



**REQUEST FOR PROPOSALS
for a
Roosevelt Boulevard Multimodal Corridor Program
for The
CITY OF PHILADELPHIA**

Issued by:
THE CITY OF PHILADELPHIA (“City”)
Streets 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, 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 April 24, 2015**

Michael A. Nutter, Mayor
David J. Perri Commissioner, Streets Department

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I. Project Overview

A. Introduction; Statement of Purpose

The City of Philadelphia's Streets Department is pleased to announce a contract opportunity for the **Roosevelt Boulevard Multimodal Corridor Program**. The effort will support the federal, state and local funded transportation project and consists of the management, investigation, research, survey, and other tasks required to complete the project on time and within budget while still providing a quality product.

B. Department Overview

The Department of Streets plans, designs, and oversees construction of various transportation infrastructure including City bridges, retaining walls (or other structures), highways, streets, street re-paving packages, streetscapes, street lighting, multi-purpose trails, bicycle facilities, Intelligent Transportation Systems (ITS), traffic control devices (signalization and signing), and traffic control centers.

C. Project Background

Problem Statement. It was a radical, transformative idea in 1902 when Philadelphia Mayor Samuel H. Ashbridge proposed constructing a road to connect central Philadelphia to the farmland communities on the city's northeastern edge. There were doubters among the City Council that such a road would prove, as claimed, to be a catalyst for expansion and economic development. Yet the Roosevelt Boulevard did just that as it expanded and evolved over the next hundred years.

Today, the Boulevard is one of the most vital yet problematic corridors in the City of Philadelphia. Running 14 miles from North Philadelphia to Bucks County, Pennsylvania, 12 lanes of travel serve up to 150,000 person trips daily. The Boulevard is a complex urban arterial that runs past 1930s-era rowhouses, on-street parking, stately trees, suburban-style malls of the 1950s and 1960s, parklands, manufacturing facilities, and an airport. The mix and intensity of demands placed on this key regional transportation corridor have yielded a morass of frustrations for both short and long distance travelers. Over the past twenty years there have been public hearings, inter-governmental Task Forces, significant investments in traffic controls and monitoring, public safety campaigns, and five major studies to address those frustrations. Despite these efforts, the dismal safety performance of the Boulevard and its poor reputation among travelers by foot, bus, bike or car alike continue.

Decades of population loss, industrial decline and disinvestment in communities adjacent to the Boulevard have been staunch, trends are slowly reversing. In 2015 residents are increasingly diverse. Journey to work travel patterns are substantially different, and the desire for more people to walk or ride transit to access activities is growing.

However, driving from the Frankford Transportation Center along the Boulevard to shop or work at the Neshaminy Mall takes 24 minutes, while riding the Route 14 bus takes just under 50 minutes. One can hike or bike along miles of Pennypack and Benjamin Rush Trails, but, even with an unusually generous 300 foot right of way, it's a challenge to use or cross the Boulevard to access the trails.

Now is the time for a new, radical, transformative boulevard to again play the role of an economic catalyst as modern multimodal transportation corridor leading to new ladders of opportunity for its users and neighbors. It is time to build a better boulevard to ensure that the corridor communities it originally created, and all Boulevard travelers, have safe, reliable, and diverse opportunities to access neighborhood and regional amenities and employment for decades to come.

Program Management: Approach and Oversight. This Request for Proposals is sponsored by the City of Philadelphia with support and direction by the Mayor's Office of Transportation and Utilities, the City Planning Commission, the Philadelphia Department of Streets, the Pennsylvania Department of Transportation, the Southeastern Pennsylvania Transportation Authority and the Delaware Valley Regional Planning Commission (DVRPC). Representatives of these entities will comprise a Steering Committee overseeing the selection and work of the successful respondent consultant(s).

The Steering Committee will be a full partner in supplying technical data and direction to the successful respondent to this RFP. The Committee will secure additional planning and support services for this major corridor analysis effort. Outside contractor(s) under the direction of the Steering Committee or participating partners will provide inputs and services to the Roosevelt Boulevard Multimodal Program on the broader land use and transportation implications of options and alternatives developed during the visioning, screening and design efforts detailed under the Scope of Services below. Such services may provide peer reviews of analysis and recommendations as requested alone or in conjunction with any or all of the following tasks:

- Land Use & Housing Inventory
- Land Use & Demographic Forecasts for 2040
- Economic Impact Study
- Environmental Resource and Data Inventory
- Transportation Analysis Support, including:
 - Peer Reviews/QA & QC Support
 - Parallel Facility Impacts
 - US 1/I-95 Relief
- Other Assignments related to Land Use and Transportation
- Topographical and Utility Survey
- Meeting Facilitation

In addition, DVRPC will have significant technical involvement with transmitting background studies, data and other material and for providing travel demand forecasts for future scenarios. The Philadelphia Streets Department, Commerce Department, City Planning Commission, Water Department, Parks and Recreation Department, PennDOT, SEPTA, and Bucks County will all provide needed information, through the Steering Committee and in some circumstances directly to the successful respondent team. A key point of contact for the successful respondent will be later identified.

The tools, documentation and other products of this project must be shared, in reflection of an open source mentality. Any analytical tools developed will be transferred from the team to the project sponsors, DVRPC and other project participants during or after the project. Transfers

should require only minimal additional input from the consulting team, meaning that clear documentation is essential.

Throughout the following scope of services the “respondent” to this RFP who is ultimately selected to proceed with this project is designated the consultant which team includes the entire team of the successful respondent. “Outside contractor” refers to others who have been contracted for other related services including peer review or data procurement.

D. Request for Proposals

This solicitation is open to firms specializing in engineering, planning and other related fields with substantial, direct and relevant experience who are qualified to perform the duties defined in Section II – Scope of Work. Respondents are encouraged to submit proposals as individual firms, teams of firms, or both. All proposals must conform to Federal Highway Administration (FHWA) and Pennsylvania Department of Transportation (PennDOT) guidelines including the latest strike-off letters, as well as all standards, practices, applicable laws, and codes. Experience must include projects involving integration of transportation system infrastructure technologies and managing transportation projects in accordance and compliance with FHWA and PennDOT standards, practices, applicable laws, and codes.

Strong respondents will demonstrate their ability to conceptualize and implement a multimodal transportation system design via robust analysis. Requested skills and services include:

- Project management and multi-disciplinary collaboration with external entities;
- Design and direction of public outreach and participation;
- A detailed strategy addressing stakeholder and public involvement as well as the format and content of project deliverables;
- Data collection, synthesis and analysis across multiple disciplines and modes at the corridor and finer level of study including, by corridor segment or intersection as appropriate;
- Feasibility/alternatives study and scenario planning for evaluation of alternatives;
- Cost/benefit analysis of alternatives, accounting for safety and accessibility impacts;
- Preliminary multimodal transportation system engineering survey, design and construction across multiple disciplines. Respondent must demonstrate and document tradeoffs and challenges to roadway, traffic, pedestrian, bicycle, and a full range of transit modes from a multidisciplinary perspective; facility with microsimulation;
- Planning and design of transit and traffic systems spanning the gamut from mixed traffic bus services to fixed-guideway transit to traffic management /ITS technologies;
- Integrated land use and transportation planning and programming;
- Urban design, including the creation of renderings of alternatives and recommendations.

The Respondent firm or team shall provide a narrative which communicates its Project Understanding and Approach to the Scope of Services outlined in this RFP. Respondents may offer alternative or additional scope elements with clear justification consistent with the required outcomes of this effort.

At this time, it is anticipated that one (1) Applicant selection will be made from this contract opportunity, but the City reserves the right to modify the award structure if deemed appropriate. The award to the successful Applicant(s) is expected to encompass a negotiated total amount of study services over a contract term length of at least one (1) year in a Cost Plus Fixed Fee type contract. There is a DBE Participation Goal of Twenty-Five Percent (25%) for the life of the agreement resulting from this contract opportunity.

E. General Disclaimer of the City

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

II. Scope of Work

A. Project Details

This effort is intended to provide two primary outcomes. The first is to **identify effective options or alternatives** for equitably maximizing access to important activities by users of all travel modes. Such options should reflect a technically-sound and multi-faceted strategic vision.

The three key measures of effectiveness against which identified options or alternatives will be judged are: safety, accessibility (rather than speed or throughput), and reliability. This is consistent with the principles of equity and the goal of using transportation to create “ladders of opportunity.” Federal funding was awarded for this effort particularly because of its promise in achieving these goals. This program should identify engineering solutions at the conceptual design level that will support more predictable travel options, not just faster travel options.

The second focus is to **identify projects that will be built over two sequential time horizons**. Many studies over the last several decades have contributed to our understanding of the issues along the Boulevard, but there has been marginal tangible improvement to infrastructure as a result of this work. Current exceptions are (1) a collaborative traffic safety initiative by the City and PennDOT, and (2) a joint initiative by SEPTA and the City, with technical assistance from the Delaware Valley Regional Planning Commission, to implement a distinctive “better bus” operation operating within a limited access lane. These two efforts are envisioned for implementation in the near-term, within the next 5 years, but should not preclude the identification of new intersection, alignment or lane configurations, or the introduction of alternate transit modes for either program horizon.

This effort should break through “analysis paralysis” and tee up feasible design and operational solutions that stand apart in terms of: (1) the detail and scope of analysis undertaken; (2) the logic of phased improvements over time and (3) the attention to funding and financing tools

demonstrated to be effective at the corridor level and adaptable to the specific planning context of the Roosevelt Boulevard.

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

- Establish an actionable vision for the Boulevard as the region's premier complete street, an urban arterial serving all modes and users with the right mix of shared and dedicated lanes and paths.
- Identify long term transportation planning and design solutions that promote pedestrian, bicycle and vehicular comfort and safety while improving accessibility and reliability for the populations served along Roosevelt Boulevard.
- Raise the profile, ridership and performance of Boulevard transit.
- Establish achievable multimodal standards of reliability for the Boulevard, and identify engineering and ITS solutions that support those standards among the competing modes.
- Identify concepts for multi-modal circulation, transit oriented development and effective partnerships, and develop a robust toolkit for coordinated transportation and context-sensitive land use planning and decision making for implementing these concepts
- Identify opportunities to increase connectivity for communities, businesses and resources divided by the Boulevard.
- Develop technical material suitable for applications to fund interim and long-term capital projects. The information and findings produced in this project should seamlessly support federal and state-required analysis and environmental documentation for capital project development.
- Anticipate and help overcome the obstacles which have impeded previous attempts to implement significant Roosevelt Boulevard Corridor improvements.

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.

B. Services and Tangible Work Products

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 H, *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.

■ Project Management Plan

The selected consultant will:

- (1) Provide a project management plan, including milestones with details on how the schedule and budget relate to the project scope;
- (2) Develop a regular schedule of project meetings including internal meetings with the Steering Committee, and meetings with to-be-determined external stakeholders and community and business groups within the project area (meetings will take place within the City of Philadelphia);
- (3) Submit monthly progress reports coinciding with monthly invoices;
- (4) Propose and establish a project website or other suitable internet-based project tracking and communication forum;
- (5) Record and submit minutes for all meetings including internal consultant team meetings;
- (6) Make provisions for review of drawings, calculations, and other documents by client personnel on an unscheduled basis. If the Steering Committee determines that any submission is incomplete or contains excessive errors, the submission will be rejected and returned to the consultant for correction and resubmission.

Outside of meetings, reports and report feedback, all requests for direction, information, or clarification flow through the consultant project manager to the Steering Committee's key point of contact. The project manager is responsible for enforcing this discipline among all members of the contracted team. The Steering Committee may decide to modify or relax this protocol in which case changes or exceptions will be communicated explicitly to the project manager.

Deliverable: Project Management Plan

■ Quality Control/Quality Assurance Plan and Approach

The selected consultant shall address and provide a quality control and quality assurance plan approach for its work efforts. The Steering Committee reserves the right to approve or reject any proposed system or approach to the work. The concerns indicated by the Steering Committee are not considered closed until the Steering Committee indicates that the concern is closed. The Steering Committee may engage other contracted firms to provide supplemental analysis including peer review throughout the course of the project and the consultant team should be prepared to defend assumptions and in some cases reconcile differences in methods and findings resulting from this review work.

Deliverable:QA/QC Plan

▪ **Civic and Stakeholder Engagement and Outreach**

Roosevelt Boulevard is unique in the diversity of its citizen stakeholders. Few other corridors in 14 miles have over three dozen registered community organizations, two dozen elected officials at the federal, state and local levels, straddle a half dozen local planning districts, connect employment and activity centers in multiple counties and have as diverse a population. Traditional outreach efforts typically only engage a narrow segment of the population. This scope requires far more than a typical or traditional outreach effort.

The selected consultant will: engage stakeholders and the public through various media, including presentations, workshops, and social media in collaboration with the Steering Committee and its partners. The means and methods of public outreach and involvement should be advanced and inventive. They should encourage excitement and support for the overall work efforts while soliciting meaningful input and ideas. Civic engagement done right is not just an advertising campaign but a process. The selected consultants will be responsible for communicating information at all stages of the project. This will ensure that the input and ideas generated by Boulevard communities will be addressed and integrated in the final work products.

Deliverable: Civic and Stakeholder Engagement and Outreach Plan

▪ **Project Initiation and Kick-off**

The consultant in conjunction with the Steering Committee and other participants identified by the project sponsors will initiate the project through a kick-off working session that results in:

- (1) An expanded Problem Statement that:
 - a. Enumerates the challenges and opportunities associated with project objectives;
 - b. Describes criteria to pick alternatives, starting with safety, accessibility, and reliability, then adding cost and additional benefits;
 - c. Enumerates at a conceptual level state-of-the-art design and operational treatments that merit consideration for one or more sections of the corridor to address the challenges and opportunities related to one or more modes;
 - d. Breaks out/designates goals by feasibility in the near, medium or long term using a matrix to define different time frames within the Roosevelt Boulevard Multimodal Corridor Program.
- (2) A Finalized Scope of Work that:
 - a. Includes a final itemization and description of tasks and delineation of responsibilities among all project participants;
 - b. Confirms and formally establishes the project area boundaries to include key intersecting transportation and community facilities.
- (3) A Methodology that will establish the time frames for analysis, the analytical tools and techniques to be used and provides a preliminary indication of evaluation criteria.

