

**REQUEST FOR PROPOSALS
for
PRE-EMPLOYMENT BACKGROUND INVESTIGATIVE SERVICES
for the
CITY OF PHILADELPHIA**

Issued by:
CITY OF PHILADELPHIA
Office of the Inspector General and Office of Human Resources

All Proposals must be submitted electronically through the eContract Philly online application process at www.phila.gov/contracts, choose eContract Philly. Respondents who have failed to file complete applications through the eContract Philly online application process will not be considered for the contract.

Proposals must be received no later than 5:00 p.m. E.S.T. on December 10, 2008.

Michael Nutter, Mayor
Amy Kurland, Inspector General, Office of the Inspector General
Albert L. D'Attilio, Director, Office of Human Resources

Table of Contents

- I. Project Overview**
 - A. Introduction / Statement of Purpose**
 - B. Department Overview**
 - C. Project Background**
 - D. Request for Proposals**
 - E. General Disclaimer of the City of Philadelphia**
- II. Scope of Work**
 - A. Project Details**
 - B. Organizational / Personnel Requirements**
 - C. Technology Requirements**
 - D. Required Tasks**
 - E. Alternative Solutions**
 - F. Available Information**
- III. Proposal Format and Content**
 - A. Proposal Requirements**
 - B. Mandatory Online Application Requirements**
 - C. Evaluation of Proposals**
 - D. Selection Criteria**
 - E. City Employee Conflict Provision**
 - F. Proposers Restricted**
 - G. Proposal Binding**
- IV. Administrative Information and Requirements**
 - A. Procurement Schedule**
 - B. Questions Relating to the RFP**
 - C. Revisions to RFP**
 - D. Inclusion / Responsiveness**
 - E. Contract Term**
 - F. Compensation**
 - G. Contract Requirements**
 - H. Contract Preparation Fee**
- V. Reservation of Rights and Confidentiality**
 - A. Reservation of Rights and Confidentiality**

Appendices

Appendix A – MBEC Participation

Appendix B – Insurance Requirements

Appendix C – General Provisions of General Consulting Professional Services Contract

I. Project Overview

A. Introduction

This is a request for proposals (“RFP”) from respondents who can accurately and expeditiously provide thorough pre-employment background investigative services for all newly appointed employees. The City of Philadelphia through its Office of Human Resources and Office of the Inspector General (the “City”) invites you to submit a proposal for conducting Pre-Employment Background Investigation Services for various City agencies and departments in accordance with the terms and conditions of this RFP (“Proposal”). This document outlines the City’s objectives, describes the general characteristics of the business opportunity, and outlines the principal elements of the proposed business arrangement.

B. Department Overview

Results of investigations are to be provided to and evaluated by departmental human resources staff. Account management is conducted by the Executives (Director, Deputy Director and Executive Assistant) of the City of Philadelphia’s Office of Human Resources. Background investigative services are subject to oversight from the City of Philadelphia’s Office of the Inspector General.

C. Project Background

The following services are required in the operation of various City agencies as ordered. Exact quantities cannot be determined but estimates, based on prior years hiring patterns, range between 800 and 1000 per year. Quantities listed may be increased or decreased to meet the requirements of the City during the period of this contract up to an amount not to exceed the Contract amount. A minimum services order is not guaranteed.

The City’s objective is to enter into an agreement with an established and responsible business entity having demonstrated expertise in the development, and implementation of an interactive web based Pre-Employment Background Investigation Service. Respondents to this RFP must show a successful history of dealing with a client of a similar size to the City.

The City’s objectives are as follows:

1. To ensure that all individuals who join the City workforce are well qualified, have a strong potential to be productive and successful, comply with their positions of trust and have honestly presented their background and qualifications as outlined in the application materials.
2. The successful Proposer will be solely responsible to the City for all skills, resources and activities required to accomplish the City’s objectives, including all financing, planning, design, procurement, maintenance, operations, training and implementation of the required services.

D. Request for Proposals

Proposals shall be accepted only from respondents (“Proposers”) who have obtained from the City a complete set of RFP Documents, supporting documentation and any addenda thereto posted by the City on the eContractPhilly website. This RFP consists of the following sections:

1. Project Overview
2. Scope of Services
3. Proposal Format and Content
4. Administrative Information and Requirements
5. Reservation of Rights and Confidentiality

In evaluating the proposals, the City will consider the demonstrated experience, technical skill, scope of program, and financial proposal of each Proposer, whose primary business must be in Background Investigation Services, in developing and managing an interactive web based Background Investigation Services Program for the City as described in Section II of this RFP.

Therefore, the City hereby solicits proposals to develop and manage a Background Investigation Services Program for the City using an interactive web based program, in accordance with this RFP.

E. General Disclaimer of the City

This RFP does not commit the City of Philadelphia to award a contract. This RFP and the process it describes are proprietary to the City and are for the sole and exclusive benefit of the City. No other party, including any proposer, is intended to be granted any rights hereunder. Any response, including written documents and verbal communication, by any proposer to this RFP, shall become the property of City and may be subject to public disclosure by City, or any authorized agent of City.

II. Scope of Services

A. Project Details

1. Classifications

There shall be two classifications for background investigations: Standard and Security Sensitive. All newly hired City employees will be subject to the Standard Background investigation. Employees who are hired for Security Sensitive positions will be subject to a more detailed background investigation. Applicable law(s), the Appointing Authority, or his/her designee with the approval of the Personnel Director and the Inspector General will define Security Sensitive positions.

a. **Standard Background Investigation:**

All newly appointed employees shall be subject to a minimum standard background investigation. The standard background investigation will consist of an applicant's:

- i. Social Security Number Trace
- ii. Address Verification
- iii. Highest education completed at the high school level or above;
- iv. Previous employment history for a minimum of three years;
- v. Criminal records investigation;
- vi. Bureau of Motor Vehicles (BMV) investigation;
- vii. Any other continuing investigation or supporting documentation required to resolve a derogatory finding that could potentially prevent hiring.

b. **Security Sensitive Background Investigation:**

This is an enhanced level of investigation that is applicable to certain positions within City Government. The criteria for determining the applicability of the Security Sensitive background investigation may include, but are not limited to, the following examples: employees working with sensitive information; employees with fiscal responsibility; employees who are responsible for the health, welfare, and safety of citizens, a facility providing such care, and/or staff. The Security Sensitive Background Investigation shall consist of an applicant's:

- i. Social Security Number Trace
- ii. Address Verification
- iii. Highest education completed at the high school level or above;

- iv. Previous employment history for a minimum of three years;
- v. Criminal records investigation;
- vi. Bureau of Motor Vehicles investigation
- vii. Credit report, and
- viii. Any other continuing investigation or supporting documentation required to resolve a derogatory finding that could potentially prevent hiring.

