



**CITY OF PHILADELPHIA**

**Board of Ethics**

**REQUEST FOR PROPOSALS  
FOR**

**Lobbying Software**

**September 26<sup>th</sup> 2012**

**Deadline for Receipt of Proposals: Monday November 5<sup>th</sup> 2012**

**Pre-Proposal Meeting: Tuesday, October 9<sup>th</sup> 2012**

**Deadline for Questions: Monday October 15<sup>th</sup> 2012**

**City of Philadelphia  
Board of Ethics**

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*September 26<sup>th</sup> 2012*

**Table of Contents**

<b>1</b>	<b>General Information.....</b>	<b>1</b>
1.1	Background and General Scope of Work .....	1
1.2	General Statement of Proposal Requirements .....	2
1.3	Proposal Submission Date; Anticipated Procurement Schedule.....	3
1.4	City’s Primary Contact .....	4
1.5	Compliance with Chapter 17-1400 of The Philadelphia Code .....	4
<b>2</b>	<b>RFP Requirements and Conditions.....</b>	<b>4</b>
2.1	Fixed Price Proposal Required.....	4
2.2	Type of Solution Sought .....	5
2.3	Reserved.....	5
2.4	Maintenance and Support; Warranty; Training; Source Code .....	5
2.4.1	Maintenance and Support Services.....	5
2.4.2	Warranty .....	6
2.4.3	Training.....	6
2.4.4	Software Source Code .....	6
2.5	Responsiveness .....	7
2.6	Disclaimer .....	7
2.7	Publicity .....	7
2.8	Respondents Restricted.....	7
2.9	Participation of Disadvantaged Business Enterprises .....	8
2.10	Acceptance of the Terms and Conditions of This RFP.....	8
2.11	Proposal Submission, Evaluation and Selection .....	8
2.11.1	General.....	8
2.11.2	Rights and Options Reserved.....	8
2.11.3	Contract Negotiation and Award .....	9
2.11.4	Proposal Evaluation .....	10
2.11.5	Site Inspections .....	11
2.11.6	Prime Contractor Responsibility.....	11
2.12	Responsibility for Proposal Costs .....	12
2.13	Reserved.....	12
2.14	Withdrawal or Modification of Proposals.....	12
<b>3</b>	<b>Proposal Requirements .....</b>	<b>12</b>
3.1	Administrative Requirements .....	12
3.1.1	Mandatory Online Registration and Filing Requirements .....	12

3.1.2	Pre-Proposal Meeting .....	14
3.1.3	Addenda to the RFP; Requests for Information; Inconsistencies .....	14
3.1.4	Proposals Binding .....	15
3.1.5	Proposal Submission Requirements.....	15
3.2	Implementation Plan, Statement of Work, Project Schedule and Milestone Payment Schedule.....	16
3.3	Proposal Contents .....	16
3.3.1	Volume 1 – Qualifications of Respondents .....	16
3.3.2	Volume 2 – Technical Approach and Cost Proposal .....	19
3.4	Certification of Compliance with Equal Benefits Ordinance .....	22
3.5	Tax Status and Clearance Statement.....	23
<b>4</b>	<b>City-Wide Contract Requirements .....</b>	<b>24</b>
4.1	Term and Renewal .....	24
4.2	Certificate of Non-Indebtedness .....	24
4.3	Insurance; Performance and Payment Bonds.....	25
4.3.1	Insurance.....	25
4.3.2	Performance and Payment Bonds .....	27
4.4	Indemnification .....	28
4.5	Proprietary Rights Indemnification.....	28
4.5.1	Indemnification.....	28
4.5.2	Infringing Products. ....	28
4.5.3	Exclusive Remedy .....	29
4.6	Century Date Standard.....	29
4.6.1	Covered Work.....	29
4.6.2	Century Date Standard.....	29
4.6.3	Defects and Errors .....	30
4.7	Performance Standards .....	30
4.8	Acceptance.....	30
4.8.1	Conditional Acceptance.....	30
4.8.2	Final Acceptance .....	31
4.8.3	Acceptance Test(s); Test Plan(s) .....	31
4.8.4	Reliability Periods .....	32
4.9	Retainage .....	32
4.10	City Audit .....	33
4.11	Termination for Convenience .....	33
4.12	Termination for Default .....	33
4.13	Sales and Use Tax Exemption .....	34
4.14	Unavailability of Funds.....	34
4.15	Tax Requirements .....	34
4.16	Assignment .....	35
4.17	Document Preparation Fee.....	35
4.18	Nondisclosure of City Data and Contractor Data .....	35
4.18.1	Nondisclosure. ....	35
4.18.2	City Data.....	36
4.18.3	Contractor Data.....	36
4.18.4	Exclusions.....	36
4.18.5	Remedy for Breach .....	37
4.19	Ethics Requirements .....	37
4.19.1	Gifts .....	37

4.19.2	City Employee Interest in City Contracts .....	37
4.19.3	Conflict of Interest .....	38
4.19.4	Representation. ....	38
4.19.5	Post-Employment. ....	38
4.20	Non-Discrimination; Fair Practices .....	38
4.21	The Philadelphia Code, Section 17-400.....	38
4.22	Americans with Disabilities Act .....	39
4.23	Business Interests in Northern Ireland.....	39
4.24	Business, Corporate and Slavery Era Insurance Disclosure. ....	40
4.25	Limited English Proficiency .....	40
4.26	Health Insurance Portability and Accountability Act .....	41
4.27	Philadelphia 21 <sup>st</sup> Century Minimum Wage and Benefits Standard.....	41
Appendix A	Detailed Project Requirements	
Appendix B	Reserved	
Appendix C	Cost Proposal Requirements	
Appendix D	Requirements Compliance Certification	
Appendix E	Training Requirements	
Appendix F	Anti-Discrimination Policy	
Appendix G	Provisions Required by Chapter 17-1400 of the Philadelphia Code	
Appendix H	Tax and Regulatory Status and Clearance Statement	
Appendix I	City of Philadelphia System Architecture Standard	
Appendix J	Web-Creative-Services-Standards	

# 1 General Information

## 1.1 Background and General Scope of Work

The goal of this project is to design and implement a complete online lobbying system, Philadelphia Lobbying Information System (PLIS) to be utilized by Lobbyists, Lobbying Firms, Principals (registrants) to register and file reports; by citizens to search and download lobbying information; and by internal Board of Ethics (Board) employees to administer the City's lobbying law and regulations. The Lobbying Code, Chapter 20-1200 of the Philadelphia Code, became effective on June 16, 2010. The purpose of the Lobbying Code is to make citizens more informed about legislative and administrative lobbying conducted in the City. The Lobbying Code requires that the City implement lobbying registration, reporting, and public search capability for lobbyist information in an automated online system. The City has no online system in place to accomplish these tasks. The purpose of this RFP is to solicit proposals from qualified contractors with experience working with municipal governments to design and implement the comprehensive automated online lobbying system.

Numerous municipal and state governments currently have online Lobbying systems. The City has determined that such a system is needed in Philadelphia to track who is engaged in lobbying and what is being spent on lobbying activity within the City, to collect yearly lobbying registration fees due to the City, to provide information to the public about lobbying, and to permit the Board to administer the Lobbying Code.

The PLIS must serve the needs of three distinct groups: 1) lobbyists, lobbying firms, and principals (registrants) to register and file expense reports, amendments and terminations; 2) citizens to search online for and download lobbying information; and 3) internal Board of Ethics (Board) employees to administer and enforce the City's lobbying law. Basic business needs for the PLIS are as follows:

- Provide an initial enrollment process for lobbyists, lobbying firms, and principals to obtain a unique ID number, user name and password for access to PLIS;
- Permit lobbyists, lobbying firms and principals to file detailed information about themselves and their lobbying activity;
- Provide an electronic signature process for registrations and expense reports generated by the PLIS;
- Provide an online payment method to collect Registration Fees from Lobbyists, Lobbying Firms, and Principals.
- Allow multiple registrants listed in an expense report to affirm its contents;
- Permit the Board to collect and track information about Lobbyists, Lobbying Firms, Principals who are engaged in lobbying in Philadelphia from registrations and amendments filed online;

- Permit the Board to collect and track the subjects of lobbying, details of lobbying direct and indirect communications, expenditures made for lobbying and for gifts, hospitality, transportation and lodging from expense reports and amendments filed online;
- Develop sufficient information from PLIS to enable the Board to conduct enforcement activity;
- Provide the Board a mechanism for publishing registrations, expense reports, and amendments as PDFs and as data to the public searchable site;
- Provide citizens with the ability to search for and download Lobbying registration and expense report information easily via the internet and to generate a PDF of each registration or expense report or amended registration or expense report.
- Provide an on-line directory of Lobbyists with standardized photos;
- Provide the Board with reporting and analysis capabilities using Lobbying information;

No computer hardware or other equipment, and no network or computer installation services (such as cabling or physical installation of equipment) will be purchased under any contract resulting from this Request for Proposals. The City will purchase such equipment and services separately, through its normal procurement process.

The City's preference is for a web-based solution; the City will consider both self-hosted and vendor-hosted solutions. The costs for each type of solution should be included in the RFP responses along with the vendor's preference and the advantages and disadvantages of each proposed solution. Both options need to be fixed cost. The City will consider proposals that adapt an existing system or that create a new solution as long as they satisfy the requirements in this RFP, the Lobbying Code and Board of Ethics Regulation 9. **The City seeks a solution that can be designed and implemented in a four-month timeframe or less.** (The Lobbying Code and Board of Ethics Regulation 9 are available on the Board of Ethics website at <http://www.phila.gov/ethicsboard/lobbying.html>.)

## 1.2 General Statement of Proposal Requirements

Vendor proposals must include the following:

- Application software features and functions
- A description of software features and functions that can be configured to meet specific and unique needs of the City
- A description of software features and functions that must be customized to meet specific and unique requirements of the City
- Testing Plan including User Acceptance Testing (UAT)
- Implementation Plan
- Training plan that includes end user training, as well as other applicable technical and user training

- A description of the software maintenance and technical support provided by the vendor
- Fixed price costs associated with each of these items must be included in the proposal.
- List hardware and any additional software required for proposal solution

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

### 1.3 Proposal Submission Date; Anticipated Procurement Schedule

The date for submitting Proposals pursuant to this RFP (the “Submission Date”) is as provided below. Proposals must be submitted as provided in Section 3.1.6, *Proposal Submission Requirements*, by the time on the Submission Date indicated below.

<u>Date</u>	<u>Activity</u>
9/26/2012	Issue Request for Proposals
10/09/2012	Pre-Proposal Meeting Location: Municipal Services Building 1401 J.F.K. Blvd., 16 <sup>th</sup> Floor, Rm X 10:00 a.m. – 12:00 p.m.
10/15/2012	Submit questions, requests for clarification, information to Primary Contact, in writing
11/05/2012	Submit Proposals
11/26/2012	Notice of Intent to Contract
01/02/2013	Project start

These dates are estimates only and the City reserves the right, in its sole discretion, to alter this schedule as it deems necessary or appropriate. Notice of changes in the Pre-Proposal Meeting date/time or location, the due date/time for submission of Respondent questions, and the date/time for Proposal Submission will be posted on the City’s website at <https://secure.phila.gov/econtract> (“eContract Philly”). The other dates/times listed may be changed without notice to prospective Respondents.

Respondents must submit their response and application electronically on eContract Philly and in accordance with Section 3.1.6, *Proposal Submission Requirements*. Submissions will not be considered unless the Respondent has proceeded through the eContract Philly system. For more information, please consult the reference materials found on the website, e-mail [econtractphilly@phila.gov](mailto:econtractphilly@phila.gov) or call 215-686-4914. **Respondents who have failed to file complete applications through the eContract Philly online application process prior to the closing date and time will *not* be considered for the contract.** The City encourages Respondents to start and complete their online applications as early as possible.

## **1.4 City's Primary Contact**

The name, address, and contact information for the City's Primary Contact for this RFP are as follows:

Nedda Massar - Deputy Executive Director  
Board of Ethics  
1515 Arch Street, 18<sup>th</sup> Floor  
Philadelphia, Pa. 19102-1504  
E-mail address: Nedda.Massar@phila.gov  
Phone #: (215) 686-9450  
Fax #: (215) 686-9453

All questions, requests for clarification, and requests for additional information regarding this RFP must be submitted in writing by the deadline set forth in Section 1.3. No oral response by any employee or agent of the City shall be binding on the City, or shall in any way constitute a commitment by the City. If a Respondent finds any inconsistency or ambiguity in the RFP, the Respondent is requested to notify the City.

## **1.5 Compliance with Chapter 17-1400 of The Philadelphia Code**

Under any contract resulting from this RFP, the successful Respondent shall be required to comply with the terms and conditions set forth in Appendix G, *Provisions Required by Chapter 17-1400 of the Philadelphia Code*, which shall be incorporated into the contract.

# **2 RFP Requirements and Conditions**

## **2.1 Fixed Price Proposal Required**

Cost proposals for the Lobbying System must be "fixed price" proposals. The proposed price must include all costs that will be incurred for the purchase and implementation of the System, including, but not limited to, costs for the following: integration and project management; software development; software testing; installation and implementation of software; maintenance for software (including middleware, database, communication, operating system, and other software); maintenance for hardware if required under the RFP; software; training services if required under the RFP; and all other work proposed. If a Respondent offers options and/or alternates that are not included in the fixed price for the proposed System, the Respondent must provide for each such option/alternate the following information:

- A detailed description of the option/alternate (including, but not limited to, all features and functionality that will be unavailable in the base System if the option/alternate is not purchased);
- A full explanation of the rationale for not incorporating such functionality in the base System;
- Detailed cost information for each option/alternate, in accordance with the cost proposal requirements of the RFP.