Deliverables: Expanded Problem Statement, Finalized Scope of Work and Project Area, Outline of Project Methodology and Evaluation Criteria

▪ **Multimodal Transportation Analysis**

The tasks contained here reflect the scope of work for the Transportation Analysis Tasks of the Roosevelt Boulevard Multimodal Corridor Program. It is anticipated that the study effort resulting in the Program's projects will provide a detailed evaluation of alternative concepts for reconfiguration of Roosevelt Boulevard including but not limited to transit service operating in a dedicated guideway, access management achieving effective separation of express/through traffic from local traffic accessing neighborhood destinations, and significant modifications to provide for safe non-motorized movements, crossings, and transit access, including grade or lane separations within the context of the community.

Respondents should respond to the content below in their proposals. Respondents may suggest modifications to these sub-tasks or explain reasons for *deleting* others consistent with program purpose and need, and project goals and objectives, with well thought out justifications for doing so. Respondents should be cognizant that while there are 10 Tasks in this scope the anticipated level of effort for Tasks 7 through 10 is expected to comprise the majority of the work.

(1) Task I – Analyze Background Data

- a. Collect and inventory general data for existing corridor conditions. Consultant will document existing conditions related to travel patterns, including mode share, as well as land use, development housing, and population characteristics. General information can be obtained from prior or concurrent efforts. Some data will be updated from more current sources. This effort is not expected to result original work. The project team will coordinate with the region's MPO, DVRPC, to obtain data, analysis tools and corridor area improvement concepts from a number of ongoing and soon to be completed studies. The background conditions analysis will provide stakeholders and planners with the data necessary to establish a baseline for projecting future conditions, and comparing and refining transportation options.
- b. Review previous studies. The consultant should examine previous studies, and synthesize them in a review document that identifies key data and assumptions (highlighting as necessary changes in demographics, traffic volumes, transit usage, land use, etc. that formed the underlying assumptions for previous efforts). This document can be used to identify areas needing reevaluation. More recent studies will also identify key stakeholders such as community organizations, business groups, advocacy groups and other corridor representatives. The consultant should identify obstacles established in other studies and analyze how they will be over come as part of this project.
- c. Scan, synthesize, and benchmark comparable studies or projects. The team will conduct a scan to identify comparable projects and studies conducted in other locations. The team will review these studies and synthesize the results, highlighting findings and selecting relevant and analogous improvement options and project processes.

(2) Task 2 - Analyze Existing Travel Patterns

- a. Data Collection. This task will serve as a framework for analyzing data on pedestrian, bike, transit, and motor vehicle movements including vehicular classification data at intersections along the Boulevard. With improved safety as one of the three primary measures of a better Roosevelt Boulevard, data on crashes should be updated from information based on the latest PennDOT crash data and a forthcoming DVRPC study report. Some of this data will be available from DVRPC in the form of tabulated observations. Additional data will be available for tabulation based on video records at intersections taken by DVRPC in its Roosevelt Boulevard Safety Study of 2014.

Updated vehicular, pedestrian and ridership count data will be necessary. However, it may be appropriate to substitute robust estimates for actual counts, especially at unsignalized intersections and at the crossovers between express and local lanes. The strategy to obtain this data should describe approaches not only for collecting counts, but also for collecting or estimating origin destination data, saturation flow, and queuing data at critical locations along the corridor. The team will coordinate with the Philadelphia Streets Department to obtain signal timing information as well as with SEPTA to obtain up to date ridership, schedule and other transit performance data.

Note: This strategy and approach must be approved by the Steering Committee prior to implementation.

- b. Analysis. The safety of key locations along the Boulevard shall be evaluated using the predictive methodology described in Part C of the Highway Safety Manual or a similarly suitable quantitative method. Respondent must quantify and map diversion patterns for trips that avoid Roosevelt Boulevard in favor of parallel streets during periods of congestion, and also quantify the use of the Roosevelt Boulevard for diversion of traffic from I-95.

Where appropriate, consultant should utilize existing data to model traffic for the entire boulevard including critical locations on parallel or intersecting roads. While the model may rely on deterministic analysis tools (SYNCHRO, VISTRO, etc.) for some analysis, at the very least a microsimulation tool will be required for significant segments of the Boulevard to satisfy analysis goals. Some segments will already have been modeled by DVRPC using VISSIM. The consultant will coordinate with the Steering Committee to determine what extensions are merited and whether a VISSIM model should cover the length of Roosevelt Boulevard.

The consultant will provide information to validate and calibrate analysis using the regional travel demand model and collaborate on linking a subarea of the forecasting model to the microsimulation or deterministic traffic models used by the team to evaluate existing traffic. The consultant will provide support to DVRPC for developing and estimating accessibility and reliability measures for the existing conditions.

Note: All models and modeling files should be suitable to be transferred to the Steering Committee along with basic documentation for peer review as required during analysis. At the conclusion of the project, the Philadelphia Streets Department will assume possession of all modeling files and documentation.

(3) Task 3 - Analyze Existing Conditions regarding Land Use, Housing and Population

- a. *Data Collection.* Other project participants under the direction of the Philadelphia City Planning Commission will compile an up to date land use inventory of the corridor. This work will also provide an inventory of corridor building stock, including vacancies, and will update demographic information if deemed appropriate and necessary. Data collected by other project participants will also be compiled and in some instances map public attitudes regarding the Boulevard.
- b. *Analysis.* Consultant will obtain the results of this work, review it and incorporate it into project documentation of existing conditions. Consultant should facilitate or expedite the process of finalizing the collection of land use, housing and population data.

Deliverables: Multiple formats of outputs are expected from Tasks 1, 2, and 3 including inventories, matrices, white papers, maps, and models. The best means and methods of communicating these interim efforts to the SC and external stakeholders is left to the professional judgment of the successful respondent.

Outreach: At this juncture prior to developing any broad vision or alternatives, input should be solicited through briefings and interviews of elected officials/staff, and by initiating the first round of civic engagement. At this time the public's vision and goals for a better Roosevelt Boulevard shall be obtained.

4. Task 4 –Develop Integrated Land-use and Transportation Corridor Vision

To ensure that interim improvement projects are not contradicted by longer range incremental plans and overall consistency with the expanded problem statement an overall corridor vision shall be developed to guide the subsequent technical analysis. In coordination with the Steering Committee this effort will be underpinned by a broad description of the purpose and need for improvements to Roosevelt Boulevard for use and refinement in all subsequent tasks.

Deliverable: Written and Illustrated Roosevelt Boulevard Corridor Vision, Purpose and Needs Statement

5. Task 5 - Interim Year Alternatives Synthesis and Definition

This process will consist of synthesizing locally specific and mode specific concepts into multimodal corridor wide improvement alternatives each defined to a consistent level of detail. The Interim Year period *for program implementation consideration spans up to 7 years post the Multimodal Program's project completion.* The Region's Transportation Demand Model will be calibrated with appropriate inputs as directed by the Steering committee. DVRPC's modeling work efforts for this project will be accomplished through a separate agreement, albeit under the same funding stream under which the respondent's efforts will be remunerated.

- a. Establish Baseline from which Needed Improvements will be Derived. The baseline for alternative analysis will consist of the existing intersection and road segment geometries served by an enhanced bus service without dedicated lanes. This concept will be obtained from the forthcoming DVRPC” Alternatives Development for Roosevelt Boulevard Transit Enhancements.” Currently this Report is in a limited access Final Draft format but will be released to RFP respondents upon request by Greg Krykewycz (gkrykewycz@dvrpc.org) on or after March 25, 2015. This transit alternatives development study sets out an operating concept which is the focus of a six month microsimulation/operations analysis begun in March 2015. Together these companion efforts comprise the enhanced bus service concept. This concept may be subject to further modifications subsequently identified by the Steering Committee. Survey work will be accomplished under the auspices of the Department Streets as required by city engineers in conjunction with this overall project effort.
- b. Define Base Year Purpose and Need. The purpose and need for Boulevard improvements will be developed inductively. Observations and analysis undertaken in Task 2 will be distilled to generalize the circulation, mode share and safety patterns that occur along the corridor. This will also involve travel forecasting and microsimulation of the base interim scenario.
- (1) Problem Hotspots Impacting General Mobility. Persistent and anticipated traffic patterns that contribute to safety, circulation and other transportation problems at one or more locations along the corridor will be enumerated. This work should encapsulate how the interaction of street dimensions, traffic controls, traffic speeds and volumes, neighborhood character, local activities, key destinations etc. present challenges or opportunities in terms of safety, accessibility and reliability as well as other quality of life concerns and context. Patterns that are revealed should be described in terms of behaviors or characteristics that are amenable to some level of mitigation.
- (2) Examples of “Problem Hotspots” might include:
- Bus Stop Blockage
 - Left Turn Gridlock
 - Excessive Pedestrian Crossing Delay
 - Problematic Driveway Spacing
 - Multi-lane weaving
 - Signal Progression Failure
 - Pedestrian Barriers
 - Jaywalking
 - Racing
 - Sidewalk and Crosswalk Conditions
 - On-street Parking Patterns and Practices
- c. Define Interim Year Purpose and Need For Transit Operations. Demand will be established in consultation with DVRPC relying on its estimates of mode share obtained from regional demand modeling. The supply considerations will rest upon the goals and

standards for service characteristics in terms of frequency of service, comfort, stop access, amenities, span of service and route coverage and other quality of service measures.

- d. Define Interim Year Purpose and Need For Non-motorized Transportation. Estimates of bike use and walking obtained from modeling, may be supplemented as deemed appropriate through survey or other means. Identified gaps in connectivity and specific impediments to bike or pedestrian quality of service should be quantified, mapped and enumerated.

Deliverable: Problem Hotspots Guide. Hotspots, and as identified, problem patterns will be inventoried and mapped (or profiled) as they appear along the Boulevard. Some indication must be provided of problem severity and temporal basis (if any). The consultant should try to creatively, yet succinctly, capture, identify and reflect transit and non-motorized problem patterns in the Guide, including those that do not readily adapt to a point or spot on the map. For example, reflecting the problem or challenge raised from work commute O and D data as to the competitive disadvantage of how long it takes to get to work by transit if you live in Oxford Circle and work at HUP compared to driving.

- e. Synthesize Interim Year or Short Term Alternatives

- (1) *Generate Improvement Concepts.* Complementing the inventory of Problem Hotspots and Mobility Patterns along the Boulevard a catalog of idealized improvements will be developed. The improvements concepts should be tangible examples of enhancements to the safety and reliability of arterial traffic not initially bounded by the feasibility constraints of the existing Boulevard. They should be developed with sufficient specificity to support conceptual cost estimation. This should include an improvement program appropriate for implementation in this context over a 2 to 7 year time frame.

- (2) *Transit improvements* will be developed based on the base case concepts presented in the DVRPC “Better Bus” Service Concept supplemented on the basis of capital opportunities and requirements conveyed by the Steering Committee.

- (3) *Non-motorized improvements* will be identified based on logical extensions and connections of the pedestrian, bike and trail facilities drawing from state of the practice design alternatives.

- f. Prepare Interim Recommendations. Justification of ideal or best practice interim recommendations shall align with identified circulation and safety “Problem Hotspots” and resulting problem mobility patterns, and the Purpose and Need Statement. Comments on the cost, effectiveness and suitability of these improvements operating in isolation as well as in combinations, will comprise the specific interim concept recommendations improvement program.

Deliverables: Background Conditions, Hot Spots Guide or Profile and Interim Improvement Concepts. A document incorporating background conditions and presenting maps and other schematics as appropriate to convey in general terms, both the problematic safety and circulation patterns and local conceptual options that may resolve these problems shall be prepared. This

document will be supplemented with presentation materials suitable for stakeholders and the civic engagement workshops.

Outreach Forum 1: Up to 5 public workshops will be held to validate assumptions of traffic and safety problems, communicate best practices used to solve similar problems in other locales, present synthesize of prior civic engagement input, vision and goals, and demonstrate how those inputs align with idealized solutions and obtain the next round of community and stakeholder feedback (The team will provide materials and present in multiple languages as required for specific venues.)

Note: The outreach process and feedback will be documented for review by the Steering Committee in conformance with established guidance.

- g. Establish Evaluation Criteria. Specify criteria for use in evaluating alternatives that reflect the overall project goals to improve safety, accessibility and reliability in that order. The criteria should consist of simple and logical expressions of the project goals in a manner that facilitates the synthesis of concepts into alternatives and enables refinement of these alternatives through modeling and analysis. The criteria should ensure that these goals are given priority over other measures of effectiveness generated from the use of analysis tools. These should also reflect the findings of background analysis and feedback obtained through public outreach and workshops.

Note: Criteria shall be approved by the Steering Committee consistent with the Vision developed in Task 4

- h. Alternatives Synthesis Process. Based on the idealized improvements/concepts identified in alignment with the Patterns Guide and the feedback obtained from the Community, the team will synthesize the concepts developed to address the challenges the Boulevard presents as well as the opportunities to improve safety, accessibility and reliability for all modes and users. It is anticipated that 10-12 permutations of the concepts developed in Task 4 (c) can be synthesized into a short list of 3 to 4 distinct yet coherent corridor wide improvement alternatives. This will involve a three step process:

- (1) **Select** combination of local or mode specific improvement concepts
- (2) **Integrate** local improvements and adapt them to harmonize at a corridor level
- (3) **Evaluate and Refine** through formalized analysis process working with DVRPC (see Exhibit X below).

