

# Request for Proposals (RFP)

**MOVING / RELOCATION SERVICES**  
For  
**PHILADELPHIA POLICE HEADQUARTERS  
& OTHER PUBLIC SAFETY RELATED OFFICES**  
To  
**Philadelphia Public Services Building  
400 N. Broad Street  
Philadelphia, PA 19130**

*February 18, 2021*

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# 1. PROJECT OVERVIEW

The Philadelphia Redevelopment Authority (“PRA”) of behalf of the City of Philadelphia (“City”) invites proposals from qualified local union professional moving companies (hereinafter called “MOVER”) to provide moving and relocation services for the City of Philadelphia Public Safety Offices (“TENANT”) from eight (8) off-site locations to occupy eight (8) floors of the Philadelphia Public Services Building (PPSB) located at 400 N. Broad Street in Philadelphia, PA. Office and work spaces for approximately 1,308 City of Philadelphia public safety employees will be relocated as part of this project. IEI Group has been retained by the City to manage all aspects of the move/relocation services. The successful Bidder will be contracted directly to the PRA. Payments to the successful Bidder/MOVER shall be made by the PRA.

The PRA will be soliciting a separate Request for Proposal for Move Services related to the Move/Relocation of the City of Philadelphia Medical Examiner’s Office (“MEO”). Together these City departments will comprise the major tenants of PPSB. This RFP is solely for move/relocation services for the Public Safety Offices as listed below:

List of Buildings (“ORIGIN”)	# of Occupants to Move
• Roundhouse, 750 Race Street	613
• FCC, 240 Spring Garden Street (Fire Command Center)	9
• 9th District, 401 N. 21st Street	117
• 6th District, 235 N. 11th Street	38
• Detective Headquarters, 4000 N. American Street	10
• Civil Affairs, 660 W. Erie Avenue	28
• 39th District - Recruitment, 2201 W. Hunting Park Avenue	42
• Grants Management, 2838 Woodhaven Road	13
• 911 Communications Center / Roundhouse, 750 Race Street	292
Shared Second/Third Shifts	146
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	<b>Total: 1,308</b>

The move will consist of boxes and equipment. At this time, we estimate the following items needed. These quantities will need to be verified by the movers. The below is an estimate of materials at this time.

1. **Private Offices:** Typical 5 to 10 crates, per office
2. **Workstations and Shared Stations:** 2 to 3 crates per employee (50 shared workspaces)
  - a. 911 Supervisor Workstations: 3 to 5 crates per supervisor station (rotating shifts per block)
3. **Common File Areas:** NO basic furniture or cabinets will be relocated to the new site. A percentage of specialty cabinets ONLY will need to be relocated by the movers. Packing assistance will be required for ALL Central File areas.

Contents from the original location include, but are not limited to, certain specified furniture, office contents, files high-density shelving units, equipment, safes, display cases, memorial and historic objects, and plaques. A description of items from the various locations are included in this document under *Exhibit F “Equipment Lists.”*

The move will take place during both normal and after hour shifts. 60% of the move will take place during normal hours and 40% is estimated during after-hours or weekends. IEI Group and Tenant anticipates this move will be done in multiple phases as outlined in *Exhibit G “Occupancy Schedule” from June 2021 to August 2021.* At this time, we have estimated the move to take three (3) months, or sooner, to complete. The PRA would like to work with the successful bidder to consolidate and shorten this timeframe if possible. A Final Move Schedule will be developed with the successful bidder, IEI Group, and the Tenant(s).

## 2. SCOPE OF SERVICES

The City of Philadelphia will move **approximately 1,308** positions from a total of eight different locations into eight floors of the PPSB building located at 400 North Broad Street in Philadelphia, PA (“DESTINATION”).

### A. GENERAL REQUIREMENTS

The MOVER will be responsible for providing the following moving services and equipment:

1. MOVER shall be responsible for providing sufficient resources to meet the Move Schedule, and:
  - a. Packing of files, storage rooms, supply rooms, and other specialty rooms in accordance with the Move Schedule.
  - b. The amount of time required packing, moving and placing all contents and office equipment in accordance with the Move Schedule.
  - c. The amount of time required disassembling furniture, e.g., shelving, filing, etc., in accordance with the Move Schedule.
2. MOVER shall be responsible to move from ORIGIN(s): personal contents of individuals’ desk or workstation (packed by department staff) and placed as specified at DESTINATION by MOVER and then unpacked by staff.
3. MOVER shall be responsible for providing a cost to pack and unpack files, libraries, supply, and storage room items identified by IEI Group/Tenant’s Representative.
4. MOVER shall be responsible for the disassembly and reassembling of certain specified furniture and furnishings identified by IEI Group/Tenant in this document under Exhibit F.
5. MOVER shall be responsible for providing all appropriate packing materials, e.g., boxes, plastic crates, containers, file folder rods, book carts, C-bins, labels, tape, bubble wrap, protective blankets and sheets for fragile items, move tags and labels, move placards, shrink wrap, other bins, carts, etc. and any other materials necessary to complete the move.
6. MOVER will provide proper panel carts, hand trucks, dollies and miscellaneous moving equipment of sufficient size and quantity to handle the relocation of furniture and equipment. All equipment shall be in proper working order. All items, whose dimensions may require careful maneuvering through doorways, corridors, etc., must be properly padded in advance to reduce the hazard of marring or scratching either the premises or the items being moved.
7. MOVER shall provide, as required, special office machine containers, carriers and shrink-wrap for the transportation of office equipment including, but not limited to, computers, copiers, fax machines, typewriters, and all other office equipment and machinery.
8. MOVER shall be responsible for preparing for and moving all office equipment identified during the Pre-Proposal Meeting. See Exhibit F for details.
9. MOVER shall provide special packing material for delicate and/or fragile items, e.g., plants and pictures.
10. MOVER shall be responsible for the proper placement of all furniture and equipment in accordance with specific instructions from IEI Group/Tenant prior to move.
11. MOVER’S supervising staff shall be present at ORIGIN locations and DESTINATION locations at all times to ensure proper moving flow. At no time shall any items be left unattended at a location or in transit.

12. MOVER shall be responsible for inspecting the ORIGIN and DESTINATION locations to establish loading and unloading site conditions. IEI Group and/or Tenant and/or its representatives will provide Point of Contact at the site to the MOVER.
13. MOVER shall be required to meet with IEI Group, and the Tenant and/or representatives as needed prior to all move phases and after each move to review plans, schedules, and other move-related issues. Move supervisor shall work directly with IEI Move Managers to ensure proper placement of all moving materials as per move plan and at final closeout for the project.
14. IEI Group and/or Tenant and/or its representatives shall be responsible for preparing and placing placards at DESTINATION locations prior to each move to ensure proper flow of equipment and contents, and for easy access to spaces by personnel after each move.
15. MOVER shall be responsible for participating in a pre-move walk-through at ORIGIN and DESTINATION (for each move) prior to the delivery of equipment and contents for the purpose of inspecting the spaces for damage incurred prior to the physical move.
16. MOVER shall be responsible for protecting floor, door, and wall finishes on all tenant floors including elevators, elevator doors, frames, hold-open doors and office entrances, at all ORIGIN locations as well as at the DESTINATION.
17. MOVER shall be responsible for participating in post-move inspection with IEI Group and the Tenant. Move Supervisor to assist IEI Managers with post-move punch list and implementation.
18. MOVER shall be responsible for clean-up activities immediately after each move. These activities shall include equipment removal, carton pick-up from each occupied floor and removal of waste generated during the move process.
19. MOVER shall be responsible for the overall management of the move process with oversight by IEI Group and the Tenant.
20. MOVER shall include in its pricing all cost for stackable crates, with dividers and secure tie wraps (quantities to be determined). All mobile book carts shall be properly sealed and secured prior to transportation and any other movable equipment needed for the move. All equipment shall be wrapped and secured prior to transportation to destination. Any and all crates and materials shall be secured by the designated Move Superior prior to loading and upon unloading.
21. MOVER shall provide a drop-off location for all boxes on each floor. All boxes shall be picked up and credited to the City after the move. All torn, damaged or unusable boxes or crates shall be removed off site by the designated moving crew.
22. Move supervisor shall work directly with IEI Move Managers to ensure proper placement of all moving materials as per move plan.
23. MOVE supervisor will distribute tags and install placards tags noting the destination location and number of boxes, per person while a mover follows behind to deliver boxes or crates. Crate staging and distribution shall be confirmed for each department by the designated Department Move Coordinator. All moving tags and placards to be generated and printed by MOVER prior to move prep meetings, per IEI Move Manager's Standards. Movers to coordinate directly with IEI Move Manager prior to distribution.

## **B. SPECIFIC REQUIREMENTS FOR THE POLICE HEADQUARTERS AND PUBLIC SAFETY OFFICE(S) MOVE**

The MOVER will be responsible for providing the following specific moving services:

1. MOVER shall be responsible for moving Specialty Equipment, Artwork & Memorial, Graphic Arts/ID Machines, such as:
  - a. Large-scale plotters and printers shall be moved by Bidder and decommissioned by Others, a City-contracted third party.
  - b. Movers shall dismantle, pack, relocate and reinstall lobby displays/memorial statues and various art pieces from the Roundhouse location (as per Public Property's instructions). See attached table and photos in *Exhibit F*.
2. MOVER shall be responsible for moving Flags:
  - a. All city, state and federal flags shall be properly handled, based on flag etiquette and the U.S. flag code for relocation purposes.
3. MOVER shall be responsible for developing and generating directional signage and placards for distribution prior to all move phases.
4. MOVER shall establish a Command Center/Lost and Found staging location on the 5<sup>th</sup> Floor of the PPSB. All unidentified items shall be staged on the 5<sup>th</sup> Floor, move supervisor(s) shall immediately notify IEI Move Manager of any item placed on the 5<sup>th</sup> Floor. Provide an electronic log of items, listing identifiable contents. Log shall be updated and sent to the IEI Move Manager upon request.
5. We estimate at this time that a typical timeframe for a move may include one day of move preparation and one day of post move for each phase. Movers are responsible for determining accurate timeframes needed for each move phase. Most moves will occur during normal day shift hours, excluding dual occupancy departments, such as Records and Identification.
6. MOVER shall support the Tenant's move of all central file cabinets and shelving units. MOVER shall pack and unpack contents on a shelf per shelf basis and provide a loading sequence for all book carts, designated by the appointed City Move Coordinators. Personal confidential information will be supervised during the move operations. All carts shall be properly wrapped and secured throughout the relocation process.
7. All employees of the MOVER that participate in the actual move and have access to ORIGIN / DESTINATION sites will be subject to criminal screening by the PA Criminal Background Check system as required by the Philadelphia Police Department. All cost for screening shall be bore by the successful Bidder.
8. **Add Alternates**
  - a. All Bidders are to provide pricing for moving the following item as a separate line item.
    - i. Relocation of Existing Gym Equipment
      - Relocation of 800 SF of exercise equipment from the 9<sup>th</sup> District Basement to the PPSB basement at 400 N. Broad Street
      - Relocation during normal hours