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

## **2.2 Type of Solution Sought**

The City seeks to implement a “state of the art” Lobbying System, which will satisfy all of the City’s current requirements, as specified in this RFP, yet be easy to maintain and easy and inexpensive upgrade and expand to satisfy future needs for additional functionality and/or processing capacity. The City requests that Respondents offer their “best” solutions that will satisfy the requirements set forth in this RFP. The City will consider all solutions of all types, including: (i) solutions that use “off-the-shelf” software packages, custom software solutions systems, or a combination of “off the shelf” and custom software.

**The City prefers a solution hosted in a cloud/(SaaS, IaaS, PaaS) environment where vendor is responsible for establishing and maintaining the software, infrastructure and/or platform within defined service levels and consumption-based economics.** An on-premise private or hybrid cloud solution in the City’s data center option would be considered, as well.

The City seeks a comprehensive lobbying software system solution that automates the requirements of the Lobbying Code and Regulation 9. Interim manual registration and expense report forms have been published on the Board of Ethics website at <http://www.phila.gov/ethicsboard/lobbying.html>. The purpose of these forms is to provide for lobbyist registration and reporting until an automated online solution is implemented.

Respondents are advised that the City does not seek and does not want a solution that simply automates these interim forms. Proposals that do so without comprehensively addressing the requirements of this RFP and the compliance requirements of the Lobbying Code and Regulation 9 will not, in the City’s discretion, be considered under this RFP.

## **2.3 Reserved**

## **2.4 Maintenance and Support; Warranty; Training; Source Code**

### **2.4.1 Maintenance and Support Services**

The Proposal must include a section describing the maintenance and support services to be provided under the contract resulting from the RFP. A minimum of one (1) year of maintenance/support services, commencing on final acceptance of the System and project by the City, must be included in the fixed price cost proposal, with the price identified in a separate line item. The City expects that maintenance and support will be furnished on a “turnkey” basis – i.e.

the successful Respondent will itself be contractually responsible for all maintenance and support services for all elements of the System, including but not limited to all software and any data transport services that are required under the contract, and will be the single point of contact for service and support. Respondents are requested to price four additional years of maintenance and support, with the price for each of years two through five identified in a separate line item. The City expects that the successful Respondent will guarantee the availability of maintenance and support services for application software, on the foregoing “turnkey” basis, for a minimum of five (4) years from final acceptance of the System (initial year plus three maintenance years). Proposals must include a description of the proposed services, stating whether the Respondent will comply with the foregoing terms, and describing the Respondents problem resolution procedures – including problem severity classifications, response times and “fix” times for each level of severity, and the escalation procedures (including on-site service) that will apply where resolution is not immediately achieved.

#### **2.4.2 Warranty**

The City requires a warranty from the successful Respondent that covers the entire System, including all software, other deliverables, design, implementation/integration and other services required under the contract resulting from the RFP and ensures compliance with all specifications, including performance standards, in the contract. The warranty must be on a “turnkey” basis – i.e. the successful Respondent must itself be contractually responsible for all warranty obligations and must be the single point of contact for service under the warranty. The warranty period must be a minimum of one (1) year, commencing on final acceptance of the System and project by the City. The price of such a one year warranty must be included in the fixed price cost proposal, with the price identified in a separate line item. The City strongly prefers a two year or greater warranty period and requests that Respondents price two additional warranty years, with the price for each additional warranty year identified in a separate line item of the cost proposal. Any premium charged for a warranty year – i.e. any charge in addition to the price for a concurrent year’s maintenance and support services – should be identified in the cost proposal.

#### **2.4.3 Training**

The City requires the user training and other training services described in Appendix E, *Training Requirements*, in accordance with the conditions there provided. Proposals should describe, and in the Cost Proposal provide line item costs for, the training that the Respondent is capable of providing, the training methodologies and materials to be used, and the Respondent’s experience in furnishing the kinds of training requested. Proposals should state clearly, in the Requirements Compliance Certification, whether each type of training requested will be offered in accordance with the requirements of Appendix E.

#### **2.4.4 Software Source Code**

The City expects delivery and ownership of the source code, including complete documentation and specifications, for custom software developed and furnished specifically for the System under any contract resulting from this RFP. For software that is proprietary to the successful Respondent or to third parties, the City expects that source code, including complete documentation and specifications, will be deposited in escrow, at no expense to the City and on

terms satisfactory to the City, with regular updates of the deposited code and documentation to reflect enhancements, upgrades, updates, and corrections to the software.

## **2.5 Responsiveness**

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

## **2.6 Disclaimer**

This RFP and the process it describes are proprietary to the City and are for the sole and exclusive benefit of the City. This RFP is not binding on the City. No other party, including any Respondent to this RFP or future Respondent to any RFP that may be issued by the City, is intended to be granted any rights hereunder. Proposals and other materials submitted in response to this RFP, whether written or verbal and including, without limitation, ideas of Proposers elicited in response to the RFP, shall become the sole and absolute property of the City upon submission or communication, and the City shall have title thereto and unrestricted use thereof. The City shall have the right to disclose the Proposals, materials and any ideas to any person or entity including, employees of the City, its consultants and contractors, and authorized agents, as required to carry out this RFP procurement. Any such Proposal, materials, and ideas may be publicly disclosed by the City or any authorized agent of the City, for any reason the City, in its sole discretion, deems appropriate, or pursuant to the Pennsylvania Right To Know Act or other applicable law. The Proposer acknowledges and agrees that the City and its authorized agents shall have the foregoing right of public disclosure notwithstanding any notice or statement by the Proposer (whether made in the Proposal or otherwise) asserting the confidential or proprietary nature of the Proposal or of any materials submitted or ideas elicited in response to the RFP.

## **2.7 Publicity**

All publicity (including, but not limited to, news releases, news conferences, and commercial advertising) relating to this RFP and/or the services or products sought by this RFP and/or any contract awarded pursuant to this RFP shall require the prior written approval of the Adel W. Ebeid - Chief Innovation Officer

## **2.8 Respondents Restricted**

No Proposal shall be accepted from, or contract awarded to, any City employee or official, or any firm in which a City employee or official has a direct or indirect financial interest. No Respondent may be the prime contractor or prime Respondent for more than one Proposal submitted pursuant to this RFP. Entities that are legally related to each other or to a common entity may not submit separate Proposals as prime contractors or prime Respondents. Any Proposal may be rejected that, in the City's sole judgment, does not comply with these

conditions. Nothing contained in this RFP is intended to preclude a Proposal by a system integrator that proposes to perform the substantive work proposed through subcontractors.

## **2.9 Participation of Disadvantaged Business Enterprises**

Each Respondent is subject to the provisions of Mayoral Executive Orders 02-05 and 14-08 and is required to respond to the ranges specified in an appendix included with this RFP for participation by Minority Business Enterprises (“MBE”), Woman Business Enterprises (“WBE”) and Disabled Business Enterprises (“DSBE”) (collectively, “M/W/DSBE”) as those terms are defined in Executive Orders 02-05 and 14-08. The City’s Antidiscrimination Policy for City Contracts explains these requirements in more detail in Appendix F to this RFP. Respondents are required to complete and include in their proposals the “Solicitation for Participation and Commitment Form” which, together with instructions for completion of the form, is also included in the appendix.

## **2.10 Acceptance of the Terms and Conditions of This RFP**

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

## **2.11 Proposal Submission, Evaluation and Selection**

### **2.11.1 General**

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

### **2.11.2 Rights and Options Reserved**

The City reserves and in its sole discretion may, but shall not be required to, exercise the following rights and options with respect to the Proposal submission, evaluation and selection process under this RFP:

- (a) To reject any Proposals if, in the City’s sole discretion, the Proposal is incomplete, the Proposal is not responsive to the requirements of this RFP (see “Detailed Project Requirements” in the RFP appendices), the Respondent does not meet the Qualifications set forth in the RFP, or it is otherwise in the City’s best interest to do so;
- (b) To supplement, amend, substitute or otherwise modify this RFP at any time prior to selection of one or more Respondents for negotiation and to cancel this RFP with or without issuing another RFP;
- (c) To accept or reject any or all of the items in any Proposal and award the contract(s) in whole or in part if it is deemed in the City’s best interest to do so;

- (d) To reject the Proposal of any Respondent that, in the City's sole judgment, has been delinquent or unfaithful in the performance of any contract with the City or with others, is financially or technically incapable or is otherwise not a responsible Respondent;
- (e) To reject as informal, non-responsive, or otherwise non-compliant with the requirements of this RFP any Proposal which, in the City's sole judgment, is incomplete, is not in conformity with applicable law, is conditioned in any way that is unacceptable to the City, deviates from this RFP and its requirements, contains erasures, ambiguities, or alterations, or proposes or requires items of work not called for by this RFP;
- (f) To waive any informality, defect, non-responsiveness and/or deviation from this RFP and its requirements that is not, in the City's sole judgment, material to the Proposal;
- (g) To permit or reject at the City's sole discretion, amendments (including information inadvertently omitted), modifications, alterations and/or corrections of Proposals by some or all of the Respondents following Proposal submission;
- (h) To request that some or all of the Respondents modify Proposals based upon the City's review and evaluation;
- (i) To request additional or clarifying information or more detailed information from any Respondent at any time, before or after Proposal submission, including information inadvertently omitted by the Respondent;
- (j) To inspect and otherwise investigate projects performed by the Respondent, whether or not referenced in the Proposal, with or without the consent of or notice to the Respondent;
- (k) To conduct such investigations with respect to the financial, technical, and other qualifications of each Respondent as the City, in its sole discretion, deems necessary or appropriate; and
- (l) To waive and/or amend any of the factors identified in the RFP as pertaining to the Respondent's qualifications.

### **2.11.3 Contract Negotiation and Award**

The City reserves and in its sole discretion may, but shall not be required to, exercise the following rights and options with respect to the contract negotiation and award process resulting from this RFP:

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

In the event negotiations with any Respondent(s) are not satisfactory to the City, the City reserves the right to discontinue such negotiations at any time; to enter into or continue negotiations with other Respondents; to enter into negotiations with firms that did not respond to this RFP and/or to solicit new proposals from firms that did not respond to this RFP, including but not limited to negotiations or proposals for components of the System, if any, that are deleted

by the City from the successful Proposal or the contract resulting from it. The City reserves the right not to enter into any contract with any Respondent, with or without re-issue of the RFP, if the City determines that such is in the City's best interest.

#### **2.11.4 Proposal Evaluation**

Proposals the City determines, in its sole discretion, are responsive to the RFP will be reviewed by a selection committee designated by the City. The City, in its sole discretion, may require any Respondent to make one or more presentations of its Proposal to the selection committee, in City offices, at no cost to the City, addressing its ability to satisfy the requirements of this RFP. The City shall not be required, however, to permit any Respondent to make such a demonstration.

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

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

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

- (a) Project understanding and soundness of proposed project methodology, including but not limited to the detail and accuracy of the proposed scope and statement of work and implementation plan;
- (b) The impact of the proposed solution on the operations of the using department, and the demonstrated ability of the solution to enhance operational efficiency and effectiveness;
- (c) The Respondent's financial and technical qualifications to perform the work required by the RFP, as presented in its Proposal and determined by any other investigations conducted or information obtained by the City;
- (d) References provided by the Respondent, particularly from projects of similar complexity and scope;
- (e) Commitment and ability to complete the project within the time frame specified in the Proposal;
- (f) The Cost Proposal, including long-term cost of any software license fees, recurring maintenance and support costs, and other fees;

- (g) Demonstrated ability to provide software and technical solutions comparable to those requested in this RFP;
- (h) Compliance with RFP Requirements, including, but not limited to, the ability of the specific software and services Proposed to satisfy the RFP's functional, performance, and other requirements for the System;
- (i) Superior ability or capacity to meet particular requirements of contract and needs of City Department and those it serves;
- (j) Eligibility under Code provisions relating to campaign contributions;
- (k) Superior prior experience of Respondent and staff;
- (l) Superior quality, efficiency and fitness of proposed solution for City Department;
- (m) Superior skill and reputation, including timeliness and demonstrable results;
- (n) Special benefit to continuing services of incumbent, such as operational difficulties with transition or needs of population being served;
- (o) Benefit of promoting long-term competitive development and allocation of experience to new or small businesses, including those owned by minority or disabled persons or by women;
- (p) Administrative and operational efficiency, requiring less City oversight and administration;
- (q) Anticipated long-term effectiveness;
- (r) Meets qualification/prequalification requirements as set forth in this RFP; and
- (s) Any other factors the City considers relevant to the evaluation of the Proposal.

### **2.11.5 Site Inspections**

The City may, at its sole option, inspect the Respondent's work at one or more sites where the Respondent's or a proposed subcontractor's products are installed or services have been provided. If a list of such sites is not required elsewhere in this RFP or included in its Proposal, the Respondent will promptly provide such a list upon written request by the City.

### **2.11.6 Prime Contractor Responsibility**

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

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

## **2.12 Responsibility for Proposal Costs**

The Respondent shall be solely and fully responsible for all costs associated with the development, preparation, transmittal, and submission of any Proposal or material submitted in response to this RFP. The City may, in its sole discretion, ask selected Respondents to present their Proposal in person to the City's representatives at the City's offices, and the costs of such presentations, as well as the costs of any pilot implementation required by the City under Section 2.3, shall be solely the responsibility of the Respondent. The City assumes no contractual or other obligations as a result of the issuance of this RFP, the preparation or submission of a Proposal by a Respondent, the evaluation of Proposals, the Respondent's conduct of presentations or pilot implementations, or the selection of any Respondent for further negotiations. There may be no claims whatsoever for reimbursement from the City or any of its consultants for such costs. All costs incurred by the Respondent during the selection process and during negotiations will be solely the responsibility of the Respondent.

## **2.13 Reserved**

## **2.14 Withdrawal or Modification of Proposals**

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

# **3 Proposal Requirements**

## **3.1 Administrative Requirements**

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

### **3.1.1 Mandatory Online Registration and Filing Requirements**

The City requires that all Respondents apply online in order to be eligible for award of the non-competitively bid contract opportunity described in this RFP; proposals and any other related documents prepared in response to this RFP will not be considered unless they are filed, within the prescribed time period, through eContract Philly. The posting of this RFP on eContract Philly is also referred to as a Notice of Contracting Opportunity.

