



**REQUEST FOR PROPOSALS
for
PROGRAM MANAGER FOR LIEN SECURITIZATION
for
The CITY OF PHILADELPHIA**

Issued by:
THE CITY OF PHILADELPHIA (“City”)
Department of Revenue
And
Law Department

All proposals must be submitted electronically to the correct contract opportunity established for this RFP (identified by opportunity number), through the eContract Philly online application process at www.phila.gov/contracts, choose eContract Philly. Applicants 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. Philadelphia, PA, local time, on October 13th, 2017

James Kenney, Mayor

Commissioner Frank Breslin
Chief Revenue Collections Officer, Department of Revenue

Sozi Pedro Tulante, City Solicitor
Law Department

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I. Project Overview

A. Introduction; Statement of Purpose

The City of Philadelphia Department of Revenue (“Revenue”), in cooperation with the Law Department (“Law”, together, the “Department”) is soliciting written proposals from qualified entities (“Applicants”) to design, implement, and manage a securitized sale of the City’s Real Estate tax claims (“liens”) and possibly other Municipal Claims.

B. Department Overview

The Department of Revenue is responsible for collecting all taxes due to the City or the School District of Philadelphia (the “School District”) other than the City’s Sale and Use and Hotel Occupancy Taxes, and also for collecting water and sewer charges and certain other debts to the City. The Department of Revenue is committed to the courteous and prompt collection of all revenue due the City and School District. The Department of Revenue was selected to administer this contract, in conjunction with the Law Department, because of its expertise in the field of taxation and because of its experience in hiring tax collection professionals.

Under the Philadelphia Home Rule Charter, the Law Department is responsible for providing legal representation to all officers, employees, departments, boards and commissions of the City concerning generally any civil matter arising in connection with the exercise of their official powers. The Department is committed to the highest ethical and professional standards and takes pride in its reputation with its City clients, the bench and bar, and the public.

From time to time, the Law Department seeks professional services providers to assist it in its work, or in the event of a conflict, to represent the City’s or, where appropriate, the employee’s interests. These providers include legal counsel for tax collection services, and other miscellaneous legal matters; and expert services such as real estate appraisers, economics experts and software developers. In general, all debts that are more than 90 days overdue are referred to the Law Department for collection.

The City imposes Real Estate Taxes for itself and the School District. Interest and penalty accrue according to law. In addition, under the Municipal Claim and Tax Lien Law and the Philadelphia Code, the City may impose reasonable attorney’s fees or collection agency fees for the collection of Delinquencies under a contingent fee agreement and certain other charges such as lien charges. The City currently imposes such fees on Delinquencies of up to eighteen percent (18%) of outstanding principal, interest, and penalty, the maximum permitted under the Philadelphia Code. There is no legal authority to add fees or expenses to Overdue Taxes before such claims become delinquent on the 1st of January.

The City’s Real Estate Taxes are levied on January 1st of each year. The City’s Office of Property Assessment (OPA) is responsible for annually determining the value of properties within the City, and submit a certified list of property assessments to the Department of Revenue. The Department of Revenue is responsible for billing and collecting Real Estate Taxes

base on OPA's valuations. Taxpayers are given a one-percent discount if they pay their bill on or before February 28th. The gross amount of the tax is due on March 31st of each year. If the property owner fails to pay the required tax by March 31st, the property becomes past due ("overdue") on April 1st, and "additions" (interest) at the rate of 1.5% per month begins to accrue.

On January 1st, the City considers the property owner delinquent and starts the process of filing a lien on the property. Unpaid charges are capitalized and become tax principal on which interest and penalty will accrue. Interest accrues at the rate of 0.75% per month. Penalty accrues at the rate of 1.0 % per month, but only from February through August of the 1st year the tax year is delinquent. The City's Real Estate Tax liens are filed in the Court of Common Pleas of the Philadelphia county, and all liens filed include a statutory fee of \$86.70.

C. Project Background

Historically, the City's Law Department collected delinquencies in-house, without the use of an outside vendor, and the Department of Revenue collected overdue taxes. In June of 1997, the City and School District sold most of their delinquent tax liens to Philadelphia Authority for Industrial Development.

In fiscal year 2005, the Law Department retained a law firm, Linebarger Gogan Blair & Sampson LLP ("Linebarger"), to collect most Real Estate receivables on properties that had been delinquent at least three (3) years. In September 2007, the Law Department authorized it to conduct tax sheriff's sale. In 2009, the City entered into a second contract for Real Estate Tax collection with Goehring, Rutter & Boehm ("GRB"). The Tax Amnesty in 2010 required both Linebarger and the Law Department to suspend tax sheriff's sales for several months. But in Fiscal Year 2012, they both not only resumed but significantly increased tax sheriff's sale activity, while GRB began using the process for the first time. An RFP for similar services was posted on June 30, 2016, and contracts were awarded to GRB and Linebarger. In 2012, for the first time, the City referred out overdue taxes for collection by GRB and by another one of its collection firms.

In June 24-29, 2015, the Department of Revenue conducted the City's first Real Estate Tax Lien sale in nearly 20 years. The pilot project was designed as an internet-based tax lien auction. The City retained SRI, Inc. to conduct the online sale. The initial auction offering was limited to 865 properties. In December 2015, a 2nd online auction was conducted by RealAuction, Inc. The City sold liens on 795 properties during the two auctions, at a total price of \$3.3 million dollars. Most significantly, however, property owners made pre-sale payments of \$10.4 million and entered into payment agreements for \$3.9 million to remove their tax liens from the two sales. As a result, the total amount realized from the two pilot sales was \$17.6 million.

Upon consideration of the various alternative methods the City could use to sell its liens, the City posted an RFP (Opportunity # 21160715090107) on July 18, 2016, soliciting proposals for tax lien sale models. In response to the RFP, the City received proposals from (1) firms to structure and manage a tax lien securitization, (2) prospective buyers to enter into a contract for the bulk

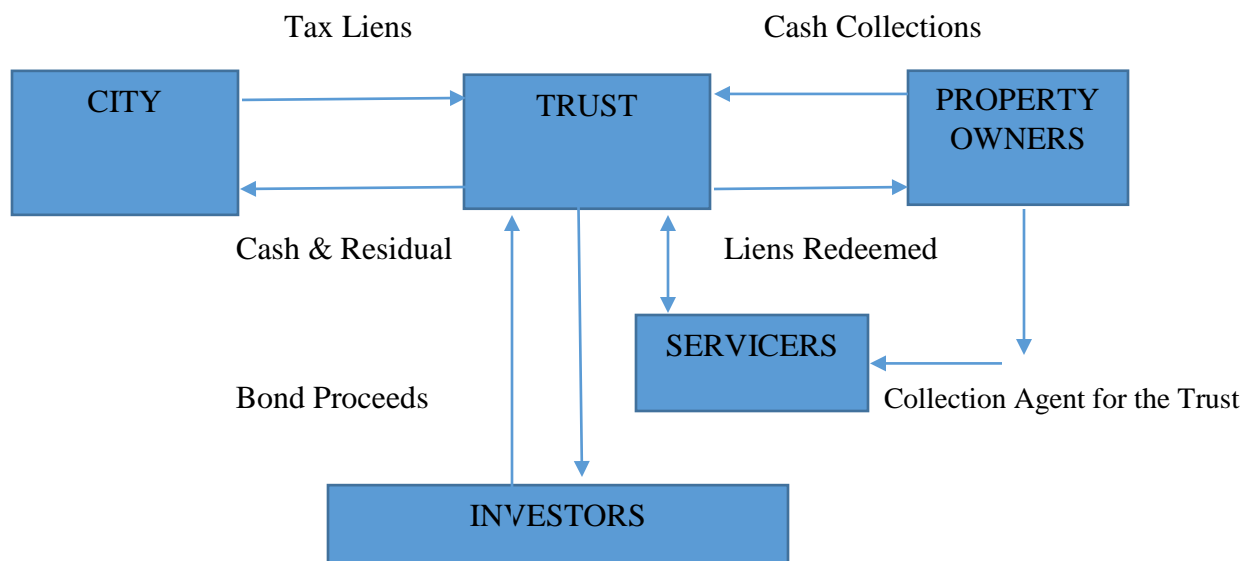
sale of delinquent tax liens, and (3) companies to develop, host and administer online auctions of individual delinquent tax lien. The City did not make an award pursuant to that RFP. However, after completing an analysis of the costs and benefits of securitization compared to other lien sale options, the City determined that a securitization would be the best option to both generate additional revenue and protect taxpayer's interests.