2. Criminal Records Investigation

The respondent who successfully enters into a contract with the City pursuant to this RFP (the “Vendor”) will perform a criminal records investigation for the name of the potential hire as it appears on the request for investigation submitted by the City of Philadelphia. The Standard Background Investigation and Security Sensitive Background Investigation shall include a criminal records investigation for:

- a. all cities, counties and states of the potential hire’s past and present residence revealed as a result of a social security number trace and,
- b. the Counties of Philadelphia, Bucks, Delaware, Montgomery and Chester, Pennsylvania and the Commonwealth of Pennsylvania , and
- c. the Counties of Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Ocean and Salem and/or the State of New Jersey (whichever is more cost effective), and
- d. the County of New Castle and/or the State of Delaware (whichever is more cost effective).

Should the investigation reveal that the potential hire has additional names (i.e. maiden, aliases, etc.) that require continued investigation, the City may request criminal records investigations for the additional names at an additional charge to the City.

3. Proposed Procedure:

a. Step 1 - Applicant Submittal

The Departmental Human Resource Representative will collect the following information on an appropriate questionnaire from every applicant (vendor will assist City in creating the questionnaire and application form);

- i. All names by which the applicant has been known (e.g. maiden name);
- ii. All addresses (including the current and the past ten years);

- iii. Date of Birth;
- iv. Social Security Number;
- v. Driver's License,
- vi. Education (High School & above)
- vii. Employment (for prior three years)

Included in these documents will be authorization to release information, via a standardized release form provided by the company, for all aspects of the background investigation.

b. Step 2 - Request for Investigation

Authorized City Human Resource personnel shall submit an automated request for investigation via the vendor's on-line website.

c. Step 3 - Receipt

Vendor shall, upon receipt of investigation request, provide an electronic receipt indicating a unique order number to the Human Resource representative.

d. Step 4 - Investigation Report

Vendor shall provide a detailed report of all findings which shall include notes that indicate all unsuccessful attempts made to gather requested information.

e. Step 5 - Resolution of Derogatory Information

Should the investigation result in findings that preclude hiring, the employee shall be provided an opportunity to dispute findings during an interview with a designated City of Philadelphia Human Resources Representative. If the dispute cannot be resolved, the vendor may be asked to continue the investigation of the employee, provide additional supporting documentation, prepare findings of fact and conclusions of law, and/or provide expert testimony at no additional cost to the City.

4. Investigation Report

a. Timeliness Standards

Investigations will be completed and received by the City within 5 working days of receipt by the Vendor of the request for investigation accompanied by necessary releases and forms, unless the delay is caused by the records repository. In those instances the Vendor will notify the City in writing of the reason for the delay and will provide the City with an interim report of investigation based on the information gathered to date. When the outstanding information is received it will be supplied to the City within two working days in a supplemental report of investigation. All turnaround times will assume receipt of request by 3:00 pm Eastern Standard Time. Requests received after 3:00 pm E.S.T. will be considered as received the next business day. Weekends and federal holidays shall be excluded.

b. Reports Format

- i. All investigative reports will be typed or printed in a format to be mutually agreeable between the City and the vendor. Narratives will be in plain, grammatically correct English.
- ii. Investigation results shall be written and presented by the vendor in a manner that is non-discriminatory and unbiased based on race, sex, or religion of applicant.
- iii. A sample of Vendor's standard reporting format shall be submitted with the proposal.

c. Quality Standards

- i. Information will be the best, most current information available from the source or repository of information. No third party data bases will be used.
- ii. Lexus/Nexus and the three major credit reporting agencies (Experian, Transunion, and Equifax) are not considered third party vendors and therefore would be acceptable sources.
- iii. Copies of records will be legible. If legible copies can not be produced, a summary of the pertinent information contained in the record will be provided by the vendor.
- iv. Summaries of records will be accurate depictions of the contents of records.

d. State Access To Records, Record Keeping And Record Transfer

The Vendor shall prepare, maintain and preserve all financial records with respect to the administration of this program for a period of three (3) full years from the date of final payment. During the term of the Contract, the City shall have access during normal business hours to all such records, in whatever form they exist or are stored, which records shall be the property of the City and, upon the expiration or termination of the Contract, all such records, or exact copies thereof, shall be immediately turned over intact to the City. The Vendor shall afford the officers, attorneys, accountants, auditors, and other authorized representatives of the City free and full access to the records to be maintained by the Vendor as pertains to the contract.

At the option of the City periodic audits may, at reasonable times, be made of the Vendor's and all of its subcontractor's books and records insofar as they pertain to the Contract. Such audits shall be made at the City's expense by the City or independent public accountants designated by the City. Said books and records shall be made available to the Auditors of Public Accounts of the City of Philadelphia.

5. Confidentiality And Care Of Data

- a. The Vendor agrees to protect the confidentiality of any files, data or other material pertaining to the Contract and to restrict their use solely for the purpose of performing the Contract. The Vendor shall take all steps necessary to safeguard data, files, reports or other information from loss, destruction or erasure. Any costs or expenses of replacing or damages resulting from the loss of such data shall be borne by the vendor when such loss or damage occurred through its negligence.
- b. All background investigation documents will be treated confidentially. The results from the background investigation shall be retained in a privacy restricted file and managed in accordance with the City of Philadelphia Records Retention Policy.
- c. The Vendor shall maintain the highest standards of integrity in the performance of the Contract and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the City.
- d. The Vendor shall not disclose to others any confidential information gained by virtue of the Contract.
- e. The Vendor shall not, in connection with this or any other contract with the City directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a know legal duty by any officer or employee of the City or the Commonwealth.
- f. THE VENDOR MUST BE IN COMPLIANCE WITH ALL PROVISIONS OF THE FAIR CREDIT REPORTING ACT (FCRA) AND THE FAIR AND ACCURATE CREDIT TRANSACTIONS ACT (FACTA) AT ALL TIMES.