#### A. GENERAL CONDITIONS/SPECIFICATIONS

1. In order to make on-site inspection of the ORIGIN or DESTINATION for any reason, and to establish unloading and loading terms and conditions prior to submitting a proposal, MOVER should contact the following person: Erin Kindt, Design & Construction Project Manager with the City of Philadelphia, via email at erin.kindt@phila.gov.
2. MOVER shall be responsible for verification of all conditions and dimensions affecting their work prior to submitting Proposals.
3. Any equipment that has fixed plumbing or electrical connections will be disconnected by others prior to the move. This would include the emptying of photocopying, printing and other special equipment, etc., which may have noxious or spillable contents.
4. The MOVER shall maintain clear circulation when boxes are being packed and unpacked to prevent fire hazards and always maintain clear pathways for egress.
5. In entering, passing through, or working in any space in any building in the performance of the work, the MOVER shall furnish and maintain proper protection for any and all floors, ceilings, walls, fixtures, equipment, furniture, and/or other property of the TENANT or other parties. Special attention must be given to flooring or wall covering which is generally fragile and susceptible to damage.
6. The MOVER shall protect all building finishes from damage and shall pay the cost of repairing any damage to the building or property caused by delivery or installation of materials. The MOVER shall be responsible for contacting the appropriate party whose work was damaged for the repairs. The PRA and Tenant have the right to withhold payment to MOVER until disputed items are resolved.
7. In advance of each move date, IEI Group will provide MOVER with move drawings of ORIGIN and DESTINATION buildings, or an itemized list of each specialty room and area into which items are being moved, showing the location of all items including equipment and furniture, etc.
8. **Coordination:**  
The MOVER shall be responsible for the complete coordination of all work under this Contract. The MOVER shall coordinate her/his work with IEI Group and the Tenant.
9. **Tenant's Changes During Proposal Period:**  
Prior to awarding the Contract, the PRA and the TENANT or her/his Representative reserves the right to make changes in the specifications or work to be included by the issuance of an Addendum which shall be included in the work covered by the Proposal and which will become part of the Contract.  
  
Any Addendum issued prior to the opening of the Proposals for the purpose of changing the intent of the specifications or drawings, or clarifying the meaning of the same, shall be binding in the same way as is written in these Specifications.
10. **Changes in the Work:**  
The PRA and the TENANT or her/his Representative, without invalidating the Contract, may order extra work or make changes by altering, adding to, or deducting from the work required by the Contract Documents, with the contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract, except that any claim for extension of time cause thereby shall be adjusted at the time of ordering such change. Materials and workmanship of additional work shall conform to that in the original Specifications.

Change Orders will be issued in numerical sequence for each separate change approved by IEI Group and the City of Philadelphia Department of Public Property, and will indicate:

- a. Nature and extent of work added or deleted
- b. Value of work added or deleted
- c. Adjustment of time schedule, if any.

The value of any such extra work or work deleted shall be determined by the Net Unit Prices detailed in the Contract.

**11. Other Work:**

- a. All City-owned copiers are to be moved by MOVERS.
- b. Others will disconnect telephone, printers, computers, and other office electronics. Movers will be responsible to safely relocate office electronics.
- c. Pictures, bulletin boards, etc. will be removed from walls or surfaces and packed by others and will be moved by MOVERS but installed by others.

**B. SITE CONDITIONS**

1. At ORIGIN, a designated elevator will be available for all moves. At DESTINATION, the freight elevator will be available for all moves from the Basement to the Fourth Floors, and one (1) designated Main Lobby Elevator will be made available for moves to the Fifth through Seventh floors. Use of multiple passenger elevators will **not** be permitted.
2. MOVER shall make arrangements for parking, street or lane closing, or other traffic related to streets and loading or unloading conditions and shall obtain the necessary permits for it from any and all authorities having jurisdiction over usage.
3. MOVER shall provide wall and floor protection for the main lobby from the front door to the elevators as well as any millwork at entrances to each floor space, hold open doors, etc. Use of Masonite or other products must not stain or mar finishes. No penetrations will be allowed through finished surfaces. No non-construction type of tape will be used on carpet or walls.
4. IEI Group and TENANT's personnel will arrange for operation of elevators unless otherwise advised.
5. MOVER will **not** have exclusive use of assigned elevator(s) during all of moves.
6. MOVER will be provided with a staging area in the building to store all materials and equipment for use throughout the move schedule.



### A. INSTRUCTIONS

1. The MOVER shall show evidence of current license to do business in The City of Philadelphia and Commonwealth of Pennsylvania.
2. Each MOVER, when submitting their Proposal, must be certain to include cost of insurance and all other costs required to complete the work.

#### 3. Pre-Proposal Conference

To qualify for this bid, you are required to send a representative of your company to a pre-proposal conference as scheduled and indicated in *Section 7 "RFP Schedule of Events."* At that time, a walk-through of the ORIGIN locations and DESTINATION location may take place.

#### 4. Examination of Site

It shall be understood that the MOVER is to make arrangements with Erin Kindt of the Department of Public Property, via email at erin.kindt@phila.gov, for access to the project site, utilities, storage space, schedule of operations, etc. It shall also be understood that each Bidder has carefully examined the Request for Proposal, the Contract Documents, and any other documents referred to therein, and thoroughly understands the condition(s) under which work will be performed.

Please contact Erin Kindt should you need to discuss means of egress, elevator scheduling procedure, appropriate covering to protect elevator during usage, and on-site labor conditions, rules and regulations, prior to formulating your bid.

No plea of ignorance of conditions that exist, or difficulties encountered in the execution of work under these Contract Documents will be accepted as an excuse:

- a. For any failure of omission on the part of the MOVER to fulfill in every detail all of the requirements of the Contract Document.
  - b. Or will be accepted as a basis for any claim whatsoever for extra compensation or for any extension of time.
5. **Modification or Withdrawal of Proposal**

No modifications or explanation of any Proposal will be allowed after same is delivered to the Philadelphia Redevelopment Authority and City of Philadelphia, Department of Public Property.

#### 6. Contract Assignment

The MOVER shall not assign the whole or any part of this Contract or any moneys due or to become due thereunder without written consent of the Philadelphia Redevelopment Authority and City of Philadelphia, Department of Public Property or their Representative and any such attempted assignment without written consent shall be null and void. In case the MOVER properly assigns all or any part of any moneys due or to come due under this Contract any and all instruments of assignment shall contain a clause substantially to the effect, that it is agreed that the right of the assignee in and to any moneys due or to become due to the MOVER shall be subject to prior claims. Claims of all person, firms, and corporations for services rendered and/or materials supplied for the performance of the work called for in this Contract.

#### 7. Qualifications of Movers

IEI Group and the City of Philadelphia, Department of Public Property shall approve the qualifications of an acceptable MOVER. The Mover shall be a "Class A" Mover, generally meaning that the moving company shall have experience with large-scale moves that occur in phases.

The MOVER shall have sufficient operating funds to rent any equipment necessary, such as hoists, lifts, dollies, pallets, carts, conveyors and any special equipment that will be required to adequately and sufficiently complete the work.

## 8. Award Process

- a. Bids will be reviewed by the Philadelphia Redevelopment Authority and City of Philadelphia Department of Public Property and/or her/his Representative as may be required.
- b. A contract will be negotiated between the Philadelphia Redevelopment Authority and City of Philadelphia, Department of Public Property and Bidder. Work will begin as required to meet the project timeframe upon receipt of award. However, the contract is between Philadelphia Redevelopment Authority and the successful Bidder.

## 9. Proposal Submission

- a. Unless deemed to be in the interest of the Tenant, no Bid will be considered which is not based on this RFP and all documents described herein. It will be construed that any Bid submitted to the PRA and City is submitted in complete compliance with the RFP unless otherwise noted by the Bidder. The PRA and City further reserves the right to waive or reject any informality on any Bid.
- b. By submitting a Bid, the Bidder covenants and agrees that she/he has read and understood the RFP/Bidding Documents; she/he has visited the project site, and has familiarized themselves with the local conditions and the building variables, under which the work is to be performed. That she/he fully understands her/his obligations; and that she/he will not make any claim for or have right to cancellation of her/his Bid because of any misunderstanding or lack of information. The Bidder further covenants and agrees that the bid has been arrived at independently and is submitted without collusion.
- c. Award will be based on all information submitted as required by this RFP. Award will not be based on cost alone. Award will be offered to the qualified and responsive Bidder whose overall Bid appears most advantageous to the interest of the Tenant or her/ his Representative.
- d. The PRA and City reserves the right to reject any or all Bids. The PRA and City reserves the right, for any reason, to award to any qualified and responsible Bidder deemed to best serve the interests of Tenant. In case of tie bids, the PRA and City shall have the right to award to the Bidder deemed to best serve the interest of Tenant.
- e. The Bidder must comply with local, state and federal laws, rules and regulations applicable to this RFP and to the Work to be done thereunder.
- f. Bidders are responsible for pricing and ultimately providing the specified scope of Work. Bidders must immediately notify the PRA and City, if the RFP is not clear, inconsistent, and/or the Bidder cannot provide the specified complete Work.
- g. Bidder shall carefully study the RFP, shall examine the project site and local conditions, shall review the related work and shall immediately notify the PRA and City of any errors, inconsistencies or ambiguities discovered.
- h. PRA will accept questions and requests for additional information directed in writing to [RFP@phdc.phila.gov](mailto:RFP@phdc.phila.gov) up to **3:00 PM on March 4, 2021** Questions, responses, and additional information will be posted on PHDC's Website within **3 business days** of this date.

