

ATTACHMENT C. CITY STANDARD CONTRACT PROVISIONS

INSURANCE

The Vendor shall procure and maintain in full force and effect, the types and minimum limits of insurance specified herein, except the Professional Liability and Environmental Impairment or Pollution Liability insurance, shall be written on an “occurrence” basis and not a “claims-made” basis. In no event shall work be performed until the required evidence of insurance has been furnished. The insurance shall provide for at least thirty (30) days prior written notice to be given to the City in the event coverage is cancelled or non-renewed; however, ten (10) days written notice will be provided if the insurance is cancelled due to non-payment of the premium. Vendor shall provide notice to the City within thirty (30) days in the event that there is a material change in the coverage. Also, except for workers’ compensation and professional liability insurance, the City, its officers, employees, and agents shall be named as additional insureds in connection with this Contract. In addition, an endorsement is required stating that the coverage afforded the City, its officers, employees, and agents, as additional insureds, will be primary to any other coverage available to them.

Coverage Requirements

(A) Workers’ Compensation and Employers’ Liability

- (1) Workers’ Compensation Statutory Limits
- (2) Employers’ Liability: \$1,000,000 Each Accident – Bodily Injury by Accident; \$1,000,000 Each Employee- Bodily Injury by Disease; and \$1,000,000 Policy Limit – Bodily Injury by Disease
- (3) Other states insurance including Pennsylvania

(B) General Liability Insurance

- (1) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability: \$1,000,000 advertising injury; \$2,000,000 general aggregate and \$2,000,000 aggregate for products and completed operations. The City may require higher limits of liability if, in the City’s sole discretion, the potential risk to warrants.
- (2) Coverage: premises operations; personal injury and property damage liability; products and completed operations; independent contractors, employees and volunteers as additional insureds; cross liability; broad form property damage (including completed operations), explosion, collapse, underground (“XCU”) coverage.

(C) Automobile Liability Insurance

- (1) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
- (2) Coverage: Owned, non-owned, and hired vehicles.

(D) Professional Liability Insurance.

- (1) Limit of Liability: \$2,000,000 with a deductible not to exceed \$100,000.
- (2) Coverage: Errors and omissions.

- (3) Professional Liability Insurance may be written on a claims-made basis provided that coverage for occurrences arising out of the performance of the services required under the Contract shall be maintained in full force and effect under the Policy or “tail” coverage for a period of at least two (2) years after expiration of this Contract.

(E) Excess Insurance

Umbrella Liability with limits of liability totaling \$10,000,000 per occurrence and \$20,000,000 aggregate when combined with insurance required under Insurance Sections (B) and (C) above.

Changes to Insurance Requirements. From time to time, and in any event not more frequently than once per year, the City may reasonably adjust the amounts, types and deductibles of the insurance coverage required.

Additional Insureds. Vendor shall require that all of its contractors, subcontractors and consultants obtain and maintain, at their respective cost and expense, the appropriate types and amounts of insurance covering the work and their performance of services, naming the City as an additional insured in conformance with the requirements above.

Certificates of Insurance. Certificates of insurance evidencing the required coverages must specifically reference this Contract and shall be submitted to the City, the City of Philadelphia’s Water Department and Risk Management Division at least ten (10) days before initiation of any work and promptly, upon binding of the renewal, after each insurance renewal date. The ten (10) day requirement for advance documentation of coverage may be waived in situations where such waiver benefits the City, but under no circumstances shall Vendor actually commence services or begin work (or continue work, in the case of insurance renewal) without providing the required evidence of insurance. Vendor shall furnish certified copies of the original policies required hereunder at any time within ten (10) days after written request by the City.

No Limitation Liability. The insurance requirements set forth herein shall in no way be intended to limit, modify or reduce Vendor’s indemnification obligations or limit Vendor’s liability to the limits of the policies of insurance required hereunder.

