

**Philadelphia Housing Development
Corporation (PHDC)**



**REQUEST FOR PROPOSALS FOR
Arches Cultural Heritage Inventory and Management
Software Project**

March 8, 2019

RETURN TO:

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1 General Information

1.1 Background and General Scope of Work

1.1.1 General Scope of Work

On behalf of the Philadelphia Historical Commission (PHC) and Department of Planning and Development (DPD), the Philadelphia Housing Development Corporation (PHDC) is currently accepting proposals to customize, install, configure, test, and document Arches software on City computer hardware and to train City staff on the use and maintenance of that software. Arches is an open-source, geospatially-enabled, standalone, enterprise-level software platform for cultural heritage inventory and management, developed jointly by the Getty Conservation Institute and World Monuments Fund (the “Software”). The Software is freely available to download, customize, install, and configure without restrictions. The successful applicant will have demonstrated experience and technical expertise in HTML, CSS, JavaScript, SQL, and Python. Familiarity with the Arches, Django web framework, OpenLayers 3 web-mapping library, PostGIS databases, and ElasticSearch will be valuable. Experience with historic preservation planning, architectural history, and in GIS-based data collection and management tools for surveying of the built environment will also be valuable. The consultant will work with and under the direction of City staff at the PHC and its parent agency, DPD.

1.1.2 Background

The PHC, which was established in 1955, is the City of Philadelphia’s historic preservation regulatory agency. The PHC is a 13-member body comprised of mayoral appointees and City staff. The PHC meets monthly and has a full-time staff of eight. The PHC is an arm of DPD, and is located within the Division of Planning & Zoning (DPZ).

The City of Philadelphia’s historic preservation ordinance, Section 14-1000 of the Philadelphia Code, declares that historic resources are public necessities and their protection is in the interests of the health, prosperity, and welfare of the people of Philadelphia. Under the preservation ordinance, the PHC is charged with ensuring the preservation of historically significant buildings, structures, sites, objects, interiors, and districts of historic, architectural, cultural, archaeological, educational, and aesthetic merit. The PHC identifies and designates historic landmarks, listing them on the Philadelphia Register of Historic Places, an inventory that currently includes nearly 12,000 resources. Once designated, the PHC protects those resources, primarily through the review of building permit applications. The PHC reviews about 2,200 building permit applications annually.

The Philadelphia Historical Commission has been studying, evaluating, designating, and regulating historic resources in the city for more than six decades, but it has never undertaken a comprehensive, citywide survey of historic resources. Without such a survey, it is unable to develop a long-term, strategic plan to effectively and efficiently preserve the city’s historic resources. To remedy this deficiency, the PHC and DPD, with funding from the Pennsylvania Historical & Museum Commission (PHMC) and Mayor’s Fund for Philadelphia, and guidance from the Philadelphia

Historic Preservation Task Force, are launching an effort to comprehensively survey the entirety of the City of Philadelphia to identify and document all buildings, structures, sites, objects, interiors, and districts that have potential historical significance. To undertake such a survey, the PHC is developing the infrastructure necessary to collect, store, manage, analyze, maintain, and disseminate data related to these resources. The Arches software platform will be the primary component of that infrastructure. The Philadelphia installation of Arches is provisionally known as PhilaSurvey.

Arches was created by the Getty Conservation Institute (GCI) and World Monuments Fund (WMF) specifically for organizations like the PHC that maintain inventories of heritage places. Arches is built using internationally adopted standards in the cultural heritage and information technology fields. It is open-source and freely available for download from the Internet and to use and customize without licensing costs. Arches can be configured and extended without restriction. Arches is cost effective to adopt, economical to customize, update, and maintain, and vendor-neutral with no licensing or upgrade fees. Arches is continually being enhanced and refined by the GCI and WMF and by other users. Arches is web-based to provide for the widest possible access. It is user friendly and requires minimal training for most users. Arches includes functionality for field and desktop data collection, data storage, data mapping and analysis, and data sharing. Arches includes a robust module for thesauri/terminology management, which enforces data validation and standards, enhances searching, and facilitates entry and retrieval of multi-lingual content. Using advanced semantic technologies, Arches offers the opportunity to discover previously unknown connections and patterns among different kinds of heritage information. Arches can disseminate data with great control. With Arches, one can choose whether to make data accessible online, choosing to have the system and its data totally open to online access, only have some data accessible, only accessible to users with valid login credentials, or somewhere in between. The latest version of Arches, Version 4, will include an online/offline mobile data collection app as well as a workflow module.

Once Arches is installed, PHC and DPD staff will utilize the software platform to collect, store, manage, analyze, maintain, and disseminate data related to the city's historic resources. For this first phase of the project, Arches will be used internally within the City computer domain. During a later phase of the project, beyond the scope of the current RFP, Philadelphia's Arches, PhilaSurvey, will be shared online, allowing the public to view information about the built environment as well as submit information for inclusion in the database.

1.2 General Statement of Proposal Requirements

Detailed requirements for the new system and/or services sought by this RFP are provided in *Appendix A - Detailed Project Requirements*.

1.3 Proposal Schedule

The date for submitting Proposals in response to this RFP (the “Submission Date”) is provided below. Proposals must be submitted as provided in Section 3.1.5, *Proposal Submission Requirements*, by no later than the time indicated below on the Submission Date.

RFP Posted	March 8, 2019
Pre-Proposal Meeting	March 20, 2019, 9:00 a.m., 1515 Arch Street, 18 th Floor, Room 18-029
Applicant Questions Due	April 3, 2019, 5:00 p.m.
Answers Posted on PHDC Website	April 5, 2019, 5:00 p.m.
Proposals Due	April 12, 2019, 5:00 p.m.
Applicant Selection	April 19, 2019
Contract Execution	May 3, 2019
Commencement of Work	May 3, 2019

These dates are estimates only and PHDC, on behalf of the PHC and DPD, reserves the right, in its sole discretion, to alter this schedule as it deems necessary or appropriate. Notices of change in the Pre-Proposal Meeting date/time or location, the due date/time for submission of Applicant questions, and the date/time for Proposal Submission will be communicated to all known prospective applicants via email. The other dates/times listed may be changed without notice to prospective Applicants.

Applicants (each an “Applicant” and collectively, “Applicants”) must submit their responses and applications to this RFP electronically to the Primary Project Contact identified in Section 1.4 in accordance with Section 3.1.5, *Proposal Submission Requirements*.

1.4 Primary Contacts

The name, address, and contact information for the primary contacts for this RFP are as follows:

Project Contact

Jonathan E. Farnham
Executive Director
Philadelphia Historical Commission
1515 Arch Street, 13th floor
Philadelphia, PA 19102
Email: jon.farnham@phila.gov

Technical Contact

Abigail Poses
Geographic Information Systems Manager
Department of Planning and Development
1515 Arch Street, 13th floor
Philadelphia, PA 19102
Email: abigail.poses@phila.gov

All questions, requests for clarification, and requests for additional information regarding this RFP must be submitted in writing to the Project Contact by the deadline set forth in Section 1.3. No oral response by any employee or agent of the PHDC, PHC, or DPD shall be binding on the PHDC or shall in any way constitute a commitment by the PHDC. If an Applicant finds any inconsistency or ambiguity in this RFP, the Applicant is requested to notify the Project Contact via email by the questions due date set forth in Section 1.3. Answers to questions submitted by any prospective Applicant will be communicated to all known prospective Applicants via email.

2 RFP Requirements and Conditions

2.1 Fixed Price Proposal Required

Cost proposals for the Software project must be “fixed price” proposals that shall not exceed \$50,000. The proposed price must include all costs that will be incurred including, but not limited to, costs for the following: software customization and configuration; software installation; software testing; documentation; training of City staff; project management; and all other work proposed. If an Applicant offers options and/or alternates that are not included in the fixed price for the proposed Software project, the Applicant must provide for each such option/alternate the following information:

- A detailed description of the option/alternate;
- A full explanation of the rationale for the option/alternate;
- Detailed cost information for each option/alternate, in accordance with the cost proposal requirements of this RFP.

The cost proposal must identify, by separate line item, the cost of each service and other work to be furnished as part of the proposal. PHDC, on behalf of the PHC and DPD, reserves the right, in its sole discretion, to reject without evaluation any Proposal that does not identify each item of the work by line item, and any Proposal that does not provide a fixed price to perform the proposed work (including, but not limited to, proposals to perform the work on a “time and materials” or “cost-plus” basis).

2.2 Maintenance and Support; Warranty

2.2.1 Support Services

The Proposal must include a section describing the support services to be provided under the contract resulting from this RFP. Proposals must include a description of the proposed services, stating whether the Applicant will comply with the foregoing terms, and describing the Applicants problem resolution procedures – including problem severity classifications, response times and “fix” times for each level of severity, and the escalation procedures (including on-site service) that will apply where resolution is not immediately achieved.

2.2.2 Warranty

PHDC, on behalf of the PHC and DPD, requires a warranty from the successful Applicant that covers the customization, installation, configuration, testing, documentation, training, and other services required under the contract resulting from this RFP and ensures compliance with all specifications in the contract. The warranty must be on a “turnkey” basis – i.e. the successful Applicant must itself be contractually responsible for all warranty obligations and must be the single point of contact for service under the warranty. The warranty period must be a minimum of one (1) year, commencing on final acceptance of the project by PHDC, on behalf of the PHC and DPD. The price of such a one-year warranty must be included in the fixed price cost proposal, with the price identified in a separate line item.

2.3 Responsiveness

Proposals must satisfy all requirements set forth in this RFP. Any Proposal that does not adhere strictly to RFP requirements may, in the sole discretion of PHDC, on behalf of the PHC and DPD, be rejected, as nonresponsive to the RFP, without further consideration. Proposals will be evaluated, in part, according to whether the Applicant meets the qualifications described in the RFP and submits a Proposal complying with all RFP requirements. PHDC, on behalf of the PHC and DPD, reserves the right, in its sole discretion, to determine whether any deviation(s) from or exception(s) to RFP requirements make the Proposal non-responsive or otherwise unacceptable such that the Proposal will be rejected without further consideration.

2.4 Disclaimer

This RFP and the process it describes are proprietary to PHDC, the PHC and DPD and are for the sole and exclusive benefit of PHDC, the PHC and DPD. This RFP is not binding on PHDC, the PHC, or DPD. No other party, including any Applicant to this RFP or future

Applicant to any RFP that may be issued by PHDC, is intended to be granted any rights hereunder. Proposals and other materials submitted in response to this RFP, whether written or verbal and including, without limitation, ideas of Proposals elicited in response to this RFP, shall become the sole and absolute property of PHDC, the PHC and DPD upon submission or communication, and PHDC, the PHC and DPD shall have title thereto and unrestricted use thereof. PHDC, the PHC, and DPD shall have the right to disclose the Proposals, materials and any ideas to any person or entity including, employees of PHDC, the PHC and DPD, its consultants and contractors, and authorized agents, as required to carry out this RFP procurement. Any such Proposal, materials, and ideas may be publicly disclosed by PHDC, the PHC, or DPD, or any authorized agent of PHDC, the PHC, or DPD, for any reason PHDC, on behalf of the PHC and DPD, in its sole discretion, deem appropriate, or pursuant to applicable law. By submitting a Proposal, an Applicant acknowledges and agrees that PHDC, the PHC, DPD, and their authorized agents shall have the foregoing right of public disclosure notwithstanding any notice or statement by the Applicant (whether made in the Proposal or otherwise) asserting the confidential or proprietary nature of the Proposal or of any materials submitted or ideas elicited in response to this RFP.

2.5 Publicity

All publicity (including, but not limited to, news releases, news conferences, and commercial advertising) relating to this RFP and/or the services or products sought by this RFP and/or any contract awarded pursuant to this RFP shall require the prior written approval of PHDC, on behalf of the PHC and DPD.

2.6 Applicants Restricted

No Proposal shall be accepted from, or contract awarded to, any PHDC or City employee or official, or any firm in which a PHDC or City employee or official has a direct or indirect financial interest. No Applicant may be the prime contractor or prime Applicant for more than one Proposal submitted pursuant to this RFP. Entities that are legally related to each other or to a common entity may not submit separate Proposals as prime contractors or prime Applicants. Any Proposal may be rejected that, in PHDC's judgment, on behalf of the PHC and DPD, does not comply with these conditions. Nothing contained in this RFP is intended to preclude a Proposal by a system integrator that proposes to perform the substantive work proposed through subcontractors approved by PHDC, on behalf of the PHC and DPD.

2.7 Participation of Disadvantaged Business Enterprises

Each Applicant is subject to the provisions of Mayoral Executive Order 03-12, the City's Antidiscrimination Policy, and is required to exercise its "Best and Good Faith Efforts" in response to the ranges specified in Appendix D included with this RFP for participation by Minority Business Enterprises ("MBE"), Woman Business Enterprises ("WBE") and Disabled Business Enterprises ("DSBE") (collectively, "M/W/DSBE") as those terms are defined in Executive Order 03-12. Forms, instructions and special contract provisions for the Antidiscrimination Policy explain these requirements in more detail and are included in Appendix D-1 to this RFP. Applicants are required to complete and return with their proposals the "Solicitation for Participation and Commitment Form" which is included in Appendix D-1.

If Applicant is a nonprofit organization, Mayoral Executive Order 03-12 requires nonprofit Applicants to document their diversity policies.

2.8 Acceptance of the Terms and Conditions of This RFP

All Proposals submitted are subject to the terms and conditions set forth in this RFP. The Applicant, by submitting its Proposal, expressly acknowledges and agrees to all terms, conditions and requirements contained in this RFP.

2.9 Proposal Submission, Evaluation and Selection

2.9.1 General

PHDC, on behalf of the PHC and DPD, reserves the right, in its sole discretion, to reject all Proposals and reissue this RFP at any time prior to execution of a final contract; to require, in any RFP for similar products and/or services that may be issued subsequent to this RFP, terms and conditions that are substantially different from the terms and conditions set forth in this RFP; and/or to cancel this RFP with or without issuing another RFP.

2.9.2 Rights and Options Reserved

PHDC, on behalf of the PHC and DPD, reserves and in its sole discretion may, but shall not be required to, exercise the following rights and options with respect to the Proposal submission, evaluation and selection process under this RFP:

- (a) To reject any Proposal if, in PHDC's sole discretion, the Proposal is incomplete, the Proposal is not responsive to the requirements of this RFP (see "Detailed Project Requirements" in Appendix A), the Applicant does not meet the Qualifications set forth in this RFP, or it is otherwise in PHDC's best interest to do so;
- (b) To supplement, amend, substitute or otherwise modify this RFP at any time prior to selection of one or more Applicants for negotiation and to cancel this RFP with or without issuing another RFP;
- (c) To accept or reject any or all the items in any Proposal and award the contract(s) in whole or in part if it is deemed in PHDC's best interest to do so;
- (d) To reject the Proposal of any Applicant that, in PHDC's sole judgment, has been delinquent or unfaithful in the performance of any contract with PHDC or with others, is financially or technically incapable or is otherwise not a responsible Applicant;
- (e) To reject as informal, non-responsive, or otherwise non-compliant with the requirements of this RFP any Proposal which, in PHDC's sole judgment, is incomplete, is not in conformity with applicable law, is conditioned in any way that is unacceptable to PHDC, deviates from this RFP and its requirements, contains erasures, ambiguities, or alterations, or proposes or requires items of work not called for by this RFP;
- (f) To waive any informality, defect, non-responsiveness and/or deviation from this RFP and its requirements that is not, in PHDC's sole judgment, material to the Proposal;
- (g) To permit or reject at PHDC's sole discretion, amendments (including information inadvertently omitted), modifications, alterations and/or corrections of Proposals by some or all the Applicants following Proposal submission;

- (h) To request that some or all the Applicants modify Proposals based upon PHDC's review and evaluation;
- (i) To request additional or clarifying information or more detailed information from any Applicant at any time, before or after Proposal submission, including information inadvertently omitted by the Applicant;
- (j) To inspect and otherwise investigate projects performed by the Applicant, whether referenced in the Proposal, with or without the consent of or notice to the Applicant;
- (k) To conduct such investigations with respect to the financial, technical, and other qualifications of each Applicant as PHDC, in its sole discretion, deems necessary or appropriate; and
- (l) To waive and/or amend any of the factors identified in this RFP as pertaining to the Applicant's qualifications.