Section 33 of the Municipal Claim and Tax Lien Law, 53 P.S. § 7147, authorizes the City to assign or transfer to a third party, either absolutely or as collateral security for an amount to be determined by the City, any tax or municipal claim filed or to be filed under the provisions of the Law. The City anticipates that lien assignments will be made pursuant to 53 P.S. § 7147, and in accordance with the terms and conditions agreed upon by the City and a Trust established to implement the securitization

The liens eligible for inclusion in a tax lien securitization are delinquent property (Real Estate) taxes and other municipal charges. A pool of these tax liens will be selected and sold as an asset-backed security to private or public investors. A rating agency determines the interest rate that investors will earn, based on an analysis of the likelihood of returns due from the underlying asset pool. Once the security is established, the City will transfer ownership of the tax lien pool to a special purpose investment vehicle called a lien trust. The trust, in turn, will borrow private money from investors to pay the City for the liens at an amount determined in advance, and the City will issue municipal bonds to back the investments.

The City will exercise oversight with respect to the operations of the trust, including the selection of the initial servicers. The servicers work to recover the amounts underlying each individual tax lien, and use collection and foreclosure actions as regulated by their servicing agreement with the trust, and in conformity with local and state statutes. The trust ensures that all proceeds collected by the servicers are used to repay principal, interest, and servicing costs. Under a typical securitization, after the lenders are compensated in full for their investments, any additional returns will be paid to the municipality.

The following diagram depicts an overview of a tax lien securitization structure. Applicants may propose alternative securitization structures for the City's consideration.



The lien sale must be made on terms acceptable to the City after public advertisement or other appropriate public notice acceptable to the City. The scope of the lien sale, in terms of total tax liens made available for sale, the size and frequency of the sale(s), and whether to proceed with tax lien sale(s) at all, will be at the City's discretion, except that the City will compensate the chosen provider for approved services rendered if the City cancels the sale other than because of deficiencies attributable to the provider.

D. Request for Proposals

The City anticipates selecting one provider for this opportunity. However, the City may in its discretion award separate contracts, or more than one contract for each of the services required. The City anticipates that it will award the opportunity to an applicant that has substantial prior experience in the tax lien sale industry and is well-equipped with the information technology and personnel necessary in this type of work.

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 Applicant, is intended to be granted any rights hereunder. Any response, including written documents and verbal communication, by any Applicant to this RFP, shall become the property of the City and may be subject to public disclosure by the City, or any authorized agent of the City. The City is not liable for any costs incurred by Applicants in preparing and submitting a proposal in response to this RFP or for any costs and expenses incurred in meeting with, or making oral presentations to the City if so requested.

II. Scope of Work

A. Project Details

The entity or each entity (if there are two or more) that enters into a contract with the City as a result of this RFP (the "Successful Applicant" or the "Provider") will be required to utilize information provided by the City and any further information developed by the Provider regarding a pool of tax liens, in order to use best practices to design, implement, and manage a tax lien securitization in compliance with all Federal, state and local laws regulating the assignment and sale of tax liens and, in particular, relevant provisions of the Pennsylvania Municipal Claims and Tax Lien Law and the Philadelphia Code and Home Rule Charter.

The pool of liens that the Provider will have the opportunity to include in a sale generally will include some of the City's delinquent Real Estate Tax liens, but may also include liens for water service and/or other Municipal charges. The pool will not include exempt property or delinquencies that the City is retaining for its own in-house collection. By selecting an Applicant to be a Provider, the City does not guarantee any set number of liens to be included in a

securitized sale, and the City retains the right to not proceed with a tax lien sale(s) at all, based on its own view of the City's best interests.

The Applicant's proposed scope of work should address each objective specifically and describe in detail how the Applicant will achieve the objective, or how the Applicant will enable the Department to achieve the objective.

This *Section II, Scope of Work* states requirements for the project, including the services and the tangible work products to be delivered, and the tasks the Department has identified as necessary to meet those requirements. The Department reserves the right, however, to modify specific requirements, based on changed circumstances (such as a change in business or technical environments), the proposal selection process, and contract negotiations with the Applicant(s) selected for negotiations, and to do so with or without issuing a revised RFP

In addition to specific scope of services set forth in Section II.B, below is a list of deliverables and questions which must be minimally met and answered by each applicant:

- Outline the nature and amount of costs associated with proposed tax lien securitization and services, and who would pay them.
- Identify the operational and financial impact of the proposed tax lien securitization to the City's existing collection operations.
- Explain how the revenue projections are impacted if all owner-occupied properties are excluded from the sale.
- Explain how the revenue projections are impacted if all vacant properties are excluded from the sale.
- Given that the right to OOPA (owner-occupied payment agreements) continues even after sale to a third-party (trust), explain how that is factored in the pricing and revenue projections.
- Given the differences in homeownership, values, and property abandonment between Philadelphia and other comparable cities, how does that impact revenue projections as compared to the use of a tax lien securitization in those cities.
- Discuss how the 9-month right of redemption may be factored into the revenue projections.
- Outline estimated outcomes (with share) of liens eligible for the sale as follows:
 - % pay in full before sale
 - % enter into payment agreement before sale
 - % of original pool sold to trust
 - % of liens sold which pay after sale
 - % of liens which are eventually foreclosed
- Explain the extent to which revenue projections assume that properties will be taken to sale through foreclosure actions, and if so, what assumptions are being made about the volume of cases the courts will be able and willing to process and how quickly.

B. Services and Tangible Work Products

The selected applicant will work with the City, professionals selected by the City and staff to the City in the securitization of the City's tax lien portfolio. Below is a list of objectives that must be minimally met. The applicant's proposed scope of work should address each specifically and describe how the applicant will enable the City to achieve the objective.

I. Program Development

- a. Review of lien sale legislation to ensure that its provisions are clear and consistent
- b. Participate in discussions regarding current and future (if needed) legislation, to facilitate the bond issuance.
- c. Review of foreclosure laws
- d. Assisting in the development of program documents
- e. Assist the City in selection and management of transaction team.
- f. Review of City records to determine the accuracy of the tax lien information and property values.
- g. Evaluate the collectability and value of the City's tax lien portfolio.
- h. Outline timetable and schedule of deliverables.

II. Pre-Sale Noticing

- a. Assisting the City with analysis and selection of the lien sale pool (including creation of lien sale candidate criteria).
- b. Scrubbing the eligible list
- c. Work with the City to ensure that adequate taxpayer protections (pre-sale, and post-sale) are in place, including but not limited to:
 - 1) Payment plans
 - 2) Exemptions (ex. senior citizens, disability, veterans, qualified active military personnel).
 - 3) Pre-sale and post-sale notices to property owners.
 - 4) Selecting servicer(s) who will use best efforts to allow property owners to retain ownership of their properties

III. Bond Issuance

- a. Assist the City with engaging legal counsel, underwriter, trustee, and rating agencies.
- b. Assist in creating a special-purpose vehicle ("trust") for the City to transfer a significant number of its delinquent Real Estate tax liens.
- c. Assist in designing a process for liens (including, but not limited to, defective liens) to come out of the trust.
- d. Recommend transactions which will maximize the value of the City's securitized tax lien portfolio.
- e. Identify financing opportunities available to the City.
- f. Recommend structures and alternatives to minimize overall issuance costs.

- g. Assist in preparations, discussions, and meetings with the City, rating agencies, and investors.
- h. Assist with review of bond documents.
- i. Sale of the Bonds

IV. Post-sale Monitoring

- a. Monitoring collection and foreclosure activities.
- b. Evaluating servicer performance.
- c. Assisting with preparation of required compliance reporting.

The City strongly encourages proposals from firms with prior experience as a senior or program manager in securitized transactions where the transaction was secured by delinquent tax liens.