6. Ownership Of Documents

- a. All documents, data and records produced by the Vendor in carrying out the obligations and services of the Contract are and shall become and remain the property of the City of Philadelphia.
- b. The City shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to the vendor. The Vendor shall have no right or interest therein.
- c. Upon expiration or termination of the Contract, all such documents, data and records shall, at the option of the City, be appropriately arranged, indexed and delivered to the City by the Vendor.
- d. Any documents, data and records given to or prepared by the Vendor under the Contract shall not be made available to any individual or organization by the Vendor without prior written approval of the City. Any information secured by the Vendor from the City in connection with carrying out the services under the Contract shall be kept confidential unless disclosure of such information is approved in writing by the City or is directed by a court or other tribunal of competent jurisdiction.

7. Employment Eligibility Verification

Vendor shall provide to the City, as an optional service and at an additional fixed cost, automated verification of new employees' authorization to work in accordance with the Department of Homeland Security, United States Citizenship and Immigration Services requirements as found on Form I – 9 (Rev. 06/05/07).

8. Training

The City will require the Vendor to conduct on-site training classes for assigned personnel who will interact with the Vendor and use its website and software. Training will be made available to representatives of all using agencies/departments and any other necessary City personnel as determined solely by the City. The frequency of the training is at the discretion of the City. Any and all costs associated with provision of this training, including but not limited to time dedicated by the Vendor's designated training staff to prepare and conduct the training, travel and accommodation expenses incurred by the Vendor's training staff to conduct the training at the City's site and any materials provided to City employees being trained will be the sole responsibility of the vendor.

B. Organizational and Personnel Requirements

1. Vendor shall provide City agencies with an Account Manager and customer service support staff, available by telephone during normal business hours, to act as dedicated contact personnel for account management and the investigations as required to ensure consistency of contact.

2. All inquiries made to the Vendor by a City representative via telephone, website or facsimile transmission must be responded to by the Account Manager within 24 hours.

3. The City is aware that there will be ongoing changes in the workflow according to the hiring patterns of the City. It is the vendor's sole responsibility to maintain staffing levels adequate to ensure all timeliness and quality standards are met.

C. Technology Requirements

Vendor must have a secured website to ensure that all records and files shall remain confidential, available and recoverable. Vendor must provide at a minimum, the following:

1. Security

- a. 128 bit encryption. Certified Certificate Authority (Thawte)
- b. Firewall Protected (DMZ)
- c. Password Protected (Module/Customer Access)

2. Redundancy

- a. Dual Failover ISP's
- b. Dual Failover Router and Firewalls
- c. Dual Failover Web and Database Servers

3. Recovery

- a. Internal Tape Backup
- b. Secure Remote Offsite Backup (AmeriVault)
- c. UPS Wired Server Room

III. Proposal Format and Content

A. Proposal Requirements

1. Failure to furnish all information required in the RFP Documents may result in disqualification of the Proposer. The City reserves the right to thoroughly investigate the financial status and experience of the Proposer.
2. Proposals must be submitted electronically through the eContractPhilly website at www.phila.gov/contracts. Proposals shall include a table of contents listing all sections, figures, and tables and their corresponding page numbers.
3. All Proposals must include the following information and be signed as follows:
 - a. If the Proposal is made by an individual, the Proposal must be signed by the individual, the individual's full name must be typed or printed under the signature line and the Proposal must include the individual's mailing address;
 - b. If the Proposal is made by a partnership, the Proposal must:
 - i. be signed by at least one of the general partners with authority to bind the partnership and the name of the general partner must be typed or printed under the signature line;
 - ii. include the name and mailing address of the partnership; and attach a copy of the partnership agreement, or other document authorizing the general partner to sign the Proposal to bind the partnership;
 - c. If a corporation makes the Proposal, the Proposal must:
 - i. be signed by the president or vice president of the corporation, and the secretary or treasurer must attest the signature and the names of the corporate officers must be typed or printed under the signature lines;
 - ii. include the name and mailing address of the corporation; and
 - iii. attach a copy of the corporation's bylaws or a corporate resolution authorizing the corporate officer signing the Proposal to bind the corporation.
 - d. If the Proposal is made by a joint venture, the Proposal must:
 - i. be signed by all joint venture partners and the names of the joint venture partners must be typed or printed under the signature lines;
 - ii. include the name and mailing address of the joint venture; and

- iii. attach a copy of the joint venture agreement or other documentation signed by each member of the Joint Venture and, if applicable, any documentation necessary to show that the individuals signing on behalf of each joint venture partner are authorized to bind the joint venture.
4. It shall be the responsibility of the Proposer to electronically submit the Proposal and all other supporting material prior to 5:00 p.m. Eastern Standard Time on December 10, 2008. The City reserves the right, at its sole discretion, to reject and return without evaluation any Proposal received after the Proposal Submission Time and Date.

B. Mandatory Online Application Requirements

You must apply online in order to be eligible for award of the posted Non-Competitively Bid Contract opportunity; proposals or any other response to a Notice of Contracting Opportunity will not be considered unless you have filed, within the prescribed time period, an application through eContract Philly website for the posted opportunity. All applications must be submitted electronically through the eContract Philly online application process at www.phila.gov/contracts, choose eContract Philly.

Applicants and Vendors are now required to disclose information including campaign contributions, any consultants used and contributions the consultants have made, prospective subcontractor(s), and whether they have received any requests or advice on satisfying minority owned business participation goals from City employees. This information, as well as a proposal or any other response document required, are part of the online application. For more information, please consult the reference materials found on the website, e-mail econtractphilly@phila.gov or call 215-686-4914.

Applicants 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.

eContract Philly encourages applicants to start and complete their online applications as early as possible. Please be aware that internet connection speed depends on a variety of factors including: configuration of your computer, configuration of your business or home network, the condition of the wiring at your location, network or internet congestion (available bandwidth). Please prepare and plan accordingly to ensure a timely submission.

You can begin uploading (or attaching) your application materials at any time. It is especially prudent for you to start uploading your attachments earlier if you have a large number of attachments (e.g. over five documents) or larger-sized attachments (e.g. above 5 MB). Until you sign and submit your application, your materials are not accessible to any staff with the City of Philadelphia. Once you have signed and submitted your application, your application is accessible only to appropriate contract staff within the City of Philadelphia.

C. Evaluation of Proposals

Proposals will be evaluated by representatives from the Offices of Human Resources and Inspector General in addition to other key stakeholders in the background investigation process, as determined

by the Director of Human Resources and Inspector General.

