

**REQUEST FOR QUALIFICATIONS  
PROJECT USERS**

**REBUILDING COMMUNITY INFRASTRUCTURE**

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**Issued by:  
the CITY OF PHILADELPHIA (“City”)  
REBUILD OFFICE IN COOPERATION WITH  
THE PHILADELPHIA AUTHORITY FOR INDUSTRIAL DEVELOPMENT**

**Responses must be received no later than 5:00 p.m. Philadelphia, PA, local time,  
on September 29, 2017  
at the City of Philadelphia Municipal Services Building  
Managing Director’s Office, 14th Floor, 1430  
1401 JFK Blvd.  
Philadelphia, PA 19102**

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***Optional Information Sessions:***

**Location:  
City of Philadelphia Municipal Services Building  
14<sup>th</sup> Floor, Room 1450  
1401 JFK Blvd.  
Philadelphia, PA 19102**

**Dates and Times:  
Friday, August 11, 2017, 1:00-3:00 PM  
Tuesday, August 15, 2017, 3:00-5:00 PM  
Tuesday, August 29, 2017, 9:00-11:00 AM  
Tuesday, September 12, 2017, 11:00 AM-1:00 PM**

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## I. Background Information

Rebuilding Community Infrastructure (Rebuild) is a seven-year, \$500 million investment in Philadelphia's parks, recreation centers, playgrounds and libraries. Rebuild seeks to revitalize shared public spaces, empower and engage communities, and promote economic opportunity through diversity and inclusion. Rebuild is a partnership with Philadelphia-based non-profit organizations, made possible by the Philadelphia Beverage Tax. Dedicated funding for Rebuild will include \$300 million in bonds, \$48 million in City of Philadelphia (City) capital funding, a \$100 million grant from the William Penn Foundation, and \$52 million of grants and contributions from other sources.

The three pillars of Rebuild are physical improvements, community engagement and empowerment, and diversity and economic inclusion.

- **Physical Improvements.** After decades of under-investment and deferred maintenance due to competing budget priorities, only 10% of 406 total Free Library of Philadelphia (FLP) and Philadelphia Parks and Recreation (PPR) facilities are considered to be in excellent condition. The remaining 90% of facilities need improvements, ranging from small scale renovations to complete overhauls. Preliminary construction cost estimates for individual sites range from \$50,000 to \$13 million, with an average of \$1.4 million across all 406 sites. It is anticipated that improvements will be completed at 150-200 sites over the anticipated seven-year duration of Rebuild. The City (Council and the Administration jointly) will select sites annually based on existing data and other information on physical conditions and community factors, as well as data and information gathered through Rebuild's planning process.
- **Community Engagement and Empowerment.** Rebuild will engage individuals who use and live near selected sites in the planning process so they will be able to shape design and programming. Rebuild seeks to empower existing community groups that are committed to creating change at their local public facility (recreation center, library, park, playground, etc.) by working with them to grow their capacity as stewards and bring high quality programs to their community.
- **Diversity and Economic Inclusion.** Rebuild aims to serve as a model for diversity and economic inclusion in the skilled labor sector by helping people become apprentices and journeypersons or find family-sustaining employment in another skilled labor job. Efforts will focus on low-income, unemployed, and under-employed individuals, particularly minorities and women who have faced barriers to working in the building trades, as well as experienced workers who have not previously gained membership in the trades. Additionally, Rebuild will increase contracting opportunities for minority- or women-owned businesses and increase their stability and capacity by providing technical and financial supports.

In order to deliver a large number of high-quality projects as quickly as possible, the City expects to partner with qualified non-profit organizations in Philadelphia (called “Project Users”) under the Pennsylvania Economic Development Financing Law. The Philadelphia Authority for Industrial Development (PAID) will be a financial and real estate partner for Rebuild: it will issue the \$300 million in bonds; it will enter into grant agreements with the Project Users and manage the grants including issuing payments; and it will lease sites from the City and sublease them to the Project Users for the term of construction. The City will review and recommend applications for grants for approval, review the work of Project Users at milestones established in grant agreements, and review and forward invoices to PAID for payment. A diagram of the implementation structure of Rebuild is attached as Appendix A.

It should be noted that non-profits do not need to be Project Users to work on Rebuild projects. As Rebuild sites are announced, there will be opportunities to contract with Project Users on a project-by-project basis to carry out activities such as community engagement and outreach or help to meet workforce and contract participation goals. See Appendix C for information on opportunities to work on Rebuild projects other than a Project User role.

This Request for Qualifications (“RFQ”) is to identify non-profit entities based in Philadelphia who are interested in becoming qualified “Project Users,” as described in the sections below.

## II. Overview: Role of Non-profit Organizations in Rebuild

Qualified non-profit organizations, referred to as “Project Users,” may partner with the City, working with PAID, to conduct community outreach and design and construct Rebuild projects. The additional capacity of Project Users is expected to help achieve the goal of completing a large number of projects in a seven-year period.

Interested non-profit organizations may apply to become qualified as Project Users through the Request for Qualifications process described below. Once qualified, Project Users will be eligible to apply for grants to partner with the City, working with PAID, on sites established as Rebuild-eligible. Rebuild sites will be leased by the City to PAID and sub-leased by PAID to Project Users. The leases will terminate when the Rebuild Projects are completed.

In the grant application, the Project User will provide information including, but not limited to, its pre-existing/ planned involvement at the site; experience and qualifications of the applicant; Economic Opportunity Plan (EOP)<sup>1</sup> (a plan for achieving specific workforce and contract participation rates); proposed schedule and budget; and community engagement plan. Based on this information, grant applications will be evaluated by a Project Review Team consisting of one member appointed by the Mayor and one member appointed by the President of City Council. The Mayor’s appointee, in turn, will consult with an interdisciplinary grant application review committee.

If approved, a grant agreement between the Project User and PAID will establish terms such as scope of work and budget, and project milestones establishing points of review and approvals to proceed. For example, review and approval may be required at the end of the schematic design and construction documentation phases. Project Users will be required to provide project reports and invoices to PAID with copies to the City. Invoices will be subject to the approval of PAID and the City; payments will be issued to Project Users by PAID. Changes to the design, scope of work, EOP, project team, community engagement plan and project team will need PAID and City review and approval.

Grant agreements will also establish requirements for the selection of consultants and contractors; community engagement; the design process; construction; diversity and inclusion; financial and administrative management and controls; and reporting. These requirements are outlined in the Rebuild ordinance (Bill No. 170206), which is attached for reference as Appendix F.

City parks, recreation centers and libraries will be identified as Rebuild-eligible in an annual program statement that will be approved by City Council by resolution. When the City lists the

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<sup>1</sup> Economic Opportunity Plan (EOP) is described in Section 17-1601 of the Philadelphia Code. [http://library.amlegal.com/nxt/gateway.dll/Pennsylvania/philadelphia\\_pa/title17contractsandprocurement/chapter17-1400non-competitivelybidcontra?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:philadelphia\\_pa\\$anc=LPTOC2](http://library.amlegal.com/nxt/gateway.dll/Pennsylvania/philadelphia_pa/title17contractsandprocurement/chapter17-1400non-competitivelybidcontra?f=templates$fn=default.htm$3.0$vid=amlegal:philadelphia_pa$anc=LPTOC2)

Rebuild-eligible sites, it will provide additional information and resources that may be helpful to Project Users in submitting a grant application. These resources may include the following:

- Information about the physical conditions of eligible sites;
- Neighborhood or facility-specific data;
- Information about local businesses owned by minorities, women and disabled persons in the design and construction fields; and
- Information that may be helpful for community engagement, such as listings of friends groups and recreation advisory councils.

A diagram illustrating the Rebuild planning and project delivery process is attached as Appendix B.

### **Roles and Responsibilities of Project Users**

The City is committed to carrying out the Rebuild initiative with accountability, transparency, and integrity. Funding for Rebuild comes mostly from City of Philadelphia taxpayers, supplemented by generous gifts from foundations. The public must have the highest degree of confidence that every dollar is spent as efficiently and effectively as possible. The Project User qualification process is intended to ensure that the non-profit organizations that implement Rebuild projects have the skills and experience to meet these goals.

Diversity and economic inclusion is one of the three “pillars” of Rebuild. Workforce diversity and business supports are not merely “important;” they will inform every facet of this initiative. Therefore, Project Users must be thorough and committed in fostering diversity and creating economic inclusion through their work on Rebuild.

Responsibilities of Rebuild Project Users. Project Users will be responsible for meeting multiple requirements, including the following:

- Delivering high-quality improvements to recreation and library facilities.
- Planning and implementing EOPs consistent with overall contract and workforce participation goals for Rebuild.
- Full commitment to, and investment in, the implementation of Rebuild workforce development and business supports programs.
- Complying with contracting, financial management and financial reporting requirements established by the City of Philadelphia’s Inspector General and Office of the Chief Integrity Officer in consultation with the City Controller’s Office. Training on these requirements will be provided for Project Users, and requirements will be memorialized in a rulebook or manual. Ongoing compliance support will also be available, as needed.
- Ensuring high-quality, broad-based community engagement resulting in project designs that are consistent with community goals.



- Ensuring the quality of the services and work products of consultants, contractors, and sub-contractors engaged in project delivery.

Commitment to Diversity & Inclusion. As noted above, organizations must demonstrate commitment to diversity and inclusion in order to be qualified as a Project User. If awarded a Rebuild grant agreement, Project Users will be subject to the following requirements and expectations, and must demonstrate the capacity to meet them:

- Establish workforce and contract participation commitments for their projects and provide plans for meeting the commitments.
- Identify steps that will be taken if consultants or contractors are not on track to meet participation commitments.
- Provide site access and requested information to designated Rebuild EOP monitor(s).
- Diligently work to foster opportunities for minority and women-owned businesses (with support from the Rebuild office, if needed).
- Diligently seek work opportunities for participants of Rebuild’s workforce development program (PHL Pipeline), again with assistance from the Rebuild office.

Overall workforce and contract participation goals for Rebuild are set forth in the Rebuild ordinance, as outlined below. Specific workforce and contract participation goals for any individual project are expected to depend on the scope and scale of work. One of many factors to be considered on each grant application will be whether the workforce and contract participation commitments will help the Rebuild initiative achieve overall goals, or whether they fall short.

Contracts:

- Professional services contracts: 25-30% minority and 15-20% women
- Construction contracts: 30-35% minority and 15-20% women

Workforce Diversity – Minority:

- Total minority laborer and skilled workforce hours 45%
  - African American journeypersons 27%
  - Hispanic journeypersons 14%
  - Asian journeypersons 3%
- Total minority workforce hours: for laborers 60%; for skilled, 40%

Workforce Diversity – Women:

- Total women laborer and skilled workforce hours: 5%
- Total women workforce hours: 5% laborer and 5% skilled.

Workforce Diversity – Local:

- 50-60% local participation

In addition to the goals in the ordinance, Rebuild has goals for apprentice participation:

- 50% minority apprentice hours; and
- 5% women apprentice hours.

### III. Project User Qualifications

Qualification requirements. The Rebuild ordinance requires Project Users to be non-profit corporations (established as a tax-exempt organization as defined in Section 501(c)(3) of the Internal Revenue Code of 1986 as amended) based in the City of Philadelphia. As established in the Rebuild ordinance, applicants responding to this RFQ must meet the following qualification requirements to serve as a Project User:

- Project experience: successful completion of design and construction on projects in excess of \$1 million.
- Community outreach/engagement: experience working successfully with communities in the support and development of projects.
- Capacity development: experience working with organizations to support community advocacy, fundraising, program development/ management and similar initiatives.
- Project relationship: current or proposed relationship or involvement with one or more Program-eligible facilities.
- Fiscal responsibility: demonstrated capability to successfully and responsibly manage government or foundation grant funds in excess of \$1 million; documented plan for compliance with program financial management requirements.
- Diversity and inclusion: demonstrated ability to implement an Economic Opportunity Plan; evidence of an organizational commitment to diversity and inclusion.

Evaluation of qualifications statements. Interested organizations are required to submit qualifications statements to be approved as a qualified Project User. The submissions must include the information outlined in Section IV. The qualification statements will be evaluated by a committee including City employees and two representatives of City Council. The work of the committee will be monitored by a representative of the Inspector General's Office or the Office of the Chief Integrity Officer and may also be monitored by a representative of the Office of the City Controller.

Qualification renewal and disqualification. To remain qualified, Project Users will be required to submit updated information annually, such as audited financial statements and IRS form 990s. In addition, Project Users may be subject to disqualification based on changed circumstances, performance or other factors including failure to comply with EOP participation commitments.

Organizations Submitting with Support from other Non-Profit Entities. A non-profit organization may submit a qualification statement to be a Project User with the support of another non-profit entity in meeting the qualifications, provided:

- (i) One non-profit organization must be the identified applicant and contracting party for any Rebuild grants;

- (ii) The qualifications of the supporting non-profit organization are separately identified;
- (iii) The respective proposed Rebuild project responsibilities of the non-profit organizations are clearly described;
- (iv) The non-profit organization has entered or will enter into an agreement with the supporting organization identifying their respective roles for any Rebuild Projects it receives grants for; and
- (v) The supporting non-profit entity will make the disclosures required by Chapter 17-1400 of the Philadelphia Code (related to campaign contributions) as described in section IV.F. of this RFQ.

Joint Venture Project Users. Two or more non-profit organizations may submit a qualification statement to be a Project User as part of a joint venture. To qualify as a joint venture Project User, each organization must be a Philadelphia-based non-profit entity. One of the joint venture members may respond to this RFQ on behalf of all such entities if the following conditions are met:

- (i) The filing entity is or will be a member of the joint venture;
- (ii) The application is made in the name of the existing or proposed joint venture;
- (iii) Each qualification criteria can be met by at least one of the entities;
- (iv) Documentation is submitted with the application identifying all the entities that comprise, or will comprise, the joint venture, and demonstrating a binding agreement among those entities to perform as the joint venture identified in the application with respect to Project User responsibilities (for a joint venture that has not yet been formed, documentation signed by each identified entity evidencing a commitment to form the joint venture if awarded a Rebuild grant); and
- (v) The non-filing entities will make the disclosures required by Chapter 17-1400 of the Philadelphia Code (related to campaign contributions) within fourteen (14) days after the joint venture receives notice that it has been approved for a Rebuild grant.

Organizations Submitting with Support from For-Profit Entities. A non-profit organization may submit a qualification statement to be a Project User with the support of a for-profit entity in meeting the qualifications (not as a joint venture), provided:

- (i) The non-profit organization must be the applicant and contracting party for any Rebuild grants;
- (ii) The qualifications of the non-profit organization and the for-profit are separately identified;
- (iii) The respective proposed Rebuild project responsibilities of the non-profit organization and for-profit entity are clearly described;
- (iv) The non-profit organization has entered or will enter into an agreement with the for-profit entity for any Rebuild Projects for which it receives grants; and

(v) The for-profit entity will make the disclosures required by Chapter 17-1400 of the Philadelphia Code (related to campaign contributions) as described in section IV.F. of this RFQ.

## IV. Rebuild Project User Qualifications Statement – Required Information

Responses to this RFQ must include a cover page including basic information (A1-A7 below) and signed by the person authorized to submit the Qualifications Statement on behalf of the applicant. Responses must also include the information detailed in the sections and in the order below. The City reserves the right to reject any application that does not contain all of the requested information. Responses should also be as concise as possible.