Any Respondent who establishes an account on eContract Philly and utilizes that account for the purpose of responding to a particular contract opportunity must be the same individual or business entity that, if awarded the contract, will enter into and perform the resulting contract with the City. Except in the case of joint ventures, applications submitted through eContract Philly from Respondents that purport to be filing an application on behalf of another individual or business entity will not be considered, even if the other business entity is an affiliate of the Respondent.



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

Respondents and contractors are required disclose their campaign contributions to political candidates and incumbents who are running for, or currently serving in, a local (Philadelphia) or state-wide elected office anywhere within the Commonwealth of Pennsylvania (federal campaign contributions are not included); any consultants used in responding to the RFP and contributions those consultants have made; prospective subcontractors; and whether Respondents or any representative of Respondents has received any requests for money or other items of value or advice on particular firms to satisfy minority-, woman- or disabled-owned business participation goals from City employees. This information, as well as a proposal or any other response document required, is part of the online application and is required pursuant to Chapter 17-1400 of the Philadelphia Code (*see* Appendix G of the RFP). For more information, please consult the reference materials found on the website, e-mail [econtractphilly@phila.gov](mailto:econtractphilly@phila.gov) or call 215-686-4914.

Respondents who have failed to file complete applications – including using the online disclosure forms provided – through the eContract Philly online application process prior to the closing date and time will not be considered for the contract.

Respondents are encouraged to start and complete their online applications on eContract Philly as early as possible. Please be aware that Internet connection speed depends on a variety of factors including: configuration of your computer, configuration of your business or home network, the condition of the wiring at your location, and network or Internet congestion (available bandwidth). Please prepare and plan accordingly to ensure a timely submission. Proposals and other application documents will not be considered submitted until the application is signed and submitted through eContract Philly.

Respondents can begin uploading (or attaching) proposals and other application materials at any time. It is prudent to start uploading your attachments earlier if you have a large number of attachments (e.g. over five documents) or larger-sized attachments (e.g. above 5 MB). Application materials are not available for review by the City until the completed application is signed and submitted, at which time application materials are accessible only to appropriate City staff.

Any individual who signs and submits an application on eContract Philly must be an authorized signatory of the Respondent, authorized to both bind the Respondent to its proposal and to make the disclosures required to complete the eContract Philly process. Therefore, in conjunction with their electronic signatures provided at the conclusion of the submission of their applications online, signatories will be required to certify that they are the Respondent or are employees or officers of the Respondent duly authorized to execute the application and make disclosures on the Respondent's behalf; and they represent and covenant that, to the best of their knowledge after appropriate inquiry, all of the information and disclosures provided are true and contain no material misstatement or omissions.

Except as expressly provided otherwise on eContract Philly, Respondents that obtain the RFP via eContract Philly shall be bound by all instructions, disclaimers, terms and conditions for viewing, downloading and/or printing the RFP that are posted on the "Terms of Use" page of the site (accessed by clicking on the "Terms of Use" link on the Phila.Gov Home Page). These Terms of Use are incorporated in and made a part of this RFP by reference.

### **3.1.2 Pre-Proposal Meeting**

A Pre-Proposal Meeting to review the requirements of this RFP will be held in Philadelphia, Pennsylvania on October 9, 2012, starting at 10:00 AM EST, at the following location: Municipal Services Building, 1401 J.F.K. Blvd., 16<sup>th</sup> Floor, Room X, Philadelphia, PA 19102.

The City believes that attendance at the Pre-Proposal Meeting is essential for successful participation in this RFP procurement and expects every Respondent to attend. The City reserves the right, in its sole discretion, to reject any Proposal submitted by a Respondent that does not attend the Pre-Proposal Meeting, but may, in its sole discretion, consider such a Proposal if it deems consideration to be in the City's best interest, or determines that the Respondent's failure to attend was caused by circumstances reasonably beyond the Respondent's control.

### **3.1.3 Addenda to the RFP; Requests for Information; Inconsistencies**

The City may, in its sole discretion, issue addenda to this RFP containing responses to questions and requests for information, addressing matters raised at the Pre-Proposal meeting(s), clarifications of the RFP, revisions to the RFP, or any other matters that the City deems appropriate. Addenda will be posted on eContract Philly. It is the Respondent's responsibility to monitor eContract Philly for Addenda and to comply with their terms.

All questions, requests for clarification, and requests for additional information regarding this RFP must be submitted to the City's Primary Contact not later than the deadline set forth in Section 1.3. All such questions and requests must be submitted in writing, by facsimile, U.S. mail, private delivery service, hand delivery, or email to the City's Primary Contact. Responses to such questions and requests shall be at the City's sole discretion and nothing in this RFP shall create an obligation on the City to respond to the submitting party or at all. In the City's sole discretion, responses may be posted on eContract Philly without formal notification to prospective Respondents.

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

If a Respondent finds any inconsistency or ambiguity in the RFP or an addendum to the RFP issued by the City, the Respondent is requested to notify the City in writing.

### **3.1.4 Proposals Binding**

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

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

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

### **3.1.5 Proposal Submission Requirements**

Proposals submitted in response to this RFP must be submitted electronically on eContract Philly, in accordance with the instructions and requirements there posted and by the time and date provided in Section 1.3, *Proposal Submission Date; Anticipated Procurement Schedule*. Proposals should include a table of contents listing all sections, figures, and tables and their corresponding page numbers.

In addition to submission on eContract Philly, eight (8) printed paper copies of the Proposal must be received by the City's Primary Contact at the location provided in the Section 1.4, *City Primary Contact*, by the time and date provided in Section 1.3, *Proposal Submission Date; Anticipated Procurement Schedule*, and must be true and correct copies of the Proposal as submitted on eContract Philly.

Qualifications and Technical/Cost Proposals in Separate Volumes. Respondents will organize their Proposals into two separate electronic files, referred to herein as Volume 1 and Volume 2. The details for each volume are provided below:

- Volume 1 - Qualifications

Volume 1 will set forth the Respondent's qualifications, and must be labeled on the cover with "Lobbying Software Proposal, Volume 1 – Vendor Qualifications." The required contents of Volume 1 are defined in the "Qualifications of Respondents" section below.

- Volume 2 – Technical Approach and Cost Proposal  
Volume 2 will set forth the Respondent’s technical approach and solution for meeting the requirements of the RFP, and its cost Proposal, and must be labeled on the cover with " Lobbying Software Proposal, Volume 2 – Technical Approach and Cost Proposal." The required contents of Volume 2 are defined in the “Technical Approach and Cost Proposal” section below.

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

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

- (a) an implementation plan for the proposed System and/or services that describes in detail (i) the methods, including controls, by which the Respondent manages projects of the type sought by this RFP; (ii) where software is to be developed, customized, and/or implemented as part of the project, the Respondent’s software development and implementation methodology, including, but not limited to, version control, error correction, pre-delivery testing and de-bugging procedures, and post-installation testing; (iii) and any other project management or implementation strategies or techniques that the Respondent intends to employ in carrying out the work;
- (b) a detailed statement of the work to be performed, in a form that the Respondent considers appropriate and sufficient for incorporation in a contract document;
- (c) a detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, principal schedule milestones, and overall time of completion; and
- (d) a milestone payment schedule setting forth the frequency and amount of progress payments, and identifying the tasks and deliverables (“milestones”) to be completed for each payment.

Proposals will be evaluated in part on the adequacy of the proposed Project Documents. The City reserves the right, in its sole discretion, to impose additional or different requirements on any of the Project Documents submitted in any Proposal, without notice to other Respondents.

### **3.3 Proposal Contents**

#### **3.3.1 Volume 1 – Qualifications of Respondents**

Proposals will be evaluated, in part, on the Respondent’s ability, in the City’s sole judgment, to demonstrate technical and financial capacity to perform the work it proposes in accordance with the requirements of this RFP. Respondents are accordingly required to furnish the information described below. The City reserves the right, in its sole discretion, to require additional or different qualifications information, and is the sole judge of whether the Respondent’s

submissions meet the information requirements provided below and are sufficient to demonstrate the Respondent's qualifications.

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

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

- (a) Name, street address, mailing address if different, email address, and telephone and facsimile numbers of the Respondent.
- (b) Year established (include former firm names and year each applied). Identify the country and state in which the firm was incorporated or otherwise organized.
- (c) Type of ownership and parent company and subsidiaries, if any. Include dates of any corporate mergers and/or acquisitions including all present and former subsidiaries with dates of any and all re-structuring since the founding date.
- (d) Address and telephone number of production facility(ies) where any of the work is to be accomplished (if different than item a); name, address, and telephone number of the proposed project manager.
- (e) A narrative description and organization chart depicting the management of the Respondent's organization and its relationship to any larger business entity.
- (f) A description of the overall operations of the Respondent, the number and scope of other projects currently ongoing or set to begin in the near future.
- (g) A narrative description of Respondent's familiarity with and prior operating experience in the Philadelphia region. Specifically identify (i) all projects in the last five years on which Respondent has worked that are valued at over \$100,000 and located in the City of Philadelphia, (ii) any contracts valued at over \$100,000 entered into with the City of Philadelphia in the last five years; and (iii) any contracts valued at over \$100,000 entered into with any other government entity in the last five years (the 30 most recent such contracts shall be sufficient; Respondents may list more than 30).

- (h) Provide, at Respondent's option, any additional information not specifically listed above which demonstrates the qualifications of the Respondent to perform the scope of work specified in this RFP.

Volume 1, Section 2: Technical Qualifications

- (a) The Respondent shall provide information that demonstrates that it possesses the technical expertise that the City requires for this RFP.
- (b) Respondents should submit references from owners of projects that are comparable in size, complexity and scope of work sought by this RFP. The references should also demonstrate the Respondent experience with the technology solution proposed. The histories of such projects that they have completed, firm resumes and resumes of key personnel should also be included as well as other such information believed to demonstrates the indicated types of experience. All references should include the name, title, telephone number of both the current owner of the project and the owner of the project at time of work effort. Specific reasons for using the reference must also be provided.
- (c) The Respondent must demonstrate adequate experience in the following areas; the City prefers a minimum of five years such experience:
  - (1) Large-scale, distributed database design and implementation.
  - (2) Software design, integration, testing and support.
  - (3) Large-scale project management experience.
  - (4) High availability systems that are mission critical.
  - (5) Previous installations of Enrollment, Reporting and Public Disclosure systems.
  - (6) Previous experience and installation of municipal, state or federal information systems.
  - (7) Experience in managing transition to the proposed environment.
  - (8) Experience with the process proposed to implement the solution (either package or build), including demonstrated ability to control peripheral devices (i.e. mobile devices, scanners, etc.).
  - (9) Architecture and design services.
  - (10) Installation services.
- (d) Additional experience in the following areas, while not mandatory, is preferred:
  - (11) Experience with web based, enrollment/authentication, creation of custom web forms, and development of software for public data search
  - (12) Experienced with systems integration
  - (13) Experience developing for and supporting governmental agencies
  - (14) Secure datacenter if proposing cloud based solution
  - (15) Local support (EST or CST)
  - (16) Vendors that have demonstrated previous Lobbying System development experience or other equivalent registration and public disclosure systems
  - (17) Vendors owned and led by minorities, women and/or persons with disabilities
  - (18) Vendors with main offices located in Philadelphia or the Tri-State area (PA, DE, NJ)

Volume 1, Section 3: Financial Qualifications. The Respondent shall provide:

- (a) A narrative that demonstrates its financial capacity to undertake and complete the project as proposed and to furnish software systems and/or services in accordance with the RFP;
- (b) A current audited statement of financial condition, prepared by an independent certified public accountant;
- (c) Financial statements for the two (2) years preceding the year to which the statement required in b applies, prepared by an independent certified public accountant;
- (d) A bank reference;
- (e) A statement disclosing any audits of the Respondent by the federal government;
- (f) A statement disclosing any bankruptcy or insolvency proceeding that Respondent has filed or that has been against Respondent pursuant to Chapter 11 or Chapter 7 of the United States Bankruptcy Code, or any applicable state law of comparable effect.
- (g) If performance and/or payment bonds are required under the RFP, a notarized letter from an approved surety stating the willingness of the surety to issue the bonds to the Respondent as principal;
- (h) A description of contracts with municipalities for work of similar type, scope, and value as the work sought by this RFP; including, for each, the name, address, and telephone number of a contact person;
- (i) A copy of the most recent Form 10-K filed by the Respondent with the U.S. Securities and Exchange Commission, and copies of all Form 8-Ks filed since the filing of the most recent 10-K. If a Form 10-K is not filed with the SEC, submit the following:
  - certified audited financial statements for the past three fiscal years including, at a minimum, income statements, balance sheets and statements of changes in financial position; if fewer than three years of financial statements are available, this information should be provided to the fullest extent possible;
  - copies of the latest quarterly financial reports;
  - a copy of the Respondent's most recent annual report;
- (j) If the Proposal is submitted by a partnership and/or joint venture, provide full information concerning the nature and structure of the partnership and/or joint venture, including:
  - What entity will be guaranteeing contract performance?
  - Date of joint venture or partnership.
  - Does the agreement between members comprising the joint venture make each jointly and severally liable for contractual obligations of this project?
- (k) Any other information not specifically itemized above that it believes to be demonstrative of its financial capacity.

### **3.3.2 Volume 2 – Technical Approach and Cost Proposal**

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

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

- (a) Organizational charts addressing the delineation of authority and responsibilities in performing the work described in the Proposal and identifying all key personnel, including, but not limited to, the project manager.
- (b) Company affiliation, job title, and resume of each individual listed in on the organizational chart, setting forth work experience, education, professional achievements, and any publications related to the type of work to be performed. (The City will require that the key people proposed for the project participate in their proposed capacities and the City must approve any substitutions or replacements.)
- (c) Detailed descriptions of the following:
  - The system development methodology as defined in the “Project Approach and Plan” in the RFP Appendices;
  - The project management approach as defined in the “Project Approach and Plan” in the RFP Appendices;
  - All computer hardware, communications equipment, network equipment, and other equipment required for the software system proposed, with detailed specifications for each;
  - A mapping of functional and other requirements to the technology requirements;
  - Reasons for selection of hardware and software environment, if applicable; and,
  - The proposed pilot (“proof of concept”) implementation, if required by the RFP.

