



Office of

# Community Empowerment and Opportunity

CITY OF PHILADELPHIA

## REQUEST FOR PROPOSALS FOR ***PROFESSIONAL SERVICES MICRO PURCHASE FOR YOUTH CAREER EXPLORATION PROGRAMMING***

### **RESPONSE DEADLINE:**

No later than 5 pm Local Philadelphia Time on **Monday, November 22, 2021**

### **SUBMISSION REQUIREMENTS:**

All proposals must be submitted electronically to [CEO.Contracts@phila.gov](mailto:CEO.Contracts@phila.gov)

### **M/W/DSBE Solicitation:**

The City values diversity, equity and inclusion and actively solicits, Minority-, Women- and Disabled-Owned Businesses (M/W/DSBE). Visit the Office of Economic Opportunity website <https://www.phila.gov/departments/office-of-economic-opportunity/> for more information.

James F. Kenney , Mayor  
Mitch Little, Executive Director  
Office of Community Empowerment and Opportunity  
The City of Philadelphia



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## 1. INTRODUCTION

### 1.1 Values

The City of Philadelphia values **diversity, equity, and inclusion**, and seeks to provide increased access to contracting opportunities for local, Minority-, Women- and Disabled-Owned Businesses (M/W/DSBE), Small Business Enterprises (SBEs), and alternative diverse businesses registries recognized by the City.

#### IF ELIGIBLE, YOU ARE ENCOURAGED TO:

- ✓ Apply for **Local Business Entity** (LBE) certification with City's Procurement Department. If you provide your LBE status and/or promise to have a Local Impact, this must be used as a positive factor in evaluation and potential selection. Additionally, some opportunities are exclusively reserved for LBE certified businesses.
- ✓ Register as a **M/W/DSBE** certified businesses with the City's Office of Economic Opportunities (OEO) Registry. The City and prime contractors use this registry to find and solicit diverse vendors for contracts and subcontracts.

M/W/DSBEs, **alternative Diverse Businesses recognized by the City**, vendors participating the Rebuild Emerging Vendors Program, and LBEs are encouraged to respond directly to this RFP

### 1.2 Contracting with the City of Philadelphia

Consistent with our values, the City requires that all contractors and subcontractors be in compliance with our laws, regulations, and polices, including:

<p><b>1</b></p> <p>City business licenses and permits requirements</p>	<p><b>2</b></p> <p>Payment of City taxes or other indebtedness owed to the City</p>	<p><b>3</b></p> <p>Compliance with the City's Antidiscrimination Policy established under <u>Executive Order 03-12</u></p>	<p><b>4</b></p> <p><u>Compliance with Philadelphia 21st Century Minimum Wage and Benefits Ordinance</u></p>
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Please closely review the City's contract attachments including the standard terms and conditions. Any contract resulting from this RFP will incorporate and be governed by these documents. **You must raise any objections to these standard terms and conditions in your proposal. Objections are not favored and may be weighed against your proposal and negotiation of proposed objections may extend the contracting time. Additionally, the City need not consider later-raised objections.**



## 2. SERVICES WE ARE LOOKING FOR

### 2.1 Overview

<b>Department Issuing</b>	<p>The Office of Community Empowerment and Opportunity (Department) provides leadership on issues of economic justice by advancing racial equity and inclusive growth to ensure that all Philadelphians might share in the city's prosperous future.</p> <p>Our Youth Strategies Initiatives provide equitable opportunities that actively engage Philadelphia youth in meaningful, transformational programming and work experiences.</p>
<b>Term</b>	<p>The term of the contract is expected to start on or about February 1, 2022</p>
<b>Compensation</b>	<p>Compensation shall not exceed a total of \$18,000 per award.</p>
<b>Services</b>	<p>Through this RFP, the Department is seeking a contractor to provide a 6–8-week career exploration program to 15-20 high school students, to introduce multiple career pathways: creative entrepreneurship, Tech/IT, Business, Public Healthcare and Social Services.</p> <p>The department anticipates selecting, and reserves the right to select, multiple applicants with which to contract for services.</p>



## 2.2 Project Details

### Services

*Describe the specific services to be performed under the RFP. Consider including the following:*

<p><b>Overall goals and objectives</b></p>	<p>The Department’s objective for this project is to provide a 6–8-week career exploration program to 15-20 Philadelphia high school students, to introduce multiple career pathways: specifically, creative entrepreneurship, Tech/IT, Business, Public Healthcare and Social Services locally and nationally as a potential career path.</p> <p>We anticipate that participants who complete the program will gain experience utilizing 2 or more of the following program core competencies through group training sessions and/or activities</p> <ul style="list-style-type: none"> <li>• Critical Thinking and Problem Solving</li> <li>• Oral and Written Communication</li> <li>• Teamwork and Collaboration</li> <li>• Professionalism and Work Ethic</li> </ul> <p>The Department will recruit youth participants for the program.</p>
<p><b>Tasks, milestones, or deliverables</b></p>	<p>The contractor will provide space, facilitators, supplies, and activities for the 6–8-week program. The contractor has the opportunity to define the tasks and milestones of the program that lead to the goals and objectives outlined in this RFP. The cadence of group sessions, timing, incentives, and milestones should be described in the submitted proposed scope of work.</p> <p>Activities should incorporate a project-based learning deliverable at the close of the program that demonstrates the development of skills and core competencies outlined herein.</p> <p>The contractor will assist youth in articulating what they’ve learned and help design a project(s) that reflect their time and experience during the program. Projects will be presented to Department staff, family, and key stakeholders.</p>