2.9.3 Contract Negotiation and Award

PHDC, on behalf of the PHC and DPD, reserves and in its sole discretion may, but shall not be required to, exercise the following rights and options with respect to the contract negotiation and award process resulting from this RFP:

PHDC, on behalf of the PHC and DPD, reserves the right to enter into post-submission negotiations and discussions with any one or more Applicants regarding price, scope of services, and/or any other term of their Proposals, and such other contractual terms as PHDC may require, at any time prior to execution of a final contract. PHDC may, at its sole election, enter into simultaneous, competitive negotiations with multiple Applicants or negotiate with individual Applicants seriatim. Negotiations with Applicants may result in the enlargement or reduction of the scope of services, or changes in other terms that are material to this RFP and the submitted Proposals. In such event, PHDC shall not be obligated to inform other Applicants of the changes, or to permit them to revise their Proposals in light thereof, unless PHDC, in its sole discretion, determines that doing so is in PHDC's best interest.

In the event negotiations with any Applicant(s) are not satisfactory to PHDC, PHDC reserves the right to discontinue such negotiations at any time; to enter into or continue negotiations with other Applicants; to enter into negotiations with firms that did not respond to this RFP and/or to solicit new proposals from firms that did not respond to this RFP, including but not limited to negotiations or proposals for components of the customization, installation, configuration, testing and documentation of the Software on city computer hardware and training of City staff to use and maintain such software, if any, that are deleted by PHDC from the successful Proposal or the contract resulting from it. PHDC reserves the right not to enter into any contract with any Applicant, with or without re-issue of this RFP, if PHDC determines that such is in PHDC's best interest.

2.9.4 Proposal Evaluation

Proposals PHDC, on behalf of the PHC and DPD, determines, in its sole discretion, are responsive to this RFP will be reviewed by a selection committee designated by PHDC, on behalf of the PHC and DPD. PHDC, on behalf of the PHC and DPD, in its sole discretion, may require any Applicant to make one or more presentations of its Proposal to the selection committee, in PHDC, the PHC, or DPD's offices, at no cost to PHDC, the PHDC or DPD addressing its ability to satisfy the requirements of this RFP. PHDC

shall not be required, however, to permit any Applicant to make such a demonstration.

Cost to PHDC is a material factor, but not the sole or necessarily the determining factor in Proposal evaluation. PHDC, on behalf of the PHC and DPD, may, in its sole discretion, award a contract resulting from this RFP to a person or entity other than the responsible and qualified Applicant submitting the lowest price. The contract will be awarded to the Applicant whose Proposal PHDC, on behalf of the PHC and DPD, determines, in its sole discretion, is the most advantageous to PHDC, the PHC, and DPD, and in PHDC, the PHC, and DPD's best interest.

Proposal evaluation will include evaluation of the Applicant's qualifications, based on **Volume 1** of the Proposal and such other information and investigations as PHDC, on behalf of the PHC and DPD, deems necessary and appropriate; and evaluation of the Applicant's technical solutions and Cost Proposals as set forth in Volume 2 of the Proposal. PHDC, on behalf of the PHC and DPD, may, in its sole discretion, but shall not be required to, reject without further consideration the Proposal of any Applicant that has not demonstrated, in PHDC's sole judgment, that it satisfies the qualifications criteria provided in this RFP. PHDC reserves the right, in its sole discretion and without notice to Applicants, to modify this evaluation procedure as it may deem to be in PHDC, PHC, and DPD's best interest.

Evaluation factors to be considered by PHDC include, but are not limited to, the following (no particular order of importance, weighting, or other priority is assigned to these factors or reflected by their order in the list):

- 1) Superior ability or capacity to meet requirements of contract and needs of PHDC, the PHC, and DPD -
 - a) Understanding and soundness of proposed project methodology, including but not limited to the detail and accuracy of the proposed scope, and statement of work, and implementation plan;
- 2) Superior prior experience of Applicant, staff, and/or subcontractor -
 - a) Demonstrated ability and experience to provide Services and Deliverables comparable to those requested in this RFP;
- 3) Superior skill and reputation, including timeliness and demonstrable results -
 - a) The Applicant's financial and technical qualifications to perform the work required by this RFP, as presented in its Proposal and determined by any other investigations conducted or information obtained by PHDC;
 - b) Commitment and ability to complete the project within the time frame specified in the Proposal;
 - c) References provided by the Applicant, particularly from projects of similar complexity and scope;
- 4) Benefit to new or small businesses, including those owned by minority, disabled persons, or by women;
- 5) Lower cost;
 - a) Administrative and operational efficiency, requiring less PHDC, the PHC, and DPD oversight and administration;
- 6) Meets prequalification requirements as set forth in this RFP.

2.9.5 Prime Contractor Responsibility

All subcontractors will be subject to approval by PHDC, on behalf of the PHC and DPD. Prior to contract execution, the successful Applicant will be required to furnish the corporate or company name and the names of the officers and principals of all subcontractors. Notwithstanding any such approval by PHDC, the successful Applicant shall itself be solely responsible for the performance of all work set forth in any contract resulting from this RFP, and for compliance with the price and other terms provided in the contract. The successful Applicant shall cause the appropriate provisions of its Proposal and the contract to be inserted in all subcontracts, as will be more specifically set forth in the contract.

PHDC's consent to or approval of any subcontract or subcontractor Proposed by an Applicant shall not create or purport to create any obligation of PHDC to any such subcontractor, or any form of contractual relationship or relationship of privity between PHDC and the subcontractor. Any Applicant who obtains such approval or consent of PHDC shall be required to insert a clause so providing in all subcontracts.

2.10 Responsibility for Proposal Costs

The Applicant shall be solely and fully responsible for all costs associated with the development, preparation, transmittal, and submission of any Proposal or material submitted in response to this RFP. PHDC, on behalf of the PHC and DPD, may, in its sole discretion, ask selected Applicants to present their Proposal in person to PHDC's representatives at PHDC, the PHC, or DPD's offices, and the costs of such presentations, as well as the costs of any pilot implementation required by PHDC under Section 2.9.4, shall be solely the responsibility of the Applicant. PHDC assumes no contractual or other obligations as a result of the issuance of this RFP, the preparation or submission of a Proposal by an Applicant, the evaluation of Proposals, the Applicant's conduct of presentations or pilot implementations, or the selection of any Applicant for further negotiations. There may be no claims whatsoever for reimbursement from PHDC or any of its consultants for such costs. All costs incurred by the Applicant during the selection process and during negotiations will be solely the responsibility of the Applicant.

2.11 Withdrawal or Modification of Proposals

Applicants may withdraw or modify their Proposals at any time prior to the Proposal Submission Date provided in Section 1.3, *Proposal Submission Date; Anticipated Procurement Schedule*, by written notice of withdrawal or written submission of the modification, signed in the same manner and by the same persons who signed the Proposal. Such written notice must be addressed to the Project Contact as specified in Section 1.4.

3 Proposal Requirements

3.1 Administrative Requirements

Applicants are expected to comply with all administrative requirements provided in this Section 3.1

3.1.1 Mandatory Filing Requirements

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

Applicants and consultants are required to submit completed and signed disclosure forms (see Appendix E of the RFP) that disclose their campaign contributions, within two (2) years prior to the date the Proposal must be filed, to political candidates and incumbents who are running for, or currently serving in, a local (Philadelphia) or state-wide elected office anywhere within the Commonwealth of Pennsylvania (federal campaign contributions are not included); any consultants used in responding to this RFP and contributions, within two (2) years prior to the date the Proposal must be filed, those consultants have made; prospective subcontractors; and whether Applicants or any representative of Applicants 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 PHDC or City employees. This information, as well as a proposal or any other response document required, is required pursuant to Chapter 17-1400 of the Philadelphia Code (see Appendix E of the RFP).

Application materials are not available for review by PHDC until the completed application is signed and submitted, at which time application materials are accessible only to appropriate PHDC, the PHC, and DPD staff.

Any individual who signs and submits an application must be an authorized signatory of Applicant, authorized to both bind Applicant to its proposal and to make the disclosures required to complete the process. Therefore, in conjunction with their signatures provided at the conclusion of the submission of their applications, signatories will be required to certify that they are Applicant or are employees or officers of

Applicant duly authorized to execute the application and make disclosures on Applicant's behalf; and they represent and covenant that, to the best of their knowledge after appropriate inquiry, all of the information and disclosures provided are true and contain no material misstatement or omissions.

3.1.2 Pre-Proposal Meeting

A Pre-Proposal Meeting to review the requirements of this RFP will be held in Philadelphia, Pennsylvania on Wednesday, March 20, 2019, starting at 9:00 a.m., at the following location: 1515 Arch Street, 13th Floor, Philadelphia, PA 19102.

Attendance at the Pre-Proposal meeting is optional but strongly encouraged. Applicants who do attend are expected to be present for the entire meeting and PHDC, on behalf of the PHC and DPD, reserves the further right, in its sole discretion, to refuse admission to any prospective Applicant arriving more than thirty (30) minutes after the start of the Meeting, and to reject without evaluation any Proposal subsequently submitted by such an Applicant.

3.1.3 Addenda to the RFP; Requests for Information; Inconsistencies

PHDC, on behalf of the PHC and DPD, may, in its sole discretion, issue addenda to this RFP containing responses to questions and requests for information, addressing matters raised at the Pre-Proposal meeting(s), clarifications of this RFP, revisions to this RFP, or any other matters that PHDC deems appropriate. Addenda will be communicated to all known proposed applicants via email. It is the Applicant's responsibility to monitor their email for Addenda and to comply with their terms.

All questions, requests for clarification, and requests for additional information regarding this RFP must be submitted to the Project Contact not later than the deadline set forth in Section 1.3. All such questions and requests must be submitted in writing via email to PHDC's Project Contact. Responses to such questions and requests shall be at PHDC's sole discretion and nothing in this RFP shall create an obligation on PHDC, the PHC, or DPD to respond to the submitting party or at all. In PHDC's sole discretion, responses will be communicated to all known proposed applicants via email.

No oral response by any employee or agent of PHDC, the PHC, or DPD shall be binding on PHDC, the PHC, or DPD or shall in any way constitute a commitment by PHDC, the PHC, or DPD.

If an Applicant finds any inconsistency or ambiguity in this RFP or an addendum to this RFP issued by PHDC, the Applicant is requested to notify the Project Contact in via email by the questions due date as set forth in Section 1.3.

3.1.4 Proposals Binding

By submitting its Proposal, the Applicant agrees to be bound by all terms and conditions of its Proposal, including, without limitation, the prices stated therein, for a period of one hundred and eighty (180) days from the Submission Date. An Applicant's refusal to enter into a contract that reflects such terms and conditions may, in PHDC's sole discretion, result in rejection of the Proposal, termination of any negotiations with the Applicant, and/or Applicant's forfeiture of its Proposal Security, if any required by this RFP, as set forth in the "Proposal Security" section of this RFP.

It shall be the Applicant's responsibility to review and verify the completeness of its Proposal.

Applicants may withdraw or modify their Proposals at any time prior to the Submission Date by written notice of withdrawal or written submission of the modification, signed in the same manner and by the same person(s) who signed the initial Proposal, to the Project Contact. PHDC, on behalf of the PHC and DPD, reserves the right, at its sole discretion, to permit or require modifications to any Proposal after it is submitted, as set forth in the "Reservation of Rights" sections of this RFP.

3.1.5 Proposal Submission Requirements

Proposals submitted in response to this RFP must be submitted electronically to the Project Contact specified in Section 1.4 by the deadline specified in Section 1.3. Proposals should include a table of contents listing all sections, figures, and tables and their corresponding page numbers.

Qualifications and Technical/Cost Proposals in Separate Volumes

Applicants will organize their Proposals into two separate electronic files, referred to herein as Volume 1 and Volume 2. The details for each volume are provided below:

Insert project/RFP title in blanks.

- Volume 1 - Qualifications
Volume 1 will set forth the Applicant's qualifications and must be labeled on the cover with "Arches Cultural Heritage Inventory and Management Software Project Proposal, Volume 1 – Applicant Qualifications." The required contents of Volume 1 are defined in the "Qualifications of Applicants" section below.
- Volume 2 – Technical Approach and Cost Proposal
Volume 2 will set forth the Applicant's technical approach and solution for meeting the requirements of this RFP, and its cost Proposal, and must be labeled on the cover with "Arches Cultural Heritage Inventory and Management Software Project Proposal, Volume 2 – Technical Approach and Cost Proposal." The required contents of Volume 2 are defined in the "Technical Approach and Cost Proposal" section below.

3.2 Implementation Plan, Statement of Work, Project Schedule and Milestone Payment Schedule

Applicants must submit the following documents (collectively, “Project Documents”) as part of their Proposals, in accordance with the overall structure of the work as set forth in this RFP and the specific format and other requirements provided in Appendix B (if no requirements are provided in Appendix B, Applicants should submit the Project Documents in the form they currently use for work of the type here sought):

- (a) a detailed statement of the work to be performed, in a form that the Applicant considers appropriate and sufficient for incorporation in a contract document;
- (b) a detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, principal schedule milestones, and overall time of completion; and
- (c) a milestone payment schedule setting forth the frequency and amount of progress payments and identifying the tasks and deliverables to be completed and associated completion dates (collectively, “milestones”) for each payment.

Proposals will be evaluated in part on the adequacy of the proposed Project Documents. PHDC, on behalf of the PHC and DPD, reserves the right, in its sole discretion, to impose additional or different requirements on any of the Project Documents submitted in any Proposal, without notice to other Applicants.

3.3 Proposal Contents

3.3.1 Volume 1 – Qualifications of Applicants

Proposals will be evaluated, in part, on the Applicant’s ability, in PHDC, the PHC, and DPD’s judgment, to demonstrate technical and financial capacity to perform the work it proposes in accordance with the requirements of this RFP. Applicants are accordingly required to furnish the information described below. PHDC, on behalf of the PHC and DPD, reserves the right, in its sole discretion, to require additional or different qualifications information, and is the sole judge of whether the Applicant’s submissions meet the information requirements provided below and are sufficient to demonstrate the Applicant’s qualifications.

Volume 1 of the Proposal should include the following sections, with the information specified for each.

Volume 1, Section 1: Description of Applicant. The Applicant shall provide:

- (a) Name, street address, mailing address if different, email address, and telephone and facsimile numbers of the Applicant.
- (b) Year established (include former firm names and year each applicable). Identify the country and state in which the firm was incorporated or otherwise organized.
- (c) Type of ownership and parent company, affiliates and subsidiaries, if any. Include dates of any corporate mergers, consolidations and/or acquisitions including all present and former subsidiaries with dates of any and all re-structurings since the founding date.

- (d) Address and telephone number of production facility(ies) where any of the work is to be performed (if different than item a); name, address, and telephone number of the proposed project manager.
- (e) A narrative description and organization chart depicting the management of the Applicant's organization as well as the proposed project team and its relationship to any larger or affiliated business entity.
- (f) A description of the overall operations of the Applicant, the number and scope of other projects currently ongoing or set to begin in the nearfuture.
- (g) A narrative description of Applicant's familiarity with and prior operating experience in the Philadelphia region. Specifically identify (i) all projects in the last five years on which Applicant has worked that are valued at over \$25,000 and located in the City of Philadelphia, (ii) any contracts valued at over \$25,000 entered into with the City of Philadelphia in the last five years; and (iii) any contracts valued at over \$25,000 entered into with any other government entity in the last five years (the 30 most recent such contracts shall be sufficient, but Applicants may list more than 30).
- (h) Provide, at Applicant's option, any additional information not specifically listed above which demonstrates the qualifications of the Applicant to perform the scope of work specified in this RFP.