- i. Interpretations, corrections and changes to the RFP will be made via IEI Group, the City, and the PRA. No other interpretations, corrections or changes will be binding.
- j. Details and information presented with this RFP are for common reference only and are not to be interpreted as limiting in scope and shall establish the minimum standard acceptable to the Tenant or his Representative. All Bids must be responsive to all available information. If there is a conflict within this RFP, the more stringent requirement applies.

#### 10. Payment

Upon receipt of the MOVER's written notice that the work is ready for final inspection and acceptance, IEI Group, the Department of Public Property, and/or TENANT will make such inspection. The PRA on the recommendation of IEI Group may withhold some portion of payment to such an extent as may be necessary to protect the TENANT from loss on account of:

- a. Defective work not remedied.
- b. Claims filed or reasonable evidence indicating probable filing of claims.
- c. Claims filed or reasonable evidence indicating probable failure of the MOVER to make payments properly to Sub-movers, manufacturers, or suppliers for materials or labor.
- d. A reasonable doubt that the Contract cannot be completed for the balance then paid.
- e. Defaults of the MOVER in the performance of the terms and/or conditions of the Contract or in the performance of such terms and/or conditions.

One original of each invoice, including corresponding manpower timesheets from the MOVER shall be directed to IEI Group to the address below, for approval:

Angela Leva  
Move Manager  
IEI Group  
428 N. 2<sup>nd</sup> Street  
Philadelphia, PA 19123

#### 11. Right to Terminate Contract

See *Exhibit H "General Terms and Conditions,"* paragraph E. Termination and Suspension

#### 12. Delays

The MOVER will be responsible for compliance with the Move Schedule as defined herein. Mover shall notify Tenant in writing identifying any delays. Should the Mover be delayed in the undertaking or completion of the work by the act, neglect, or default of the Tenant; If any other MOVER employed by the PRA/Tenant upon or during the work, or of any damage caused by fire or other casualty for which the MOVER is not responsible; Or if delays result from some combined action of workers in no way caused by or resulting from default or collusion on the part of the MOVER; Then the time fixed for the completion of the work shall be extended for a period equivalent to the time lost. This is by reason of any or all of the causes aforementioned.

#### 13. Delay – Liability

The MOVER agrees that, if the MOVER shall delay the progress of the work so as to cause loss for which the Tenant or her/his Representative shall become liable, then the MOVER shall reimburse the Tenant or her/his Representative for such loss. The MOVER shall perform all relocation work in the time specified. The detailed relocation schedule will be resolved between the MOVER and IEI Group/Tenant.

#### 14. Removal of Violations

The MOVER shall, at her/his own expense, remove any and all safety violations relating to the work specified herein which may be placed against the property.

**15. Separate Contracts**

The PRA, IEI Group and City or her/his Representative reserves the right to let other contracts in collection with this work and to permit its tenants, licensees, grantees, assignees, etc., to do likewise. The MOVER shall afford other MOVER's reasonable opportunity for the introduction and storage of their material and the execution of their work and shall properly collect and coordinate her/his work with theirs.

**16. Smoking Policy**

Smoking is not permitted within the perimeter of the facility nor within 20 feet of any entrances per City of Philadelphia ordinances.

**17. Tenant's Right to do Work**

If the MOVER should neglect to perform the work properly or fail to perform any provision of this Contract; IEI Group and the Tenant or her/his Representative, after three days written notice to the MOVER, without prejudice to any other remedy it may have, may deduct the cost thereof from the payment then or thereafter due to the MOVER.

**18. Utilities and Use of Elevator Services**

The MOVER shall make arrangements for all necessary services including elevator service and for all necessary utilities including use of toilet facilities within the ORIGIN and DESTINATION building with IEI Group, the Department of Public Property and the Tenant.

**19. Vehicles and Padding**

Various types of vehicles used during the course of the Move will be equipped with security belts, sufficient padding and cushioning material to properly wrap and protect items being moved. Vehicles will be of sufficient capacity to affect a cost-effective move.

### PROPOSAL FORMAT

All proposal submissions must follow this format:

#### A. Technical Proposal

1. Project Understanding
  - a. Demonstrate your understanding of the project
  - b. Describe your project approach and move process, and explanation of how you plan to protect the new PPSB
  - c. Identify how you mitigate problems in your process
2. Key Personnel
  - a. Identify key team members, including primary contact for this project and Move Supervisor(s):
    - Individual(s) who will be on site or accessible throughout this move
    - Describe their move supervision, including their specific involvement during the process
    - Provide 3 references for your Move Supervisor(s)
  - b. Provide roles and resumes for key personnel and describe their experience on similar projects.
3. Firm Experience
  - a. Describe the firm's qualifications with this type of move
  - b. Provide at least 3 similar projects completed within the last five (5) years, with references.
4. Required Procurement Documents
  - a. Include all information requested in this RFP's *Section 6: Deliverables*
5. Comprehensive Move & Logistics Plan
  - a. Provide a complete move plan based on the provided Occupancy Schedule provided in Exhibit G
  - b. Provide an Initial Move Schedule based on the list of ORIGIN locations identified on page 1, in the sequential order listed and showing each activity including but not limited to pre-move and logistics meeting, pre-move issuance of packing materials & labels, installation of protections at origin and destination locations, packing of Tenant's property, assemblage of Tenant's property for moving at ORIGIN, transporting of Tenant's property, assemblage of Tenant's property at destination, distribution of Tenant's property to assigned destination rooms, workstations and/or spaces; collection of moving materials, disassembling of protection at both origin and destination locations and cleanup of areas affect by the move and the post-inspection with IEI Group. The Initial Move Schedule will be used to develop the Final Move Schedule that will be reviewed and approved by IEI Group and the Tenant.

#### B. Pricing Proposal

1. Submit fees using the Pricing Proposal: Cost Summary sheet provided in *Exhibit A "Pricing Proposal,"* to be submitted in a separate envelope.
2. Proposals must clearly include the following:
  - a. Completed cost summary per attached format shown in Exhibit A
  - b. Cost for moving cartons and color-coded labels
  - c. Rates per additional truckload based on truck size and crew. Provide a daily rate per crew size with each different equipment option available.

- d. Any additional costs incurred by the MOVER not authorized by the TENANT or her/his Representative shall be the sole responsibility of the MOVER and shall not be invoiced to the TENANT or her/his Representative.
  - e. Policy on returned moving cartons.
3. Each MOVER, when submitting their proposal, must be certain to include cost of insurance and all other costs.

## PROPOSAL SUBMISSION

Responses will only be accepted through an Online Submission – via the electronic portal on PHDC's website: <http://www.phdcphila.org>;

## 6. DELIVERABLES

PPSB

Bidders must submit their proposals following the format and requirements as outlined in Section 5 of this RFP. Pricing must be provided using the **Pricing Proposal: Cost Summary** sheet provided in Exhibit A. No modifications may be made to this form. This is to be submitted in a separate sealed envelope clearly labeled with the Bidder's name, the name of this RFP, and "Pricing Proposal."

The following required procurement documents must also be included. See Exhibit H for all clarifications.

### A. Insurance Requirements

- General Liability
- Workers Compensation and Employees Liability
- Auto Liability
- Surety Bond
- Professional Liability Insurance

### B. Diversity Participation

Bidder must identify if they or their subcontractors are MBE / WBE / DBE and what percentages of the bid can be attributed to diversity participation. Refer to *Exhibit H* for details.

### C. Indemnification

The Bidder shall assume all risk and responsibility for, and agrees to indemnify and defend, the Philadelphia Redevelopment Authority and the City of Philadelphia and its officials, agents, and employees from and against any and all claims, demands, actions and recurrences, and judgments and costs. Refer to *Exhibit H* for details.

### D. Required Project Documents

The following project documents are required and must be included, or your submission will be rejected:

- Certificate of Insurance
- Bond
- Appropriate licenses and/or certifications

**E. COVID-19 Safety Plan**

- Describe the firm's COVID-19 Safety Plan, including information on your Pandemic Safety Officer, as per City of Philadelphia and Commonwealth of Pennsylvania regulations.

**F. Waivers**

- All waivers to the contract must be submitted prior to the opening of the bids.

## 7. RFP SCHEDULE OF EVENTS

### A. RFP SCHEDULE

Proposals must be received no later than the time referenced in the Schedule of Events timetable below. Please refer to *Section 5: "Submission Requirements"* for proposal format and delivery details.

#### Schedule of Events Timetable

	<u>Dates:</u>
• Request for Proposal (RFP) Issue Date	February 18, 2021
• Site Visits	See Dates and Times Below...
• Questions Due	March 4, 2021 by 3:00 PM
• Submissions Due	March 18, 2021 by 3:00 PM
• Contract Award	April 2021

#### Site Visit Information

- Attending the site visit is mandatory.
- **All attendees must comply with the City of Philadelphia's COVID 19 policies and wear masks during the walkthrough.**

Site visits will be held as follows:	<u>Dates</u>
○ Roundhouse, 750 Race Street	2/23/2021 10:00 AM
○ PPSB, 400 N. Broad Street	2/23/2021 12:30 PM
○ FCC, 240 Spring Garden Street	2/24/2021 9:00 AM – 10:00 AM
○ 9th District, 401 N. 21st Street	2/24/2021 10:30 AM – 11:30 AM
○ 6th District, 235 N. 11th Street	2/24/2021 12:00 – 1:00 PM
○ MEO, 321 S. University Avenue	2/24/2021 1:30 PM – 3:00 PM
○ Detective Headquarters, 4000 N. American Street	2/25/2021 9:00 AM – 10:00 AM
○ Civil Affairs, 660 W. Erie Avenue	2/25/2021 10:30 AM – 11:30 AM
○ 39th District - Recruitment, 2201 W. Hunting Park Ave.	2/25/2021 11:30 AM – 12:30 PM
○ Grants Management, 2838 Woodhaven Road	2/25/2021 12:30 PM – 1:30 PM

### B. RFP QUESTIONS

PRA will accept questions and requests for additional information directed in writing to RFP@phdc.phila.gov up to **3:00 PM on March 4, 2021**. Questions, responses, and additional information will be posted on PHDC's Website within **3 business days** of this date.