<b>Organization and personnel requirements</b>	Criminal and child abuse background checks are required for Program Managers and staff who will work directly with youth participants. Verification of clearances are required prior to the commencement of work.
<b>Technological requirements</b>	The selected contractor will provide access to wifi/hotspot and/or laptop tablets to participants for remote work if needed. Specify any preferred or required technology capabilities and/or resources.
<b>Reporting requirements</b>	The contractor will administer a required pre/post-core competencies survey as a part of the end of program report.

## Compensation

Applicants are required to provide a cost proposal in their response which includes:

- A line-item breakdown of the costs for the specific services and work products proposed.
- A price that includes all costs, such as administrative or fringe costs, proposed to be charged to the City.

Cost proposals typically are:

- Fixed price, where payment is not based on time or resources expended, or
- Hourly rate, where payment is based on time or resources expended.

<b>Compensation</b>	Shall not to exceed \$18,000 for a contract resulting from this RFP.
<b>Cost Proposal Type</b>	Fixed Price
<b>Terms of Payment</b>	Payments will be made upon completion and approval of specified work, monthly invoicing, and final reporting.

Please note travel costs are reimbursable only if approved by the Department and in accordance with current City policies; commuting costs are not reimbursable. The City has adopted the **Federal Government Maximum Per Diem rate**.

## Project Schedule

The work required under this RFP will be completed by April 30, 2022 according to the approximate schedule in the table below, based on CEO's identification of critical milestones and tasks.



### 3. HOW TO SUBMIT YOUR RESPONSE

#### 3.1 RFP Schedule

*Include an anticipated schedule for the RFP process for your project. Consider including the following:*

<b>RFP Issued:</b>	<b>Monday, October 25, 2021</b>
<b>Applicant Questions Due</b>	<b>Wednesday, November 10, 2021</b>
<b>Proposals Due</b>	<b>Monday, November 22, 2021</b>
<b>Applicant Selection</b>	<b>Monday, December 6, 2021</b>
<b>Contract Execution</b>	<b>January 14, 2022</b>
<b>Commencement of Work</b>	<b>February 1, 2022</b>

The above dates are estimates only and the Department reserves the right, in its sole discretion, to change this schedule. All prospective applicants that have received the RFP will be notified in writing of all amendments to the RFP and will, where applicable, be invited to amend their proposal accordingly.



## 3.2 What You Must Include in Your Response

*Describe what Applicants **must** submit in response to this RFP:*

1. Introduction
2. Company Profile
  - a) Services Offered
  - b) Stakeholders, funders, or partners if any
3. Company contacts information
4. Proposed Scope of Work, addressing all items in Section 2 and describing how the Applicant will meet project requirements
5. Proposed Schedule to Commence February 2022
6. Cost Proposal
7. Project Personnel Statement of Applicant's Qualifications/Relevant Experience
  - a) Identify previous youth engagement programs and successes -OR-
  - b) Identify rationale and interest in underserved youth development
8. Written Statement of Financial Capacity and at least one current financial document (audited or unaudited financial statements, bank statements or references, Form 990)
9. Stated exceptions to terms and conditions, if any, and reasons for the request

## 3.3 Response Requirements

### **Electronic Submission Required by the Application Deadline**

You must submit our application electronically to as a single PDF file to [CEO.CONTRACTS@phila.gov](mailto:CEO.CONTRACTS@phila.gov) to be considered for this contract opportunity. The City will not accept responses in any other format.

### **A Complete Application is Required**

Please give yourself as much time as possible to start and complete your online application. The City will not consider proposals that are submitted late.

## 3.4 Questions Relating to the RFP

All questions concerning this RFP must be submitted in writing via email to [CEO.CONTRACTS@phila.gov](mailto:CEO.CONTRACTS@phila.gov) no later than 5:00 pm Philadelphia, PA local time on Wednesday, November 10, 2021 and may not be considered if not received by then.

The City will respond to questions it considers appropriate to the RFP but reserves the right, in its discretion, not to respond to any question.





## **4. HOW WE SELECT A CONTRACTOR & AWARD THE CONTRACT**

### 4.1 Overview

After the proposal deadline, a diverse panel will review the submitted, complete and eligible proposals. In some cases, the finalists may be contacted for an interview or other final selection step. Once the Department selects an Applicant, the Applicant will be notified and will enter into negotiations with the department.