Exhibit X – Scenario Evaluation Cycle
1. DVRPC runs the regional TIM 2 VISUM Travel Demand Model with near term land use and demographic assumptions and assuming the appropriate base travel network characteristics for the time period in question. (or with major capacity changes (i.e. lane drops) for each alternative concept)

2. DVRPC provides the consultant team with a subarea “cut out” of the Boulevard and adjacent facilities for microsimulation (for each alternative concept) and with modified TIM2.2 model.
3. The team will incorporate origin destination data from the cut out into the base microsimulation model developed for the background analysis.
4. The team will modify the base microsimulation model to reflect operational and geometric changes entailed in each alternative concept.
5. The team will evaluate the model to supply standard measures of effectiveness for vehicle traffic and also to identify potential circulation impacts to all modes.
6. The team will isolate capacity changes reflected in the microsimulation and coordinate with DVRPC to incorporate these back into the regional TIM 2 model.
7. DVRPC and the team will collaborate on rerunning the TIM 2 model to identify changes to origin destination patterns as well as assignment patterns reflecting trip induction as well as diversion from the Boulevard to alternate transit routes. DVRPC will approve a revised cut out model.
8. The team will revise the microsimulation analysis for each alternative making minor adjustments improve performance and then rerun to report final measures of effectiveness and potential conflicts. This may involve identifying mitigations to a limited number of locations “off-the Boulevard.”

NOTE: ONE REFINEMENT SUBSEQUENT TO THE INITIAL THREE-STEP SYNTHESIS FOR THIS TASK ARE TO BE ANTICIPATED FOR EACH OF THE ALTERNATIVES DEVELOPED

- i. *Present Interim Year Analysis Results and Short list of Interim Alternatives.*

Deliverables: Narrative, graphic and schematic documentation of each interim term alternative; short list of 3-4 alternatives in addition to the base condition. Narrative descriptions shall include overall subjective comparisons of cost and performance as well as subjective remarks to describe intangible or difficult to quantify expectations regarding the performance, constructability and overall feasibility of the different options. Renderings, as appropriate, for each alternative.

Outreach Forum 2: Up to 5 public workshops to report findings of the first round of civic engagement and present in context the Short List of Interim Alternatives. The public shall be encouraged to propose additional alternatives.

Task 6– Long- range Alternative Definition

The definition of long -range alternatives will build on the findings of the interim analysis and the short list of alternatives as well as the feedback from outreach briefings, interviews and civic engagement workshops. This task will incorporate significant assumptions developed by the Steering Committee and other project participants with respect to long term land use and demographic changes, as well as a more profound Corridor Vision developed for its future character and operation as a whole. The Corridor Vision should be consistent with the purpose and needs development in Task 4. Throughout this Task coordination with the Steering Committee and DVRPC modelers will be an iterative but focused process.

- a. *Identify Scenarios.* Consultant will coordinate with DVRPC, the Steering Committee and other project participants to identify two separate long range Land Use and Demographic Scenarios based on a local trend and a moderately accelerated national trend growth scenario. The horizon year for this analysis will be 2040.
- b. *Identify Base Network Conditions.* Establishing base travel network assumptions for long -range analysis may consist of base interim network assumptions with or without some modification. The Base Network Conditions may incorporate the preferred interim alternative or package of alternative improvements to be programmed over the course of the interim period.
- c. *Define/Refine Long Term Purpose and Need.* The consultant will approach long term purpose and need first by revising the Problem Hotspot and Mobility Patterns guidance to anticipate residual or new challenges identified from the analysis of long -range base conditions and implementation of short-range and interim improvements. This will involve travel forecasting and microsimulation of the base long term scenario (steps 1-4 of from Exhibit X). Finally a more encompassing description of goals for all modes of travel will be developed and variance between the Short List of Interim Alternatives and the Corridor Vision will be documented.

Deliverable: Long Term Purpose and Need Statement with Steering Committee approval

- d. *Synthesize Long Term Alternatives*
 - (1) *Generate Long -Range Improvement Concepts.* Review the improvement concepts developed for interim conditions and supplement these with more intensive, broader and systematic modifications to the Boulevard that are appropriate to implement over an approximate twelve year time frame beginning roughly 7 or ten years out, post project completion, through to the horizon year of 2040. These should also be developed to a specificity sufficient to support conceptual cost estimation.
 - (2) *Match Long -Range Concepts to Revised Problem Patterns.* The mapping and description of long- range improvement concepts will be revised and updated to include long term solutions. The mapping of anticipated or revised problem hotspots and/or problem mobility patterns and long -range improvements will be subject to revision based on modifications to the urban fabric developed by the Steering Committee and other project participants under each of the two Land use scenarios. This may include changes in public policy and practice impacting circulation and parking related challenges, zoning changes to increase density or generate mixed use redevelopment, impacts of transit mode shift over the interim improvement program (for example a shift from local bus operations to light rail or BRT to heavy rail over the course of programmed improvements), specific targeted transit oriented development concepts, or other station/stop placement and access conditions.

- (3) *Communicate Long Term Concepts.* At the conceptual level a program of long term transportation improvement concepts in the context of broader corridor wide goals will be fully vetted by the Steering Committee, and other selected project participants. At the conclusion of this process, prepare outreach on land use and other broad corridor-wide development goals and strategies reflected within the long-term concepts.
- (4) *Update Evaluation Criteria.* The team will revise the criteria for use in evaluating the safety, accessibility and reliability of project alternatives as appropriate to reflect the longer time frame under study in the long range scenarios.
- e. *Refine 3-step Alternatives Synthesis.* Similar to the interim scenario, long -range improvement concepts will be revised based on feedback from outreach and coordination with the Steering Committee to adapt these to long- range land use and urban design objectives. It is anticipated that 4-6 permutations of the concepts developed in Task 6. d. (1) can be synthesized into corridor wide improvement alternatives. Each alternative will be evaluated for both of the two land use/ demographic scenarios identified above (i.e. the local trend and national trend growth scenarios).

The process of synthesis will involve the same three step process identified for interim conditions but the process of evaluation and refinement may be more extensive:

- (1) *Select* combination of local or mode specific improvement concepts
- (2) *Integrate* local improvements and adapt them to harmonize at a corridor level
- (3) *Evaluate and Refine* through formalized analysis process working with DVRPC (refer again to Exhibit X).

Individual improvement alternatives will be refined based on travel patterns forecasted by either (1) the local trend or (2) the national trend scenario (however results for both scenarios will be included as indicated below). The process of refining long -range alternatives may involve a greater degree of modification than for interim alternative definition. In such cases this may also require further feedback through the scenario evaluation cycle in coordination with DVRPC.

NOTE: No more than 4 distinct refinements subsequent to the initial three-step synthesis for each scenario for this task are anticipated.

- f. *Present Long Range Analysis Results and Short List of Long-Range Alternatives*

Deliverables: Narrative, graphic and schematic documentation of each long term alternative; short list of 3-5 alternatives. Narrative descriptions will include overall subjective comparisons of cost and performance. Subjective remarks to describe intangible or difficult to quantify expectations regarding the performance, constructability and overall feasibility of the different options will be required. Include renderings as appropriate for each long-range alternative.

Outreach Forum 3: Up to 5 public meetings to discuss long-range alternatives, solicit questions and comments, and educate the public on how the short and long term alternatives integrate into one vision and implemental incremental improvement program.

Task 7 - Alternatives Summary Report

Based on the findings of the previous tasks, including feedback from the Steering Committee and honed in the course of civic engagement and all other mediums for communications with stakeholders the consultant team will prepare a summary report describing the alternatives and their anticipated performance for the interim condition, and both of the long range growth scenarios. This documentation should include order of magnitude cost estimates and highlight the benefits and constraints of each alternative with quantified and qualitative evidence. The project report should address in detail the performance of each alternative in satisfying the purpose and needs of that time frame and an assessment as to how it relates to the overall Corridor Vision established at the start of the analysis. Specific attention will be given to each mode in this respect.

Deliverable: Alternatives Summary Report including existing, interim and long-term findings supplemented by matrices, renderings, tables , analysis, etc.

Task 8 – Support Alternatives Screening

The Roosevelt Boulevard Multimodal Corridor Program consultant will provide support for alternatives screening including cost benefit analysis and environmental screening. Significant components of this work will be coordinated with the Steering Committee and may be performed by other project participants relying on the consultant team’s input and feedback. The consultant will be responsible for determining the direct life cycle infrastructure costs and the transportation costs and benefits of the alternatives and will contribute important inputs to assess the environmental justice impacts.

a. Cost Benefit Analysis

(1) Direct Life Cycle Cost Estimates

Conceptual cost estimates developed during the process of synthesizing corridor alternatives will be refined to develop preliminary cost estimates for each of the shortlisted project alternatives. The Steering Committee and other project participants or contractors will provide the consultant with a topographic and utility survey of the Boulevard to assist in this task.

Cost estimates should address construction as well as other life cycle costs such as operations and maintenance and financing costs based on stated defensible assumptions.

(2) Transportation Costs and Benefits

Wherever practical, quantified monetary estimates of the transportation costs and benefits of each alternative shall include estimates of travel time costs and savings as well as identifiable out of pocket costs and savings.

In addition the consultant will enumerate and account for non monetary benefits with a focus on improvements to safety and accessibility.

b. Indirect Costs and Benefits

The consultant will provide data and other support to the Steering Committee and other project participants to evaluate the regional economic, environmental and public health impacts of the project alternatives. As with transportation impacts, the consultant will coordinate with the Steering Committee and the other project participants to assess methods for translating these benefits in terms of direct monetary equivalents.

c. Environmental Screening

The consultant team will be provided data and other support by the Steering Committee and other project participants to assist in performing environmental screening of the project alternatives. Transportation analysis will be extended to determine air-quality and noise impacts. Detailed environmental assessment and clearance is not envisioned for any of the project interim or long-term alternatives. However the relative order of magnitude of such efforts needs to be sufficiently identified so as to incorporate such efforts into projected capital costs and help assess ease of implementation over the suggested programmatic phasing schedule.

This environmental screening effort may identify the need for further clarification of concept details and construction/implementation methods. This effort shall include an overlay which evaluates possible environmental justice impacts of different alternatives in terms of safety, accessibility and connectivity on vulnerable communities.

Deliverable: White/working papers as appropriate for incorporation in final tasks.

Task 9 – Conceptual Plan and Implementation Strategy

Prepare conceptual designs in order to illustrate and systematically validate the engineering feasibility of the major components of viable alternatives. Particular attention will be paid to detailed conceptualization of recommended improvements based on cost benefit and environmental screening and potential for phasing of certain elements for more immediate deployment.

The conclusion of this task documentation should fully lend itself to formal NEPA requirements and application for capital grants. The conceptual or preliminary engineering effort for this project is not being defined in terms of a percent complete, although the respondent may have views on this matter. However it must be advanced to the extent that a capital cost including reasonable contingencies for each component of the preferred alternative is asserted with sufficient confidence to move forward efficiently to the generation of preliminary engineering designs and specifications when that stage of project development occurs.

a. Designation of Preferred Alternative

(1) In accordance with previously established methodology and selection criteria designate one highly viable interim and one most viable long -range alternative. This will incorporate all previous analysis including cost benefit and environmental screening. The performance of the long- range alternative under each of the growth scenarios should be considered in this process. It may ultimately prove necessary that both growth scenarios are represented in the “Preferred Alternative.” The consultant will participate in and document the selection process.

(2) Prepare Conceptual Designs of each alternative and renderings as appropriate

Deliverables: Documentation of selection process and conceptual design, materials as needed for briefings and open houses.

Outreach Forum 4: Up to 5 public open houses will be held to unveil the Conceptual Plan and secure the final round of input. The Steering Committee will lead efforts with consultant team assistance to brief key stakeholders and elected officials immediately prior to these open houses.

b. Long Range Concept Elaboration

Refine the preferred long range project concept elaborating and clarifying the elements in order to facilitate environmental assessment and preliminary engineering as part of future studies and reflect and address all feedback and input from the outreach and civic engagement process. The development of a conceptual plan will demonstrate a robust relationship between transportation network improvements and integrated land use components, especially transit oriented development concepts as previously provided by the Steering Committee and other project participants. The results of this work should serve as a basis for future detailed project planning and design efforts. This, in turn, will constitute the program for Roosevelt Boulevard Corridor improvements.

c. Implementation Strategy

(1) Financing Plan and Funding Tools

It is presumed that implementation of the long- range concept through construction which solely relies on traditional public funding sources would not be prudent. A financing and funding plan which spans the gamut between traditional best practice as well as innovative public and private project financing and funding tools and strategies is required. The team will indicate the effectiveness, appropriateness and feasibility of applying these tools and strategies given the context of the specific recommended improvement program project components. Any limitations or obstacles presented by state and local laws and regulations should be also noted.

The team will outline a financing and funding plan that describes a coherent strategy for maximizing city, state and federal contributions to the preferred alternatives and identifies a broad range of alternative or innovative sources, as diverse as private sponsorship opportunities to tax increment financing enabled by creation of special development district designations. The plan shall include recommended approaches to securing this financing and funding.

Deliverable: Draft Financing Plan for Steering Committee approval prior to integration into Final Project Documentation

(2) *Recommended Phasing and Sequencing of Improvements*

The team will recommend two sequences of improvements starting from the base condition: one to achieve the preferred interim improvements and a second to proceed from the interim improved condition to the preferred long- range condition. It is understood that there may be some overlap. The recommendation will include a timeline illustrating the recommended sequences along with the associated costs and summary of the benefits at each stage of the improvement program for the Roosevelt Boulevard Corridor. A narrative will be included that justifies the steps in the sequence in terms of cost savings, priority of key benefits, and enhancement of overall project feasibility among other factors.

Deliverable: Draft Phasing and Sequencing Plan for Steering Committee final approval

Task 10 - Concept Documentation and Presentation and Final Project Documentation

The preferred alternatives and implementation strategy will be documented in a bound report. The consultant team will support the Steering Committee and other project participants in presenting the preferred improvement concepts and the implementation strategy to the public. The consultant team will compile all of the project deliverables in to a master report. The body of the report will synthesize the Background Analysis, Alternatives Summary and Concept Plan and Implementation Strategy. Appendices will be included that consolidate other deliverables including the circulation and safety “Problem Hotspots” and improvement guidance, special reports developed through the Steering Committee by other project participants as well as analysis results.