INDEMNIFICATION

The Vendor shall indemnify, defend and hold harmless the City, its officers, employees and agents from and against any and all losses, costs (including, but not limited to, litigation and settlement costs and counsel fees), claims, suits, actions, damages, liabilities and expenses, occasioned wholly or in part by the Vendor’s act or omission or fault or negligence or the act or omission or fault or negligence of Vendor’s agents, subcontractors (including suppliers), employees or servants in connection with the Contract, including, but not limited to, those acts or omissions or faults or negligence in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, the Vendor’s default under the Contract, failure to pay subcontractors and suppliers and any infringement or violation of any proprietary right (including, but not limited to, patent, copyright, trademark, service mark

and trade secret). This obligation to indemnify, defend and hold harmless the City, its officers, employees and agents shall survive the termination of the Contract.

ASSIGNMENT

The Vendor shall not assign the Contract or any part of the Contract, or any right to any monies to be paid under the Contract, or delegate performance of the Contract, without obtaining the prior written consent of the City. The decision whether to consent to an assignment is within the City's sole discretion. In no case shall the City's consent to the assignment of any monies to be paid under the Contract relieve the Vendor from faithful performance of any of its obligations under the Contract or change any of the terms and conditions of the Contract. Any purported assignment in violation of this provision shall be of no effect.

TAX EXEMPTION

The City of Philadelphia is exempt from the payment of any federal excise or transportation taxes and any Pennsylvania sales tax. The price bid must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in list prices, Vendor may quote the list price and shall show separately the amount of the federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the City. In the event Vendor pays any sales or use tax, Vendor hereby assigns to City, or City's agent, all of its rights, title and interest in any sales or use tax which may be refunded as a result of the purchase of any articles furnished in connection with the Contract and Vendor, unless directed by the City, shall not file a claim for any sales or use tax refund subject to this assignment. Vendor authorizes the City, in City's name or the name of Vendor, to file a claim for refund of any sales or use tax subject to this assignment.

TAX INDEBTEDNESS

The City of Philadelphia does not wish to do business with tax delinquents or other businesses indebted to the City. In furtherance of this policy, the following certifications have been developed and shall form a part of the Contract.

A. Vendor's Certification of Non-Indebtedness. Vendor hereby certifies and represents that Vendor and Vendor's parent(s) and subsidiary(ies) are not currently indebted to the City and will not at any time during the term of the contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District), water bills, sewer bills, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, Vendor acknowledges that any breach or failure to conform to this certification may, at the option of the City, result in the withholding of payments otherwise due to Vendor and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments and/or the termination of this contract for default (in which

case Vendor shall be liable for all costs, losses and other damages resulting from the termination).

B. Subcontractor's Certification of Non-Indebtedness. Vendor shall require all subcontractors performing work in connection with the contract ("subcontractor" shall also include suppliers providing goods or materials) to be bound by the following provision, and Vendor shall cooperate fully with the City in exercising the rights and remedies described below or otherwise available at law or in equity: "Subcontractor hereby certifies and represents that subcontractor and subcontractor's parent(s) and subsidiary(ies) are not currently indebted to the City of Philadelphia ("City"). and will not at any time during the term of Vendor's contract with the City, including any extensions or renewals thereof, be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), water bills, sewer bills, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available at law or in equity, subcontractor acknowledges that any breach of or failure to conform to this certification may, at the option of the City, result in the withholding of payments otherwise due to subcontractor for services rendered in connection with the contract and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments otherwise due to subcontractor and/or the termination of Vendor for default (in which case subcontractor shall be liable for all costs, losses and other damages resulting from the termination)."