C. Timetable

The scope of work proposed by Applicant should include a detailed project schedule that identifies all tasks, activities, deliverables, and milestones the Applicant proposes to carry out for the project and a time of completion (measured from project start date) for each. The Applicant should state the number of days following the Department's authorization to proceed under the City contract by which it will be ready to start the work, including any mobilization time. If the Applicant proposes a different overall time of performance, it should state its reasons.

D. Hours and Location of Work

Provider needs to be available, at a minimum, during the normal business hours of 9:00 a.m. to 5:00 p.m. (EST) on weekdays, with provisions for extended on-call services at other times.

E. Monitoring; Security

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

F. Reporting Requirements

The successful Applicant shall report to the City of Philadelphia on a regular basis regarding the status of the project and its progress in providing the contracted services and/or products. At a minimum, the successful Applicant shall submit a monthly invoice detailing the services and/or products provided, the goals/tasks accomplished, and the associated costs. If hourly rates are charged, the invoice must also detail the number of hours, the hourly rate, and the individual who performed the service.

G. Cost Proposal

Applicants must provide a detailed cost proposal, with a line-item breakdown of the costs for specific services and work products proposed. Cost proposals must be "fixed price" proposals.

The proposed price must include all costs that will be charged to the City for the services and tangible work products the Applicant proposes to perform and deliver to complete the project. Any contract resulting from this RFP will provide for a not-to-exceed amount in the compensation section of the contract.

Applicants are encouraged to propose alternative pricing structures for the City's consideration, such as lesser or no compensation for unsold liens. For some engagements, the City may agree to compensation on a flat rate basis, if the City determines that this would be more cost effective.

For budget and appropriation reasons, the City may tend to prefer proposals for which payment is fully contingent on the City's prior receipt and processing of funds sufficient to compensate the provider. Proposals should clearly indicate any price differential for such an arrangement.

H. Organization and Personnel Requirements

The proposal must identify all senior personnel who will perform work on the project, by education, skill set (described in detail), experience level, and job title. Resumes of all personnel so identified should be included in the Applicant's proposal.

III. Proposal Format, Content, and Submission Requirements; Selection Process

A. Proposal Format

Proposals submitted in response to this RFP must include a cover letter signed by the person authorized to issue the proposal on behalf of the Applicant, and the following information, in the sections and order indicated:

1. Table of Contents
2. Introduction/Executive Summary
Provide an overview of the services being sought and proposed scope of services.
3. Applicant Profile
Provide a narrative description of the Applicant itself, including the following:
 - a. Applicant's business identification information, including name, business address, telephone number, website address, and federal taxpayer identification number or federal employer identification number;
 - b. A primary contact for the Applicant, including name, job title, address, telephone and fax numbers, and email address;
 - c. A description of Applicant's business background, including, if not an individual, Applicant's business organization (corporation, partnership, LLC, for profit or not for profit, etc.), whether registered to do business in Philadelphia and/or Pennsylvania, country and state of business formation, number of years in business, primary mission of business, significant business experience, whether registered as a minority-, woman-, or disabled-owned business or

as a disadvantaged business and with which certifying agency, and any other information about Applicant's business organization that Applicant deems pertinent to this RFP.

4. Project Understanding

Provide a brief narrative statement that confirms Applicant's understanding of, and agreement to provide, the services and/or tangible work products necessary to achieve the objectives of the project that is the subject of this RFP. Applicant shall describe how the Applicant's business experience will benefit the project.

5. Proposed Scope of Work

Provide a proposed scope of work, including a cost proposal and project timetable (schedule), in accordance with Section II, "Scope of Work," of this RFP.

6. Statement of Qualifications; Relevant Experience

Provide a statement of qualifications and capability to perform the services sought by this RFP, including a description of relevant experience with projects that are similar in nature, size and scope to that which is the subject of this RFP. If any minimum qualifications for performance are stated in this RFP, Applicant must include a statement confirming that Applicant meets such minimum requirements.

7. References

Provide at least three references, preferably for projects that are similar in type, scope, size and/or value to the work sought by this RFP. If applicable, Applicant should provide references for projects with other municipalities that are similar in size to the City of Philadelphia. For each reference, include the name, address and telephone number of a contact person.

8. Proposed Subcontractors

State the intention to use subcontractors to perform any portion of the work sought by this RFP. For each such subcontractor, provide the name and address of the subcontractor, a description of the work Applicant intends the named subcontractor to provide, and whether the subcontractor can assist with fulfilling goals for inclusion of minority, woman, or disabled-owned businesses or disadvantaged businesses as stated in Appendix B. Note that if subcontractors at any tier may perform services arising directly out of a City contract resulting from this RFP, Applicants must inform them of the City's minimum wage and benefits requirements and must require them to comply with such requirements. (See Section III.F for more information.)

9. Requested Exceptions to Contract Terms

State exceptions, if any, to City Contract Terms that Applicant requests, including the reasons for the request and any proposed alternative language. (See Section III.B for more information.)

10. Office of Economic Opportunity - Solicitation for Participation and Commitment Form/Diversity Report of Nonprofit Organizations

As a separate document, Applicants must include a completed Solicitation for Participation and Commitment Form when responding to an RFP that contains ranges for the participation of M/W/DSBEs. The form is provided with Appendix B-1 to this RFP. If Applicant is a nonprofit organization, such applicants must include a completed “Diversity Report of Nonprofit Organizations” on the form provided with Appendix B-2 of this RFP. If the Nonprofit Organization is responding to an RFP that contains ranges, in addition to the Diversity Report of Nonprofit Organizations, it must also submit a Solicitation for Participation and Commitment Form. (See Section III.D for more information.)

11. Tax and Regulatory Status and Clearance Statement

Include a statement, in the form requested in Appendix C, attesting to Applicant’s tax and regulatory compliance with the City. (See Section III.E for more information.)

12. Disclosure of Litigation; Disclosure of Administrative Proceedings

State, for the 5-year period preceding the date of this RFP, a description of any judicial or administrative proceeding that is material to Applicant’s business or financial capability or to the subject matter of this RFP, or that could interfere with Applicant’s performance of the work requested by this RFP, including, but not limited to, any civil, criminal or bankruptcy litigation; any debarment or suspension proceeding; any criminal conviction or indictment; and any order or agreement with or issued by a court or local, state or federal agency. For each such proceeding, state the name of the case or proceeding, the parties involved, the nature of the claims involved, its status and the final disposition, if any. Provide the same information for any officer, director, principal, or partner of Applicant’s organization, and for any subcontractor Applicant plans to use to perform the services described in this RFP.

13. Statement of Financial Capacity

Provide documentation demonstrating fiscal solvency and financial capability to perform the work sought by this RFP. Consider providing one or more of the following:

- General statement of the Applicant’s financial condition;
- Applicant’s most recent audited or unaudited financial statements;
- Disclosure of any bankruptcy filings over the past five years;
- Most recent IRS Form 990 (for non-profit organizations only).

14. Local Business Entity or Local Impact Certification. (Optional if applicable to Applicant)

If applicable, Applicant may elect to provide the certification statement in the form of Appendix D as to Applicant’s status as a Local Business Entity or its local impact if awarded the contract. (See Section III.H for more information.)

15. Disclosure Requirements

Disclose all information required under Chapter 17-1400 of the Philadelphia Code, including any local and state political campaign contributions, on the forms provided through eContract Philly. (See Section III.I for more information.)

16. Defaults

Provide a description, in detail, of any situation occurring within the past five (5) years in which the Applicant, or a joint venture or partnership of which Applicant was a part, defaulted or

was deemed to be in noncompliance of any contractual obligations, explaining the issues involved in the default, the outcome, the actions taken by Applicant to resolve the matter. Also provide the name, title and telephone number of the party to the contract who asserted the event of default or noncompliance or the individual who managed the contract for that party.

17. Statement of Anticipated Job Creation (*optional*)

Applicant shall provide a narrative description on whether and how a contract award based on its proposal will result in new job creation within the following: 1) City of Philadelphia; 2) Philadelphia Metropolitan Statistical Area; 3) Commonwealth of Pennsylvania; 4) United States of America. For each job anticipated, the Applicant shall describe the following: job title, job description, educational qualifications, and anticipated annual salary or anticipate annual hourly rate.