### **A. User Overview**

1. Name of organization (or joint venture, if applicable)
2. Applicant's identification information, including name, address, website address, and federal employer identification number
3. A primary contact for applicant, including name, email address and phone number
4. Date organized
5. Date nonprofit status was determined by IRS; please attach a letter confirming current nonprofit status
6. Please identify which of the following best describes your organization or activities (if other, please specify):
  - Art Center or Community Center
  - Community Development Corporation
  - Economic Development Organization
  - Faith Based Organization
  - Civic Group
  - Member/ Advocacy Organization
  - Real Estate Developer
  - Parks or Natural Land Organization
7. List of Board of Directors
8. Mission of your organization
9. Brief description or list of organization's activities
10. Number of employees FT/PT
11. Brief description of current or proposed relationship to or involvement with one or more City of Philadelphia parks, recreation centers, playgrounds, or libraries
12. Brief narrative describing your understanding of the Project User role and reason for applying for eligibility to do Rebuild work.
13. If your organization is seeking qualification as a Project User as a joint venture or with the support of another non-profit or for-profit entity, please provide the following for all members/ supporting entities:
  - Name of entity
  - Entity's identification information, including name, address, website address, and federal employer identification number

- A primary contact for the entity, including name, email address and phone number
- Date organized
- Brief description or list of entity's activities
- Proposed respective roles of the applicant and the for-profit entity if qualified as a Project User
- Letter of intent from the supporting entity to enter into a contract with the applicant if qualified as a Project User.

## **B. Statement of Financial Capacity**

Please provide the following documentation. This information is requested to evaluate fiscal stability and financial capability to perform the work and meet Rebuild financial management and reporting requirements.

1. Narrative description of the organization's ability to manage multiple funding sources at one time, such as philanthropic funds and public sector funding provided through municipal, state, and federal programs. Please describe accounting controls and processes, and how Rebuild funds would be managed and with what resources (e.g., full-time and part-time staff members and/ or consultant services; resources that are already in place or that would be put in place if awarded a Rebuild grant).
2. Information about grants or government funds:
  - Please list grants or government funds received in the current and two most recently completed fiscal years by source and amount.
3. Financial statements and budget documents:
  - Copies of your organization's operating budgets for the current and two most recently completed fiscal years.
  - Audited financial statements for the three most recently completed fiscal years. (If your agency does not have an audited financial statement, you may submit an unaudited financial statement prepared by an independent accounting firm.)
  - IRS Form 990 (Return of Organization Exempt from Income Tax) for the three most recently completed fiscal years.
  - Optional budget narrative – you may use this section to provide additional information to help reviewers assess your operating budget and/or audited financial statements.
4. Describe any bankruptcy proceedings within the last five years. If none, so state.
5. Identify any debarments or suspensions applying to your organization or to key organization personnel within the last five years; include the agency imposing the suspension or debarment and the start and end dates. If none, so state.

6. Disclose any litigation or administrative proceedings: State, for the five-year period preceding the date of this RFQ, a description of any judicial or administrative proceeding that is material to applicant's operational or financial capability, or to the subject matter of this RFQ, or that could interfere with applicant's performance of work requested by this RFQ, 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 other entity on which the applicant is relying to meet qualification requirements.

If none, so state.

7. Please complete the Philadelphia Tax Status Certification Request (attached as Appendix D). This form should be completed by the applicant, including all joint venture members, as applicable, and by any other entity on which the applicant is relying to meet qualification requirements.

### **C. Project Experience**

1. Number of years engaged in development/construction management.
2. Attach a list of at least three projects completed within the past five years, at least one of which should have a budget of at least \$1 million. For each, please provide the following:
  - a. Name of project
  - b. Address
  - c. Owner
  - d. Partners, consultants, and/ or contractors (design and construction team, construction/project manager if applicable)
  - e. Your organization's role in the work
  - f. Scope of work
  - g. Start and finish dates
  - h. Total project cost – initial estimate and final cost
  - i. Funding sources and amounts
  - j. Economic opportunity plan goals and results (if applicable)
  - k. Staff assigned to the above projects, their role in the work, and their relevant qualifications.



- l. If any of the work above was completed in partnership with another organization, please list the name, the nature of the partnership and the responsibilities of each partner.
- m. Please indicate efforts made during the listed projects to achieve project and construction diversity and inclusion goals.
- n. Please describe any experience achieving sustainability goals, i.e. LEED or Energy Star certification, GSI or others.
- o. Please describe examples of community engagement work completed for the referenced projects.
- p. Please list at least one reference for each project who is familiar with the work. Provide name, organization, email address and telephone number.

#### **D. Diversity & Inclusion**

1. Please provide minority, women and disabled-owned (M/W/DSBE) business participation on construction/ construction-related projects your organization managed for the past three years, as available. Please itemize goals, actual participation percentage, and actual expenditures by category, as available. If this was something that your organization did not track, so state.
2. Please provide minority, women and disabled-owned (M/W/DSBE) business participation on other expenditures for your organization for the past three years (e.g., professional services contracts, supplies, equipment), as available. Please itemize goals, actual participation percentage, and actual expenditures by category, as available. If this was something that your organization did not track, so state.
3. Please provide your organization's approach (not related to Rebuild) to ensuring M/W/DSBE contracting participation. Information might include but is not limited to participation goals, outreach efforts, technical assistance, and other business supports.
4. Please provide demographic information on your organization's workforce. Please provide the number and percentage of minority, women, and disabled employees, in total and for executive level employees.
5. Please provide demographic information about your organization's Board of directors. Please provide the number and percentage of minority, women, and disabled Board members for the full Board and for the executive committee.
6. Please provide your organization's plan or approach for staff and Board member diversity and inclusion. Information might include but is not limited to recruitment and hiring practices; retention and promotional practices; and percentage goals for minority, female, and disabled staff (overall and executive staff).

## **E. Community Engagement**

Please describe your philosophy for engaging with residents and community members.

1. What are the critical components of a successful community engagement process, based on your experience?
2. What are the greatest challenges to a successful community engagement process, based on your experience? How have you overcome those challenges?
3. What types of resources (e.g. staff, materials, planning, etc.) are dedicated to engagement at your organization?
4. Please describe your experience involving community residents to inform the design and delivery of construction projects. Provide specific examples, including the scale and scope of the project, the community in which you worked, your methods for garnering resident input, and a description of any partner organizations you may have worked with (including the role they played in the project).
5. Please describe your organization's experience navigating complex community dynamics and competing interests, building consensus, and creating opportunities for inclusive input and dialogue.
6. Please describe your experience working with organizations to support community advocacy, fundraising, program development/ management and similar initiatives.
7. Please list at least three references familiar with your organization's community engagement work. Please provide name, organization, email address and telephone number.

## **F. Disclosure of Campaign Contributions**

Applicants must disclose all information required under Chapter 17-1400 of the Philadelphia Code, including any local and state political campaign contributions, on the forms attached as Appendix E. Disclosure requirements must be met by all Project Users that are awarded a Rebuild grant, and by all other entities on which Project Users relied to become qualified as a Project User.

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 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 any other response document required, is part of the online application.

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 receive grants from City-related agencies, such as PAID. Applicants should take this into consideration in electing to respond to this RFQ or in selecting subcontractors if awarded a contract to perform the work under a grant agreement.

## V. Information About the RFQ Process

### A. Submission of Qualifications Statements

Applicants must submit both electronic and hard copy qualifications statements:

- Please deliver nine hard copies of Qualifications Statements and all appendices and attachments no later than **5:00 PM on Friday, September 29, 2017** to:  
City of Philadelphia  
Managing Director’s Office  
Room 1430, 14<sup>th</sup> Floor, Municipal Services Building  
1401 JFK Blvd.  
Philadelphia, PA 19102
- Please submit electronic responses on a USB drive.
- Please follow the question heading format in Section IV “Rebuild Project User Qualifications Statement” for your responses. Please provide tabs for each section (e.g., A., B., C.) and provide headings (e.g. A.1, A.2, B.1, B.2) for each of your responses in coordination with the sections outlined in Section IV, as well as for each appendix item.

### B. Tentative Timeline

RFQ Posted	July 31, 2017
Information Meetings: Municipal Services Building, 1401 JFK Blvd. Philadelphia, PA 19102, 14th Floor, Rm 1450	Mtg 1: Friday, August 11, 2017, 1:00 PM Mtg 2: Tuesday, August 15, 2017, 3:00 PM Mtg 3: Tuesday, August 29, 2017, 9:00 AM Mtg 4: Tuesday, September 12, 2017, 11:00 AM
Applicant Questions Due	Tuesday, September 19, 2017, 5:00 PM
Answers Posted on <a href="http://www.Rebuild.phila.gov">www.Rebuild.phila.gov</a>	Friday, September 22, 2017
Qualifications Statements Due	Friday, September 29, 2017, 5:00 PM
Notification of Qualified Organizations	Monday, October 30, 2017

Questions may be answered individually or in groups as they are received. The dates above are the last dates that questions will be accepted and answers will be posted prior to the Qualifications Statements due date.

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 information meeting dates/times or locations, the due date for applicant questions, and the date for Qualifications Statement submission will be posted

on the Rebuild Office website at [www.rebuild.phila.gov](http://www.rebuild.phila.gov). The other dates/times listed may be changed without notice to prospective applicants.

### C. Questions

All questions concerning this RFQ must be submitted in writing via email to [rebuild@phila.gov](mailto:rebuild@phila.gov) no later than **September 19, 5:00 PM**, and may not be considered if not received by then. The City will respond to questions it considers appropriate to the RFQ 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 Rebuild Office website at [www.rebuild.phila.gov](http://www.rebuild.phila.gov). Responses posted on the Rebuild Office website become part of the RFQ 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.

### D. Optional Information Meetings

Four optional information meetings will be held to review the requirements of this RFQ and to review the anticipated role and responsibilities of Rebuild Project Users. All meetings will be held at the same location:

Municipal Services Building  
14th Floor, Room 1450  
1401 JFK Blvd.  
Philadelphia, PA 19102

The meeting dates and times are as follows:

Date	Time
Friday, August 11, 2017	1:00-3:00 PM
Tuesday, August 15, 2017	3:00-5:00 PM
Tuesday, August 29, 2017	9:00-11:00 AM
Tuesday, September 12, 2017	11:00 AM-1:00 PM

#### **D. Notice**

The information in this RFQ is provided for background purposes only. While every effort has been made to ensure the accuracy of the information contained in this RFQ, it is not, and shall not be construed to be or constitute, a representation, warranty or guaranty by the City regarding the content, completeness, or accuracy of such information, or the qualifications or expertise of the individual(s) or firm(s) providing or preparing such information.

This RFQ is not a legally binding document, but an invitation to submit qualifications on the terms and conditions described in this RFQ. In no event shall the City be responsible for any costs, expenses or fees incurred by, or on behalf, of the respondent in connection with this RFQ. The respondent shall be solely responsible for all such costs, expenses and fees.

Selection as a qualified Project User does not obligate the City to award a grant to the Project User to work on any Rebuild-eligible site.

The City reserves the right, at any time, to modify the schedule and scope of this solicitation process, to terminate the RFQ process, and to reject or not consider all or any part of any proposal submitted in response to this RFQ for any reason or no reason. Further, after review of the proposals, the City reserves the right to request additional or clarifying information from any or all of the parties that submit proposals in response to this RFQ.

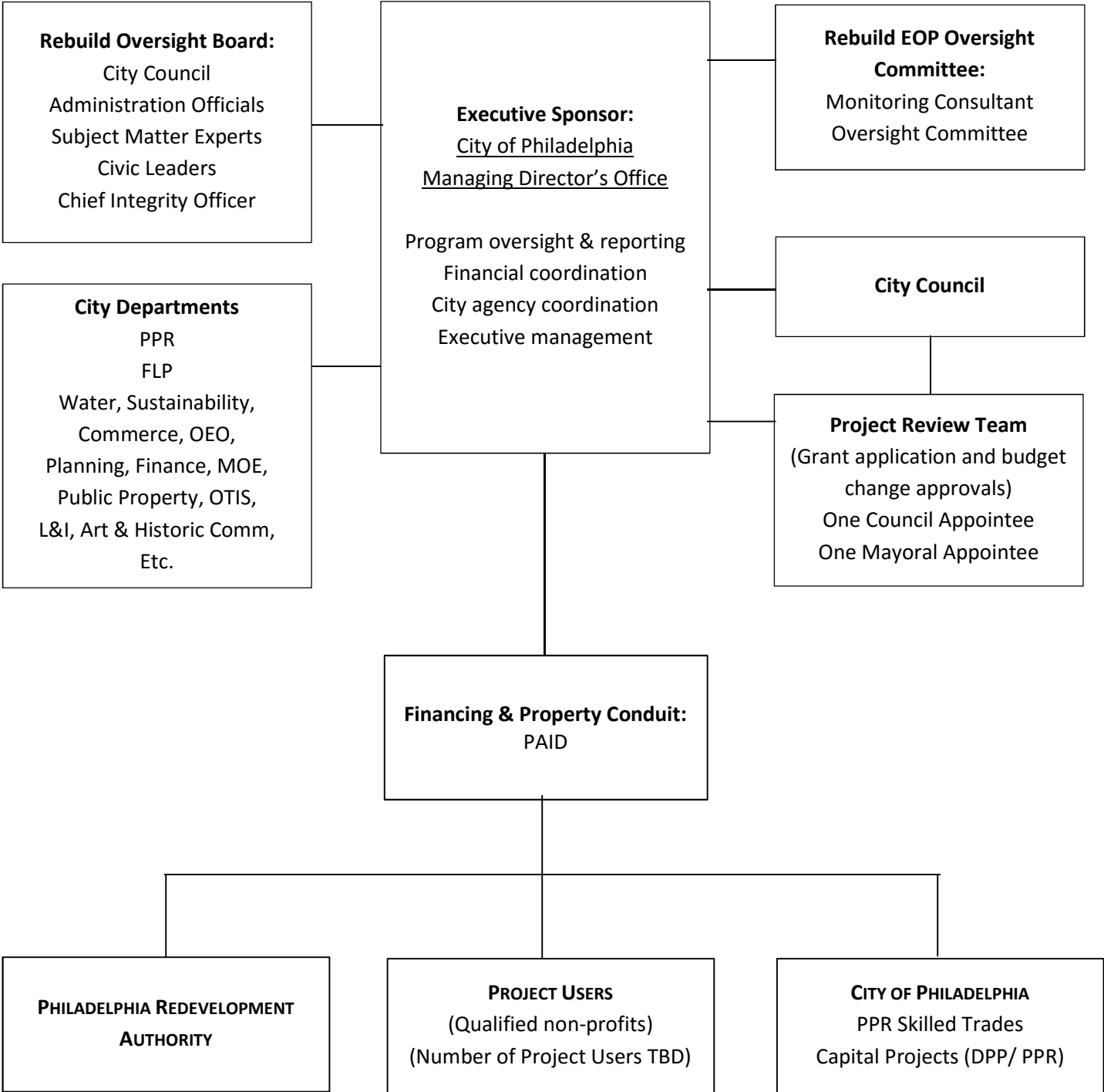


## Appendix A

### Rebuild Implementation Organizational Structure



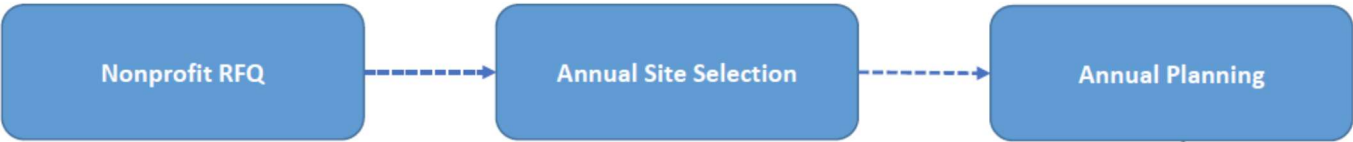
**Rebuild – Proposed Implementation Structure**



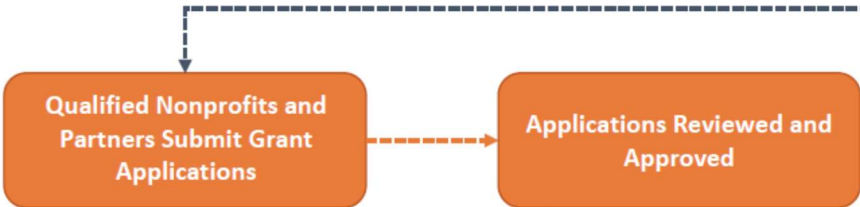
## Appendix B

### Diagram of Rebuild Process

1. RFQ and Annual Planning



2. Grant Application



3. Project Implementation



## Appendix C

### Rebuild Opportunities for Project Users and Non-Project Users

For organizations that do not wish to serve as a Project User, or do not meet the qualification requirements, there will be other opportunities to work on Rebuild projects. For each project, Project Users will be expected to create teams to perform community engagement, design, and construction work. Non-profit and for-profit entities can participate on these teams as consultants, contractors, sub-consultants, or sub-contractors. See below for a summary.