Interpretations, corrections and changes to the RFP will be made via IEI Group, the City, and the PRA. No other interpretations, corrections or changes will be binding.



### A. EVALUATION FACTORS

The contract will be awarded to the Bidder who best demonstrates their approach to this move and their level of experience on successfully executing moves of similar size and complexity.

Factors that will be taken into consideration include:

- Your approach and understanding of this project
- Proven track record and experience including referrals for similar projects completed in the last 5 years
- Qualifications of proposed team and key personnel
- Ability to provide services in a timely manner and meet the projected schedule
- Cost of services. Pricing is to be submitted on the provided form in Exhibit A
- Diversity certifications as identified by the prime bidder and any of their subcontractors
- Local presence in the City of Philadelphia and commitment to a minimum of 50% of its labor from the City of Philadelphia.

IEI Group and the PRA may request interviews or oral presentations from one or more Bidders prior to commencement of contract negotiation.

IEI Group and the PRA may request to visit the Bidder's local office as a means of verifying the Bidder's capability to perform the work.

IEI Group and the PRA may request financial statements from Bidders.

IEI Group and the PRA may call references submitted as part of RFP response.

### B. CONTRACT AWARD

The PRA reserves the right to award this contract to the Bidder who is the most qualified or responsive based on the submissions received and not to the lowest Bidder.

Proposals submitted as incomplete may be ineligible.

Right to Reject Proposals: The PRA reserves the right to reject any or all offers and to reissue this RFP at any time prior to execution of the final contract.

## 9. EXHIBITS

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**EXHIBIT A:** PRICING PROPOSAL FORM

**EXHIBIT B:** 400 N. BROAD ST. FLOOR PLANS *(Included as a Separate Attachment)*

**EXHIBIT C:** SITE MAPS

**EXHIBIT D:** 400 N. BROAD ST. TYPICAL OFFICES & WORKSTATIONS *(Included as a Separate Attachment)*

**EXHIBIT E:** ELEVATOR SERVICING INFORMATION

**EXHIBIT F:** EQUIPMENT LISTS *(Included as a Separate Attachment)*

**EXHIBIT G:** OCCUPANCY SCHEDULE *(Included as a Separate Attachment)*

**EXHIBIT H:** GENERAL TERMS AND CONDITIONS

**EXHIBIT I:** STATEMENT OF ACCEPTANCE

**EXHIBIT J:** TAX STATUS CONFLICT OF INTEREST FORM *(Included as a Separate Attachment)*

**EXHIBIT K:** CAMPAIGN CONTRIBUTION DISCLOSURE FORMS *(Included as a Separate Attachment)*

**EXHIBIT L:** PRA INSURANCE REQUIREMENTS *(Included as a Separate Attachment)*

**CITY OF PHILADELPHIA**  
**RFP FOR MOVING/RELOCATION SERVICES FOR PUBLIC SAFETY OFFICES**

**EXHIBIT A**  
**PRICING PROPOSAL**

Provide your lump sum pricing on the provided “Cost Summary” sheet, to be submitted in a separate sealed envelope clearly labeled with the Bidder’s name, the name of this RFP, and labeled “Pricing Proposal.” No modifications may be made to this form.

**EXPLANATION OF COST**

- A. Tenant to prepare DESTINATION placards as well as physically laying out all areas with directional placards indicating location and flow. Color-coding, Marking, and Placarding by Tenant. Packing and unpacking of files, cabinets, and supply cabinets is to be done by Tenant.
  
- B. MOVERS shall base their cost on the following services:
  - 1. Provision of Packing and Protective Materials
    - Homosote (Corner Guards)
    - Commercial Legal-sized tote bins
    - Corrugated bins
    - Library Carriers
    - Shrink-wrap
    - Walk-off mats for inclement weather conditions (as required)
  
  - 2. Packing Services
    - Services required packing contents of all metal shelving and file units.
  
  - 3. Special Preparation and Handling of Electronic Equipment and Office Furniture
    - Labor required wrapping and unwrapping copiers, office furniture and furnishings.
  
  - 4. Placement of Protective Equipment
    - Layout of Masonite (1/4”) to protect all floor and carpeted areas in new space as required by Tenant.
    - Layout to affix 72” corrugated paper on walls in new space as corner guards.
    - Walk-off mats
  
  - 5. Removal of Protective Equipment
  
  - 6. Move Preparation
    - Daytime, and overtime, preparation/dolly-up services on the day/evening of each move.
  
  - 7. Transportation
  
  - 8. Post-Move
    - Labor required assisting with shifting and clean-up necessary after each move including removal of empty moving cartons. MOVER is responsible for removing all trash associated with the move off site at their expense.
  
  - 9. On-Site Supervision During Physical Moves
    - Weekday, weeknight, and weekend supervision during each of the moves.

**EXHIBIT B**  
**400 N. BROAD ST. FLOOR PLANS**

Floor plans for PPSB at 400 N. Broad Street are provided in a separate attachment.

# EXHIBIT C

## SITE MAPS

### ORIGIN Locations

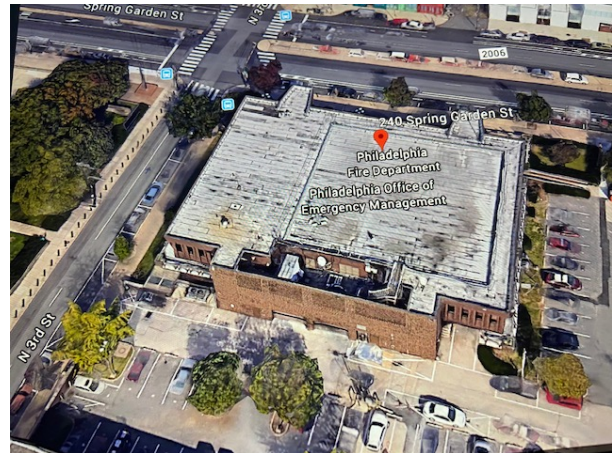
Relocation sites to be moved to 400 N. Broad Street, Philadelphia, PA 19130:

- |  |  |
|--|--|
| 1. Roundhouse                              | 750 Race Street, Philadelphia, PA 19106                |
| 2. FCC (Fire Command Center)               | 240 Spring Garden Street, Philadelphia, PA 19123       |
| 3. 9 <sup>th</sup> District                | 401 N. 21 <sup>st</sup> Street, Philadelphia, PA 19130 |
| 4. 6 <sup>th</sup> District                | 235 N. 11 <sup>th</sup> Street, Philadelphia, PA 19107 |
| 5. Detective Headquarters                  | 4000 N. American Street, Philadelphia, PA 19140        |
| 6. Civil Affairs                           | 660 W. Erie Avenue, Philadelphia, PA 19140             |
| 7. 39 <sup>th</sup> District – Recruitment | 2201 W. Hunting Park Avenue, Philadelphia, PA 19140    |
| 8. Grants Management                       | 2838 Woodhaven Road, Philadelphia, PA 19154            |

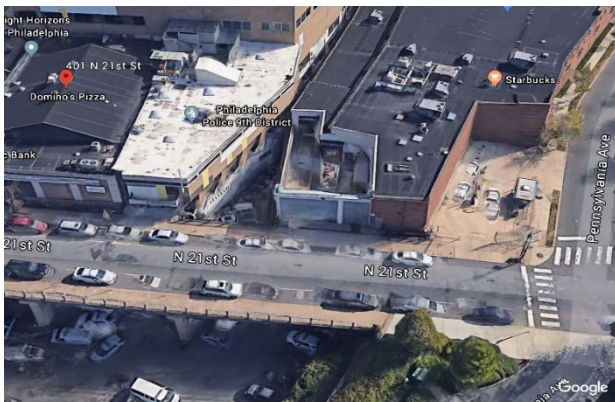
### ORIGIN Locations – Site Maps



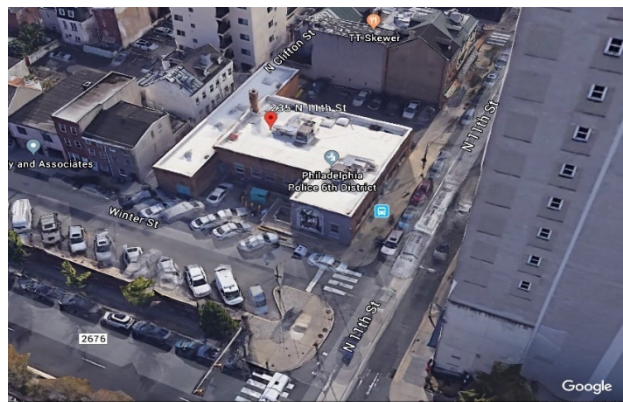
1. Roundhouse, 750 Race Street



2. FCC, 240 Spring Garden Street



3. 9<sup>th</sup> District, 401 N. 21<sup>st</sup> Street



4. 6<sup>th</sup> District, 235 N. 11<sup>th</sup> Street



5. Detective Headquarters, 4000 N. American Street



6. Civil Affairs, 660 W. Erie Avenue

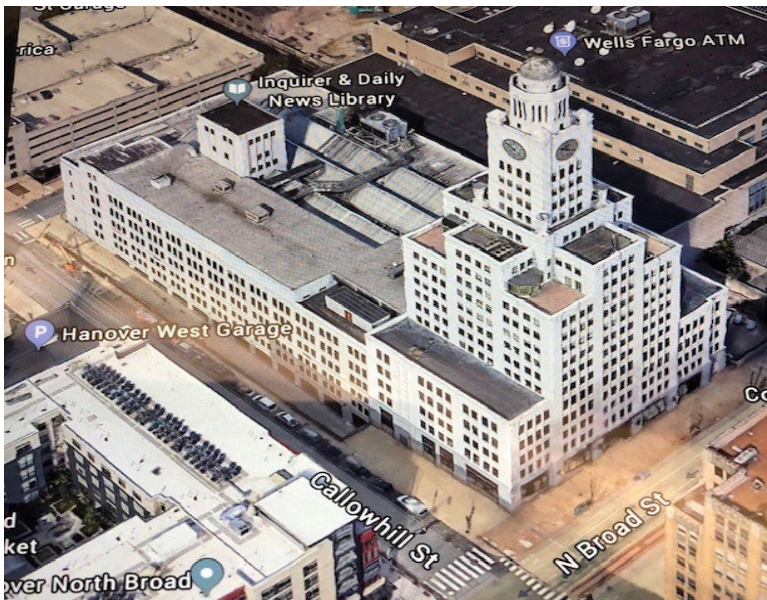


7. 39th District, 2201 W. Hunting Park Avenue



8. Grants Management, 2838 Woodhaven Road

**Destination Location – Site Map**



Destination Site: 400 N. Broad Street, Philadelphia PA

**EXHIBIT D**  
**TYPICAL OFFICES & WORKSTATIONS**  
**400 N. Broad Street**

Typical layouts for offices and workstations for 400 N. Broad Street are provided in a separate attachment.

