants MUST ensure that the company name and Tax Identification Number (TIN) with which they are registered on eContract Philly is the identical name and TIN under which they are submitting their application. Any deviation from this may result in the disqualification of the Applicant at the sole discretion of the City. If the Applicant wishes to apply for an opportunity using a name or TIN which is different from the registration account, the Applicant must register the new name and TIN with eContract Philly before submitting its application for the opportunity.** Except in the case of joint ventures, applications posted on eContract Philly from Applicants that purport to be filing an application on behalf of another individual or business entity will not be considered, even if the other business entity is an affiliate of the Applicant.

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

Pursuant to Chapter 17-1400 of the Philadelphia Code, Applicants are required to disclose their campaign contributions to political candidates and incumbents who are running for, or currently serving in, a local (Philadelphia) or state-wide elected office anywhere within the Commonwealth of Pennsylvania (federal campaign contributions are not included); any consultants used in responding to the RFP and contributions those consultants have made; prospective subcontractors; and whether Applicant or any representative of Applicant has

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<sup>4</sup> The eContract Philly website is compatible with Internet Explorer, Google Chrome and Apple Safari; but the site is not presently compatible with Mozilla Firefox.

received any requests for money or other items of value or advice on particular firms to satisfy minority-, woman- or disabled-owned business participation goals from City employees. This information, as well as a proposal or any other response document required, is part of the online application. For more information, please consult the reference materials found on the website, e-mail [econtractphilly@phila.gov](mailto:econtractphilly@phila.gov) or call 215-686-4914.

Applicants are advised that under Chapter 17-1400 individuals and businesses that make campaign contributions in excess of the amounts set forth in Section 17-1404(1), as periodically adjusted, are ineligible to enter into a City contract or subcontract at any tier. Applicants should take this into consideration in electing to apply for this opportunity or in selecting subcontractors if awarded a contract to perform the work sought by this RFP.

At their option, Applicants may require that their subcontractors disclose to the Applicants, the subcontractors' campaign contributions to political candidates and incumbents who are running for, or currently serving in, a local (Philadelphia) or state-wide elected office anywhere within the Commonwealth of Pennsylvania (federal campaign contributions are not included). Disclosure forms may be found on the Disclosure/Eligibility – Subcontractor Disclosure tab on eContract Philly. Applicants are not required to submit these forms to the City.

**Applicants who have failed to file complete applications to the correct opportunity – including the online disclosure forms – through the eContract Philly online application process prior to the closing date and time will not be considered for the contract.**

You are encouraged to start and complete your online application on eContract Philly as early as possible. Please be aware that internet connection speed depends on a variety of factors including: configuration of your computer, configuration of your business or home network, the condition of the wiring at your location, network or internet congestion (available bandwidth). Please prepare and plan accordingly to ensure a timely submission. Your proposal and other application documents will not be considered submitted until you sign the application and click on the “submit” button at the conclusion of the eContract Philly process. It is your responsibility to make sure that you have signed and submitted your complete application to the correct contract opportunity established for this RFP.

You can begin uploading (or attaching) your proposal and other application materials at any time. It is especially prudent for you to start uploading your attachments earlier if you have a large number of attachments (e.g. over five documents) or larger-sized attachments (e.g. above 5 MB). Please be advised that the eContract Philly website will not accept documents larger than 8 MB. If you have documents larger than 8 MB, you must separate them into smaller documents in order to successfully upload them to the system. Until you sign and submit your application, your materials are not accessible to any staff with the City of Philadelphia. Once you have signed and submitted your application, your application is accessible only to appropriate contract staff within the City of Philadelphia.

You are advised that any individual who signs and submits an application on eContract Philly must be an authorized signatory of the Applicant, authorized to both bind the Applicant to its proposal and to make the disclosures required to complete the eContract Philly process.



Therefore, in conjunction with their electronic signatures provided at the conclusion of the submission of their applications online, signatories will be required to certify that they are the Applicant or are employees or officers of the Applicant duly authorized to execute the application and make disclosures on the Applicant's behalf; and they represent and covenant that, to the best of their knowledge after appropriate inquiry, all of the information and disclosures provided are true and contain no material misstatement or omissions.

#### **K. Selection Process**

*The department must state the selection criteria by which it will choose a winning applicant. Departments should include selection criteria that are clear and specific so that applicants can decide whether they are eligible and therefore should apply. Departments should identify selection criteria that will help them choose the most appropriate vendor, but departments cannot list any selection criterion that could be construed as illegal or unfairly favoring a particular vendor. The stated selection criteria must be the basis for selection and should be determined with that in mind. In this section, the department may, at its option, describe its overall selection or evaluation process. The RFP must include the introductory paragraph advising applicants that cost is not the sole or determinative factor in proposal evaluation and the selection criteria listed below (1-12), which are standard criteria for award stated on eContract Philly).*

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 a person or entity 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.