Volume 1, Section 2: Technical Qualifications

- (a) The Applicant shall provide information that demonstrates that it possesses the technical expertise that PHDC, on behalf of the PHC and DPD, requires for this RFP.
- (b) Applicants should submit references from owners of projects that are comparable in size, complexity and scope of work sought by this RFP. The references should also demonstrate the Applicant's experience with the technology solution proposed. The histories of such projects that they have completed, firm resumes and resumes of key personnel should also be included as well as other such information believed to demonstrate the indicated types of experience. All references should include the name, title, telephone number of both the current owner of the project and the owner of the project at time the work was performed and completed. Specific reasons for using the reference must also be provided.
- (c) The Applicant must demonstrate adequate experience in the following areas; PHDC prefers a minimum of five years such experience:
 - Web-based software customization, configuration, installation, testing, and documentation;
 - HTML, CSS, JavaScript, SQL, and Python customization, configuration, installation, testing, and documentation;
 - Geographic Information Systems customization, configuration, installation, testing, and documentation; and,
 - Projects with municipal, state, and/or federal institutions.

3.3.2 Volume 2 – Technical Approach and Cost Proposal

Volume 2 will set forth the Applicant’s technical approach and solution for meeting the requirements of this RFP, and its Cost Proposal. Volume 2 of the Proposal should be divided into five index-tabbed sections, including the information identified below for each section.

Volume 2, Section 1: Organization and Management. The Applicant shall provide the following in Section 1:

- (a) Organizational charts addressing the delineation of authority and responsibilities in performing the work described in the Proposal and identifying all key personnel, including, but not limited to, the project manager.
- (b) Company affiliation, job title, and resume of every individual listed in on the organizational chart, setting forth work experience, education, professional achievements, and any publications related to the type of work to be performed. (PHDC, on behalf of the PHC and DPD, will require that the key people proposed for the project participate in their proposed capacities and PHDC, on behalf of the PHC and DPD, must approve any substitutions or replacements.)

Volume 2, Section 2: Scope of Work Plan. Section 2 will provide a detailed description of the Applicant’s plan for completing the work proposed in accordance with the time-of-performance requirements of this RFP. The plan should include:

- (a) The proposed Project Documents, as described in Section 3.2, *Statement of Work, Project Schedule and Milestone Payment Schedule*;
- (b) A comprehensive list of tasks required to complete the scope of work proposed, with estimated effort (expressed in persons, identified by skill set, and hours) required for each task;
- (c) A detailed written description of how the Applicant intends to accomplish each task;
- (d) The name of key personnel identified in Volume 2, Section 1, who will be assigned to complete each task;
- (e) The approximate amount of time each day that each of the key personnel identified in Volume 2, Section 1, will spend on the project (e.g. Project Director will spend approximately 25 percent of his/her time during Step 1 of the project);
- (f) All assumptions relied upon to develop the work plan and estimate and all conditions for its fulfillment as proposed, with specific emphasis on PHDC, the PHC, and DPD’s responsibilities; and
- (g) Any other technical or management approach or process that the Applicant will use to ensure that the project plan can be completed as proposed and in accordance with the time-of-performance constraints provided in this RFP.

Volume 2, Section 3: Cost Proposal.

The Cost Proposal must conform to the requirements provided in Appendix C, *Cost Proposal Requirements*.

Applicants should note that PHDC, the PHC, and DPD are not subject to federal, state, or local sales or use taxes or to federal excise tax. The cost proposal may not include any such taxes.

Volume 2, Section 4: Requirements Compliance Certification

Detailed requirements for the System are provided in Appendix A, *Detailed Project Requirements*. The Proposal must specify, for each requirement, that the proposed solution and/or services fully satisfies the requirement, does not satisfy the requirement, or partially satisfies the requirement (in which case, the extent of compliance and non-compliance with the requirement must be fully identified and explained, including all features not provided).

3.4 General Contract Requirements

Any Applicant selected will be required to execute a contract document prepared by PHDC, on behalf of the PHC and DPD. The General Terms and Conditions which will be a part of that document will include, but not be limited to:

- Administrative requirements;
- Conflicts of interest;
- Environmental requirements;
- Liability indemnification in the event of damage claims; and,
- City ordinances related to contracting.

A copy of the General Terms and Conditions is available upon request.

3.5 Term and Renewal

The initial term of any contract is expected to commence within 30 days of selecting a vendor and, unless sooner terminated by PHDC, on behalf of the PHC and DPD, pursuant to the terms of the contract, shall expire twelve (12) months thereafter, on. PHDC, on behalf of the PHC and DPD, may, at its sole option, amend the contract to add up to three (3) additional successive one-year terms (“Additional Terms”). Except as may be stated otherwise in such amendment, the terms and conditions of the contract shall apply throughout each Additional Term.

3.6 Certificate of Non-Indebtedness

By submitting its Proposal, Applicant will have to certify and represent by signing a Tax Status Verification form attached as Appendix H that Applicant and Applicant's parent company (ies) and subsidiary (ies) are not currently indebted to the City and will not, if awarded a contract, at any time during the term of the contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent water bills and/or delinquent taxes (including, but not limited to any, taxes collected by the City on behalf of the School District of Philadelphia), liens, judgments, fees or other debts for which no written Applicant payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to PHDC at law or in equity, Applicant will further acknowledge in the contract with PHDC that any breach or failure to conform to this certification may, at the option of PHDC, on behalf of the PHC and DPD, result in the withholding of payments otherwise due to the Applicant under the contract and, if such breach or failure is not resolved to PHDC's satisfaction within a reasonable time frame specified by PHDC in writing, may result in the offset of any such indebtedness against said payments and/or the termination of the contract for default (in which case the successful Applicant shall be liable for all excess costs and other damages resulting from the termination).

3.7 Insurance

Before submitting a response to this RFP, contractors should verify through their insurance carriers that they will be able to obtain the necessary insurance coverage if selected.

Only sole proprietors and LLCs without employees, who are not required to purchase worker's compensation insurance under Pennsylvania law, are excluded from carrying worker's compensation coverage and must complete and submit any and all supporting documentation as requested. All other contractors will be required to carry worker's compensation insurance. Contractors may not use subcontractors who do not carry all required insurance at the levels specified herein and name PHDC, the PHC, DPD, and the City of Philadelphia as additional insureds on all liability insurance policies except workers' compensation and professional liability insurance.

PHDC, the PHC, DPD, and the City of Philadelphia must be named as additional insureds on all required liability insurance policies except workers' compensation and professional liability insurance before contracts can be finalized. All policies will include contractual liability insurance as applicable to the contractor's obligations hereunder. All general liability insurance must include coverage for completed operations. Certificates of Insurance showing the required coverages and naming PHDC, the PHC, DPD, and the City as the certificate holders must be submitted along with endorsements stating that the coverage afforded PHDC, the PHC, DPD, and the City is "primary and noncontributory" to any other coverage available.

3.8 Indemnification

The successful Applicant shall indemnify, defend and hold harmless PHDC, the PHC, DPD, and the City, and their respective officials, directors, employees, representatives and agents, from and against any and all losses, costs (including, but not limited to, litigation and settlement costs and counsel fees), claims, suits, actions, damages, liability and expenses occasioned wholly or in part by the Applicant's act or omission or negligence or fault or the act or omission or negligence or fault of the Applicant's agents, subcontractors, employees or servants in connection with the contract with PHDC, including, but not limited to, those in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, failure to pay such subcontractors and suppliers, any breach of the contract, and any infringement or violation of any proprietary right (including, but not limited to, patent, copyright, trademark, service mark and trade secret). This obligation to indemnify, defend and hold harmless PHDC, the PHC, DPD, its officers, employees and agents, shall survive the termination of the contract.

3.9 Proprietary Rights Indemnification

3.9.1 Indemnification

The successful Applicant shall warrant that all software, documentation, services, and deliverables do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against PHDC, the PHC, DPD, and/or the City, PHDC shall promptly notify Applicant in writing and Applicant shall defend such claim, suit or action at Applicant's expense, and Applicant shall indemnify PHDC, the PHC, DPD, and/or the City against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs and counsel fees) whether or not such claim, suit or action is successful.

The successful Applicant will not, however, be responsible for such loss, cost, damage, expense or liability if infringement is finally determined by a court of competent jurisdiction to be the sole result of (1) PHDC, the PHC, or DPD's modification of the Software or its use of the Software in a manner not intended by the parties or contemplated by the contract with PHDC; (2) PHDC, the PHC, or DPD's failure to use corrections or enhancements made available by the successful Applicant that do not materially alter the functionality of the Software as it exists at the time furnished; (3) PHDC, the PHC, or DPD's distribution or marketing of the Software to third parties for revenue producing purposes; or (4) the act or omission of the third party supplier of a software product used in combination with the successful Applicant's software but not furnished by the successful Applicant under the contract with PHDC. Prior to such final determination, however, the successful Applicant shall remain fully responsible, at its expense, for the defense and indemnification of any infringement claim in accordance with this Section; provided, that if the claimed infringement is finally determined to be solely the result of one or more of (1)-(4) noted above, PHDC will reimburse the successful Applicant for its reasonable expenses (including reasonable litigation costs and attorney's fees) incurred therein.

3.9.2 Infringing Products

If software, documentation, or deliverables furnished by the successful Applicant is, or in the successful Applicant's reasonable judgment is likely to be, held to constitute an infringing product, the successful Applicant shall at its expense and option either:

- (a) Procure the right for PHDC, the PHC, and DPD to continue using the software or other product;
- (b) Replace the software or other product with a non-infringing equivalent; or
- (c) Modify the software or other product to make it non-infringing, provided that the modification does not materially alter the functionality and performance of the software or other product, or PHDC, on behalf of the PHC and DPD, agrees to and accepts the modification in writing.

In the event the successful Applicant is ordered by a court of competent jurisdiction to remove the software or other product, and all right of appeal or stay is exhausted as to such order, the successful Applicant shall accept return of the software or other product and refund to PHDC the full amount paid by PHDC to the successful Applicant pursuant to the contract with PHDC.

3.9.3 Exclusive Remedy

The foregoing remedies shall constitute PHDC's sole and exclusive remedies and the successful Applicant's entire liability with respect to infringement of proprietary rights. To receive the foregoing indemnity, PHDC must promptly notify the successful Applicant in writing of an infringement claim or suit, provide reasonable cooperation (at the successful Applicant's expense), and full authority to the successful Applicant to defend or settle the claim or suit. The successful Applicant will have no obligation to indemnify PHDC, the PHC, or DPD and/or the City under any settlement made without its written consent.

3.10 Unavailability of Funds

If funding for any contract between the successful Applicant and PHDC from any source is not obtained and continued at an aggregate level sufficient to allow for payment for the services and deliverables under the contract, PHDC, on behalf of the PHC and DPD, may exercise one of the following options without liability or penalty to PHDC:

- (a) Terminate the contract effective upon a date specified in a Termination Notice; or
- (b) Continue the contract by reducing, through written notice to the successful Applicant, the amount of the contract and services and deliverables, consistent with the nature, amount, and circumstances of available funding.
- (c) PHDC's exercise of either option under this Section shall not affect any obligations or liabilities of either party accruing prior to such termination or reduction of services or deliverables. Applicant shall be compensated in accordance with the terms of the Contract for Services and Deliverables, satisfactorily performed and delivered prior to such termination under this Section.

Commodities or services on any contract between the successful Applicant and PHDC resulting from this RFP to be ordered after the end of the current fiscal year shall be subject to the issuance of purchase orders for the following fiscal years. PHDC shall not be liable for the portion of the award involving following fiscal year's funds until such orders are issued. The successful Applicant's obligation to deliver on such purchase orders shall not take effect until the orders are issued.

3.11 Nondisclosure of PHDC/PHC/DPD Data

3.11.1 Nondisclosure

The successful Applicant and its employees, agents, subcontractors, suppliers, and any person or entity acting on its behalf (i) will maintain in strict confidentiality all of the “PHDC/PHC/DPD Data,” as defined and set forth below; (ii) will not, without PHDC’s written permission, divulge, disclose, communicate, or distribute any of the PHDC/PHC/DPD Data to any person or entity except as may be strictly necessary to perform services under any contract with PHDC; (iii) will not, without PHDC’s written permission, in any way use any of the PHDC/PHC/DPD Data for their businesses or other advantage or gain (except as may be necessary to perform services under any contract with PHDC), including, without limitation, any use of the PHDC/PHC/DPD Data in any presentation, demonstration, or proposal to perform work, to PHDC or to others, that may be conducted or created as part of their business activities or otherwise; (iv) will use the PHDC/PHC/DPD Data solely and exclusively in accordance with the terms of the contract in order to carry out its obligations and exercise its rights under the contract; (v) will afford the PHDC/PHC/DPD Data at least the same level of protection against unauthorized disclosure or use as the successful Applicant uses to protect its own trade secrets, proprietary information, and other confidential information (but will in no event exercise less than reasonable care and protection); and (vi) will, immediately upon completion of the Services and deliverables required under the contract, return all PHDC/PHC/DPD Data to PHDC, destroy any and all copies of any PHDC/PHC/DPD Data that are in their possession, whether on paper or in electronic or other form, and if requested by PHDC in writing, will certify in writing that there has been full compliance with this Section.

3.11.2 PHDC/PHC/DPD Data

Except as provided otherwise in this RFP, the PHDC/PHC/DPD Data shall include any and all of the following, whether in electronic, microfilm, microfiche, video, paper, or other form, and any copies or reproductions thereof:

- a) Any and all other records, documents, computer software (whether owned by PHDC, the PHC, or DPD or licensed or otherwise furnished to PHDC, the PHC, or DPD by third parties), and data furnished by PHDC, the PHC, or DPD to the successful Applicant in relation to the work required under any contract between the successful Applicant and PHDC; and
- b) All deliverables and other work product(s) and items of work created by the successful Applicant for PHDC, the PHC, or DPD as part of the work required under any contract between the successful Applicant and PHDC.

3.11.3 Exclusions

The PHDC/PHC/DPD Data shall not include any information or data which:

- a) Was known to the party receiving the Data (the “Receiving Party”), prior to the commencement of its performance of any contract between the successful Applicant and PHDC, free of any obligation to keep it confidential, and/or is proprietary to the Receiving Party; or
- b) Was generally known to the public at the time of receipt by the Receiving Party, or becomes generally known to the public through no act or omission of the party disclosing or furnishing the Data (the “Disclosing Party”); or
- c) Was independently developed by the Receiving Party without knowledge or use of any Data of the Disclosing Party; or
- d) Is required to be disclosed by law or judicial process.

3.11.4 Remedy for Breach

In the event of any actual or threatened breach of any of the provisions of this Section by the Receiving Party, and in addition to any other remedies that may be available to the Disclosing Party in law or equity, the Disclosing Party shall be entitled to a restraining order, preliminary injunction, permanent injunction, and/or other appropriate relief to specifically enforce the terms of this Section. The parties agree that a breach of the terms of this Section by the Receiving Party would cause the Disclosing Party injury not compensable in monetary damages alone, and that the remedies provided herein are appropriate and reasonable.

4 General Contract Requirements

Any Applicant selected to enter into final negotiations will be expected to enter into a contract with PHDC containing terms acceptable to PHDC, including, but not limited to, terms substantially similar to the insurance, indemnification and other provisions set forth or described below, which are generally required by PHDC in contracts for software systems and/or consulting services that involve software design, development or implementation. PHDC reserves the right, however, to require or negotiate different and/or additional terms and conditions in any final contract resulting from this RFP if, in the sole judgment of PHDC, it is in the best interest of PHDC to do so, without notice to other Applicants and without affording other Applicants any opportunity to revise their proposals based on such different or additional terms

Applicants may state for PHDC’s consideration any objections to the following contract terms, in a separate section of the Proposal. Any such objection must identify the specific section(s) objected to, state the reason(s) for the objection, and propose alternative language or terms. Terms to which no objection is asserted will be presumed acceptable to the Applicant. PHDC may, in its sole discretion, evaluate proposals in part according to whether the Applicant so objects, and the number and type of objections asserted.

4.1 Term and Renewal

The initial term of any contract shall commence on May 3, 2019, and, unless sooner terminated by PHDC pursuant to the terms of the contract, shall expire twelve (12) months thereafter, on May 3, 2019. PHDC may, at its sole option, amend the contract to add up to two (2) additional successive one year terms (“Additional Terms”). Except as may be stated otherwise in such amendment, the terms and conditions of the contract shall apply throughout each Additional Term.