TAX REQUIREMENTS

Any person or entity who is awarded a contract by the City and/or School District of Philadelphia, is subject to Philadelphia's business tax ordinances and regulations. The City Solicitor has determined that anyone who is awarded a contract by the City has entered into a contract within the City, and the subsequent delivery of goods into the City or performance of services within the City constitutes doing business in the City and subjects the Vendor to, including but not limited to, one or more of the following taxes:

- a. Business Privilege Tax
- b. Net Profits Tax
- c. City Wage Tax

The Vendor, if not already paying the aforesaid taxes, is required to apply to the Department of Revenue, 1401 John F. Kennedy Blvd., Public Service Concourse, Municipal Services Building, Philadelphia, PA 19102 for a tax identification number and to file appropriate business tax returns as provided by law. Questions should be directed to the Business and Earnings Tax Unit at (215) 686-6600.

AUDITS, INSPECTION RIGHTS, RECORDS

Audits.

From time to time during the term of this Contract and for a period of five (5) years after termination of this Contract, the City may audit all aspects of the Vendor's performance under

this Contract, including but not limited to its billings and invoices. If so requested, Vendor shall submit to the requesting party all vouchers or invoices presented for payment pursuant to this Contract, all canceled check, work papers, books, records, and accounts upon which the vouchers or invoices are based, and any and all documentation and justification in support of expenditures or fees incurred pursuant to this Contract. All books, invoices, vouchers, records, reports, canceled checks and other materials shall be subject to periodic review and audit in the City of Philadelphia. Notwithstanding the foregoing Vendor shall not be required to maintain such documentation in excess of five (5) years from the expiration or termination of this Contract.

Independent Audits.

If requested by the City, Vendor shall submit an independent audit report prepared and certified by a Certified Public Accountant (CPA) acceptable to the City. The independent audit report shall be prepared in accordance with the following requirements:

- a. Vendor shall ensure that a final audit of the financial transactions relating to this Contract shall be performed in compliance with all requirements of the City of Philadelphia Subrecipient Audit Guide, which will be incorporated into this Contract by reference. This audit shall verify that all invoiced costs are actual, authorizes and eligible for reimbursement in accordance with this Contract's requirements.
 - a. Vendor shall agree to make full and prompt restitution to City of such amounts of money which results from audit exceptions due to Vendor's performance and/or noncompliance with applicable laws and this Contract, including, without limitation, the City of Philadelphia Contract Cost Principles and Guidelines.
 - b. The City reserves the right to disallow fees paid by Vendor for audit services under this Contract if the final audit report is not submitted in the manner and time frame prescribed in this Section or if subsequent reviews of audit work papers discloses deficiencies in required performance.
 - c. Vendor shall submit all audit documentation, as described above, pertaining to this Contract no later than four (4) months after the end of the term of this Contract, unless a different time is approved, in writing, by the responsible official. Vendor's failure to submit the audit documentation in the time required shall be a basis for withholding processing of invoices for payment.

Such independent audit shall be at the City's sole cost and expense, unless the result of such audit demonstrates Vendor's noncompliance with its performance obligations under this Contract.

Inspection. All services and materials provided under this Contract shall be subject to inspection and review by the City and state and federal representatives. Vendor shall cooperate with all inspections and reviews conducted in accordance with the provisions of this Contract. Such inspection and review of Vendor's rendering of services and materials, including without limitation, programs and facilities, shall be in the sole discretion of the inspecting or reviewing entity. Such inspection or review may include, without limitation, meetings with consumers, review of staffing ratios and job descriptions, verification of account accuracy, and meetings

with any staff members who are either directly or indirectly involved in providing services and materials under this Contract.

Availability of Records. Vendor shall make available, within the City at reasonable times during the term of this Contract, all records pertaining to this Contract for the purpose of inspection, audit, or reproduction by any authorized City representative, or the Pennsylvania Auditor General, and any other federal, state or City auditors.

Retention of Records. Vendor shall retain all records, books of account and documentation pertaining to this Contract for a period of five (5) years following expiration or termination of this Contract; however, if any litigation, claim, or audit is commenced prior to expiration of said five (5) year period, then the records shall be retained until all litigation, claims, or audit findings have been completely terminated or resolved, without right of further appeal, or if Applicable Law requires a longer period, then the records shall be retained for such longer period.