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
2. Eligibility under Code provisions relating to campaign contributions
3. Superior prior experience of Applicant and staff
4. Superior quality, efficiency and fitness of proposed solution for City Department
5. Superior skill and reputation, including timeliness and demonstrable results
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
10. Anticipated long-term cost effectiveness
11. Meets prequalification requirements

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

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 eContract Philly website (go to <http://www.phila.gov/contracts> and click on eContract Philly) 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.

*The 12 mandatory, standard criteria listed above may be amplified by a department, at its option and as appropriate to the project, by listing more specific criteria as bullets following the standard criteria to which the more specific criteria relates. The following are examples:*

*Standard Criteria 1. Superior ability or capacity to meet particular requirements of contract and needs of City Department and those it serves or Standard Criteria 4.*

*Superior quality, efficiency and fitness of proposed solution for City Department*

- *Proposed project plan/strategy/solution for meeting department requirements*
- *Utilization of most efficient methodology*
- *Innovativeness of solution*
- *Utilization of best practices*
- *Ability to meet project deadlines under proposed project plan/strategy/solution*
- *Staffing model*
- *Vendor capacity*
- *Staffing qualifications (e.g., staff prior experience, education, licenses, professional achievements)*
- *Technical, administrative, financial capacity*
- *Specific licensure requirements for organizations/businesses (must be identified)*

*Standard Criteria 3. Superior prior experience of Applicant and staff*

- *Specialized experience (must be specified)*
- *Documented prior experience in performing project(s) of similar size and scope to the work sought by the RFP*
- *Demonstrated ability to meet project deadlines*

*Standard Criteria 5. Superior skill and reputation, including timeliness and demonstrable results*

- *Vendor profile*
- *Business integrity and reputation in the industry*

*Standard Criteria 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 or Standard Criteria 12.*

- *Anticipated job creation*
- *Shared commitment to achieving the objectives of Executive Order 03-12 which strives for the inclusion of Minority, Woman and Disabled Owned Businesses in all phases of City contracting*

*Standard Criteria 8. Lower cost, Standard Criteria 9. Administrative and operation efficiency, requiring less City oversight and administration, and Standard Criteria 10. Anticipated long-term cost effectiveness*

- *Cost-effectiveness, proposed savings*
- *Price, fee caps and other cost control measures*
- *Amount of proposed revenue generated for the City*
- *Expressed willingness to comply with City and/or department standard contract terms (e.g., indemnification, insurance, nondiscrimination)*

*Standard Criteria 11. Meets prequalification requirements*

- *insert here any special prequalification criteria that you establish for the project for which the RFP is issued*

#### **IV. Proposal Administration**

**A. Procurement Schedule** *Include an anticipated schedule for the RFP process with the following suggested milestones and their anticipated dates, tailored as appropriate to your project. If you plan to hold a pre-proposal meeting, inform your contact in the Office of Economic Opportunity so that they can attend the meeting. If you plan to require or encourage applicants to visit the department's project site, include "Site Visit" and date/time and location details. If you plan to conduct interviews with applicants or to require or permit applicant presentations, include "Applicant Interviews, Presentations" and the approximate dates they will be conducted.*

RFP Posted	<i>Date</i>
Pre-Proposal Meeting	<i>Date, Time, Location,</i>
Site Visit	<i>Date(s), Time(s), Location(s)</i>
Applicant Questions Due	<i>Date</i>
Answers Posted on eContract Philly Website	<i>Date</i>
Proposals Due	<i>Date</i>
Applicant Interviews, Presentations	<i>Approximate dates</i>
Applicant Selection	<i>Approximate date</i>
Contract Execution	<i>Approximate date</i>
Commencement of Work	<i>Approximate date</i>

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](http://www.phila.gov/contracts) (click on *eContract Philly*). The other dates/times listed may be changed without notice to prospective Applicants.

#### **B. Questions Relating to the RFP**

*Provide directions on how applicants can ask questions and include the deadline for question submission. All responses to applicant questions the department elects to answer, including those raised at the pre-proposal conference if one is held, must be posted on eContract Philly. Responses to applicant questions become part of the RFP and applicants are entitled to rely on them. Answers must therefore be considered carefully. If you are uncertain how to frame the*

answer to a question, or whether an answer should be provided at all, the Law Department will assist you.