### 4.2 Selection Process

Although, cost to the City is a material factor, it is not the sole, or necessarily the determining factor, in proposal evaluation. If the City chooses to make an award of a contract from this RFP, the City may, at its sole discretion, award such contract to a person or entity other than the responsible Applicant submitting the lowest price when the City determines, in its sole discretion, it is most advantageous to the City and in the City's best interest to do so.

To select an Applicant for this contract opportunity, the City uses the below standard criteria in its selection process.

1. Superior ability or capacity to meet particular requirements of contract and needs of City Department and those it serves
2. Superior prior experience of Applicant and staff
3. Superior quality, efficiency and fitness of proposed solution for City Department
4. Superior skill and reputation, including timeliness and demonstrable results
5. 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
6. Lower cost
7. Administrative and operational efficiency, requiring less City oversight and administration
8. Applicant's certification of its Local Business Entity/Local Impact status pursuant to Executive Order 04-12

In no event shall the Department issuing this RFP be obligated to debrief unsuccessful Applicants as to the basis for its decision not to award a contract to them.



## 5. 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.

## 6. PROPOSAL CHECKLIST

### Use the Below Submission Checklist

This is a tool to help you to submit a complete, accurate, responsive, and on time application.

<b>DOES MY RESPONSE MEET THE PROPOSAL REQUIREMENTS?</b>	
Did you submit the proposal before the stated deadline in RFP Section 3.1?	✓
Did the proposal explain how Applicant meets the goals and objectives, tasks, milestones, and deliverables, and other requirements described by the Department under "Services" in RFP Section 2.2?	✓
Does your cost proposal meet the requirements under "Compensation" in RFP Section 2.2?	✓
Does your cost proposal meet the requirements under "Project Schedule" in RFP Section 2.2?	✓
Does your proposal meet the overall format and content requirements described in RFP Section 3.2, including the page limit?	✓
Did you review the entire RFP and Contract Attachments, including the Terms and Conditions?	
<ul style="list-style-type: none"> <li>■ <b>Did you state any objections to these document Terms and Conditions?</b> You must raise any objections to these standard terms and conditions in your proposal. Objections are not favored and may be weighed against your proposal; additionally, the City need not consider later-raised objections.</li> </ul>	✓
Was the proposal submitted electronically to <a href="mailto:CEO.CONTRACTSh@phila.gov">CEO.CONTRACTSh@phila.gov</a> .	✓



## 7. AWARD

If selected for award, the Applicant will have to comply with laws, regulations, polices in order to be eligible for award of the contract and to maintain the contract after award.

### WHAT ARE MY RESPONSIBILITIES IF I'M AWARDED THE CONTRACT?

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**Have an active Business Income and Receipts Tax (BIRT) Account Number.**

REGISTER [HERE](#).

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**Have an active Commercial Activity License (CAL) Number**

REGISTER [HERE](#)

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**Obtain a Philadelphia Tax and Regulatory Status and Clearance**

OBTAIN A TAX CLEARANCE CERTIFICATE [HERE](#)

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**Meet the Campaign Contribution Disclosures Requirements**

INFORMATION ON DISCLOSURE/ELIGIBILITY IS [HERE](#)

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**Comply with the 21<sup>st</sup> Century Minimum Wage and Benefits Ordinance**

CURRENT LIVING WAGE RATE CAN BE FOUND LOCATED [HERE](#)

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**If applicable, comply with federal Health Insurance Portability and Accountability Act (HIPAA)**

SEE TERMS AND CONDITIONS IN THE OPPORTUNITY INFORMATION

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**CITY OF PHILADELPHIA  
PROFESSIONAL SERVICES MICRO PURCHASE PROVIDER AGREEMENT  
TERMS AND CONDITIONS**

**1. SCOPE OF AGREEMENT**

This Professional Services Micro Purchase (“PSMP” or “Contract”) is made by and between the City of Philadelphia (“City”), acting through the City agency identified as “Department” on the attached electronic signature page and the person or entity identified as the vendor on the attached signature page (“Contractor” or “Provider”). The MP consists of this document, the terms and conditions set forth below (“MP Terms”), any exhibits and attachments (including, but not limited to, any proposal of Contractor or scope of services), and all documents incorporated herein by reference. In the event of a conflict or variance in any of the foregoing documents, the PSSOP Terms and the “City PHI Terms” (as defined in Paragraph 13 below) shall govern; the MP Terms and City PHI Terms shall be of even precedence. **The Parties agree to conduct this transaction electronically, including the execution of this MP using the means of electronic signature provided below.**

**2. TERM OF AGREEMENT**

The term “Term” of this MP shall commence on \_\_\_\_\_ (“Commencement Date”) and shall terminate on \_\_\_\_\_ (“Termination Date”), unless terminated earlier in accordance with the terms of this MP. This MP may not and shall not extend beyond the Termination Date and all services must be concluded by the Termination Date. No MP shall have a term of more than twelve calendar months and shall not be renewed beyond a 365 day period.