4.2 Certificate of Non-Indebtedness

By submitting its Proposal, Applicant will have to certify and represent by signing a Tax Status Verification form attached as Appendix H that Applicant and Applicant’s parent company (ies) and subsidiary (ies) are not currently indebted to the City and will not, if awarded a contract, at any time during the term of the contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent water bills and/or delinquent taxes (including, but not limited to any, taxes collected by the City on behalf of the School District of Philadelphia), liens, judgments, fees or other debts for which no written Applicant payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to PHDC at law or in equity, Applicant will further acknowledge in the contract with PHDC that any breach or failure to conform to this certification may, at the option of PHDC, result in the withholding of payments otherwise due to the Applicant under the contract and, if such breach or failure is not resolved to PHDC’s satisfaction within a reasonable time frame specified by PHDC in writing, may result in the offset of any such indebtedness against said payments and/or the termination of the contract for default (in which case the successful Applicant shall be liable for all excess costs and other damages resulting from the termination).

4.3 Insurance; Performance and Payment Bonds

4.3.1 Insurance

Any Applicant selected for a contract will be required to procure and maintain, at its sole cost and expense, the types and minimum limits of insurance described below, on the terms specified; provided, however, that PHDC may, at its sole discretion, establish different minimum limits based on the final scope of work for the project. The following summarizes the insurance requirements under this RFP. For a full explanation of these requirements, please review the General Terms and Conditions.

Unless otherwise approved by PHDC, on behalf of the PHC and DPD, in writing, each Applicant approved for contract shall, at its sole cost and expense, procure and maintain, or cause to be procured and maintained, in full force and effect, the types and minimum limits of insurance specified below, covering the performance of the services and the furnishing of the deliverables required under the contract. Selected Applicants shall procure, or cause to be procured, all insurance from reputable insurers admitted to do business on a direct basis in the Commonwealth of Pennsylvania or otherwise acceptable to the PHDC. All insurance herein, except the Professional Liability insurance, shall be written on an “occurrence” basis and not a “claims-made” basis. In no event shall any Applicant perform any services or other work until

the Applicant has delivered or caused to be delivered to PHDC the required evidence of insurance coverages. All insurance coverages shall provide for at least thirty (30) days prior written notice to be given to PHDC in the event coverage is materially changed, canceled, or non-renewed. PHDC, the PHC, DPD and the City, and their respective officials, directors, officers, employees, representatives and agents shall be named as additional insureds on all policies of insurance required, including Completed Operations coverage, but excluding Workers' Compensation and Employers Liability Insurance and Professional Liability insurance. All selected Applicants shall also deliver or cause to be delivered to PHDC an endorsement stating that the coverage afforded PHDC, the PHC, DPD and the City, and their respective officials, directors, officers, employees, representatives and agents, as additional insureds, will be primary to any other coverage available to them and that no act or omission of the PHDC, the PHC, DPD and the City, and their respective officials, directors, officers, employees, representatives or agents shall invalidate the coverage.

Workers Compensation and Employers Liability

Workers Compensation: Statutory limits

Employers Liability:

- \$100,000 Each Accident - Bodily Injury by Accident;
- \$100,000 Each Employee - Bodily Injury by Disease;
- \$500,000 Policy Limit - Bodily Injury by Disease.

Other states insurance including Pennsylvania

General Liability Insurance

Limit of liability:

- \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability;
- \$1,000,000 advertising injury;
- \$2,000,000 general aggregate
- \$1,000,000 aggregate for products and completed operations.

(TO NOTE: PHDC may require higher limits of liability if, in PHDC's sole discretion, the potential risk warrants.)

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

Automobile Liability

Limit of liability:

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

Coverage: Owned, non-owned and hired vehicles.

Professional Liability Insurance

Limit of liability:

\$1,000,000 with a deductible not to exceed \$50,000.

Coverage: Errors and omissions including liability assumed under contract.

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

Certificates of insurance evidencing the required coverages must specifically reference PHDC’s contract number for which they are being submitted. The original certificates of insurance must be submitted to the PHDC, and copies shall be submitted to PHDC at the address set forth in the contract. Submissions must be made at least ten (10) days before work is begun and at least ten (10) days before each renewal term. PHDC, in its sole discretion, may waive the ten (10) day requirement for advance documentation in such situations where such waiver will benefit PHDC, but under no circumstances shall the selected Applicant actually begin work (or continue work, in the case of renewal) without providing the required evidence of insurance. The actual endorsement adding PHDC, the PHC, DPD and the City as additional insureds must specifically reference PHDC contract number and be submitted to the PHDC. PHDC reserves the right to require the selected Applicant to furnish certified copies of the original policies of all insurance required under the contract at any time upon ten (10) days written notice to the selected Applicant.

4.4 Indemnification

The successful Applicant shall indemnify, defend and hold harmless the PHDC, the PHC, DPD and the City, and their respective officials, directors, employees, representatives and agents, from and against any and all losses, costs (including, but not limited to, litigation and settlement costs and counsel fees), claims, suits, actions, damages, liability and expenses occasioned wholly or in part by the Applicant’s act or omission or negligence or fault or the act or omission or negligence or fault of the Applicant’s agents, subcontractors, employees or servants in connection with the contract with PHDC, including, but not limited to, those in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, failure to pay such subcontractors and suppliers, any breach of the contract, and any infringement or violation of any proprietary right (including, but not limited to, patent, copyright, trademark, service mark and trade secret). This obligation to indemnify, defend and hold harmless PHDC, the PHC, DPD, the City and their officials, its officers, employees and agents, shall survive the termination of the contract.

4.5 Proprietary Rights Indemnification

4.5.1 Indemnification

The successful Applicant shall warrant that all software, documentation, services, and deliverables do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against PHDC, the PHC, DPD and/or the City, PHDC shall promptly notify Applicant in writing and Applicant shall defend such claim, suit or action at Applicant’s expense, and Applicant shall indemnify PHDC, the PHC, DPD and/or the City against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs and counsel fees) whether or not such claim, suit or action is successful.

The successful Applicant will not, however, be responsible for such loss, cost, damage, expense or liability if infringement is finally determined by a court of competent jurisdiction to be the sole result of (1) PHDC's, the PHC's or DPD's modification of the Software or its use of the Software in a manner not intended by the parties or contemplated by the contract with PHDC; (2) PHDC's, the PHC's or DPD's failure to use corrections or enhancements made available by the successful Applicant that do not materially alter the functionality of the Software as it exists at the time furnished; (3) PHDC's, the PHC's or DPD's distribution or marketing of the Software to third parties for revenue producing purposes; or (4) the act or omission of the third party supplier of a software product used in combination with the successful Applicant's software but not furnished by the successful Applicant under the contract with PHDC. Prior to such final determination, however, the successful Applicant shall remain fully responsible, at its expense, for the defense and indemnification of any infringement claim in accordance with this Section; provided, that if the claimed infringement is finally determined to be solely the result of one or more of (1)-(4) noted above, PHDC, on behalf of the PHC and DPD, will reimburse the successful Applicant for its reasonable expenses (including reasonable litigation costs and attorney's fees) incurred therein.

4.5.2 Infringing Products

If software, documentation, or deliverables furnished by the successful Applicant is, or in the successful Applicant's reasonable judgment is likely to be, held to constitute an infringing product, the successful Applicant shall at its expense and option either:

- (a) Procure the right for PHDC, on behalf of the PHC and DPD, to continue using the software or other product;
- (b) Replace the software or other product with a non-infringing equivalent;
- (c) Modify the software or other product to make it non-infringing, provided that the modification does not materially alter the functionality and performance of the software or other product, or PHDC, on behalf of the PHC and DPD, agrees to and accepts the modification in writing; or

In the event the successful Applicant is ordered by a court of competent jurisdiction to remove the software or other product, and all right of appeal or stay is exhausted as to such order, the successful Applicant shall accept return of the software or other product and refund to PHDC, on behalf of the PHC and DPD, the full amount paid by PHDC, on behalf of the PHC and DPD, to the successful Applicant pursuant to the contract with PHDC.

4.5.3 Exclusive Remedy

The foregoing remedies shall constitute PHDC's sole and exclusive remedies and the successful Applicant's entire liability with respect to infringement of proprietary rights. To receive the foregoing indemnity, PHDC must promptly notify the successful Applicant in writing of an infringement claim or suit, provide reasonable cooperation (at the successful Applicant's expense), and full authority to the successful Applicant to defend or settle the claim or suit. The successful Applicant will have no obligation to indemnify PHDC, the PHC, DPD and/or the City under any settlement made without its written consent.

4.6 Century Date Standard

4.6.1 Covered Work

The successful Applicant shall represent and warrant in the contract with PHDC that the following items furnished under the contract shall conform to the City of Philadelphia Century Date Standard set forth below:

All operating system software, application software, and other software, and all firmware, including, but not limited to, any authorization code or other code incorporated in such software or firmware for the purpose of disabling or limiting the functionality of the software under conditions specified by the manufacturer or publisher of the software.

Such warranties and representations are in addition to, and not in lieu of, the successful Applicant's obligations to extend or make warranties and representations set forth in Propriety Rights Indemnification in this section, Warranty and elsewhere in this RFP, and shall not limit or excuse any of the successful Applicant's obligations under such warranties.

4.6.2 Century Date Standard

The City of Philadelphia Century Date Standard consists of the following standards for General Integrity, Date Integrity, and Interface Integrity:

- (a) General Integrity. No value for current date will cause interruptions in the operation of the software, firmware, or equipment and the software, firmware and equipment will operate without any date-related faults or failures and without producing inaccurate data, including any calculation involving a span of time, which crosses a century.
- (b) Date Integrity. All manipulations of time-related data (including, without limitation, dates, durations, days of week, month, and year) will produce results that conform to the manufacturer's specifications for the software or equipment for all valid date values within the application domain.
- (c) Interface Integrity.
- (d) Explicit Century: Date elements in interfaces and data storage shall permit specification of the century by means that will eliminate all ambiguity as to the applicable century for date and date-related data.
- (e) Implicit Century: For any date element represented without century, the correct century shall be unambiguous for all manipulations involving that element before, during, and after January 1, 2000.
- (f) Source code. Source code for software shall comply with the standard set forth in Federal Information Processing Standard Publication 4-2 (FIPS PUB 4-2), Representation of Calendar Date for Information Interchange.

4.6.3 Defects and Errors

The successful Applicant shall, at no cost to PHDC, repair any equipment, firmware and/or software that does not conform to the standards set forth above and cause it to conform such standards, or shall replace the software or equipment with software that does conform to such standards.

4.7 Performance Standards

PHDC expects that the contract resulting from this RFP will include performance standards for the System, including but not limited to response times for System functions and data-throughput/transfer rates.

4.8 Acceptance

4.8.1 Final Acceptance

- (a) The successful Applicant shall notify PHDC, on behalf of the PHC and DPD, in writing when Applicant contends that all work required for the Project is completed and that the Software and all other components of the Project have been fully performed in accordance with the contract with PHDC, including, without limitation, the Final Acceptance Standards, and the work is ready for Final Acceptance Test(s). Following receipt of such notice, PHDC shall establish a schedule for commencing and conducting the Final Acceptance Test(s); the commencement date shall be not more than thirty (30) calendar days following the date on which PHDC receives Applicant's notice except as may be agreed otherwise by the parties. The Project shall not be Finally Accepted unless and until the Software and all other components of the Project function together as an integrated whole in accordance with the Final Acceptance Standards.
- (b) The Final Acceptance Standards consist of the following:
- the descriptions of functionality and performance and all standards of performance that are set forth in the Statement of Work, the Performance Standards, the Functional Requirements, and elsewhere in the contract with PHDC;
 - the documentation;
 - the manufacturer's (including, without limitation, the successful Applicant's, where applicable) most current published specifications for all software, and deliverables;
 - all design documents prepared by the successful Applicant under the contract with PHDC, including, without limitation, the Preliminary Design and Detailed Design;
 - the test criteria and standards of performance set forth in the Test Plan(s), as accepted and approved by PHDC; and
 - successful completion of the Final Acceptance Tests and the Reliability Period.

4.8.2 Acceptance Test(s); Test Plan(s)

The services and deliverables comprising each milestone in the Milestone Payment Schedule shall be subject to conditional acceptance testing as approved and accepted by PHDC (the "Conditional Acceptance Tests"), and the services and deliverables shall be subject to final acceptance testing as approved and accepted by PHDC (the "Final Acceptance Tests"). No Final Acceptance Test or other test of the services and deliverables shall commence unless and until the successful Applicant has delivered and PHDC, on behalf of the PHC and DPD, has accepted and approved, in writing, the successful Applicant's written plan or plans setting forth, for the Final Acceptance Test(s), a test method and criteria and standards of performance that must be satisfied for the test to be successful (collectively, the "Test Plan(s)"). The Test Plan(s) shall include, without limitation, test methods and criteria and standards of performance for all Project Milestones, shall include all elements provided in the Statement of Work and otherwise conform to the general test requirements set forth in the Statement of Work, and shall fully test

the Software for conformance to the Performance Standards and other Final Acceptance Standards. The Test Plan(s) shall be deliverables under the contract with PHDC.

4.8.3 Reliability Periods

(a) For Final Acceptance: It shall be a condition of Final Acceptance that the completed and fully installed Software function in conformance with the Final Acceptance Standards and without any Material Defect for a period of [TBD during contract negotiation] consecutive calendar days, commencing on the day following the first successful completion of the Final Acceptance Test. In the event the Software suffers any Material Defect or Material Failure prior to the expiration of such period (the “Reliability Period”), the successful Applicant shall remedy such Material Defect Failure, and a new [TBD during contract negotiation] consecutive calendar day Reliability Period (the “Second Reliability Period”) shall begin on the day that Applicant notifies PHDC that the remedy has been completed. In the event the Software does not successfully complete the Second Reliability Period without any Material Defect, PHDC, on behalf of the PHC and DPD, may, at its sole discretion, terminate the contract with the successful Applicant for default and exercise any one or more of the remedies provided to PHDC in the contract.

4.9 Retainage

PHDC, on behalf of the PHC and DPD, shall retain twenty (20) percent of each Milestone Payment set forth in the Milestone Payment Schedule unless and until the services and deliverables are finally accepted in accordance with the contract with the successful Applicant. The retained amounts shall be payable to the successful Applicant sixty (60) days following such final acceptance of the services and deliverables by PHDC.

4.10 City Audit

From time to time during the Initial Term and any Additional Term(s) of the contract between the successful Applicant and PHDC, and for a period of five (5) years after termination of the contract, PHDC may audit the successful Applicant’s performance under the contract. Audits may be conducted by representatives of PHDC or other authorized PHDC representatives including, without limitation, the City Controller. If so requested, the successful Applicant shall submit to PHDC, on behalf of the PHC and DPD, all vouchers or invoices presented for payment pursuant to the contract, all cancelled checks, work papers, books, records and accounts upon which the vouchers or invoices are based, and any and all documentation and justification in support of expenditures or fees incurred pursuant to the contract. All such vouchers or invoices, work papers, books, records, accounts, cancelled checks, documentation and justification shall be subject to periodic review and audit by PHDC, on behalf of the PHC and DPD.

4.11 Termination for Convenience

PHDC, on behalf of the PHC and DPD, shall have the right to terminate any contract with the successful Applicant at any time during the term of the contract, for any reason, including, without limitation, its own convenience. If the contract is terminated solely for PHDC’s, the PHC’s and/or DPD’s convenience, PHDC shall issue a written Termination Notice, which shall set forth the effective date of the termination.

4.12 Termination for Default

If the successful Applicant commits or permits an event of default under any contract with PHDC, as set forth in this Section, PHDC, on behalf of the PHC and DPD, shall so notify Applicant in writing, specifying in reasonable detail the nature of the default. Applicant shall have thirty (30) calendar days from receipt of that notice to correct the default. If the default is not cured within that time period, PHDC, on behalf of the PHC and DPD, may terminate the contract by providing Applicant with written notice of termination for default. The following shall constitute events of default on the part of Applicant:

- (a) Applicant's failure to comply with any provision, term, or condition of the contract.
- (b) The appointment of a receiver, trustee or custodian to take possession of all or substantially all the assets of Applicant for the benefit of creditors, or any action taken or suffered by Applicant under any federal or state insolvency, bankruptcy, reorganization, moratorium or other debtor relief act or statute;
- (c) Falseness of any warranty or representation of Applicant contained in any of the contract documents;
- (d) Misappropriation by Applicant of any funds provided under the contract or failure by Applicant to notify PHDC, on behalf of the PHC and DPD, upon discovery of any misappropriation;
- (e) A violation of law which results in a guilty plea, a plea of nolo contendere, or conviction of a criminal offense by Applicant, its directors, employees, or agents (1) directly or indirectly relating to the contract or the work required under the contract, whether or not such offense is ultimately adjudged to have occurred or (2) which adversely affects the performance of the contract; and/or
- (f) Indictment of or issuance of charges against Applicant, its directors, employees or agents for any criminal offense or any other violation of law directly relating to the contract or the work required under the contract or which adversely affects the performance of the contract, whether or not such offense or violation is ultimately adjudged to have occurred.