All questions concerning this RFP must be submitted in writing via email to \_\_\_\_\_ {name and contact information for responsible City RFP contact} no later than \_\_\_\_\_ {date and time}, 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](http://www.phila.gov/contracts) (click on *eContract Philly* 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. Pre-Proposal Conference, Site Visits, Inspection of Materials** *(if applicable)*

*If requiring or encouraging applicant visits to the department's project site, or the inspection of department facilities or materials relevant to the work, that must be stated in this RFP section, with the date(s), time(s) and location(s) for the site visit(s), and directions on how to access materials for inspection.*

*If the department elects to hold a pre-proposal conference, state the date, time, and location of the conference. You may require or encourage applicants to submit written questions in advance of the pre-proposal conference. Indicate whether your pre-proposal conference is optional or mandatory.*

A pre-proposal meeting to review the requirements of this RFP will be held in Philadelphia, Pennsylvania on \_\_\_\_\_, 20\_\_\_\_, starting at \_\_\_\_\_, at the following location: \_\_\_\_\_, (street address, floor number/room number), Philadelphia, PA 19\_\_\_\_. Attendance at the pre-proposal meeting is \_\_\_\_\_. [optional or mandatory]. (Select one. If the pre-proposal meeting is optional, deleted the bold paragraph which follows immediately below.)

**The City believes that attendance at the pre-proposal meeting is essential for successful participation in this RFP procurement and expects every Applicant to attend. The City reserves the right, in its sole discretion, to reject without evaluation the proposal of any Applicant that does not attend the meeting.**

**D. Interviews; Presentations** *(if applicable)*

*If you expect to interview applicants or have them make presentations, state that interviews and/or presentations are required in this section. State that the costs of interviews and presentations (including travel) are the responsibility of the applicant. If only some applicants may be invited for interviews or presentations, you must clearly state that that will be the case.*

**E. Term of Contract**

*In this section, you should describe the anticipated contract term, which generally may not be for more than one year, with up to three additional one-year renewals at the City’s option. An initial term or renewal term of more than one year generally requires approval by City Council by ordinance. You must have Law Department approval to provide in the RFP for a contract term of more than one year in order to ensure that the contract is eligible for a longer term.*

*Option 1: The following language should be used for contracts with a one-year initial term with the option to renew for three additional one-year terms).*

It is anticipated that the initial term of the Contract shall commence on \_\_\_\_\_ {month, day, year} (the “Initial Term”) and, unless sooner terminated by the City pursuant to the terms of the Contract, shall expire up to twelve months thereafter, on \_\_\_\_\_ {month, day, year}. 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.

*Option 2: The following language should be used for contracts with a term of more than one year where City Council approval is required (consult with the Law Department in such cases).*

Applicants are advised that the contract resulting from this RFP will require the approval of Philadelphia City Council prior to execution. By submitting a proposal in response to this RFP, Applicants acknowledge their understanding and agree that any proposed contract with the selected Applicant will be (i) submitted to City Council in the form of a proposed ordinance; (ii) subject to the customary councilmanic process of public notice and hearing for the enactment of legislation by City Council; and (iii) may not result in a final, executed contract unless the proposed contract, and all terms and conditions contained therein, receives a majority vote in favor of the contract.

## **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 eContract Philly with the original Opportunity Details. It is the Applicant’s responsibility to check the eContract 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**

*The following language ensures the proposal submitted is binding for a minimum of 180 days following the application deadline of the RFP. Departments may increase or decrease the period for which proposals are 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><b>Amount of Contract or Amendment</b></u>	<u><b>For-Profit Fees</b></u>		<u><b>Non-Profit Fees</b></u>	
	<u><b>Contract</b></u>	<u><b>Amendment</b></u>	<u><b>Contract</b></u>	<u><b>Amendment</b></u>
\$0-\$30,000	\$50	\$50	\$50	\$50
\$30,001-\$100,000	\$200	\$170	\$100	\$85
\$100,001-\$500,000	\$500	\$340	\$200	\$170
\$500,001-\$1,000,000	\$900	\$520	\$300	\$260
Over \$1,000,000	\$1,500	\$1,000	\$500	\$500

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.

*Different versions of this section apply to contracts of the Department of Public Health, the Department of Human Services, the Office of Behavioral Health and Intellectual disability Services, and the Office of Supportive Housing. Those versions are available from Ellen Clemente and Jonathan Janiszewski in the Law Department.*

#### **E. Reservation of Rights**

By submitting its response to this notice of contract opportunity as posted on the eContract Philly web site ("eContractPhilly"), 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 eContract Philly in relation to this "New Contract Opportunity" as published on eContract Philly, including, without limitation, the information posted for this opportunity on the "Detailed Information for Opportunity" page, in the eContractPhilly "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 eContractPhilly.