## **EXHIBIT E**

### **ELEVATOR SERVICING INFORMATION**

#### **400 N. Broad St. Freight Elevator #3**

The project consists of a basement and seven floors with one service/freight elevator which stops at the 4<sup>th</sup> Floor.

The service elevator is 5'-9" x 9' deep with 4'-6" doors and a 7'-6" ceiling.

Building ceilings are typically 8'-0" and door openings 3'-6" x 7'-0".

The service/freight elevator's weight capacity is 5,000 pounds.

Four elevators located in the historic lobby can access the 5<sup>th</sup>, 6<sup>th</sup> and 7<sup>th</sup> Floors – door width 3'-0", ceilings 7'-0" and a weight capacity of 2,000 pounds.

The building has eight stairs located throughout.

The hours of job-site access are from 7:00am to 3:30pm.

#### **Notes about Freight Elevator Usage**

The Basement Level has a 3' (three foot) wide door at the Storage Room 00-154 leading to the Freight Elevator; Security might be easier, and trucks will be off the main thoroughfare above. The maximum length truck accessing the Basement is 40' (forty feet) long due to running radiuses.

First Floor has a double door or 6' (six foot) wide doorway which leads to the Freight Elevator. This may prove to be easier for moving and access to the Freight Elevator. However, parking in front of the Vestibule Room #01-137 (on the plans) which is for Criminal Registrants could cause a conflict once the First Floor becomes occupied.



## **EXHIBIT F**

### **EQUIPMENT LISTS**

The following lists are included:

- Specialty Equipment Inventory List
- Specialty Equipment List – Photos
- Memorials and Artwork – Photos

## **EXHIBIT G**

**OCCUPANCY SCHEDULE** provided in a separate attachment.

## **EXHIBIT H**

### **GENERAL TERMS AND CONDITIONS**

The term "Provider" below means the successful "Bidder"/ or "Mover" as described in the aforementioned parts of the RFP or Person, individual, sole proprietorship, association, company, firm, partnership, limited partnership, joint venture, corporation, limited liability corporation or other form of entity or association recognized at law.

The term "Responsible Official" below means the designated representative of the PRA and the City in charge of the move relocation and any other individual who may be designated in writing by the Responsible Official as his or her representative.

#### **A. INDEMNIFICATION; LITIGATION COOPERATION**

- A.1. **Indemnification.** Provider shall indemnify, defend and hold harmless the PRA and the City and its officers, employees and agents from and against any and all losses, costs (including, but not limited to, litigation and settlement costs and counsel fees and expenses), claims, suits, actions, damages, liability and expenses, occasioned wholly or in part by Provider's act or omission or negligence or fault or the act or omission or negligence or fault of Provider's agents, Subcontractors, independent contractors, suppliers, employees or servants in connection with this Contract, including, but not limited to, those in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, intentional acts, failure to pay any Subcontractors and suppliers, any breach of this Contract, loss of data, data security breach, and any infringement or violation of any proprietary right (including, but not limited to, patent, copyright, trademark, service mark and trade secret).
- A.2. **Litigation Cooperation.** If, at any time, the PRA and the City becomes involved in a dispute or receives notice of a claim or is involved in litigation concerning the Services and Materials provided under this Contract, the resolution of which requires the services or cooperation of Provider, and Provider is not otherwise obligated to indemnify and defend the City pursuant to the provisions of Section A.1 (Indemnification) above.
- A.3. **Notice of Claims.** If Provider receives notice of a legal claim against it in connection with this Contract, Provider shall submit appropriate written notice of such claim to its insurance carrier within the time frame required for submission of claims by the applicable insurance policy and, within ten (10) business days of receipt of notice of the claim, to the City's Risk Management Division.

#### **B. INSURANCE**

- B.1. **Insurance Requirements is included in a sperate attachment (Attachment "M").**

#### **C. EVENTS OF DEFAULT**

- C.1. **Events of Default.** Each of the following shall be an Event of Default by Provider under this Contract:
- a. Failure by Provider to comply with any provision of this Contract.
  - b. Occurrence of an Event of Insolvency with respect to Provider.
  - c. Falseness or inaccuracy of any warranty or representation of Provider contained in this Contract or in any other document submitted to the PRA and the City by Provider.
  - d. Any act, omission, or misrepresentation which renders Provider ineligible for a PRA contract or renders the contract voidable under Chapter 17-1400 of the City Code.

- e. Misappropriation by Provider of any funds provided under this Contract or failure by Provider to notify the PRA and the City upon discovery of any misappropriation.
- f. A violation of law which results in a guilty plea, a plea of nolo contendere, or conviction of a criminal offense by Provider, its directors, employees, or agents (1) directly or indirectly relating to this Contract or the Services or Materials provided under this Contract, whether or not such offense is ultimately adjudged to have occurred; or (2) which adversely affects the performance of this Contract.
- g. Indictment of or other issuance of formal criminal charges against Provider, its directors, employees or agents for any criminal offense or any other violation of Applicable Law directly relating to this Contract or Services or Materials, or which adversely affects Provider's performance of this Contract in accordance with its terms, whether or not such offense or violation is ultimately adjudged to have occurred.
- h. Debarment or suspension of Provider or any agent, employee or Subcontractor of Provider under a federal, state or local law, rule or regulation.

C.2. **Notice and Cure.** The PRA and the City agrees that the PRA and the City will not exercise any right or remedy provided for in Section D.1 (The City's Remedies) below because of any Event of Default unless the PRA and the City shall have first given written notice of the Event of Default to Provider, and Provider, within a period of ten (10) days thereafter, or such additional cure period as the PRA and the City may authorize, shall have failed to correct the Event of Default; provided, however, that no such notice from the PRA and the City shall be required nor shall the PRA and the City permit any period for cure if:

- a. Provider has temporarily or permanently ceased providing Services and Materials.
- b. The Event of Default creates an emergency which requires, as determined by the PRA and the City in the PRA's and the City's sole discretion, immediate exercise of the PRA and the City's rights or remedies.
- c. The PRA and the City has previously notified Provider in the preceding twelve (12) month period of any Event of Default under this Contract.
- d. An Event of Default occurs as described in Section C.1.e., 11.1.f., or 11.1.h. above.
- e. Provider has failed to obtain or maintain the insurance, or any bond required under this Contract.

C.3. Nothing contained in this Section shall limit the PRA's and the City's rights under Article D (Remedies) below.

## **D. REMEDIES**

### **D.1. The PRA's and City's Remedies.**

- a. In the event Provider has committed or permitted an Event of Default and has been notified thereof in accordance with Section C.2 (Notice and Cure) above, then the PRA and the City may, but shall not be obligated to, take any or all of the following actions without further notice to or demand on Provider and without waiving or releasing Provider from any of its obligations under this Contract:
  - (1) Perform (or cause a third party to perform) this Contract, in whole or in part, including, without limitation, obtaining or paying for any required insurance or performing other acts capable of performance by the PRA and the City. Provider shall be liable to the PRA and the City for all sums paid by the PRA and the City and all expenses incurred by the PRA and the City (or a third party) pursuant to this Section D.1.a.(1), together with interest at the highest legal rate permitted in the Commonwealth of Pennsylvania

thereon from the date the PRA and the City or its agent incurs such costs. The PRA and the City shall not in any event be liable for inconvenience, expense or other damage incurred by Provider by reason of the PRA's and the City's performance or paying such costs or expenses, and the obligations of Provider under this Contract shall not be altered or affected in any manner by the PRA's and the City's exercise of its rights under this Section D.1 (The PRA's and City's Remedies).

- (2) Withhold payment of, or offset against, any funds payable to or for the benefit of Provider.
- (3) Collect, foreclose or realize upon any bond, collateral, security or insurance provided by or on behalf of Provider.
- (4) Exercise any other right the PRA and the City has or may have at law, in equity, or under this Contract.

b. In the event Provider has committed or permitted an Event of Default and has been notified thereof in accordance with Section C.2 (Notice and Cure) above, then the PRA and the City may, but shall not be obligated to, without waiving or releasing Provider from any of its obligations under this Contract, terminate or suspend this Contract in whole or in part, as set forth more fully in Article E (Termination and Suspension) below. In the event of partial termination or suspension, Provider shall continue the performance of this Contract to the extent not terminated or suspended.

c. Provider acknowledges that, in addition to all other remedies to which the PRA and the City is entitled, the PRA and the City shall have the right, to the fullest extent permitted under Applicable Law, to enforce the terms of this Contract without limitation, by a decree of specific performance or by injunction restraining a violation, or attempted or threatened violation, of any provision of this Contract.

D.2. **Concurrent Pursuit of Remedies: No Waiver.** The PRA and the City may exercise any or all remedies set forth in this Article D, each of which may be pursued separately or in conjunction with such other remedies as the PRA and the City in its sole discretion shall determine. No extension or indulgence granted by the PRA and the City to Provider shall operate as a waiver of any of the PRA's and the City's rights in connection with this Contract. The rights and remedies of the PRA and the City as described in this Article D and as described elsewhere in this Contract shall not be exclusive and are in addition to any other rights or remedies available to the PRA and the City under this Contract at law or in equity.

## **E. TERMINATION AND SUSPENSION**

E.1. **Termination or Suspension for Any Reason.** In addition to its rights under Article D (Remedies) above, the PRA and the City shall have the right to terminate this Contract or suspend Provider's performance under this Contract at any time during the Term of this Contract, in whole or in part, for any stated reason, including, without limitation, the convenience of the PRA and the City. The PRA and the City shall give written notice to Provider of any full or partial termination or suspension, stating the reason(s) for its action, setting forth the effective date of the termination or suspension and describing any partial termination or suspension.