D. Selection Criteria

Each Proposer must submit a proposal that recognizes and addresses the objectives and Scope of Services as set forth in Section II and satisfies the minimum qualifications listed below.

1. Proposer Qualifications

- a. Qualifications, references and previous relevant experience (demonstrated experience, skill and financial responsibility in developing, managing and maintaining similar services) in Background Investigation Services. References provided should be pertinent to the service requested in this RFP and demonstrate Proposer's ability to perform on a contract of the size and scope as the one set forth in this RFP.
- b. All Proposers must be web enabled, accessible by their clients in real-time, 24 hours per day, 7 days per week. The web site must be firewall protected and password protected. Proposers shall have a minimum of three (3) years experience of electronically processing requests for background investigations on a contract of the size and scope as outlined in this RFP.
- c. All Proposers must meet, at a minimum, the following:
 - i. Ability to provide discreet pre-employment background investigations within five business days of receipt of request.
 - ii. Ability to provide investigative services including document searches and background investigations in all fifty states.
 - iii. Ability to electronically process requests to verify employment eligibility in the United States.
 - iv. Ability to transmit results of the investigations over a secured website.
 - v. Ability to analyze and review data in written and electronic form.
 - vi. Ability to provide City with vital details and information based on an appropriate fact-finding process.
 - vii. Ability to establish disqualifying evidence standards that will meet City's requirements.
- d. Ability to provide interim reports of findings and results for review by the Human Resources Department. Timelines for the interim report will be established by the Human Resources Department.

- e. Ability to submit to the City a fact-finding report, which will include the final results of any investigation.
 - f. Ability to submit to the City all other evidence gathered during any investigation process.
 - g. Proposer must be in good standing with the appropriate state regulatory entities, have a Pennsylvania license as a private investigative service, and have been in business for no less than five (5) years with experience in these types of investigations. There should be no suits or judgments against the firm but if a suit or judgment does exist, The City of Philadelphia must be able to review past and pending judgments and lawsuits. The chosen Vendor will have legal counsel and agree to indemnify the City in accordance with the terms of the form of City Contract attached here as Appendix C.
 - h. Due to a Federal court decision, only private investigation companies working directly for the Federal government are exempt from state licensing laws. Consequently, companies working for local, county or state agencies must comply with license requirements.
 - i. Provide information which documents your firm's qualifications to produce the required outcomes, including its ability, capacity, skill, and financial strength. Provide a complete list of all references of contracts similar in scope for the previous three (3) years. This list should indicate the client's name, contact person, phone number, and a brief explanation of what the contract covered. Reference companies should be other municipalities, governments, bureaucracies and/or large firms, who submitted requests and utilized background investigation services via your company's website.
 - j. Proposer must have the ability to service multiple users within the City, simultaneously. Specifically, each major department with hiring authority will require a specific contact person and specific access to their own investigations. There will be approximately fifty-six (56) City agencies/departments participating in this contract.
 - k. Proposer must have the ability to invoice individual departments for services used by that specific agency.
2. In addition, the following factors will be taken into consideration in the evaluation of proposals:
- a. Cost
 - i. Cost-effectiveness, cost-efficiency, proposed savings, expense reduction
 - ii. Price, fee caps and other cost control measures
 - b. Experience
 - i. Specialized experience

- ii. Documented prior experience specifically with the City and/or in handling project(s) of similar size and scope
- iii. Demonstrated ability to meet deadlines
- c. Proposed plan of action/strategy/solution for Department project(s)
 - i. Utilization of most efficient methodology
 - ii. Innovativeness of solution
 - iii. Utilization of best practices
- d. Staffing model
- e. Vendor capacity
- f. Staffing qualifications (e.g., staff prior experience, education, licenses, professional achievements)
- g. Technical, administrative, financial capacity
- h. Specific licensure requirements for organizations/businesses
- i. Expressed willingness to comply with City and/or department standards for contracting (e.g., indemnification, nondiscrimination)
- j. Vendor profile
- k. Business integrity and reputation in the industry relevant to the vendor or area of work
- l. Shared commitment, with department, to achieving the objectives of Executive Order 2-05 which strives for the inclusion of Minority, Women and Disabled Businesses in all phases of City contracting
- m. Superior ability or capacity to meet particular requirements of contract opportunity;
- n. Eligibility under Code provisions relating to campaign contributions;
- o. Superior prior experience, as confirmed by references;
- p. Superior skill and reputation, including timeliness and demonstrable results, as confirmed by references;
- q. 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;
- r. Administrative and operational efficiency, requiring less City oversight and administration, as confirmed by references;
- s. Meets qualification requirements as set forth in this RFP

Financial Responsibility – The Proposer must demonstrate that it has the financial capacity to carry out the requirements set forth in this RFP.

Nondiscrimination Requirements – The Proposer must be determined to be compliant with criteria established by the City’s Office of Economic Opportunity (formerly Minority Business Enterprise Council (“MBEC”)). An overview of these requirements is attached as Appendix A.

E. Participation of Disadvantaged Business Enterprises

This RFP is subject to the Mayor’s Executive Order 2-05 relating to the participation of Minority, Women, Disabled and Disadvantaged Business Enterprises (M/W/DS-DBE) in City contracts. The City has established projected ranges for the participation of disadvantaged businesses. See Appendix A to this RFP. Instructions, forms (the “Solicitation for Participation and Commitment Form”) and contract provisions relating to this requirement are contained in a document entitled

“Disadvantaged Business Enterprises (DBE) Participation Ranges - Mayor’s Executive Order 2-05” as provided in Appendix A Proposers **must** submit a “Solicitation for Participation and Commitment Form” (MBEC Forms) responsive to each of the projected ranges established for each category. Proposers should submit the MBEC Form with their Proposals, although the City reserves the right to request these forms as well as any additional or clarifying information at any time prior to contract award.

F. City Employee Conflict Provision

No proposal shall be from, or contract awarded to, any City of Philadelphia employee or official who submits a proposal or solicits any contract in which he or she may have any direct or indirect interest.

G. Proposers Restricted

No respondent may be a party to or have an interest in more than one Proposal submitted pursuant to this RFP.