## 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 eContractPhilly.

### 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.



## APPENDIX A

### THE CITY OF PHILADELPHIA PROFESSIONAL SERVICES CONTRACT GENERAL PROVISIONS FOR \_\_\_\_\_ {SPECIFY} SERVICES

*Attach the appropriate General Provisions as Appendix A to the RFP. If you are unsure which version of the standard General Provisions to use or if your RFP should describe specific terms and conditions not contained in a standard version of the General Provisions, please consult the Law Department.*

*All General Provisions contain the relevant insurance requirements. In certain cases, however, Risk Management may want to impose higher insurance requirements than what exists in the template General Provisions. If this is the case, you will have to include an additional appendix to describe the alternative insurance requirements. Risk Management may impose higher insurance requirements in the following situations:*

- *Where the contractor is handling City money either physically or virtually*
- *For large IT design, software, and implementation contracts*
- *For large architecture and engineering design contracts.*

*Reminder:* *Delete these italicized instructions in the final draft of your RFP.*

**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 is in two parts: Appendix B-1, applicable to all applicants, for-profit and nonprofit organizations, and Appendix B-2, containing special contract requirements and an additional form only applicable to applicants that are nonprofit organizations.*

*Instructions for Appendix B-1: Attach the appropriate version of the Antidiscrimination Policy (with participation ranges or without participation ranges), as provided by OEO. Attach the “Solicitation for Participation and Commitment” form” to the version of the Antidiscrimination Policy provided by OEO.*

*Instructions for Appendix B-2: Include as part of Appendix B-2 the OEO form “Diversity Report of Nonprofit Organizations,” which is incorporated in this RFP template as Appendix B-2. The “Diversity Report of Nonprofit Organizations” form is also available on the City’s intranet website at <http://citynet.phila.gov/contracts/templates.html>.*

*Reminder: Delete these italicized instructions in the final draft of your RFP.*

## **APPENDIX B-1**

*(Placeholder for version of Antidiscrimination Policy provided by OEO (with ranges or without ranges) and “Solicitation for Participation and Commitment” form.)*

## **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**

<b>1 DEMOGRAPHIC BREAKDOWN OF WORKFORCE</b>								
Please provide the following demographic breakdown of your workforce by race/ethnicity/gender/ disability:				#	%		#	%
African American						Males		
Asian/Pacific Islander							Females	
Caucasian								
Disabled								
Hispanic								
Native American								
Other								
Total Number of Employees								
<b>2 DEMOGRAPHIC BREAKDOWN OF BOARD COMPOSITION</b>								
Please provide the following demographic breakdown of your Board of Directors or Trustees by race/ethnicity/gender/disability:				#	%		#	%
African American						Males		
Asian/Pacific Islander							Females	
Caucasian								
Disabled								
Hispanic								
Native American								
Other								
Total Number of Directors or Trustees								
<b>3 SUPPLIER DIVERSITY</b>								
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 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**



Minority/Woman/Disabled Business Enterprise (M/W/DSBE)

**Individual Sole Practitioner  
Self Verification  
Registration Application**

OFFICE OF ECONOMIC OPPORTUNITY (OEO)

ONE PARKWAY BUILDING  
1515 ARCH STREET, 12<sup>TH</sup> FLOOR  
PHILADELPHIA, PA 19102  
(215) 683-2000, (215) 683-2085 FAX