B. Notice to Applicants to State Requested Exceptions to Contract Terms in Proposal.

The City's standard contract terms and conditions for services of the type sought by this contracting opportunity (Contract Terms) are set forth in the General Provisions attached to this RFP as Appendix A. By submitting a proposal in response to this contract opportunity, the Applicant agrees that, except as provided herein, it will enter into a contract with the City containing substantially the Contract Terms.

Applicants must state clearly and conspicuously any modifications, waivers, objections or exceptions they seek ("Requested Exceptions") to the Contract Terms in a separate section of the proposal entitled "Requested Exceptions to Contract Terms." For each Requested Exception, the Applicant must identify the pertinent Contract Term by caption and section number and state the reasons for the request. The Applicant must also propose alternative language or terms for each Requested Exception. Requested Exceptions to the City's Contract Terms will be approved only when the City determines in its sole discretion that a Requested Exception makes business sense, does not pose unacceptable risk to the City, and is in the best interest of the City. By submitting its proposal, the Applicant agrees to accept all Contract Terms to which it does not expressly seek a Requested Exception in its proposal. The City reserves the right, in its sole discretion, to evaluate and reject proposals based in part on whether the Applicant's proposal contains Requested Exceptions to Contract Terms, and the number and type of such requests and alternative terms proposed.

If, after the City issues its Notice of Intent to Contract to an Applicant, the Applicant seeks Requested Exceptions to Contract Terms that were not stated in its proposal, the City may, in its sole discretion, deny the Requested Exceptions without consideration or reject the proposal.

The City reserves the right, in its sole discretion, (i) to waive any failure to comply with the terms of this Notice to Applicants if it determines it is in the best interest of the City to do so; and (ii) to require or negotiate terms and conditions different from and/or additional to the Contract Terms in any final contract resulting from this contract opportunity, without notice to other Applicants and without affording other Applicants any opportunity to revise their proposals based on such different or additional terms.

C. Office of Economic Opportunity – Participation Commitment/Diversity Reports

Each Applicant is subject to the provisions of Chapter 17-1600 of The Philadelphia Code, “Economic Opportunity Plans” and must demonstrate “Best and Good Faith Efforts” to include Minority Business Enterprises (“MBE”), Woman Business Enterprises (“WBE”) and/or Disabled Business Enterprises (“DSBE”) (collectively, “M/W/DSBE”) in any resulting contract. While there are no specific participation ranges established for this RFP, Applicants are required to exercise their “Best and Good Faith Efforts” to provide meaningful opportunities for the participation of M/W/DSBEs in their proposals. Forms, instructions and special contract provisions which explain these requirements in more detail are included in Appendix B-1 to this RFP. Firms that are registered with the City’s Office of Economic Opportunity as M/W/DSBEs are strongly encouraged to apply for this opportunity.

D. The Philadelphia 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 Applicant is required to submit with its proposal the certification statement entitled City of Philadelphia Tax and Regulatory Status and Clearance Statement which is attached to this RFP as Appendix C.

If the Applicant 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, Applicants will not be eligible for award of the contract contemplated by this RFP.

The selected Applicant 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 City 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 applicant may find it necessary to replace the non-compliant subcontractor with a compliant subcontractor. Applicants are advised to take these City policies into consideration when entering into their contractual relationships with proposed subcontractors.

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

Applicants 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.¹ Applications for a Business Income and Receipts Tax Account Number or a Commercial Activity License² 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 Now.” If you have specific questions, call the Department of 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.

E. Compliance with Philadelphia 21st Century Minimum Wage and Benefits Ordinance

Applicants are advised that any contract awarded pursuant to this RFP is a “Service Contract,” and the successful Applicant under such contract is a “Service Contractor,” as those terms are defined in Chapter 17-1300 of the Philadelphia Code (“Philadelphia 21st Century Minimum Wage and Benefits Standard Ordinance”) Any Subcontractor (as defined in the General Provisions attached as an Appendix to this RFP), and any sub-subcontractor at any tier proposed to perform services sought by this RFP, is also a “Service Contractor” for purposes of Chapter 17-1300. If any such Service Contractor (i.e. Applicant and subcontractors at any tier) is also an “Employer,” as that term is defined in Section 17-1302 (more than five employees), and is among the Employers listed in Section 17-1303 of the Code, then during the term of any resulting contract, it is subject to the minimum wage and benefits provisions set forth in Chapter 17-1300 unless it is granted a waiver or partial waiver under Section 17-1304. Absent a waiver, these minimum wage and benefits provisions, which include a minimum hourly wage that is adjusted annually based on the CPI, health care and sick leave benefits, are mandatory and must be provided to Applicant’s employees or the employees of any subcontractor at any tier who perform services related to the City contract resulting from this RFP. Applicants and any subcontractors at any tier proposed by Applicants are strongly encouraged to consult Chapter 17-1300 of the Philadelphia Code,³ the General Provisions, and the About/Minimum Wage and Equal Benefits Ordinances Impacting Some City Contractors links on the eContract Philly home page for further details concerning the applicability of this Chapter to, and obligations it imposes on certain City contractors and subcontractors at any tier. In addition to the enforcement provisions contained in Chapter 17-1300, the successful Applicant’s failure or the failure of any subcontractor at any tier to comply (absent an approved waiver) with the provisions of Chapter 17-1300, or any discrimination or retaliation by the successful Applicant or Applicant’s subcontractors at any tier against any of their employees on account of having claimed a violation of Chapter 17-1300, shall be a material breach of any Service Contract resulting from this RFP. By submitting a proposal in response to this RFP, Applicants acknowledge that they understand, and will comply with the requirements of Chapter 17-1300, and will require the compliance of their subcontractors at any tier if awarded a contract pursuant to this RFP. Applicants further acknowledge that they will notify any subcontractors at any tier proposed to perform services related to this RFP of the requirements of Chapter 17-1300.

¹ Applicants 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, Applicants with a Business Privilege Tax Account Number should use that number as their Business Income and Receipts Tax Account Number.

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

³ A link to the Philadelphia Code is available on the City’s official web site, www.phila.gov. Click on “City Code and Charter,” located to the bottom right of the Welcome page under the box “Transparency.”

F. 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) (“A contract for the furnishing of services to or for the City, except where services are incidental to the delivery of goods. The term does not include any contract with a governmental agency.”), and will result in a Service Contract in an amount in excess of \$250,000, pursuant to Chapter 17-1900 of the Philadelphia Code (*see* footnote 3 for online access to the Philadelphia Code), the successful Applicant 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 the successful Applicant 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 Applicants 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 17-1900 and prior to execution of the Service Contract by the City, the successful Applicant 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 Applicant does not provide employment benefits to the spouses of married employees. The successful Applicant’s failure to comply with the provisions of Chapter 17-1900 or any discrimination or retaliation by the successful Applicant against any employee on account of having claimed a violation of Chapter 17-1900 shall be a material breach of the any Service Contract resulting from this RFP. Further information concerning the applicability of the Equal Benefits Ordinance, and the obligations it imposes on certain City contractors is contained in the General Provisions attached to this RFP and the About/Minimum Wage and Equal Benefits Ordinances Impacting Some City Contractors links on the eContract Philly home page.

G. Local Business Entity or Local Impact Certification

Pursuant to Mayoral Executive Order No. 04 -12, the City Department will, in the selection of the successful Applicant, consider whether that Applicant has certified that either (1) Applicant meets the criteria stated in Section 17-109(3)(b) of the Philadelphia Code to qualify as a Local Business Entity or (2) in the performance of the resulting contract, Applicant will employ City residents, or perform the work in the City. Any Applicant who wishes to demonstrate its eligibility for this consideration shall do so by completing, executing and attaching to its application a completed Local Business Entity or Local Impact Certification, the form of which is attached to this RFP as Exhibit D. The Applicant shall then also include in a separate section of the application, labeled “Local Business Entity or Local Impact Certification,” a statement that the Applicant believes it has met the Local Business Entity or Local Impact criteria “as set forth in the attached Local Business Entity or Local Impact Certification.” The City Department shall deem it a positive factor where the Applicant has, in the City’s sole discretion, met the Local Business Entity or Local Impact criteria.