COMPLIANCE WITH LAWS

All goods and services and all documents and other materials furnished under the Contract shall conform with all applicable federal, state and local laws, statutes and ordinances and the applicable rules, regulations, methods and procedures of all governmental boards, bureaus, offices, commissions and other agencies. Vendor shall maintain during the term of the Contract all licenses, and authorizations required by any applicable federal, state or local law or regulation.

NONDISCRIMINATION

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

B. In accordance with Chapter 17-400 of The Philadelphia Code, Vendor agrees that its payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization, insofar as such

participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, privileges or conditions of employment on the basis of race, color, sex, sexual orientation, religion, national origin or ancestry, shall constitute an event of default under the contract and shall entitle the City to all rights and remedies as provided herein or otherwise available to the City at law or in equity. Vendor agrees to include the immediately preceding sentence, with appropriate adjustments for the identity of the parties, in all subcontracts which are entered into pursuant to the Contract. Vendor further agrees to cooperate with the Commission on Human Relations of the City of Philadelphia in any manner which the said Commission deems reasonable and necessary for the Commission to carry out its responsibilities under Chapter 17-400 of the Philadelphia Code. Failure to so cooperate shall constitute an event of default under the Contract entitling the City to all rights and remedies as provided herein or otherwise available to the City at law or in equity.

PHILADELPHIA 21ST CENTURY MINIMUM WAGE AND BENEFITS STANDARD

Vendor is a "Service Contractor" in that by virtue of entering into this Contract, Provider has entered into a "Service Contract," as those terms are defined in Section 17-1302 of the Code and Mayoral Executive Order 03-14, entitled, "Policy Regarding Minimum Wage and Benefits to be Provided by City Contractors and Subcontractors," which supplements Chapter 17-1300 of the Code, entitled "Philadelphia 21st Century Minimum Wage and Benefits Standard." Additionally, any Subcontract between Vendor and a Subcontractor to perform work related to this Contract is a "Service Contract" and such Subcontractors are also "Service Contractors" for purposes of Chapter 17-1300 and the Executive Order. (Chapter 17-1300 is accessible at <http://www.amlegal.com/library/pa/philadelphia.shtml> and Executive Order 03-14 is accessible at <http://www.phila.gov/ExecutiveOrders/Executive%20Orders/EO%203-14.pdf>.) If Vendor or any Subcontractor is also an "Employer," as that term is defined in Section 17-1302 (more than 5 employees), and as the term "Employer" is further described in Section 17-1303 of the Code, absent a waiver, Vendor shall provide, and cause any such Subcontractors to provide their covered Employees (persons who perform work for a covered Employer that arises directly out of a Service Contract with the City), with the minimum wage standard and minimum benefits standard stated in Chapter 17-1300 of the Code and Executive Order 03-14. A summary of the current requirements is as follows:

Minimum Wage

(1) As of January 1, 2016 and during each year thereafter, provide their covered employees with an hourly wage, excluding benefits, that is no less than the result of multiplying \$12 by the then current CPI Multiplier as annually adjusted.

(2) For purposes of determining the minimum hourly wage required under (1) above, the CPI Multiplier is an annual calculation made by the City's Director of Finance to take effect as of January 1 of each year. The CPI Multiplier is calculated by dividing the most recently published Consumer Price Index for all Urban Consumers (CPI-U) All Items Index, Philadelphia, Pennsylvania, as of January 1st of each year, by the most recently published CPI-U

as of January 1, 2015. The then current minimum hourly wage applicable to City contractors and subcontractors will be posted on the City's web site.

Minimum Benefits

(1) to the extent Vendor (or its Subcontractor under Subcontract) provides health benefits to any of its employees, provide each full-time, non-temporary, non-seasonal covered Employee with health benefits at least as valuable as the least valuable health benefits that are provided to any other full-time employees of the Vendor (or its Subcontractor); and

(2) provide to each full-time, non-temporary, non-seasonal covered Employee at least the minimum number of earned sick leave days required by Code Section 17-1305(2).