**3. GOVERNING LAW AND COMPLIANCE WITH APPLICABLE LAW**

This Contract shall be deemed to have been made in Philadelphia, Pennsylvania. This Contract and all disputes arising under this Contract shall be governed, interpreted, construed and determined in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to principles of Pennsylvania law concerning conflicts of laws. All services rendered and documents and other materials prepared by Provider shall strictly conform to all applicable federal, state and local laws, statutes and ordinances and the applicable rules, regulations, methods and procedures of all governmental boards, bureaus, offices, commissions and other agencies, including without limitation, federal laws regarding individuals with disabilities and limited English proficiency and Section 17-104 of the Philadelphia Code relating to Northern Ireland and Slavery Era Disclosure.

**4. COMPENSATION**

As compensation for the services and materials rendered and provided, the City covenants and agrees to pay to Provider not to exceed \$34,000 in accordance with the pricing schedule found in the following exhibit, which is attached hereto and incorporated herein by reference, subject to councilman appropriation of funds and subject to all limitations on the allow ability of cost items imposed by the City of Philadelphia Contract Cost Principles and Guidelines: **Exhibit PA-1: Scope of Services.**

Notwithstanding anything in this Contract to the contrary, in no event shall the amount certified by the Director of Finance during the Term exceed the maximum amount of **\$34,000.00**. Payment shall be made after Provider’s timely submission of invoices to the City in the number, form and content acceptable to the City, accompanied by such additional supporting data and documentation as the Responsible Official may require. All services shall be performed to the satisfaction and approval of the City, in accordance with the schedule contained in the Contract. Payment(s) are contingent upon satisfactory performance and shall be made in accordance with the schedule set forth in the Contract (assuming satisfactory progress is being made) or, in the absence of a payment schedule, upon satisfactory completion of all services. To process payment, Provider shall furnish the City with invoices, in the number, form and content, and accompanied by such supporting data as the City may require. All payments to Provider under the MP shall be accomplished by deposits into the Provider’s designated bank account by electronic means unless the City, in its sole discretion, makes payment by check. Before any electronic payments are made, Provider must 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 at <https://vendor-payments.phila.gov/login>. Only the individuals identified by Provider as authorized to execute contracts and change financial and banking information on behalf of Provider will be eligible to receive passwords, which shall be in Provider's sole control. Provider must immediately confirm all changes to banking information by emailing [voucherverification@phila.gov](mailto:voucherverification@phila.gov) and the Department and by giving notice to the Department. The City may delay new payments until the Department has confirmed the validity of the change. Provider, and not the City, shall be solely responsible for any City payment following the unauthorized use of a Provider password. The City reserves the right to withhold or offset against any funds payable to Provider for any invoice for which the Responsible Official asserts a discrepancy exists or for Provider's failure to satisfactorily perform the terms of the Contract, as determined solely by the City.

## **5. RECORDS**

- a. Provider covenants and agrees to have available in the City of Philadelphia, upon thirty (30) days written request not exceeding once per calendar year, its books and records for inspection by appropriate City, state or federal auditors concerning charges, fees and costs under this Contract for a minimum of five (5) years following acceptance of final payment under this Contract; however, if any litigation, claim or audit is commenced prior to expiration of said five (5) year period, then the books and records shall be retained until all litigation, claims or audit findings have been completely terminated or resolved, without right of further appeal, or if applicable law requires a longer period, then the records shall be retained for such longer period.
- b. Any Provider that is an "Agency", as defined in Section 6-400 of the Philadelphia Home Rule Charter, shall permit the City Controller to audit its affairs, which shall be solely its books and records concerning the service performed hereunder, upon thirty (30) days written request not exceeding once per calendar year, as authorized in Section 6-400. Under Section 6-400, an Agency is any entity that receives funds from the City, and either 1) that is created by, or whose board of directors is in whole or part appointed by, one or more City officials or bodies; or 2) that is organized pursuant to legal authority granted to it by City ordinance.

## **6. NONDISCRIMINATION**

- a. This Contract is entered into under the terms of the Philadelphia Home Rule Charter ("Charter"), the Fair Practices Ordinance (Chapter 9-1100 of the Philadelphia Code) and the Mayor's Executive Order No. 04-86 (the "Executive Order"), as they may be amended from time to time, and in performing this Contract, Provider shall not discriminate or permit discrimination against any individual because of race, color, religion or national origin. Nor shall Provider discriminate or permit discrimination against individuals in employment, housing, and real property practices, and/or public accommodation practices whether by direct or indirect practice of exclusion, distinction, restriction, segregation, limitation, refusal, denial, differentiation or preference in the treatment of a person on the basis of actual or perceived race, ethnicity, color, sex, sexual orientation, gender identity, religion, national origin, ancestry, age, disability, marital status, source of income, familial status, genetic information or domestic or sexual violence victim status, Acquired Immune Deficiency Syndrome (AIDS) infection, or engage in any other act or practice made unlawful under the Charter, Chapter 9-1100, the Executive Order, or under the nondiscrimination laws of the United States or the Commonwealth of Pennsylvania. Without limiting the generality of Paragraph 10 below, such discrimination shall constitute a substantial breach of this Contract entitling the City to terminate this Contract forthwith. This right of termination is in addition to any other rights or remedies provided in this Contract or otherwise available to the City in law or equity.
- b. In accordance with Chapter 17-400 of the Philadelphia Code, Provider agrees that its payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization, insofar as such participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, privileges or conditions of employment, on the basis of race, color, sex, sexual orientation, religion, national origin or ancestry, constitutes a substantial breach of this Contract entitling the City to all rights and remedies provided in this Contract or otherwise available in law or equity. Provider agrees to include the immediately preceding sentence, with appropriate adjustments for the identity of the parties, in all subcontracts which are entered into for work to be performed pursuant to this Contract. Provider further agrees to cooperate with the Commission on Human Relations of the City of Philadelphia in any manner which the said Commission deems reasonable and necessary for the Commission to carry out its responsibilities under Chapter 17-400 of the Philadelphia Code. Without limiting the generality of