<b>Type of Work</b>	<b>Project User</b>	<b>Non-Project User</b>
Eligible to apply for grants and serve as a project manager for any Rebuild project and receive grant funds directly from PAID	Yes	No
Eligible to perform work on a specific Rebuild project (e.g., community engagement and outreach, maximizing contract or workforce participation, etc.)	Yes	Yes

## Appendix D

### Philadelphia Tax Status Certification Request

# PHILADELPHIA TAX STATUS CERTIFICATION REQUEST

## CITY OF PHILADELPHIA DEPARTMENT OF REVENUE

REQUESTER:  PHA  PHDC  PIDC  PPA  PRA  OTHER \_\_\_\_\_

Taxpayer Name: \_\_\_\_\_ Date: \_\_\_\_\_

Taxpayer Trading As: \_\_\_\_\_

Home Address: \_\_\_\_\_

Business Address: \_\_\_\_\_ Business Phone #: \_\_\_\_\_

1. Are you a Registered Taxpayer?  YES  NO

If so, provide your Federal Employer Identification Number here: \_\_\_\_\_

If so, provide your Philadelphia Business Tax Account Number here: \_\_\_\_\_

If so, provide your Social Security Number here: \_\_\_\_\_

2. Are you presently delinquent in any City of Philadelphia or Philadelphia School District taxes?  YES  NO

If so, what tax and amount owed? \_\_\_\_\_

3. Are you presently delinquent in Water and Sewer charges?  YES  NO

If so, amount owed: \$ \_\_\_\_\_

4. Have you ever been sued by the City of Philadelphia or the Philadelphia School District?  YES  NO

Have you declared bankruptcy?  YES  NO

If so, list date and nature of lawsuit or filing date of bankruptcy petition: \_\_\_\_\_

5. Are you involved in any other business activity?  YES  NO

If so, list company name(s) and account number(s) here: \_\_\_\_\_

6. Do you own real estate?  YES  NO

If so, list address(es) here, or on the back of this form: \_\_\_\_\_

I hereby affirm that the information provided above is true and correct to the best of my knowledge, information and belief; said affirmation being made subject to the penalties prescribed by 18 Pa. C.S.A. Sec. 4904 relating to unsworn falsification to authorities.

Name: (Please Print) \_\_\_\_\_

Title: \_\_\_\_\_

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

Date: \_\_\_\_\_





## CONFLICT OF INTEREST

All applicants are required to comply with federal, state and local regulations prohibiting conflicts of interest. The regulations concern the following groups of people:

- A. Employees, consultants, officers, or elected or appointed officials of the City of Philadelphia or Philadelphia Redevelopment Authority.
- B. Employees, consultants, or officers of any organization or business receiving federal, state or local funds or participating in a government housing program (including, but not limited to, Philadelphia Housing Development Corporation, Philadelphia Industrial Development Corporation and city-funded non-profits housing entities).

1. Are you now, or have you been during the preceding year, in one of the categories (A or B) described above?

YES  NO

2. Is any member of your family or your spouse's family now, or have they been during the preceding year, in one of the categories (A or B) described above?

(Family members include spouses, parents, brothers, sisters, or children).

YES  NO

- If yes, please state the nature of your relationship and briefly describe your family member's duties or title with respect to the organization or business.

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3. Is any person with whom you have a business relationship, or with whom you have had a business relationship during the preceding year, in one of the categories (A or B) described above? (A person with whom you have a business relationship includes your employees, partners, shareholders, officers or directors).

YES  NO

- If yes, please state the nature of your relationship and briefly describe that person's duties or title with respect to the organization or business.

---

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## CONFLICT OF INTEREST

4. Does or will any person in one of the categories (A or B) described above have any interest in any contract for materials or services related to the project or property for which you are applying?

YES  NO

Briefly describe the nature of that person's interest in the contract for materials or services.

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## ADDITIONAL DISCLOSURES

1. Do you own any property that is subject to any significant unresolved violation of City codes and ordinances?

YES  NO

2. As a property owner, have you been involved in Philadelphia tax foreclosure proceeding in the last five years?

YES  NO

3. Have you or any member of your development team been convicted of any felony within the past five years?

YES  NO

4. Are you listed as an owner of record on the Philadelphia District Attorney's list of land that has been confiscated due to criminal activity?

YES  NO

**NOTICE: The Philadelphia Redevelopment Authority is subject to the Pennsylvania Right to Know Law. Any information provided in any of the foregoing documents may be subject to disclosure to the public.**

## CERTIFICATION

I do hereby declare that I have filed the foregoing Statement of Interest and do hereby certify that the statements made in the foregoing Statement are true and correct to the best of my knowledge, information, and belief. I understand that false statements made herein are subject to the penalties of the Act of December 6, 1972, PLI 1482, No. 334, as amended, 18 PA. C. A 4904, relating to unsworn falsification to authorities.

Signature \_\_\_\_\_

Date \_\_\_\_\_

## Appendix E

### Chapter 17-1400 Disclosures

## DETERMINING ELIGIBILITY FOR CITY FINANCIAL ASSISTANCE

Chapter 17-1400 of the Philadelphia Code requires certain disclosures of persons seeking City Financial Assistance and prohibits such persons from receiving financial assistance if they or certain related parties have made contributions to elected City officers or candidates for City office in excess of the following amounts (§17-1404 (1)):

- (1) If an individual makes contributions in excess of \$2,600 in the aggregate during a calendar year prior to 2012 and \$2,900 in the aggregate during a calendar year beginning in 2012 to a candidate for nomination or election to any elective City office or to an Incumbent, then, during the term of office to which such candidate is elected or during the Incumbent's term of office, the individual shall not be eligible to receive Financial Assistance of \$50,000 or more.
- (2) If a Business makes a contribution in excess of \$10,600 in the aggregate during a calendar year prior to 2012 and \$11,500 in the aggregate during a calendar year beginning in 2012 to a candidate for nomination or election to any elective City office or to an Incumbent, then, during the term of office to which such candidate is elected or during the Incumbent's term of office, the Business shall not be eligible to receive Financial Assistance of \$50,000 or more.

**PHILADELPHIA INDUSTRIAL DEVELOPMENT CORPORATION (PIDC)  
 PIDC-LOCAL DEVELOPMENT CORPORATION (PIDC-LDC)  
 PHILADELPHIA AUTHORITY FOR INDUSTRIAL DEVELOPMENT (PAID)  
 FINANCIAL ASSISTANCE DISCLOSURE FORM (FA-1)**

**APPLICANT:** \_\_\_\_\_

**DISCLOSURES:**

The following are mandatory disclosures required of all Applicants for Financial Assistance of \$50,000 or more. Failure to respond to any of the five (5) disclosure questions will eliminate you from consideration for the requested Financial Assistance.

1. List the names, business addresses and phone numbers of all Consultants used by the Applicant with respect to this application for Financial Assistance within the year prior to the date of your application for assistance, and the amount paid or to be paid to each such Consultant for such services. **Were Consultants used? No  Yes  if yes, give details below:**

<u>Name</u>	<u>Address</u>	<u>Phone #</u>	<u>Amt. Paid/Payable</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

2. List all contributions of money or in-kind assistance made by the Applicant, or any Consultant listed in 1. above, during the two years prior to the date of your application for Financial Assistance to any 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 in the Commonwealth of Pennsylvania, and the date and amount of each such contribution. (Note: The attribution rules of §17-1405 of the Philadelphia Code (see “Definitions”) shall apply to determine what contributions must be disclosed as contributions of the Applicant or of a Consultant). **Were contributions made? No  Yes  if yes, complete attached “Campaign Contribution Disclosure Forms.”**

3. List the names, business addresses and phone numbers of all subcontractors the Applicant intends to use if awarded this Financial Assistance, and the amount or percentage to be paid to each such subcontractor. **If subcontractors will not be used, answer “none.”**

<u>Name</u>	<u>Address</u>	<u>Phone #</u>	<u>Amt.(\$)/Percentage (%)</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

4. Provide the requested information for each City of Philadelphia, PIDC, PIDC-LDC or PAID officer or employee, who within two years prior to the date the application for Financial Assistance is filed, asked the Applicant, any officer, director or management employee of the Applicant, or any Person representing the Applicant, to give money, services, or any other thing of value (other than a Contribution as defined in the PA Election Code, 25 P.S. §3241, see “Definitions”) to any Person, and any payment of money, provision of services, or any other thing of value (other than a Contribution as defined in the PA Election Code, 25 P.S. §3241) given to any Person in response to any such request. **If no such request was made, answer “none.”**

<u>Name</u>	<u>Title</u>	<u>Date Requested</u>	<u>Amount Requested</u>	<u>Date Paid</u>	<u>Amount Paid</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

5. List name and title of each City of Philadelphia, PIDC, PIDC-LDC or PAID officer or employee who, within two years prior to the date the application for Financial Assistance is filed, directly or indirectly advised the Applicant, any officer, director or management employee of the Applicant, or any Person representing the Applicant that a particular Person could be used by the Applicant to satisfy any goals established pursuant to the application for Financial Assistance for the participation of minority, women, disabled or disadvantaged business enterprises. The Applicant shall also disclose the date the advice was provided, and the name of such particular Person. **If no such advice was provided, answer “none.”**

<u>Name</u>	<u>Title</u>	<u>Date</u>	<u>Advice Provided</u>	<u>Person Recommended</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**CERTIFICATION:**

**The following certification must be signed and dated.**

I certify under penalty of law that the above DISCLOSURES, including those set forth on the attached “Campaign Contribution Disclosure Forms,” are complete and true and correct in all respects. I further certify that I have not made any contribution(s) which would render me ineligible to receive Financial Assistance in accordance with §17-1404(1) of the Philadelphia Code.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **Campaign Contribution Disclosure Forms**

This form is being provided to Applicants for Financial Assistance who are required to complete it and who may want to use it in order to obtain information from their Consultant(s), if applicable.

### **Consultants**

Every Applicant for City Financial Assistance and all Contractors used to obtain said financial assistance are required to provide information on campaign contributions that were made.

Please note that a Consultant, for the purposes of the required disclosures, is defined as an individual or business used by an Applicant to assist in obtaining the requested Financial Assistance through direct or indirect communication by such individual or business with any City agency or any City officer or employee, or PIDC, PIDC-LDC or PAID or any officer or employee of PIDC, PIDC-LDC or PAID, if the communication is undertaken in exchange for, or with the understanding of receiving, payment from the Applicant or Consultant or any other individual or business (however, “Consultant” shall not include a full-time employee for the Applicant).

When applying for Financial Assistance, Applicants have to disclose, on behalf of their Consultant(s), any contributions they made during the two years prior to the Application deadline to:

- A candidate for nomination or election in any public office in the Commonwealth of Pennsylvania
- An incumbent in any public office in the Commonwealth of Pennsylvania
- A political committee or state party in the Commonwealth of Pennsylvania
- A group, committee, or association organized in support of any candidate, office holder, political committee or state party in the Commonwealth of Pennsylvania

Every recipient of Financial Assistance shall, for a period of five (5) years after receiving such assistance, be subject to the covenant and disclosure requirements set forth Philadelphia Chapter 17-1400 §17-1402(1)(e) as listed below:

- (i) The recipient shall covenant for a period of five (5) years after receiving such assistance, contributions will not be made that would render the recipient ineligible to apply for Financial Assistance under the provisions of §17-1404(1). Breach of such covenant shall be an event of default and PIDC, PIDC-LDC or PAID at its option, may accelerate the loan or increase the interest rate to the default rate set forth in the documents.
- (ii) The recipient shall, for a period of five (5) years after receiving such assistance, disclose any contribution of money or in-kind assistance the recipient or any Consultant has made during such time period to a candidate for nomination or election to any public office 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. Such disclosure shall be made on a form provided by PIDC, PIDC-LDC or PAID, and the form shall



- (iii) be signed and filed with PIDC, PIDC-LDC or PAID within five business days of the contribution. The attribution rules of §17-1405 shall apply to determine what contributions must be disclosed under this provision as contributions of the Contractor or of a Consultant.
- (iv) The recipient shall for a period of five (5) years after receiving such assistance, disclose the name and title of each City of Philadelphia, PIDC, PIDC-LDC or PAID officer or employee who, during such time period, asked the recipient, any officer, director or management employee of the recipient, or any Person representing the recipient, to give money, services, or any other thing of value (other than a Contribution as defined in §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 §17-1401) given to any Person in response to any such request. The recipient 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. Such disclosure shall be made on a form provided by PIDC, PIDC-LDC or PAID, and the form shall be signed and filed with PIDC within five business days after the request was made or a payment in response to a request was made, as the case may be.
- (v) The recipient shall for a period of five (5) years after receiving such assistance, disclose the name and title of each City of Philadelphia, PIDC, PIDC-LDC or PAID officer or employee who directly or indirectly advised the recipient, any officer, director or management employee of the recipient, or any Person representing the recipient that a particular Person could be used by the recipient to satisfy any goals established relative to the Financial Assistance for the participation of minority, women, disabled or disadvantaged business enterprises. The recipient shall also disclose the date and the advice that was provided, and the name of such particular Person. Such disclosure shall be made on a form provided by PIDC, and the form shall be signed and filed with PIDC, PIDC-LDC or PAID within five business days after recipient was so advised.

The recipient must submit this updated information on the attached form to: Compliance Monitor, 2600 Centre Square West, 1500 Market Street, Philadelphia, PA 19102. This attached form can also be used to obtain and/or report the necessary information from its Consultant(s).

### **Eligibility Restrictions**

If an individual makes contributions totaling over \$2,600 in one year to a candidate for City elective office or to an incumbent, the individual is not eligible to receive City Financial Assistance of \$50,000 or more during that candidate's or incumbent's term of office.

If a business makes contributions totaling over \$10,600 in one year to a candidate for City elective office or to an incumbent, the business is not eligible to receive City Financial Assistance of \$50,000 or more during that candidate's or incumbent's term of office.

Although individuals and businesses have to disclose campaign contributions made during the two years prior to the application deadline, the eligibility restrictions takes into consideration only those contributions made on or after January 1, 2006.

## Individual: Campaign Contribution Disclosure Form

Please read through the directions and definitions before filling out this disclosure form to make sure that each question is answered appropriately and thoroughly.

	Yes	No
Have you made any contributions?	<input type="checkbox"/>	<input type="checkbox"/>
Have you solicited or served as an intermediary for any contributions?	<input type="checkbox"/>	<input type="checkbox"/>
Has a member of your immediate family made any contributions over and above \$2,600?	<input type="checkbox"/>	<input type="checkbox"/>
Has a member of your immediate family solicited or served as an intermediary for contributions over and above \$2,600?	<input type="checkbox"/>	<input type="checkbox"/>

Additional information on every contribution must be disclosed. Please use the table provided on the next page.

**Individual: Campaign Contribution Disclosure Form**

For relationship, indicate whether the contributor was the Individual or Family Member.  
For Family Members, only disclose contributions over and above \$2,600 (e.g., disclose \$400 when a family member gave \$3,000 to one recipient).

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

Please use additional pages as needed.

## Business: Campaign Contribution Disclosure Form

Please read through the directions and definitions before filling out this disclosure form to make sure that each question is answered appropriately and thoroughly. Where the question refers to a “for-profit business” and the applicant is a non-profit business, please select “N/A”; non-profits are not required to disclose contribution information on these questions.