H. Mandatory Online Application Requirements

You must 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 to the correct contract opportunity established for this RFP (identified by opportunity number), within the prescribed time period, through eContract Philly, which can be accessed on the City's website at www.phila.gov/contracts by clicking on eContract Philly.⁴ The posting of this RFP on eContract Philly is also referred to as a Notice of Contracting Opportunity.

The City requires that any Applicant who establishes an account on eContract Philly and utilizes that account for the purpose of responding to a particular contract opportunity is 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 posted on eContract Philly from Applicants 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 Applicant.

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 (described in greater detail below) within fourteen (14) days after the joint venture receives notice that it has been awarded the contract.

Pursuant to Chapter 17-1400 of the Philadelphia Code, Applicants are required to disclose their campaign contributions to political candidates and incumbents who are running for, or currently serving in, a local (Philadelphia) or state-wide elected office anywhere within the Commonwealth of Pennsylvania (federal campaign contributions are not included); any consultants used in responding to the RFP and contributions those consultants have made; prospective subcontractors; and whether Applicant or any representative of Applicant has received any requests for money or other items of value or advice on particular firms to satisfy minority-, woman- or disabled-owned business participation goals from City employees. This information, as well as a proposal or any other response document required, is 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.

⁴ The eContract Philly website is compatible with Internet Explorer, Google Chrome and Apple Safari; but the site is not presently compatible with Mozilla Firefox.

Applicants are advised that under Chapter 17-1400 individuals and businesses that make campaign contributions in excess of the amounts set forth in Section 17-1404(1), as periodically adjusted, are ineligible to enter into a City contract or subcontract at any tier. Applicants should take this into consideration in electing to apply for this opportunity or in selecting subcontractors if awarded a contract to perform the work sought by this RFP.

At their option, Applicants may require that their subcontractors disclose to the Applicants, the subcontractors' 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). Disclosure forms may be found on the Disclosure/Eligibility – Subcontractor Disclosure tab on eContract Philly. Applicants are not required to submit these forms to the City.

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

You are encouraged to start and complete your online application 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, network or internet congestion (available bandwidth). Please prepare and plan accordingly to ensure a timely submission. Your proposal and other application documents will not be considered submitted until you sign the application and click on the “submit” button at the conclusion of the eContract Philly process. It is your responsibility to make sure that you have signed and submitted your complete application to the correct contract opportunity established for this RFP.

You can begin uploading (or attaching) your proposal and other 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). Please be advised that the eContract Philly website will not accept documents larger than 8 MB. If you have documents larger than 8 MB, you must separate them into smaller documents in order to successfully upload them to the system. 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.

You are advised that any individual who signs and submits an application on eContract Philly must be an authorized signatory of the Applicant, authorized to both bind the Applicant 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 Applicant or are employees or officers of the Applicant duly authorized to execute the application and make disclosures on the Applicant's behalf; and they represent and covenant

that, to the best of their knowledge after appropriate inquiry, all of the information and disclosures provided are true and contain no material misstatement or omissions.

I. Selection Process

This RFP is not a competitive bid subject to the requirement of Section 8-200 of the Philadelphia Home Rule Charter that award be made to the lowest responsible bidder. Cost to the City is a material factor, but it is not the sole, or necessarily the determining factor, in proposal evaluation. The City may, at its sole discretion, award a contract resulting from this RFP to a person or entity other than the responsible Applicant submitting the lowest price. If the City chooses to award a contract, that contract will be awarded to the Applicant whose proposal the City determines, in its sole discretion, is the most advantageous to the City and in the City's best interest.

The City will base its selection on criteria that include, but are not limited to:

1. Superior ability or capacity to meet particular requirements of contract and needs of City Department and those it serves
2. Eligibility under Code provisions relating to campaign contributions
3. Superior prior experience of Applicant and staff
4. Superior quality, efficiency and fitness of proposed solution for City Department
5. Superior skill and reputation, including timeliness and demonstrable results
6. Special benefit to continuing services of incumbent, such as operational difficulties with transition or needs of population being served
7. 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
8. Lower cost
9. Administrative and operational efficiency, requiring less City oversight and administration
10. Anticipated long-term cost effectiveness
11. Meets prequalification requirements
12. Applicant's certification of its Local Business Entity/Local Impact status pursuant to Executive Order 04-12

If a contract is awarded pursuant to this RFP, in compliance with Section 17-1402 (c) of the Philadelphia Code, a notice will be published on the City's eContract Philly website (go to <http://www.phila.gov/contracts> and click on eContract Philly) listing the names of all Applicants and identifying the successful Applicant and the basis for the award to that Applicant. This notice will appear on the City's website for at least one week before the contract is executed. In no event, however, shall the City Department or City Agency issuing this RFP be obligated to debrief unsuccessful Applicants as to the basis for its decision not to award a contract to them.

IV. Proposal Administration

A. Procurement Schedule

RFP Posted	<i>August 25, 2017</i>
Applicant Questions Due	<i>September 15, 2017</i>
Answers Posted on eContract Philly Website	<i>September 29, 2017</i>
Proposals Due	<i>October 13, 2017</i>
Applicant Interviews, Presentations	<i>October 23-27, 2017</i>
Applicant Selection	<i>Approximately November 10, 2017</i>
Contract Execution	<i>Approximately February 1, 2018</i>
Commencement of Work	<i>Approximately March 1, 2018</i>

The above dates are estimates only and the City reserves the right, in its sole discretion, to change this schedule. Notice of changes in the due date for Applicant questions, and the date for proposal submission will be posted on the City's website at www.phila.gov/contracts (click on *eContract Philly*). The other dates/times listed may be changed without notice to prospective Applicants.

B. Questions Relating to the RFP

All questions concerning this RFP must be submitted in writing via email to Marco A. Muniz, Deputy Revenue Commissioner (marco.muniz@phila.gov) no later than September 15, 2017 at 5:00 p.m. (EST), and may not be considered if not received by then. The City will respond to questions it considers appropriate to the RFP and of interest to all Applicants, but reserves the right, in its discretion, not to respond to any question. Responses will be posted on the City's website at www.phila.gov/contracts (click on *eContract Philly* and go to the Opportunity Details page for this notice of contracting opportunity). Responses posted on the City's website become part of the RFP upon posting. The City reserves the right, in its discretion, to revise responses to questions after posting, by posting the modified response. No oral response to any Applicant question by any City employee or agent shall be binding on the City or in any way considered to be a commitment by the City.

C. Interviews; Presentations

The City may choose to interview one or more applicants before awarding the opportunity. If the City exercises that option, all associated costs will be the responsibility of the applicant.

D. Term of Contract

It is anticipated that the initial term of the Contract shall commence on March 1, 2018 (the "Initial Term") and, unless sooner terminated by the City pursuant to the terms of the Contract, shall expire four (4) years thereafter, on February 28, 2021. The City may, at its sole option, amend the Contract to add additional one-year terms ("Additional Terms") not to exceed a total of eight (8) years. Except as may be stated otherwise in such amendment, the terms and conditions of this Contract shall apply throughout each Additional Term.

V. General Rules Governing RFPs/Proposals; Reservation of Rights and Confidentiality

A. Revisions to RFP

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

B. City Employee Conflict Provision

City of Philadelphia employees and officials are prohibited from submitting a proposal in response to this RFP. No proposal will be considered in which a City employee or official has a direct or indirect interest.

C. Proposal Binding

By submitting its proposal, each Applicant agrees that it will be bound by the terms of its proposal for a minimum of 180 calendar days from the application deadline for this RFP. An Applicant's refusal to enter into a contract which reflects the terms and conditions of this RFP or the Applicant's proposal may, in the City's sole discretion, result in rejection of Applicant's proposal.

D. Contract Preparation Fee

Pursuant to Chapter 17-700 of the Philadelphia Code, the successful Applicant 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 Applicant.