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

- (a) The proposed Project Documents, as described in Section 3.2, *Implementation Plan, Statement of Work, Project Schedule and Milestone Payment Schedule*;
- (b) A comprehensive list of tasks required to complete the scope of work proposed, with estimated effort (expressed in persons, identified by skill set, and hours) required for each task;
- (c) A detailed written description of how the Respondent intends to accomplish each task;
- (d) The name of key personnel identified in Volume 2, Section 1 who will be assigned to complete each task;
- (e) The approximate amount of time each day that each of the key personnel identified in Volume 2, Section 1 will spend on the project (e.g. Project Director will spend approximately 25 percent of his/her time during Step 1 of the project);
- (f) The items specified in the Appendices to the RFP, to the extent not provided in response to the foregoing;
- (g) All assumptions relied upon to develop the work plan and estimate and all conditions for its fulfillment as proposed, with specific emphasis on City responsibilities; and
- (h) Any other technical or management approach or process that the Respondent will use to ensure that the project plan can be completed as proposed and in accordance with the time-of-performance constraints provided in the RFP.



Volume 2, Section 3: Technical Proposal. Section 3 should include detailed information addressing each of the following:

- (a) Topology and infrastructure diagrams defining the technology proposed;
- (b) The software architecture of the proposed solution (two-tier or three-tier environment, etc.), including detailed justification for the architecture selected and information correlating each software component or tool proposed to the following architecture layers, each of which must be described in detail:
  - workflow-processing plan that defines the solution with respect to process definition and workflow API and interchange.
  - reporting infrastructure proposed to handle predefined and ad hoc reports.
  - archiving and auditing plan to address the business requirements;
- (c) Logistical and support plan for deployment of the application;
- (d) Outline of city resource requirements for supporting the proposed solution;
- (e) Outline of the disaster recovery plan for supporting the proposed solution;
- (f) Anticipated bandwidth requirements;
- (g) Server storage and hardware requirements with associated cost;
- (h) Network issues such as latency, coverage issues, time-of-day performance, network congestion, packet size, and other performance factors.
- (i) Performance standards for the software system proposed, including, but not limited to, the items identified below, together with any network or other equipment specifications or characteristics, and any assumptions as to number of concurrent users and their levels of access, on which the performance standards are conditioned:
  - Server Disk input/output (I/O)
  - Transactions Per Minute (TPM)
  - Page Swapping
  - Response Time
  - Throughput
  - Performance assumptions
  - System Availability expressed in “mean time to failure” and “mean time to repair”
  - Bandwidth utilization, expressed in bytes per second required by the system under all anticipated load conditions

Volume 2, Section 4: Cost Proposal.

The Cost Proposal must conform to the requirements provided in Appendix C, *Cost Proposal Requirements*, and must be submitted on the template provided on eContract Philly. An example of a completed template section is attached in Appendix C for purposes of illustration only.

Respondents should note that the City is not subject to federal, state, or local sales or use taxes or to federal excise tax. The cost proposal may not include any such taxes.

Volume 2, Section 5: Requirements Compliance Certification

Detailed requirements for the System are provided in Appendix A, *Detailed Project Requirements*. The Proposal must specify, for each requirement, that the proposed solution

and/or services fully satisfies the requirement, does not satisfy the requirement, or partially satisfies the requirement (in which case, the extent of compliance and non-compliance with the requirement must be fully identified and explained, including all features not provided).

Respondents are accordingly required to fill out and submit the Requirements Compliance Matrix attached in Appendix D, *Requirements Compliance Certification*. To facilitate responses and the City's review, the City will provide an electronic version of the Matrix in Excel. Each row of this spreadsheet will contain one requirement; columns in the spreadsheet will contain drop down lists with acceptable responses. The first response column will allow the vendor to select whether the requirement (i) is fully satisfied by the proposed solution, (ii) is partially satisfied, or (iii) is not satisfied at all. When the value corresponding to either "partially satisfied" or "not satisfied" is selected, the vendor will be directed (and is required) to provide an explanatory response in the next column of the spreadsheet. The permitted values for the explanatory response column are (iv) the requirement could be fully satisfied with customization of the software, (v) the requirement will be fully satisfied with the next planned release of the software, or (vi) the requirement will not be satisfied by the proposed solution.

Where (iv) is the response, the required customization must be fully described, and any additional cost to the City identified. Where (v) is the response, the release date (i.e. final, ready-for-production release date) must be provided, together with a full description of all features that the software will not provide and all respects in which it will not satisfy the requirement until such release. Where (vi) is the response, a full description of all features that the software will not provide and all respects in which it will not satisfy the requirement must be provided. These further explanations are to be provided in text sections identified by entering a reference number in the last column of the spreadsheet, with a separate reference number to the additional text for each requirement.

The Requirements Compliance Matrix, in the form of a Microsoft Excel 97 or above spreadsheet, is available on eContract Philly. The completed Matrix must be included with the Proposal materials submitted to eContract Philly.

### **3.4 Certification of Compliance with Equal Benefits Ordinance**

If this RFP is a solicitation for a "Service Contract" as that term is defined in Philadelphia Code Section 17-1901(4), and results in a Service Contract in an amount in excess of \$250,000, then, pursuant to Chapter 17-1900 of The Philadelphia Code, the contractor shall, for any of its employees who reside in the City, or any of its employees who are non-residents subject to City wage tax under Philadelphia Code Section 19-1502(1)(b), be required to extend the same employment benefits contractor extends to spouses of its employees to life partners of such employees, absent a waiver by the City under Section 17-1904. By submission of their Proposals in response to this RFP, all Respondents so acknowledge and certify that, if awarded a Service Contract pursuant to this RFP, they will comply with the provisions of Chapter 17-1900 of The Philadelphia Code and will notify their employees of the employment benefits available to life partners pursuant to Chapter 17-1900. Following the award of a Service Contract subject to Chapter 17-1400 and prior to execution of the Service Contract by the City, the successful Respondent shall certify that its employees have received the required notification of the employment benefits available to life partners and that such employment benefits will actually be

available, or that the successful Respondent does not provide employment benefits to the spouses of married employees. The successful Respondent's failure to comply with the provisions of Chapter 17-1900 or any discrimination or retaliation by the successful Respondent against any employee on account of having claimed a violation of Chapter 17-1900 shall be a material breach of any Service Contract resulting from this RFP.

### **3.5 Tax and Regulatory Status and Clearance Statement**

It is the policy of the City of Philadelphia to ensure that each contractor and subcontractor has all required licenses and permits and is current with respect to the payment of City taxes or other indebtedness owed to the City (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), and is not in violation of other regulatory provisions contained in The Philadelphia Code. To assist the City, through its Department of Revenue and Department of Licenses and Inspections, in determining this status, each Respondent is required to complete and return with its proposal a City of Philadelphia Tax Status and Clearance Statement Form (included with this RFP as Appendix H).

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

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

Respondents need not have a City of Philadelphia Business Income and Receipts Tax Account Number (formerly Business Privilege Tax Account Number) and Commercial Activity License Number (formerly Business Privilege License Number) to respond to this RFP, but will, in most circumstances, be required to obtain one or both if selected for award of the contract contemplated by the RFP.<sup>1</sup> Applications for a Business Income and Receipts Tax Account Number or a Commercial Activity License<sup>2</sup> may be made on line by visiting the City of Philadelphia Business Services Portal at <http://business.phila.gov/Pages/Home.aspx> and clicking on "Register" or "Register Now." If you have specific questions, call the Department of

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<sup>1</sup> Respondents that have a Business Privilege Tax Number should use that number, as it is automatically their Commercial Activity License Number, and need not apply for a new Commercial Activity License Number. Similarly, Respondents with a Business Privilege Tax Account Number should use that number as their Business Income and Receipts Tax Account Number.

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

Revenue at 215-686-6600 for questions related to City of Philadelphia Business Income and Receipts Tax Account Number or the Department of Licenses and Inspections at 215-686-2490 for questions related to the Commercial Activity License.

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

## **4 City-Wide Contract Requirements**

Any Respondent selected to enter into final negotiations will be expected to enter into a contract with the City containing terms acceptable to the City, including, but not limited to, terms substantially similar to the insurance, indemnification and other provisions set forth or described below, which are generally required by the City in contracts for software systems and/or consulting services that involve software design, development or implementation. The City reserves the right, however, to require or negotiate different and/or additional terms and conditions in any final contract resulting from this RFP if, in the sole judgment of the City, it is in the best interest of the City to do so, without notice to other Respondents and without affording other Respondents any opportunity to revise their proposals based on such different or additional terms. As used in this Section 4, references to "Exhibit [Citation TBD]" and "Section [Citation TBD]" refer to sections in and exhibits to the contract, if any, resulting from this RFP.

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

### **4.1 Term and Renewal**

The initial term of the Contract shall commence on January 2<sup>nd</sup>, 2013 (the "Initial Term"), and, unless sooner terminated by the City pursuant to the terms of the Contract, shall expire twelve (12) months thereafter, on January 1<sup>st</sup>, 2014. The City may, at its sole option, amend the Contract to add up to three (3) additional successive one year terms ("Additional Terms"). Except as may be stated otherwise in such amendment, the terms and conditions of this Contract shall apply throughout each Additional Term.

### **4.2 Certificate of Non-Indebtedness**

The Contractor hereby certifies and represents that the Contractor and the Respondent's parent company (ies) and subsidiary (ies) are not currently indebted to the City and will not, if awarded the Agreement, at any time during the term of the Contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent water bills and/or delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), liens, judgments, fees or other debts for which no written Contractor payment plan satisfactory to the City has been established. In addition to any other rights or remedies available

to the City at law or in equity, the Contractor acknowledges that any breach or failure to conform to this certification may, at the option of the City, result in the withholding of payments otherwise due to the Contractor under the Agreement and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments and/or the termination of this Agreement for default (in which case the successful Contractor shall be liable for all excess costs and other damages resulting from the termination).

The Sub-consultant hereby certifies and represents that the sub-consultant and sub-consultant's parent company (ies) and subsidiary (ies) are not currently indebted to the City and will not at any time during the term of the Contractor's Agreement with the City, including any extensions or renewals thereof, be indebted to the City, for or on account of any delinquent water bills and/or delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), liens, judgments, fees or other debts for which no written Contractor payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, sub-consultant acknowledges that any breach or failure to conform to this certification may, at the option and direction of the City, result in the withholding of payments otherwise due to sub-consultant for services rendered in connection with the Contract and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments otherwise due to sub-consultant and/or the termination of sub-consultant for default (in which case sub-consultant will be liable for all excess costs and other damages resulting from the termination).

### **4.3 Insurance; Performance and Payment Bonds**

#### **4.3.1 Insurance**

The Contractor will be required to procure and maintain, at its sole cost and expense, the types and minimum limits of insurance described below, on the terms specified; provided, however, that the City may, at its sole discretion, establish different minimum limits based on the final scope of work for the project.

Unless otherwise approved by the City in writing, the Contractor shall, at its sole cost and expense, procure and maintain in full force and effect, covering the performance of the work, the types and minimum limits of insurance specified below. All insurance shall be procured from reputable insurers authorized to do business on a direct basis in the Commonwealth of Pennsylvania or otherwise acceptable to the City. All insurance required herein, except the Professional Liability insurance, shall be written on an "occurrence" basis and not a "claims-made" basis. In no event shall work be performed until the required evidence of insurance has been furnished. The insurance shall provide for at least thirty (30) days prior written notice to be given to the City in the event coverage is materially changed, canceled, or non-renewed. The City of Philadelphia, its officers, employees, and agents shall be named as additional insureds on the General Liability Insurance policy. An endorsement is required stating that the coverage afforded City and its officers, employees, and agents, as additional insureds, will be primary to any other coverage available to them and, that no act or omission of the City shall invalidate the coverage.

- (a) Workers Compensation and Employers Liability
  - Workers Compensation: Statutory limits
  - Employers Liability: \$100,000 each Accident - Bodily Injury by Accident; \$100,000 Each Employee - Bodily Injury by Disease; and \$500,000 Policy Limit - Bodily Injury by Disease.
  - Other states insurance including Pennsylvania.
- (b) General Liability Insurance
  - Limit of liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; \$1,000,000 personal and advertising injury; \$2,000,000 general aggregate and \$1,000,000 aggregate for products and completed operations.
  - Coverage: Premises operations; blanket contractual liability; personal injury liability; products and completed operations; independent contractors, employees and volunteers as additional insureds; cross liability; and broad form property damage (including completed operations).
- (c) Automobile Liability
  - Limit of liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
  - Coverage: Owned, non-owned and hired vehicles.
- (d) Professional Liability Insurance
  - Limit of liability: \$1,000,000 with a deductible not to exceed \$100,000.
  - Coverage: Errors and omissions including liability assumed under contract.
  - Professional Liability Insurance may be written on a claims-made basis provided that coverage for occurrences happening during the performance of the work required under this contract shall be maintained in full force and effect under the policy or “tail” coverage for a period of at least two (2) years after completion of the work.

Certificates of insurance evidencing the required coverages must specifically reference the City contract number for which they are being submitted. The original certificates of insurance must be submitted to the City’s Risk Manager, and copies shall be submitted to the City at the address set forth in the contract. Both submissions must be made at least ten (10) days before work is begun and at least ten (10) days before each renewal term. The ten (10) day requirement for advance documentation of coverage may be waived in such situations where such waiver will benefit the City, but under no circumstances shall the Contractor actually begin work (or continue work, in the case of renewal) without providing the required evidence of insurance. The actual endorsement adding the City as an additional insured must specifically reference the City contract number and be submitted to the City’s Risk Management Division. The City reserves the right to require the Contractor to furnish certified copies of the original policies of all insurance required under the Contract at any time upon ten (10) days written notice to the Contractor.