E.2. **Provider's Responsibilities Upon Termination or Suspension.**

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

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

- (2) upon request by the PRA and the City by notice to Provider, collect, assemble and transmit to the PRA and the City all Materials in such state of completion as may exist as of the effective date of the termination or suspension. All such Materials shall be clearly labeled and indexed to the satisfaction of the Responsible Official and delivered to the Responsible Official by Provider on or before the date set forth in the Termination Notice for delivery of the Materials or, if no such date is set forth in the Termination Notice, then before the effective date of termination set forth in the Termination Notice. Provider waives and releases any and all right to any retaining or charging liens or similar right or remedy in favor of Provider.
- b. The PRA's and the City's termination or suspension of this Contract shall not affect any obligations or liabilities of either Party accruing prior to the effective date of such termination or suspension.
- c. There shall be no liability, cost or penalty to the PRA and the City for termination or suspension of this Contract.

### **E.3. Payment of Provider upon Termination or Suspension.**

- a. Upon termination or suspension of this Contract by the PRA and the City for an Event of Default, Provider shall be entitled to payment of such an amount, to be determined by the PRA and the City and subject to audit, as shall compensate it for the work satisfactorily performed prior to the termination date; provided, however, that:
  - (1) no allowance shall be included for termination expenses or for anticipated profits, unabsorbed or under absorbed overhead, or unperformed Services; and
  - (2) the PRA and the City shall deduct from any amount due and payable to Provider prior to the termination date, but withheld or not paid, the total amount of fees, costs or additional expenses incurred by the PRA and the City in order to satisfactorily complete the Services and Materials required to be performed by Provider under this Contract, including the expense of engaging another provider for this purpose, and such other damages, costs, losses and expenses of the PRA and the City as may be incurred or result from such termination for an Event of Default.
- b. In the event of termination or suspension of this Contract by the PRA and the City for the City's convenience, Provider shall be paid such an amount as shall compensate Provider for the portion of the Services satisfactorily performed and Materials satisfactorily delivered prior to the date of termination. The PRA and the City shall not pay Provider any amount for Provider's termination or suspension expenses or anticipated profits, unabsorbed or under absorbed overhead or unperformed Services and Materials not satisfactorily delivered.
- c. In no event shall Provider be entitled to payment beyond the maximum amounts set forth elsewhere in the Contract.

### **E.4. Suspension.**

- a. Suspension after an Event of Default, or pending investigatory or criminal proceedings concerning an event that would constitute an Event of Default if resolved contrary to the interests of Provider or a Person for which Provider may be responsible, shall not constitute a waiver or release of any liability of Provider for such Event of Default or any of the PRA's and the City's damages or other remedies arising out of such Event of Default; nor shall such suspension be deemed an election of remedies in derogation of any other remedy.

- b. Provider acknowledges that the PRA and the City shall have the right, at its sole discretion, to suspend Provider's performance of this Contract.
- c. If the PRA and the City issues a Suspension Notice to Provider, such suspension shall continue from the effective date specified in the Suspension Notice until a date specified in the Suspension Notice which shall be not more than one hundred and eighty (180) days after the effective date (the "Suspension Period"). On or prior to the expiration of the Suspension Period, the City shall either terminate this Contract by giving a Termination Notice pursuant to Section E.1 (Termination or Suspension for Any Reason) above; or issue a new Suspension Notice; or by notice to Provider, instruct Provider to resume the delivery of Services and Materials pursuant to this Contract upon the expiration of the Suspension Period. The PRA and the City may exercise its right to amend the Contract to add an Additional Term without waiving the suspension; but in the absence of the City's notice of intent to enter into such amendment, Provider shall terminate Services and Materials at the end of the Term even if the Suspension Period has not yet expired.
- d. After issuing a Suspension Notice, the PRA and the City shall pay any invoices submitted by Provider for Services rendered prior to the commencement of the Suspension Period or otherwise payable by the PRA and the City to Provider under this Contract, subject to all the PRA's and the City's rights and remedies against Provider, including but not limited to its rights of set off and its right to review and accept Services and Materials prior to payment therefor.

**F. ADDITIONAL REPRESENTATIONS AND COVENANTS OF PROVIDER RELATING TO CERTAIN APPLICABLE LAWS**

In addition to the representations, warranties and covenants made by Provider, Provider further represents, warrants and covenants that, to the extent of their applicability to Provider, Provider is in compliance with the laws, ordinances, regulations and executive orders described below. By executing this Contract, Provider thereby certifies to such compliance. Provider further certifies that the representations, warranties and covenants provided pursuant to this Article shall continue to remain true throughout the Term of this Contract or any other period of time required by such laws. *False statements to the PRA and the City in or in connection with this Contract, in or pursuant to any representation or covenant made in this Article F or otherwise, are subject to the penalties of 18 Pa. C.S. § 4904 relating to unsworn falsification to authorities, which may include fines and imprisonment.* In the event said representations, warranties and covenants are or become untrue or inaccurate, Provider shall promptly give notice thereof to the PRA and the City, specifying the manner in which said representation, warranty or covenant is untrue or inaccurate. The provisions of this Article are not intended to limit the applicability of the other provisions of this Contract, including, without limitation, Provider's agreement to comply with all Applicable Law.

- F.1. **Non-Discrimination: Fair Practices.** This Contract is entered into under the terms of the Charter, the Fair Practices Ordinance (Chapter 9-1100 of the Code) and the Mayor's Executive Order No. 04-86 (the "Executive Order"), as they may be amended from time to time, and in performing this Contract, Provider shall not discriminate or permit discrimination against any individual because of race, color, religion, ancestry or national origin, sex, gender identity, sexual orientation, age or disability. Nor shall Provider discriminate or permit discrimination against individuals in employment, housing and real property practices, and/or public accommodation practices whether by direct or indirect practice of exclusion, distinction, restriction, segregation, limitation, refusal, denial, differentiation or preference in the treatment of a person on the basis of actual or perceived race, ethnicity, color, sex, sexual orientation, gender identity, religion, national origin, ancestry, age, disability, marital status, source of income, familial status, genetic information or domestic or sexual violence victim status, Human Immunodeficiency Virus (HIV) infection, or engage in any other act or practice made unlawful under the Charter, Chapter 9-1100, the Executive Order, or under the nondiscrimination laws of the United States

or the Commonwealth of Pennsylvania. In the event of any breach of this Section F.1, the PRA and the City may, in addition to any other rights or remedies available under this Contract, at law or in equity, suspend or terminate this Contract forthwith.

**F.2. Chapter 17-400 of the Philadelphia Code: Exclusionary Private Organizations.**

- a. In accordance with Chapter 17-400 of the Code, Provider agrees that its payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization, insofar as such participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, privileges or conditions of employment on the basis of race, color, sex, sexual orientation, religion, national origin or ancestry, constitutes, without limiting the applicability of Articles C (Events of Default) and D (Remedies) above, a substantial breach of this Contract entitling the PRA and the City to all rights and remedies provided in this Contract or otherwise available at law or in equity.
- b. Provider agrees to cooperate with the Commission on Human Relations of the City in any manner which the Commission deems reasonable and necessary for the Commission to carry out its responsibilities under Chapter 17-400 of the Code. Provider's failure to so cooperate shall constitute, without limiting the applicability of Articles C (Events of Default) and D (Remedies) above, a substantial breach of this Contract entitling the City to all rights and remedies provided in this Contract or otherwise available at law or in equity.

**F.3. Executive Order 03-12: Minority, Woman and Disabled Business Enterprise Participation.** In accordance with Executive Order 03-12 (the "Antidiscrimination Policy"), the City, acting through its Office of Economic Opportunity ("OEO"), has established an antidiscrimination policy that relates to the solicitation and participation of Minority Business Enterprises ("MBE"), Woman Business Enterprises ("WBE"), and Disabled Business Enterprises ("DSBE") (collectively, "M/W/DSBE") in City contracts. The purpose of this Antidiscrimination Policy is to ensure that all businesses desiring to do business with the City have an equal opportunity to compete by creating access to the City's procurement process and meaningfully increasing opportunities for the participation by M/W/DSBEs in City contracts at all tiers of contracting, as prime contractors, subcontractors and joint venture partners. In furtherance of this policy, the City will, from time to time, establish participation ranges for City Contracts and City Related Special Projects. Provider agrees to comply with the requirements of the Antidiscrimination Policy by exercising its Best and Good Faith Efforts to include M/W/DSBEs in its contract, and where participation ranges are established by OEO, Provider agrees, without limitation, to submit documentation responsive to each of the participation ranges established for the Contract.

- a. **General Requirements.** In furtherance of the purposes of the Antidiscrimination Policy, Provider agrees to the following:
  - (1) Provider, if it has achieved participation commitments with M/W/DSBEs, represents that it has entered into legally binding agreement(s) ("M/W/DSBE Subcontract(s)") with M/W/DSBEs as participants under this Contract for the services and in the dollar amount(s) and percentage(s) as specified in the M/W/DSBE Participation Exhibit to this Contract (the "Contract Commitment(s)").
  - (2) Provider shall secure the prior written approval of the OEO before making any changes or modifications to any Contract Commitments made by Provider herein, including, without limitation, substitutions for its MBEs, WBEs and/or DSBEs, changes or reductions in the services provided by its M/W/DSBE participants, or changes or



reductions in the dollar amounts and/or percentage value paid to its M/W/DSBE participants.