H. Proposal Binding

By signing and submitting its proposal, each Respondent agrees that the contents of its proposal are available for establishment of final contractual obligations for a minimum of 120 calendar days from the application deadline for this RFP. A Respondent’s refusal to enter into a contract which reflects the terms and conditions of this notice of contract opportunity, the City Contract or Respondent’s proposal may, in the City’s sole discretion, result in rejection of Respondent’s proposal or termination of any negotiations with the Respondent.

IV. Administrative Information and Requirements

Procurement Schedule. The City anticipates the following schedule:

(1) RFP release	11/21/2008
(2) Questions regarding the RFP due	12/01/2008
(3) Answers provided on eContract Philly website	12/05/2008
(4) Proposal submission	12/10/2008
(5) Proposer selected for contract negotiation	12/19/2008
(6) Contract Negotiation	12/22/2008
(7) Contract award and execution	12/31/2008
(8) Commencement of work	01/01/2009

B. Questions relating to the RFP

All questions concerning this RFP must be submitted in writing via email to Glenn Harper at glenn.harper@phila.gov no later than December 1, 2008. The City will provide written responses to the submitted questions no later than December 5, 2008. These responses will be posted on the eContract Philly website with the original RFP details notice. Oral responses by any City employee or agent of the City are not binding and shall not in any way be considered as a commitment by the

C. Revisions to RFP

The City reserves the right to change, modify or revise this RFP at any time. Any revision to this RFP will be posted on eContract Philly with the original Opportunity Details. It is your responsibility to check the eContract Philly website frequently to determine whether additional information has been released.

D. Inclusion/Responsiveness

Provisions of this Request for Proposal and the contents of proposals are considered available for establishment of final contractual obligations for a minimum period of 120 days following the proposal submission.

E. Contract Term

The contract resulting from this RFP will commence on the commencement date of the Initial Term as stated in the Contract and will have a term of up to one (1) year. Up to three (3) additional one-year term extensions may be granted, at the sole option of the City of Philadelphia.

F. Compensation

Proposers shall submit a price for each deliverable item listed in Section II. Additional alternative pricing proposals may also be submitted. Prices for the Initial Term of the Contract as well as all three (3) additional one-year renewal terms, if granted by the City, must be stipulated by the Proposer. Prices submitted shall include all direct costs and all reasonable, actual, ordinary and necessary miscellaneous expenses incurred by the Vendor to fulfill the Vendor's obligations under the Contract including but not limited to the following: communications including telephone, telefax, postage, parcel post and freight, and package express; photo copies made by the Vendor "in-house".

Any fees charged by original record holders, including criminal records repositories and other federal, state, or local agencies shall be invoiced directly to the City with no mark-up or added fees. Should the Vendor be required to travel during the course of a background investigation in order to complete the background investigation, travel time shall be paid at cost (to be supported with receipts and/or invoices) and in accordance with City standards for travel.

Vendor shall retain all receipts and shall upon request by the City provide any necessary documentation.

Vendor shall obtain prior approval from the City before incurring any extraordinary or unusual expenses.

Vendor will be responsible for invoicing monthly each individual City Department for the number of investigations ordered and performed during the billing period as well as any additional services requested by that Department of the Vendor during that same period. **G. Contract Requirements**

Vendor will be required to enter into a contract with the City in the form attached here at Appendix C, which incorporates this RFP and the successful respondent's Proposal. Any proposed deviations from or exceptions to the terms and requirements of this RFP, including terms or conditions of the form of City contract (Appendix C), must be clearly and conspicuously identified under a section marked "Exceptions to RFP" in the proposal and include a full description of the scope of the deviation or exception, any proposed alternative language, as applicable, its impact on any affected items of the services and a detailed description of the functional and cost advantages and disadvantages to the City. By submission of a Proposal which does not so identify any exceptions, respondent accepts all terms and conditions of this RFP, including the form of City contract, and waives the right to raise any such deviations/exceptions after submission of its Proposal.

- (1) Insurance. Types and limits of required insurance are set forth at Appendix B to this RFP.

H. Contract Preparation Fee

Pursuant to §17-701 of The Philadelphia Code, the successful proposer will be required to pay a contract preparation fee. Section 17-701 establishes a fee schedule for contract preparation which is based upon the amount of the contract.

Amount of Contract

\$0-\$20,000

Contract Preparation Fee

\$0

\$20,001-\$50,000	\$120
\$50,001-\$100,000	\$170
\$100,001-\$250,000	\$260
\$250,001-\$500,000	\$340
\$500,001-\$1,000,000	\$520
Over \$1,000,000	\$1,000

V. Reservation of Rights and Confidentiality

A. Reservation of Rights and Confidentiality

By applying for a notice of contract opportunity, the respondent understands and agrees to this reservation of rights.

I. City's Reservation of Rights in Connection with the Notice of Contract Opportunity Process

The City reserves and may exercise any one or more of the following rights and options with respect to its notice of contract opportunity process:

- 1) to reject any and all proposals and to reissue a notice of contract opportunity at any time prior to execution of a final contract;
- 2) to issue a new notice of contract opportunity with terms and conditions substantially different from those set forth in a previous notice of contract opportunity;
- 3) to issue a new notice of contract opportunity with terms and conditions that are the same or similar as those set forth in a previous notice of contract opportunity in order to obtain additional proposals;
- 4) to extend a notice of contract opportunity in order to allow for time to obtain additional proposals prior to the notice of contract opportunity application deadline; or,
- 5) to cancel a notice of contract opportunity with or without issuing another notice of contract opportunity.

II. Proposal Selection Process and City's Reservation of Rights in Connection with Selection of Proposal(s) for Review

The City reserves and may exercise any one or more of the following rights and options with respect to its selection process:

- 1) to reject any proposal if, in the City's sole discretion, the proposal is incomplete, the proposal is not responsive to the requirements of a notice of contract opportunity or it is otherwise in the best interest of the City to reject the proposal;
- 2) to supplement, amend, substitute or otherwise modify a notice of contract opportunity at any time prior to award of one or more respondents for negotiation;
- 3) 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, is financially, or technically incapable or is otherwise not a responsible respondent;
- 4) to reject as informal or non-responsive, any proposal which, in the City's sole judgment, is incomplete, is not in conformity with applicable law, is conditioned in any way, deviates from the notice of contract opportunity or contains erasures, ambiguities, alterations or items of work not called for by the notice of contract opportunity;

- 5) to waive any informality, defect, non-responsiveness and/or deviation from the notice of contract opportunity that is not, in the City's sole judgment, material to the proposal;
- 6) to permit or reject, at the City's sole discretion, amendments (including information inadvertently omitted), modifications, clarifying information, alterations and/or corrections to proposals by some or all of the respondents following proposal submission and before contract award and/or contract execution.