	Yes	No	N/A
Has the business made any contributions?	<input type="checkbox"/>	<input type="checkbox"/>	
Has the business solicited or served as an intermediary for any contributions?	<input type="checkbox"/>	<input type="checkbox"/>	
For for-profit businesses only: Has an officer, controlling shareholder, or partner of the business made any contributions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
For for-profit businesses only: Has an officer, controlling shareholder, or partner of the business solicited or served as an intermediary for any contributions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Has an affiliate of the business made any contributions?	<input type="checkbox"/>	<input type="checkbox"/>	
Has an affiliate of the business solicited or served as an intermediary for any contributions?	<input type="checkbox"/>	<input type="checkbox"/>	
Has an officer, director, controlling shareholder, or partner of a for-profit affiliate of the business made any contributions?	<input type="checkbox"/>	<input type="checkbox"/>	
Has an officer, director, controlling shareholder, or partner of a for-profit affiliate of the business solicited or served as an intermediary for any contributions?	<input type="checkbox"/>	<input type="checkbox"/>	
Has the business or an affiliate of the business reimbursed another individual or business for a contribution that the individual or business has made?	<input type="checkbox"/>	<input type="checkbox"/>	
Has an officer, director, controlling shareholder, or partner of a for-profit business, or of a for-profit affiliate of the business, reimbursed another individual or business for a contribution that the individual or business has made?	<input type="checkbox"/>	<input type="checkbox"/>	
Has a political committee controlled by the business or by an affiliate of the business made any contributions?	<input type="checkbox"/>	<input type="checkbox"/>	
Has a political committee controlled by an officer, director, controlling shareholder, or partner of the for-profit business, or of a for-profit affiliate of the business, made any contributions?	<input type="checkbox"/>	<input type="checkbox"/>	

Additional information on every contribution must be disclosed. Please use the table provided on the next page.



## Definitions

Affiliate	A parent, subsidiary, or otherwise affiliated entity of a business.
Applicant	An individual or business who has filed an application for City Financial Assistance.
Attribution Rules (Philadelphia Code §17-1405)	<p>The following attribution rules shall apply to determine what contributions shall be considered to be contributions of an Applicant or Consultant.</p> <p>(1) Contributions made by a member of an individual’s Immediate Family shall be considered to be contributions made by the individual, but only if such contribution exceeds the maximum amount specified in §17-1404(1)(a). Only the amount of such contribution in excess of such maximum amount shall be attributed to the individual.</p> <p>(2) The following shall be considered a contribution by a Business:</p> <ul style="list-style-type: none"> <li>(a) A contribution made by any parent, subsidiary, or otherwise affiliated entity of a Business (“affiliate”);</li> <li>(b) A contribution made by any Person for which they are reimbursed by such Business or affiliate.</li> <li>(c) A contribution from an officer, director, controlling shareholder or partner of such Business or affiliate, except that this provision shall not apply to not-for-profit Businesses or affiliates;</li> <li>(d) A contribution by a political action committee controlled by the Business or affiliate;</li> <li>(e) A contribution by a political action committee controlled by an officer, director, controlling shareholder or partner of such Business or affiliate (other than a not-for-profit Business or affiliate).</li> </ul>

	<p>(3) A contribution to any political committee which, during the calendar year in which the contribution is made, itself makes contributions or gives financial support in excess of fifty percent of the committee’s total receipts for that calendar year to a particular candidate for nomination or election to any elective City office or to a particular Incumbent, shall be considered a contribution to such candidate or Incumbent. A contribution to a political committee that has listed the names of any candidates on a registration statement filed pursuant to the Election Code (25 P.S. §3244) shall be considered a contribution to each such candidate.</p> <p>(4) Any other contribution made not directly to a candidate for nomination or election to any elective City office or Incumbent, but with the purpose and intent that the entity to whom the contribution is made will, directly or indirectly, make such contribution available to such candidate or Incumbent, shall be considered a contribution to such candidate or Incumbent.</p> <p>(5) Any contribution solicited by a Person shall be considered a contribution by such Person, and if a Person sponsors or hosts a fundraising event, then any contributions raised at such event shall be considered to be contributions by such Person. Any contribution solicited by an officer, director, controlling shareholder or partner of a Business or affiliate (other than a not-for-profit Business or affiliate) shall be considered a contribution by such Business, and if any officer, director, controlling shareholder or partner of a Business or affiliate (other than a not-for-profit Business or affiliate) sponsors or hosts a fundraising event, then any contributions raised at such event shall be considered to be contributions by such Business.</p> <p>(6) Any contribution for which a Person is an intermediary shall be considered as a contribution by such Person, and any contribution for which an officer, director, controlling shareholder or partner of a Business or affiliate (other than a not-for-profit Business or affiliate) is an intermediary shall be considered a contribution by such Business. For the purposes of the subsection, an “intermediary” means a Person who, other than in the regular course of business as a postal, delivery or messenger service, delivers a contribution from another Person to the recipient of such contribution.</p>
Business	A corporation, limited liability company, partnership, association, joint venture or any other legal entity (including non-profit organizations).

Candidate	Any individual who seeks nomination or election to public office, other than a judge of elections or inspector of elections, whether or not such individual is nominated or elected. An individual shall be deemed to be seeking nomination or election to such office if he or she has (1) received a contribution or made an expenditure or has given his or her consent for any other person or committee to receive a contribution or make an expenditure, for the purpose of influencing his or her nomination or election to such office, whether or not the individual has made known the specific office for which he or she will seek nomination or election at the time the contribution is received or the expenditure is made; or (2) taken the action necessary under the laws of the Commonwealth of Pennsylvania to qualify himself or herself for nomination or election to such office.
Consultant	An individual or business used by an applicant to assist in obtaining City Financial Assistance through direct or indirect communication by such individual or business with any City agency or any City officer or employee, or PIDC, PIDC-LDC or PAID or any officer or employee of PIDC, PIDC-LDC or PAID, if the communications is undertaken in exchange for, or with the understanding of receiving, payment from the applicant or any other individual or business (however, "Consultant" shall not include a full-time employee of the Applicant).
Contribution (PA Election Code, 25 P.S. §3241)	Any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate or political committee made for the purpose of influencing any election in this Commonwealth or for paying debts incurred by or for a candidate or committee before or after any election. "Contribution" shall also include the purchase of tickets for events such as dinners, luncheons, rallies and all other fundraising events; the granting of discounts or rebates not available to the general public; or the granting of discounts or rebates by television and radio stations and newspapers not extended on an equal basis to all candidates for the same office; and any payments provided for the benefit of any candidate, including any payments for the services of any person serving as an agent of a candidate or committee or a person whose expenditures the candidate or committee must report under this act. The word "contribution" includes any receipt or use of anything of value received by a political committee from another political committee and also includes any return on investments by a political committee.
Financial Assistance	Any grant, loan, tax incentive, bond financing subsidy for land purchase or otherwise, or other form of assistance that is realized by or provided to a Person in the amount of fifty thousand



	dollars (\$50,000) or more through the authority or approval of the City, including, but not limited to, Tax Increment Financing (TIF) aid, industrial development bonds, use of the power or eminent domain, Community Development Block Grant (CDBG) aid or loans, airport revenue bonds, and Enterprise Zone or similar economic development zone designations (such as Keystone Opportunity Zones, Keystone Opportunity Expansion Zones, Keystone Opportunity Improvement Zones, and Economic Development District Zones), but not including any assistance to which a Person is entitled under a law enacted before the Person applied for or requested such assistance.
Immediate family	A spouse or life partner residing in the individual's household or minor dependent children.
Incumbent	An individual who holds elective City office.
Individual	Single persons whose business is not incorporated.
Intermediary	An individual or business, who, other than in the regular course of business as a postal, delivery or messenger service, delivers a contribution from another individual or business to the recipient of such contribution.
Political committee	Any committee, club, association or other group of persons which receives money or makes expenditures for purpose of influencing any election.
Solicit a Contribution	Requesting or suggesting that a person make a contribution. The sponsoring or hosting of a fundraising event is considered soliciting a contribution from the attendees of the event. Any contributions raised at such event are counted as a contribution made by the host of the event.

Appendix F  
Rebuild Ordinance

# City of Philadelphia



(Bill No. 170206)

## AN ORDINANCE

Authorizing and approving the execution and delivery of a Service Agreement between the City of Philadelphia and the Philadelphia Authority for Industrial Development relating to the financing of the City of Philadelphia's Rebuild program, approving the issuance by the Philadelphia Authority for Industrial Development of bonds, notes or other evidences of indebtedness in one or more series to finance or refinance such program and authorizing and approving the obligation of the City of Philadelphia to pay in full when due the Service Fee and other amounts payable under the Service Agreement; authorizing certain City officers to take certain actions required to issue such bonds, notes or other evidences of indebtedness; covenanting that the City of Philadelphia will make necessary appropriations in each of the City's fiscal years to provide for, and will make timely payments of, the Service Fee and other amounts due under the Service Agreement; and authorizing City officials to take necessary or appropriate actions, all under certain terms and conditions.

WHEREAS, The City of Philadelphia (the "City") and the Philadelphia Authority for Industrial Development ("PAID") have determined that PAID will, at the direction and with the cooperation of the City, undertake pursuant to the Service Agreement (as defined herein) to provide financial services to the City through the financing or refinancing of improvements to, and construction, demolition, renovation and equipping of, the City's parks, libraries, playgrounds, recreation centers and other related facilities, and related costs such as workforce diversity and inclusion programs, community engagement and program administration (collectively, the "Project"), under the City's program generally referred to as "Rebuild;" and

WHEREAS, The Council of the City (the "Council") has, by this Ordinance, determined that it is in the best interests of the City to: (i) authorize and approve the execution and delivery of a Service Agreement (the "Service Agreement") by and between the City and PAID; (ii) approve the issuance by PAID of bonds, notes or other evidences of indebtedness in such amount and for such purposes as described in Section 1 herein in one or more series, either as taxable or tax-exempt obligations; and (iii) authorize and approve the performance by the City of its obligation to pay in full when due the Service Fee (as defined in the Service Agreement) and other amounts payable under the Service Agreement; and

WHEREAS, The City is authorized to enter into the Service Agreement to enable the financing and refinancing of the Project; now, therefore

# City of Philadelphia

BILL NO. 170206 continued

Certified Copy

## *THE COUNCIL OF THE CITY OF PHILADELPHIA HEREBY ORDAINS:*

SECTION 1. The Council hereby: (i) authorizes and approves the execution and delivery of the Service Agreement, which shall be substantially in the form of Exhibit A hereto, with PAID; (ii) approves the issuance from time to time by PAID of bonds, notes or other evidences of indebtedness (the “Obligations”) in an aggregate principal amount not to exceed Three Hundred Million Dollars (\$300,000,000), net of original issue discount, plus amounts necessary for costs of issuance, amounts necessary to effect any refunding of Obligations, interest on the Obligations and costs of credit or liquidity enhancement, at any one time outstanding, in one or more series, either as taxable or tax-exempt obligations, to finance or refinance improvements to, and construction, demolition, renovation and equipping of, the City’s parks, libraries, playgrounds, recreation centers and other related facilities, and related costs such as workforce diversity and inclusion programs, community engagement and program administration (collectively, the “Project”), in connection with the City’s program generally referred to as “Rebuild,” interest on the Obligations, costs of credit or liquidity enhancement, amounts necessary to effect any refunding, and the costs of issuing the Obligations; and (iii) authorizes and approves the performance by the City of its obligation to pay in full when due the Service Fee payable under the Service Agreement (the “Service Fee”) and other amounts payable under the Service Agreement; provided, that all expenditures of proceeds of the Obligations on the Project shall be subject to Section 2 of this Ordinance and the program guidelines attached hereto as Exhibit B. Section 2 of this Ordinance shall be controlling in the event of any conflict between the provisions of Section 2 and the program guidelines attached hereto as Exhibit B.

SECTION 2. The Service Agreement and Intergovernmental Cooperation Agreement authorized by this Ordinance shall provide that no proceeds of Obligations shall be used and no interest in City-owned real estate shall be conveyed except in accordance with the provisions of this Section 2; and shall further provide that City Council is an intended beneficiary of such provisions and may sue for their specific enforcement.

(a) The Mayor shall submit to Council for its approval by resolution the following items:

(i) A detailed Project Statement setting forth plans for expenditure of proceeds of Obligations, the conveyance of interests in City-owned real estate and any other source of funds or resources to be used for the Project and the component projects (“Rebuild Projects”) for the up-coming fiscal year. At least sixty days before the Mayor submits the Project Statement to Council for its approval by resolution, the Mayor shall send to each member of Council a preliminary Project Statement in the same detail that will be contained in the final Project Statement for which the Mayor will request approval of Council.

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(ii) An Economic Opportunity Plan (“EOP”) for the participation of minority and female workers, Minority-Owned Disadvantaged Business Enterprises, Female-Owned Disadvantaged Business Enterprises and Disabled-Owned Disadvantaged Business Enterprises (“M/W/DBE/DSBE”), in all work to be performed as part of the Project. Such Plan shall provide for the selection by the President of Council of a person or organization to monitor compliance with the EOP.

(b) Prior to each operating year of the Project, the Mayor shall submit to Council for its approval by resolution an annual line-item budget setting forth proposed Projects and expenditures, and proposed transfers of interests in City-owned real estate for the up-coming year, in such form and detail as is acceptable to Council. Such line-item budget shall be consistent with the Project Statement approved pursuant to subsection (2)(a)(i), and shall include provision for a City Council Project Manager. After it is approved, the annual line-item budget may be amended only with the approval of Council by resolution.

(c) Prior to each operating year of the Project, the Mayor shall submit to Council for approval an ordinance listing the sites to be leased to PAID for the purposes of sublease to qualified Project grantees and lessees (“Project Users”). Subleases shall have terms consistent with the time necessary to implement the Rebuild Project at the subleased site, and shall terminate upon the completion of the Rebuild Project.

(d) A Project Review Team is hereby created, consisting of one member to be appointed by the Mayor and one member to be appointed by the President of Council, each of whom shall serve at the pleasure of the appointing authority. Whenever this Ordinance requires the approval of the Project Review Team, such approval shall consist only of the written approval of both members of the Project Review Team. Before approving or disapproving any matter for which the approval of the Project Review Team is required, the member of the Project Review Team appointed by the President of Council shall first provide each District Councilperson whose district is directly affected by such matter the immediate opportunity to meet with the Project Review Team, at the discretion of the District Councilperson, in order for the District Councilperson to review, comment upon and make recommendations concerning such matter, and the Council President’s appointee shall not approve any matter for which the approval of the Project Review Team is required without first obtaining written authorization from each District Councilperson whose district is directly affected by such matter.

(e) No proceeds of any Obligations may be expended for the Project, or for the funding of required reserves, if any, or for payment of costs of issuance until all approvals required under Section 2(b) have been obtained except:

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(i) With the approval of the Project Review Team, expenditures may be made at variance with an approved annual line-item budget, provided such changes do not affect more than ten percent (10%) of any line-item.

(ii) Start-up expenditures of \$10 million may be made prior to approval of the first annual line-item budget, provided that the expenditures are accompanied by an itemized budget and provisions of subsections 2(f) and 2(g) shall apply to such expenditures as if they were being made under an approved annual line-item budget.

(f) No grant shall be awarded for any such work (including to any Project User) without the approval of the Project Review Team. No grant application for the funding of construction shall be approved unless applicant submits information regarding the size and estimated cost of bid packages.

(g) No interest in city-owned real estate shall be conveyed by the City and no interest in real estate shall be acquired by the City, or PAID on behalf of the City, unless Council shall have specifically approved such conveyance or acquisition by resolution or ordinance. The approval of the Project Review Team shall not be required for any conveyance or acquisition of an interest in real estate in accordance with this Sub-section 2(g).

(h) PAID shall submit a quarterly report to the Project Review Team summarizing all expenditures by budget category and real estate transactions made during the previous quarter.