- (3) Unless otherwise specified in a M/W/DSBE Subcontract between the Provider and its M/W/DSBE participant, as described in (a) (1) above, Provider shall, within five (5) business days after receipt of a payment from the PRA and the City for services performed under the Contract, deliver to its M/W/DSBE participant its proportionate share of such payment for services performed by the M/W/DSBE participant. In connection with payment of its M/W/DSBE participants, Provider agrees to fully comply with the PRA's and the City's payment reporting process which may include the use of electronic payment verification systems.
- (4) Provider shall, in the event of an increase in units of work and/or compensation under the Contract, increase its Contract Commitment(s) with its M/W/DSBE participants proportionately, which increase shall be reflected in the M/W/DSBE Subcontract(s) described in (a) (1) above. OEO may from time to time request documentation from Provider evidencing compliance with this provision.
- (5) Provider shall submit, within the time frames prescribed by the PRA and the City, any and all documentation the PRA and the City may request, including, but not limited to, copies of M/W/DSBE Subcontracts, participation summary reports, M/W/DSBE participant invoices, telephone logs and correspondence with M/W/DSBE participants, cancelled checks and certification of payments. Provider shall maintain all documentation related to this Section for a period of five (5) years from the date of Provider's receipt of final payment under the Contract.
- (6) Provider agrees that the PRA and the City may, in its sole discretion, conduct periodic reviews to monitor Provider's compliance with the terms of this Antidiscrimination Policy.
- (7) Provider agrees that in the event the PRA and the City determines that Provider has failed to comply with any of the requirements of this Antidiscrimination Policy, including substantial compliance with any Contract Commitment, the PRA and the City 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:
  - (a) Debar Provider from proposing on and/or participating in any future contracts for a maximum period of three (3) years.
  - (b) Withhold payment(s) or any part thereof until corrective action is taken. If corrective action is not taken to the satisfaction of OEO, the City 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 Provider's failure to comply with the contract.
- (8) No privity of contract exists between the PRA and the City and any M/W/DSBE participant identified herein and the PRA and the City 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 the Antidiscrimination Policy or by reason of this Contract except such rights or remedies that the M/W/DSBE participant may seek as a private cause of action under any legally binding contract to which it may be a party. The remedies enumerated above are for the sole benefit of the PRA and the City and the PRA's and City's failure to enforce any provision or the PRA's and the City's indulgence of any non-compliance with any provision hereunder, shall not operate as a waiver of

any of the PRA's and the City's rights in connection with this Contract nor shall it give rise to actions by any third parties including identified M/W/DSBE participants.

- b. **Special Requirements Applicable to Non-Profit Providers.** In the event the Provider is a non-profit, the Contract may not be subject to M/W/DSBE participation ranges, but Provider shall demonstrate its compliance with the Antidiscrimination Policy by providing annually to OEO the following information:
  - (1) a statement identifying the race, gender, disability status and ethnic composition of its workforce and board of directors;
  - (2) a list of the non-profit's five highest dollar value M/W/DSBE suppliers of products and services; and
  - (3) the non-profit's written "equal opportunity statement," an assurance of the non-profit's efforts to maintain a diverse workforce and board of directors and operate a fair and effective supplier diversity program.
  
- c. **Criminal Liability for Fraudulent or False Statements.** Provider hereby verifies that all information submitted to the PRA and the City in connection with the Antidiscrimination Policy is true and correct and is notified that the submission of false information 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. Provider also acknowledges 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 this Contract, Provider fraudulently obtains public moneys reserved for or allocated or available to minority business enterprises or women's business enterprises.

F.4. **Federal Laws.** Provider shall comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d - 2000d.7), Section 504 of the Federal Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 - 6107), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681), and 45 C.F.R. Part 92, as they may be amended from time to time, which together prohibit discrimination on the basis of race, color, national origin, sex, handicap, age and religion.

F.5. **Americans With Disabilities Act.** Provider understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from providing Services or Materials under this Contract. By executing and delivering this Contract, Provider covenants to comply with all provisions of the Americans with Disabilities Act (the "ADA"), 42 U.S.C. §§ 12101-12213, and all regulations promulgated thereunder, as the ADA and regulations may be amended from time to time, which are applicable (a) to Provider; (b) to the benefits, Services, Materials, activities, facilities and programs provided in connection with this Contract; (c) to the PRA and the City or the Commonwealth of Pennsylvania; (d) to the benefits, services, activities, facilities and programs of the the PRA and City or the Commonwealth; and (e) if any funds under this Contract are provided by the federal government, to federal funds, benefits, services, activities, facilities and programs applicable to this Contract. Without limiting the applicability of the preceding sentence, Provider shall comply with the "General Prohibitions Against Discrimination," 28 C.F.R. Part 35.130, and all other regulations promulgated under Title II of the ADA, as they may be amended from time to time, which are applicable to the benefits, services, facilities, programs and activities provided by the PRA and the City through contracts with outside contractors.

F.6. **Protected Health Information.**

- a. The City of Philadelphia is a "Covered Entity" as defined in the regulations issued pursuant to the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The City's business

activities include both (1) functions which make the City a Covered Entity, and, therefore, subject to HIPAA, and (2) functions that are not subject to HIPAA. In accordance with 45 CFR §164.105(a)(2)(iii)(D), the City has designated certain departments and units of the City as health care components that must comply with HIPAA (“Covered Components”). The Covered Components of the City as of April 1, 2017 include: Ambulatory Health Services (a unit of the Philadelphia Department of Public Health (“PDPH”)); the Philadelphia Nursing Home (a unit of PDPH); the Sexually Transmitted Disease Control Program (a unit of PDPH); the Philadelphia Public Health Laboratory (a unit of PDPH); the Benefits Administration Unit of the Office of Human Resources; Emergency Medical Services (a unit of the Philadelphia Fire Department); and the Office of Behavioral Health and Intellectual disAbility Services. This list is subject to change, and any department or unit of the City that the City in the future determines to be a Covered Component under HIPAA shall be deemed to be a Covered Component for purposes of this Section F.6.

- b. To the extent (1) this Contract is entered into by the PRA and the City for or on behalf of a Covered Component and/or requires the performance of services that will be delivered to or used by a Covered Component (whether or not the City department or unit through which the PRA and the City entered the Contract is a Covered Component), and (2) Provider is a “Business Associate” of the City, as defined in 45 CFR §160.103, Provider shall comply with the City’s Terms and Conditions Relating to Protected Health Information (“City PHI Terms”) posted on the City’s website (at <https://secure.phila.gov/eContract/> under the “About” link). The City PHI Terms are hereby incorporated in this Section F.6 as if fully set forth herein. (A printed version of the City PHI Terms, in the City’s sole discretion, also may be attached to this Contract.)

**F.7. Chapter 17-1300 of The Philadelphia Code: Philadelphia 21st Century Minimum Wage and Benefits Standard.**

- a. Provider is a “Service Contractor” in that by virtue of entering into this Contract, Provider has entered into a “Service Contract,” as those terms are defined in Chapter 17-1300 of the Code. Any Subcontract between Provider and a Subcontractor to perform Services under this Contract is a “Service Contract” and such Subcontractors are also “Service Contractors” for purposes of Chapter 17-1300, as are any subcontract and subcontractor at any tier providing Services under this Contract. (Chapter 17-1300 is accessible at <http://www.amlegal.com/library/pa/philadelphia.shtml>.) If such Service Contractor (Provider or any subcontractor at any tier) is also an “Employer,” as that term is defined in § 17-1302 (more than 5 employees), and further described in §17-1303 of the Code, then absent a waiver, during the Initial Term and any Additional Term, in addition to any applicable state and federal requirements, Provider shall provide, and shall enter into Subcontracts and otherwise cause any subcontractors at any tier that are also Service Contractors to provide, their respective covered Employees (persons who perform work for a covered Employer that arises directly out of a Service Contract), with at least the minimum wage standard and minimum benefits standard, and required notice thereof, stated in federal and state law and in Chapter 17-1300 of the Code. A summary of the current requirements is as follows:

- (1) Minimum Wage.

For wages to be provided on and after January 1 of each year during which the Initial Term and any Additional Term is in effect, Provider, and any Subcontractor at any tier, shall provide their covered Employees with an hourly wage, excluding benefits, that is no less than the result of multiplying \$12 by the then current Consumer Price Index Multiplier (CPI Multiplier) as annually adjusted. For purposes of determining the minimum hourly wage required, the CPI Multiplier is calculated annually by the City’s Director of Finance by dividing the most recently published Consumer Price Index for all

Urban Consumers All Items Index for Philadelphia, Pennsylvania, by the most recently published Consumer Price Index for all Urban Consumers (CPI-U) of each calendar year. The then current minimum hourly wage applicable to City contractors and subcontractors will be posted on the City's website. As of January 1, 2018 that wage is \$12.20 per hour.

(2) Minimum Benefits.

- (a) to the extent an Employer provides health benefits to any of its employees, provide each full-time, non-temporary, non-seasonal covered Employee with health benefits at least as valuable as the least valuable health benefits that are provided to any other full-time employees of the Employer; and
- (b) provide to each full-time, non-temporary, non-seasonal covered Employee at least the minimum number of earned sick leave days required by Code Section 17-1305(2).

(3) Generally. Chapter 17-1300 of the Philadelphia Code requires that employers pay the higher of either: 150% of the federal minimum wage, or \$12 multiplied by the CPI Multiplier. To the extent a change in law would require an increase in wages or benefits under Chapter 17-1300 (for example, an increase in the federal minimum wage to \$9.00/hour, which would increase the required City minimum wage to \$13.50 due to the Chapter's requirement of 150% of the federal minimum wage), such new requirement will take effect only at the start of an Additional Term, if any, commencing on or after the date of the new legal requirement.

- b. If covered, absent a waiver, Provider shall promptly provide to the PRA and the City all documents and information as the PRA and the City may require verifying its compliance, and that of all Service Contractors providing Services under the Contract, with the requirements of Chapter 17-1300. Each covered Service Contractor shall notify each affected Employee what wages and benefits are required to be paid pursuant to Chapter 17-1300.
- c. Absent a waiver, if Provider is subject to Chapter 17-1300, Provider shall comply with all of its requirements as they exist on the date when Provider entered into this Contract with the PRA and the City or into an amendment thereto. Provider shall take such steps as are necessary to notify its Subcontractors of these requirements, and to cause such Subcontractors to notify lower-tier subcontractors that are Service Contractors of these requirements, including, without limitation, by incorporating this Section F.7, with appropriate adjustments for the identity of the parties, in its Subcontracts with such Subcontractors. A Provider or subcontractor at any tier subject to Chapter 17-1300 that fails to comply with these provisions may, after notice and hearing before the Director of Finance or such other officer or agency designated by the Mayor, be suspended from receiving financial assistance from the City or from bidding on and/or participating in future City contracts, whether as a prime contractor or a subcontractor, for up to three (3) years. City Council may also initiate a similar suspension or debarment process. Such suspension or debarment shall be in addition to any of the other sanctions or remedies set forth in Chapter 17-1300 or this Contract.
- d. Without limiting the applicability of Articles C (Events of Default) and D (Remedies) above, Provider's failure to comply, or the failure of subcontractors at any tier to comply, with the requirements of Chapter 17-1300 shall constitute a substantial breach of this Contract entitling the PRA and the City to all rights and remedies provided in this Contract or otherwise available at law or in equity.