1. BUSINESS NAME			2. BUSINESS PRIVILEGE LICENSE NO.														
3. BUSINESS ADDRESS			4. BUSINESS TELEPHONE NO.														
5. CITY	6. STATE	7. ZIP CODE	8. FAX TELEPHONE NO.														
9. HOME ADDRESS (If Different from Business)			10. HOME TELEPHONE NO.														
11. CITY	12. STATE	13. ZIP CODE	14. MOBILE PHONE NO.														
15. BUSINESS OWNER (Name & Title)																	
16. BUSINESS CONTACT PERSON (Name & Title)			17. DESCRIPTION OF PRIMARY SERVICE														
18. BUSINESS WEB ADDRESS			19. E-MAIL ADDRESS														
20. DATE BUSINESS ESTABLISHED:		21. FEDERAL TAX ID NO. (If no Federal ID No. – Soc. Sec. NO.)															
22. MINORITY STATUS: (Check one box)																	
<table border="0"><tr><td><input type="checkbox"/> AFRICAN AMERICAN MALE</td><td><input type="checkbox"/> NATIVE AMERICAN FEMALE</td><td><input type="checkbox"/> CAUCASIAN FEMALE</td></tr><tr><td><input type="checkbox"/> AFRICAN AMERICAN FEMALE</td><td><input type="checkbox"/> ASIAN AMERICAN MALE</td><td><input type="checkbox"/> HISPANIC AMERICAN MALE</td></tr><tr><td><input type="checkbox"/> NATIVE AMERICAN MALE</td><td><input type="checkbox"/> ASIAN AMERICAN FEMALE</td><td><input type="checkbox"/> HISPANIC AMERICAN FEMALE</td></tr><tr><td colspan="3"><input type="checkbox"/> OTHER (Specify) _____</td></tr></table>						<input type="checkbox"/> AFRICAN AMERICAN MALE	<input type="checkbox"/> NATIVE AMERICAN FEMALE	<input type="checkbox"/> CAUCASIAN FEMALE	<input type="checkbox"/> AFRICAN AMERICAN FEMALE	<input type="checkbox"/> ASIAN AMERICAN MALE	<input type="checkbox"/> HISPANIC AMERICAN MALE	<input type="checkbox"/> NATIVE AMERICAN MALE	<input type="checkbox"/> ASIAN AMERICAN FEMALE	<input type="checkbox"/> HISPANIC AMERICAN FEMALE	<input type="checkbox"/> OTHER (Specify) _____		
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<input type="checkbox"/> AFRICAN AMERICAN FEMALE	<input type="checkbox"/> ASIAN AMERICAN MALE	<input type="checkbox"/> HISPANIC AMERICAN MALE															
<input type="checkbox"/> NATIVE AMERICAN MALE	<input type="checkbox"/> ASIAN AMERICAN FEMALE	<input type="checkbox"/> HISPANIC AMERICAN FEMALE															
<input type="checkbox"/> OTHER (Specify) _____																	
23. CITIZENSHIP STATUS:																	
<table border="0"><tr><td><input type="checkbox"/> US CITIZEN</td><td><input type="checkbox"/> LAWFUL PERMANENT RESIDENT</td></tr></table>						<input type="checkbox"/> US CITIZEN	<input type="checkbox"/> LAWFUL PERMANENT RESIDENT										
<input type="checkbox"/> US CITIZEN	<input type="checkbox"/> LAWFUL PERMANENT RESIDENT																
24. BUSINESS CERTIFICATION STATUS: (One or More Designations May Apply)																	
<table border="0"><tr><td><input type="checkbox"/> MINORITY BUSINESS ENTERPRISE (MBE)</td><td><input type="checkbox"/> WOMAN BUSINESS ENTERPRISE (WBE)</td></tr></table>						<input type="checkbox"/> MINORITY BUSINESS ENTERPRISE (MBE)	<input type="checkbox"/> WOMAN BUSINESS ENTERPRISE (WBE)										
<input type="checkbox"/> MINORITY BUSINESS ENTERPRISE (MBE)	<input type="checkbox"/> WOMAN BUSINESS ENTERPRISE (WBE)																
25. Validating Department		26. Department Head		27. Date													
28. Contract Amount		29. Contract Number															
\$ _____		# _____															

**NOTE: Please attach Resume.**

#### IV. REGISTRY APPLICATION

Applicant represents that it is a sole practitioner and will perform as such on any City contract awarded to it or in which it participates as an MBE, WBE. Applicant hereby verifies that all information contained in this application is true and correct; any material omission or submission of false information is subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities. Applicant further acknowledges that it is a felony in the third degree under 18 Pa.C.S. Section 4107.2 if, in the course of performing on a City contract, it fraudulently obtains public moneys reserved for or allocated or available to minority business enterprises or women business enterprises.

A false or misleading statement or material omission made in connection with this application is sufficient cause for denial or removal of OEO registration and may result in the initiation of City Suspension and Debarment proceedings. The following are additional grounds for removal of OEO registration:

- The business has changed to the extent that the business is no longer beneficially owned and controlled by minority persons and women;
- An indictment or conviction of the owner(s) or business for a criminal offense related to obtaining, attempting to obtain or performing a public or private contract;
- Evidence that the business lacks business integrity and honesty. Such evidence may include initiation or completion of debarment proceedings against the business by a government agency;
- The business has had its eligibility as an MBE, WBE revoked by another government certifying program.

I understand and recognize that the information submitted in this application is for the purposes of being identified in the OFFICE of ECONOMIC OPPORTUNITY REGISTRY and having my participation counted as an MBE and/or WBE. I understand that OEO may, by means it deems appropriate, determine the accuracy and truth of the statements in this application. I authorize OEO or its designee(s) to contact, without limitation, any entity, individual, contractor(s), and client(s) for the purpose of verifying the information submitted and determining my eligibility for the OEO Registry.

I further agree as an on-going obligation, to fully cooperate with OEO and provide upon request, all information necessary to assist OEO in assessing the continuing validity of my firm's status as a bona fide MBE, WBE and in determining the commercial usefulness of my services/supply effort as an MBE, WBE on City contracts.

I \_\_\_\_\_ (Full Name Printed), Affirm under Penalty of Law  
that I am \_\_\_\_\_ (Title) of Applicant Firm \_\_\_\_\_

(Firm Name) and that I have read and understood all of the questions in this application and that all of the foregoing information and statements submitted in this application and any attachments and supporting documents are true and correct to the best of my knowledge, and that all responses to the questions are full and complete.