4.13 Unavailability of Funds

If funding for any contract between the successful Applicant and PHDC from any source is not obtained and continued at an aggregate level sufficient to allow for payment for the services and deliverables under the contract, PHDC, on behalf of the PHC and DPD, may exercise one of the following options without liability or penalty to PHDC:

- (a) Terminate the contract effective upon a date specified in a Termination Notice; or
- (b) Continue the contract by reducing, through written notice to the successful Applicant, the amount of the contract and services and deliverables, consistent with the nature, amount, and circumstances of available funding.
- (c) PHDC's exercise of either option under this Section shall not affect any obligations or liabilities of either party accruing prior to such termination or reduction of services or deliverables. Applicant shall be compensated in accordance with the terms of the Contract for Services and Deliverables, satisfactorily performed and delivered prior to such termination under this Section.

Commodities or services on any contract between the successful Applicant and PHDC resulting from this RFP to be ordered after the end of the current fiscal year shall be subject to the issuance of purchase orders for the following fiscal years. PHDC shall not be liable for the portion of the award involving following fiscal year's funds until such orders are issued. The

successful Applicant's obligation to deliver on such purchase orders shall not take effect until the orders are issued.

4.14 Assignment

The successful Applicant shall not assign or otherwise transfer its rights, duties or obligations under any contract with PHDC, except with the prior written consent of PHDC; any assignment or transfer (including, but not limited to, assignment of any subcontract) without such consent shall be null and void. In no event shall PHDC's consent to any assignment or transfer by the successful Applicant of any rights, duties or obligations under the contract relieve Applicant from its duties or obligations hereunder or change the terms of the contract. The successful Applicant shall retain full responsibility for and guarantees the performance of any and all assignees and transferees of Applicant, including but not limited to, their subcontractors, notwithstanding the assignment or transfer.

APPENDIX A - DETAILED PROJECT REQUIREMENTS

Introduction

PHDC, on behalf of the PHC and DPD, seeks to engage an Applicant to customize, install, configure, test, and document Arches open-source, web- and geospatially based information software on City hardware and to train City staff on the use and maintenance of that software.

Tasks

PHDC, on behalf of the PHC and DPD, requires at least the tasks listed below. The Applicant's proposed scope of work should state in detail how it will carry out each task. For each service specified, the Applicant should propose criteria to determine when the tasks comprising the service are satisfactorily completed. Applicants may propose additional or revised tasks and activities, but should explain why such tasks and activities are necessary to achieve the project objectives.

- Project kick-off
- Meet with PHC staff to develop an understanding of PHC business, citywide survey of historic resources, and the role of Arches in that business and survey;
- Meet with DPD IT staff to develop an understanding of City IT systems, protocols, and requirements;
- Confer with Getty Conservation Institute (GCI) on Arches;
- Develop a detailed project schedule and statement of work;
- Review detailed project schedule and statement of work with PHC staff and DPD IT staff;
- Develop the Arches configuration, including:
 - Mapping data fields onto resource graphs;
 - Customizing resource graphs if necessary using the Arches Designer;
 - Integrating basemap data, satellite/aerial imagery, map overlays, cadastral data, historic maps, and other geocoded data layers;
 - Updating HTML templates, JavaScript files, and Django models used to create the data entry forms and resource reports based on changes to resource graphs; and,
 - Developing localized settings, parameters, permissions, and content for Arches.
- Review Arches configuration with PHC staff and DPD IT staff;
- Convert legacy data (Access database of Philadelphia Register of Historic Places) into Arches format;
- Confer with GCI on Arches configuration and installation plan;
- Develop a plan for the exchange of data between the Philadelphia Arches installation and PA SHARE, the Pennsylvania Historical & Museum Commission's (PHMC) cultural resource information system currently under development;
- Develop an Arches installation plan;
- Review Arches installation plan with PHC staff and DPD IT staff;
- Install and configure Arches and load legacy data pursuant to approved configuration and installation plan;

- Test and verify functionality of installed Arches;
- Demonstrate installed Arches for PHC staff and DPD IT staff;
- Create Arches configuration, installation, and system administration guide with maintenance plan for DPD IT staff;
- Create Arches users' guide for PHC staff;
- Review drafts of Arches guides and maintenance plan with PHC staff and DPD IT staff;
- Train PHC staff and DPD IT staff on the use and maintenance of Arches;
- Make available copies of all final software and documentation developed during the project to the Arches community on GitHub; and,
- Meet with PHC staff and DPD IT staff for handover of final versions of all software and documentation developed during the project and for final debriefing about project.

Work Products

PHDC, on behalf of the PHC and DPD, requires completion and delivery of at least the tangible work products listed below. The proposed scope of work should state in detail how the Applicant will produce each work product, including the personnel/job titles that will be responsible for delivering the work product. For each work product, the Applicant should propose criteria for satisfactory completion and delivery. Applicants may propose additional or revised tangible work products, but should explain why each is necessary to achieve the project objectives.

- Detailed project schedule and statement of work;
- Arches installation plan;
- Installation and configuration of Arches on City hardware;
- Importation of legacy data into Arches
- Arches configuration, installation, and system administration guide with maintenance plan;
- Arches users' guide; and,
- Copy of all software developed for the project.

Milestones

PHDC, on behalf of the PHC and DPD, anticipates the work for this project will be organized into the following milestones (at a minimum. For each milestone, the Applicant should propose criteria to determine when the milestone has been satisfactorily completed. Applicants may propose additional or revised milestones, or a project structure that does not rely on milestones, but should explain their reasons for the structure proposed and how it will facilitate completion of the work.

- Completion of detailed project schedule and statement of work;
- Completion of configuration design;
- Completion of legacy data conversion;
- Completion of installation plan;
- Completion of installation, configuration, and testing of Arches;
- Completion of legacy data import;
- Completion of all documentation and training; and,
- Final handover and debriefing and completion of project.

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

Timetable

PHDC, on behalf of the PHC and DPD, anticipates that the work required under this RFP will be completed within approximately 14 weeks after project start and according to the approximate schedule in the table below, based on the PHC's identification of critical milestones and tasks. The scope of work proposed by Applicant should include a detailed project schedule that identifies all tasks, activities, work products, and milestones the Applicant proposes to carry out for the project and a time of completion (measured from project start date) for each. The Applicant should state the number of days following the PHDC's authorization to proceed under the City contract by which it will be ready to start the work, including any mobilization time. If the Applicant proposes a different overall time of performance, it should state its reasons.

Week into Project	Duration of Task in Weeks	Task	Milestone
0			Start of Project
1	1	Project kick-off with PHC and City IT staff; confer with GCI; develop detailed project schedule and statement of work; review schedule and statement with PHC and DPD IT staff	Completion of detailed project schedule and statement of work
5	4	Develop Arches configuration; review Arches configuration with PHC and DPD IT staff	Completion of configuration design
6	1	Convert legacy data	Completion of legacy data conversion
8	2	Confer with GCI and PHMC; develop installation plan; review installation plan with PHC and DPD IT staff	Completion of installation plan
10	2	Install and configure Arches; load legacy data; test and verify installation; demonstrate installed Arches to PHC and DPD IT staff	Completion of installation, configuration, and testing of Arches
12	1	Import legacy data	Completion of legacy data import
13	2	Create Arches configuration, installation, and system administration guide with maintenance plan; create Arches users' guide; review drafts of Arches guides and maintenance plan with PHC staff and DPD IT staff; train PHC and DPD IT staff on use and maintenance of Arches	Completion of all documentation
14	1	Meet with PHC and DPD IT staff for handover of software and documentation developed and final debriefing about project	Final handover and debriefing and completion of project

APPENDIX B - REQUIREMENTS

Requirements Overview

Applicants must submit the following documents (collectively, “Project Documents”) as part of their Proposals, in accordance with the overall structure of the work as set forth in the RFP and the following items:

- A. Detailed Statement of Work** to be performed that outlines, incorporates, and addresses all services and deliverables identified below in a form that the Applicant considers appropriate and sufficient for incorporation in a contract document;
- B. Detailed Project Schedule** identifying all tasks and deliverables to be performed, durations for each task, principal schedule milestones, and overall time of completion; and,
- C. Milestone Payment Schedule** identifying the payment schedule covering the duration of the project. The payment schedule must be tied into the achievement of specific, concrete project deliverables.

These Project Documents, as further defined below, should be reasonably detailed for PHDC, on behalf of the PHC and DPD, to effectively evaluate the Applicant’s proposed approaches and methodologies for delivering the product and services contemplated in this RFP and should represent the Applicant’s best effort at addressing the requirements herein based on its understanding of the information provided. Should this RFP result in contract negotiations, selected Applicant will be required to furnish more detailed, formal Project Documents based on these negotiations for PHDC’s review and approval. These finalized Project Documents will be incorporated into any contract resulting from these negotiations and will be used by PHDC, on behalf of the PHC and DPD, to assess and track progress and performance and determine milestone payments.

Statement of Work Requirements

PHDC, on behalf of the PHC and DPD, seeks an experienced implementation team that can provide the leadership, vision, project planning, and control to achieve the project objectives as outlined in this RFP.

The Applicant shall furnish a detailed proposed Statement of Work outlining their understanding of the Project and the component tasks to be performed by the Successful Applicant (henceforth “the Contractor” or “Contractor”) for this project that reflect and incorporate the essential components and requirements outlined in this RFP. The Applicant shall provide reasonably detailed descriptions of their understanding of each of the required services identified below and their proposed approaches for effectively delivering them. In addition, the Applicant shall furnish supporting figures, including tables, workflows, mockups, and screenshots, as part of its proposal to further demonstrate its ability to meet all requirements.

The Contractor will be fully responsible for delivering the solution, which will meet the requirements, detailed in *Appendix A, “Detailed Project Requirements”* The Contractor shall provide whatever is necessary (project teams, tools and templates, methods, frameworks, and other

capabilities) to support the services required to complete the Statement of Work, receive acceptance signoff from PHDC, on behalf of the PHC and DPD, and ensure a successful project.

The following services/deliverables will be required from the Contractor and should be addressed in each Applicant's proposed Statement of Work:

Project Schedule

The Contractor shall create, with input from PHDC, PHC, and DPD, a Microsoft Project schedule which shall define all the activities, resources and investment required to complete the project. This detailed project schedule shall then be managed by the Contractor with PHDC, PHC, and DPD's assistance and cooperation. The project schedule will clearly delineate phases, milestones and deliverables as appropriate. These milestones and deliverables, once approved by PHDC, on behalf of the PHC and DPD, will form the basis of payment to the Selected Contractor.

The Contractor shall also include a detailed staffing proposal listing consulting resources, by title and role and the required corresponding PHDC, PHC, and DPD staff to best assist in implementation.

The Contractor must develop and present a comprehensive Project Schedule which must:

- Identify how the Project will be sequenced or phased in;
- Identify all Project activities, milestones and associated deliverables by:
 - Phase;
 - Detailed Tasks;
 - Detailed Activities; and
 - Deliverables rolled up or down by Tasks/Activities.
- Be fully resource and cost-loaded.
- Provide a clear critical path and an implementation timeline.

The Contractor should clearly state any assumptions, particularly relating to PHC and DPD involvement and staff availability, upon which this Schedule is based.

Should this RFP result in contract negotiations, selected Applicants will be required to furnish a formal Project Schedule based on these negotiations for PHDC's review and approval, on behalf of the PHC and DPD. This negotiated Schedule will be incorporated into any contract resulting from these negotiations and will be used by PHDC, on behalf of the PHC and DPD, to assess and track progress and performance.

Project Team Composition and Skills

PHDC, on behalf of the PHC and DPD, expects the Contractor to utilize project management skills, expertise and experience to execute its project management methodology. PHDC, on behalf of the PHC and DPD, is looking for the selected Contractor to provide strong project management leadership covering the full range of services including project plan development, issue management, risk management, and change management. The Contractor shall have a project management team comprised of the project manager and anyone deemed necessary for properly managing the project. The Contractor is fully responsible for all sub-contracted services including all subcontractor personnel. The Contractor will work closely with the Project and Technical

Contacts on coordination of project tasks and resources.

Project Kick-Off

The Contractor shall conduct a project kick-off session and create a corresponding presentation to introduce the team, communicate a project overview to PHC and DPD IT staff, discuss team member's roles and responsibilities, governance elements, project plan and deliverables, team member expectations, implementation approach, and critical success factors.

The Contractor shall provide a detailed approach for the kick-off session that outlines the scope of activities, roles and key responsibilities of team members (including both City and Contractor responsibilities), governance elements, project plan and deliverables, team member expectations, data migration approach, critical success factors and proposed kick off schedule, location(s), duration and required contractors.

Installation Plan

The Contractor shall develop an installation plan detailing all aspects of the installation of Arches on City computer hardware. PHC and DPD IT staff shall be the final approval and acceptance authority for the installation plan. After the installation plan is developed, the Contractor shall lead the execution of the installation according to the plan.

Testing

The Contractor shall be responsible for, and will conduct, the process of planning and documenting all tests pertaining to the installation and operation of Arches. After the test plans are developed, the Contractor shall lead the execution of the testing activities. PHC and DPD IT staff will identify staff who will participate in the testing if required. PHC and DPD IT staff shall be the final approval and acceptance authority for the test results.

Installation, Configuration, and System Administration Guide with Maintenance Plan

The Contractor shall be responsible for documenting the installation and configuration of Arches, and the subsequent system administration of Arches such that DPD IT staff may administer and maintain the Arches system. The guide will include a maintenance plan that will facilitate upkeep and upgrading of the Arches system. PHC and DPD IT staff shall be the final approval and acceptance authority for the guide with maintenance plan.

Users' Guide

The Contractor shall be responsible for developing a users' guide such that the PHC staff may efficiently and effectively utilize all aspects of the Arches system. PHC and DPD IT staff shall be the final approval and acceptance authority for the users' guide.

Issues Log

The Contractor shall track issues in a log indicating the issue number, description, date raised, status, impact/severity, assigned to, date resolved, and resolution.

APPENDIX C - COST PROPOSAL REQUIREMENTS

PHDC, on behalf of the PHC and DPD, requests that Applicants offer their “best” solutions that will satisfy the requirements set forth in this RFP. If the proposal includes more than one solution, there must be a separate cost itemization for each solution proposed.

- Professional Services Required
- Other Associated Costs
- Assumptions

Appendix C.1: Professional Services Required					
Add additional rows as needed.					
#	STAFF NAME	TITLE	HOURLY RATES \$	EST. HOURS	TOTAL \$
1					
2					
3					
4					
5					

Appendix C.2 Other associated costs				
Add additional rows as needed.				
#	ITEM	DESCRIPTION	COST \$	ASSUMPTIONS
1				
2				
3				
4				

Appendix C.3: ASSUMPTIONS	
The Contractor is required to state all assumptions upon which its pricing is being determined. Insert as many lines as necessary to ensure all concerns are accurately expressed. Add additional rows as needed.	
#	ASSUMPTION
1	
2	
3	
4	

APPENDIX D - CITY OF PHILADELPHIA OFFICE OF ECONOMIC OPPORTUNITY ANTIDISCRIMINATION POLICY- MINORITY, WOMAN AND DISABLED OWNED BUSINESS ENTERPRISES - FORMS, INSTRUCTIONS AND SPECIAL CONTRACT PROVISIONS (NON-COMPETITIVELY BID CONTRACTS)

Under the authority of Executive Order No. 03-12, the City of Philadelphia has established an antidiscrimination policy (“Policy”) relating to the participation of Minority (MBE), Woman (WBE) and Disabled (DSBE) Owned Business Enterprises in PHDC contracts. Executive Order 03-12 is administered by the PHDC’s Office of Economic Opportunity (“OEO”).