Contractor may not self-insure any of the coverages required under the Contract without the prior written approval of the City. In the event that Contractor desires to self-insure any of the coverages listed above, it shall submit to the City, prior to the commencement of work

hereunder, a certified copy of Contractor's most recent audited financial statement, and such other evidence of its qualifications to act as a self-insurer (e.g., state approval) as may be requested by the City. In the event such approval is granted, it is understood and agreed that the City, its officers, employees, and agents, shall be entitled to receive the same coverages and benefits under Contractor's self-insurance program that they would have received had the insurance requirements been satisfied by a reputable insurance carrier authorized to do business in the Commonwealth of Pennsylvania or otherwise acceptable to the City. If at the time of commencement of the Initial Term of the Contract, Contractor self-insures its professional liability or workers' compensation and employers' liability coverage, Contractor may, in lieu of the foregoing, furnish to the City a current copy of the state certification form for self-insurance or a current copy of the State Insurance Commissioner's letter of approval, whichever is appropriate. The insurance (including self-insurance) requirements set forth herein are not intended and shall not be construed to modify, limit, or reduce the indemnifications made in the contract by Contractor to the City, or to limit Contractor's liability under the contract to the limits of the policies of insurance (or self-insurance) required to be maintained by Contractor hereunder.

#### **4.3.2 Performance and Payment Bonds**

Upon the execution of the Contract, the Contractor shall, at its sole cost and expense, provide the City with a performance bond and a payment bond, as prepared by the Law Department of the City, in the amount of at least 50 percent of the contract amount as security for the faithful performance of and compliance with all the terms and conditions of the Contract. (The City reserves the right to require a performance bond and/or payment bond in a greater amount, based on the proposal(s) of the successful Respondent(s).) The performance and payment bonds shall be with a surety acceptable to the City and shall name the City as obligee thereon. The performance and payment bonds required by this section shall be for the duration of the term of the contract, and all renewal terms or shall be renewed in a sequence to achieve such duration.

## **4.4 Indemnification**

The Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents, from and against any and all losses, costs (including, but not limited to, litigation and settlement costs and counsel fees), claims, suits, actions, damages, liability and expenses occasioned wholly or in part by the Contractor's act or omission or negligence or fault or the act or omission or negligence or fault of the Contractor's agents, Subcontractors, employees or servants in connection with the 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, failure to pay such Subcontractors and suppliers, any breach of the Contract, and any infringement or violation of any proprietary right (including, but not limited to, patent, copyright, trademark, service mark and trade secret). This obligation to indemnify, defend and hold harmless City, its officers, employees and agents, shall survive the termination of the Contract.

## **4.5 Proprietary Rights Indemnification**

### **4.5.1 Indemnification**

- (a) Contractor warrants that all Software, Documentation, Services, and Deliverables do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the City, the City shall promptly notify Contractor in writing and Contractor shall defend such claim, suit or action at Contractor's expense, and Contractor shall indemnify the City against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs and counsel fees) whether or not such claim, suit or action is successful.
- (b) Contractor will not, however, be responsible for such loss, cost, damage, expense or liability if infringement is finally determined by a court of competent jurisdiction to be the sole result of (1) the City's modification of the Software or its use of the Software in a manner not intended by the Parties or contemplated by this Contract; (2) the City's failure to use corrections or enhancements made available by Contractor that do not materially alter the functionality of the Software as it exists at the time furnished; (3) the City's distribution or marketing of the Software to third parties for revenue producing purposes; or (4) the act or omission of the third party supplier of a software product used in combination with Contractor's Software but not furnished by Contractor under this Contract. Prior to such final determination, however, Contractor shall remain fully responsible, at its expense, for the defense and indemnification of any infringement claim in accordance with this Section; provided, that if the claimed infringement is finally determined to be solely the result of one or more of (1)-(4) noted above, the City will reimburse Contractor for its reasonable expenses (including reasonable litigation costs and attorney's fees) incurred therein.

### **4.5.2 Infringing Products**

If Software, Documentation, or Deliverables furnished by Contractor is, or in Contractor's reasonable judgment is likely to be, held to constitute an infringing product, Contractor shall at its expense and option either:

- (a) Procure the right for the City to continue using the Software or other product;



- (b) Replace the Software or other product with a non-infringing equivalent;
- (c) Modify the Software or other product to make it non-infringing, provided that the modification does not materially alter the functionality of the Software or other product, or the City agrees to and accepts the modification in writing; or

In the event Contractor is ordered by a court of competent jurisdiction to remove the Software or other product, and all right of appeal or stay is exhausted as to such order, accept return of the Software or other product and refund to the City the full amount paid by the City to Contractor pursuant to this Contract.

### **4.5.3 Exclusive Remedy**

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

## **4.6 Century Date Standard**

### **4.6.1 Covered Work**

Contractor represents and warrants that the following items furnished under the contract shall conform to the City of Philadelphia Century Date Standard set forth below; such warranties and representations are in addition to, and not in lieu of, Contractor's warranties and representations set forth in Propriety Rights Indemnification in this section, Warranty and elsewhere in the Contract, and shall not limit or excuse any of Contractor's obligations under such warranties:

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

### **4.6.2 Century Date Standard**

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

- (a) General Integrity. No value for current date will cause interruptions in the operation of the software, firmware, or equipment and the software, firmware and equipment will operate without any date-related faults or failures and without producing inaccurate data, including any calculation involving a span of time, which crosses a century.
- (b) Date Integrity. All manipulations of time-related data (including, without limitation, dates, durations, days of week, month, and year) will produce results that conform to the manufacturer's specifications for the software or equipment for all valid date values within the application domain.
- (c) Interface Integrity.
- (d) Explicit Century: Date elements in interfaces and data storage shall permit specification of the century by means that will eliminate all ambiguity as to the applicable century for date and date-related data.

- (e) Implicit Century: For any date element represented without century, the correct century shall be unambiguous for all manipulations involving that element before, during, and after January 1, 2000.
- (f) Source code. Source code for software shall comply with the standard set forth in Federal Information Processing Standard Publication 4-2 (FIPS PUB 4-2), Representation of Calendar Date for Information Interchange.

### **4.6.3 Defects and Errors**

Contractor shall, at no cost to the City, repair any equipment, firmware and/or software that does not conform to the standards set forth in this Agreement and cause it to conform such standards, or shall replace the software or equipment with software that does conform to such standards.

## **4.7 Performance Standards**

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

## **4.8 Acceptance**

### **4.8.1 Conditional Acceptance**

- (a) Contractor shall notify the City in writing when Contractor contends that all Work comprising a Milestone is completed and ready for Conditional Acceptance by the City. Within thirty (30) days following receipt of Contractor's written notice, the City shall issue its written statement of Conditional Acceptance of the Milestone, or its written notice that the Work comprising the Milestone is not Conditionally Accepted. Conditional Acceptance will not be unreasonably withheld provided that all Work comprising the Milestone is completed and conforms to the Conditional Acceptance Standards.
- (b) In the event any Work comprising a Milestone is rejected by the City, the City shall, in its notice of rejection, specify in reasonable detail the reasons for the rejection, including a description of the defects on which the rejection is based. Contractor shall, within five (5) business days following receipt of the City's notice, deliver to the City its plan for correcting all defects identified in the City's notice. Upon the City's written approval of the plan of correction, Contractor shall proceed to correct the defective Work in accordance with the approved plan and shall complete all corrections within thirty (30) calendar days following receipt of the City's approval of the plan, or such longer period as the City may agree to in writing (the "First Correction Period"). Upon completion of the corrections, Contractor shall notify the City in writing of such completion. The City shall determine whether the corrected Work complies with the Conditional Acceptance Standards and issue its written notice of Conditional Acceptance or rejection of the corrected work to Contractor. If the Work is rejected a second time, Contractor shall again be required to correct the defects within thirty (30) days; and if the Work still does not comply with the Conditional Acceptance Standards, following the Second Correction Period, the City may, in its sole discretion, (i) request Contractor, in writing, to remove the rejected portion at Contractor's expense and to restore the System (and the premises, if applicable) to its condition prior to performance of the Milestone; and/or (ii) remove the rejected portion

itself, at Contractor's expense, if Contractor does not comply with such request; and/or (iii) perform the rejected portions of the work itself, through its own personnel or third parties, at Contractor's expense.

- (c) The Conditional Acceptance Standards consist of the following:
- the descriptions of functionality and standards of performance that are set forth in the Statement of Work, the Performance Standards, the Functional Requirements, and elsewhere in this Contract, and that apply to the Milestone;
  - the manufacturer's (including, without limitation, Contractor's, where applicable) most current published specifications for the Software, Equipment, and Deliverables that apply to the Milestone;
  - the Preliminary Design and Detailed Design;
  - the test criteria and standards of performance provided in the Test Plan(s) (as defined in Section [Citation TBD], *Acceptance Test(s); Test Plan(s)*) that are accepted and approved by the City and apply to the Milestone; and
  - successful completion of the Conditional Acceptance Tests and the Reliability Period.

#### **4.8.2 Final Acceptance**

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

#### **4.8.3 Acceptance Test(s); Test Plan(s)**

The Services and Deliverables comprising each Milestone in the Milestone Payment Schedule shall be subject to conditional acceptance testing as approved and accepted by the City (the "Conditional Acceptance Tests"), and the Services and Deliverables as an integrated system shall be subject to final acceptance testing as approved and accepted by the City (the "Final Acceptance Tests"). No Conditional or Final Acceptance Test or other test of the Services and

Deliverables shall commence unless and until Contractor has delivered and the City has accepted and approved, in writing, Contractor's written plan or plans setting forth, for the Conditional Acceptance Test(s) and the Final Acceptance Test(s), a test method and criteria and standards of performance that must be satisfied for the test to be successful (collectively, the "Test Plan(s)"). The Test Plan(s) shall include, without limitation, test methods and criteria and standards of performance for all Project Milestones identified in Exhibit [Citation TBD], shall include all elements provided in Exhibit [Citation TBD] and otherwise conform to the general test requirements set forth in Exhibit [Citation TBD]; and shall fully test the System for conformance to the Performance Standards and other Final Acceptance Standards. The Test Plan(s) shall be Deliverables under the Contract.

#### **4.8.4 Reliability Periods**

- (a) For Conditional Acceptance: The Software to be Conditionally Accepted must function in conformance with the Conditional Acceptance Standards and without any Material Defect or Material Failure for a period of [TBD during contract negotiation] consecutive calendar days, commencing on the day following the first successful completion of the Conditional Acceptance Test. In the event such Software suffers any Material Defect or Material Failure prior to the expiration of such period (the "Reliability Period"), Contractor shall remedy such Material Defect, and a new [TBD during contract negotiation] consecutive calendar day Reliability Period (the "Second Reliability Period") shall begin on the day that Contractor notifies the City that the remedy has been completed. In the event the Software does not successfully complete the Second Reliability Period without any Material Defect, the City may, at its sole discretion, proceed in accordance with this Section and exercise any remedy provided herein. For purposes of this Section, the following conditions shall also be deemed to be Material Failures sufficient to trigger the foregoing requirements and remedies:
- [TBD during contract negotiation]
- (b) For Final Acceptance: It shall be a condition of Final Acceptance that the completed and fully integrated System function in conformance with the Final Acceptance Standards and without any Material Defect for a period of [TBD during contract negotiation] consecutive calendar days, commencing on the day following the first successful completion of the Final Acceptance Test. In the event the System suffers any Material Defect or Material Failure prior to the expiration of such period (the "Reliability Period"), Contractor shall remedy such Material Defect Failure, and a new [TBD during contract negotiation] consecutive calendar day Reliability Period (the "Second Reliability Period") shall begin on the day that Contractor notifies the City that the remedy has been completed. In the event the System does not successfully complete the Second Reliability Period without any Material Defect, the City may, at its sole discretion, terminate the Contract for default and exercise any one or more of the remedies provided to the City in the Contract.

#### **4.9 Retainage**

The City shall retain twenty (20) percent of each Milestone Payment set forth in the Milestone Payment Schedule unless and until the Services and Deliverables are finally accepted in accordance with Section [Citation TBD], *Final Acceptance*. The retained amounts shall be

payable to Contractor sixty (60) days following such final acceptance of the Services and Deliverables by the City.

#### **4.10 City Audit**

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

#### **4.11 Termination for Convenience**

The City shall have the right to terminate this Contract at any time during the term of the Contract, for any reason, including, without limitation, its own convenience. If the Contract is terminated solely for the City's convenience, the City shall issue a written Termination Notice, which shall set forth the effective date of the termination.

#### **4.12 Termination for Default**

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

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

Work required under the Contract or which adversely affects the performance of the Contract, whether or not such offense or violation is ultimately adjudged to have occurred.

#### **4.13 Sales and Use Tax Exemption**

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

#### **4.14 Unavailability of Funds**

If funding for the Contract from any source is not obtained and continued at an aggregate level sufficient to allow for payment for the Services and Deliverables under the Contract, the City may exercise one of the following options without liability or penalty to the City:

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

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

#### **4.15 Tax Requirements**

Contractor is subject to Philadelphia's business tax and Ordinances and regulations. The City Solicitor has ruled that anyone who is awarded a contract by the City and/or School District pursuant to a bid has entered into a contract within the City, and the subsequent delivery of goods into the City or performance of services within the City constitutes "doing business" in the City and subjects the successful bidder, including but not limited to, one or more of the following taxes:

- (a) Business Privilege Tax
- (b) Net Profits Tax
- (c) City Wage Tax

The successful Respondent, if not already paying the aforesaid taxes, is required to apply to the Department of Revenue, 1401 John F. Kennedy Blvd., Public Service Concourse, Municipal Services Building, Philadelphia, PA 19102, for a tax identification number and to file

appropriate business tax returns as provided by law. Questions should be directed to the CBET Unit at (215) 686-6600.