- e. Provider's covered Employees shall be deemed third-party beneficiaries of Provider's representation, warranty, and covenant to the City under this Section F.7 only, and the covered Employees of a subcontractor at any tier that is also a covered Employer performing Services directly or indirectly under a subcontract at any tier shall be deemed third-party beneficiaries of their Employer's representation, warranty and covenant to Provider or such subcontractors at any tier, as the case may be, under this Section.
- f. The City may grant a partial or total waiver of Chapter 17-1300 based on specific stipulated reasons elaborated in Section 17-1304 of the Code. An overview offering guidance on the applicability of, and requirements placed on City contractors and subcontractors by Chapter 17-1300 of the Code is available on the City's website at <https://secure.phila.gov/eContract/> under the "About" link; see "Minimum Wage and Equal Benefits Ordinances Impacting Some City Contractors."

**F.8. Chapter 17-1400 of the Philadelphia Code: Contributions and Other Mandatory Disclosures.**

- a. Provider confirms on behalf of itself and its Subcontractor(s) that no contribution(s) have been made, and agrees that none shall be made during the Term of this Contract by Provider, any Subcontractor, or any party from which a contribution can be attributed to Provider or Subcontractor, that would render Provider or Subcontractor, as applicable, ineligible to apply for or enter into a Non-Competitively Bid Contract under the provisions of Sections 17-1404(1) and 17-1405 of the Code; and that disclosures made as part of its application to receive a Non-Competitively Bid Contract contain no material misstatements or omissions. Breach of this covenant shall constitute an event of default and render the Contract voidable at the PRA's and the City's option, and, as to contributions made by or attributable to Provider, shall make Provider liable for liquidated damages to the City in the amount of ten percent (10%) of the maximum payments to Provider allowed under the Contract, regardless whether actually paid. The City may exercise any or all the remedies set forth in this Section F.8 (Contributions and Other Mandatory Disclosures), each of which may be pursued separately or in conjunction with such other remedies as the PRA and the City in its sole discretion shall determine. No extension or indulgence granted by the City to Provider shall operate as a waiver of any of the PRA's and the City's rights in connection with this Contract. The rights and remedies of the PRA and the City as described in this Section F.8, and as described elsewhere in this Contract, shall not be exclusive and are in addition to any other rights or remedies available to the PRA and the City under this Contract at law or in equity.
- b. Provider shall, during the Initial Term of the Contract, any Additional Term, and for one year thereafter, disclose any contribution of money or in-kind assistance that Provider, or any Subcontractor or Consultant utilized by Provider in connection with this Contract, has made, or any individual or entity has made if such contributions can be attributed to Provider, or such Subcontractor or Consultant pursuant to the attribution rules of Section 17-1405 of the Code, during such time period to a candidate for nomination or election to any public office in the Commonwealth of Pennsylvania or to an individual who holds such office, or to any political committee or state party in the Commonwealth of Pennsylvania, or to any group, committee or association organized in support of any such candidate, office holder, political committee or state party, and the date and amount of such contribution.
  - (1) It shall not be a violation of this Section F.8.b. if Provider fails to disclose a contribution made by a Subcontractor or Consultant because Provider was unable to obtain such information from the Subcontractor or Consultant, provided Provider demonstrates that it used reasonable efforts to attempt to obtain such information, including, at a minimum:

- (a) Entering into a written agreement with the Subcontractor or Consultant for such Subcontractor's or Consultant's services, before the filing of the application for the Contract, and before the Subcontractor or Consultant communicated with the PRA and the City department or office, official or employee on behalf of Provider;
  - (b) Including in such agreement a provision requiring the Subcontractor or Consultant to provide Provider in a timely manner with all information required to be disclosed under the provisions of Chapter 17-1400 of the Code, and providing, in effect, that the agreement will be terminated by Provider if the Consultant fails to provide all required information on a timely basis and that no further payments, including payments owed for services performed prior to the date of termination, will be made to the Consultant by or on behalf of Provider as of the date of such termination;
  - (c) Communicating regularly with the Subcontractor or Consultant concerning the Subcontractor's or Consultant's obligations to provide timely information to permit Provider to comply with the provisions of Chapter 17-1400; and
  - (d) Invoking the termination provisions of the written agreement in a full and timely manner.
- c. Provider shall, during the Initial Term of the Contract, any Additional Term, and for one year thereafter, disclose the name and title of each City officer or employee who, during such time period, asked Provider, any officer, director or management employee of Provider, or any Person representing Provider, to give money, services, or any other thing of value (other than a Contribution as defined in Section 17-1401) to any Person, and any payment of money, provision of services, or any other thing of value (other than such a Contribution) given to any Person in response to any such request. Provider shall also disclose the date of any such request, the amount requested, and the date and amount of any payment made in response to such request.
- d. Provider shall, during the Initial Term, and any Additional Term, of the Contract disclose the name and title of each City officer or employee who directly or indirectly advised Provider, any officer, director or management employee of Provider, or any Person representing Provider that a particular Person could be used by Provider to satisfy any goals established in the Contract for the participation of minority, women, disabled or disadvantaged business enterprises. Provider shall also disclose the date the advice was provided, and the name of such particular Person.
- e. The disclosures required by Sections F.8.b., c. and d. shall be made utilizing the online disclosure update process through Provider's eContract Philly account which can be accessed on the City's website at [www.phila.gov/contracts](http://www.phila.gov/contracts) by clicking on eContract Philly. Such disclosures shall be made within five (5) business days of the action or event requiring Provider to update its disclosures. In the case of updates to political contributions made by Provider required by Section F.8.b., the attribution rules of Section 17-1405 shall apply to determine what contributions must be disclosed under this provision as contributions of Provider or of a Consultant. Provider is advised that any individual who submits an update on eContract Philly must be an authorized signatory of Provider, authorized to make the required updated disclosures.
- f. Reports generated automatically by the online process for the updated disclosures required by Sections F.8.b., c. and d. will be automatically forwarded to the President and Chief Clerk of Council, and to the Mayor, Director of Finance, Procurement Department, and the Department of Records.

**F.9. Executive Order 10-16: Gifts.**

- a. Pursuant to Executive Order 10-16, no City officer or employee may accept or receive a payment, subscription, advance, forbearance, rendering or deposit of money, services, entertainment, invitation, food, drink, travel, lodging or anything of value, unless consideration of equal or greater value is conveyed in return, from any person who, at time or within 12 months preceding the time a gift is received:
  - (1) is seeking, or has sought, official action from the officer or employee;
  - (2) has operations or activities regulated by the officer's or employee's agency, department, office, board or commission, or, in the case of gifts to members of the Mayor's Cabinet, has operations or activities that are regulated by any agency, department, office, board or commission within the Executive and Administrative branch; or
  - (3) has a financial or other substantial interest in acts or omissions taken by the officer or employee, which the officer or employee could substantially affect by his or her official action.
- b. Additionally, no City officer or employee shall accept or receive a gift of any value from any person that engages in lobbying on behalf of a principal for economic consideration, and is registered as such, pursuant to the requirements of Section 20-1202 of The Philadelphia Code or any other Applicable Law, including any attorney-at-law while engaged in lobbying.
- c. Provider understands and agrees that if it offers anything of value to a City official or employee under circumstances where the receipt of such item would violate the provisions of this Executive Order, Provider shall be subject to sanctions with respect to future City contracts. Such sanctions may range from disqualification from participation in a particular contract to debarment, depending on the nature of the violation.
- d. All City employees presented with gifts or gratuities as indicated in Executive Order 10-16 are required to report these actions to the appropriate authorities. All Providers that are solicited for gifts or gratuities by City employees must report these incidents to the appropriate authorities, including but not limited to the Office of the Inspector General.

**F.10. Chapter 17-1900 of the Philadelphia Code: Equal Benefits Ordinance.**

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

- (3) Discrimination or retaliation by Provider against any employee on account of having claimed a violation of Chapter 17-1900 shall be a material breach of this Contract.
- (4) In addition to any other rights and remedies available to the City pursuant to this Contract at law or in equity, a material breach of this Contract related to Chapter 17-1900 may result in the suspension or debarment of Provider from participating in City contracts for up to three (3) years.

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

#### **G. Confidentiality and Public Disclosure**

The successful Bidder shall treat all information obtained from the PRA and the City which is not generally available to the public as confidential and/or proprietary to the City. The successful Bidder shall exercise all reasonable precautions to prevent any information derived from such sources from being disclosed to any other person. The successful Bidder agrees to indemnify and hold harmless the PRA and the City, its officials and employees, from and against all liability, demands, claims, suits, losses, damages, causes of action, fines and judgments (including attorney's fees) resulting from any use or disclosure of such confidential and/or proprietary information by the successful Bidder or any person acquiring such information, directly or indirectly, from the successful Bidder.

By submission of a proposal, Bidders acknowledge and agree that the PRA and the City, as a municipal corporations, is subject to state and local public disclosure laws and, as such, is legally obligated to disclose to the public documents, including proposals, to the extent required thereunder. Without limiting the foregoing sentence, the PRA's and the City's legal obligations shall not be limited or expanded in any way by a Bidder's assertion of confidentiality and/or proprietary data.

#### **H. Compliance Monitoring**

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

#### **I. Statement of Acceptance**

Bidder has read and accepts the Professional Services Contract, General Provisions and Provider Agreement and this Request For Proposal. Provide statement as verification using the form provided in Exhibit I of this RFP.



**EXHIBIT I**  
**STATEMENT OF ACCEPTANCE**

**Bidder's Name:** \_\_\_\_\_

This is to verify that we have read and accept the Professional Services Contract, General Provisions and Provider Agreement and this Request for Proposal.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

## **EXHIBIT J**

**TAX STATUS CONFLICT OF INTEREST FORM (Included as a separate attachment)**

## **EXHIBIT K**

**CAMPAIGN CONTRIBUTION DISCLOSURE FORMS (Included as a separate attachment)**

## **EXHIBIT L**

**PRA Insurance Requirements (Included as a separate attachment)**