The purpose of this Policy is to provide equal opportunity for all businesses and to assure that PHDC funds are not used, directly or indirectly, to promote, reinforce or perpetuate discriminatory practices. PHDC is committed to fostering an environment in which all businesses are free to participate in business opportunities without the impediments of discrimination and participate in all PHDC contracts on an equitable basis. In accordance with the contracting requirements of PHDC, PHDC’s antidiscrimination policy is applicable to this Notice of Contracting Opportunity (hereinafter, “NOCO”).¹

MBE Ranges - Best Efforts

WBE Ranges - Best Efforts

DSBE Ranges - Best Efforts

For this NOCO, PHDC’s OEO has not established ranges for the participation of MBEs, WBEs and/or DSBEs (collectively, “M/W/DSBEs”), but applicant is still required to exercise its Best and Good Faith Efforts to include M/W/DSBEs in its proposal. “Best and Good Faith Efforts” are those efforts, the scope, intensity and appropriateness of which are designed and performed to achieve meaningful participation of M/W/DSBEs in the work described by the NOCO. Applicant’s desire to self-perform all of the work does not excuse applicant from its exercise of Best and Good Faith Efforts. Solicitations and any commitments with M/W/DSBEs shall be designated on the Solicitation For Participation and Commitment Form. The submission of this form and any supporting documentation (more fully discussed below) is an element of responsiveness to the NOCO and failure to submit the required information will result in rejection of your proposal.

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

With its Proposal, Applicant shall verify that all forms, information and documentation submitted to PHDC are true and correct and is notified that the submission of false information by applicant is subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities which may include payment of a fine of at least \$1,000 and a term of imprisonment of not more than two years. Applicant shall also acknowledge that under 18 Pa.C.S. §4107.2(a)(4) it is a felony in the third degree, punishable by a term of imprisonment of not more than seven years in addition to the payment of any fines or restitution, if, under any contract awarded pursuant to this NOCO, applicant fraudulently obtains public moneys reserved for or allocated to minority business enterprises or women's business enterprises..

M/W/DSBE PARTICIPATION

1. Only firms that are certified by an approved certifying agency² and identified in the OEO Certification Registry by the time of contract award will be credited toward the participation ranges on PHDC contracts. An OEO Certification Registry is maintained by the OEO and is available online at www.phila.gov/OEO/directory. Firms owned and controlled by minority persons, women or disabled persons, which are certified as MBE, WBE, DSBE or DBE by an approved certifying agency may apply to the OEO for listing in its OEO Certification Registry.
2. No applicant who seeks to meet the participation range(s) for participation by entering into a subcontract with any M/W/DSBE participant shall be considered to meet the range(s) if the M/W/DSBE participant does not perform a Commercially Useful Function (“CUF”). An M/W/DSBE performs a Commercially Useful Function when it performs a distinct element of a PHDC Contract (as required by the services to be performed in accordance with the NOCO) which is worthy of the dollar amount of the M/W/DSBE Subcontract and the M/W/DSBE carries out its responsibilities by managing and supervising the services involved and actually self-performing at least twenty percent (20%) of the services of the Subcontract with its own employees. For suppliers, an M/W/DSBE performs a Commercially Useful Function when it is responsible for sourcing the material, negotiating price, determining quality and quantity, ordering the material and paying for it from its own funds. Commercial usefulness will be evaluated and determined by the OEO on a proposal by proposal basis as informed by prevailing industry standards and the M/W/DSBE's NAIC codes. Participation that is not commercially useful will not be counted.
3. In order to maximize opportunities for as many businesses as possible, a firm that is certified in two or more categories (e.g. MBE and WBE and DSBE or WBE and DSBE) will only be credited toward one participation range as either an MBE or WBE or DSBE. The firm will not be credited toward more than one category. Applicants will note with their submission which category, MBE or WBE or DSBE, is submitted for credit.

² Approved certifying entities are identified on the OEO webpage found at www.phila.gov/OEO. Applicant is strongly encouraged to search the Pennsylvania Unified Certification Program (“PaUCP”) Directory which offers a robust listing of DBEs; the PaUCP Directory is found at www.paucp.com.

4. An MBE/WBE/DSBE submitting as the prime applicant is required, like all other applicants, to submit a proposal that is responsive to the Policy. The M/W/DSBE Applicant will receive credit towards the participation range for its certification category (e.g., MBE range or WBE range or DSBE range). In addition, the participation of an M/W/DSBE partner, as part of a joint venture created for this contract, may be credited towards the participation ranges only to the extent of the M/W/DSBE partner's ownership interest in the joint venture in accordance with the following criteria:

- The MBE, WBE or DSBE partner(s) must be identified in the OEO Registry prior to contract award;
- The M/W/DSBE partner(s) must derive substantial benefit from the arrangement;
- The M/W/DSBE partner(s) must be substantially involved in all phases of the contract including planning, staffing and daily management;
- The business arrangement must be customary (i.e., each partner shares in the risk and profits of the joint venture commensurate with their ownership interest, contributes working capital and other resources, etc.).

5. M/W/DSBE Subcontractors must perform at least twenty percent (20%) of the total amount of work to be performed under the Subcontract with their own employees.

6. In listing participation commitments on the Solicitation for Participation and Commitment Form, applicants are required to list a detailed description of the services or supply effort, the dollar amount of the quotation, and percentage of the contract the participation represents. In calculating the percentage amount, applicants may apply the standard mathematical rules in rounding off numbers. The OEO reserves the right to request clarifying information from applicants in the event of an inconsistency or ambiguity in the Solicitation For Participation and Commitment Form.

RESPONSIVENESS

1. A proposal responsive to the Policy is one which contains documentary evidence of the applicant's exercise of Best and Good Faith Efforts. The applicant's Solicitation For Participation and Commitment Form should include evidence of the M/W/DSBEs that have been solicited and any commitments to use M/W/DSBEs in performance of the contract. This form should be submitted with applicant's proposal but PHDC, at its sole discretion, may allow applicants to submit or amend the Solicitation For Participation and Commitment Form at any time prior to award. As an expression of Best and Good Faith Efforts, the Solicitation For Participation and Commitment Form must contain the following information:

- Documentation of all solicitations (regardless of whether commitments resulted therefrom) as well as all commitments made on the enclosed document entitled "Solicitation For Participation and Commitment Form." Applicants should only make actual solicitations of M/W/DSBEs whose services or materials are within the scope of this NOCO. Mass mailing of a general nature to M/W/DSBEs or similar methods will not be deemed solicitation, but rather will be treated as informational notification only. A reasonable period of time should be given to all solicited firms to ensure that they have sufficient time to adequately prepare their quotes/sub proposals. The applicant's listing of a commitment with an M/W/DSBE constitutes

a representation that the applicant has made a legally binding commitment to contract with such firm, upon receipt of a contract award from PHDC (“Contract Commitment”).

- If the applicant has entered into a joint venture with an MBE, WBE and/or DSBE partner, the applicant is also required to submit along with the Solicitation For Participation and Commitment Form, a document entitled “Joint Venture Eligibility Information Form,” available at OEO, for PHDC’s review and approval of the joint venture arrangement.

2. In evaluating applicant’s Best and Good Faith Efforts, OEO will review the scope, intensity and appropriateness of these efforts to ascertain whether they could reasonably be expected to achieve meaningful M/W/DSBE participation in this contract. Failure to submit the documentary evidence of Best and Good Faith Efforts will result in rejection of the proposal as nonresponsive, although PHDC, at its sole discretion, may allow applicants to submit or amend their submission at any time prior to award which may result in revision to applicant’s participation commitments. The submission shall contain and discuss, at a minimum, the following:

- Reasons for not committing with any MBE/WBE/DSBEs that submitted a quote/sub proposal, regardless of whether the quote/sub proposal was solicited by applicant.
- Any additional evidence pertinent to applicant's conduct relating to this NOCO including sufficient evidence which demonstrates to the OEO that applicant has not engaged in discriminatory practices in the solicitation of and commitment with contract participants. In describing applicant's efforts to achieve participation within the ranges, applicant may submit any corroborating documentation (e.g., copies of advertisements for participation).

The applicant's documentary evidence will be reviewed by the OEO to determine whether applicant exercised Best and Good Faith Efforts. Applicant’s expressed desire to self-perform services with its own employees will not excuse applicant from exercising Best and Good Faith Efforts to include M/W/DSBEs in its proposal. OEO’s review will include consideration of the following:

- Whether the applicant’s actions were motivated by considerations of race or gender or disability. The OEO may investigate the applicant's contracting activities and business practices on similar public and private sector contracts. For example, if applicant rejects any M/W/DSBE based on price, applicant must fully document its reasons for the rejection and also demonstrate that applicant subjects non-M/W/DSBEs to the same pricing standards. OEO will investigate whether there was any attempt at good faith negotiation of price.
- Whether M/W/DSBEs were treated as equally as other businesses in the solicitation and commitment process. For example, the OEO will investigate whether M/W/DSBEs are given the same information, access to the plans and requirements of the contract and given adequate amount of time to prepare a quote/sub proposal as others who were solicited by applicant. The OEO will also investigate whether M/W/DSBEs were accorded the same level of outreach as non-M/W/DSBEs, for example whether applicant short listed M/W/DSBEs for participation or solicited M/W/DSBEs at any pre-proposal meetings.
- Whether the applicant's contracting decisions were based upon policies which disparately affect M/W/DSBEs. OEO will ascertain whether applicant selected portions of work or material needs consistent with the capacity of available M/W/DSBE subcontractors and suppliers. OEO

will consider whether applicant employed policies which facilitate the participation of M/W/DSBEs on PHDC contracts such as segmentation of the contract or prompt payment practices.

After review of the applicant's submission and other information the OEO deems relevant to its evaluation, the OEO will make a written determination that will be forwarded to PHDC.

- If the proposal is determined nonresponsive by the OEO, the applicant will be notified and may file a written appeal with the Executive Director of OEO within forty-eight (48) hours of the date of notification; the decision of the Executive Director of OEO shall be final.

RESPONSIBILITY

1. Upon award, the completed Solicitation For Participation and Commitment Form and accompanying documents regarding solicitation and commitments with MBEs, WBEs and DSBEs become part of the contract and the successful applicant is required to enter into legally binding agreement(s) ("M/W/DSBE Subcontract(s)") with its M/W/DSBE participants for the services and in the dollar amount(s) and percentage(s) as so committed (the "Contract Commitment(s)"). M/W/DSBE percentage commitments are to be maintained throughout the term of the contract and shall apply to the total contract value (including amendments). Any change in commitment, including but not limited to, substitutions for the listed firm(s), changes or reductions in the work and/or listed dollar/percentage amounts, must be pre-approved in writing by the OEO.
2. Unless otherwise specified in the M/W/DSBE Subcontract, the successful applicant shall, within five (5) business days after receipt of a payment from PHDC for services performed under the contract, deliver to its M/W/DSBE participants, their proportionate share of such payment for services performed (including the supply of materials). In connection with the payment of its M/W/DSBE participants, the successful applicant agrees to fully comply with PHDC's payment reporting process which may include the use of electronic payment verification systems.
3. No privity of contract exists between PHDC and any M/W/DSBE participant identified in any contract resulting from this NOCO. PHDC does not intend to give or confer upon any such M/W/DSBE participant(s) any legal rights or remedies in connection with the subcontracted services pursuant to Executive Order 03-12 or by reason of any contract resulting from the NOCO except such rights or remedies that the M/W/DSBE subcontractor may seek as a private cause of action under any legally binding contract to which it may be a party.
4. If the OEO determines that the applicant has discriminated against a M/W/DSBE at any time during the term of the contract, the OEO may recommend to the Director of Finance the imposition of sanctions on the applicant including debarment of the applicant from submitting and/or participating in future PHDC contracts for a period of up to three (3) years.

ACCESS TO INFORMATION

1. The OEO shall have the right to make site visits to the applicant's place of business and/or job site and obtain documents and information from any applicant, subcontractor, supplier, manufacturer or contract participant that may be required in order to ascertain applicant's responsiveness and responsibility.
2. Failure to cooperate with the OEO in its review may result in a recommendation to terminate the contract.

RECORDS AND REPORTS

1. The successful applicant shall maintain all books and records relating to its M/W/DSBE commitments (e.g. copies of quotations, subcontracts, joint venture agreement, correspondence, cancelled checks, invoices, telephone logs) for a period of at least three (3) years following acceptance of final payment from PHDC. These records shall be made available for inspection by the OEO and/or other appropriate PHDC officials. The successful applicant agrees to submit reports and other documentation to the OEO as deemed necessary by the OEO to ascertain the successful applicant's fulfillment of its M/W/DSBE commitments.

REMEDIES

1. The successful applicant's compliance with the requirements of Executive Order 03-12 is material to the contract. In the event PHDC determines that the successful applicant has failed to comply with any of the requirements of this Antidiscrimination Policy, including substantial compliance with any Contract Commitment, PHDC may, in addition to any other rights and remedies it may have under the contract which includes termination of the contract, exercise one or more of the following remedies which shall be deemed cumulative and concurrent:

- Debar successful applicant from proposing on and/or participating in any future contracts for a maximum period of three (3) years.
- Withhold from the contract payment(s) or any part thereof until corrective action is taken. If corrective action is not taken to the satisfaction of OEO, PHDC may, without institution of a lawsuit, deduct money in an amount equal to the M/W/DSBE shortfall which amount shall be collected and considered not as a penalty but as liquidated damages for the successful applicant's failure to comply with the contract.

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

**APPENDIX D-1 – OEO SOLICITATION AND COMMITMENT
FORM**

ANTIDISCRIMINATION POLICY SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM
Minority (MBE), Woman (WBE), Disabled (DSBE) and Disadvantaged (DBE) Business Enterprises

DEPARTMENT OF COMMERCE		OFFICE OF ECONOMIC OPPORTUNITY (OEO)		Bid/RFP Opening Date:
Name of Bidder/Proposer:				
Bid Number or Proposal Title:				
Food Service at Riverview Home				
List below ALL MBE/WBE/DBE/DSBEs that were solicited regardless of whether a commitment resulted therefrom. - Photocopy this form as necessary. Give Reason(s) if No Commitment				
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE	Work or Supply Effort to be Performed	Date Solicited By Phone (By Mail)	Commitment Made Yes (If Yes, give date) NO	Give Reason(s) if No Commitment
Company Name				
Address				
Contact Person				
Telephone Number		Quote Received YES* NO	Amount Committed To Dollar Amount \$	
Email Address			Percent of Total Bid/RFP %	
OEO REGISTRY # CERTIFYING AGENCY				
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE	Work or Supply Effort to be Performed	Date Solicited By Phone (By Mail)	Commitment Made Yes (If Yes, give date) NO	Give Reason(s) if No Commitment
Company Name				
Address				
Contact Person				
Telephone Number		Quote Received YES* NO	Amount Committed To Dollar Amount \$	
Email Address			Percent of Total Bid/RFP %	
OEO REGISTRY # CERTIFYING AGENCY				
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE	Work or Supply Effort to be Performed	Date Solicited By Phone (By Mail)	Commitment Made Yes (If Yes, give date) NO	Give Reason(s) if No Commitment
Company Name				
Address				
Contact Person				
Telephone Number		Quote Received YES* NO	Amount Committed To Dollar Amount \$	
Email Address			Percent of Total Bid/RFP %	
OEO REGISTRY # CERTIFYING AGENCY				

IF BIDDER/PROPOSER MAKES SOLICITATION(S) AND COMMITMENTS WITH A DBE, BIDDER/PROPOSER SHALL INDICATE WHICH CLASS TYPE, M-DBE OR W-DBE, IS SUBMITTED FOR CREDIT. 2. ATTACH ALL QUOTATIONS TO THIS FORM. 09/2010 APPENDIX B-1

APPENDIX D-2 – SPECIAL ANTIDISCRIMINATION CONTRACT PROVISIONS, INSTRUCTIONS, AND FORMS FOR APPLICANTS THAT ARE NONPROFIT ORGANIZATIONS

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

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

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

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

**City of Philadelphia – Office of Economic Opportunity
Diversity Report of Nonprofit Organizations**

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

APPENDIX E - PROVISIONS REQUIRED BY CHAPTER 17-1400 OF THE PHILADELPHIA CODE

1. **DEFINITIONS**- The terms below shall have the following meaning within this Exhibit.