Final Outreach Forum – Up to 2 Open Houses will be held to celebrate and launch the completion of the Roosevelt Boulevard Multimodal Corridor Program

2. Tangible Work Products

The Department requires completion and delivery of at least the tangible work products listed below. The proposed scope of work should state in detail how the Applicant will produce each work product, including the personnel/job titles (as identified in Section H, *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.

- Project Management Plan
- QA/QC Plan
- Civic and Stakeholder Engagement and Outreach Plan

- Expanded Problem Statement, Finalized Scope of Work and Project Area, Outline of Project Methodology and Evaluation Criteria
- Multiple formats of outputs from Tasks 1, 2, and 3 including inventories, matrices, white papers, maps, and models. The best means and methods of communicating these interim efforts to the Steering Committee and external stakeholders is left to the professional judgment of the successful respondent.
- Outreach. Prior to developing any broad vision or alternatives, input should be solicited through briefings and interviews of elected officials/staff, and by initiating the first round of civic engagement. At this time the public's vision and goals for a better Roosevelt Boulevard shall be obtained.
- Written and Illustrated Roosevelt Boulevard Corridor Vision, Purpose and Needs Statement
- Problem Hotspots Guide.
- Background Conditions, Hot Spots Guide or Profile and Interim Improvement Concepts. This document will be supplemented with presentation materials suitable for stakeholders and the civic engagement workshops.
- Outreach Forum 1: Up to 5 public workshops will be held to validate assumptions of traffic and safety problems, communicate best practices used to solve similar problems in other locales, present synthesize of prior civic engagement input, vision and goals, and demonstrate how those inputs align with idealized solutions and obtain the next round of community and stakeholder feedback. (The team will provide materials and present in multiple languages as required for specific venues.)
- Narrative, graphic and schematic documentation of each interim term alternative; short list of 3-4 alternatives in addition to the base condition. Narrative descriptions shall include overall subjective comparisons of cost and performance as well as subjective remarks to describe intangible or difficult to quantify expectations regarding the performance, constructability and overall feasibility of the different options. Renderings, as appropriate, for each alternative.
- Outreach Forum 2: Up to 5 public workshops to report findings of the first round of civic engagement and present in context the Short List of Interim Alternatives.
- Long Term Purpose and Need Statement with Steering Committee approval
- Narrative, graphic and schematic documentation of each long term alternative; short list of 3-5 alternatives. Narrative descriptions will include overall subjective comparisons of cost and performance. Subjective remarks to describe intangible or difficult to quantify expectations regarding the performance, constructability and overall feasibility of the different options will be required. Include renderings as appropriate for each long-range alternative.
- Outreach Forum 3: Up to 5 public meetings to discuss long-range alternatives, solicit questions and comments, and educate the public on how the short and long term alternatives integrate into one vision and implemental incremental improvement program.
- Alternatives Summary Report including existing, interim and long-term findings supplemented by matrices, renderings, tables, analysis, etc.
- White/working papers as appropriate for incorporation in final tasks.
- Documentation of selection process and conceptual design, materials as needed for briefings and open houses.
- Outreach Forum 4: Up to 5 public open houses will be held to unveil the Conceptual Plan and secure the final round of input. The Steering Committee will lead efforts with consultant

team assistance to brief key stakeholders and elected officials immediately prior to these open houses.

- Draft Financing Plan for Steering Committee approval
- Draft Phasing and Sequencing Plan for Steering Committee final approval
- Final Outreach Forum – Up to 2 Open Houses will be held to celebrate and launch the completion of the Roosevelt Boulevard Multimodal Corridor Program

C. Timetable

This effort will commence upon issuance of a Notice to Proceed. All technical work, including a final report and supporting documentation, should be completed in 36 months.

The Respondent firm or team shall provide a detailed schedule of Tasks which corresponds to the sequence and requirements of this RFP. Respondent may offer an alternative Project Timeline with an explanation of how that schedule would improve the overall work product while achieving project goals and objectives.

If the successful respondent, in conjunction with the Steering Committee or any of its constituent entities, identifies opportunities for implementing an alternative or improvement developed during the program's development, adjustments to the final products in terms of time and/or documentation shall be reflected.

D. Hours and Location of Work

The Applicant will be expected to work typical hours of a typical work week. For all employees, overtime will be compensated at the standard rate of pay; premium pay will not be permitted.

The work is assumed to be performed at the company's local office.

E. 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 City of Philadelphia, and with all security policies and requirements of the City.

F. 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.

G. Cost Proposal

The hourly wage rates, Federal Acquisition Regulation (FAR) audited company overheads, allowable profit, and direct expenses eligible for reimbursement, must be approved in ECMS prior to performing work and will be in accordance with PennDOT Publication 93 -- except as noted below. The details will be formalized in a Fee Schedule during negotiations with the selected Applicant(s), then subsequently become an exhibit to the contract. For all employees,

the hourly wage rates will be based upon qualifications and reasonable market salaries. All companies may request to update their hourly wage rates and company overheads rates once per year. The request must be submitted in writing to Streets for review and the rates are not effective until approved in writing. All travel and mileage reimbursement will follow City limitations. No fee or other mark-up will be permitted on direct expenses.

Retainage will be withheld in the amount of Ten Percent (10%) per invoice. Retainage will be released upon approval and acceptance of the final deliverable product by the City.

The detailed scope of work and contract amount will be negotiated based on the defined tasks, estimated task hours, current hourly wage rates, current company overheads, current allowable profit, and estimated direct expenses.

The total amount paid under the contract will not exceed the maximum amount and will be invoiced based on the actual task hours, actual hourly wage rates, actual company overheads, actual allowable profit, and actual direct expenses.

H. Organization and Personnel Requirements

The proposal must identify all personnel who will perform work on the project, by education level, skill set (described in detail), experience level, and job title. Resumes of all personnel so identified should be included in Applicant's proposal.

Project Manager, Project Team, Project Team Organization and Resumes: A description of the project team and resumes of key staff, including the role of all subconsultants shall be included. With the exception of the Project Manager, resumes shall be limited to two pages reflective of the professional planning and engineering expertise, local national and international technical knowledge, relationships and experience pertinent to the transformation of this multimodal corridor. A skills matrix by firm and staff may supplement the resumes of key staff.

Statement of Qualifications, Relevant Experience and References: Focus shall be on successfully accomplished similar projects in nature, size and scope. Where appropriate, studies cited which have subsequently moved into implementation by project sponsors should be noted.

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

A. Proposal Format

Proposals submitted in response to this RFP shall reflect the goals and objectives of this project and clearly describe how the respondent's effort, approach and schedule will address the problem statement. The response must demonstrate the competence and qualifications of the respondent team members. Exclusive of Required Certifications, Solicitation and Commitment Form and Statements and Disclosures as enumerated below, proposal should not exceed 60 pages in length.

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.E 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.C 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.D 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. Consider providing one or more of the following:

- General statement of the Applicant's financial condition;

- 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. **(Not Applicable)**

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.G for more information.)

15. 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.H for more information.)

16. 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.

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

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

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

If, after the City issues its Notice of Intent to Contract to an Applicant, the Applicant seeks Requested Exceptions to Contract Terms that were not stated in its proposal, the City may,

in its sole discretion, deny the Requested Exceptions without consideration or reject the proposal.

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

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

Each Applicant is subject to the provisions of Mayoral Executive Order 03-12, the City’s Antidiscrimination Policy, 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.

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

D. The Philadelphia Tax and Regulatory Status and Clearance Statement

It is the policy of the City of Philadelphia to ensure that each contractor and subcontractor has all required licenses and permits and is current with respect to the payment of City taxes or other indebtedness owed to the City (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), and is not in violation of other regulatory provisions contained in the Philadelphia Code. To assist the City, through its Department of Revenue and Department of Licenses and Inspections, in determining this status, each Applicant is required to

submit with its proposal the certification statement entitled City of Philadelphia Tax and Regulatory Status and Clearance Statement which is attached to this RFP as Appendix C.

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

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

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

Applicants need not have a City of Philadelphia Business Income and Receipts Tax Account Number (formerly Business Privilege Tax Account Number) and Commercial Activity License Number (formerly Business Privilege License Number) to respond to this RFP, but will, in most circumstances, be required to obtain one or both if selected for award of the contract contemplated by the RFP.¹ Applications for a Business Income and Receipts Tax Account Number or a Commercial Activity License² may be made on line by visiting the City of Philadelphia Business Services Portal at <http://business.phila.gov/Pages/Home.aspx> and clicking on "Register Now." If you have specific questions, call the Department of Revenue at 215-686-6600 for questions related to City of Philadelphia Business Income and Receipts Tax Account Number or the Department of Licenses and Inspections at 215-686-2490 for questions related to the Commercial Activity License.

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

Applicants are advised that any contract awarded pursuant to this RFP is a "Service Contract," and the successful Applicant under such contract is a "Service Contractor," as those terms are defined in Chapter 17-1300 of the Philadelphia Code ("Philadelphia 21st Century Minimum Wage and Benefits Standard Ordinance") Any Subcontractor (as defined in the General Provisions attached as an Appendix to this RFP), and any sub-subcontractor at any tier proposed to perform services sought by this RFP, is also a "Service Contractor" for purposes of Chapter 17-1300. If any such Service Contractor (i.e. Applicant and subcontractors at any tier) is also an

¹ 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.

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

“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,³ 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.

F. Certification of Compliance with Equal Benefits Ordinance

If this RFP is a solicitation for a “Service Contract” as that term is defined in Philadelphia Code Section 17-1901(4) (“A contract for the furnishing of services to or for the City, except where services are incidental to the delivery of goods. The term does not include any contract with a governmental agency.”), and will result in a Service Contract in an amount in excess of \$250,000, pursuant to Chapter 17-1900 of the Philadelphia Code (*see* footnote 3 for online access to the Philadelphia Code), the successful Applicant shall, for any of its employees who reside in the City, or any of its employees who are non-residents subject to City wage tax under Philadelphia Code Section 19-1502(1)(b), be required to extend the same employment benefits the successful Applicant extends to spouses of its employees to life partners of such employees, absent a waiver by the City under Section 17-1904. By submission of their Proposals in response to this RFP, all Applicants so acknowledge and certify that, if awarded a Service Contract pursuant to this RFP, they will comply with the provisions of Chapter 17-1900 of the Philadelphia Code and will notify their employees of the employment benefits available to life partners pursuant to Chapter 17-1900. Following the award of a Service Contract subject to Chapter 17-1900 and prior to execution of the Service Contract by the City, the successful Applicant shall certify that its employees have received the required notification of the employment benefits available to life partners and that such employment benefits will actually be available, or that the successful Applicant does not provide employment benefits to the spouses of married employees. The successful Applicant’s failure to comply with the provisions of

³ A link to the Philadelphia Code is available on the City’s official web site, www.phila.gov. Click on “City Code and Charter,” located to the bottom right of the Welcome page under the box “Transparency.”

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.

G. Local Business Entity or Local Impact Certification (Not Applicable)

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 (**Not Applicable**). The Applicant shall then also include in a separate section of the application, labeled “Local Business Entity or Local Impact Certification,” a statement that the Applicant believes it has met the Local Business Entity or Local Impact criteria “as set forth in the attached Local Business Entity or Local Impact Certification.” The City Department shall deem it a positive factor where the Applicant has, in the City’s sole discretion, met the Local Business Entity or Local Impact criteria.

H. 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 by clicking on eContract Philly.⁴ 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. 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,

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

(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 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 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.

I. Selection Process

This RFP is not a competitive bid subject to the requirement of Section 8-200 of the Philadelphia Home Rule Charter that award be made to the lowest responsible bidder. 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 (**Not Applicable**)
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 (**Not Applicable**)
9. Administrative and operational efficiency, requiring less City oversight and administration
10. Anticipated long-term cost effectiveness (**Not Applicable**)

11. Meets prequalification requirements
12. Applicant's certification of its Local Business Entity/Local Impact status pursuant to Executive Order 04-12 (**Not Applicable**)

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.

A Consultant Review Committee will evaluate each proposal submitted and at its discretion recommend a firm or team to the Project Consultant Selection Committee for selection. The most advantageous responsive responsible proposal will be selected for negotiation and award. Criteria have been established to guide the evaluation of each proposal. The top ranked firms after evaluation may be asked to make an oral presentation to the Selection Committee. Each firm's Project Manager must take part in such a presentation.

Proposals will be evaluated according to the following Criteria:

- 30% - Overall Quality of submitted proposal in meeting project goals and objectives
- 30% - Experience and Expertise in Multimodal Corridor Planning and Engineering
- 30% - Experience and Expertise in Civic Engagement, Outreach and Communications including Urban Design and Graphics in similar dense and diverse urban settings
- 10% - Proposed Project Manager, Record of On-time Performance and Availability of all key staff for the duration of Multimodal Program Project Timeline

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.

IV. Proposal Administration

A. Procurement Schedule

RFP Posted	March 23, 2015
Pre-Proposal Meeting	March 30, 2015
Applicant Questions Due	April 6, 2015
Answers Posted on eContract Philly Website	April 20, 2015
Proposals Due	April 24, 2015
Applicant Selection	May 8, 2015
Contract Execution	July 17, 2015
Commencement of Work	July 17, 2015

The above dates are estimates only and the City reserves the right, in its sole discretion, to change this schedule. Notice of changes in the pre-proposal meeting date/time or location, the due date for Applicant questions, and the date for proposal submission will be posted on the City's website at www.phila.gov/contracts (click on *eContract Philly*). The other dates/times listed may be changed without notice to prospective Applicants.