Executed on: \_\_\_\_\_  
Date

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

# City of Philadelphia

## QUESTIONNAIRE AND FINANCIAL STATEMENT FOR QUALIFYING SELLERS

\*No bid will be accepted unless this questionnaire with all questions fully answered, is filed with the Department having jurisdiction over the work proposed, on or before the date specified by the Procurement Department.

\*All information provided by a Seller in this questionnaire shall be used by the City in determining and assessing a Seller's qualifications and responsibility in accordance with Chapter 17-100 of The Philadelphia Code.

\*The City reserves the right to investigate any statement made herein, by means of information included in but not limited to that contained in this questionnaire. Any misrepresentation of fact, as determined by the City, may result in the disqualification of a seller.

\*Any material change in the financial, corporate, or business status of a qualifying seller that occurs subsequent to the time of submission of this questionnaire must be forwarded to the Procurement Commissioner immediately. Failure to do so, without limiting other remedies available to the City, may result in the disqualification of the seller from awards(s) under this Program.

\*All information on this questionnaire will be held strictly confidential, to the extent permitted by law.

DATE SUBMITTED	BID NUMBER	CONTRACTOR LICENSE NUMBER	FEDERAL EIN NUMBER	CITY BUSINESS TAX IDENTIFICATION #
SUBMITTED BY (PLEASE CIRCLE)      INDIVIDUAL      CORPORATION      PARTNERSHIP				
PRINCIPAL OFFICE ADDRESS				
PRINCIPAL OFFICE TELEPHONE NUMBER		PRINCIPAL OFFICE FAX NUMBER		E-MAIL ADDRESS
			<b>OEO REGISTRATION</b>	
			MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/>	
<b>CORPORATION</b>			<b>PARTNERSHIP</b>	
DATE OF INCORPORATION	STATE	CAPITALIZATION	DATE OF ORGANIZATION	TYPE GENERAL      LIMITED
<b>OFFICER</b>			<b>PARTNERS</b>	
PRESIDENT			NAME	
			ADDRESS	
VICE PRESIDENT			NAME	
			ADDRESS	
SECRETARY			NAME	
			ADDRESS	
TREASURER			NAME	
			ADDRESS	
			NAME	
			ADDRESS	

### EXPERIENCE AND EQUIPMENT

1. How many years has your organization been in business as a contractor under its present business name? **YEARS**  
 On a separate sheet of paper, list all other business names under which your organization has been in business as a construction contractor?
2. How many years experience has your organization had as a prime contractor in the type of construction work for which you seek qualification? **YEARS**
3. How many years experience has your organization had as a subcontractor in the type of construction work for