If covered, absent a waiver, Vendor shall promptly provide to the City all documents and information as the City may require verifying its and its Subcontractors' compliance with the requirements of Chapter 17-1300 and Executive Order 03-14. Vendor and its Subcontractors shall notify each affected employee what wages are required to be paid pursuant to Chapter 17-1300 and Executive Order 03-14.

Absent a waiver, a Vendor subject to Chapter 17-1300 and Executive Order 03-14 shall comply with all their requirements as they exist on the date when the Vendor enters into contract with the City or when such contract is amended. Absent a waiver, Vendor shall also be responsible for the compliance of its Subcontractors with the requirements of Chapter 17-1300 and Executive Order 03-14. Vendor shall take such steps as are necessary to notify its Subcontractors of these requirements, including, without limitation, incorporating these requirements, with appropriate adjustments for the identity of the parties, in its Subcontracts with such Subcontractors. A Vendor or any of Vendor's Subcontractors subject to Chapter 17-1300 and the Executive Order that fail to comply with their provisions may, after notice and hearing before the Director of Finance or such other officer or agency designated by the Mayor, be suspended from receiving financial assistance from the City or from bidding on and/or participating in future City contracts, whether as a prime contractor or a subcontractor, for up to three (3) years. Furthermore, the Council may, by resolution adopted after a public hearing, determine that there are reasonable grounds to believe that an employer subject to Chapter 17-1300 has failed to comply with its provisions, and that if such failure is established, then debarment would be an appropriate remedy for such failure. A copy of any such adopted resolution shall be forwarded to the Director of Finance, or such other officer or agency designated by the Mayor, who shall without undue delay provide appropriate notice and opportunity for hearing, and after such hearing, make a final determination as to whether there has been a violation of Chapter 17-1300, and whether debarment, as provided by Chapter 17-1300, should be imposed. Such debarment shall be in addition to any of the other sanctions or remedies set forth in Chapter 17-1300 or any contract with the City. The debarment procedure by Council resolution shall be in addition to any other procedure for debarment or suspension from City contracts established under Chapter 17-1300.

The Vendor's failure to comply, or the failure of Vendor's Subcontractors to comply with the requirements of Chapter 17-1300 or Executive Order 03-14 shall constitute a substantial breach of

this Contract entitling the City to all rights and remedies provided in this Contract or otherwise available at law or in equity.

The Office of Labor Standards may grant a partial or total waiver of Chapter 17-1300 based on specific stipulated reasons elaborated in Section 17-1304 of the Code. An overview offering guidance on the applicability of, and requirements placed on City contractors and their first tier Subcontractors by Chapter 17-1300 of the Code and Executive Order 03-14 is available on the City's website (at <https://secure.phila.gov/eContract/> under the "About" link) (see "Minimum Wage and Equal Benefits Ordinances Impacting Some City Contractors").