B. Questions Relating to the RFP

All questions concerning this RFP must be submitted in writing via email to

Denise Goren, Esq.
Director of Policy and Planning, Mayors Office of Transportation and Utilities
City of Philadelphia
1401 JFK Boulevard, Suite 1400
Philadelphia, PA 19102
Email: denise.goren@phila.gov

no later than 5:00 p.m. Philadelphia, PA, local time, on April 6, 2015, and may not be considered if not received by then. The City will respond to questions it considers appropriate to the RFP and of interest to all Applicants, but reserves the right, in its discretion, not to respond to any question. Responses will be posted on the City's website at www.phila.gov/contracts (click on *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

A pre-proposal meeting to review the requirements of this RFP will be held in Philadelphia, Pennsylvania on March 30, 2015, starting at 10:00 AM, at the following location: Municipal Services Building, 1401 J.F.Kennedy Boulevard, Room 1450, Philadelphia, PA 19102. Attendance at the pre-proposal meeting is mandatory.

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. Term of Contract

It is anticipated that the initial term of the Contract shall commence on July 17, 2015 (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 July 16, 2016. The City may, at its sole option, amend the Contract to add up to three (3) additional successive one-year terms (“Additional Terms”). Except as may be stated otherwise in such amendment, the terms and conditions of this Contract shall apply throughout each Additional Term.

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

A. Revisions to RFP

The City reserves the right to change, modify or revise the RFP at any time. Any revision to this RFP will be posted on 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

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

D. Contract Preparation Fee

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

<u>Amount of Contract or Amendment</u>	<u>For-Profit Fees</u>		<u>Non-Profit Fees</u>	
	<u>Contract</u>	<u>Amendment</u>	<u>Contract</u>	<u>Amendment</u>
\$0-\$30,000	\$50	\$50	\$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.

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. 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 ROOSEVELT BOULEVARD MULTIMODAL
PROGRAM SERVICES**

APPENDIX A



CITY OF PHILADELPHIA
PROFESSIONAL SERVICES CONTRACTS/ FHWA FUNDED
DEPARTMENT OF STREETS
GENERAL PROVISIONS
FOR
ARCHITECT AND ENGINEER SERVICES

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GENERAL PROVISIONS

ARTICLE I: DEFINITIONS

1.1 **ADA.** “ADA” shall have the meaning set forth in Section 14.5 (Americans with Disabilities Act) below.

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

1.3 **Additional Term, Additional Terms.** “Additional Term” and “Additional Terms” shall have the meanings set forth in Section 2.2 (Additional Terms) below.

1.4 **Appropriated Fiscal Year.** “Appropriated Fiscal Year” shall have the meaning set forth in Section 5.3 (Crossing Fiscal Years) below.

1.5 **Amendment.** “Amendment” means a written modification or change to any Contract Document signed by both Parties.

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

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

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

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

1.10 **City.** The “City” means The City of Philadelphia, a corporation and body politic existing under the laws of the Commonwealth of Pennsylvania, and includes its various executive and administrative departments, agencies, boards and commissions, including the Department and its legislature, City Council. The City is a City of the First Class under the laws of the Commonwealth of Pennsylvania.

1.11 **City Council.** “City Council” means the Council of The City of Philadelphia, as described in Article II of the Charter. City Council is the legislature of the City.

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

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

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

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

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

1.17 **Contributions.** “Contributions” shall have the meaning set forth in the Pennsylvania Election Code, 25 P.S. Section 3241.

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

1.19 **Event of Default.** “Event of Default” means those events defined and identified in Section 11.1 (Events of Default) of these General Provisions.

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

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

1.22 **General Provisions.** “General Provisions” means these “The City of Philadelphia Professional Services Contract General Provisions for General Consultant Services”, which contains the standard provisions required by the City in its general consultant professional services contracts, and any exhibits identified in these General Provisions.

1.23 **Initial Term.** “Initial Term” shall have the meaning set forth in Section 2.1 (Initial Term) below.

1.24 **Interpretation; Number, Gender.** The words “herein” “hereof” and “hereunder” and other words of similar import refer to this Contract as a whole, including all of the Contract Documents and not to any particular article, section, subsection or clause contained in the Contract Documents. Whenever the context requires, words used in the singular shall be construed to include the plural and vice versa, and pronouns of any gender shall be deemed to include the masculine, feminine and neuter genders.

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

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

1.27 **Party; Parties.** A “Party” means either the City or Provider; the “Parties” means the City and Provider.

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

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

1.30 **Provider Agreement.** The “Provider Agreement” means the instrument, part of the Contract Documents, which sets forth the terms, covenants and conditions specific to Provider's engagement.

1.31 **Responsible Official.** The “Responsible Official” means the director, commissioner or other head of the Department.

1.32 **Scope of Services.** “Scope of Services” means the document(s) attached as an exhibit (or as exhibits) to the Provider Agreement, which set(s) forth the Services to be rendered and Materials to be provided under this Contract, the time frames within which the Services are to be rendered and the Materials are to be provided, and other requirements Provider must satisfy in rendering the Services and providing the Materials.

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

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

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

1.36 **Suspension Notice.** “Suspension Notice” means a written notice from the City to Provider pursuant to Section 13.1 (Termination or Suspension for Convenience) below suspending Provider’s performance under this Contract.

1.37 **Suspension Period.** “Suspension Period” means the period designated by the City in a Suspension Notice during which the City has suspended Provider’s performance under this Contract.

1.38 **Term.** “Term” has the meaning set forth in Section 2.1 (Initial Term) of the Provider Agreement.

1.39 **Termination Notice.** “Termination Notice” means a written notice from the City to Provider pursuant to Section 13.1 (Termination or Suspension for Convenience) below terminating this Contract.

ARTICLE II: TERM

2.1 **Initial Term.** The initial term (“Initial Term”) of this Contract is set forth in Section 2.1 of the Provider Agreement. In no event shall the Initial Term exceed one (1) year.

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

term of this Contract to add Additional Terms. Each Additional Term of this Contract shall be deemed to constitute a separate contract, whose term shall not exceed one (1) year.

ARTICLE III: PROVIDER'S DUTIES AND COVENANTS

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

(a) Prepare all drawings for design submissions using AutoCAD Systems, latest edition, or such other edition as determined by the City and in accordance with the American Institute of Architects ("AIA") "CAD Layer Guidelines" or such other guidelines as determined by the City. Final drawings shall be provided on mylar as well as in electronic format. In addition to providing submissions in accordance with Section 3.7 (Time Frame for Submissions) below, Provider shall furnish four (4) sets of sealed plans (per site) for permitting purposes and permit applications, each with required supporting documentation;

(b) Where applicable, prepare complete bidding specifications using standard Construction Specification Institute ("CSI") format or such other format as determined by the City. Specifications shall be provided in hard copy and in electronic format compatible with Microsoft Word, latest edition;

(c) Incorporate the latest developments in energy conservation measures into its design where applicable as determined by the City;

(d) All work described in any Construction Document shall comply with the Americans With Disabilities Act ("ADA"), 42 U.S.C. §§ 12101-12213 and all applicable regulations promulgated thereunder (provided, however, that this subsection 3.1(d) does not limit the applicability of Section 3.2 (Compliance with Applicable Law) below;

(e) When required by the Department, furnish progress reports with each payment request, or monthly, whichever represents the shorter period, describing accomplishments, decisions and overall progress made during the period covered by the report and including the most recent project schedule;

(f) Obtain sign-off of all utility service providers, government agencies having jurisdiction, and using agencies, as required by the specific project;

(g) Furnish construction cost estimates with the final submission of Construction Documents for each design phase, which shall be organized in accordance with CSI format and incorporate contingencies and escalations appropriate to the design development and project schedule;

(h) Have all Services and Materials performed by or reviewed, approved and sealed by architects and engineers duly licensed to practice in the Commonwealth of Pennsylvania. In addition, Provider covenants and agrees that it shall ensure that each Construction Document delivered by or on behalf of Provider under this Contract shall be duly psealed by a duly licensed architect or engineer, and, further, Provider shall with each such Construction Document, give its certificate, by a duly licensed architect or engineer, certifying that such Construction Document is in conformity with the requirements of this Contract;

(i) Coordinate the Services and Materials to be provided under the Contract and review and check all Services and Materials prior to submission to the City; and

(j) Where applicable, complete the Services and Materials required under the Contract to permit the award of a contract for the construction of the project at a price which does not exceed the construction budget. If all responsible and responsive bids for the construction contract exceed the construction budget, Provider shall perform such redesign and other Services as are necessary to permit contract award within the construction budget. These redesign services shall be performed at no additional cost to the City.

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

3.3 **Additional Services and Materials; Change in Scope of Services.** At any time during the term of this Contract, the City may, by written change order or request delivered by notice to Provider, make changes to the Scope of Services under this Contract, and the Parties will, if appropriate, negotiate an adjustment in compensation, subject to appropriation of funds therefor by City Council, if necessary. Provider shall not commence to perform or provide, and the City shall not pay for, any services or materials not included in this Contract (the "Additional Services and Materials") unless and until Provider receives written pre-authorization (by change

order or other request) from the Responsible Official that specifies the Additional Services and Materials to be provided. In no event shall the rates charged by Provider for said Additional Services and Materials exceed the lowest of (a) Provider's then current standard rates for such Services or Materials, (b) such rates as the City and Provider may have negotiated for this Contract, as set forth in the Provider Agreement, or (c) the lowest rate or rates that Provider may then be charging to other purchasers of like Services and Materials. If Provider requests changes to the Scope of Services, Provider must demonstrate to the satisfaction of the City, in its sole discretion, that the changes are necessary and not due to the acts or omissions of Provider. The City shall pay Provider additional compensation above the limit set forth in the Provider Agreement only if and when an Amendment to this Contract is duly executed by the Parties. The City shall have no responsibility or liability whatsoever for any fee, or for costs incurred by Provider for any services, materials or other costs or expenses, other than the Services and Materials and any duly approved Additional Services and Materials.

3.4 **Responsibility.**

(a) Notwithstanding the acceptance and approval by the City of any Services performed or Materials provided, Provider shall continue to be responsible for the professional quality, technical accuracy and the coordination of all Materials and Services provided by Provider under this Contract. Provider shall, without additional compensation, correct any errors, defects, deficiencies or omissions in Provider's Materials and Services.

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

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

3.5 **Subcontracts.**

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

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

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

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

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

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

(5) the City shall be expressly designated a third party beneficiary of the Subcontract;

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

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

(8) Subcontractor shall, effective on the date of the Subcontract, presently, fully and unconditionally assign, transfer and set over to the City all of Subcontractor's right, title and interest in and to any sales and use tax which may be refunded as a result of a claim for refund for any materials purchased in connection with the Subcontract or this Contract, and Subcontractor shall covenant and agree that, (i) other than as directed by the City, it will not file a claim for refund for any sales or use tax which is the subject of this assignment; and (ii) the 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 this assignment;

(9) Subcontractor shall not be indebted to the City (to satisfy this requirement, Provider shall include Subsection 4.1(g), "No Indebtedness to the City," below, with appropriate adjustments for the identity of the parties, in all Subcontracts that are entered into for work to be performed pursuant to this Contract);

(10) Subcontractor shall comply with Chapter 17-400 of the Code (to satisfy this requirement, Provider shall include Subsection 14.2 (a), Chapter 17-400 of the Code, below, with appropriate adjustments for the identity of the parties, in all Subcontracts that are entered into for work to be performed pursuant to this Contract); and

(11) Subcontractor shall comply with Section 17-104 of the Code (to satisfy this requirement, Provider shall include subsection 14.6 (b) (Section 17-104 of the Code) below, with appropriate adjustments for the identity of the parties, in all Subcontracts that are entered into for work to be performed pursuant to this Contract).

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

(d) Any purported Subcontract made in violation of this Section or of any other Section in this Contract shall be null and void.

(e) City-Related Agencies.

(1) If Provider is a City-Related Agency, as defined in Subsection 17-1401(9) of the Code, Provider shall abide by the provisions of Chapter 17-1400 of the Code in awarding any contract(s) pursuant to this Contract as though such contracts were directly subject

to the provisions of Chapter 17-1400, except that the exception set forth at Subsection 17-1406(8) shall apply to Provider as if Provider were listed in that subsection.

(2) Unless approved by the City to the contrary, any approvals required by Chapter 17-1400 of the Code to be performed by the City Solicitor shall be performed by Provider 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.

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

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

3.8 **Prompt Payment by Provider.** Provider agrees to pay promptly all Persons which have furnished labor or supplies in connection with the Services, the Materials or this Contract, including, without limitation, Subcontractors and suppliers. Provider shall provide, upon request of the City, reasonable evidence that these Persons have been fully and timely paid.

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

ARTICLE IV: PROVIDER'S REPRESENTATIONS AND COVENANTS

4.1 **Provider's Representations and Covenants.** Provider makes the following representations, warranties and covenants upon which the City has relied as a material consideration for the execution and delivery by the City of this Contract. The representations, warranties, and covenants stated below shall continue throughout the Term of this Contract. In the event said representations, warranties, and covenants are or become untrue or inaccurate, Provider shall promptly give notice thereof to the City, specifying the manner in which said representation, warranty, or covenant is untrue or inaccurate.

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

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

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

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

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

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

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

Provider understands that false certification, representation or warranty by it is subject to prosecution under Title 18 Pa.C.S.A. § 4904.

(h) **Commercial Activity License.** If Provider is a "business" as defined in Section 19-2601 of the Code, Provider has and shall maintain during the Term of this Contract, a valid, current Commercial Activity License, issued by the City's Department of Licenses and Inspections, to do business in the City.

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

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

ARTICLE V: COMPENSATION

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

as currently available, even if those funds are less than the maximum amount stated in this Contract. If sufficient funds are not certified as available at any time, the City may exercise its options described in Section 5.2 (Unavailability of Funds) below.

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

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

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

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

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

5.4 **Allowability of Cost Items.** All payments by the City to Provider under this Contract shall be subject to the limitations on the allowability of cost items imposed by the Contract Cost Principles.