#### 4.16 Assignment

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

#### 4.17 Document Preparation Fee

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

<u>Amount of Contract or Amendment</u>	<u>For-Profit Fees</u>		<u>Non-Profit Fees</u>	
	<u>Contract</u>	<u>Amendment</u>	<u>Contract</u>	<u>Amendment</u>
\$0-\$30,000	\$50	\$50	\$50	\$50
\$30,001-\$100,000	\$200	\$170	\$100	\$85
\$100,001-\$500,000	\$500	\$340	\$200	\$170
\$500,001-\$1,000,000	\$900	\$520	\$300	\$260
Over \$1,000,000	\$1,500	\$1,000	\$500	\$500

In its discretion, the Law Department may grant a full or partial waiver of any of the above fees in exceptional cases for good cause shown, such as violation of a grant covenant. Governmental entities are exempt from the fees. The Law Department reserves the right to collect up to twice the stated fee if extensive negotiation is required to reach a final contract with the successful Respondent.

#### 4.18 Nondisclosure of City Data and Contractor Data

##### 4.18.1 Nondisclosure

Contractor and its employees, agents, Subcontractors, suppliers, and any person or entity acting on its behalf (i) will maintain in strict confidentiality all of the “City Data,” as defined and set forth below; (ii) will not, without the City’s written permission, divulge, disclose, communicate, or distribute any of the City Data to any person or entity except as may be strictly necessary to perform the Contract; (iii) will not, without the City’s written permission, in any way use any of the City Data for their businesses or other advantage or gain (except as may be necessary to perform the Contract), including, without limitation, any use of the City Data in any presentation,

demonstration, or proposal to perform work, to the City or to others, that may be conducted or created as part of their business activities or otherwise; (iv) will use the City Data solely and exclusively in accordance with the terms of this Contract in order to carry out its obligations and exercise its rights under this Contract; (v) will afford the City Data at least the same level of protection against unauthorized disclosure or use as Contractor uses to protect its own trade secrets, proprietary information, and other confidential information (but will in no event exercise less than reasonable care and protection); and (vi) will, immediately upon the City's Final Acceptance of the Services and Deliverables required under the Contract, return all City Data to the City, destroy any and all copies of any City Data that are in their possession, whether on paper or in electronic or other form, and if requested by the City in writing, will certify in writing that there has been full compliance with this Section. The City will maintain the "Contractor Data," as defined and set forth below, in confidence and will afford the Contractor Data at least the same level of protection against unauthorized disclosure or use as the City uses to protect its own trade secrets, proprietary information, and other confidential information (but will in no event exercise less than reasonable care and protection).

#### **4.18.2 City Data**

Except as provided otherwise in Section [Citation TBD], *Exclusions*, the City Data shall include any and all of the following, whether in electronic, microfilm, microfiche, video, paper, or other form, and any copies or reproductions thereof:

- (a) source code, including complete documentation and specifications; and
- (b) any and all other records, documents, computer software (whether owned by the City or licensed or otherwise furnished to the City by third parties), and data furnished by the City to Contractor in relation to the work required under the Contract; and
- (c) all Deliverables and other work product(s) and items of work created by Contractor for the City as part of the work required under the Contract.

#### **4.18.3 Contractor Data**

Except as provided otherwise in Section [Citation TBD], *Exclusions*, the Contractor Data shall include any and all of the following, whether in electronic, microfilm, microfiche, video, paper, or other form, and any copies or reproductions thereof:

- (a) Source code, including complete documentation and specifications, detailing any corrections furnished specifically for the code under any contract resulting from this RFP.

#### **4.18.4 Exclusions**

Neither the Contractor Data nor the City Data shall include any information or data which:

- (a) was known to the party receiving the Data (the "Receiving Party"), prior to the commencement of its performance of the Contract, free of any obligation to keep it confidential, and/or is proprietary to the Receiving Party; or
- (b) was generally known to the public at the time of receipt by the Receiving Party, or becomes generally known to the public through no act or omission of the party disclosing or furnishing the Data (the "Disclosing Party"); or



- (c) was independently developed by the Receiving Party without knowledge or use of any Data of the Disclosing Party; or
- (d) is required to be disclosed by law or judicial process.

#### **4.18.5 Remedy for Breach**

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

#### **4.19 Ethics Requirements**

To preserve the integrity of City employees and maintain public confidence in the competitive bidding system, the City intends to vigorously enforce the various ethics laws as they relate to City employees in the bidding and execution of City contracts. Such laws are in five categories:

##### **4.19.1 Gifts**

Pursuant to Executive Order 03-11, no officer or employee in the Executive and Administrative Branch of the City may solicit or accept, directly or indirectly, anything of value, including any gift, gratuity, favor, entertainment or loan from any of the following sources:

- (a) A person seeking to obtain business from, or who has financial relations with the City;
- (b) A person whose operations or activities are regulated or inspected by any City agency;
- (c) A person engaged, either as principal or attorney, in proceedings before any City agency or in court proceedings in which the City is an adverse party;
- (d) A person seeking legislative or administrative action by the City; or
- (e) A person whose interests may be substantially affected by the performance or nonperformance of the officer's or employee's official duties.

If a Respondent offers anything of value to a City officer or employee under circumstances where the receipt of such item would violate the provisions of Executive Order 03-11, the Respondent may be subject to sanctions with respect to future City contracts, ranging from disqualification from participation in a particular contract to debarment, depending on the nature of the violation.

##### **4.19.2 City Employee Interest in City Contracts**

In keeping with the policy of Section 10-102 of The Philadelphia Home Rule Charter, no proposal shall be accepted from, or contract awarded to, any City employee or paid officer, or any firm in which a City employee or paid officer has a direct or indirect financial interest. All Respondents are required to disclose any current City employees or officers who are employees or officials of the Respondent's firm, or who otherwise would have a financial interest in the contract.

### **4.19.3 Conflict of Interest**

In general, the State Ethics Act and the City Ethics Code prohibit a public employee from using his/her public office or any confidential information gained thereby to obtain financial gain for himself/herself, a member of his/her immediate family, or a business with which he/she or a member of his/her immediate family is associated. "Use of public office" is avoided by the employee or official publicly disclosing the conflict and disqualifying himself/herself from official action in the matter, as provided in The Philadelphia Code §20-608. Seek advice from the City's Board of Ethics and the State Ethics Commission for analysis of these laws and application to particular facts.

### **4.19.4 Representation**

Section 20-602 of the City Code prohibits any City officer or employee from assisting another person by representing him or her as his/her agent or attorney, in any transaction involving the City, including in responding to an RFP or in negotiating a City contract

### **4.19.5 Post-Employment**

Three post-employment rules, two in the City Code and one in the State Ethics Act, restrict the activities of former City employees in relations with the City. All Respondents who have officials or employees who are former officers or employees of the City may wish to have such persons seek post-employment advice from the City's Board of Ethics.

## **4.20 Non-Discrimination; Fair Practices**

This Contract is entered into under the terms of the Charter, the Fair Practices Ordinance (Chapter 9-1100 of the Code) and the Mayor's Executive Order No. 04-86 (the "Executive Order"), as they may be amended from time to time, and in performing this Contract, Provider shall not discriminate or permit discrimination against any individual because of race, color, religion or national origin. Nor shall Provider discriminate or permit discrimination against individuals in employment, housing and real property practices, and/or public accommodation practices whether by direct or indirect practice of exclusion, distinction, restriction, segregation, limitation, refusal, denial, differentiation or preference in the treatment of a person on the basis of actual or perceived race, ethnicity, color, sex, sexual orientation, gender identity, religion, national origin, ancestry, age, disability, marital status, source of income, familiar 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, 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.

## **4.21 The Philadelphia Code, Section 17-400**

In accordance with Chapter 17-400 of The Philadelphia Code, as it may be amended from time to time, Contractor agrees that its payment or reimbursement of membership fees or other

expenses associated with participation by its employees in an exclusionary private organization, insofar as such participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, privileges or conditions of employment on the basis of race, color, sex, sexual orientation, religion, national origin or ancestry, constitutes a substantial breach of this Contract entitling the City to all rights and remedies provided in this Contract or otherwise available at law or in equity.

Contractor 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 Philadelphia Code. Contractor's failure to so cooperate shall constitute a substantial breach of this Contract entitling the City to all rights and remedies provided in this Contract or otherwise available at law or in equity.

#### **4.22 Americans with Disabilities Act**

Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in the Contract or from activities or Services provided under the Contract. As a condition of accepting and executing the Contract, Contractor shall comply with all provisions of the Americans With Disabilities Act (the "Act"), 42 U.S.C. §§12101 - 12213, and all regulations promulgated thereunder, as the Act and regulations may be amended from time to time, which are applicable (a) to Contractor, (b) to the benefits, Services, activities, facilities and programs provided in connection with the Contract, (c) to the City, or the Commonwealth of Pennsylvania, and (d) to the benefits, services, activities, facilities and programs of the City or of the Commonwealth, and, if any funds under the Contract are provided by the federal government, which are applicable to the federal government and its benefits, services, facilities, activities, facilities and programs. Without limiting the applicability of the preceding sentence, Contractor 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 Americans With Disabilities Act," as they may be amended from time to time, which are applicable to the benefits, services, programs and activities provided by the City through contracts with outside contractors.

#### **4.23 Business Interests in Northern Ireland**

In accordance with Section 17-104 of The Philadelphia Code, the Contractor by execution of this Agreement certifies and represents that (i) the Contractor (including any parent company, subsidiary, exclusive distributor or company affiliated with Contractor) does not have, and will not have at any time during the term of this Agreement (including any extensions thereof), any investments, licenses, franchises, management agreements or operations in Northern Ireland and (ii) no product to be provided to the City under this Agreement will originate in Northern Ireland, unless Contractor has implemented the fair employment principles embodied in the MacBride Principles.

In the performance of this Agreement, the Contractor agrees that it will not utilize any suppliers, subcontractors or sub-consultants at any tier (i) who have (or whose parent, subsidiary, exclusive distributor or company affiliate have) any investments, licenses, franchises, management agreements or operations in Northern Ireland or (ii) who will provide products originating in

Northern Ireland unless said supplier, sub-consultant or subcontractor has implemented the fair employment principles embodied in the MacBride Principles. The Contractor further agrees to include the provisions of this subparagraph, with appropriate adjustments for the identity of the parties, in all subcontracts and supply agreements that are entered into in connection with the performance of this Agreement.

The Contractor agrees to cooperate with the City's Director of Finance in any manner, which the said Director deems reasonable and necessary to carry out the Director's responsibilities under Section 17-104 of The Philadelphia Code. The Contractor expressly understands and agrees that any false certification or representation in connection with this Paragraph and/or any failure to comply with the provisions of this Paragraph shall constitute a substantial breach of this Agreement entitling the City to all rights and remedies provided in this Agreement or otherwise available in law (including, but not limited to, Section 17-104 of The Philadelphia Code) or equity. In addition, it is understood that false certification or representation is subject to prosecution under Title 18 Pa.C.S.A. Section 4904.

#### **4.24 Business, Corporate and Slavery Era Insurance Disclosure**

In accordance with Section 17-104 of The Philadelphia Code, Contractor, after execution of this Agreement, will complete an affidavit certifying and representing that Contractor (including any parent company, subsidiary, exclusive distributor or company affiliated with Contractor) has searched any and all records of the Contractor or any predecessor company regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era. The names of any slaves or slaveholders described in those records must be disclosed in the affidavit.

Contractor expressly understands and agrees that any false certification or representation in connection with this Paragraph and/or any failure to comply with the provisions of this Paragraph shall constitute a substantial breach of this Agreement entitling the City to all rights and remedies provided in this Agreement or otherwise available in law (including, but not limited to, Section 17-104 of The Philadelphia Code) or equity and the contract will be deemed voidable. In addition, it is understood that false certification or representation is subject to prosecution under Title 18 Pa.C.S.A. Section 4904.

#### **4.25 Limited English Proficiency**

Contractor understands and agrees that no individual who is limited in his or her English language proficiency shall be denied access to Services provided under this Contract on the basis of that limitation. As a condition of accepting and executing this Contract, shall comply with all provisions of Title VI of the Civil Rights Act of 1964, the President of the United States of America Executive Order No. 12250, the Mayor of the City of Philadelphia Executive Order No. 04-01, "Access to Federally Funded City Programs and Activities for Individuals with Limited English Proficiency" dated September 29, 2001, and all regulations promulgated thereunder, as the Act and regulations may be amended from time to time, which are applicable (a) to , (b) to the benefits, services, activities and programs provided in connection with this Contract, (c) to the City, or the Commonwealth of Pennsylvania, and (d) to the benefits, services, activities and programs of the City or of the Commonwealth, and if any funds under this Contract are provided by the federal government, which are applicable to the federal government and its benefits,

services, activities and programs. Without limiting the applicability of the preceding sentence, shall comply with 45 C.F.R. 80 et. seq. and all other regulations promulgated under Title VI of the Civil Rights Act of 1964, as they may be amended from time to time, which are applicable to the benefits, services, programs and activities provided by the City through contracts with outside contractors.

#### **4.26 Health Insurance Portability and Accountability Act**

Where applicable, the contract will require the Contractor to comply fully with the federal Health Information Portability and Accountability Act and all related federal regulations (collectively, “HIPAA”), including, but not limited to, HIPAA requirements relating to the confidentiality of protected health information and HIPAA requirements relating to the security of information systems. City contracts subject to HIPAA requirements will be governed by “Terms and Conditions Relating to Protected Health Information” which are posted on the City’s website at <https://secure.phila.gov/eContract/> under the “About” link and which will be incorporated into the contract.