PREVAILING WAGES

- a. All employees performing work under the Contract shall be paid at least the applicable prevailing wages for the respective occupational classifications designated, as set forth in the minimum wage schedule attached as part of the City Requirements, and shall be given at least the applicable presently prevailing working conditions during the entire period of work under the Contract. Such working conditions are those which are given to employees pursuant to a bona fide collective bargaining agreement for the applicable craft, trade or industry in the Philadelphia area on the date the General Bidding and Contract Requirements are issued. The occupational classifications for all employees under the Contract shall be only the specific categories of jobs within a given craft, trade or industry for which a separate hourly wage rate for the Philadelphia area is determined by the Secretary of Labor of the United States, in accordance with the provisions of the Davis-Bacon Act, and which are set forth in the applicable schedule attached to the General Bidding and Contract Requirements. In the event that any Vendor believes that work under the Contract should be performed by employees in occupational classifications omitted from the schedule attached to the General Bidding and Contract Requirements, it shall so advise the Managing Director's Office (the "MDO"), Labor Standards Division, which shall remedy the omission if it agrees.
- b. The City may withhold from any sums due to the Vendor under the Contract so much as may be necessary to pay the employees the difference between the wages required to be paid under this Paragraph 16 and the wages actually paid to such employees, and the City may make such payments directly to the appropriate employees.
- c. Each Vendor shall require all Subcontractors to comply with and be bound by all of the provisions of this Paragraph of the Contract and of Section 17-107 of The Philadelphia Code, and the Vendor shall insert the requirements of Section 17-107 in all Subcontracts.
- d. Every Vendor and Subcontractor shall keep an accurate record preserved on employee time sheets or time cards showing the name, address, social security number, occupational classification, wages and other benefits paid or provided and number of hours worked for each employee assigned to city-work (as "city work" is defined in Section 17-107(1)(b) of The Philadelphia Code), and such record shall be preserved at the current place of business of the employing Vendor or Subcontractor for two (2) years from the date of the Final Estimate on the Contract. The Vendor shall maintain and make his or her accounting and employment

records and records relating thereto available for inspection by authorized representatives of the City, at all reasonable hours, and shall permit such representatives to interview employees during the hours on the job, all without prior notice. Neither the Vendor nor any Subcontractor shall allow any employee or other person to interfere with any such inspection or interview.

- e. All Vendors and Subcontractors performing city-work shall, upon request of the City, file with the MDO, Labor Standards Division a certified statement setting forth the name, address, occupational classification, wages and other benefits paid or provided and number of hours worked with respect to each employee performing city-work. Such statement shall be made weekly for each preceding weekly period. The certification shall affirm that the statement is correct and complete, that the wages set forth therein are not less than those required by the Contract for city-work and that the occupational classification set forth for each employee conforms with the work performed.
- f. Nothing herein shall preclude the payment by the Vendor of wages at rates higher than those specified as the minimum in the applicable schedule attached to the General Bidding and Contract Requirements. However, no increase in any Contract price shall be allowed or authorized on account of the payment of wages in excess of those so specified, or on account of wage increases granted hereafter. No increases above the amounts specified in the applicable schedule attached to the General Bidding and Contract Requirements will be required by any Contract during the term thereof except in the case of an error or omission in such schedule. Such an error or omission shall be called to the attention of the MDO, Labor Standards Division as promptly as possible; but the remedying thereof by the Department shall not constitute grounds for withdrawal of a Bid or cancellation of a Contract, nor for an increase in the Contract price or other claim or recovery against the City, nor a ground for failure or refusal to pay the applicable proper minimum to all employees.
- g. The minimum wages required hereby shall be paid unconditionally without any subsequent deduction or rebate of any kind except in accordance with Applicable Law governing payroll deductions for taxes, benefits and collective bargaining charges. Any assignment of wages by an employee for the direct or indirect benefit of the Vendor shall constitute a violation of this Paragraph; and any purported release of rights under Section 17-107 of The Philadelphia Code by an employee shall be void and of no effect.
- h. The Parties shall refer to Section 17-107 of The Philadelphia Code, and to the regulations to be issued from time to time by the MDO, Labor Standards Division, for further information concerning the administration of the foregoing requirements of this paragraph. In addition, it shall be the responsibility of all Bidders and Contractors to inform themselves as to all prevailing working conditions, including, without limitation, length of work day and work week, overtime compensation, and holiday and vacation rights.

EQUAL BENEFITS ORDINANCE

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

Vendor acknowledges and agrees that the following terms are included in this Contract:

(1) Vendor shall notify its employees of the employment benefits available to life partners pursuant to Chapter 17-1900 of the Code.

(2) Noncompliance by the Vendor with the requirements of Chapter 17-1900 of the Code shall be a material breach of this Contract.