III. Proposal Evaluation Process and City's Reservation of Rights in Connection with Proposal Evaluation and Contract Negotiation

Proposals, which the City determines in its sole discretion, are responsive to a notice of contract opportunity, will be reviewed and evaluated by the City. The City reserves the right to request respondents to make one or more presentations to the City at the City's offices at respondent's sole cost and expense, addressing respondents' ability to achieve the objectives of the notice of contract opportunity. The City further reserves the right to conduct on-site investigations of the respondents' facilities or of those facilities where the respondent performs its services. Proposals will be evaluated, in part, according to whether the respondent meets the minimum qualifications and submits a proposal complying with all of the requirements of the notice of contract opportunity.

The City reserves the right to enter into negotiations with any or all respondents regarding price, scope of services, or any other term of their proposals, and such other contractual terms as the City may require, at any time prior to execution of a final contract. The City may, at its sole election, enter into simultaneous, competitive negotiations with multiple respondents or negotiate with individual respondents either together or in a sequence. Negotiations with respondent(s) may result in the expansion or reduction of the scope of services, or changes in other terms 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. The City may accept or reject any or all of the items in any proposal and award the contract in whole or in part if it is deemed in the City's best interest to do so.

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 reissue the notice of contract opportunity in order to solicit new respondents. The City reserves the right not to enter into any contract with any respondent, with or without the re-issuance of a notice of contract opportunity, if the City determines that such is in the City's best interest.

IV. Confidentiality and Public Disclosure

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

from any use or disclosure of such confidential and/or proprietary information by the successful respondent or any person acquiring such information, directly or indirectly, from the successful respondent.

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

APPENDIX A
City of Philadelphia
Minority Business Enterprise Council (MBEC)
Mayor's Executive Order 02-05

INSTRUCTIONS, FORMS AND CONTRACT PROVISIONS FOR THE PARTICIPATION OF
MINORITY, WOMEN AND DISABLED BUSINESS ENTERPRISES (M/W/DSBE)

This Request for Proposal (RFP) is issued under the **Mayor's Executive Order 02-05**. The following instructions, forms and contract provisions, as well as Executive Order 02-05 (a copy of which may be obtained at the MBEC Office) are hereby incorporated in and made a part of any contract resulting from this Request for Proposal.

Respondent is subject to the provisions of Mayoral Executive Order 02-05 and is required to respond to the ranges specified in this Request for Proposal (RFP) for participation by Minority Business Enterprises ("MBE"), Woman Business Enterprises ("WBE") and Disabled Business Enterprises ("DSBE") (collectively, "M/W/DSBE") as those terms are defined in Executive Order 02-05.

Respondent must submit a "***Solicitation for Participation and Commitment Form***" (S & C Form) identifying its solicitations and certifying that Respondent has met the ranges specified in this RFP for M/W/DSBE participation in the contract; in the event that Respondent has not fully achieved the participation ranges, Respondent must submit, in addition to the S & C Form, a "***Good Faith Efforts Form***" (GFE Form).

The S & C Form (and, in the event Respondent has not fully achieved the ranges, the GFE Form), must be submitted with the proposal, although the MBEC reserves the right to request these documents as well as any additional or clarifying information at any time prior to contract award. The submission of an S & C Form and also the GFE Form if necessary, is an element of responsiveness to this RFP and the failure to submit an S & C Form and GFE Form may result in the rejection of the proposal. Respondent hereby verifies that all forms, information and documentation submitted to the MBEC are true and correct and is notified that the submission of false information by Respondent, in addition to the imposition of other sanctions, is subject to the penalties of 18 Pa.C.S Section 4904 relating to unsworn falsification to authorities.

PARTICIPATION RANGES

Under the authority of the Mayor's Executive Order 02-05, the Office of Economic Opportunity (OEO) will establish participation range(s) for this Request for Proposal for MBE, WBE and DSBE . These Participation Ranges will be posted as an Addendum to this RFP during the week of November 24, 2008.

These participation ranges serve exclusively as a guide in determining Respondent responsibility. These ranges represent the percentage of MBE, WBE and DSBE participation that should be attained from business opportunities available in this RFP absent exclusion and 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 MBEs, WBEs and DSBEs to perform various elements of the contract.

A. Solicitation for Participation and Commitment.

1. Respondent must submit an S & C Form responsive to each of the range(s) established for this Request For Proposal. If Respondent does not make commitments within each of the established range(s), or does not fully achieve commitments within each of the expressed participation range(s), Respondent must submit in addition to the S&C Form and as more fully described below, a GFE Form signed by its *Chief Executive Officer (CEO)* or designee.

(a) S & C Form. Respondent must demonstrate that its firm did not exclude or discriminate against M/W/DSBEs in subcontracting work for the contract. As evidence of its conduct, Respondent must complete the S & C Form. The S & C Form shall contain:

- The company name, address, contact name, telephone number, fax number and MBEC certification number of each MBE, WBE and DSBE solicited for participation in the contract, regardless of whether commitments resulted from this solicitation. If Respondent receives unsolicited quotations from a MBE(s), WBE(s) or DSBE(s) or if Respondent makes solicitations of MBE(s), WBE(s) or DSBE(s) but receives no quotations, these MBE(s), WBE(s) or DSBE(s) must also be identified on the S & C Form.
- If Respondent has entered into a joint venture arrangement with a MBE, WBE and/or DSBE partner, Respondent must complete and submit with the proposal, in addition to the S & C Form, the Joint Venture Eligibility Information Form available at the Office of the MBEC.
- A detailed description of the service that was solicited and a quotation/proposal received for each MBE, WBE or DSBE. Describe such service as it relates to a distinct element of the contract as determined by the RFP. Respondents must avoid using one-word descriptions of the services to be performed.
- Disclose any second tier subcontracts. If the MBE, WBE or DSBE subVendor with whom Respondent has made a commitment intends to subcontract more than ten percent (10%) of the described services (not including the cost of materials, equipment or supplies incident to the performance of services under the contract), Respondent must provide, on a duplicate copy of the S & C Form, the name and address of each second tier subVendor(s) (identifying whether it is or is not a

MBE, WBE or DSBE), a detailed description of the services, and dollar amount of the subcontracted services.