1.1 **Applicant**. “Applicant” has the meaning as set forth in Subsection 17-1401(1) of The Philadelphia Code, as it may be amended from time to time. As of August 2007, that definition was “[a]pplicant means a Person who has filed an application to be awarded a Non-Competitively Bid Contract.”

1.2 **City Agency**. “City Agency” has the meaning as set forth in Subsection 17-1401(5) of The Philadelphia Code, as it may be amended from time to time. As of August 2007, that definition was “[a]ny office, department, board, commission or other agency of the City of Philadelphia.”

1.3 **City-Related Agency**. “City-Related Agency” has the meaning set forth in Section 17-1401(9) of The Philadelphia Code, as it may be amended from time to time. As of August 2007, that definition was “[a]ll authorities and quasi-public corporations which either: receive appropriations from the City, have entered into continuing contractual or cooperative relationships with the City, or operate under legal authority granted to them by City ordinance.”

1.4 **Consultant**. “Consultant” has the meaning set forth in Subsection 17-1401(6) of The Philadelphia Code, as it may be amended from time to time. As of August 2007, that definition provided that “[c]onsultant” means any Person used by Contractor to assist in obtaining a Non-Competitively Bid Contract through direct or indirect communication by such Person with any City Agency or any City officer or employee, if the communication is undertaken by such Person in exchange for, or with the understanding of receiving payment from Contractor or any other Person; provided, however, that “Consultant” shall not include a full-time employee of Contractor.”

1.5 **Contributions**. “Contributions” has the meaning set forth in the Pennsylvania Election Code, 25 P.S. Section 3241.

1.6 **Financial Assistance**. “Financial Assistance” has the meaning set forth in Section 17-1401(16) of The Philadelphia Code, as it may be amended from time to time. As of August 2007, that definition was “[a]ny 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 of 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.”

1.7 **Non-Competitively Bid Contract.** “Non-Competitively Bid Contract” has the meaning set forth in Section 17-1401(12) of The Philadelphia Code, as it may be amended from time to time. As of August 2007, that definition was “[a] contract for the purchase of goods or services to which the City or a City Agency is a party that is not subject to the lowest responsible bidder requirements of Section 8-200 of The Philadelphia Home Rule Charter, including, but not limited to, a Professional Services Contract, and any renewal of such a contract (other than a renewal term pursuant to an option to renew contained in an executed contract).

1.8 **Professional Services Contract.** “Professional Services Contract” has the meaning set forth in Section 17-1401(15) of The Philadelphia Code, as it may be amended from time to time. As of August 2007, that definition was “[a] contract to which the City or a City Agency is a party that is not subject to the lowest competitive bidding requirements of Section 8-200 of the Charter because it involves the rendition of professional services, including any renewal of such a contract (other than a renewal term pursuant to an option to renew contained in an executed contract).

2. **REPRESENTATIONS** Contractor makes the following representations, warranties and covenants upon which the City has relied as a material consideration for the execution and delivery by the City of this Contract:

21 In accordance with Section 17-1402 of The Philadelphia Code, Contractor represents that contribution(s) will not be made during the term of the Contract by Contractor or any party from which a contribution can be attributed to Contractor, that would render Contractor ineligible to apply for or enter into a Non-Competitively Bid Contract or to receive Financial Assistance under the provisions of Philadelphia Code Sections 17-1404(1) and 17-1405 and, further, that disclosures required by Subsection 17-1402(1)(b) made as part of its application to receive a Non-Competitively Bid Contract or Financial Assistance contain no material misstatements or omissions.

22 Contractor will not use any Subcontractor(s) that is ineligible to enter into a Non-Competitively Bid Contract with the City. To that end, Contractor will enter into a written Subcontract with each Subcontractor which requires said Subcontractor to represent that contributions will not be made that would render the Subcontractor ineligible to enter into a Subcontract pursuant to Chapter 17-1400 of The Philadelphia Code. It shall not be a violation of this Subarticle 2(2) if Contractor fails to disclose a contribution made by a Subcontractor because the Contractor was unable to obtain such information from the Subcontractor, provided that the Contractor demonstrates that it used reasonable efforts to attempt to obtain such information, including, at a minimum:

- (a) Entering into a written agreement with the Subcontractor for such Subcontractor’s services before Contractor filed its application for the Contract;

- (b) Including in such Subcontract a provision requiring Subcontractor to provide the Contractor in a timely manner with all information required to be disclosed under the provisions of Code Chapter 17-1400 and providing that the Subcontract will be terminated by the Contractor if Subcontractor fails to provide all required information on a timely basis and that no further payments, including payments owed for services performed prior to the date of termination, will be made to Subcontractor, by or on behalf of the Contractor, as of the date of such termination;
- (c) Communicating regularly with the Subcontractor concerning the Subcontractor's obligations to provide timely information to permit the Contractor to comply with all provisions of Code Chapter 17-1400; and
- (d) Invoking the termination provisions of the Subcontract in a timely and full manner.

Contractor will promptly report any such disclosures required hereunder, or lack of apparently required disclosures, to the City. The same terms and conditions of this Subarticle 2(2) shall apply to excuse the obligations of Contractor and Consultant under Subarticle 2(4) below, with appropriate adjustments to the identity of the parties.

23 In addition to remedies set forth the Agreement, breach of any of these representations shall constitute an event of default and render the Contract voidable at the City's option, and shall make Contractor liable for liquidated damages to the City in the amount of ten percent (10%) of the maximum payments to Contractor allowed under the Contract, regardless whether actually paid.

24 Subject to Subsection 17-1402(2)(b) (Failure to Disclose Consultant's Contributions) of The Philadelphia Code, Contractor shall, during the term of the Contract and for one (1) year thereafter, disclose any contribution of money or in-kind assistance Contractor 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 an individual who holds such office, or to any political committee or state party in the Commonwealth of Pennsylvania, or to any group, committee or association organized in support of any such candidate, office holder, political committee or state party, and the date and amount of such contribution. Such disclosure shall be made on a form provided by the Department awarding the Contract, and the form shall be signed and filed with such Department within five (5) business days of the contribution. The Department receiving the disclosure form shall forward copies to the President and Chief Clerk of Council, and to the Mayor, Finance Director, Procurement Department, and the Department of Records. The attribution rules of Philadelphia Code Section 17-1405 shall apply to determine what contributions must be disclosed under this provision as contributions of Contractor or of a Consultant.

25 Contractor shall, during the Term of the Contract and for one year thereafter, disclose the name and title of each City officer or employee who, during such time period, asked Contractor, any officer, director or management employee of Contractor, or any Person representing Contractor, to give money, services, or any other thing of value (other than a Contribution as defined in Section 17-1401) to any Person, and any payment of money, provision of services, or

any other thing of value (other than a Contribution as defined in Section 17-1401) given to any Person in response to any such request. Contractor 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 the Department awarding the contract, and the form shall be signed and filed with the Department within five (5) business days after a request was made or a payment in response to a request was made, as the case may be. The Department receiving the disclosure form will forward copies to the President and Chief Clerk of Council, and to the Mayor, Finance Director, Procurement Department, and the Department of Records.

26 In accordance with Subsection 17-1402 (1)(e)(iv) of The Philadelphia Code, Contractor shall, during the term of the Contract, disclose the name and title of each City officer or employee who directly or indirectly advised Contractor, any officer, director or management employee of Contractor, or any Person representing Contractor that a particular Person could be used by Contractor to satisfy any goals established in the Contract for the participation of minority, women, disabled or disadvantaged business enterprises. Contractor shall also disclose the date the advice was provided, and the name of such particular Person. Such disclosure shall be made on a form provided by the Department awarding the contract, and the form shall be signed and filed with the Department within five (5) business days after Contractor was so advised. The Department receiving the disclosure form will forward copies to the President and Chief Clerk of Council, and to the Mayor, Finance Director, Procurement Department, and the Department of Records.

27 Survival. The above representations, warranties and covenants shall continue throughout the Term of this Contract and shall survive for one (1) year thereafter; provided, however, that if Contractor is a recipient of financial assistance, Contractor shall be subject to such representations, warranties and covenants for a period of five (5) years after receiving such assistance. In the event said representations, warranties and covenants are, or become, untrue or inaccurate, Contractor shall promptly give notice thereof to the City, specifying the manner in which said representation, warranty or covenant is untrue or inaccurate.

28 Pursuant to Section 17-1406(6) of The Philadelphia Code, the requirements of this subsection 2 do not apply to Contractor if Contractor is a governmental agency or not-for-profit corporation established by the City.

3. APPLICABILITY TO CITY RELATED AGENCIES

3.1 If Contractor is a City-Related Agency, Contractor shall abide by the provisions Chapter 17-1400 of The Philadelphia Code in awarding any contract(s) pursuant to this Contract as though such contracts were directly subject to the provisions of Chapter 17-1400, except that the exception set forth at Section 17-1406(8) of The Philadelphia Code shall apply to Contractor as if Contractor were listed in that subsection.

3.2 Unless approved by the City to the contrary, any approvals required by Philadelphia Code Chapter 17-1400 to be performed by the City Solicitor shall be performed on behalf of a City-Related Agency by its General Counsel; any approvals required to be performed by the Director of Finance shall be performed on behalf of the City-Related Agency by its Chief Financial Officer; and any approvals required to be performed by the Mayor shall be performed on behalf of the City-Related Agency by its Executive Director. Any notices required to be sent under Chapter 17-1400 to designated City officials, shall be sent in electronic form to those designated City officials.

4. REMEDIES

In addition to and not in lieu of the remedies set forth in the Agreement and elsewhere herein, the following remedies provided in Chapter 17-1400 of The Philadelphia Code shall apply:

Pursuant to Section 17-1407, Prohibited Conduct; Penalties; Remedies: No Applicant shall make a material misstatement or omission in the disclosures required by Section 17-1402(1)(b); and no Contractor shall make a material misstatement or omission in the disclosures required by Section 17-1402(1)(e); and no Person seeking Financial Assistance shall make a material misstatement or omission in the disclosures required by Section 17-1404(3)(a). If an Applicant makes material misstatements or omissions in the disclosures required by Section 17-1402(1)(b), or if a Contractor makes material misstatements or omissions in the disclosures required by Section 17-1402(1)(e), such Applicant or Contractor shall be prohibited from entering into any Non-Competitively Bid Contract for a period of from one (1) to three (3) years, and such act shall be subject to a fine of the Maximum Fine Amount, as defined herein. If a Person seeking Financial Assistance makes material misstatements or omissions in the disclosures required by Section 17-1404(3)(a), such act shall be subject to a fine of the Maximum Fine Amount, as defined herein. For purposes of this subsection, the "Maximum Fine Amount" shall be seven hundred dollars (\$700) for violations committed during calendar year 2005; eleven hundred dollars (\$1,100) for violations committed during calendar year 2006; fifteen hundred dollars (\$1,500) for violations committed during calendar year 2007; nineteen hundred dollars (\$1,900) for violations committed during calendar year 2008; and two thousand dollars (\$2,000) for violations committed thereafter.

Disclosure Forms

Directions:

1. Please read the following information regarding the completion of these disclosure forms. Please review the definitions prior to completing any form.
2. Date and initial the top of each form after you have completed it and sign the form on the last page.
3. NOTE: There are two different types of campaign contribution disclosure forms: one for those who are applying as individuals and one for those applying as businesses. Only fill out one type of form. (If you have used a consultant with respect to applying for this RFP you will have to fill out a campaign contribution disclosure form for them as well.)

Getting Started

There are five sets of disclosure forms enclosed in this packet. You must provide information for each disclosure form. The information you must disclose includes:

1. Any contributions (defined as a provision of money, in-kind assistance, discounts, forbearance or any other valuable thing) made during the two years prior to the application submission date for this non-competitively bid contract opportunity;
2. The name of any consultant(s) you used to help in obtaining this non-competitively bid contract and any campaign contributions they have made;
3. Any subcontractors you are planning to use if awarded non-competitively bid contract;
4. Whether a City or Agency employee or official asked you to give money, services, or any other thing of value to any individual or entity; and
5. Whether a City or Agency employee or official gave you any advice on how to satisfy any minority, women, disabled or disadvantaged business participation goals.

More information on Disclosing Campaign Contributions

Applicants must disclose any contributions they made 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

The types of contributions that must be disclosed include:

- Any advance or deposit of money, gift, or any other valuable thing given to a candidate or political committee for the purpose of influencing any election in the Commonwealth of Pennsylvania
- The purchase of tickets for events such as dinners, luncheons, rallies and all other fund-raising events
- Granting of rebates or discounts not available to the general public or rebates by television and radio stations and newspapers not extended on an equal basis to all candidates
- Any payments made on behalf of the candidate not made by either the candidate or their committee

Attribution Rules. In addition to disclosing contributions made directly by the applicant, the applicant will be asked to supply information on other types of contributions. The campaign contribution disclosure forms will include questions that specifically ask for information on these other types of contributions. These contributions will be attributed to the individual or business and will be used to determine the applicant's eligibility to receive a non-competitively bid contract.

Businesses (i.e. corporation, limited liability company, partnership association, joint venture, or any other legal entity) have to disclose contributions made by the following:

- Applicant business
- Parent, subsidiary, or otherwise affiliated entity of the applicant business ("affiliate")
- An individual or business that is then reimbursed by the applicant business or affiliate
- Officers, directors, controlling shareholders, or partners of the for-profit applicant business or for-profit affiliate
- Political action committee controlled by applicant business or affiliate
- Political action committee controlled by officer, director, controlling shareholder, or partner of the for-profit applicant business or for-profit affiliate

Individuals have to disclose contributions made by the following:

- Applicant individual
- Member of individual's immediate family (i.e., spouse, life partner, or dependent child living at home), when contributions are in excess of \$3,000.

In addition to direct contributions to candidates, incumbents, or political committees in the Commonwealth of Pennsylvania, applicants are also required to disclose:

1. Contributions not directly given to a candidate, incumbent, or political committee but made with the intent that the contribution will benefit the candidate, incumbent, or political committee;
2. Solicitation of contributions on behalf of a candidate, incumbent, or political committee, including the hosting of or solicitation at fundraising events (required to disclose details regarding the date of event and amount raised); and
3. Contributions not made directly by the individual/business to a candidate, incumbent, or political committee but furnished by the individual / business (as an "intermediary").

Eligibility Restrictions

Effective as of January 1, 2016, if an individual makes contributions totaling over \$3,000 in one calendar year to a candidate for City elective office or to an incumbent, the individual is not eligible to apply for, or enter into, any Non-Competitively Bid Contract in excess of \$10,000, nor shall said individual be eligible to be a sub-contractor (at any tier) of any such contract during that candidate's or incumbent's term of office. The monetary limits in effect for individuals prior to January 1, 2016 remain in effect for purposes of determining an individual's eligibility during the two year disclosure period prior to the date an individual's application in response to a contract opportunity is due or for determining an individual's continuing compliance during the term of any such contract that is awarded to the individual. For the period February 1, 2006 through December 31, 2007, the contribution limit amount is \$2,500; for the period January 1, 2008 through December 31, 2011, the contribution limit amount is \$2,600; for the period January 1, 2012 through December 31, 2015, the contribution limit amount is \$2,900.

Effective as of January 1, 2016, if a business makes contributions totaling over \$11,900 in one calendar year to a candidate for City elective office or to an incumbent, the business is not eligible to apply for, or enter into, any Non-Competitively Bid Contract in excess of \$25,000, nor shall said individual be eligible to be a sub-contractor (at any tier) of any such contract during that candidate's or incumbent's term of office. The monetary limits in effect for businesses prior to January 1, 2016 remain in effect for purposes of determining a business' eligibility during the two year disclosure period prior to the date a business' application in response to a contract opportunity is due or for determining a business' continuing compliance during the term of any such contract that is awarded to the business. For the period February 1, 2006 through December 31, 2007, the contribution limit amount is \$10,000; for the period January 1, 2008 through December 31, 2011, the contribution limit amount is \$10,600; for the period January 1, 2012 through December 31, 2015, the contribution limit amount is \$11,500.