(3) Discrimination or retaliation by the Vendor against any employee on account of having claimed a violation of Chapter 17-1900 shall be a material breach of this Contract.

(4) In addition to any other rights and remedies available to the City pursuant to this Contract at law or in equity, a material breach of this Contract related to Chapter 17-1900 may result in the suspension or debarment of Vendor from participating in City contracts for up to three (3) years.

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

ETHICS REQUIREMENTS

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

A. City Employee Interest in City Contracts. In accordance with Section 10-102 of the Philadelphia Home Rule Charter, no proposal shall be accepted from, or contract awarded to, any City employee or official, or any firm in which a City employee or official has a direct or indirect financial interest. All Vendors are required to disclose any current City employees or officials who are employees or officials of the Vendor’s firm, or who otherwise would have a financial interest in the contract.

B. Conflict of Interest. Both the State Ethics Act and the City Ethics Code prohibit a public employee from using his/her public office or any confidential information gained thereby to obtain financial gain for himself/herself a member of his/her immediate family, or a business with which he/she or a member of his/her immediate family is associated. "Use of public office" is avoided by the employee or official publicly disclosing the conflict and disqualifying himself/herself from official action in the matter, as provided in the Philadelphia Code Section 20-608.

C. Executive Order 10-16: Gifts.

(a) Pursuant to Executive Order 10-16, no City officer or employee in the Executive and Administrative Branch may accept or receive a gift of any monetary value from a person who, at the time or within 12 months preceding the time a gift is received, (1) is seeking, or has sought, official action from that officer or employee; or (2) has operations or activities regulated by that officer's or employee's department, agency, office, board or commission, or, in the case of members of the Mayor's Cabinet, has operations or activities that are regulated by any department, agency, office, board or commission within the Executive and Administrative branch; or (3) has a financial or other substantial interest in acts or omissions taken by that officer or employee, which the officer or employee is able to affect through official action.

(b) Vendor understands and agrees that if it offers anything of value to a City official or employee under circumstances where the receipt of such item would violate the provisions of this Executive Order, Vendor shall be subject to sanctions with respect to future City contracts. Such sanctions may range from disqualification from participation in a particular contract to debarment, or loss of financial assistance, depending on the nature of the violation.

RELATIONSHIP WITH THE CITY

Neither Vendor's personnel nor any Subcontractor personnel shall be employees of the City. Vendor shall notify the City of any Vendor personnel or any Subcontractor personnel who have any employment or other contractual relationship or agency relationship with the City.

INDEPENDENT CONTRACTOR

Vendor is an independent contractor and shall not in any way or for any purpose be deemed or intended to be an employee or agent of the City. Neither Vendor nor its agents, employees or Subcontractors shall in any way represent that they are acting as employees, officials or agents of the City.

FOREIGN OUTSOURCING PROHIBITED

No work performed for the City pursuant to a service contract with any City department, board or commission may be performed, in whole or in part, in any location other than the United States or any of its territories or possessions.

ENTITIES DOING BUSINESS IN NORTHERN IRELAND, IRAN OR SUDAN

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

B. In accordance with Section 17-104 of the Philadelphia Code, Vendor by execution of its proposal certifies and represents that (i) Vendor does not do business in Iran or Sudan, and (ii) no products to be provided to the City under the contract were manufactured by an entity doing business in Iran or Sudan, unless a federal override with respect to Iran or Sudan, as applicable, is in place or unless an exclusion from disqualification applies.

C. In the performance of the contract, Vendor agrees that it will not utilize any suppliers or subcontractors at any tier (i) who have (or whose parent, subsidiary, or exclusive distributor of Vendor affiliate have) any investments, licenses, franchises, management agreements or operations in Northern Ireland or (ii) who will provide products originating in Northern Ireland unless said supplier or subcontractor has implemented the fair employment principles embodied in the MacBride Principles or (iii) who do business in Iran or Sudan or who will provide products manufactured by an entity doing business in Iran or Sudan, unless a federal override with respect to Iran or Sudan, as applicable, is in place or unless an exclusion from disqualification applies. Vendor further agrees to include these provisions in all subcontracts and supply agreements which are entered into in connection with the performance of the contract with the City.