Paragraph 10 below, failure to so cooperate shall constitute a substantial breach of this Contract entitling the City to all rights and remedies provided herein or otherwise available in law or equity.

## **7. OWNERSHIP**

All data recovered, reports, documents concerning the recovery of such data, and other materials concerning the recovered data prepared by Provider solely in performance of this Contract shall be the sole and absolute property of the City upon compensation for such by the City, and the City shall have title thereto and unrestricted use thereof.

## **8. PROVIDER'S REPRESENTATIONS AND COVENANTS**

The representations, warranties and covenants below, shall continue throughout the term of this Contract. By executing this Contract, Provider thereby certifies as to their current and continued truthfulness and accuracy throughout the term of this Contract or for such other period as is required by law. In the event said representations, warranties and covenants are or become untrue or inaccurate, Provider shall promptly give notice thereof to the City, specifying the manner in which said representation, warranty or covenant is untrue or inaccurate. The provisions of this Paragraph 8 shall not limit the applicability of the other provisions of this Contract, including, without limitation, Provider's agreement to comply with all applicable laws (Paragraph 3), and not discriminate or permit discrimination (Paragraph 6)

- a. Certification of Non-indebtedness. Provider and any and all entities controlling Provider, under common control with Provider or controlled by Provider represent that they are not currently indebted to the City, and will not at any time during the term of this Contract, be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), water bills, sewer bills, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. Provider shall remain current during the term of this Contract under all such agreements and payment plans, and shall inform the City in writing of Provider's receipt of any notices of delinquent payments under any such agreement or payment plan within five (5) days after receipt. In addition to any other rights or remedies available to the City at law or in equity, Provider acknowledges that any breach or failure to conform to this representation, warranty and covenant may, at the option of the City, result in the withholding of payments otherwise due to Provider under this Contract or any other agreement with the City under which the City may then owe payment of any kind, and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments or the termination of this Contract for default (in which case Provider shall be liable for all excess costs and other damages resulting from the termination), or both. In addition, Provider understands that false certification, representation or warranty by it is subject to prosecution under Title 18 Pa.C.S.A. § 4904.
- b. Commercial Activity License. If Provider is a "business" as defined in the Philadelphia Code, Section 19-2601, Provider has and shall maintain during the Term of this Contract, a valid, current Commercial Activity License (formerly known as the Business Privilege License), issued by the City's Department of Licenses and Inspections, to do business in the City.
- c. Authority to Act and Good Standing. Provider has full legal power and authority to execute and deliver this Contract, and provide the services and materials as set forth herein. Provider is duly licensed, qualified and in good standing in the Commonwealth of Pennsylvania and in all jurisdictions in which it conducts business activities relating in any way to the performance of the services and delivery of the materials under this Contract, including, but not limited to, the jurisdiction in which Provider is organized. Neither Provider's personnel nor any subcontractor personnel shall be employees of the City.
- d. Contributions. In accordance with Section 17-1402 of the Philadelphia Code, Provider represents on behalf of itself and its subcontractor(s) that no "contribution(s)," as such term is defined in the Pennsylvania

Election Code, 25 P.S. Section 3241, have been made and none shall be made during the term of the Contract by Provider, any subcontractor, or any party from which a contribution can be attributed under Section 17-1405 to the Provider or subcontractor, that would render the Provider or subcontractor, as applicable, ineligible to apply for or enter into a “Non-Competitively Bid Contract,” a contract for the purchase of goods or services to which the City is a party that is not subject to the lowest responsible bidder requirements of Section 8-200 of The Philadelphia Home Rule Charter; and that disclosures made as part of its application to receive a Non-Competitively Bid Contract contain no material misstatements or omissions. Breach of this covenant shall constitute an event of default and render the Contract voidable at the City’s option. The City may exercise any or all of the remedies set forth herein, each of which may be pursued separately or in conjunction with such other remedies as the City in its sole discretion shall determine. No extension or indulgence granted by the City to Provider shall operate as a waiver of any of the City’s rights in connection with this Contract. The rights and remedies of the City as described herein shall not be exclusive and are in addition to any other rights or remedies available to the City under this Contract at law or in equity. In addition, pursuant to the attribution rules of Section 17-1405, Provider shall, during the term of the Agreement and for one year thereafter, make the following disclosures with respect to any contribution of money or in-kind assistance the Provider or any “Consultant” (“Consultant” means any individual or entity used by Provider to assist in obtaining a Non-Competitively Bid Contract) has made during such time period:

1. **Disclose** contribution(s) to a candidate for nomination or election to any public office in the City of Philadelphia or to an individual who holds such office, or to any political committee or state party in the City of Philadelphia, or to any group, committee or association organized in support of any such candidate, office holder, political committee or state party, and the date and amount of such contribution.

- a) Such disclosure shall be made electronically through Provider’s eContractPhilly account, and the form shall be signed and submitted by the Provider in accordance with the following Disclosure Updates schedule:

Disclosure Updates are due January 15 (for the period November 1 through December 31 of the immediately preceding year), March 15 (for the period January 1 through the last day of February), May 15 (for the period March 1 through April 30), July 15 (for the period May 1 through June 30), September 15 (for the period July 1 through August 31), and November 15 (for the period September 1 through October 31).

The City Department receiving the disclosure form shall forward copies to the President and Chief Clerk of City Council, and to the Mayor, Finance Director, Procurement Department, and the Department of Records. The attribution rules of Section 17-1405 shall apply to determine what contributions must be disclosed under this provision as contributions of the Provider or of a Consultant.

- b) It shall not be a violation if Provider fails to disclose a contribution made by a Consultant because the Provider was unable to obtain such information from the Consultant, provided the Provider demonstrates that it used reasonable efforts to attempt to obtain such information.
1. **Disclose**, during the term of the Contract and for one year thereafter pursuant to the manner and timing set forth in 1.a. above, the name and title of each City officer or employee who, during such time period, asked the Provider, any officer, director or management employee of the Provider, or any individual or entity representing the Provider, to give money, services, or any other thing of value (other than a Contribution as defined in Section 17-1401) to any individual or entity, and any payment of money, provision of services, or any other thing of value (other than a Contribution as defined in Section 17-1401) given to any individual or entity in response to any such request. Provider shall also disclose the date of any such request, the amount requested, and the date and amount of any payment made in response to such request.
2. **Disclose** the name and title of each City officer or employee who directly or indirectly advised the Provider, any officer, director or management employee of the Provider, or any individual or entity representing the Provider that a particular entity could be used by the Provider to satisfy any goals

established in the Contract for the participation of minority, women, disabled or disadvantaged business enterprises

- e. Executive Order 10-16: Gifts. Pursuant to Executive Order 10-16, no official or employee in the Executive and Administrative Branch of the City shall solicit or accept, directly or indirectly, anything of value, including any payment, subscription, advance, forbearance, rendering or deposit of money, services, entertainment, invitation, food, drink, travel, lodging or anything of value unless consideration of equal or greater value is received, from any of the following sources:
1. A person seeking to obtain business from, or who has financial relations with the City;
  2. A person whose operations or activities are regulated or inspected by any City agency;
  3. A person engaged, either as principal or attorney, in proceedings before any City agency or in court proceedings in which the City is an adverse party;
  4. A person seeking legislative or administrative action by the City; or
  5. A person whose interests may be substantially affected by the performance or nonperformance of the official's or employee's official duties.
  6. Provider understands and agrees that if it offers anything of value to a City official or employee under circumstances where the receipt of such item would violate the provisions of this Executive Order, Provider shall be subject to sanctions with respect to future City contracts. Such sanctions may range from disqualification from participation in a particular contract to debarment, depending on the nature of the violation.

## **9. INDEMNIFICATION**

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

(a) Neither the City nor Provider, its partners, principles, and employees shall be liable for more than the greater of \$1,000,000 or two times the total contract amount for any actions, damages, claims, liabilities, costs, expenses or losses in any way arising out of or relating to the Software, Services and Deliverables provided hereunder. Notwithstanding the foregoing, this limitation shall not apply to liability for damages resulting from loss of life, bodily injury or, and/or infringement of proprietary right, which, in the case of City or Provider's liability concerning intellectual property infringement shall in no event exceed a total of \$5,000,000 (five million) in respect of each claim or series of related claims, or gross negligence or willful misconduct resulting in damage to real and/or tangible personal property.

(b) In no event shall the City or Provider, its partners, principals, or employees be liable for consequential, special, indirect, incidental, punitive, or exemplary damages, costs, expenses or losses (including without limitation, lost profits and opportunity costs). The provisions of this paragraph shall apply regardless of the form of action, whether in contract, statute, tort (including without limitation, negligence) or otherwise.

(c) Nothing herein shall waive or amend any defense or immunity that the City, its officers, agents or employees may have under the PA Political Subdivision Tort Claims Act, 42 Pa.C.S.A. 8541 et. seq.