which you seek qualification?	YEARS
4. State the largest dollar amount of work your organization has done in any single year during the last five years as (1) a general contractor \$ _____ (2) a subcontractor \$ _____	
5. On a separate sheet of paper, describe the construction experience of the principal officers and managers (including superintendents) of your organization. Include: name of the individual and position/office, years of demolition experience, type of work in which the individual has experience (including size of project worked on), names of organizations worked for and positions/ responsibilities held, union affiliations.	
6. Has your organization within the last five years performed work for the City of Philadelphia that was not finally accepted by the City? <span style="float: right;"><b>Please circle YES NO</b></span> If "YES", state the City contract number and project name and attach an explanation of the circumstances surrounding the non-acceptance. Has any officer, partner, or other person active in the management of your organization, within the last five years, been an officer, partner, manager, or sole proprietor of another organization which performed work for the City that was not finally accepted by the City? <span style="float: right;"><b>Please circle YES NO</b></span> If "YES", state the name of the individual, the name and address of the organization, the City contract number and project name for the contract under which work was not finally accepted, and attach a detailed explanation of the circumstances surrounding the non-acceptance.	
7. Has the City, within the last five years, declared your organization in default of a City contract or otherwise terminated the contract? <span style="float: right;"><b>Please circle YES NO</b></span> If "YES", state the City contract number and project name and attach an explanation of the circumstances surrounding the declaration of default or termination. Has a commercial surety for your organization, within the last five years, been called upon to complete any work on a contract with the City? <span style="float: right;"><b>Please circle YES NO</b></span> If "YES", state the City contract number and project name and a detailed explanation of the circumstances. Has any officer, partner, or other person active in the management of your organization, within the last five years, been an officer, partner manager, or sole proprietor of another organization whose commercial surety was called upon to complete any work on a contract with the City? <span style="float: right;"><b>Please circle YES NO</b></span> If "YES", state the name of the individual, the name and address of the organization, the City contract number and project name for the contract the surety was called upon to complete, and attach an explanation of the circumstances.	
8. Has any officer, partner, or other person active in the management of your organization, within the last five years, been an officer, partner, manager, or sole proprietor of another organization that was declared in default of a City contract or otherwise terminated, or that failed to complete a City Contract? <span style="float: right;"><b>Please circle YES NO</b></span> If "YES", state the name of the individual, the name and address of the organization, the City contract number and project name for the contract defaulted or terminated and attach an explanation of the circumstances surrounding the declaration of default or termination.	
9. Has your organization ever failed to complete any work under, or been declared in default of, a contract awarded to it by a public or private owner other than the City of Philadelphia? <span style="float: right;"><b>Please circle YES NO</b></span> If "YES", attach a detailed explanation identifying the owner and bid/contract numbers (if applicable) for the project, stating whether the owner declared your organization in default of its contract, and describing the project, the type of work, the dates the work was started and stopped and the reasons the work was not completed.	
10. Has any officer, partner, or other person active in the management of your organization ever been an officer, partner, manager, or sole proprietor of another organization that failed to complete or was declared in default of a contract for a public or private owner other than the City of Philadelphia? <span style="float: right;"><b>Please circle YES NO</b></span> If "YES", state the name of the individual and attach a detailed explanation identifying the owner and bid/contract number (if applicable) stating whether the owner declared the organization in default of its contract, and describing the project, the type of work, the date the and stopped, the individual's role in the project, and the reasons the work was not completed.	
11. Has any officer, partner, or other person active in the management of your organization within the last five years been disqualified, suspended, or debarred (under its present name or any other name) from bidding on public contracts, or removed from a bidders' list, by any state or federal agency, or by the City of Philadelphia? <span style="float: right;"><b>Please circle YES NO</b></span> If "YES", state the agency that took such action, the date(s) of the action, the type of work to which the contract(s) applied, and the reasons stated by the agency for the action.	
12. Has any commercial surety ever refused to furnish a performance or payment bond for your organization? <span style="float: right;"><b>Please circle YES NO</b></span> If "YES", state the name and address of the surety, describe the contract for which the bond was refused (including the owner, date of contract, and type of work), and state the reasons for the refusal. Attach a letter from your surety company indicating your total bonding limit and current aggregate risk.	
13. Has your organization or any officer, partner, or other person active in the management of your organization, or any shareholder holding an equity interest of more than five percent, <div style="margin-left: 40px;">             1. ever been convicted of or pleaded guilty or nolo contendere to federal or state misdemeanor or felony charges (including but not limited to, charges related to public bidding law or the making of false statements)? <span style="float: right;"><b>Please circle YES NO</b></span> </div> <div style="margin-left: 40px;">             2. ever been refused coverage under any fidelity bond? <span style="float: right;"><b>Please circle YES NO</b></span> </div>	
Is your organization or any officer, partner, or other person active in the management of your organization, or any shareholder holding an	

equity interest of more than five percent,

1. currently under indictment on federal or state misdemeanor or felony charges?

**Please circle YES NO**

2. currently the subject of a state or federal grand jury investigation or under notification by local, state or federal law enforcement authorities that they are the subject of any criminal investigation?

**Please circle YES NO**

If your answer to any of the foregoing questions is YES, attach a detailed description that includes the following:

- \* the nature of the conviction, plea, indictment, bond refusal, and/or grand jury or criminal investigation;
- \* the name of each individual who was the subject of such action;
- \* their position in your organization;
- \* the jurisdiction or entity taking the action; the date(s) the action was taken; the nature of the charges that were the subject of the action; and all other circumstances relevant to the action.

14. Has any officer, partner, director, shareholder, or other person active in the management of your organization been employed by the City of Philadelphia, or been appointed to a political or other office of the City?

**Please circle YES NO**

If "YES" attach the following information: the name of the individual; position held with the City; the dates the employment or appointment began and terminated.

15. Identify, by name and business address, all organizations that are affiliates or subsidiaries of your organization, and state their relationship to your organization. Attach separate sheet of paper as needed.

16. Identify, by name and business address, any other organization and any individual (other than officers, partners, and managers of your organization) that control or influence bidding by your organization.

17. Identify all individuals and organizations, by name and business address, that hold a financial interest in your organization of ten percent or more.

18. Is your organization or any of its parent or subsidiary organizations currently indebted to the City of Philadelphia for any delinquent City taxes, taxes collected by the City on behalf of the School District of Philadelphia, liens, judgments, fees or other debts?

**Please circle YES NO**

If YES, attach an explanation describing the nature and amount of the debt, lien, judgment, or fee; the dates of any notices from the City; and any written agreement or payment plan with the City for its disposition.

19. Have any liquidated damages or other penalties been imposed by the City on your organization?

**Please circle YES NO**

Have any liens, claims or stop notices been filed against your organization?