(i) The provisions of this Section 2 are not severable from the remaining provisions of this Ordinance, but are essentially and inseparably connected with all other provisions of this Ordinance. It is hereby declared to be the legislative intent of Council that Council would not have enacted this Ordinance or any portion of this Ordinance unless all provisions of this Section 2 were a valid part of such enactment. No proceeds of any Obligations of any series shall be spent unless there is full compliance with the approval process set forth in Section 2 of this Ordinance, and all required approvals are obtained. Provided that to the extent that PAID has issued Obligations in reliance upon this Ordinance, the covenants and representations of this Ordinance, and the Service Agreement are fully enforceable upon the City. The Council of the City of Philadelphia is an intended beneficiary of the requirements of this Section 2. Council shall have standing to sue for specific enforcement of the requirements of this Section 2, and the City and PAID agree not to challenge the standing of Council in any action for such specific enforcement. No violation of Section 2 shall effect the legality, validity or enforceability of any other Section of this Ordinance.

(j) Any of the submissions required by Section 2 to be made prior to each operating or fiscal year of the Project, with respect to the first operating or fiscal year of

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the Project, may be made during or prior to the first operating or fiscal year of the Project, and may include expenditures to be made before the first operating or fiscal year of the Project.

SECTION 3. The Director of Finance is hereby authorized to execute and deliver, on behalf of the City, the Service Agreement in substantially the form of Exhibit A hereto, with such changes as the City Solicitor shall advise and the Director of Finance shall approve, consistent with the terms of this Ordinance. No amendment or supplement to the Service Agreement which permits the aggregate principal amount of Obligations (at any one time outstanding) described in Section 1 hereof to be exceeded shall be executed unless first approved by ordinance of the Council.

SECTION 4. The issuance of Obligations to refund outstanding Obligations (whether at maturity, through redemption or otherwise) is hereby authorized, and the Director of Finance is hereby authorized to execute and deliver, on behalf of the City, any required amendment or supplement to the Service Agreement in such form as the City Solicitor shall advise and the Director of Finance shall approve, consistent with the terms of this Ordinance; provided that no amendment or supplement to the Service Agreement shall permit the issuance of Obligations which cause the aggregate principal amount (at any one time outstanding) described in Section 1 hereof to be exceeded unless first approved by ordinance of the Council.

SECTION 5. The Service Agreement authorized by this Ordinance (and any required amendment or supplement thereto) shall be executed in conjunction with the issuance by PAID of its Obligations in an aggregate principal amount (at any one time outstanding) that does not exceed that set forth in Section 1 hereof to be applied for the purposes described in Section 1 hereof. The Obligations shall not be executed or delivered until the Director of Finance has approved the terms thereof.

SECTION 6. The City covenants to budget and make appropriations beginning in Fiscal Year 2018 and in each and every fiscal year thereafter in such amounts as shall be required in order to make timely all Service Fee payments due and payable and to pay timely all other amounts due and payable under the Service Agreement.

SECTION 7. As long as the Obligations issued by PAID are outstanding, the City covenants unconditionally to make all Service Fee payments and all other amounts due as provided for under the Service Agreement directly to any trustee and/or other entity (the "Trustee") to which the Service Fee may be assigned as security for payment of the Obligations, any other payments due to a lender or holder with respect to any Obligations, and the obligations of PAID under any credit facility and/or liquidity facility securing the Obligations, only out of current revenues of the City, which payments shall not be suspended, abated, reduced, abrogated, waived, diminished or otherwise modified in any manner or to any extent whatsoever and regardless of any rights of set-off, recoupment or counterclaim that the City may have against PAID or

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the Trustee or any holder of Obligations or any other party or parties and regardless of any contingency, act of God, event or cause whatsoever and notwithstanding any circumstances or occurrence that may arise after the date thereof.

SECTION 8. The City agrees to be bound by each and every provision, covenant and agreement set forth in the Service Agreement.

SECTION 9. The Director of Finance and all other proper officials of the City are hereby authorized, jointly and severally, on behalf of the City, to execute all documents (including without limitation one or more continuing disclosure agreements, a letter of representations, and an intergovernmental cooperation agreement with PAID and/or other appropriate parties, as directed by the Director of Finance) as may be necessary in order to accomplish the intent and purpose of this Ordinance and the Rebuild program, and to take all actions as may be required by the Constitution and the laws of the Commonwealth of Pennsylvania in order to effectuate the financing approved hereby and the issuance of the Obligations.

SECTION 10. The Council reasonably expects that the proceeds of each series of tax-exempt Obligations will be expended for the Project within three years of the issuance of each such series and will not take any action or omit to take any action which would cause the expenditure of the proceeds of tax-exempt Obligations for the Project to proceed other than with due diligence.

SECTION 11. In accordance with Treasury Regulations §1.150-2, the City hereby states its intention that a portion of the proceeds of the Obligations will be used to reimburse itself or PAID for expenditures for costs of the Project paid prior to the date of issuance of one or more series of the Obligations. The maximum principal amount of Obligations expected to be issued for the Project is \$300,000,000.

SECTION 12. This Ordinance shall take effect immediately.



EXHIBIT A

SERVICE AGREEMENT

BETWEEN

PHILADELPHIA AUTHORITY FOR INDUSTRIAL DEVELOPMENT

AND

THE CITY OF PHILADELPHIA, PENNSYLVANIA

Dated as of \_\_\_\_\_, 20\_\_

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## SERVICE AGREEMENT

This Service Agreement made and entered into as of the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, between PHILADELPHIA AUTHORITY FOR INDUSTRIAL DEVELOPMENT, a public body and a body corporate and politic organized and existing under the laws of the Commonwealth of Pennsylvania (the "Authority"), and the CITY OF PHILADELPHIA, PENNSYLVANIA, a corporation and body politic, and city of the first class of the Commonwealth of Pennsylvania (the "City").

### WITNESSETH:

WHEREAS, the Authority is a public body and a body corporate and politic existing under the laws of the Commonwealth of Pennsylvania (the "Commonwealth") and organized pursuant to the Pennsylvania Economic Development Financing Law, Act No. 102 of the General Assembly of the Commonwealth approved August 23, 1967 (P.L. 251), as amended and supplemented (the "Act"); and

WHEREAS, under the Act, the Authority has all powers necessary or appropriate to carry out and effectuate the purposes and provisions of the Act, including, among others, the power to finance the costs of public facilities and to issue its bonds, notes or other evidences of indebtedness for any of its corporate purposes; and

WHEREAS, the Authority desires to provide financial services to the City through the financing of the Project (as defined below); and

WHEREAS, the Authority and the City have determined, in accordance with the Ordinance (hereinafter defined), that: (i) the Authority will, at the direction and with the cooperation of the City, by entering into this Service Agreement undertake to provide financial services to the City through the financing of the Project (as defined below); (ii) the Authority will issue its revenue bonds, notes or other evidences of indebtedness to finance a project (the "Project") consisting of financing improvements to, and construction, demolition, renovation and equipping of, the City's parks, libraries, playgrounds, recreation centers and other related facilities, and related costs such as workforce diversity and inclusion programs, community engagement and program administration, under the City's program generally referred to as "Rebuild;" and (iii) the City will pay to the Authority the Service Fee described herein; and

WHEREAS, the City Council of the City (the "City Council"), by Ordinance (Bill No. 170206), adopted \_\_\_\_\_, 2017, and approved by the Mayor on \_\_\_\_\_, 2017 (the "Ordinance") has: (i) authorized and approved the execution and delivery of this Service Agreement; (ii) approved the issuance from time to time by the Authority of bonds, notes or other evidences of indebtedness in an aggregate principal amount not to exceed the amount described in the Ordinance, net of original issue discount, plus amounts necessary for costs of issuance, amounts necessary to effect any refunding of Obligations (as defined in the Indenture described below), interest on Obligations and costs of credit or liquidity enhancement, at any one time outstanding, in one or more series, either as taxable or tax-exempt obligations, to finance or refinance the Project, interest on the Obligations, costs of credit or liquidity enhancement, amounts necessary to effect any refunding, and the costs of issuing the Obligations; and (iii) authorized and approved the performance by the City of its obligation to pay in full when due the Service Fee (as defined herein) and other amounts payable hereunder; and

WHEREAS, at the request of the City, the Authority has determined to provide financing for the Project by issuing the 20\_\_ Obligations (as defined in the Indenture described below) as Obligations under the Indenture for the purpose of financing a portion of the Project together with costs of issuance of the 20\_\_ Obligations (together, the "20\_\_ Project"); and

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WHEREAS, the Authority is entering into a trust indenture of even date herewith (as supplemented from time to time in accordance with the terms thereof, the “Indenture”) between the Authority and the Trustee (as defined herein) for the purpose of issuing the Obligations and securing the payment thereof; and

WHEREAS, to secure the payment of the Obligations, any Related Obligations (as defined in the Indenture) and any Credit Facility Payment Obligations (as defined in the Indenture), on such basis as is further provided in the Indenture, the Authority will assign to the Trustee all of its right, title and interest in and to this Service Agreement, as amended and supplemented from time to time (except for the Reserved Rights, as defined herein), for the equal and ratable benefit of holders from time to time of Obligations, persons entitled to payment under any Related Obligations and, to the extent provided in the Indenture, any Credit Issuer (as defined in the Indenture), including the Authority’s right to receive the payments of the Service Fee due from the City hereunder; and

WHEREAS, the execution and delivery of this Service Agreement and the performance of their respective obligations hereunder has been in all respects duly and validly authorized by the Authority and the City;

NOW, THEREFORE, in consideration of the mutual agreements hereinafter contained, the parties hereto, intending to be legally bound, agree as follows:

## Article I DEFINITIONS

Section 101. Definitions of Terms. Unless otherwise defined herein, all words and terms defined in the recitals hereto and in Article I of the Indenture shall have the meanings set forth therein and herein. All references herein to the “Debt Service Fund” and the “Revenue Fund” shall mean the Funds so designated which are established with the Trustee pursuant to the Indenture. Capitalized terms used herein and not defined herein shall have the meanings ascribed to such terms in the Indenture. In addition, the following terms shall have the following meanings unless the context otherwise requires:

“Administrative Expenses” shall mean the reasonable fees and expenses of the Authority (including the Authority’s initial fee) and the Trustee and any paying agent, remarketing agent or other fiduciary or agent appointed under the Indenture, including reasonable legal fees and expenses, in connection with the funding and administration of the Project, the issuance of any Obligations, the administration of the Indenture, the performance of the Authority’s obligations under this Service Agreement, or in connection with inquiring into, or enforcing the performance of, the City’s obligations under this Service Agreement or the Indenture.

“Annual Debt Service Requirement” shall mean, with respect to each Fiscal Year, the sum of the amounts required to be paid by the Authority in such Fiscal Year for (i) the payment of principal and mandatory sinking fund redemption of and interest on the Obligations, (ii) payments under any Related Obligations and (iii) the payment of any Credit Facility Payment Obligations.

“Code” shall mean the Internal Revenue Code of 1986, as amended, and the applicable Treasury Regulations thereunder, as the same may be amended from time to time. Reference herein to any specific provision of the Code shall be deemed to refer to any successor provision of the Code.

“Costs” shall mean all costs of the Project which the City or the Authority or either of them is authorized to incur under applicable law (including the Act) and includes Costs of Issuance.

“Event of Default” shall mean any of the events described in Section 601 hereof.

“Fiscal Year” shall mean the annual accounting year of the City, which currently begins on July 1 of each year.

“Reserved Rights” shall mean the rights of the Authority to receive payments of Administrative Expenses under subsections 404(a), 404(b) and 404(c) hereof and the rights of the Authority under Sections 505, 507 and 710 hereof, and the right to enforce each of the same.

“Service Fee” shall mean the Service Fee payable from the City hereunder as set forth in Section 401 hereof.

“Trustee” shall mean \_\_\_\_\_, as trustee under the Indenture, and its successors as trustee thereunder.

## Article II REPRESENTATIONS AND WARRANTIES

Section 201. Representations and Warranties of the Authority. The Authority hereby represents and warrants as follows:

(a) it is a public body and a body corporate and politic duly organized and existing under the laws of the Commonwealth with the power to enter into this Service Agreement and to carry out its obligations hereunder and has duly authorized the execution and delivery of this Service Agreement, the 20\_\_ Obligations and the Indenture;

(b) the issuance and sale of the 20\_\_ Obligations, the execution and delivery of this Service Agreement and the Indenture by the Authority and the performance of all covenants and agreements of the Authority contained in this Service Agreement and of all other acts and things required under the Constitution and laws of the Commonwealth to make this Service Agreement a valid and binding obligation of the Authority in accordance with its terms, are authorized by the Act and have been duly authorized by proceedings of the Authority adopted or passed at meetings thereof duly called and held;

(c) the Project will further the public purposes of the Act and the purposes for which the Authority was created and continues to exist and the financing of the Project will be a “project” within the meaning of that term as defined in the Act; and

(d) this Service Agreement has been duly executed on behalf of the Authority by its duly authorized officers and is the legal, valid and binding obligation of the Authority, enforceable against the Authority in accordance with its terms, except as enforcement may be limited by bankruptcy, reorganization, insolvency, moratorium, arrangement or other similar laws or legal or equitable principles affecting creditors’ rights generally.

Section 202. Representations and Warranties of the City. The City hereby represents and warrants as follows:

(a) it is a corporation and body politic and a city of the first class of the Commonwealth duly organized and existing under the laws of the Commonwealth with the power to enter into the transactions contemplated by this Service Agreement and to carry out its obligations hereunder

and, pursuant to the Ordinance, has duly authorized the execution and delivery of this Service Agreement and has duly approved the 20\_\_ Obligations and the Indenture;

(b) the authorization and undertaking of the Project, the execution and delivery of this Service Agreement by the City and the performance of all covenants and agreements of the City contained in this Service Agreement and of all other acts and things required under the Constitution and laws of the Commonwealth to make this Service Agreement a valid and binding obligation of the City in accordance with its terms, are authorized by the Philadelphia Home Rule Charter and the Act and have been duly authorized by the Ordinance duly adopted by the City Council and approved by the Mayor; and

(c) this Service Agreement has been duly executed on behalf of the City by its duly authorized Director of Finance and is the legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms, except as enforcement may be limited by bankruptcy, reorganization, insolvency, moratorium, arrangement or other similar laws or legal or equitable principles affecting creditors' rights generally.

### Article III THE PROJECT

Section 301. Funding of the Project. Upon the issuance of the 20\_\_ Obligations, the Authority shall cause the proceeds thereof to be deposited in the funds and accounts established under the Indenture as set forth therein. Proceeds of any Additional Obligations shall be applied as set forth in the applicable Supplemental Indenture or in an Authority Certificate approved by the Director of Finance.

#### Section 302. The Project.

(a) The City and the Authority hereby agree to undertake the Project. In undertaking the Project, the Authority will act at the direction of and with the cooperation of the City. The Authority agrees to cooperate with the City and take all actions which are reasonably necessary to facilitate the Project.

(b) Proceeds of the 20\_\_ Obligations shall be applied to pay or reimburse costs of the 20\_\_ Project in accordance with the Indenture, the Act and the Ordinance.

Section 303. Compliance with Ordinance. Notwithstanding any other provision of this Agreement to the contrary, no proceeds of any Bonds of any series shall be spent unless there is full compliance with the approval process set forth in Section 2 of the Ordinance, and all required approvals are obtained. The Council of the City of Philadelphia ("Council") is an intended beneficiary of the requirements of this Section 303. Council shall have standing to sue for specific enforcement of the requirements of this Section 303, and the City and the Authority agree not to challenge the standing of Council in any action for such specific enforcement.