## **10. TERMINATION**

The City has the right to terminate this Contract for default if Provider fails to perform any of its obligations under this Contract. This right of termination is in addition to any other rights or remedies available to the City under this Contract, in law or equity.

The City shall have the right to terminate this Contract at any time for the convenience of the City. In the event of such termination, the City shall pay Provider for work satisfactorily performed, delivered, and accepted and



approved by the City prior to the date of termination, but shall not otherwise be liable for any costs or damages incurred by Provider in relation to the termination.

## **11. TAXES**

The City is exempt from the payment of any Federal Excise or Transportation Taxes and any Pennsylvania Sales or Use Tax. The City shall not be responsible or liable for the payment of the aforesaid taxes or any other tax paid or payable by Provider to its subcontractors or suppliers in connection with this Contract. Provider agrees and will require all its subcontractors performing work in connection with the Contract to promptly pay all applicable taxes, including but not limited to, City and School District Taxes. Provider agrees (1) to assign and transfer to City all of its right to sales and use tax which may be refunded as a result of a claim for refund for any materials purchased in connection with the Contract, (2) that, other than as directed by City, it will not file a claim for refund for any sales or use tax which is the subject of this assignment, and (3) that City, in its own name or in the name of subcontractor, may file a claim for a refund of any sales or use tax covered by the assignment.

## **12. INSURANCE**

Unless otherwise approved by the City's Risk Manager in writing, Provider shall, at its sole cost and expense, procure and maintain in full force and effect covering the performance of the services required under this Contract, the types and minimum limits of insurance specified below. All insurance shall be procured from reputable insurers authorized to do business in the Commonwealth of Pennsylvania and acceptable to the City. Except as noted below, all insurance required hereunder shall be written on an "occurrence" basis and not a "claims-made" basis. All insurance shall be in form and content acceptable to the City and shall provide for at least thirty (30) days prior written notice to be given to the City in the event coverage is materially changed, canceled or non-renewed. The City of Philadelphia, its officers, employees and agents are to be named as additional insureds on the General Liability Insurance policy. Also, an endorsement is required stating that the coverage afforded the City and its officers, employees and agents as additional insureds will be primary to any coverage available to them. The City reserves the right to require Provider to furnish certificates of insurance and/or certified copies of the original policies of all insurance required hereunder at any time upon ten (10) days prior written notice to Provider. The insurance requirements set forth herein are not intended and shall not be construed to modify, limit, or reduce the indemnifications made in this Contract by Provider to the City or to limit Provider's liability under this Contract to the limits of the policies of insurance required to be maintained by Provider hereunder:

- a. Workers Compensation and Employers Liability: Statutory limits.
- b. General Liability Insurance (comprehensive coverage): \$1,000,000 per occurrence and aggregate, combined single limit.
- c. Automobile Liability: \$300,000 per occurrence combined single limit covering owned, non-owned and hired vehicles.
- d. Professional Liability Insurance: Professional Liability Insurance may be written on a "claims-made" basis; however, coverage for occurrences during the performance of the services required under this Contract shall be maintained in full force and effect under the policy or "tail" coverage for a period of at least two years after completion of the services.
  1. All Business Entities providing professional services other than Health Care or Human Services Providers: \$500,000 minimum limit; deductible not to exceed \$10,000.
  2. Health Care Providers subject to PA Act 111: Statutory Limits.
  3. All other Health Care Providers and Human Services Providers not subject to PA Act 111: \$1,000,000 per occurrence and annual aggregate.

Requests to self insure any of the coverage(s) listed above must be submitted in writing to the City for approval by the City's Risk Manager. If approved, the City, its officers, employees and agents, shall be entitled to the same coverage benefits under the Provider's self insurance program that they would have received had the requirements been satisfied by an approved insurance carrier.

## **13. THIS SECTION IS INTENTIONALLY DELETED**

## **14. LIMITED ENGLISH PROFICIENCY.**

Provider understands and agrees that no individual who is limited in English language proficiency shall be denied access to Services provided under this Contract on the basis of that limitation. As a condition of accepting and executing this Contract, Provider shall comply with all applicable provisions of Title VI of the

Civil Rights Act of 1964, the President of the United States of America Executive Order No. 12250, the Mayor of the City of Philadelphia's Executive Order "Access to Federally Funded City Programs and Activities for Individuals with Limited English Proficiency" dated September 29, 2001, and all regulations promulgated thereunder, as the Act, Executive Orders and regulations may be amended from time to time.

**15. PHILADELPHIA 21ST CENTURY MINIMUM WAGE AND BENEFITS STANDARD.**

(a) If the Provider or any Subcontractor at any tier is an Employer subject to the requirements of Chapter 17-1300, as that term is defined in Section 17-1302 and described in Section 17-1303 of the Code, then, absent a waiver during the Term, in addition to any applicable state and federal requirements, it shall provide and cause any subcontractors at any tier that are also Employers to provide their respective covered Employees with at least the minimum wage standard and minimum benefits standard and notice thereof, as required under applicable law. A summary of the current requirement is as follows:

(1) For contracts with a term of one year or less, the rate applicable on the effective date of the contract is the rate for the entire term of the contract.