**Please circle YES NO**

If you answered YES to either of the above questions, please attach an explanation of details identifying the claimant and stating the grounds asserted by the claimant and stating the disposition.

20. Do you have any pending, contemplated or ongoing administrative or judicial proceedings material to your organization's business or finances including, but not limited to, any litigation, consent orders or agreements with any state or federal regulatory agency issued to your organization?

**Please circle YES NO**

If you answered YES, please attach an explanation.

If your organization has had construction contracts with the City of Philadelphia, provide the following information:

List all COMPLETED City of Philadelphia contracts within the last five years (attach additional paper as needed):

CONTRACT NUMBER	BID NUMBER	PROJECT DESCRIPTION	AMOUNT OF CONTRACT

List all INCOMPLETE contracts (City or otherwise) held by your organization at present. (Please attach additional sheets as needed.)

CONTRACTING ENTITY	CONTRACT NO.	LOCATION	% COMPLETE	AMOUNT OF CONTRACT


List the largest projects that your organization has completed.

DOLLAR AMOUNT	DATE	CONTRACTING ENTITY	REFERENCES
			Name
			Phone Number
			Name
			Phone Number
			Name
			Phone Number
			Name
			Phone Number

List any projects that your organization has completed that are similar in nature to the project for which you are qualifying.

DOLLAR AMOUNT	DATE	CONTRACTING ENTITY	REFERENCES
			Name
			Phone Number
			Name
			Phone Number
			Name
			Phone Number
			Name
			Phone Number
			Name
			Phone Number

List any equipment that is owned by your organization that is available for the proposed work. (Please attach additional sheets as needed.)


FINANCIAL POSITION AS OF:		(Not over 6 months old)	
ASSETS		LIABILITIES & EQUITY	
CURRENT ASSETS		CURRENT LIABILITIES	
Cash and cash equivalents		Lines of credit	
Short-term investments		Notes payable - current portion	
Accounts receivable		Accounts payable	
Allowance for doubtful accounts	( )	Accrued and withheld payroll taxes	
Notes receivable		Accrued expenses	
Inventories			
Prepaid expenses			
Total Current Assets		Total Current Liabilities	
PROPERTY AND EQUIPMENT		LONG-TERM LIABILITIES	
Land		Notes payable	
Buildings			
Machinery and equipment			



Trucks and automobiles			
Office furniture and equipment			
Assets under capital lease		Total Long-Term Liabilities	
		Total Liabilities	
		EQUITY	
Total Property and Equipment		Common stock	
Less accumulated depreciation and amortization	( )	Additional paid-in capital	
Net Property and Equipment		Less treasury stock	( )
OTHER ASSETS		Retained earnings	
Cash surrender value of officer's life insurance		Partner's capital	
Loans against policies		Owner's equity	
Notes receivable			
Organization costs (net)			
Total Other Assets		Total Equity	
TOTAL ASSETS		TOTAL LIABILITIES & EQUITY	
Please provide the total dollar amount of all available lines of credit at your organization's disposal.			\$
Please provide the total dollar amount of the balance of all available lines of credit at your organization's disposal.			\$
<p>The City reserves the right to request any additional or clarifying information from Contractor at any time and Contractor is hereby notified that the City may contact any reference, financial institution or other agency identified by Contractor herein for further information. By submission of this pre-qualification statement, Contractor hereby acknowledges the City's right to revoke the qualification of Contractor at any time for reasons including, but not limited to, Contractor exceeding its capacity to perform work. Contractor hereby verifies that all information and documentation submitted herein is true and correct and Contractor acknowledges that the submission of false information by it is subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.</p>			
<div style="text-align: right; margin-top: 100px;"> FIRM OR CORPORATE NAME </div>			

Pennsylvania Disparity Study for Department of General Services:

<https://www.dgs.pa.gov/Small%20Diverse%20Business%20Program/Documents/Disparity%20Study%20Documents/2018%20DGS%20Disparity%20Study%20Final%20Report.pdf>

City of Philadelphia Disparity Study:

<https://www.phila.gov/media/20190605161233/oeo-disparity-study-fy18-1.pdf>

Selected Relevant sections of the Philadelphia Code:

Chapter 17-1600 (Economic Opportunity Plans

Chapter 17-1400 (disclosure requirement)

Chapter 17-109 (LBE Ordinance)

Philadelphia Code:

[http://library.amlegal.com/nxt/gateway.dll/Pennsylvania/philadelphia\\_pa/thephiladelphiacode?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:philadelphia\\_pa](http://library.amlegal.com/nxt/gateway.dll/Pennsylvania/philadelphia_pa/thephiladelphiacode?f=templates$fn=default.htm$3.0$vid=amlegal:philadelphia_pa)