- The dollar amount and percentage of commitment made reflected by the quotation/proposal provided to Respondent by each identified MBE, WBE and/or DSBE.
- The reason(s) if no commitment is made or no quotation/proposal is received from each identified MBE, WBE and/or DSBE.

Upon completion of the **S & C Form(s)**, Respondent should indicate at the bottom of each form the total percentage commitment made to the type of certified business (MBE or WBE or DSBE). If the total percentage commitment is less than that established for this RFP, Respondent must submit a GFE Form to explain why it could not achieve participation within the established ranges.

B. Good Faith Evaluation.

1. If Respondent does not fully meet each of the range(s) for participation established for this RFP, Respondent must submit a GFE Form signed by its CEO or designee.

2. The Respondent's GFE Form will be evaluated to ascertain whether the Respondent made a good faith effort to meet the participation range(s) established for this RFP or whether Respondent discriminated or excluded MBE/WBE/DSBEs from opportunities to participate in the contract. The evaluation will include consideration of the following:

(a) Whether the Respondent's actions were improperly motivated by considerations of race or gender or disability. The MBEC may investigate the Respondent's contracting activities and business practices on similar public and private sector contracts. For example, if Respondent rejects any MBE/WBE/DSBE based on a lack of qualifications, Respondent must fully document its reasons for the rejection and also demonstrate that Respondent subjects non-MBE/WBE/DSBEs to the same qualifications standards;

(b) Whether MBE/WBE/DSBEs were treated as equally as other businesses in the solicitation and commitment process. For example, the MBEC will investigate whether MBE/WBE/DSBEs are given the same information, access to the RFP and adequate time to prepare a quote as others who were solicited. The MBEC will also investigate whether MBE/WBE/DSBEs were accorded the same level of outreach as non-MBE/WBE/DSBEs, for example whether Respondent shortlisted MBE/WBE/DSBEs for participation in the Vendor negotiated subcontract opportunities;

(c) Whether the Respondent's solicitation and commitment decisions were based upon policies which disparately affect MBE/WBE/DSBEs or policies which

facilitate the participation of MBE/WBE/DSBEs such as segmentation of the contract, prompt payment practices or bonding assistance.

C. Proposal Evaluation.

If Respondent has submitted a Proposal within each of the projected range(s) for MBE, WBE and DSBE participation, the MBEC will presume that the Respondent has not discriminated in its selections and will be considered responsive and responsible under Executive Order 02-05. If Respondent has not submitted a Proposal within the projected range(s), the MBEC will evaluate whether the Respondent made a good faith effort to meet the participation range(s) or whether discrimination or exclusion has occurred. After review of Respondent's submission and any other evidence MBEC deems relevant to its evaluation, the MBEC will make a recommendation to the Department Head or his/her designee. If the Department head, after review of the MBEC's recommendation and supporting documentation, concurs that discrimination or exclusion has occurred, Respondent will be deemed not responsible and its proposal rejected.

A Proposal so rejected (due to a determination of discrimination or exclusion) may result in the debarment of the Respondent from submitting future Proposal(s) and/or participating in any future City contracts for a period of up to three (3) years.

1. Any M/W/DSBE that is listed on the S & C Form or the Joint Venture Eligibility Information Form must be certified by the MBEC in accordance with Executive Order 02-05 in order to be credited towards the participation range(s) for this RFP. The MBEC maintains a Directory of Certified Businesses available at www.phila.gov/mbec

2. No Respondent that seeks to meet the participation range(s) by entering into subcontracts with any M/W/DSBE subcontractor shall be considered to meet the participation range(s) if the M/W/DSBE subcontractor does not perform a commercially acceptable function ("CAF"). An M/W/DSBE is considered to perform a CAF when it engages in meaningful work that provides for a distinct element of the subcontract (as required by the services to be performed in accordance with this RFP). The distinct element must be worthy of the dollar amount of the subcontract and the M/W/DSBE must perform its responsibilities by actually performing, managing and supervising the work involved. The MBEC 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 the **S & C Form** that the work described on the form does not constitute a CAF, the proposal may be rejected.

3. Listing of an M/W/DSBE as a subcontractor on the **S & C Form** constitutes a representation by Respondent, that such M/W/DSBE is capable of completing the subcontract with its own employees, and that the Respondent has made a **BINDING COMMITMENT** with the listed firm. This listing is also a representation by Respondent that if awarded the contract, Respondent will enter into a written subcontract with the listed firm(s) for the services described and dollar/percentage amount(s) set forth on the **S & C Form**, unless the City alters the scope of

services prior to the commencement of the contract. M/W/DSBE percentage commitments are to be maintained throughout the term of the contract, including any renewals, and shall apply to the total dollar amount, including increases, of the contract.

4. If a joint venture arrangement has been entered into with a MBE, WBE or DSBE, the following criteria must be met in order to receive credit toward the participation range:

- The MBE, WBE or DSBE partner(s) must be certified by the MBEC;
- The MBE, WBE or DSBE partner(s) must derive substantial benefit from the arrangement;
- The MBE, WBE or DSBE partner(s) must be substantially involved in all phases of the contract including, but not limited to, the performance, with its own workforce, of a portion of the on-site work where appropriate, and administrative responsibilities such as bidding, 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 interests, contributes working capital and other resources, etc).
- If Respondent has entered into a joint venture arrangement, the joint venture partners must complete and submit a "Joint Venture Eligibility Information Form" (available at the MBEC Office). This form should be submitted with the proposal and the form will be reviewed by the MBEC for approval or disapproval of the joint venture arrangement. If the joint venture arrangement is not approved by the MBEC, Respondent will not receive credit toward the applicable participation range(s) and the proposal may be rejected.

5. In calculating the percentage of participation by an M/W/DSBE, Respondent shall apply the standard mathematical rules in rounding off numbers. For example, if the stated MBE participation range is 15% - 25%, the MBE participation must equal 14.5% or greater to fall within the range. In the event of an inconsistency between the dollar and percentage amounts listed on the S & C Form, the percentage will govern.

6. 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, MBE and DSBE or WBE and DSBE), will only be credited in **one** category i.e., either as a Minority (MBE), Woman (WBE) or Disabled (DSBE) Business Enterprise; Respondents will designate on the **S & C Form** which category, MBE, WBE or DSBE, is submitted for credit.