ARTICLE VI: AUDITS; INSPECTION RIGHTS; RECORDS

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

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

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

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

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

ARTICLE VII: ASSIGNMENT

7.1 **Assignment By Provider.** Provider shall not assign this Contract, or any part of this Contract, or delegate performance of this Contract (other than to its own work forces), without obtaining the prior written consent of the Responsible Official. The decision whether to consent to an assignment, the timing of consent (if any), and conditions to such consent, if any, shall each be at the City's sole discretion. Any consent to the assignment of any monies to be paid under this Contract shall not relieve Provider from the faithful performance of any of its obligations under this Contract or change any of the terms and conditions of this Contract. Any purported assignment in violation of this provision shall be void and of no effect. The City's consent to an assignment shall not release the assignor from any liability accrued or thereafter accruing under this Contract. Any assignment or purported assignment shall be in writing and shall contain an express assumption by the assignee of all liability accrued or thereafter accruing under this Contract. Consent by the City to any assignment shall not be deemed a course of conduct, dealing or performance with respect to any other assignment or proposed assignment. For purposes of this Section 7.1 (Assignment by Provider), an assignment includes the acquisition of Provider, or a controlling interest therein, through a corporate or other merger, and the appointment of a receiver or bankruptcy trustee, and the transfer of this Contract or Provider in any bankruptcy or other insolvency proceeding.

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

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

ARTICLE VIII: INDEPENDENT CONTRACTOR; INDEMNIFICATION; LITIGATION COOPERATION

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

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

8.3 **Litigation Cooperation.** If, at any time, the City becomes involved in a dispute or receives notice of a claim or is involved in litigation concerning the Services and Materials provided under this Contract, the resolution of which requires the services or cooperation of Provider, and Provider is not otherwise obligated to indemnify and defend the City pursuant to the provisions of Section 8.2 (Indemnification) above, Provider agrees to provide such services and to cooperate with the City in resolving such claim or litigation as Additional Services and Materials under Section 3.3 (Additional Services and Materials; Change in Scope of Services) above.

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

ARTICLE IX: INSURANCE

9.1 **Insurance.** Unless otherwise approved by the City's Risk Management Division in writing, Provider shall, at its sole cost and expense, procure and maintain, or cause to be procured and maintained, in full force and effect, the types and minimum limits of insurance specified below, covering Provider's performance of the Services and the delivery of the Materials. Provider shall procure, or cause to be procured, all insurance from reputable insurers

admitted to do business on a direct basis in the Commonwealth of Pennsylvania or otherwise acceptable to the City. All insurance herein, except Professional Liability insurance, shall be written on an “occurrence” basis and not a “claims-made” basis. In no event shall Provider perform any Services or other work until Provider has delivered or caused to be delivered to the City’s Risk Management Division the required evidence of insurance coverages. All insurance coverages shall provide for at least thirty (30) days prior written notice to be given to the City in the event coverage is materially changed, cancelled, or non-renewed. The City, its officers, employees, and agents, shall be named as additional insureds on the General Liability Insurance policy. Provider shall also deliver or cause to be delivered to the City an endorsement stating that the coverage afforded the City and its officers, employees and agents, as additional insureds, will be primary to any other coverage available to them and that no act or omission of the City, its officers, employees or agents shall invalidate the coverage.

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

(1) Workers' Compensation: Statutory Limits

(2) Employers' Liability: \$100,000 Each Accident - Bodily Injury by Accident; \$100,000 Each Employee - Bodily Injury by Disease; and \$500,000 Policy Limit - Bodily Injury by Disease.

(3) Other states insurance including Pennsylvania.

(b) **General Liability Insurance.**

(1) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; \$1,000,000 advertising injury; \$2,000,000 general aggregate and \$1,000,000 aggregate for products and completed operations. The City may require higher limits of liability if, in the City’s sole discretion, the potential risk warrants.

(2) Coverage: Premises operations; blanket contractual liability; personal injury liability; products and completed operations; independent contractors, employees and volunteers as additional insureds; cross liability; and broad form property damage (including completed operations).

(c) **Automobile Liability Insurance.**

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

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

(d) **Professional Liability Insurance.**

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

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

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

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

9.3 **Evidence of Insurance Coverage.** Certificates of insurance evidencing the required coverages must specifically reference the City contract number for which they are being submitted. The original certificates of insurance must be submitted to the City's Risk Manager at the following address:

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

A copy of the certificates of insurance shall be submitted to the Responsible Official at the address of the Department set forth in the Notice Section of the Provider Agreement. Both submissions must be made at least ten (10) days before work is begun and at least ten (10) days before each Additional Term. The City, in its sole discretion, may waive the ten (10) day requirement for advance documentation of coverage in situations where such waiver will benefit the City, but under no circumstances shall Provider actually begin work (or continue work, in the case of an Additional Term) without providing the required evidence of insurance. The actual endorsement adding the City as an additional insured must specifically reference the City contract number and be submitted to the City's Risk Management Division at the above address. The City reserves the right to require Provider to furnish certified copies of the original policies of all insurance required under this Contract at any time upon ten (10) days written notice to Provider.

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

**ARTICLE X: OWNERSHIP OF MATERIALS;
PROPRIETARY INFORMATION; CONFIDENTIALITY**

10.1 **Ownership of Materials.**

(a) Subject to Applicable Law, all Materials shall be the sole and absolute property of the City and the City shall have title thereto and unrestricted use thereof. To the extent that any Materials relating to this Contract developed by or for Provider embody a copyrightable work, including, but not limited to, a “compilation” as that term is used in 17 U.S.C. §101, as amended from time to time, the City and Provider agree that such copyrightable work(s) shall be considered as one or more “works made for hire” by Provider for the City, as that term is used in 17 U.S.C. §§101 and 201(b), as amended from time to time. To the extent that any Materials relating to this Contract developed by or for Provider embody one or more copyrightable works but are neither a “compilation” nor any other form of “work made for hire,” Provider hereby assigns, and agrees to execute instruments evidencing such assignment, all copyrights in all of such works to the City. Provider shall cause all Materials developed or produced by Provider and any Subcontractor in connection with this Contract which embody a copyrightable work to bear the following designation: “© _ The City of Philadelphia” [complete then current year in blank line].

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

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

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

10.2 **Non-Disclosure.** During the Initial Term and any Additional Term(s) of this Contract and thereafter, except with the prior written consent of the Responsible Official, Provider will not:

(a) Issue, publish or divulge any Services or Materials developed or used in the performance of this Contract in any public statement, thesis, writing, lecture or other verbal or written communication; or

(b) Disclose, or use to its advantage or gain, confidential information of any nature acquired from the City or acquired as a result of Provider's activities in connection with this Contract.

ARTICLE XI: EVENTS OF DEFAULT

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) An Event of Default occurs as described in 11.1(e) above or 11.1(f) above; or

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

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

ARTICLE XII: REMEDIES

12.1 **The City's Remedies.**

(a) In the event Provider has committed or permitted an Event of Default and has been notified thereof in accordance with Section 11.2 (Notice and Cure) above, then the City may, but shall not be obligated to, without further notice to or demand on Provider and without waiving or releasing Provider from any of its obligations under this Contract:

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

of the City's performance or paying such costs or expenses, and the obligations of Provider under this Contract shall not be altered or affected in any manner by the City's exercise of its rights under this Section 12.1; (The City's Remedies).

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

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

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

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

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

12.2 **Concurrent Pursuit of Remedies; No Waiver.** The City may exercise any or all of the remedies set forth in this Article XII (Remedies), each of which may be pursued separately or in conjunction with such other remedies as the City in its sole discretion shall determine. No extension or indulgence granted by the City to Provider shall operate as a waiver of any of the City's rights in connection with this Contract. The rights and remedies of the City as described in this Article XII (Remedies) and as described elsewhere in this Contract shall not be exclusive and are in addition to any other rights or remedies available to the City under this Contract at law or in equity.

ARTICLE XIII: TERMINATION AND SUSPENSION

13.1 **Termination or Suspension for Convenience.** In addition to its rights under Articles V (Compensation) and XII (Remedies) above, the City shall have the right to terminate this Contract or suspend Provider's performance under this Contract at any time during the Term of this Contract, for any reason, including, without limitation, the convenience of the City. If this Contract is terminated solely for the City's convenience, the City shall issue a written Termination Notice, which shall set forth the effective date of the termination. If this Contract is suspended solely for the City's convenience, the City shall issue a written Suspension Notice, which shall set forth the effective date of the suspension.

13.2 **Provider Responsibilities Upon Termination or Suspension.**

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

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

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

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

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

13.3 **Payment of Provider upon Termination or Suspension.**

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

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

(2) the City shall deduct from any amount due and payable to Provider prior to the termination date, but withheld or not paid, the total amount of fees, costs or additional expenses incurred by the City in order to satisfactorily complete the Services and Materials required to be performed by Provider under this Contract, including the expense of engaging another provider for this purpose, and such other damages, costs, losses and expenses of the City as may be incurred or result from such termination for an Event of Default.

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

13.4 **Suspension.** Suspension of Provider's performance under this Contract after an Event of Default shall not constitute a waiver or release of any liability of Provider for such Event of Default or any of the City's damages or other remedies arising out of such Event of Default; nor shall such suspension be deemed an election of remedies in derogation of any other remedy. Provider acknowledges that the City shall have the right, at its sole discretion, to suspend Provider's performance in the event City Council does not appropriate funds for the performance of this Contract. In the event that the City issues a Suspension Notice to Provider, such suspension shall continue from the effective date specified in the Suspension Notice until a date specified in the Suspension Notice which shall be not more than one hundred and eighty (180) days after the effective date (the "Suspension Period"). On or prior to the expiration of the Suspension Period, the City shall either terminate this Contract by giving a Termination Notice pursuant to Section 13.1 (Termination or Suspension for Convenience) above, or by notice to Provider, instruct Provider to resume the delivery of Services and Materials pursuant to this Contract upon the expiration of the Suspension Period. After issuing a Suspension Notice, the City shall pay any invoices submitted by Provider for Services rendered prior to the commencement of the Suspension Period or otherwise payable by the City to Provider under this Contract, subject to all of the City's rights and remedies against Provider, including but not

limited to its rights of set off and its right to review and accept Services and Materials prior to payment therefor.

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

In addition to the representations, warranties and covenants made by Provider in Article IV, Provider further represents, warrants and covenants that, to the extent of their applicability to Provider, Provider is in compliance with the laws, ordinances, regulations and executive orders described below. By executing this Contract, Provider thereby certifies to such compliance. Provider further certifies that the representations, warranties and covenants provided pursuant to this Article shall continue to remain true throughout the Term of this Contract or any other period of time required by such laws. In the event said representations, warranties and covenants are or become untrue or inaccurate, Provider shall promptly give notice thereof to the City, specifying the manner in which said representation, warranty or covenant is untrue or inaccurate. The provisions of this Article are not intended to limit the applicability of the other provisions of this Contract, including, without limitation, Provider's agreement to comply with all Applicable Law.

14.1 **Non-Discrimination; Fair Practices.** This Contract is entered into under the terms of the Charter, the Fair Practices Ordinance (Chapter 9-1100 of the Code) and the Mayor's Executive Order No. 04-86 (the "Executive Order"), as they may be amended from time to time, and in performing this Contract, Provider shall not discriminate or permit discrimination against any individual because of race, color, religion 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, Human Immunodeficiency Virus (HIV) infection, or engage in any other act or practice made unlawful under the Charter, Chapter 9-1100, the Executive Order, or under the nondiscrimination laws of the United States or the Commonwealth of Pennsylvania. In the event of any breach of this Section 14.1 (Non-Discrimination; Fair Practices), the City may, in addition to any other rights or remedies available under this Contract, at law or in equity, suspend or terminate this Contract forthwith.

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

(a) In accordance with Chapter 17-400 of the Code, Provider agrees that its payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization, insofar as such participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, privileges or conditions of employment on the basis of race, color, sex, sexual orientation, religion, national origin or ancestry, constitutes, without limiting the applicability of Articles XI (Events of Default) and XII (Remedies) above, a substantial breach of this Contract entitling the City to all rights and remedies provided in this Contract or otherwise available at law or in equity.

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

14.3 **Reserved**

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

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

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

14.6 **Reserved**

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

14.8 **Reserved**

14.9 **Protected Health Information**

(a) The City of Philadelphia is a "Covered Entity" under the federal Health Insurance Portability and Accountability Act (HIPAA). The City has designated the following certain City agencies as covered healthcare components of the City ("Covered Components"): the Ambulatory Health Services Unit of the Department of Public Health (DPH), the Office of Behavioral Health/Intellectual disAbility Services (OBH/IDS), the Riverview Home managed by the Office of Supportive Housing, the Philadelphia Nursing Home managed by DPH, the Benefits Administration Unit of the Office of Human Resources, and the Emergency Medical Services Unit of the Philadelphia Fire Department. This list is subject to change, and any

component of the City that the City in the future determines to be a Covered Component under HIPAA shall be deemed to be a Covered Component for purposes of this Section 14.9.

(b) To the extent this Contract (i) is entered into with the City acting on behalf of a Covered Component, and/or (ii) requires the performance of services that will be delivered to or used by a Covered Component of the City (whether or not the City agency issuing the Contract is a Covered Component) and (iii) Provider is a Business Associate with respect to the City, Provider shall comply with the City's "Terms and Conditions Relating to Protected Health Information" posted on the City's website (at <https://secure.phila.gov/eContract/> under the "About" link) ("City PHI Terms"). The City PHI Terms are hereby incorporated in this Section 14.9 as if fully set forth herein. (A printed version of the City PHI Terms, in the City's sole discretion, may also be attached to this Contract.)

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

(a) Provider is a "Service Contractor" in that by virtue of entering into this Contract, Provider has entered into a "Service Contract" as those terms are defined in Section 17-1302 of the Code; excluded from those terms is any Subcontractor and its employees and any Subcontract entered into by Provider pursuant to this Contract. If Provider is also an "Employer," as that term is defined in Section 17-1302, and as the term "Employer" is further described in Section 17-1303 of the Code, Provider shall provide its covered Employees (persons who perform work for a covered Employer that arises directly out of a Service Contract with the City) with the minimum wage standard and minimum benefits standard stated in Section 17-1305 of the Code, which are summarized below and as further set forth in the remaining provisions of Chapter 17-1300 of the Code:

(1) provide its covered Employees with an hourly wage, excluding benefits, that is at least 150 percent of the federal minimum wage;

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

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

(b) Provider shall promptly provide to the City all documents and information as the City may require verifying its compliance with the requirements of Chapter 17-1300. Provider shall notify each affected employee what wages are required to be paid pursuant to Chapter 17-1300.