(2) Minimum Wage Rates.

Absent a waiver, an Employer subject to Chapter 17-1300 shall pay each Employee an hourly wage, excluding benefits, equal to:

Effective Date between July 1, 2020, and June 30, 2021, \$13.75;

Effective Date between July 1, 2021, and June 30, 2022, \$14.25;

Effective Date between July 1, 2022, and June 30, 2023, \$15.00; and

Effective Date starting July 1, 2023, and thereafter, \$15.00 multiplied by the CPI Multiplier, provided that the minimum wage shall not be less than the previous year's minimum wage. The CPI Multiplier is calculated annually by the City's Director of Finance by dividing the most recently published Consumer Price Index for all Urban Consumers All Items Index for Philadelphia, Pennsylvania, by the most recently published Consumer Price Index for all Urban Consumers (CPI-U) of each calendar year. The then current minimum hourly wage applicable to City contractors and subcontractors will be posted on the City's website.

(3) Minimum Benefits.

(a) Absent a waiver, if the Employer is subject to Chapter 17-1300, to the extent the employer provides health benefits to any of its employees, the Employer shall provide each full-time, non-temporary, non-seasonal covered Employee with health benefits at least as valuable as the least valuable health benefits that are provided to any other full-time employees of the Employer. The Employer shall also provide to each covered Employee at least the minimum number of earned sick leave days required by Section 17-1305(2) of the Code.

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

(c) Absent a waiver, if Provider is subject to Chapter 17-1300, Provider shall take such steps as are necessary to notify its covered Subcontractors of the requirements of this Paragraph 15 and to cause such covered Subcontractors to notify lower-tier covered subcontractors of these requirements, including, without limitation, by incorporating this Paragraph 15, with appropriate adjustments for the identity of the parties, in its Subcontracts with such covered Subcontractors.

(d) A Provider or Subcontractor at any tier subject to Chapter 17-1300 that fails to comply with these provisions may, after notice and a hearing before the Director of Finance or such other officer or agency designated by the Mayor, be suspended from receiving financial assistance from the City or from bidding on and/or participating in future City contracts, whether as a prime contractor or a subcontractor, for up to three (3) years. City Council may also initiate a similar suspension or debarment process. Such suspension or debarment shall be in addition to any of the other sanctions or remedies set forth in Chapter 17-1300 or this Contract.

(e) Without limiting the applicability of any other remedy available to the City, the failure of a Provider or Subcontractor at any tier subject to Chapter 17-1300 to comply with these provisions shall constitute a substantial breach of this Contract entitling the City to all rights and remedies provided in this Contract or otherwise available at law or in equity.

(f) Provider's covered Employees shall be deemed third-party beneficiaries of Provider's representation, warranty, and covenant to the City under this Paragraph 15 only, and the covered Employees of a Subcontractor at any tier that is also a covered Employer performing Services directly or indirectly under a Subcontract at any tier shall be deemed third-party beneficiaries of their Employer's representation, warranty, and covenant to Provider or such Subcontractors at any tier, as the case may be, under this Paragraph.

(g) The City may grant a partial or total waiver of Chapter 17-1300 based on specific stipulated reasons elaborated in Section 17-1304 of the Code.

#### **16. CITY-RELATED AGENCIES**

If Provider is a City-Related Agency, as defined at Philadelphia Code subsection 17-1401(9), Provider shall abide by the provisions of Philadelphia Code Section 17-1400 in awarding any contract(s) pursuant to this Contract as though such contracts were directly subject to the provisions of Chapter 17-1400, except that the exception set forth at Subsection 17-1406(8) shall apply to Provider as if Provider were listed in that subsection. Unless approved by the City to the contrary, any approvals required by the Philadelphia Code Chapter 17-1400 to be performed by the City Solicitor shall be performed by Provider by its General Counsel; any approvals required to be performed by the Director of Finance shall be performed by Provider by its Chief Financial Officer; and any approvals required to be performed by the Mayor shall be performed by Provider by its Executive Director.

#### **17. ENTIRE AGREEMENT**

This Contract contains the entire agreement between the parties with respect to the subject matter hereof; supersedes all prior negotiations, agreements, and undertakings between the parties with respect to such subject matter; and cannot be changed, modified or amended except by agreement in writing signed by both parties.

#### **18. NOTICES**

All notices, demands, requests, waivers, consents, approvals or other communications which are required or may be given under this Contract shall be in writing and shall be deemed to have been duly made (a) when received or refused if delivered by hand with receipt given or refused; (b) on the next business day if delivered by a nationally recognized overnight courier service (e.g., Federal Express or United Parcel Service); (c) on the date confirmed for delivery by electronic mail if delivered by electronic mail; and (d) upon receipt or refusal of delivery if sent by certified or registered United States mail, return receipt requested. In each case, notices shall be sent to one of the addresses on the following signature page.