7. Certification of a business by the MBEC shall not be a representation of the firm's financial or technical ability to perform the specified services. The City reserves the right to evaluate a firm's ability to satisfy financial, technical or other criteria separate and apart from certification before or after selection of the successful Respondent or award of the contract.

8. If Respondent is a certified M/W/DSBE submitting a proposal as a prime Respondent, Respondent is still required to respond to the participation range(s) specified in this RFP; a certified M/W/DSBE submitting a proposal as the prime Respondent will receive credit toward the ranges for its own work on this RFP, and must seek to meet any other applicable ranges. The participation of an MBE, WBE or DSBE who is a part of a joint venture created for this contract, may be credited towards the applicable participation range to the extent of the certified partner's ownership interest in the joint venture provided that the joint venture arrangement is acceptable to the MBEC.

9. Except as otherwise provided herein, no changes or modifications to the participation arrangements specified on the **S & C Form** or Joint Venture Eligibility Information Form, including but not limited to substitutions for the listed firms, changes or reductions in described work and/or listed dollar/percentage amounts, shall be permitted.

(a) Following contract award, the successful Respondent may, under appropriate circumstances and with the prior written approval of the MBEC, make changes or modifications to the participation arrangements contained in its original submission, including substitutions for committed firms where the firm is unable to perform the scheduled services. Requests for such changes, modifications or substitution must be submitted to the MBEC in writing with appropriate justification. In no event may the successful Respondent substitute a committed M/W/DSBE with another M/W/DSBE or a majority firm or self perform the work without first obtaining approval from the MBEC in writing.

(b) The MBEC may from time to time request revised form(s) or other documentation from the successful Respondent to ensure compliance with the change order/amendment provision set forth in Paragraph 11.

10. Notwithstanding compliance with the requirements set forth herein, the City reserves the right to reject any or all Proposals as deemed in the best interest of the City.

11. In the event the successful Respondent's contract is increased by change order (sometimes referred to as a modification) and/or amendment, it shall be the responsibility of the successful Respondent to apply the participation range(s) to the amended amount in order to maintain the participation range(s) committed to on the total dollar amount of the contract at the time of contract completion.

12. The successful Respondent agrees to cooperate with the MBEC in its compliance monitoring efforts and to submit, within the time limits prescribed by the MBEC, all documentation which may be requested by the MBEC, including but not limited to, copies of subcontracts with the M/W/DSBEs, invoices, telephone logs and correspondence with the M/W/DSBEs, canceled checks, etc. These documents shall be maintained by the successful Respondent for a period of five (5) years following acceptance of final payment under the contract. The successful Respondent also agrees to submit reports, including electronic

submissions, and other documentation to the MBEC as deemed necessary by the MBEC to ascertain the successful Respondent's fulfillment of its M/W/DSBE participation commitments.

13. It is understood and agreed that the successful Respondent's compliance with the requirements for participation is material to any contract resulting from this RFP ("Contract"). Any failure to comply with these requirements shall constitute a substantial breach of the Contract. It is understood and agreed that if the Director of Finance determines that the successful Respondent hereunder has failed to comply with the requirements for M/W/DSBE participation, 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 which shall be deemed cumulative and concurrent:

(a) Withhold payment(s) under the Contract or other City contracts awarded to Respondent until corrective action is taken.

(b) Terminate the Contract, in whole or in part.

(c) Debar the successful Respondent from proposing on 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 shortfall toward the applicable M/W/DSBE commitment.

(NOTE: The "total dollar amount of the contract" shall include approved change orders and amendments.)

14. No privity of contract exists between the City and any M/W/DSBE subcontractor identified on the S&C Form and 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 any subcontracted services under Executive Order 2-05 or by reason of any contract resulting from this RFP 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. 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 RFP nor shall it give rise to actions by any third parties including identified M/W/DSBE subcontractors..

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Should you have any questions related to the Contract Provisions, please call the MBEC at (215) 686-6372 or fax (215) 686-3878.

APPENDIX B

Insurance Requirements

Insurance

Unless otherwise approved by the City's Risk Management Division in writing, Provider shall, at its sole cost and expense, procure and maintain, or cause to be procured and maintained, in full force and effect, the types and minimum limits of insurance specified below, covering Provider's performance of the Services and the delivery of the Materials. Provider shall procure, or cause to be procured, all insurance from reputable insurers admitted to do business on a direct basis in the Commonwealth of Pennsylvania or otherwise acceptable to the City. All insurance herein, except Professional Liability insurance, shall be written on an "occurrence" basis and not a "claims-made" basis. In no event shall Provider perform any Services or other work until Provider has delivered or caused to be delivered to the City's Risk Management Division the required evidence of insurance coverages. All insurance coverages shall provide for at least thirty (30) days prior written notice to be given to the City in the event coverage is materially changed, cancelled, or non-renewed. The City, its officers, employees, and agents, shall be named as additional insureds on the General Liability Insurance policy. Provider shall also deliver or cause to be delivered to the City an endorsement stating that the coverage afforded the City and its officers, employees, and agents, as additional insureds, will be primary to any other coverage available to them and that no act or omission of the City, its officers, employees or agents shall invalidate the coverage.

1) Workers' Compensation and Employers' Liability

- a) Workers' Compensation: Statutory Limits
- b) 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.
- c) Other states' insurance including Pennsylvania.

2) General Liability Insurance

- a) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; \$1,000,000 advertising injury; \$2,000,000 general aggregate and \$1,000,000 aggregate for products and completed operations. The City may require higher limits of liability if, in the City's sole discretion, the potential risk warrants.
- b) Coverage: Premises operations; blanket contractual liability; personal injury liability; products and completed operations; independent subcontractor, employees and volunteers as additional insureds; cross liability; and broad form property damage (including completed operations).

3) Automobile Liability Insurance

- a) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury

(including death) and property damage liability.

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

4) Professional Liability Insurance

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

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

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

Self-Insurance

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

Evidence of Insurance Coverage

Certificates of insurance evidencing the required coverages must specifically reference the City contract number for which they are being submitted. The original certificate of insurance must be submitted to the City’s Risk Manager at the following address:

City of Philadelphia
Finance Department
Division of Risk Management

1515 Arch Street, 14th Floor
Philadelphia, PA 19102-1579
(Fax No.: 215-683-1705)

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

Fidelity Bond

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