#### **4.27 Philadelphia 21<sup>st</sup> Century Minimum Wage and Benefits Standard**

Contractors that are subject to Philadelphia Code Chapter 17-1300, as specified therein, shall comply with the minimum compensation standards by providing its employees with an hourly wage, excluding benefits, at least 150 percent of the federal minimum wage, and to extent the Contractor provides health benefits to any of its employees, the Contractor shall provide each full-time, non-temporary, non-seasonal covered employee health benefits at least as valuable as the least valuable health benefits that are provided to any other full-time employees of the Contractor, as more fully set forth at Philadelphia Code Chapter 17-1300. Contractor shall promptly provide to the City all documents and information verifying its compliance with the requirements of Section 17-1300. Furthermore, Contractor shall notify each affected employee what wages are required to be paid. The Office of Labor Standards may grant a partial or total waiver of Section 17-1300 based on specific stipulated reasons elaborated in Section 17-1304 of the Philadelphia Code.

## APPENDIX A

### DETAILED PROJECT REQUIREMENTS

This RFP seeks a vendor to design and implement a comprehensive online lobbying registration, reporting and searching system, the Philadelphia Lobbying Information System (PLIS) that meets all of the requirements of Chapter 20-1200 of the Philadelphia Code (Lobbying Code) and Board of Ethics Regulation 9, Lobbying. Certain sections of the Lobbying Code and Regulation 9 that must be automated by the PLIS are provided below. They are not intended to represent all of the functional requirements of this RFP, or all Lobbying Code and Regulation 9 requirements that lobbyists must comply with. Respondents are expected to review the Lobbying Code and Regulations in their entirety, and to propose solutions that comprehensively address the compliance requirements of both.

The PLIS will be used by and must meet the needs of three constituencies: 1) lobbyists, lobbying firms, and principals (registrants) to register and file reports; 2) citizens to search and download lobbying information collected from lobbyists, lobbying firms, and principals; and 3) Board of Ethics (Board) employees to administer and enforce the City's lobbying law.

*Included in this Appendix are functional and technical requirements the software must or should satisfy, including:*

#### **Major Functions:**

- Online, secure registration and disclosure process for lobbyists, lobbying firms, and principals
- Online entry and submission of lobbying registration, expense reports, amendments, and terminations
- Online payment of annual registration fees
- Email notification system for communication with lobbyists, lobbying firms, and principals
- Creation of dynamic database containing data from registrations, expense reports, amendments, and terminations
- Online public access to search and download data from the lobbying database
- Board administrator ability to communicate via email with lobbyists, lobbying firms, and principals
- Board administrator access to contents of registrations, expense reports, amendments, and terminations
- Workflow for Board review and processing of registrations, expense reports, amendments, and terminations, including assignment of status (e.g., incomplete, pending, complete)

- Workflow for Board release and posting of lobbying data, including lobbyist directory, from database to queryable, searchable online site for public search and download

### **General Business Requirements**

- Implement an on-line lobbying registration, expense reporting and termination system (PLIS) that fulfills the business requirements identified below by the project stakeholders.
- Allow Principals, Lobbyists and Lobbying Firms to enroll to obtain access to PLIS. Enrolling involves creation of a User Id and Password
- Allow enrolled users to reset or obtain lost passwords
- Allow Principals, Lobbyists and Lobbying Firms to register annually on the lobbying system and/or renew in subsequent years and maintain the same registration number. Allow Principals, Lobbyists, and Lobbying Firms to submit yearly Lobbying Registrations, Quarterly Expense Reports, and Lobbying Termination Reports on-line via PLIS.
- Permit each registration and expense report to be amended at any point in time and preserve each registration, expense report and amendment as a separate and retrievable “document” in PLIS.
- Allow the Board of Ethics a means to review and administer submitted Lobbying Reports before making available to the public
- Allow the Board of Ethics a means to make submitted information accessible to the public via the Board of Ethics website (a link to the new system will be on the Board of Ethics website).
- Allow citizens access to public information and basic searching capabilities from the Board of Ethics website.
- Provide standard (configured, minimal or no customization) and ad-hoc Lobbying reports and dashboards to support business.
- Provide an on-line directory of Lobbyists with photos and lobbying firms (maintained by Lobbying system Administrator).

### **General security and privacy requirements**

- HIPAA, FERPA, and other governmental agency compliant when necessary.
- Variable system access based on City defined user roles.
- Audit capability including logging, time stamping user entries, and audit history of each registration, expense report, amendment and termination filed.
- Individual user name and complex password compatible to the City of Philadelphia’s standard.

## General technical requirements

- The Philadelphia Lobbying Information System (PLIS) is accessible from the external web from all internet browsers and operating systems. The system must have operational capacity for high volume filing times.
- The Lobbying System must be branded to meet the City's look and feel specifications defined in the City's Web Creative Services Standard document.
- A user must be enrolled on the system before filing a registration, expense report, or termination.
- Each registration, expense report, amendment and termination requires at least one Electronic Signature, which is a combination of username, password, and PLIS Number.
- System sends confirmation emails to filers upon receipt by the Board of Ethics of a Registration, a Quarterly Expense Report, an amendment to a registration or quarterly expense report, or a Termination. Confirmation emails will contain identifying information from the specific submitted report.
- System must interface with the City's ePay portal to accept online credit card and eCheck payments, through the City's third party online payment processor.

## Registrations by Lobbyists, Lobbying Firms and Principals

(Lobbying Code §§20-1201, 20-1202, and 20-1208; Regulation 9, Subparts A and B)

- Allow enrolled system users to file/submit Annual Lobbying Registrations. Each Registration will have a corresponding registration year associated with it. Users must be able to enter data and save incomplete registrations prior to filing/submitting to Board of Ethics. Registrations must include an affirmation/electronic signature process.
- The Registration process shall include the ability to attach an electronic photograph for each Lobbyist. The system should standardize the size of each photograph to be consistent and properly displayed in the Lobbying Directory.
- Users completing an Annual Lobbying Registration will have the capability to search, and add associations to their Registration (i.e a principal will have the capability to search for and add already-registered lobbyists and lobbying firms) and also add non-registered associations free form to their Registration if the corresponding association has not yet registered.
- Registration will include an electronic signature and affirmation component.
- Permit each registration to be amended by the registrant; preserve each registration and any amendment(s) as separate and retrievable "documents" in PLIS.
- Annual registration fee is collected from each lobbyist, lobbying firm, and principal by the online payment method as part of the registration process.



## **Expense Report**

(Lobbying Code §§20-1201 and 20-1203; Regulation 9, Subparts A and C)

- Allow enrolled and registered system users to file/submit Quarterly Expense Reports. Users must be able to enter data and save incomplete expense reports, similar to registrations, prior to submitting to Board of Ethics. All data fields are saved in the system database.
- The system calculates and displays expenditure totals when provided.
- Prior to filing/submitting an Expense Report, the filer will have the capability to notify the associated lobbyists and lobbying firms listed in that Expense Report via email that their affirmation is required. The system must allow each associated lobbyist or firm to complete a free-form statement of limited knowledge and to affirm the report via selection from among several affirmation choices. Each affirmation, statement of limited knowledge and electronic signature will be appended to the expense report.
- Permit each expense report to be amended by the registrant; preserve each expense report and any amendments as separate and retrievable “documents” in PLIS.

## **Termination**

(Lobbying Code §20-1202(5); Regulation 9, ¶9.11)

- Allow registrants to submit Termination Reports. This information will be available in the online searchable database when published by the system administrator(s).

## **Public Access (Lobbying Code §20-1206)**

- Must allow members of the public to view from the Board website all registrations, expense reports, terminations and amendments to registrations, expense reports, and terminations that have been filed.
- Must make available on the Board website frequently used and pre-set reports.
- Must allow members of the public to query the PLIS database and build customizable searches from all data fields. The system must allow all users to download and export data, and also to print and save search results.
- PLIS shall compile a searchable directory of registered lobbyists, including photographs, and lobbying firms which can be uploaded and posted on a Lobbyist Directory page available to the public on the Board of Ethics website. The system administrator shall manage the release and content of the Directory.

## **Administration (Lobbying Code §20-1206)**

- Allow data to be summarized on a dashboard.
- Allow system administrator(s) to control the time of release to the public of information in the searchable online PLIS database by criteria including, but not limited to, individual registrant or date of receipt of report.
- System must have capability to track paid and unpaid registrants and to allow Admin Users to enter and update payment status where necessary.

- Allow system Admin Users to create ad hoc/customized reports based on all data fields, and export reports when needed.
- Admin User must have access to predefined and analytical reports.
- System administrator must have the capability to input data as proxy for a registrant from registrations, expense reports, amendments and terminations received prior to availability of the PLIS and when necessary once PLIS is operational.

### **General company requirements**

- Experience with web based, enrollment/authentication, creation of custom web forms, and development of software for public data search
- Experienced with systems integration
- Experience developing for and supporting governmental agencies
- Secure datacenter if proposing cloud based solution
- Local support (EST or CST)

### **Acceptance Criteria**

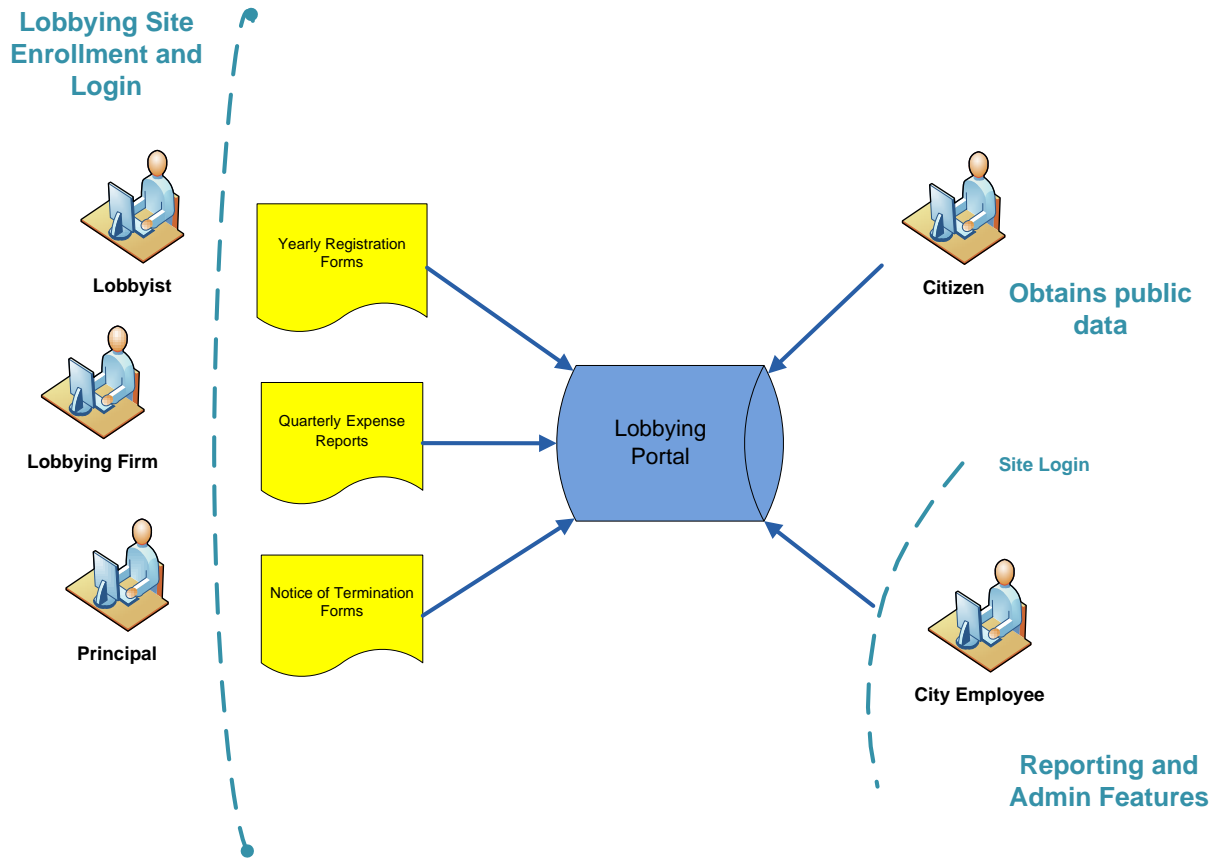
- All deliverables defined are subject to the conditional and final acceptance in accordance with the City's acceptance procedures (see Section 4.7 of this RFP).

### **Additional information**

A minimum of two regions will be required for this project: training/staging/testing, and production. Ideally, the City prefers separate development, test, staging, and production environments. Test or development shall remain available to the Board of Ethics for training and troubleshooting purposes.

**Lobbying Registration and Expense Report screen mock-ups should be submitted with proposals, sufficient for the City to evaluate the potential look and feel of proposed online forms.**

# PLIS - Philadelphia Lobbying Information system Context Diagram



**APPENDIX B**

**RESERVED**

## APPENDIX C

### COST PROPOSAL REQUIREMENTS

Please document the fixed price costs for the design, development, and any other supporting consulting services per milestone. **The final milestone payment will not be issued until the system is live in production for a minimum of 30 days, free from any mission critical error.** Specify which services are included while listing skill sets, hourly rates, and estimated numbers of hours giving monthly costs breakdowns. Please include a separate yearly support cost proposal.