E. Reservation of Rights

By submitting its response to this notice of contract opportunity as posted on the eContract Philly web site (“eContractPhilly”), the Applicant accepts and agrees to this Reservation of Rights. The term “notice of contract opportunity,” as used herein, means this RFP and includes all information posted on eContract Philly in relation to this “New Contract Opportunity” as published on eContract Philly, including, without limitation, the information posted for this opportunity on the “Detailed Information for Opportunity” page, in the eContractPhilly “Opportunity List,” and including in addition to this RFP, any other document linked to the Detailed Information for Opportunity Page or otherwise displayed on or linked to this notice of contract opportunity.

1. This Notice of Contract Opportunity

The City reserves and may, in its sole discretion, exercise any one or more of the following rights and options with respect to this notice of contract opportunity:

- (a) to reject any and all proposals and to reissue this notice of contract opportunity at any time prior to execution of a final contract;
- (b) to issue a new notice of contract opportunity with terms and conditions substantially different from those set forth in this or a previous notice of contract opportunity;
- (c) to issue a new notice of contract opportunity with terms and conditions that are the same or similar as those set forth in this or a previous notice of contract opportunity in order to obtain additional proposals or for any other reason the City determines to be in the City’s best interest;
- (d) to extend this notice of contract opportunity in order to allow for time to obtain additional proposals prior to the notice of contract opportunity application deadline or for any other reason the City determines to be in the City’s best interest;
- (e) to supplement, amend, substitute or otherwise modify this notice of contract opportunity at any time prior to issuing a notice of intent to contract to one or more Applicants;
- (f) to cancel this notice of contract opportunity at any time prior to the execution of a final contract, whether or not a notice of intent to contract has been issued, with or without issuing, in the City’s sole discretion, a new notice of contract opportunity for the same or similar services;
- (g) to do any of the foregoing without notice to Applicants or others, except such notice as the City, in its sole discretion, elects to post on eContractPhilly.

2. Proposal Selection and Contract Negotiation

The City reserves and may, in its sole discretion, exercise any one or more of the following rights and options with respect to proposal selection:

- (a) to reject any proposal if the City, in its sole discretion, determines the proposal is incomplete, deviates from or is not responsive to the requirements of this notice of contract opportunity, does not comply with applicable law (including, without limitation, Chapter 17-1400 of the Philadelphia Code), is conditioned in any way, or contains ambiguities, alterations or items of work not called for by this notice of contract opportunity, or if the City determines it is otherwise in the best interest of the City to reject the proposal;
- (b) to reject any proposal if, in the City’s sole judgment, the Applicant has been delinquent or unfaithful in the performance of any contract with the City or with others; is

delinquent, and has not made arrangements satisfactory to the City, with respect to the payment of City taxes or taxes collected by the City on behalf of the School District of Philadelphia, or other indebtedness owed to the City; is not in compliance with City regulatory codes applicable to Applicant; is financially or technically incapable; or is otherwise not a responsible Applicant;

(c) to waive any defect or deficiency in any proposal, including, without limitation, those identified in subsections(a) and (b) preceding, if, in the City's sole judgment, the defect or deficiency is not material to the proposal;

(d) to require, permit or reject, in the City's sole discretion, amendments (including, without limitation, information omitted), modifications, clarifying information, and/or corrections to their proposals by some or all of the Applicants at any time following proposal submission and before the execution of a final contract;

(e) to issue a notice of intent to contract and/or execute a contract for any or all of the items in any proposal, in whole or in part, as the City, in its sole discretion, determines to be in the City's best interest;

(f) to enter into negotiations with any one or more Applicants 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, whether or not a notice of intent to contract has been issued to any Applicant and without reissuing this notice of contract opportunity;

(g) to enter into simultaneous, competitive negotiations with multiple Applicants or to negotiate with individual Applicants, either together or in sequence, and to permit or require, as a result of negotiations, the expansion or reduction of the scope of services or changes in any other terms of the submitted proposals, without informing other Applicants of the changes or affording them the opportunity 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;

(h) to discontinue negotiations with any Applicant at any time prior to the execution of a final contract, whether or not a notice of intent to contract has been issued to the Applicant, and to enter into negotiations with any other Applicant, if the City, in its sole discretion, determines it is in the best interest of the City to do so;

(i) to rescind, at any time prior to the execution of a final contract, any notice of intent to contract issued to an Applicant, and to issue or not issue a notice of intent to contract to the same or a different Applicant and enter into negotiations with that Applicant, if the City, in its sole discretion, determines it is in the best interest of the City to do so;

(j) to elect not to enter into any contract with any Applicant, whether or not a notice of Intent to Contract has been issued and with or without the reissuing this notice of contract opportunity, if the City determines that it is in the City's best interest to do so;

(k) to require any one or more Applicants to make one or more presentations to the City at the City's offices or other location as determined by the City, at the Applicant's sole cost and expense, addressing the Applicant's proposal and its ability to achieve the objectives of this notice of contract opportunity;

(l) to conduct on-site investigations of the facilities of any one or more Applicants (or the facilities where the Applicant performs its services);

(m) to inspect and otherwise investigate projects performed by the Applicant, whether or not referenced in the proposal, with or without consent of or notice to the Applicant;

(n) to conduct such investigations with respect to the financial, technical, and other qualifications of each Applicant as the City, in its sole discretion, deems necessary or appropriate; and,

(o) to do any of the foregoing without notice to Applicants or others, except such notice as the City, in its sole discretion, elects to post on eContractPhilly.

3. Miscellaneous

(a) Interpretation; Order of Precedence. In the event of conflict, inconsistency or variance between the terms of this Reservation of Rights and any term, condition or provision contained in any notice of contract opportunity, the terms of this Reservation of Rights shall govern.

(b) Headings. The headings used in this Reservation of Rights do not in any way define, limit, describe or amplify the provisions of this Reservation of Rights or the scope or intent of the provisions, and are not part of this Reservation of Rights.

F. Confidentiality and Public Disclosure

The successful Applicant 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 Applicant shall exercise all reasonable precautions to prevent any information derived from such sources from being disclosed to any other person. The successful Applicant 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 Applicant or any person acquiring such information, directly or indirectly, from the successful Applicant.

By submission of a proposal, Applicants 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 an Applicant's assertion of confidentiality and/or proprietary data.

APPENDIX A

**THE CITY OF PHILADELPHIA PROFESSIONAL SERVICES CONTRACT
GENERAL PROVISIONS FOR GENERAL CONSULTANT SERVICES**

See Attachment.

APPENDIX A-1

ADDITIONAL INSURANCE REQUIREMENTS

The General Provisions set forth in Appendix A will be modified as follows:

REAL ESTATE TAX LIEN SALE LIEN SECURITIZATION – Insurance Requirements

1. Add the following additional requirement as Section 9.1(e):

(e) Cyber Liability.

- (1) Limit of Liability: \$1,000,000 Per Claim/Aggregate
- (2) Coverage: Information security and privacy liability that arise from the Agreement, including but not limited to: data while in transit or in the possession of any third parties hired by the Provider (such as data back-up services) to electronic system; loss of, damage to or destruction of electronic data breaches arising from the unauthorized access or exceeded access; or malicious code, viruses, worms or malware; electronic business income and extra expense as a result of the inability to access website due to a cyber attack or unauthorized access; Privacy Notification Extra Expense Coverage (including Credit Monitoring Expense).
- (3) The City of Philadelphia, its officers, employees and agents shall be named as additional insureds.
- (4) Insurance may be written on a claims-made basis provided that any retroactive date applicable to coverage under the policy precedes the effective date of this Agreement; and that continuous coverage will be maintained or an Extended Discovery Period will be purchased for a period of at least two (2) years after expiration or termination of this Agreement.

APPENDIX B
(CONSISTING OF APPENDIX B-1 AND APPENDIX B-2)

CITY OF PHILADELPHIA
OFFICE OF ECONOMIC OPPORTUNITY
ANTIDISCRIMINATION POLICY-MINORITY, WOMAN AND DISABLED
OWNED BUSINESS ENTERPRISES

SPECIAL CONTRACT PROVISIONS, INSTRUCTIONS AND FORMS

See Appendix B-1 and B-2.