Section 304. Additional Obligations. Upon the written request of the Director of Finance of the City, the Authority may issue Additional Obligations to refund Outstanding Obligations and to finance Costs of the Project, including amounts necessary for Costs of Issuance of such Additional Obligations, costs of credit or liquidity enhancement, and other amounts necessary to effect any refunding and may also incur Related Obligations. In connection with the issuance of Additional Obligations and any incurrence of Related Obligations, the Authority and the City shall enter into an appropriate supplement to this Service Agreement, subject to the provisions of the Ordinance.

## Article IV SERVICE FEE

Section 401. Service Fee. In consideration of the undertakings by the Authority under this Service Agreement with respect to the Project, the City agrees to pay as a Service Fee in each Fiscal Year directly to the Trustee, as the assignee of the Authority, the following sums:

(a) The Annual Debt Service Requirement for such Fiscal Year, payable as follows:

(i) On the business day immediately preceding the date such amount is required to be paid to the Holders of the Obligations, the amount which is equal to the principal or redemption price of the Obligations becoming due on such principal maturity date or mandatory sinking fund redemption date, subject to credit for other available funds in the manner provided in the Indenture.

(ii) On the business day immediately preceding each Interest Payment Date, the amount which is equal to interest on the Obligations becoming due on such Interest Payment Date, subject to credit for other available funds in the manner provided in the Indenture.

(iii) On the dates specified in any Related Obligations, any other amounts due to the person entitled thereto (to the extent not duplicative of those set forth in clauses (a)(i) and (ii) above) on the due date for such amounts.

(iv) On or before the dates specified in any Credit Facility, the amounts which are equal to any Credit Facility Payment Obligations becoming due on such dates, subject to credit for other available funds in the manner provided in the Indenture.

(b) Notwithstanding any other provision of this Service Agreement, an acceleration of the Authority's payment obligations with respect to the Obligations, any Related Obligation or any Credit Facility Payment Obligation shall not cause an acceleration of the payment of the Service Fee hereunder.

(c) In lieu of the portion of the payments due under subsection (a)(i) above, the City, or at its written direction, the Trustee, may purchase for cancellation Obligations of the series and term next becoming due at maturity or upon mandatory sinking fund redemption, subject to the applicable requirements set forth in the Indenture.

The Service Fee shall be payable only out of the current revenues of the City, and the City agrees to provide for the payment of the Service Fee and include the same in its annual operating budget for each Fiscal Year. If the current revenues are insufficient to pay the total Service Fee in any Fiscal Year as the same becomes due and payable, the City covenants to include amounts not so paid in its operating budget for the ensuing Fiscal Year in order to provide sufficient current revenues to pay in each ensuing year such balance due in addition to the amount of Service Fee due for such ensuing year.

The City covenants to make appropriations in each of its Fiscal Years in such amounts as shall be required in order to make all Service Fee payments due and payable hereunder in each of the City's Fiscal Years.

The Authority agrees to give the notice required under Section 2.07(d) of the Indenture of payments due with respect to any Related Obligation.

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Section 402. No Set-Off. The obligation of the City to make the payments required under this Service Agreement shall be absolute and unconditional. The City will pay without suspension, abatement, reduction, abrogation, waiver or diminution all payments required hereunder regardless of any cause or circumstance whatsoever, which may now exist or may hereafter arise, including, without limitation, any defense, set-off, recoupment or counterclaim which the City may have or assert against the Authority, the Trustee, any Holder of the Obligations, any person entitled to payments under Related Obligations, any Credit Issuer or any other person.

Section 403. Prepayment. The City shall be permitted, at any time and from time to time, to prepay all or any part of the amounts payable under Section 401 hereof together with such other amounts as shall be sufficient to pay all or a portion of the Obligations of any series in accordance with the provisions of the Indenture.

Section 404. Other Payments by City. The City shall make the following payments:

- (a) contemporaneously with the execution and delivery hereof, the Authority's closing fee with respect to the 20\_\_ Obligations;
- (b) the Authority's other Administrative Expenses incurred from time to time; and
- (c) directly to the Trustee, on behalf of the Authority, upon invoice therefor, the Administrative Expenses of the Trustee as provided in Section 10.04 of the Indenture.

The Administrative Expenses shall be payable only out of the proceeds of the Obligations or the current revenues of the City, and the City agrees to provide for the payment of the Administrative Expenses and include the same in its annual operating budget for each year to the extent not otherwise provided for. If the current revenues are insufficient to pay the total Administrative Expenses in any Fiscal Year as the same become due and payable, the City covenants to include amounts not so paid in its operating budget for the ensuing Fiscal Year in order to provide sufficient current revenues to pay in each ensuing year such balance due in addition to the amount of Administrative Expenses due for such ensuing year.

The City covenants to make appropriations in each of its Fiscal Years in such amounts as shall be required in order to make all Administrative Expense payments due and payable hereunder in each of the City's Fiscal Years.

Section 405. Assignment of Service Agreement. The Authority hereby notifies the City that all the Authority's right, title and interest in and to this Service Agreement, including its rights to receive the above payments (except for the Reserved Rights), shall be irrevocably assigned by the Authority to the Trustee as security for the Obligations, Related Obligations and Credit Facility Payment Obligations, as provided in the Indenture, and in furtherance of said assignment the Authority hereby irrevocably assigns all payments by the City hereunder (except for the Reserved Rights) to the Trustee for deposit or application in accordance with this Service Agreement and the Indenture. The City hereby consents to such assignment. The Authority consents to the payment by the City of, and directs the City to pay, all such assigned amounts directly to the Trustee.

Section 406. Excess Funds. After all of the Obligations, Related Obligations and Credit Facility Payment Obligations have been paid or payment thereof has been provided for and all interest and applicable premium, if any, due thereon and all other amounts required to be paid under the Indenture have been paid or provision for such retirement and payment has been made in accordance with the



Indenture, excess moneys in the funds and accounts established under the Indenture from whatever source derived will be paid to the City. This paragraph shall survive the termination of this Service Agreement.

## Article V FURTHER AGREEMENTS

Section 501. Compliance With Laws. The City covenants that all actions heretofore and hereafter taken by the City or by the Authority upon the request of any officer of the City in connection with the Project, including the making of contracts, have been and will be in full compliance with all pertinent laws, ordinances, rules, regulations and orders applicable to the City. The City acknowledges that any review by the Authority's staff or counsel of any action heretofore or hereafter taken by the City has been or will be solely for the protection of the Authority. Such reviews shall not prevent the Authority from enforcing any of the covenants made by the City.

Section 502. Investments. The City and the Authority agree that all moneys in any fund or account established by the Indenture may be invested in such Investment Securities as the City may direct in writing, as provided in the Indenture.

Section 503. City to Perform Certain Covenants Under Indenture. The City acknowledges that it has received an executed copy of the Indenture, and that it is familiar with its provisions, and agrees to be bound to the fullest extent permitted by law to all provisions thereof directly or indirectly relating to it, and that, in consideration of the service of the Authority rendered to the City under this Service Agreement, it will take all such actions as are required of it under the Indenture to preserve and protect the rights of the Trustee, the Holders of the Obligations, persons entitled to payments under Related Obligations and Credit Issuers thereunder and that it will not take or effect any action which would cause a default thereunder or impair such rights. The City hereby assumes and agrees to perform all of the covenants and other obligations of the Authority under the Indenture, excepting only any approvals or consents required to be given by the Authority thereunder, and those covenants contained in the Indenture which are not within the control of the City.

Section 504. Provisions Related to Tax-Exemption. Each of the City and the Authority covenants that it, with respect to any Obligations which are initially issued with the expectation that the interest thereon will be federally tax-exempt: (i) will neither make nor instruct the Trustee to make any investment or other use of the proceeds of the Obligations, the interest on which is intended to be excludable from gross income of the Holders thereof, which would cause such Obligations to be "arbitrage bonds" (as defined in Section 148(a) of the Code); (ii) will comply with the requirements of the Code throughout the term of such Obligations so that the interest on such Obligations shall be excludable from gross income for federal income tax purposes; and (iii) will not apply the proceeds of such Obligations in such a manner as would result in the loss of the exclusion of interest on such Obligations from gross income of the Holders for federal tax purposes. The City further covenants that it will calculate and pay directly to the United States the amount of arbitrage rebate with respect to any such Obligation payable to the United States Treasury under the Code. The Authority agrees to cooperate with the City's undertaking to comply with the arbitrage rebate rules.

Section 505. No Personal Recourse Against Authority; Assumption of Financial Responsibility.

(a) In the exercise of the power of the Authority and its members, officers, employees and agents under this Service Agreement or the Indenture including (without limiting the foregoing) the application of moneys and the investment of funds, neither the Authority nor its members,

officers, employees or agents shall be accountable to the City for any action taken or omitted by it or them except actions constituting bad faith, willful misconduct, gross negligence, fraud or deceit of the Authority or of any member, officer, employee or agent. The Authority and such other persons shall be protected in its or their acting upon any paper or document believed by it or them to be genuine, and it or they may conclusively rely upon the advice of counsel and may (but need not) require further evidence of any fact or matter before taking any action. No recourse shall be had by the City for any claims against any member, officer, employee or agent of the Authority alleging personal liability on the part of such person based on this Service Agreement or on the Indenture or based on the Authority's participation in the Project.

(b) To the extent authorized by applicable law, and in consideration of the service being rendered by the Authority to the City pursuant to the Act, the City agrees to indemnify, defend and hold harmless the Authority and each of its directors, officers, employees, agents and representatives (each an "Indemnified Party" and collectively, the "Indemnified Parties"), against any and all suits, claims or causes of action (collectively, "Claims"), and all liabilities, losses, costs, expenses, judgments and amounts paid in settlement (including without limitation, reasonable attorneys' fees) of every kind (collectively, "Losses"), relating to or arising in connection with the Authority's entering into this Service Agreement, the Indenture or any other documents executed by the Authority in connection with the transactions contemplated in connection with the Project, the performance of any of the Authority's obligations hereunder or thereunder, any acts or omissions with respect to the Authority's interest under this Service Agreement, the Indenture or any other documents executed by the Authority in connection with the transactions contemplated thereby, or any other acts or omissions relating to the Authority's involvement in the Project; except in each case to the extent that the Claims and Losses are attributable to the willful misconduct, gross negligence, bad faith, fraud or deceit of any such Indemnified Party.

(c) In the event any such Claim is made or action brought against any Indemnified Party, the City shall assume the defense of the Claim and any action brought thereon and the City shall pay all expenses incurred therein; or the Authority, with the consent of the City Solicitor, may assume the defense of any such Claim or action, the reasonable costs of which shall be paid by the City; provided, however, that Counsel selected by the Authority to conduct such defense shall be approved by the City and further provided that the City may engage its own Counsel to participate in the defense of any such action.

(d) The City shall have the right to control the defense of any legal proceedings involving any Claims (other than Claims relating to the inherent powers of the Authority), but shall keep the Authority advised as to all material developments in such proceedings. Notwithstanding anything herein to the contrary, the City shall not be required to indemnify or defend any Indemnified Party against any Claims or Losses to the extent such Claim or Loss is the result of the willful misconduct, bad faith, gross negligence, fraud or deceit of the Authority or such Indemnified Party; provided, however, the Authority's taking of any action, or the failure to take any action, which it is permitted to take under the terms of this Service Agreement, the Indenture or any of the documents involved in the Project, shall under no circumstances be deemed to constitute willful misconduct, bad faith, gross negligence, fraud or deceit; and furthermore, the taking of any action by the Authority at the written direction of the City or the Trustee shall not under any circumstances be deemed to constitute willful misconduct, bad faith, gross negligence, fraud, or deceit.

(e) The City shall not be obligated under Section 505(b), (c) or (d) of this Service Agreement unless the Indemnified Party has given the City prompt and timely notice of matters contemplated by Section 505 (b), (c) or (d); provided however, the failure to so notify the City will not relieve the City from any obligation under Section 505(b), (c), or (d) except to the extent such failure has materially injured the ability of the City to defend such matter successfully or to minimize the economic

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exposure resulting therefrom. Nothing in this Section 505 shall be deemed to preclude the City from asserting any claim against an Indemnified Party for expenses arising from such Indemnified Party's willful misconduct, bad faith, gross negligence, fraud or deceit.

Section 506. Liabilities of the Trustee. The City shall at all times assume complete financial responsibility for all liabilities, losses, claims, causes of action and reasonable costs and expenses (including, without limitation, reasonable attorneys' fees and expenses, including the actual and reasonable allocated costs and expenses of in-house counsel) incurred by, imposed upon or asserted against the Trustee, including its officers, directors, employees and agents, or any of them, for following any instruction or direction upon which the Trustee is authorized to rely pursuant to the terms of this Service Agreement, the Indenture, the Obligations, any Related Obligations or any Credit Facility Payment Obligations, or which arise on account of or result from any actions taken or omitted to be taken by the Trustee, except as a result of its or their gross negligence or willful misconduct, relating to or arising out of this Service Agreement, the Indenture, the Obligations, any Related Obligations or any Credit Facility Payment Obligations.

Section 507. No Waiver of Immunity. Nothing herein shall waive or amend any defense or immunity which the City or the Authority, their officers, employees or agents may have under the Pennsylvania Political Subdivision Tort Claims Act, 42 Pa. C.S.A. §8541 et seq. or the Commonwealth Agency Law, 42 Pa. C.S.A. §8521 et seq.

Section 508. Non-Competitively Bid Contract Bidding Requirements. Pursuant to Section 17-1408 of the Philadelphia Code, the Authority shall abide by the provisions of Philadelphia Code Chapter 17-1400 in awarding any contract(s) pursuant to this Service Agreement 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 the Authority as if the Authority were listed in that subsection.

Unless approved by the City to the contrary, any approvals required by the Philadelphia Code Chapter 17-1400 to be performed by the City Solicitor shall be performed by the Authority by its General Counsel; any approvals required to be performed by the Director of Finance shall be performed by the Authority by its Senior Vice President for Financing Services; and any approvals required to be performed by the Mayor shall be performed by the Authority by its President.

Section 509. Nondiscrimination/Sexual Harassment Clause. During the term of this Service Agreement, the City agrees as follows:

(a) In the hiring of any employee(s) for the performance of work, or any other activity required under this Service Agreement or any contract for the construction or acquisition of the Project, the City, its contractors, or any person acting on behalf of the City or its contractors shall not, by reason of gender, race, creed, or color, discriminate against any citizen of the Commonwealth who is qualified and available to perform the work to which the employment relates.

(b) Neither the City nor any of its contractors for the Project nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the performance of work or any other activity required under this Service Agreement on account of gender, race, creed, or color.

(c) The City and its contractors for the Project shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.

(d) The City shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work relating to the property to which the contracts relates.

(e) The City and each of its contractors for the Project shall furnish upon request all necessary employment documents and records to and permit access to their books, records, and accounts by the Pennsylvania Department of Community and Economic Development, for purposes of investigation, to ascertain compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. If the City or its contractors for the Project do not possess documents or records reflecting the necessary information requested, the City or its contractors for the Project shall furnish such information on reporting forms supplied by the Pennsylvania Department of Community and Economic Development.

(f) The City shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every contract for the Project so that such provisions will be binding upon each contractor for the Project.

(g) In the event of a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause, the Pennsylvania Department of Community and Economic Development may proceed with debarment or suspension and may place the City in the Contractor Responsibility File.

Section 510. Authority Audits. The Authority shall furnish to the City, upon request, a copy of its annual audited financial statements, and, if requested, shall permit any duly authorized representative of the City to make reasonable examinations of its accounts and records relating to the Project, this Service Agreement and the Indenture.

Section 511. Additional Information. The City agrees, whenever reasonably requested by the Authority, to provide and certify or cause to be provided and certified such information concerning the Project and the City as the Authority reasonably considers necessary to enable it to make any reports or supply any information required under the provisions of the Indenture, applicable law or governmental regulation, or otherwise.