<b>Board of Ethics Lobbying Software</b>															
<b>Proposed Staffing and Payment Schedule</b>															
Staff	Total Hours	Total Fees	Proposed Monthly Expenses												
			Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
<b>Milestone 1</b>															
Resource 1	xxxx				xxx	xxx									
Resource 2	xxxx				xxx	Xxx									
Resource 3	xxxx				xxx	Xxx									
<b>Total Personnel Costs</b>	xxxx				xxx	Xxx									
<b>Additional Costs</b>															
Approved Expenses		\$ x,xxx			Xxx	Xxx									
Other		\$ x,xxx			Xxx	Xxx									
<b>Total Additional Costs</b>		\$xx,xxx			Xxx	Xxx									
<b>Total Cost Milestone 1</b>															
<b>Milestone 2</b>															
Resource 1	xxxx					xxx	Xxx	xxx							
Resource 2	xxxx					Xxx	Xxx	Xxx							
Resource 3	xxxx					Xxx	Xxx	Xxx							
<b>Total Personnel Costs</b>	xxxx					Xxx	Xxx	Xxx							
<b>Additional Costs</b>															
Approved Expenses		\$ x,xxx				Xxx	xxx	Xxx							
Other		\$ x,xxx				Xxx	xxx	Xxx							
<b>Total Additional Costs</b>		\$xx,xxx				Xxx	xxx	Xxx							
<b>Total Cost Milestone 2</b>															

**APPENDIX D**

**REQUIREMENTS COMPLIANCE CERTIFICATION**

**ATTACHED IN ACIS AS A SEPARATE DOCUMENT**

## **APPENDIX E**

### **TRAINING REQUIREMENTS**

Respondents should provide quotes for the following types of applicable training. In addition, please include other training options typically provided.

#### On-site (Philadelphia, PA)

- ‘Train the Trainer’ session for end user training
- ‘Administration and Database’ session for system support

#### Web-Based (e.g. Webinar)

- End-User Training sessions
- Administration and Database sessions

#### User Manuals for:

- System Administration
- Database Administration
- General System User Manuals

## APPENDIX F

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

Under the authority of Executive Orders No. 02-05 and 14-08, the City of Philadelphia has established an antidiscrimination policy ("Policy") relating to the participation of Minority (MBE), Woman (WBE) and Disabled (DSBE) Owned Business Enterprises in City contracts. Executive Order 14-08 disestablished the Minority Business Enterprise Council and transferred its administrative functions under Executive Order 02-05 to the Office of Economic Opportunity ("OEO").

The purpose of this Policy is to provide equal opportunity for all businesses and to assure that City funds are not used, directly or indirectly, to promote, reinforce or perpetuate discriminatory practices. The City is committed to fostering an environment in which all businesses are free to participate in business opportunities without the impediments of discrimination and participate in all City contracts on an equitable basis. In accordance with the contracting requirements of the City, the City's antidiscrimination policy is applicable to this Notice of Contracting Opportunity (hereinafter, "NOCO").<sup>3</sup>

The Office of Economic Opportunity has approved the following projected ranges of participation for this NOCO which serve as a guide in determining each applicant's responsibility:

**MBE Ranges - 5% - 10%**

**And/or**

**WBE Ranges - 5% - 10%**

These ranges represent the percentage of MBE, WBE and/or DSBE (collectively, "M/W/DSBE") participation that should be attained by M/W/DSBEs from business opportunities existing in the available market absent discrimination in the solicitation and selection of these businesses. These ranges are based upon an analysis of factors such as the size and scope of the contract and the availability of certified M/W/DSBEs to perform various elements of the contract. The submission of a Solicitation For Participation and Commitment Form and any supporting documentation (more fully discussed below) is an element of responsiveness to the NOCO and failure to submit the required information will result in rejection of your proposal.

Applicant hereby verifies that all forms, information and documentation submitted to the OEO are true and correct and is notified that the submission of false information by Applicant is subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

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<sup>3</sup> The term "Notice of Contracting Opportunity," shortened to the acronym "NOCO," refers to the City's contract solicitation documents and information posted on eContract Philly. Generally, these documents take the form of a Request for Proposals (RFP), Request for Qualifications (RFQ) or Request for Expression of Interest (RFI) and include any other document or information (for example, exhibits, appendices) related to the posting of the new contract opportunity.



## **A. M/W/DSBE PARTICIPATION**

1. Only firms that are certified by an approved certifying agency<sup>4</sup> or identified in the OEO Certification Registry at the time of contract award will be credited toward the participation ranges on City contracts. An OEO Certification Registry is maintained by the OEO and is available online at [www.phila.gov/OEO/directory](http://www.phila.gov/OEO/directory). Firms owned and controlled by minority persons, women or disabled persons, which are certified as MBE, WBE, DSBE or DBE by an approved certifying agency may apply to the OEO for listing in its OEO Certification Registry. If applicant or applicant's subcontractor(s) is certified by an approved certifying agency, a copy of that certification should be included with the proposal.

2. No applicant that seeks to meet the participation range(s) for participation by entering into subcontracts with any M/W/DSBE subcontractor shall be considered to meet the range(s) if the M/W/DSBE subcontractor does not perform a commercially acceptable function ("CAF"). A M/W/DSBE is considered to perform a CAF when it engages in meaningful work or supply effort that provides for a distinct element of the subcontract (as required by the work to be performed in accordance with the NOCO), where the distinct element is worthy of the dollar amount of the subcontract and where the M/W/DSBE carries out its responsibilities by actually performing, managing and supervising the work involved. The OEO may evaluate the amount of work subcontracted, industry practices and any other relevant factors in determining whether the M/W/DSBE is performing a CAF. If it is determined during the review of your Solicitation and Commitment Form that the work described on the Form does not constitute a CAF, your proposal may be rejected.

3. In order to maximize opportunities for as many businesses as possible, a firm that is certified in two or more categories (e.g. MBE and WBE and DSBE or WBE and DSBE) will only be credited toward one participation range as either an MBE or WBE or DSBE. The firm will not be credited toward more than one category. Applicants will note with their submission which category, MBE or WBE or DSBE, is submitted for credit.

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

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

5. M/W/DSBE subcontractors must perform at least twenty percent (20%) of the cost of the subcontract (not including the cost of materials, equipment or supplies incident to the performance of the subcontract) with their own employees.

6. In listing participation commitments on the Solicitation for Participation and Commitment Form, applicants are required to list a detailed description of the work or supply effort, the dollar amount of the quotation, and percentage of the contract the participation represents. In calculating the percentage

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<sup>4</sup> Approved certifying agencies are identified on the OEO webpage found at [www.phila.gov/OEO](http://www.phila.gov/OEO).

amount, applicants may apply the standard mathematical rules in rounding off numbers. The OEO reserves the right to request clarifying information from applicants in the event of an inconsistency or ambiguity in the Solicitation For Participation and Commitment Form.

## B. RESPONSIVENESS

1. A proposal responsive to the Policy is one which contains documentary evidence of the M/W/DSBEs that have been solicited and that will be used by the applicant on the contract, if awarded; where the proposal satisfies the M/W/DSBE participation ranges for that contract, the applicant is rebuttably presumed not to have discriminated in its selection of contract participants.

2. Applicants must submit documentary evidence of MBE, WBE and DSBEs who have been solicited and with whom commitments have been made in response to the participation ranges included in this NOCO. Failure to submit the Solicitation For Participation and Commitment Form will result in the rejection of the proposal as nonresponsive, although the City, at its sole discretion, may allow applicants to submit or amend the Solicitation For Participation and Commitment Form at any time prior to award. The Solicitation For Participation and Commitment Form must contain the following information:

- Documentation of all solicitations (regardless of whether commitments resulted therefrom) as well as all commitments made on the enclosed document entitled "Solicitation For Participation and Commitment Form". Applicants should only make actual solicitations of M/W/DSBEs whose work or materials are within the scope of this NOCO. Mass mailing of a general nature to M/W/DSBEs or similar methods will not be deemed solicitation, but rather will be treated as informational notification only. A reasonable period of time should be given to all solicited firms to ensure that they have sufficient time to adequately prepare their quotes/subproposals. The applicant's listing of a commitment with an M/W/DSBE constitutes a representation that the applicant has made a legally binding commitment to contract with such firm, upon receipt of a contract award from the City.
- If the applicant has entered into a joint venture with an MBE, WBE and/or DSBE partner, the applicant is also required to submit along with the Solicitation For Participation and Commitment Form, a document entitled "Joint Venture Eligibility Information Form," available at OEO, for the City's review and approval of the joint venture arrangement.

3. If Applicant does not fully meet each of the range(s) for participation established for this NOCO, applicant must explain what efforts the applicant made to achieve the M/W/DSBE participation ranges. Applicant must demonstrate, through the submission of documentary evidence, that it took all necessary steps and made reasonable efforts to achieve the M/W/DSBE participation ranges, even if these efforts were not fully successful. OEO will evaluate the scope, intensity and appropriateness of these efforts to ascertain whether they could reasonably be expected to achieve M/W/DSBE participation commensurate with the ranges. Failure to submit the documentary evidence will result in rejection of the proposal as nonresponsive, although the City, at its sole discretion, may allow applicants to submit or amend their evidentiary submission at any time prior to award. The submission shall contain and discuss, at a minimum, the following:

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

The applicant's documentary evidence will be reviewed by the OEO to ascertain whether discrimination has occurred in the solicitation or selection of contract participants. The review will include consideration of the following:

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

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

- If the proposal is determined nonresponsive by the OEO, the applicant will be notified and may file a written appeal with the OEO within forty-eight (48) hours of the date of notification. The decision of the OEO may be appealed in writing within forty-eight (48) hours of the date of the OEO's decision to the Chief Operating Officer of the Commerce Department or his/her designee whose decision shall be final.

## **C. RESPONSIBILITY**

1. Upon award, the completed Solicitation For Participation and Commitment Form and accompanying documents regarding solicitation and commitments with MBEs, WBEs and DSBEs become part of the contract. M/W/DSBE percentage commitments are to be maintained throughout the term of the contract and shall apply to the total contract value (including amendments). Any change in commitment, including but not limited to substitutions for the listed firm(s), changes or reductions in the work and/or listed dollar/percentage amounts, must be pre-approved in writing by the OEO.

2. The successful applicant shall, within five (5) business days after receipt of a payment from the City for work performed under the contract, deliver to its M/W/DSBE subcontractors the proportionate share of such payment for work performed (including the supply of materials) by its M/W/DSBE subcontractors. In connection with payment of its M/W/DSBE subcontractors, the successful applicant agrees to fully comply with the City's payment reporting process which may include the use of electronic payment verification systems.

3. No privity of contract exists between the City and any M/W/DSBE subcontractor identified in any contract resulting from this NOCO. The City does not intend to give or confer upon any such M/W/DSBE

subcontractor(s) any legal rights or remedies in connection with the subcontracted services under Executive Orders 2-05 and 14-08 or by reason of any contract resulting from the NOCO except such rights or remedies that the M/W/DSBE subcontractor may seek as a private cause of action under any legally binding contract to which it may be a party.

4. If the OEO determines that the applicant has discriminated against a M/W/DSBE at any time during the term of the contract, the OEO may recommend to the Director of Finance the imposition of sanctions on the applicant including debarment of the applicant from submitting and/or participating in future City contracts for a period of up to three (3) years.

#### **D. ACCESS TO INFORMATION**

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

2. Failure to cooperate with the OEO in its review may result in a recommendation to terminate the contract.

#### **E. RECORDS AND REPORTS**

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

#### **F. REMEDIES**

1. The successful applicant's compliance with the requirements of Executive Orders 2-05 and 14-08, including the fulfillment of any M/W/DSBE commitments, is material to the contract. Any failure to comply with these requirements constitutes a substantial breach of the contract. It is further understood and agreed that in the event the City determines that the successful applicant hereunder has failed to comply with these requirements the City may, in addition to any other rights and remedies the City may have under the contract, any bond filed in connection therewith or at law or in equity, exercise one or more of the following remedies, as deemed applicable, which shall be deemed cumulative and concurrent:

- a. Withhold payment(s) or any part thereof until corrective action is taken.
- b. Terminate the contract, in whole or in part.
- c. Suspend the successful applicant from proposing/bidding and/or participating in any future City contracts for a period of up to three (3) years.
- d. Recover as liquidated damages, one percent of the total dollar amount of the contract for each one percent (or fraction thereof) of the commitment shortfall. (NOTE: The "total dollar amount of the contract" shall include approved change orders, amendments and for requirements contracts shall be based on actual quantities ordered by the City. For Concessions, the "total dollar amount of the contract" shall mean the Concession Fee paid to the City.)

The remedies enumerated above are for the sole benefit of the City and City's failure to enforce any provision or the City's indulgence of any non-compliance with any provision hereunder, shall not operate

as a waiver of any of the City's rights in connection with any contract resulting from this NOCO nor shall it give rise to actions by any third parties including identified M/W/DSBE subcontractors.

## APPENDIX G

### PROVISIONS REQUIRED BY CHAPTER 17-1400 OF THE PHILADELPHIA CODE

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

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

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

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

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

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

1.6 **Financial Assistance.** “Financial Assistance” has the meaning set forth in Section 17-1401(16) of The Philadelphia Code, as it may be amended from time to time. As of August 2007, that definition was “[a]ny grant, loan, tax incentive, bond financing subsidy for land purchase or otherwise, or other form of assistance that is realized by or provided to a Person in the amount of fifty thousand dollars (\$50,000) or more through the authority or approval of the City, including, but not limited to, Tax Increment Financing (TIF) aid, industrial development bonds, use of the power of eminent domain, Community Development Block Grant (CDBG) aid or loans, airport revenue bonds, and Enterprise Zone or similar economic development zone designations (such as Keystone Opportunity Zones, Keystone Opportunity Expansion Zones, Keystone Opportunity Improvement Zones, and Economic Development District Zones), but not

including any assistance to which a Person is entitled under a law enacted before the Person applied for or requested such assistance.”

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

### **3. APPLICABILITY TO CITY RELATED AGENCIES**

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

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

#### **4. REMEDIES**

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

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

APPENDIX H

**CITY OF PHILADELPHIA TAX AND REGULATORY  
STATUS AND CLEARANCE STATEMENT  
FOR APPLICANTS**

**THIS IS A CONFIDENTIAL TAX DOCUMENT NOT FOR PUBLIC DISCLOSURE**

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

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

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

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

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

\_\_\_\_\_  
Date

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

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

**APPENDIX I**

**City of Philadelphia System Architecture Standard**

**ATTACHED IN ACIS AS A SEPARATE DOCUMENT**

**APPENDIX J**

**Web-Creative-Services-Standards**

**ATTACHED IN ACIS AS A SEPARATE DOCUMENT**