(c) A Provider subject to Chapter 17-1300 shall comply with all its requirements as they exist on the date when the Provider entered into this Contract with the City or when this Contract is amended. A Provider subject to Chapter 17-1300 who fails to comply with its provisions may, after notice and hearing before the Director of Finance or such other officer or agency designated by the Mayor, be suspended from receiving financial assistance from the City or from bidding on and/or participating in future City contracts for up to three (3) years. Furthermore, the Council may, by resolution adopted after a public hearing, determine that there are reasonable grounds to believe that an employer subject to Chapter 17-1300 has failed to comply with its provisions, and that if such failure is established, then debarment would be an appropriate remedy for such failure. A copy of any such adopted resolution shall be forwarded to the Director of Finance, or such other officer or agency designated by the Mayor, who shall without undue delay provide appropriate notice and opportunity for hearing, and after such hearing, make a final determination as to whether there has been a violation of Chapter 17-1300 and whether debarment, as provided by Chapter 17-1300, should be imposed. Such debarment shall be in addition to any of the other sanctions or remedies set forth in Chapter 17-1300. The debarment procedure by Council resolution shall be in addition to any other procedure for debarment established under Chapter 17-1300.

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

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

(a) Provider confirms on behalf of itself and its Subcontractor(s) that no contribution(s) have been made, and agrees that none shall be made during the Term of this Contract, and any Additional Term, by Provider, any Subcontractor, or any party from which a contribution can be attributed 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 under the provisions of Sections 17-1404(1) and 17-1405 of the Code; and that disclosures made as part of its application to receive a Non-Competitively Bid Contract contain no material misstatements or omissions. Breach of this covenant shall constitute an event of default and render the Contract voidable at the City's option, and, as to contributions made by or attributable to Provider, shall make the Provider liable for liquidated damages to the City in the amount of ten percent (10%) of the maximum payments to the Provider allowed under the Contract, regardless whether actually paid. The City may exercise any or all of the remedies set forth in this Section 14.11 (Contributions and Other Mandatory Disclosures), each of which may be pursued separately or in conjunction with such other remedies as the City in its sole discretion shall determine. No extension or indulgence granted by the City to Provider shall operate as a waiver of any of the City's rights in connection with this Contract. The rights and remedies of the City as described in this Section 14.11, and as described elsewhere in this Contract, shall not be exclusive and are in addition to any other rights or remedies available to the City under this Contract at law or in equity.

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

(1) Such disclosure shall be made on a form provided by the Department awarding the Contract, and the form shall be signed and filed with such Department within five (5) business days of the contribution. The Department receiving the disclosure form shall forward copies to the President and Chief Clerk of 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.

(2) It shall not be a violation of Section 14.11(b)(1) 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, including, at a minimum:

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

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

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

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

(c) The Provider shall, during the Term of the Contract, any Additional Term, and for one year thereafter, disclose the name and title of each City officer or employee who, during such time period, asked the Provider, any officer, director or management employee of the Provider, or any Person 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 Person, 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 Person in response to any such request. The 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.

(1) Such disclosure shall be made on a form provided by the Department awarding the contract, and the form shall be signed and filed with the Department within five (5) business days after a request was made or a payment in response to a request was made, as the case may be.

(2) The Department receiving the disclosure form shall forward copies to the President and Chief Clerk of Council, and to the Mayor, Director of Finance, Procurement Department, and the Department of Records.

(d) The Provider shall, during the Term, and any Additional Term, of the Contract 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 Person representing the Provider that a particular Person 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. The Provider shall also disclose the date the advice was provided, and the name of such particular Person.

(1) Such disclosure shall be made on a form provided by the Department awarding the contract, and the form shall be signed and filed with the Department within five business days after the Provider was so advised.

(2) The Department receiving the disclosure form shall forward copies to the President and Chief Clerk of Council, and to the Mayor, Finance Director, Procurement Department, and the Department of Records.

14.12 **Executive Order 03-11: Gifts.**

(a) Pursuant to Executive Order 03-11, 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 gift, gratuity, favor, entertainment, invitation, food, drink or loan, unless consideration of equal or greater value is conveyed in return, 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.

(b) 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.

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

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

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

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

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

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

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

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

ARTICLE XV: MISCELLANEOUS

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

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

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

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

15.5 **No Third Party Beneficiaries.** Nothing in this Contract, express or implied, is intended or shall be construed to confer upon or give to any Person, other than the Parties, any rights, remedies, or other benefits, including but not limited to third-party beneficiary rights, under or by reason of this Contract. This Contract shall not provide any third party with any remedy, claim, liability, reimbursement, cause of action or other right other than any such remedy, claim, etc. existing without reference to the term of or the existence of this Contract.

15.6 **Counterparts.** This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

15.7 **Severability and Partial Invalidity.** The provisions of this Contract shall be severable. If any provision of this Contract or the application thereof for any reason or in any circumstance shall to any extent be held to be invalid or unenforceable, the remaining provisions of this Contract and the application of such provision to Persons, or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

15.8 **Survival.** Any and all provisions set forth in this Contract which, by its or their nature, would reasonably be expected to be performed after the termination of this Contract shall survive and be enforceable after such termination. Any and all liabilities, actual or contingent, which shall have arisen in connection with this Contract shall survive the expiration or earlier termination of this Contract, along with the following: Provider's representations, warranties and covenants set forth in Article IV (Provider's Representations, Warranties and Covenants) above; Provider's obligation to indemnify, defend and hold harmless the City, its officers, employees and agents as set forth in Section 8.2 (Indemnification) above; and the Parties' rights and obligations set forth in Article X (Ownership of Materials; Proprietary Information; Confidentiality) above.

15.9 **Determination of Disputes.** Any dispute arising between the City and Provider under or with respect to either Party's covenants, obligations, powers, rights or duties under this Contract shall be submitted to and decided by the Responsible Official or his or her designee. The Responsible Official or his or her designee shall render and reduce to writing his or her decision, and furnish a copy to Provider by notice under this Contract. In connection with any dispute under this Contract, the Responsible Official shall offer Provider an opportunity to offer evidence in support of its position concerning the subject matter of the dispute. This section shall not be construed to limit the benefit to the City of Articles XI (Events of Default) or XII (Remedies) above.

15.10 **Interpretation; Order of Precedence.** In the event of a conflict or inconsistency between the terms of these General Provisions and the terms of the Provider Agreement, the terms of these General Provisions shall control, except to the extent (if any) that the Provider Agreement contains an express change, by specific reference, to the General Provisions.

15.11 **Headings.** The titles, captions or headings of Articles, Sections and Exhibits or schedules in this Contract are inserted for convenience of reference only; do not in any way

define, limit, describe or amplify the provisions of this Contract or the scope or intent of the provisions, and are not a part of this Contract.

15.12 **Statutes and Other Citations.** All statutory or other citations of law referenced in the Contract shall refer to the statute or citation referenced, as it may be amended or superseded from time to time.

15.13 **Days.** Any references to a number of days in this Contract shall mean calendar days unless this Contract specifies business days.

15.14 **Forum Selection Clause; Consent to Jurisdiction.** The Parties irrevocably consent and agree that any lawsuit, action, claim, or legal proceeding involving, directly or indirectly, any matter arising out of or related to this Contract, or the relationship created or evidenced thereby, shall be brought exclusively in the United States District Court for the Eastern District of Pennsylvania or the Court of Common Pleas of Philadelphia County. It is the express intent of the Parties that jurisdiction over any lawsuit, action, claim, or legal proceeding shall lie exclusively in either of these two (2) forums. The Parties further irrevocably consent and agree not to raise any objection to any lawsuit, action, claim, or legal proceeding which is brought in either of these two (2) forums on grounds of venue or *forum non conveniens*, and the Parties expressly consent to the jurisdiction and venue of these two (2) forums. The Parties further agree that service of original process in any such lawsuit, action, claim, or legal proceeding may be duly effected by mailing a copy thereof, by certified mail, postage prepaid to the addresses specified in Section 5.1 (Notice) of the Provider Agreement.

15.15 **Waiver of Jury Trial.** Provider hereby waives trial by jury in any legal proceeding in which the City is a party and which involves, directly or indirectly, any matter (whether sounding in tort, contract or otherwise) in any way arising out of or related to this Contract or the relationship created or evidenced hereby. This provision is a material consideration upon which the City relied in entering into this Contract.

15.16 **Notices.** All notices, demands, requests, waivers, consents, approvals or other communications which are required or may be given under this Contract shall be in writing and shall be deemed to have been duly made (a) when received or refused if delivered by hand with receipt given or refused; (b) on the next business day if delivered by a nationally recognized overnight courier service (*e.g.*, Federal Express or United Parcel Service); (c) on the date confirmed for receipt by facsimile if delivered by facsimile; and (d) upon receipt or refusal of delivery if sent by certified or registered United States mail, return receipt requested. In each case notices shall be sent to the addresses set forth in Section 5.1 (Notice) of the Provider Agreement, or to such other address as either Party may specify to the other by a notice complying with the terms of this Section 15.16 (Notices).

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

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

SPECIAL CONTRACT PROVISIONS, INSTRUCTIONS AND FORMS

APPENDIX B-1

**DISADVANTAGED BUSINESS ENTERPRISE
REQUIREMENTS**

DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

I. DBE GOAL

To create a level playing field on which Disadvantaged Business Enterprises (“DBEs”) can compete fairly for U.S. Department of Transportation assisted contracts (“DOT-assisted contracts”), the City of Philadelphia (“City”) acting through its DBE Program Office at the Philadelphia International Airport, has established, in connection with this Request For Proposals (“RFP”), a goal for the utilization of firms owned and controlled by DBEs. This DBE contract goal will remain in effect throughout the life of any contract awarded as a result of this RFP. Failure of a Respondent to meet the DBE Goal and failure to provide and document “good faith efforts” in response to the DBE goal, in the manner specified herein, will result in rejection of Respondent’s proposal as nonresponsive. When the award of the contract is made with DBE participation less than the DBE goal, the successful Respondent (“contractor”) to this RFP is obligated to continue Good Faith Efforts throughout the life of the contract to increase the DBE participation to meet the DBE contract goal.

II. CONTRACTOR ASSURANCES

The following provisions are binding upon the prime contractor who must also include these provisions in every subcontract, so that such provisions will be binding upon each subcontractor:

- (a) **Policy.** It is the policy of the U.S. Department of Transportation and the City that DBEs, as defined in 49 CFR Part 26, as amended, be given the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26, as amended, apply to this contract.
- (b) **DBE Obligation.** Take all necessary and reasonable steps, according to 49 CFR Part 26, as amended, to ensure that DBEs have the opportunity to compete for and perform contracts. Contractor and subcontractor(s) shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT- assisted contracts.
- (c) **Failure to Comply with DBE Requirements.** Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract, or imposition of any other remedy that the City deems appropriate, including repayment of any shortfall in committed DBE participation and debarment under the “City of Philadelphia Policy and Procedure for the Debarment and Suspension of Vendors and Contractors.” In addition, after notification to the U.S. Department of Transportation, contractor may be barred from bidding on DOT-assisted contracts for up to three (3) years.

III. DEFINITIONS—

Consistent with the federal regulations, the following definitions apply for terms used in this RFP and any resulting contract:

(a) DBE. A for-profit small business concern:

1. That is at least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals; and

2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

(b) Certified DBE. An entity certified by the Pennsylvania Unified Certification Program (PaUCP) as a DBE. For more information visit www.paucp.com

(c) Small Business Concern. With respect to firms seeking to participate as DBEs in DOT-assisted contracts, a small business concern as defined pursuant to section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR part 121) that also does not exceed the cap on average annual gross receipts specified in § 26.65(b).

(d) Socially and Economically Disadvantaged Individual. An individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

1. Any individual who the City finds to be a socially and economically disadvantaged individual on a case-by-case basis.

2. Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

"Black Americans," which includes persons having origins in any of the Black racial groups of Africa;

"Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

"Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians.

"Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;

"Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, and Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

Women;

3. Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration, at such time as the Small Business Act designation becomes effective.

(e) Good Faith Effort. Efforts to achieve a DBE goal which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

IV. COUNTING DBE PARTICIPATION

1. If the respondent submitting the proposal and serving as prime contractor is a certified DBE, count the dollar amount of the work to be actually performed by the DBE toward the DBE Goal.
2. If the materials or supplies are purchased from a DBE supplier performing as regular dealer, count 60 percent of the cost of the materials or supplies toward DBE Goal. A regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
3. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies toward DBE Goal. A manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications. Count toward the DBE goal 100% of expenditures of DBE services including professional, technical consultant or managerial services. Count fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services.
4. Any services to be performed by a DBE are required to be project related. The use of DBEs is in addition to all other equal opportunity requirements of the contract.
5. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
6. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining

quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. Only work that is commercially useful will be counted toward the DBE goal; proposed utilization of a DBE for work that is not commercially useful is not a good faith effort.

V. ACTIONS TO BE TAKEN BY RESPONDENT PRIOR TO AND AT PROPOSAL SUBMISSION

In response to this RFP, Respondent must make a “Good Faith Effort” to subcontract portions of the project work to a certified DBE(s) to meet or exceed the DBE goal established for this RFP. The demonstration of a Good Faith Effort is accomplished by seeking out DBE participation in the project given all relevant circumstances. Only DBEs certified by the PaUCP by the time of proposal submission may be counted toward the DBE goal; efforts to include firms not certified by the PaUCP are not good faith efforts to meet the DBE goal.