## Article VI EVENTS OF DEFAULT AND REMEDIES

Section 601. Events of Default. Each of the following shall constitute an Event of Default hereunder:

(a) The failure of the City to make any payment to the Trustee of the Service Fee due pursuant to Section 401(a) of this Service Agreement;

(b) The failure of the City to make any other payment or to perform any other covenant, condition or agreement herein on its part to be performed; and

(c) If the City proposes or makes an assignment for the benefit of creditors or a composition agreement with all or a material part of its creditors, or a trustee, receiver, executor, conservator, liquidator, sequestrator or other judicial representative, similar or dissimilar, is appointed for the City or any of its assets or revenues, or there is commenced any proceeding in liquidation, bankruptcy, reorganization, arrangement of debts, debtor rehabilitation, creditor adjustment or insolvency, state or federal, by or against the City and if such is not vacated, dismissed or stayed on appeal within sixty (60) days (provided that any such assignment, agreement, appointment or proceeding commenced under the

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First Class City Revenue Bond Act or the Municipal Utility Inventory and Receivables Financing Act, and/or any acceleration of the payment obligations in respect of any bonds, notes or other evidence of indebtedness issued under either aforementioned Act, shall not be an Event of Default hereunder).

Section 602. Notice of Defaults; Opportunity to Cure Such Defaults. No default under Section 601(b) hereof shall constitute an Event of Default until actual notice of such default by registered or certified mail shall be given to the City by the Authority or the Trustee and the City shall have had 30 days after receipt of such notice to correct the default and shall not have corrected it; provided, however, if the default cannot be corrected within such 30-day period, it shall not constitute an Event of Default if corrective action is instituted by the City within the period and diligently pursued until the default is corrected.

Section 603. Remedies. If any Event of Default shall occur and be continuing, the Authority (or the Trustee as assignee of the Authority) may at its option exercise any one or more of the following remedies: (a) by mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the Authority, and require the City to perform its duties and obligations under this Service Agreement; (b) by action or suit in equity require the City to account as if it were the trustee of an express trust for the Authority; or (c) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Authority.

In no event (including an acceleration of the Authority's payment obligations under the Obligations or with respect to any Related Obligations or Credit Facility Payment Obligation) shall the due dates for payments of the Service Fee hereunder be accelerated.

Section 604. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Authority is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Service Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority or the Trustee to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

Section 605. No Additional Waiver Implied by One Waiver. In the event the breach of any agreement contained in this Service Agreement should be waived by either party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

## Article VII MISCELLANEOUS

Section 701. Notices.

(a) Except as otherwise permitted herein and in the Indenture, all communications hereunder shall be in writing and, unless otherwise required under this Service Agreement, shall be sufficiently given or made if delivered personally to the Person who is to receive the same or if mailed to such person by certified mail, return receipt requested, addressed as follows:

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- (i) if to the Authority:  
Philadelphia Authority for Industrial Development  
2600 Centre Square West  
1500 Market Street  
Philadelphia, PA 19102  
Attention: Chairman
  
- (ii) if to the City:  
City of Philadelphia  
c/o Director of Finance  
1401 John F. Kennedy Boulevard  
MSB - Room 1330  
Philadelphia, PA 19102-1693
  
- With a copy to:  
Law Department  
City of Philadelphia  
1515 Arch Street, 17th Floor  
Philadelphia, PA 19102-1595  
Attention: City Solicitor
  
- (iii) if to the Trustee:

Section 702. Severability. If any provision of this Service Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 703. Redemption of Obligations. The Authority, at the written direction of the City, at any time the aggregate moneys in the funds or accounts created under the Indenture are sufficient to effect such redemption in whole or in part, and if the same are then redeemable under the provisions of the Indenture, shall forthwith take steps that may be necessary under the applicable provisions of the Indenture to effect redemption of all or as many of the then Outstanding Obligations on such redemption date as may be specified in writing by the City.

Section 704. Counterparts. This Service Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Service Agreement.

Section 705. Benefit of Service Agreement. This Service Agreement shall inure to the benefit of and shall be binding upon the Authority, the City and their respective successors and assigns. In addition, the agreements and representations of the City and the Authority herein contained shall inure to, but only to, the Trustee for the benefit of the Holders from time to time of all Obligations issued and Outstanding under the Indenture, persons entitled to payments on any Related Obligations and any Credit Issuers secured pursuant to the Indenture, and to the Trustee for its own benefit.

Section 706. Termination. This Service Agreement shall terminate on such date as the principal of and interest on all Obligations and all other amounts required under the Indenture to be paid and all other expenses payable by the City hereunder shall have been paid (or provision for such payment

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shall have been made as provided in the Indenture) and all other conditions of this Service Agreement and the Indenture shall have been fully satisfied. Notwithstanding the foregoing, the City's obligations under Sections 505 and 506 hereof shall survive any such termination.

Section 707. Governing Law. This Service Agreement shall be governed by, and construed in accordance with, the substantive laws of the Commonwealth.

Section 708. Entire Agreement. This Service Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the Authority and the City with respect to the subject matter hereof.

Section 709. Amendments and Supplements.

(a) The parties hereto from time to time may enter into any written amendments or supplements hereto (which thereafter shall form a part hereof) as shall not adversely affect the rights of or the security of the Holders of the Obligations or persons entitled to payments on Related Obligations, only for the following purposes: (i) to cure any ambiguity, defect, or inconsistency or omission herein or in any amendment hereto; (ii) to grant to or confer upon the Authority or the Trustee any additional rights, remedies, powers, authority or security that lawfully may be granted to or conferred upon the Authority or the Trustee; (iii) to reflect a change in applicable law; (iv) as appropriate in connection with the issuance of Additional Obligations; or (v) to provide terms not inconsistent with the Indenture or this Service Agreement; provided, however, that this Service Agreement as so amended or supplemented shall provide at least the same security for Holders of the Obligations and persons entitled to payments on Related Obligations as the Service Agreement in this form.

(b) All other amendments must be approved by the Trustee and, to the extent required by the Indenture, by the Holders of the Obligations or other persons entitled to payments on Related Obligations, in the manner as is set forth in Section 11.05 of the Indenture.

(c) Any amendment or supplement to this Service Agreement (other than an amendment or supplement pursuant to Section 709(a)(i) through (v) hereof) shall be approved by ordinance of the City Council and a copy of any such amendment or supplement, together with a copy of such ordinance, certified by the Clerk of the City Council, shall be filed with the Trustee.

Section 710. Limitation on Liability of the Authority. No provision of this Service Agreement shall be construed so as to give rise to a liability of the Authority or any of its members, officers or employees, or to give rise to a charge upon the general credit of the Authority or such members, officers or employees, including without limitation in respect of general liability for repayment of the Obligations, Related Obligations or Credit Facility Payment Obligations; any liability hereunder of the Authority shall be limited exclusively to its interest in this Service Agreement and the lien of any judgment shall be restricted thereto.

Section 711. Construction; Conflict with Ordinance. If any provision of this Service Agreement conflicts with the provisions of the Ordinance, the Ordinance shall control.

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Service Agreement, all as of the day and year first above mentioned.

PHILADELPHIA AUTHORITY FOR INDUSTRIAL  
DEVELOPMENT

By: \_\_\_\_\_  
Name:  
Title:

CITY OF PHILADELPHIA, PENNSYLVANIA

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to  
Service Agreement]



## Exhibit B

### REBUILDING COMMUNITY INFRASTRUCTURE GRANT PROGRAM

The City of Philadelphia (“City”) working with and through the Philadelphia Authority for Industrial Development (“PAID”) desires to support the design and construction of certain necessary expansions, renovations, improvements, repairs, construction, and demolition (collectively, the “Rebuild Improvements”) by certain qualified organizations (“Project Users”) to the several buildings, parks, libraries, recreation centers, open spaces and public places which comprise the City’s parks and recreation facilities and the Free Library System of Philadelphia (each a “Facility” and, collectively, the “Facilities”) to provide greater recreational and educational opportunities for the citizens of the City, such initiative being commonly known as “Rebuilding Community Infrastructure” or “Rebuild” (the “Program”).

The City has developed the following Program requirements which apply to the disbursement of grant funds for Rebuild Improvements. No proceeds of Obligations, of any series, shall be granted or expended unless there is full compliance with the approval process set forth in Section 2 of this Ordinance, and all required approvals are obtained.

The Rebuild office, under the supervision of the Managing Director, will have the day to day responsibility for Project management. The Rebuild office will work in coordination with City departments, including the Office of the Director of Finance, Department of Parks & Recreation (“PPR”) or the Free Library of Philadelphia (“FLP”), and other staff as appropriate and determined by the Managing Director. Project management includes responsibilities in the areas of Rebuild Project delivery, Rebuild Project monitoring, financial controls, diversity and inclusion and community engagement.

Rebuild projects will be delivered by Project Users except when the District Councilmember where the project is located, chooses an alternative project delivery method. Such alternatives may include PPR’s skilled trades “capital squad,” PPR or Department of Public Property (“DPP”) capital projects staff, or the Philadelphia Redevelopment Authority.

A Rebuild Oversight Board will be established comprising the following standing members or their representatives: two members appointed by the Council President; the Chair of Council’s Committee on Parks and Recreation; the Managing Director; Commissioner of Parks and Recreation; Free Library of Philadelphia President; Director of Planning and Development; Director of Finance; Chief Integrity Officer. The Oversight Board will also include the following members: the EOP Oversight Committee chair; two community/civic leaders; and up to five experts in design and construction, workforce development and/or M/W/DBE/DSBE support, community engagement or philanthropy. The Oversight Board will receive and evaluate reports on Project performance and progress, as well as provide a forum for members of the public to address Project concerns and issues. The Oversight Board will also provide recommendations for operational changes to the Project.

In accordance with the requirements and limitations of Executive Orders 4-94 and 2-08, Rebuild will be subject to a compliance and monitoring program administered by the Inspector General and Office of the Chief Integrity Officer designed to prevent waste, fraud and abuse. The program will include monitoring, educational resources and training, compliance support, and mechanisms for confidential reporting.

## 1. Qualifications of Project Users

Applicants for grant funding for Rebuild Improvements shall be prequalified prior to submitting any application for funding.

- A. Applicants must be non-profit organizations based in Philadelphia County and may apply for qualification with support of another non-profit or for-profit entity. Qualified non-profit organizations may be subject to recertification or revocation of their qualifications based on changed circumstances, performance or other factors including non-compliance with EOP participation requirements. Applicants must have the following qualifications:
- (1) Project experience: successful completion of design and construction on projects in excess of \$1 million.
  - (2) Community outreach/engagement: experience working successfully with communities in the support and development of projects.
  - (3) Capacity development: experience working with organizations to support community advocacy, fundraising, program development/management and similar initiatives (community outreach/engagement and community development are collectively referred to as “Program Activities”).
  - (4) Project relationship: a current or proposed relationship with one or more Program-eligible facilities.
  - (5) Fiscal responsibility: demonstrated capability to successfully and responsibly manage government or foundation grant funds in excess of \$1 Million; documented plan for compliance with program financial management requirements as described in section 5(f).
  - (6) Diversity and inclusion: demonstrated ability to implement an Economic Opportunity Plan; evidence of an organizational commitment to diversity and inclusion.

## 2. Eligible Project Sites

Qualified applicants may choose facilities from the City’s list of eligible sites that have been determined by the District Council person pursuant to Section 2 hereof to be priority locations for Rebuild Improvements. The list of eligible sites shall be the projects and/or locations approved by Council pursuant to Section 2(c) of the Ordinance. The City shall maintain the list based on criteria, including:

- A. High neighborhood need as measured by poverty, drug/narcotics offenses, and health data;
- B. Neighborhood potential for economic growth as measured by household growth, residential building permits, and the Reinvestment Fund's Market Value Analysis (e.g., steady or transitional neighborhoods);
- C. Physical state of site and the relative need for investment;
- D. Proximity to other civic assets (i.e., other Rebuild sites; schools/ community schools; health centers; PAL centers; KEYSPOTS, high-quality Pre-Ks);
- E. The prioritization of sites in City plans and in programs such as Promise Zones and Choice Neighborhoods;
- F. Information provided by the members of Philadelphia City Council and the community;
- G. Information provided by staff of the Department of Parks and Recreation, Department of Public Property and the Free Library of Philadelphia;
- H. Prior investments by City Departments and City Council; and
- I. Stormwater management planned investments or opportunities.

### 3. Eligible Improvements

The City has various kinds of information about the physical conditions of the eligible sites, and this information will be made available on a site by site basis to applicants. Applicants shall submit applications based on those assessments and the applicant's own preliminary assessments, with the understanding that the design and community engagement process may identify additional and different Rebuild Improvements that are necessary or important for the Facilities.

### 4. Application Process

Qualified applicants must submit Rebuild Grant Applications for eligible sites on forms provided by PAID and following the guidance documents developed by the City. The City's Rebuild Office and the Project Review Team established pursuant to Section 2(d) of the Ordinance shall review the application for Rebuild Improvements and the proposed implementation of Program Activities for consistency with the guidance documents and the Project User Responsibilities listed in Section 5. The Rebuild Office and the Project Review Team shall determine whether the Applicant has met the criteria for approval and inform PAID.

- A. Stages of application process. Qualified applicants are encouraged to structure grant applications in two phases, as follows:
  - (1) In phase one, the Project User would seek funding and authorization to undertake schematic design and initial community engagement work, based on preliminary information provided by the City.
  - (2) In phase two, subject to the approval of the firm scope of work and a cost estimate developed during phase one, the Project User would submit its

final design, construction documents and, subject to approval thereof, proceed with the construction and commissioning of the project.

## 5. Project User Responsibilities

Project Users shall be responsible for the implementation of the Program Activities and Rebuild Improvements for an approved project site or sites (“Project Site”) subject to Section 2 of the Ordinance:

### A. Selection of project team

- (1) Project Users will contract directly with owner’s representatives (as appropriate), design professionals, community engagement partners and construction managers or general contractors for the execution of all work for the Rebuild Improvements at the Project Site subject to the approval process in Section 2 of the Ordinance.
  - a. Open and transparent selection process. Project Users will follow Program guidance for ensuring that consultants and contractors are selected in a fair and open process that is consistent with Rebuild policies of accountability, transparency, integrity, diversity, and inclusion.

Project Users will develop and inform potential designers, contractors and consultants of minimum qualification standards designed to determine whether companies have the professional qualifications, relevant experience, and resources to perform the work and consistent with the goals and standards of the Rebuild initiative. Evaluation and selection requirements will include, but will not be limited to, the following:

1. Establishing a diverse selection committee including members with relevant and appropriate expertise
2. Developing an open and competitive process that results in sufficient information to make informed decisions about team members
3. Publicizing contract opportunities broadly in order to maximize the number and diversity of firms/ teams submitting responses;
4. Evaluating potential consultants and contractors based on an agreed-upon set of clear criteria with scores and weights
5. Implementing a process for reasonably verifying information provided in qualification statements (e.g., verifying ownership and checking for outstanding tax obligations; interviewing references; verifying completion of past projects and track record on workforce inclusion and diversity)

6. Creating a written record of the open and competitive process, e.g., a record of how opportunities were advertised, a list of all respondents, and summary reasons that firms were or were not determined to be qualified
  
- b. Selection criteria. Project Users will be required to adhere to minimum qualification standards of owner's representatives, design teams and construction managers/ general contractors. The standards are to ensure that Rebuild work is accomplished effectively and efficiently; to accomplish Rebuild design excellence standards; and to maximize the diversity and inclusion of minorities and women in Rebuild work.

Project Users will develop and inform potential designers, contractors and consultants of minimum qualification standards designed to determine whether companies have the relevant experience, professional qualifications, commitment to diversity and inclusion, community engagement partners and resources to perform the work and consistent with the goals and standards of the Rebuild initiative. For vendors that are being considered for a prime contracting role, Project Users will be required to evaluate information in the following areas, at a minimum:

1. Experience:
  - i. Number of years in business (as a firm and key personnel);
  - ii. Size and scope of completed projects;
  - iii. Demonstrated experience completing work within established schedule and budget; experience facilitating effective design and construction solutions while controlling costs and meeting schedule requirements; experience effectively resolving problems in the field;
  - iv. Experience with similar sites and/or in similar neighborhood context;
  - v. Ability to partner with other firms to achieve project goals; and
  - vi. Ability to navigate permitting and approval processes required for projects on City of Philadelphia property.
  