→ **Note on Eligibility:** If a candidate for any City elective office contributes \$250,000 or more from his or her personal resources to his or her campaign, then the eligibility thresholds for individuals and businesses shall double with respect to contributions to all candidates for that same elective office (i.e. \$6,000 for individuals and \$23,800 for businesses).

Definitions

Affiliate	A parent, subsidiary, or otherwise affiliated entity of a business
Applicant	An individual or business who has filed an application to be awarded a non-competitively bid contract or financial assistance
Business	A corporation, limited liability company, partnership, association, joint venture or any other legal entity (including non-profit organizations) other than an Individual
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 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	A person used by an applicant to assist in obtaining the non-competitively bid contract through direct or indirect communication by such individual or business with any City agency or the organization providing the non-competitively bid contract or any City officer or City employee, if the communication is undertaken by such individual or business in exchange for, or with the understanding of receiving, payment from the applicant; provided, however, that "Consultant" shall not include a full-time employee of the applicant.
Contributions	<p>The provision of money, in-kind assistance, discounts, forbearance or any other valuable thing, during the two years prior to the deadline for the filing of the application for the contract opportunity or financial assistance, to any of the following:</p> <ul style="list-style-type: none"> – a candidate for nomination or election to any public office in the Commonwealth of Pennsylvania; – an incumbent in any public office in the Commonwealth; – a political committee or state party in the Commonwealth; or – a group, committee or association organized in support of any candidate, office holder, political committee or state party in the Commonwealth.
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 of 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 individual or business 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 office
Intermediary	A person, 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
Person	An individual, corporation, limited liability company, partnership, association, joint venture, or any other legal entity
Political committee	Any committee, club, association or other group of persons which receives money or makes expenditures for purposes 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 in support of such event are counted as a contribution made by the host of the event.

Date: _____

Initials: _____

If Applying as an 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. Note that you must provide information for the two years prior to the application deadline.

	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 \$3,000?	<input type="checkbox"/>	<input type="checkbox"/>
Has a member of your immediate family solicited or served as an intermediary for contributions over and above \$3,000?	<input type="checkbox"/>	<input type="checkbox"/>
<i>Check here to certify that no contributions were made.</i>	<input type="checkbox"/>	

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

Date: _____

Initials: _____

If Applying as an Individual:
Campaign Contribution Disclosure Form

For relationship, please indicate whether the contributor was the Individual or Family Member.

Name of Contributor	Relationship <small>(to individual or business completing this form)</small>	Name of Recipient	Date of Contribution	Amount of Contribution

Please use additional pages as needed.

Date: _____

Initials: _____

If Applying as a 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 “non-profit” is an option, indicate whether the business is a non-profit; non-profits are not required to disclose contribution information on these questions. Note that you must provide information for the two years prior to the application deadline.

	Yes	No	Non-Profit
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"/>	
Has an officer, director, controlling shareholder, or partner of the business made any contributions? See note below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Has an officer, director, controlling shareholder, or partner of the business solicited or served as an intermediary for any contributions? See note below.	<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? See note below.	<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? See note below.	<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"/>	
<i>Check here to certify that no contributions were made.</i>		<input type="checkbox"/>	

Note: Applicants must disclose all contributions to candidates or incumbents which are attributed to an immediate family member of an officer, director, controlling shareholder or partner of the for-profit Applicant or the for-profit affiliate of the Applicant. Please disclose the full amount of the contribution, although only the amount above \$3000 may potentially be attributed to the officer, director, controlling shareholder or partner (and, by extension, the Applicant business).

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

Date: _____

Initials: _____

If Applying as a Business:
Campaign Contribution Disclosure Form

For relationship, indicate whether the contributor was the Business, Affiliate, Controlled Political Committee, Controlling Shareholder, Director, Officer, Parent, Partner, Reimbursed Contributor, Solicited Contributor, Subsidiary, or Other.

Name of Contributor	Relationship <small>(to individual or business completing this form)</small>	Name of Recipient	Date of Contribution	Amount of Contribution

Please use additional pages as needed.

Date: _____

Initials: _____

Use of Consultant Disclosure Form

Please list all consultant(s) used in the year prior to the application deadline and the corresponding information for that consultant in the space provided below.

Please note that a Consultant, for the purposes of the required disclosures, is defined as an individual or business used by an applicant or contractor to assist in obtaining the non-competitively bid contract through direct or indirect communication by such individual or business with any City agency, the organization providing the non-competitively bid contract, any City officer/employee, or any officer/employee of the organization providing the non-competitively bid contract, if the communication is undertaken in exchange for, or with the understanding of receiving, payment from the applicant or contractor or any other individual or business (however, "Consultant" shall not include a full-time employee of the Applicant or Contractor).

Check here to certify that no consultant(s) was used in the year prior to the application deadline.	<input type="checkbox"/>
Consultant Name	
Address 1	
Address 2	
City, State, Zip	
Phone	
Amount Paid or to be Paid	
Consultant Name	
Address 1	
Address 2	
City, State, Zip	
Phone	
Amount Paid or to be Paid	
Consultant Name	
Address 1	
Address 2	
City, State, Zip	
Phone	
Amount Paid or to be Paid	
Consultant Name	
Address 1	
Address 2	
City, State, Zip	
Phone	
Amount Paid or to be Paid	

Date: _____

Initials: _____

Consultant: Individual Campaign Contribution Disclosure Form

Use this form if the Consultant used is an Individual. Please read through the directions and definitions before filling out this disclosure form to make sure that each question is answered appropriately and thoroughly. Note that you must provide information for the two years prior to the application deadline.

	Yes	No
Has the Consultant made any contributions?	<input type="checkbox"/>	<input type="checkbox"/>
Has the Consultant solicited or served as an intermediary for any contributions?	<input type="checkbox"/>	<input type="checkbox"/>
Has a member of the Consultant's immediate family made any contributions over and above \$3,000?	<input type="checkbox"/>	<input type="checkbox"/>
Has a member of the Consultant's immediate family solicited or served as an intermediary for contributions over and above \$3,000?	<input type="checkbox"/>	<input type="checkbox"/>
<i>Check here to certify that no contributions were made.</i>	<input type="checkbox"/>	

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

Date: _____

Initials: _____

Consultant: Individual Campaign Contribution Disclosure Form

Use this form if the Consultant used is an Individual. For relationship, indicate whether the contributor was the Individual or Family Member.

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

Please use additional pages as needed.

Date: _____

Initials: _____

Consultant: Business Campaign Contribution Disclosure Form

Use this form if the Consultant used is a Business. 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 “non-profit” is an option, indicate whether the business is a non-profit; non-profits are not required to disclose contribution information on these questions. Note that you must provide information for the two years prior to the application deadline.

	Yes	No	Non-Profit
Has the Consultant business made any contributions?	<input type="checkbox"/>	<input type="checkbox"/>	
Has the Consultant 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 the Consultant business made any contributions? See note below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Has an officer, director, controlling shareholder, or partner of the Consultant business solicited or served as an intermediary for any contributions? See note below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Has an affiliate of the Consultant business made any contributions?	<input type="checkbox"/>	<input type="checkbox"/>	
Has an affiliate of the Consultant business solicited or served as an intermediary for any contributions? See note below.	<input type="checkbox"/>	<input type="checkbox"/>	
Has an officer, director, controlling shareholder, or partner of a for-profit affiliate of the Consultant business made any contributions? See note below.	<input type="checkbox"/>	<input type="checkbox"/>	
Has an officer, director, controlling shareholder, or partner of a for-profit affiliate of the Consultant business solicited or served as an intermediary for any contributions?	<input type="checkbox"/>	<input type="checkbox"/>	
Has the Consultant 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 the for-profit Consultant business, or of a for-profit affiliate of the Consultant 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 Consultant 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 Consultant business, or of a for-profit affiliate of the Consultant business, made any contributions?	<input type="checkbox"/>	<input type="checkbox"/>	
<i>Check here to certify that no contributions were made.</i>		<input type="checkbox"/>	

Note: Consultants must disclose all contributions to candidates or incumbents which are attributed to an immediate family member of an officer, director, controlling shareholder or partner of the for-profit Consultant or the for-profit affiliate of the Consultant. Please disclose the full amount of the contribution, although only the amount above \$3000 will be attributed to the officer, director, controlling shareholder or partner (and, by extension, the Consultant business).

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

Date: _____

Initials: _____

Consultant: Business Campaign Contribution Disclosure Form

Use this form if the Consultant used is a Business. For relationship, indicate whether the contributor was the Consultant Business, Affiliate, Controlled Political Committee, Controlling Shareholder, Director, Officer, Parent, Partner, Reimbursed Contributor, Solicited Contributor, Subsidiary, or Other.

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

Please use additional pages as needed.

Use of Subcontractor Disclosure Form

Please list all subcontractor(s) you are planning to use if awarded this non-competitively bid contract by filling out the appropriate information in the space provided below.

Check here to certify that no subcontractor(s) are to be used.	<input type="checkbox"/>
Subcontractor Name	
Address 1	
Address 2	
City, State, Zip	
Phone	
Amount Paid or to be Paid, or Percentage to be Paid	
Subcontractor Name	
Address 1	
Address 2	
City, State, Zip	
Phone	
Amount Paid or to be Paid, or Percentage to be Paid	
Subcontractor Name	
Address 1	
Address 2	
City, State, Zip	
Phone	
Amount Paid or to be Paid, or Percentage to be Paid	
Subcontractor Name	
Address 1	
Address 2	
City, State, Zip	
Phone	
Amount Paid or to be Paid, or Percentage to be Paid	

Employee Request Form

Please list any City employees or officers or employees/officers of the organization providing the non-competitively bid contract who have asked you (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 contributions as defined above) during the two years prior to the application deadline.

Check here to certify that no City employees/officers or employees/officers of the organization providing the non-competitively bid contract have asked you (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 contributions as defined above) during the two years prior to the application deadline.	<input style="width: 30px; height: 20px;" type="checkbox"/>
Employee 1	
Name of Employee/Officer	
Title	
Money Services, or Thing of Value Requested	
Money, Services, or Thing of Value Given (If none, write "none")	
Date Requested	
Date of Payment	
Employee 2	
Name of Employee/Officer	
Title	
Money Services, or Thing of Value Requested	
Money, Services, or Thing of Value Given (If none, write "none")	
Date Requested	
Date of Payment	
Employee 3	
Name of Employee/Officer	
Title	
Money Services, or Thing of Value Requested	
Money, Services, or Thing of Value Given (If none, write "none")	
Date Requested	
Date of Payment	

Employee Participation Advice Disclosure Form

Please list any City or Agency employees or officers employees/officers of the organization providing financial assistance who gave you (the Applicant), any officer director, or management employee of the Applicant, or any person representing the Applicant advice that a particular individual or business could be used by the Applicant to satisfy any goals established in the contract or financial assistance agreement for the participation of minority, women, disabled, or disadvantaged business enterprises during the two years prior to the application deadline.

Check here to certify that no City or Agency employees/officers or employees/officers of the organization providing the non-competitively bid contract (the Applicant), any officer director, or management employee of the Applicant, or any person representing the Applicant advice that a particular individual or business could be used by the Applicant to satisfy any goals established in the contract or financial assistance agreement for the participation of minority, women, disabled, or disadvantaged business enterprises during the two years prior to the application deadline.	<input style="width: 30px; height: 20px;" type="checkbox"/>
Name of Employee/Officer	
Title	
Date of Advice	
Individual or Business Recommended to Satisfy Participation Goals	
Name of Employee/Officer	
Title	
Date of Advice	
Individual or Business Recommended to Satisfy Participation Goals	
Name of Employee/Officer	
Title	
Date of Advice	
Individual or Business Recommended to Satisfy Participation Goals	
Name of Employee/Officer	
Title	
Date of Advice	
Individual or Business Recommended to Satisfy Participation Goals	

Signature

In order for the submission of these disclosure forms to be considered valid, they must be properly signed below by the Applicant. The forms may not be signed by anyone other than the Applicant or an authorized officer or employee of the Applicant. **Disclosure forms that are not signed will be rejected.** By signing your name and title in the signature space below, you, as the Applicant, signify your intent to sign these disclosure forms. **Someone other than the proper signatory may not provide another's signature.** The signatory hereby declares and certifies themselves to be the Applicant or are employees or officers of the Applicant duly authorized to execute these disclosure forms, and represents and covenants that all of the information and disclosures provided to the best of their knowledge and after appropriate inquiry are true and contain no material misstatements or omissions. Breach of such representation and covenant may render any non-competitively bid contract voidable and entitle the City (or Agency) to all rights and remedies provided by law or equity.

If these disclosure forms are being submitted by an INDIVIDUAL, PARTNERSHIP, LIMITED LIABILITY COMPANY OR MANAGED LIMITED LIABILITY COMPANY, or any other legally formed entity except a corporation (see below) sign the disclosure forms here, with a signature by either the Individual, Owner, Partner, Member or Manager. If the disclosure forms are not signed by the above mentioned, by signing in as the Authorized Signatory below, you hereby certify that you are authorized to sign in place of such officers:

Signature

Date

Name

Title

If these disclosure forms are being submitted by a CORPORATION, sign the forms here, with signatures by (a) President or Vice-President of the corporation AND (b) Secretary, Assistant Secretary, Treasurer or Assistant Treasurer of the corporation. If the disclosure forms are not signed by the above mentioned, you hereby certify that you are authorized pursuant to a certified corporate resolution to sign in place of such officers.

Signature

Date

Name
specify

President/Vice President, if other, please

Signature

Date

Name
Treasurer

Secretary/Asst. Secretary/Treasurer/Asst.

If other, please specify

APPENDIX F - CITY OF PHILADELPHIA TAX AND REGULATORY STATUS AND CLEARANCE STATEMENT FOR APPLICANTS

THIS IS A CONFIDENTIAL TAX DOCUMENT NOT FOR PUBLIC DISCLOSURE

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

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

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

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

Authorized Signature

Date

Print Name and Title

* You can apply for a City of Philadelphia Business Income and Receipts Tax Account Number or a Commercial Activity License on line after you have registered your business on the City’s Business Services website located at <http://business.phila.gov/Pages/Home.aspx>. Click on “Register” or “Register Now” to register your business.

APPENDIX G – LOCAL BUSINESS ENTITY OR LOCAL IMPACT CERTIFICATION

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

Applicant Name: _____

Local Business Entity Certification

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

I. During the preceding 12 months, Applicant has filed a Commercial Activity or Business Privilege tax return with the City establishing that Applicant conducted business within the City within the calendar year preceding the filing of the return; and

II. During the preceding 18 months, Applicant:

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

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

C. Satisfies at least one of the following requirements (*Check those applicable to Applicant*):

___(1) More than half of Applicant’s full-time employees work in the City at least 60% of the time;

___(2) More than 50 of Applicant’s full-time employees work in the City at least 60% of the time; or

___(3) Applicant’s principal place of business is located in the City.

Local Impact Certification

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

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

Authorized Signature

Date

Print Name and Title

Philadelphia Housing Development Corporation

Request for Proposals for the Arches Cultural Heritage Inventory and Management Software Project

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APPENDIX H - TAX STATUS VERIFICATION REQUEST

Taxpayer Name: _____ Date: _____

Taxpayer Trading As: _____

Home Address: _____

Business Address: _____

1. Are you a Registered Taxpayer? Yes [] No []
If so, Philadelphia A/C #
Social Security Number
-

2. Identify all of your subsidiaries and affiliates:
-

3. Are you or any of your subsidiaries or your affiliates presently delinquent in any City of Philadelphia School District Taxes, business taxes and/or others taxes? Yes [] No []
If so, what tax(es) and amount(s) owed:
-

4. Are you or any of your subsidiaries or affiliates presently delinquent in Water and Sewer Charges and/or Philadelphia Gas Works Payments? Yes [] No []
If so, amount(s) owed:
-

5. Have you or any of your subsidiaries or affiliates been sued by the City of Philadelphia? Yes [] No []
If so, list date and nature of law suit(s):
-

6. Are you or any of your subsidiaries or affiliates involved in any other business activity? If so, list company name and describe activity: Yes [] No []
-

7. Do you or any of your subsidiaries or affiliates own real estate? Yes [] No []
If so, list address (es) here or 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 falsifications to authorities.

Name: _____

Signature: _____ Date: _____