APPENDIX B-1

City of Philadelphia Economic Opportunity Plan

Program Manager for Lien Securitization

I. Introduction, Definitions and Diversity Practices

A. Chapter 17-1600 of The Philadelphia Code requires the development and implementation of “Economic Opportunity Plan(s)” for certain classes of contracts and covered projects as defined in Section 17-1601. The Economic Opportunity Plan (“Plan”) memorializes the Applicant’s best and good faith efforts to provide meaningful and representative opportunities for Minority Business Enterprises (“MBEs”), Woman Business Enterprises (“WBEs”) and Disabled Business Enterprises (“DSBEs”) (collectively, “M/W/DSBEs” which also includes firms designated as Disadvantaged Business Enterprises or “DBEs”¹) and an appropriately diverse workforce in connection with the contract or covered project.

This Notice of Contracting Opportunity (hereinafter, “NOCO”) and any resulting contract are subject to the Plan requirements as described in Section 17-1603 (1). Accordingly, by submission of its proposal, a responsive and responsible Applicant makes a legally binding commitment to abide by the provisions of this Plan which include Applicant’s commitment to exercise its best and good faith efforts throughout the contract term to provide meaningful and representative contracting opportunities for M/W/DSBEs and to employ an appropriately diverse workforce which should include minority and female persons in all phases of any contract awarded under this NOCO. By submission of this Plan, Applicant agrees that it shall and shall cause all its professional services providers and consultants retained by Applicant (collectively, the “Participants” and each a “Participant”) to use their best and good faith efforts to provide subcontracting opportunities for M/W/DSBEs in all phases of the contract. This Plan expressly applies to all contracts awarded by the successful Applicant and subcontracts awarded by its Participants. The objectives set forth in this Plan shall be incorporated in all requests for proposals and solicitations and communicated to all Participant levels.

B. For the purposes of this Plan, MBE, WBE, DBE and DSBE shall refer to certified businesses so recognized by the City of Philadelphia through its Office of Economic Opportunity (“OEO”). Only the work or supply effort of firms that are certified as M/W/DSBEs by an OEO approved certifying agency² or identified in the OEO Registry will be eligible to receive credit as a Best and Good Faith Effort. In order to be counted, certified firms must successfully complete and submit to the OEO an application to be included in the OEO Registry which is a list of registered M/W/DSBEs maintained by the OEO and available online at www.phila.gov/oeo/directory. If Applicant is certified by an approved certifying agency, a copy of that certification should be furnished with the proposal.

C. Neither Applicant nor any Participant shall discriminate on the basis of race, color, religion, sex, national origin, sexual orientation, gender identity, ancestry, age, or handicap in

¹ “DBE” or “Disadvantaged Business Enterprise” means a socially and economically disadvantaged minority or woman owned business that is certified under 49 C.F.R. Part 26. If applicant makes solicitation(s) and commitment(s) with a DBE, applicant shall indicate which category, MBE or WBE, is submitted for counting.

²A list of “OEO approved certifying agencies” can be found at www.phila.gov/oeo

the award and performance of contracts pertaining to this NOCO. Applicant is required to submit a statement summarizing current and past practices relating to its diversity practices. Attachment "A" to this Plan is provided for this purpose and should be submitted with Applicant's proposal although the City reserves the right to request it at any time prior to contract award.

Applicant and its Participant(s) hereby verify that all information submitted to the City including without limitation, the Plan and all forms and attachments thereto, are true and correct and are notified that the submission of false information is subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities. Applicant and its Participants also acknowledge that if awarded a contract/subcontract resulting from this NOCO, it is a felony in the third degree under 18 Pa.C.S. Section 4107.2 (a)(4) if, in the course of the contract/subcontract, Applicant and/or its Participant(s) fraudulently obtains public moneys reserved for or allocated or available to minority business enterprises or women's business enterprises.

II. Best and Good Faith Efforts

For this Plan, the term "Best and Good Faith Efforts," the sufficiency of which shall be in the sole determination of the City, means: efforts, the scope, intensity and appropriateness of which are designed and performed to foster meaningful and representative opportunities for participation by M/W/DSBEs and achieve an appropriately diverse workforce.

1. M/W/DSBE Participation

Applicant shall make Best and Good Faith Efforts to provide meaningful and representative opportunities for M/W/DSBEs in the contract in consideration of the size and scope of the contract and the availability of MBEs, WBEs and DSBEs to perform various elements of the contract.

2. Employment Goals

Applicant agrees to exhaust its Best and Good Faith Efforts to employ an appropriately diverse workforce which includes minority persons and females at all tiers of employment and management. Applicant shall also cause any of its Participants to employ an appropriately diverse workforce. For this Plan, an appropriately diverse workforce is one which reflects the local availability of professionals possessing the requisite education, licenses, where appropriate, and skills to work on this project.

III. Applicant Responsiveness and Responsibility

A. Applicant shall identify all its M/W/DSBE commitments and evidence its agreement to employ a diverse workforce on the form entitled, "M/W/DSBE Participation and Workforce Commitments." The Applicant's identified commitment to use an M/W/DSBE on this form constitutes a representation by Applicant, that the M/W/DSBE is capable of completing the subcontract with its own workforce, and that the Applicant has made a legally binding commitment with the firm. The listing of the M/W/DSBE firm by Applicant further represents that if Applicant is awarded the contract, Applicant will subcontract with the listed firm(s) for the work or supply effort described and the dollar/percentage amount(s) set forth on the form. In calculating the percentage of M/W/DSBE participation, Applicant shall apply the standard mathematical rules in rounding off numbers. In the event of inconsistency between the dollar and percentage amounts listed on the form, the percentage will govern. Applicant is to maintain the M/W/DSBE percentage commitments throughout the term of the contract which

shall apply to the total amount of the contract and any additional increases. In the event the Successful Applicant's contract is increased by change order and/or modification, or amendment, it shall be the responsibility of the Successful Applicant to apply its Best and Good Faith Efforts to the amended amount in order to maintain any participation ranges committed to on the total dollar amount of the contract at the time of contract completion.

1. Commercially Acceptable Function

An Applicant that enters into a subcontract with an M/W/DSBE shall be considered to have made a Best and Good Faith Effort in that regard only if its M/W/DSBE subcontractor performs a commercially acceptable function ("CAF"). An 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; 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.

The City 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 and in determining the amount of credit the Applicant receives towards the participation ranges. For example, an Applicant using an M/W/DSBE non-stocking supplier (i.e., a firm that does not manufacture or warehouse the materials or equipment of the general character described by the NOCO and required under the contract) to furnish equipment or materials will only receive credit towards the participation ranges for the fees or commissions charged, not the entire value of the equipment or materials furnished.

B. Upon award, letters of intent, quotations, and any other accompanying documents regarding commitments with M/W/DSBEs, including the M/W/DSBE Participation and Workforce Commitments Form, become part of the contract. M/W/DSBE commitments are to be memorialized in a written subcontract agreement and are to be maintained throughout the term of the contract and shall apply to the total contract value (including approved change orders and amendments). Any change in commitment, including but not limited to termination of the subcontract, reduction in the scope of committed work, substitutions for the listed firms, changes or reductions in the listed dollar/percentage amounts, must be pre-approved in writing by OEO. Throughout the term of the contract, Applicant is required to continue its Best and Good Faith Efforts.

IV. Evaluation of Responsiveness and Responsibility

A. Evaluation and Determination

1. The City, acting through its OEO, will evaluate the responsiveness of the Applicant's Plan to these requirements. OEO reserves the right to request further documentation and/or clarifying information at any time prior to the award of the contract which may result in Applicant's amendment of its M/W/DSBE Participation and Workforce Commitments Form or BGFE Form.

B. Administrative Reconsideration

1. If the OEO determines that the Applicant has not made sufficient Best and Good Faith Efforts, the Applicant will be notified that its proposal is nonresponsive and may file a

written appeal with OEO within forty-eight (48) hours of the date of notification. The decision of 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 designee whose decision shall be final. If it is determined that the Applicant did not make sufficient Best and Good Faith Efforts, its Proposal will be rejected.

2. 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.