2. Commitment to diversity and inclusion:
  - i. Diversity of staff and other evidence of commitment to these principles in the practices and activities of the firm;

- ii. Commitment to offering employment opportunities on Rebuild Projects to participants and graduates of pre-apprenticeship programs including the Diversity Apprenticeship Program (DAP), the PHA Apprenticeship Program, the School District of Philadelphia CTE Program, the Construction Apprentice Preparatory Program (CAPP), PowerCorps, PennAssist, Apprentice-ready and YouthBuild;
- iii. Track record of significant and meaningful participation by minority and women in the firm’s construction workforce and minority, woman and disabled-owned businesses on prior contracts;
- iv. Ability to think creatively about how to further the Rebuild initiative goal of growing the number, size, and capacity of minority, woman and disabled-owned businesses in Philadelphia; and
- v. Participation in the supports for firms owned by Minorities, Women and Disabled Persons (“M/W/DSBEs”) coordinated by the Rebuild office.

3. Qualifications:

- i. Successful experience managing relevant projects (e.g., demolition, renovation, and new construction; historic structures; recreation centers, libraries, parks, pool facilities, etc.);
- ii. Ability to balance innovative design and traditional operating practices, including tested, durable materials and ease of maintenance and operation; ability to incorporate existing design and construction guidelines and specifications;
- iii. Experience working effectively in low-income Philadelphia neighborhoods and/or in diverse neighborhoods; cultural competence;
- iv. Understanding of and commitment to design excellence, urban spaces that enrich the city, and interior and exterior spaces that will engage users and inspire pride in city architecture;
- v. LEED certification/ experience and sustainable design experience;
- vi. Knowledge of green stormwater infrastructure (“GSI”);
- vii. Commitment to safety and accessibility beyond code compliance; and

- viii. Competitiveness of hourly rates; billing and budgeting philosophy.
- 4. Resources:
  - i. Size of staff;
  - ii. Evidence of volume and size of projects that can be managed at one time;
  - iii. Appropriate insurance coverages;
  - iv. Financial stability, e.g., as evidenced by timely tax and loan payments, audited financial statements, bonding capacity, etc.; and
  - v. Ability to commit to timely payment to subcontractors (as applicable).
- c. Project Users will have access to information regarding participants and graduates of pre-apprenticeship programs (including those referenced in 5(A)(1)(b)(2)(ii) above) and minority and women-owned businesses that have expressed an interest in working on Rebuild projects. In their selection process, Project Users will take into account the supports that are available to consultants and construction managers/ contractors through the Rebuild initiative.
- d. Project Users are encouraged to attract new talent and promote innovation on Rebuild projects by providing opportunities for less experienced firms and smaller firms. For example, firms could demonstrate relevant experience on the part of proposed personnel rather than on the part of the firm.
- e. Project Users will require consultants and contractors to refer to and comply with standards established by *Green City, Clean Waters*, the City's stormwater management plan; *Greenworks*, the City's sustainability plan; and standards/ specifications of the Free Library and Department of Parks and Recreation and the Department of Public Property.
- f. Project Users will be required to participate in the Rebuild Diversity and Inclusion plan as described below.
- g. Project Users are encouraged to develop an efficient process and structure for contracting with design teams and construction managers/contractors if they expect to apply for grants for multiple Rebuild projects.

## B. Community engagement

- (1) Each Project User shall agree to: participate in and adhere to the standards and expectations of the Rebuild Engagement Program which will seek to ensure that residents in communities where Rebuild projects are located have a say in the physical improvements and potential future programming at the site. Project Users will propose community engagement activities and these may vary by site and by Project User. Depending on the site, responsibilities may include:
  - a. Take a leadership role, in coordination with the Rebuild Office, District Councilmember, Department of Parks and Recreation, the Free Library of Philadelphia, and other potential City staff or external stakeholders, in the creation and implementation of a program of community engagement in those communities where Project User is constructing Rebuild Improvements.
  - b. Contract with community based organizations to co-design, inform, manage, or help carry out all or portions of the engagement plan for specific sites for which the Project User has an approved Rebuild Grant Application.
  - c. Develop productive relationships and coordinate with District Councilmembers and their staff members, as appropriate and desired by the District Councilmember.
  - d. Develop productive relationships and coordinate with friends groups, recreation advisory councils, community organizations and stakeholders.

## C. Design development

- (1) Design Excellence. Project Users shall participate in the Rebuild Design Excellence Program to ensure that the design process and resulting design meets and exceeds the needs of community residents and results in the highest functioning, highest-performing, and environmentally sustainable facilities. Design excellence means that facilities should satisfy residents, users and operations/ maintenance personnel over a long period of time; operating costs should go down, stormwater pollution should be reduced, and the facilities themselves should contribute to improved health outcomes for users and neighbors.

The design of Rebuild projects will be subject to Art Commission review, as required for all City properties. In addition, Rebuild projects that involve significant changes in facility appearance or in user experience, or are issued as “design challenges” intended to apply



to multiple sites across the system, will receive an extra level of review through an Art Commission sub-committee created specifically to ensure high quality design on these projects. This Rebuild Design Excellence Sub-Committee is anticipated to consist of a minimum of two Art Commission members and two to three volunteer non-art commission members who are from a design or design-related field. The fields include architecture, landscape architecture, interior design, city planning, and related fields. Members should be individuals who are regularly involved in the design of the physical environment. Two of the non-art commission members shall be appointed by the Council President.

- (2) Quality Control. Project Users shall be held to a high standard of performance in the management of the Rebuild Improvements. Designs will be subject to review by City departments, including but not limited to the Rebuild Office, Philadelphia Parks and Recreation, and the Free Library of Philadelphia, at regular intervals such as the schematic, design development, and construction document milestones. Projects must be effectively managed so the schedules and budgets are met barring unforeseen circumstances. Improvements must be designed to the highest industry standards, resulting in facilities that are sustainable for many years.

D. Construction management/ oversight

- (1) Design team and construction manager/ contractor cooperation. Project Users are encouraged to have design teams working in partnership with construction managers/ contractors for more effective coordination, such as identification of more cost-effective design solutions earlier in the design process, and identification of more construction contract opportunities for minority and women-owned businesses.
- (2) Quality Control. Project Users shall be held to a high standard of performance in the management of the Rebuild Improvements. Projects must be effectively managed so that schedules and budgets are met, barring unforeseen circumstances. Projects will be subject to a departmental review and approval at certain milestones. Improvements must be constructed to the highest industry standards, resulting in facilities that are sustainable for many years.

E. Diversity and inclusion

(1) Workforce and contract goals.

- a. Project Users will include workforce diversity and contract participation plans in their grant application, including percentage of workforce goals and contract participation goals. Agreements between Project Users and contractors shall include contract provisions and job specifications that acknowledge and provide for the employment of pre-apprenticeship program participants and graduates, referenced in 5(A)(1)(b)(2)(ii) above and any participants of job training programs established pursuant to section 3(a) below.
- b. Workforce diversity and contract participation plans will be reviewed by PAID and the Rebuild office in cooperation with the City of Philadelphia's Office of Economic Opportunity. Plans will be reviewed in the context that the goals for each Rebuild Project are:
  - (i) Professional services contracts 25-30% minority and 15-20% women; construction contracts 30-35% minority and 15-20% women;
  - (ii) Workforce diversity: total minority laborer and skilled workforce hours 45% (African American journeypersons 27%, Hispanic journeypersons 14%, and Asian journeypersons 3%); total minority workforce hours for laborers, 60% and total minority workforce hours for skilled, 40%; total women laborer and skilled workforce hours 5%; total women workforce hours, 5% laborer and 5% skilled.
  - (iii) Local construction workforce: 50-60%.
- c. Project Users will be subject to real-time diversity and inclusion monitoring by a third party under contract with the City of Philadelphia. Project Users will be required to allow the City's monitor full access to contracts, job sites and all data needed to verify performance as compared to the approved application. The monitor will be empowered to assist consultants and contractors with achieving workforce and contract participation goals as necessary.

- d. Grant agreements will include provisions related to failure to achieve workforce diversity commitments, and will require that the agreements between Project Users and contractors allow the Project Users to terminate agreements if those commitments are not being met. In addition, other terms may be required, such as liquidated damages. Agreements may also include incentives to achieve higher rates of workforce diversity.
- e. EOP Oversight Committee.
  - (i) Members of the EOP Oversight Committee will include Councilmembers, City department representatives and non-governmental experts in workforce development and development of M/W/DBE/DSBEs. The EOP Oversight Committee shall oversee the performance of the Project diversity and inclusion goals, including EOPs, supports provided to M/W/DBEs/DSBEs, and activities pursuant to the Rebuild Memorandum of Understanding with the Building Trades, if any. The EOP Oversight Committee shall select one more persons or organizations to monitor compliance with the Plan.
  - (ii) The compliance monitor shall determine for each contract for Rebuild when twenty-five percent (25%) of total projected labor hours are complete, and when twenty-five percent (25%) of the total contract value has been expended. At that point, the compliance monitor will determine whether the contractor or sub-contractor is on track to meet workforce and contract participation goals. The results of that determination will be shared with the Rebuild office and the district Councilmember.
- (2) Project labor agreements. Project Users, in consultation with the City, may review proposed Projects consistent with Executive Order 8-15 to determine whether such Projects would benefit from a project labor agreement (“PLA”).
- (3) Rebuild apprentice-ready and other programs.
  - a. Union Agreement for apprentice-ready program and Project Labor Agreements. The City and the Philadelphia Construction and Building Trades Council (“Unions”) have entered or expect to enter into a Memorandum of Understanding (“MOU”) that establishes a pre-apprentice training program leading to Union

membership and apprenticeships. The MOU refers to the apprentice-ready program as the Union Building Trades Council Community Training Initiative. Pursuant to the MOU, project specifications and contracts shall acknowledge and provide for the employment of the apprentice-ready program participants in building and construction projects. The Rebuild office will provide support to the Project Users in the placement of apprentice-ready and other pre-apprenticeship participants and graduates, from programs referenced in 5(A)(1)(b)(2)(ii) above. The Rebuild Office may also provide financial support to job training providers including, but not limited to, those referenced in 5(A)(1)(b)(2)(ii) above, to fund the creation of additional seats with those providers and to support employment opportunities on Rebuild Projects for participants of said job training programs.

- b. Continuous work. Project Users are encouraged to seek ways to provide ongoing work opportunities for graduates of the apprentice-ready program and for businesses participating in the Rebuild program of business supports.

(4) M/W/DSBE participation

- a. Payment within 30 days. Prompt payment of consultants, contractors, and sub-contractors is a priority for Rebuild projects. Project Users will be expected to demonstrate how they will be able to work with Rebuild invoice review and approval processes and achieve payment to the sub-contractor level within 30 days.
- b. Maximizing M/W/DSBE participation. Given the MBE and WBE participation goals for Rebuild, Project Users are expected to be creative in the development of contract packages in order to maximize M/W/DSBE participation rates, including potential inversion of traditional prime/ subcontractor roles. Project Users are encouraged to coordinate with the Rebuild office on the development of contract packages.
- c. Supports available for Rebuild consultants, contractors and sub-contractors. Consistent with the goal of Rebuild to support the development of M/W/DSBE businesses, the Rebuild office will coordinate a set of supports available to M/W/DSBEs working on Rebuild projects, such as technical assistance, back office support, mentoring and/ or peer support, and bonding assistance. Project Users are encouraged to consider contracting with M/W/DSBEs

that are accessing supports coordinated by the Rebuild office. Project Users are also encouraged to refer businesses with contracts for Rebuild projects to the Rebuild office.

- d. Continuous work. Project Users are encouraged to seek ways to provide relatively uninterrupted work opportunities for contractors and sub-contractors that are accessing Rebuild business supports.
- e. Remedies and incentives. Grant agreements will include provisions related to failure to achieve M/W/DSBE commitments, and will require that the agreements between Project Users and contractors allow the Project Users to terminate agreements if those commitments are not being met. In addition, other terms may be required, such as liquidated damages. Agreements may also include incentives to achieve higher rates of M/W/DSBE participation.

## F. Financial Management

- (1) Oversight and compliance training. Prior to receiving Rebuild grant approval, Project Users must participate in a compliance monitoring training provided by the City (Office of the Inspector General/Chief Integrity Officer). Project Users will be instructed about grant and invoicing documentation and other financial management requirements.
  - a. Compliance training sessions will be provided for all Project Users (with PAID and Rebuild Office participation)
  - b. A compliance and control guide (“the Rulebook”) will be provided by the City as a guide for all parties, including the Rebuild office. The purpose of this document will be to provide clear step-by-step instructions for meeting the Rebuild initiative financial management requirements.
    - i. The Rulebook will establish a process that will enable subcontractors working on Rebuild projects to be paid within 30 days.
  - c. The City Controller’s office will conduct reviews of contracts, pre-audit reviews of expenditures, and post-audit financial reviews of all Rebuild-related expenditures. The City Controller will also have the right to observe invoicing vendors during Rebuild construction activities, provided that such observation does not unreasonably interfere with the construction process.

- (2) Contracting. Project Users may not enter into contracts for the design and construction of Rebuild projects until they have entered into grant agreements with PAID, and have followed the requirements for the selection of professionals and contractors referenced in Section 2 of the Ordinance and Section 5 A.
  - a. Contracts must incorporate all relevant Program financial and performance requirements including the diversity and inclusion requirements in Section 5.E.
  - b. Contracts must specify invoicing format and any other information (bills or other supporting documents) and level of detail required, as defined by the Rulebook or otherwise required by the City.
- (3) Grant requests/invoicing
  - a. Project budgets – Project Users must provide an itemized budget for the entire project to PAID and the City before any Rebuild grant funds for construction are released.
  - b. Grant requests will be reviewed by PAID and the City, and must be supported by appropriate documentation.
  - c. Invoices, bills, and other supporting documents must be submitted in a timely manner to support the Rebuild requirement of timely payments to subcontractors. Project users will be required to ensure that payments are made to consultants, contractors and subcontractors on a schedule consistent with the timelines, and subject to such review, as established in the Rulebook.
  - d. Final invoices must be submitted within 90 days of the completion of the designer or contractor's services.
- (4) Project budget revisions/change orders
  - a. Project budgets will be subject to amendment in accordance with Section 2 of the Ordinance only when documented change orders have been identified by a contractor, reviewed and submitted in writing by the Project User, and approved by PAID and the City. Only change orders which meet the criteria established in the Rulebook will be approved.
- (5) Reports and other Rebuild financial controls
  - a. Project Users will provide updates no less frequently than monthly to the Rebuild office and the Project Review Team on all projects for which they have entered into a grant agreement with PAID to

carry out a Rebuild project. Updates will include the following information:

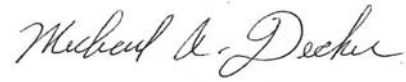
1. Project-by-project encumbrances, budgeted vs actual expenditures, and unencumbered balance for the period and since project inception; change orders and use of contingency funds
  2. Project status and baseline vs actual completion schedules for all contracts
  3. Contractor/subcontractor diversity and workforce participation data
  4. Project narrative describing progress, project challenges and accomplishments
- b. City access to data – Project Users and contractors must make all project-related data available to the Rebuild office, the Project Review Team and the City Controller’s office upon request.
- (6) Records retention. Project Users will be required to keep all financial and other records as required by Rebuild for a period of three years following the final grant payment and have them available for inspection by the City or PAID.

# City of Philadelphia

BILL NO. 170206 continued

Certified Copy

CERTIFICATION: This is a true and correct copy of the original Bill, Passed by the City Council on June 22, 2017. The Bill was Signed by the Mayor on June 28, 2017.



Michael A. Decker  
Chief Clerk of the City Council