- (a) The following are the kinds of efforts that may be taken, but they are not deemed to be exclusive or exhaustive. The City will consider other factors and types of efforts that may be relevant:
 1. Efforts made to solicit through all reasonable and available means (e.g., use of the PaUCP DBE Directory, attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. Use of a DBE in areas of work which it is not certified will not count towards Respondent’s good faith effort. Respondent should provide written notification, at least 15 calendar days before the opportunity closing, to allow the DBEs adequate time to respond to the solicitation. Respondent must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations. Respondent may not reject a DBE as being unqualified without sound reasons based on a thorough investigation of the DBE’s capabilities. The contractor’s standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor’s efforts to meet the DBE contract goal.
 2. Efforts made to select portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
 3. Efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
 4. Efforts made to negotiate in good faith with interested DBEs. It is the Respondent’s responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material

needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work. A respondent using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as the DBE goal into consideration. The fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a respondent's failure to meet the DBE goal, as long as such costs are reasonable. Also, the ability or desire of respondent to perform the work of a contract with its own work force does not relieve the respondent of the responsibility to make a Good Faith Effort. Respondents are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

5. Efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance.
6. Efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
7. Efforts to effectively use the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

(b) If Respondent has met the DBE goal, Respondent must provide the following with the proposal ("DBE Submission"):

1. The names and addresses of certified DBE(s) that will participate in the contract;
2. A description of the work that each certified DBE will perform;
3. The dollar/percentage¹ amount of the participation of each certified DBE firm participating;
4. Written documentation of the Respondent's legally binding commitment to use the certified DBE(s) in the dollar/percentage amount and for the services indicated, e.g., a letter of intent;
5. Written confirmation from the certified DBE(s) that it has agreed to participate in the contract as provided in the Respondent's commitment, e.g., a quotation or sub-proposal.

¹ In calculating the percentage amount, Respondent may apply the standard mathematical rules in rounding off numbers.

Notwithstanding the foregoing, the City reserves the right to allow the Respondent selected for contract negotiation to amend its DBE submission at any time prior to award of a contract consistent with the DBE goal and expression of good faith efforts.

- (c) If Respondent is a certified DBE, it is still obligated to use a good faith effort to meet the DBE goal, but the value of the work actually performed by the DBE Respondent with its own work forces may be counted toward the DBE goal along with any work that the DBE Respondent has committed to be performed by DBE subcontractors and DBE suppliers.
- (d) If the Respondent fails to meet the DBE goal, Respondent's proposal must contain documentation of a "good faith effort" the adequacy of which will be reviewed by the City ("Good Faith Effort Submission"). The Good Faith Effort Submission must explain and document efforts made by Respondent to obtain DBE participation commensurate with the DBE goal. Mere *pro forma* efforts are not good faith efforts and particular attention should be made to the types of efforts described in Section V (a) 1 through 7 of these Requirements. A Respondent submitting a Good Faith Effort Submission is strongly encouraged to review Appendix A to Part 26, "Guidance Concerning Good Faith Efforts." Documentation must be verifiable and must include:
 - 1. The names, street addresses, telephone and facsimile numbers and e-mail addresses of DBEs who were contacted, the dates of initial contact and the follow-up efforts made by Respondent;
 - 2. A description of the information provided to the DBE to define the work to be performed;
 - 3. Documentation of the reasons why any DBE contacted would not agree to participate.

If the Good Faith Effort Submission is deemed satisfactory by the City, the "good faith effort" will be approved. In such case the contractor shall continue a "good faith effort" throughout the life of the contract to increase the DBE participation to meet the DBE Goal. If the City does not approve the adequacy of the "good faith effort," Respondent's proposal will be considered nonresponsive and the City will notify the Respondent that the proposal is rejected. The Respondent will be given an opportunity for administrative reconsideration by a City official who did not take part in the original determination that Respondent did not meet the DBE goal or failed to make an adequate good faith effort ("Reconsideration Official"). As part of this reconsideration, the Respondent will be given an opportunity to provide written documentation or argument concerning the issue of whether it met the DBE goal or made adequate good faith efforts to do so. The Respondent will have the opportunity to meet in person with the Reconsideration Official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The result of the reconsideration process is final and is not administratively appealable to the U. S. Department of Transportation.

- (e) Any Respondent's proposal that does not meet the DBE Goal and does not contain a Good Faith Effort Submission, will be rejected without further review of the proposal.

VI. ACTIONS REQUIRED BY PRIME CONTRACTOR AFTER AWARD

- (a) Prime Contractor shall include all assurances, as provided in Part II of these Requirements, in all subcontracts and Prime Contractor shall cause its subcontractors to conform to these assurances.
- (b) Prime Contractor must provide the City with executed subcontracts for each DBE within 90 days from the date of the notice to proceed given on the prime contract. Failure to provide the executed subcontract will result in a temporary stop of work on the 91st day of the contract until an acceptable DBE subcontract is provided to the City. Any time period involved in such a temporary stop of work will not extend the period of performance of the contract nor be accepted by the City as a justification for project time extension.
- (c) Prime Contractor may not terminate a committed DBE subcontractor or substitute one DBE firm for another without the prior written approval of the DBE Program Office. The prime Contractor must have good cause to terminate the DBE which may include the DBE's voluntary and verifiable withdrawal from the project, or the death or incapacity of the DBE. If the DBE Program Office approves the termination or substitution, the Prime Contractor is required to make a good faith effort to re-contract the same or other commercially useful work with another certified DBE no later than seven days following receipt of the DBE Program Office approval.
- (d) Prime Contractor must maintain records necessary for compliance with DBE utilization obligations by indicating:
 - 1. The number of DBE and non-DBE subcontractors and the type of work, materials or services performed in the project;
 - 2. Efforts to secure DBE firms whenever a subcontractor is contemplated during a contract;
 - 3. Documentation of all communication to obtain the services of DBEs on a project;
- (e) Prime Contractor must promptly pay DBE subcontractors and return any retainage within five (5) days of satisfactory completion of the subcontractors' work;
- (f) Prime Contractor must comply with the City's electronic payment tracking system as available.
- (g) Upon completion of a DBE's work, the Prime Contractor must submit a certification of the actual amount paid to the DBE. If the actual amount paid is less than the amount of the subcontract, an explanation is required and subject to the review and action of the City.

VII. FAILURE TO COMPLY WITH DBE REQUIREMENTS

- (a) Failure by the Respondent to meet the DBE Goal and failure to provide a verifiable “good faith effort” in response to this RFP will result in rejection of the proposal as nonresponsive.
- (b) Failure by a Prime Contractor and its subcontractors to carry out the DBE requirements is a material breach of contract and may result in termination of the contract, or imposition of any other remedy that the City deems appropriate, including repayment of any shortfall in committed DBE participation and debarment under the “City of Philadelphia Policy and Procedure for the Debarment and Suspension of Vendors and Contractors” for a period up to three years.
- (c) During and upon completion of the project, the City will review the actual DBE expenditures to determine compliance with the DBE Goal. If the DBE Goal is not met, written explanation from the contractor will be reviewed by the City. If the shortfall in meeting the DBE Goal is determined to be unjustified and unwarranted, the City may impose sanction(s) as appropriate including repayment of any DBE shortfall.

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.

DUPLICATE THIS FORM AS NEEDED

DUPLICATE THIS FORM AS NEEDED

**SCHEDULE FOR PARTICIPATION
BY
DISADVANTAGED BUSINESS ENTERPRISES (DBE)**

Name of Respondent _____

DBE	Description of Work or Supply Effort	DBE Participation	
		Dollar Amount \$	Percentage of Prime Contract (calculate Regular Dealer 60% rule if applicable)
Date			
Name			
Address			
Email			
Contact Person			
Date			
Name			
Address			
Email			
Contact Person			

PLEASE NOTE:

1. If the respondent is a DBE, it is still required to complete this form and must describe the work that it will perform, with its own workforce and the dollar/percentage amount of the contract that this represents.
2. A binding commitment must have been achieved with the DBE for the work and percentage/dollar amount of participation (as reflected by the DBE's quotation) listed on this Schedule for Participation.
3. DBEs listed above must be certified by the PaUCP at the time of bid opening in order to count toward the DBE goal.
4. If DBE is a regular dealer performing a Supply Effort, count only 60% of the cost of the materials.

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REQUEST FOR GOOD FAITH EFFORTS REVIEW

Name of Respondent: _____

Date: _____

I, _____, request a reduction of the DBE Contract Goal specified in this Request for Proposal for the participation of Disadvantaged Business Enterprises (DBEs) from ____% to ____%. I represent, under penalty of law and as evidenced by the attached documentation, that I have made good faith efforts prior to proposal submission to meet the DBE Contract Goal in accordance with the criteria set forth in 49 C.F.R. Section 26.53, but have been unable to achieve this goal for the following reasons*:

*You may attach supplemental pages and documentation if necessary.

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REQUEST FOR GOOD FAITH EFFORTS REVIEW
 SCHEDULE FOR Partial PARTICIPATION
 BY
 DISADVANTAGED BUSINESS ENTERPRISES (DBE)

Name of Respondent _____

DBE	Description of Work or Supply Effort	DBE Participation	
		Dollar Amount \$	Percentage of Prime Contract <small>(calculate Regular Dealer 60% rule if applicable)</small>
Date			
Name			
Address			
Email			
Contact Person			
Date			
Name			
Address			
Email			
Contact Person			

PLEASE NOTE:

1. If the respondent is a DBE, it is still required to complete this form and must describe the work that it will perform, with its own workforce and the dollar/percentage amount of the contract that this represents.
2. A binding commitment must have been achieved with the DBE for the work and percentage/dollar amount of participation (as reflected by the DBE's quotation) listed on this Schedule for Participation.
3. DBEs listed above must be certified by the PaUCP at the time of bid opening in order to count toward the DBE goal.
4. If DBE is a regular dealer performing a Supply Effort, count only 60% of the cost of the materials.

Name of Respondent: _____ Date: _____

A. CONTRACTOR'S ADVERTISEMENTS FOR PARTICIPATION

Have you advertised in general circulation media, trade association publications and minority or female focused media concerning subcontracting opportunities in general? If so attach copies of all such advertisements published by you within the past six months. If copies are not available, explain why and state the text of the advertisement(s) and the publications where they were printed.

B. NOTIFICATION TO DISADVANTAGED BUSINESS ENTERPRISES

- (1) Did you contact in writing any Disadvantaged Business Enterprise(s) to solicit their participation in this contract? If so, attach dated copies of all such solicitations.

- (2) Identify by name, address, date and telephone number each Disadvantaged Business Enterprise that you contacted orally, and name the person with whom you spoke. If your company maintains a telephone log, please attach relevant entries.

Name of Respondent: _____ Date: _____

C. DISADVANTAGED BUSINESS ENTERPRISES UNAVAILABLE TO PARTICIPATE IN CONTRACT

Of those Disadvantaged Business Enterprises listed in answer to Subpart B above, identify those which were interested in the contract but which were unavailable to work on this contract or were unable to prepare a quote. State the reasons for the unavailability of each Disadvantaged Business Enterprise. The attached certification of unavailability form should be completed by the DBE and submitted for each unavailable firm whenever possible.

D. INFORMATION AND ASSISTANCE PROVIDED TO DISADVANTAGED BUSINESSES

Of those Disadvantaged Business Enterprises listed in answer to Subpart B above, identify those which you provided with plans, specifications and requirements of the contract. Detail all assistance you provide to interested Disadvantaged Business Enterprises and all efforts at negotiation to specific sub-bids below.

I HEREBY VERIFY THAT THE FOREGOING STATEMENTS ARE TRUE. THIS VERIFICATION IS MADE SUBJECT TO THE PENALTIES SET FORTH IN 18 Pa.C.S. 4904 RELATING TO UNSWORN FALSIFICATION TO AUTHORITIES, AND 18 U.S.C.S. 1001, RELATING TO FALSE STATEMENTS. I UNDERSTAND THAT THIS REQUEST FOR GOOD FAITH EFFORTS REVIEW WILL BE CONSIDERED AND APPROVED OR DISAPPROVED ON THE BASIS OF THE INFORMATION HEREIN PROVIDED.

Name (Signature)

Title:

DUPLICATE AS NECESSARY

Name of Respondent: _____ Project: _____

**CERTIFICATION OF UNAVAILABILITY
OF DISADVANTAGED BUSINESS ENTERPRISES**

I, _____

do hereby certify that I was offered an opportunity to proposed on the above referenced

RFP for _____

(Describe Work or Supply Effort Solicited)

by _____

(Name of Prime Respondent's Representative Making Solicitation)

on _____

(Give Date of Solicitation)

but was unavailable to participate/unable to prepare a quote (strike inappropriate

term) for the following reasons:

Name of Disadvantaged Business

Signature of Principal of
Disadvantaged Business Enterprise

Title

Date

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

1 DEMOGRAPHIC BREAKDOWN OF WORKFORCE

Please provide the following demographic breakdown of your workforce by race/ethnicity/gender/ disability:		#	%		#	%
	African American			Males		
	Asian/Pacific Islander			Females		
	Caucasian					
	Disabled					
	Hispanic					
	Native American					
	Other					
	Total Number of Employees					

2 DEMOGRAPHIC BREAKDOWN OF BOARD COMPOSITION

Please provide the following demographic breakdown of your Board of Directors or Trustees by race/ethnicity/gender/disability:		#	%		#	%
	African American			Males		
	Asian/Pacific Islander			Females		
	Caucasian					
	Disabled					
	Hispanic					
	Native American					
	Other					
	Total Number of Directors or Trustees					

3 SUPPLIER DIVERSITY

Please check the appropriate box to indicate if you have a supplier diversity policy. If “no,” please explain on your letterhead. Yes No

If you maintain a supplier diversity policy, please attach a copy of your supplier diversity policy. []

Please identify below, your agency’s five (5) highest minority, woman, and/or disabled owned business suppliers of products or services, indicating your estimated annual expenditure(s) with the firm: []

	Company Name	Company Address	Company Telephone	Minority	Woman	Disabled	Annual Expenditures
1							
2							
3							
4							
5							

Signature: _____ Date: _____ Non-Profit Name: _____

APPENDIX 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

* You can 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: August 2014