V. Compliance and Monitoring of Best and Good Faith Efforts

A. The Successful Applicant shall file a hard copy of this Plan, as certified below by OEO, with the Chief Clerk of City Council within fifteen (15) days of receiving a Notice of Award. The Plan shall be filed with:

Michael Decker, Chief Clerk of City Council
Room 402 City Hall
Philadelphia, Pennsylvania 19107

The Successful Applicant also agrees to cooperate with OEO in its compliance monitoring efforts, and to submit, within the time limits prescribed by OEO, all documentation which may be requested by OEO relative to the awarded contract, including the items described below. The Successful Applicant must provide as required and maintain the following contract documentation for a period of three (3) years following acceptance of final payment under the contract:

- Copies of signed contracts and purchase orders with M/W/DSBE subcontractors;
- Evidence of payments (cancelled checks, invoices, etc.) to subcontractors and suppliers to verify participation;
- Telephone logs and correspondence relating to M/W/DSBE commitments.

B. Prompt Payment of M/W/DSBEs

1. 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 their proportionate share of such payment for work performed (including the supply of materials). 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.

2. Each month of the contract term and at the conclusion of the contract, the Successful Applicant shall provide to the OEO documentation reconciling actual dollar amounts paid to M/W/DSBE subcontractors to M/W/DSBE commitments presented in the Plan.

C. Oversight Committee

1. For this project, the City, in its sole discretion, may establish a Project Oversight Committee consisting of representatives from the Applicant's company and the City

("Committee"). The Committee will meet regularly to provide advice for the purpose of facilitating compliance with the Plan.

2. If a Project Oversight Committee is established, the City will convene meetings of the Committee no later than one (1) month after issuance of the Notice to Proceed.

VI. Remedies and Penalties for Non-Compliance

A. The Successful Applicant agrees that its compliance with the requirements of the Plan is material to the contract. Any failure to comply with these requirements may constitute a substantial breach of the contract. It is further agreed and understood 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 remedies reserved under Section 17-1605 of The Philadelphia Code, any other rights and remedies the City may have under the contract, or any bond filed in connection therewith or at law or in equity, exercise one or more of the remedies below, which shall be deemed cumulative and concurrent:

1. Withhold payment(s) or any part thereof until corrective action is taken.
2. Terminate the contract, in whole or in part.
3. Suspend/Debar the successful Applicant from proposing on and/or participating in any future City contracts for a period of up to three (3) years.
4. 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.)

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. No privity of contract exists between the City and the 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 subcontracted services under any law or Executive Order or by any reason of any contract resulting from this 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.

PRINT NAME OF APPLICANT AND TITLE

DATE

SIGNATURE OF APPLICANT AND TITLE

DATE

IOLA HARPER, DIRECTOR, OFFICE OF ECONOMIC OPPORTUNITY³ DATE

[See Forms on following pages; these Forms, as completed by Applicant, must be submitted with the Application as a matter of Responsiveness and Responsibility]

³ Pursuant to Section 17-1603 (2) of The Philadelphia Code, the representative of the City of Philadelphia's Office of Economic Opportunity, the "certifying agency", certifies that the contents of this Plan are in compliance with Chapter 17-1600.

STATEMENT OF DIVERSITY PRACTICES, POLICIES AND PAST ACHIEVEMENTS

In compliance with Chapter 17-1603 entitled Equal Opportunity Plan: Contents The Economic Opportunity Plan shall contain a statement from the contractor, developer and/or recipient of financial assistance summarizing past practices by identifying and describing examples of processes used to develop diversity at any/all levels of its organization including, but not limited to, Board and managerial positions. This statement shall also summarize strategic business plans specific to current or past practices of M/W/DSBE utilization on government and non-government projects and procurement. Where appropriate, such a statement should contain:

1. Describe employment and recruitment policies used to achieve diversity in your workforce.
2. Provide the race, gender, and residential (local) status of your
 - a) Board of Directors
 - b) Management
 - c) General Workforce
3. Identify your organization's methods of solicitation and utilization of Minority, Woman and Disabled Businesses (M/W/DSBEs). Please be specific in describing outreach and any procurement policies that are focused on creating or sustaining business relationships with M/W/DSBEs.
4. What percentage of your company's total spend with vendors and suppliers is attributable to M/W/DSBEs? Please include a list of the largest M/W/DSBEs used by your organization in the last 12 months.
 - a) Identify the type of goods or services purchased
 - b) Amount of the contract.
 - c) Indicate if any of these M/W/DSBEs are listed in the City of Philadelphia's Office of Economic Opportunity Registry.
 - d) Are these companies certified as M/W/DSBEs? Do you rely on any particular certifying agency?
 - e) If there is no previous M/W/DSBE utilization, the Plan shall contain a statement that explains the reason for the lack of M/W/DSBE participation in past contract(s) or project(s).
5. Describe any initiatives made by your organization to increase investment and promote equity ownership by minorities and women.

APPENDIX B-2

City of Philadelphia – Office of Economic Opportunity

ANTIDISCRIMINATION POLICY SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM

Minority (WBE), Woman (WBE), Disabled (DSBE) and Disadvantaged (DBE) Business Enterprises¹

DEPARTMENT OF COMMERCE											
OFFICE OF ECONOMIC OPPORTUNITY (OEO)											
Bid Number or Proposal Title:		Name of Bidder/Proposer:						Bid/RFP Opening Date:			
Program Manager for Lien Securitization											
List below ALL MBE/WBE/DBE/DSBEs that were solicited regardless of whether a commitment resulted therefrom. - Photocopy this form as necessary.											
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DSBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE											
Work or Supply Effort to be Performed											
Company Name		Date Solicited		Commitment Made		Give Reason(s) If No Commitment					
		By Phone		Yes (If Yes, give date)		NO					
		Quote Received		Amount Committed To							
		YES?		Dollar Amount							
		NO		\$							
				Percent of Total Bid/RFP							
				%							
Work or Supply Effort to be Performed											
Company Name		Date Solicited		Commitment Made		Give Reason(s) If No Commitment					
		By Phone		Yes (If Yes, give date)		NO					
		Quote Received		Amount Committed To							
		YES?		Dollar Amount							
		NO		\$							
				Percent of Total Bid/RFP							
				%							
Work or Supply Effort to be Performed											
Company Name		Date Solicited		Commitment Made		Give Reason(s) If No Commitment					
		By Phone		Yes (If Yes, give date)		NO					
		Quote Received		Amount Committed To							
		YES?		Dollar Amount							
		NO		\$							
				Percent of Total Bid/RFP							
				%							

APPENDIX C

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

THIS IS A CONFIDENTIAL TAX DOCUMENT NOT FOR PUBLIC DISCLOSURE

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

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

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

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

Authorized Signature

Date

Print Name and Title

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

APPENDIX D

LOCAL BUSINESS ENTITY OR LOCAL IMPACT CERTIFICATION

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

Applicant Name: _____

Local Business Entity Certification

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

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

II. During the preceding 18 months, Applicant:

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

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

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

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

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

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

Local Impact Certification

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

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

Authorized Signature

Date

Print Name and Title

**EXHIBIT “B”
Term Sheet**

Background. In order to further collection of delinquent liabilities, the Revenue Department and Law Department are authorized to enter into a contract for the design, implementation and management of a program to sell liens for real estate tax and possibly other municipal claims to a trust entity for securitization (the “Securitization Trust”) under the following terms.

1. **Term.** The term of the agreement shall not exceed four (4) years.
2. **Owner-Occupied Residential Property.** Liens on owner-occupied property will not be transferred to the Securitization Trust.
3. **Land Bank Property.** Liens on property identified for acquisition by the Philadelphia Land Bank, pursuant to an agreed-upon identification process, will not be transferred to the Securitization Trust.
4. **Right of Substitution.** If a lien on an owner-occupied residential property or property identified for acquisition by the Philadelphia Land Bank is inadvertently transferred to the Securitization Trust, the City will have a unilateral right to substitute another comparable lien or cash for that lien.
5. **Defective Liens.** The City shall be obligated to take back any defective lien and to provide a comparable substitute lien or compensation to replace the defective lien.
6. **Residuary Interest in the Securitization Trust.** The bondholders will receive a fixed reasonable rate of return, and the City shall be the owner of all remaining interest in the Securitization Trust once the bondholders have been paid.