D. Vendor agrees to cooperate with the City's Director of Finance in any manner which the said Director deems reasonable and necessary to carry out the Director's responsibilities under Section 17-104 of the Philadelphia Code. Vendor expressly understands and agrees that any false certification or representation in connection with these provisions and/or any failure to comply with these provisions shall constitute a substantial breach of contract with the City entitling the City to all rights and remedies provided in this bid or otherwise available in law (including, but not limited to, Section 17-104 of the Philadelphia Code) or at equity.

BUSINESS, CORPORATE AND SLAVERY ERA INSURANCE DISCLOSURE

In accordance with Section 17-104 of the Philadelphia Code, the Vendor, after award of the contract, will complete an affidavit certifying and representing that the Vendor (including any parent company, subsidiary, exclusive distributor or company affiliated with Vendor) has searched any and all records of the Vendor or any predecessor business entity regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era. The names of any slaves or slaveholders described in those records must be disclosed in the affidavit. The Vendor expressly understands and agrees that any false certification or representation in connection with this Paragraph and/or any failure to comply with the provisions of this Paragraph shall constitute a substantial breach of the contract entitling the City to all rights and remedies provided in the contract or otherwise available in law (including, but not

limited to, Section 17-104 of The Philadelphia Code) or equity and the contract will be deemed voidable. In addition, it is understood that false certification or representation is subject to prosecution under Title 18 Pa.C.S.A. Section 4904.

CHAPTER 17-1800 OF THE PHILADELPHIA CODE: PHILADELPHIA RE-ENTRY EMPLOYMENT PROGRAM FOR RETURNING CITIZENS

Vendor agrees to identify potential job opportunities that may be available for “Returning Citizens,” as that term is defined in Code Section 19-2604(9), based on the matrix of job titles and work categories developed by the Personnel Director of the City of Philadelphia under Section 20-1702(2) of the Code and to report to the City on Vendor’s employment practices and experience with respect to the hiring of Returning Citizens including (i) a monthly tally of Returning Citizens hired and currently working, or an explanation as to why no Returning Citizens have been hired; and (ii) an explanation as to why any Returning Citizen who applied for employment was refused employment.

Vendor furthermore agrees to cooperate with the City in addressing the goal of securing employment for Returning Citizens. Vendor agrees that if Vendor fails to comply with the requirements of this paragraph, the City may withhold any payments due under the contract until the Vendor achieves full compliance. Vendor agrees to require any subcontractor it uses (regardless of the value of the subcontract) to comply with and be bound by the provisions of this paragraph as if the subcontractor were the Vendor.

GOVERNING LAW

This Contract shall be deemed to have been made in Philadelphia, Pennsylvania. This Contract and all disputes arising under this Contract shall be governed, interpreted, construed and determined in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to principles of Pennsylvania law concerning conflicts of laws.

FORUM SELECTION CLAUSE; CONSENT TO JURISDICTION

The parties irrevocably consent and agree that any lawsuit, action, claim, or legal proceeding involving, directly or indirectly, any matter arising out of or related to this Contract, or the relationship created or evidenced thereby, shall be brought exclusively in the United States District Court for the Eastern District of Pennsylvania or the Court of Common Pleas of Philadelphia County. It is the express intent of the parties that jurisdiction over any lawsuit, action, claim, or legal proceeding shall lie exclusively in either of these two (2) forums. The parties further irrevocably consent and agree not to raise any objection to any lawsuit, action, claim, or legal proceeding which is brought in either of these two (2) forums on grounds of venue or *forum non conveniens*, and the parties expressly consent to the jurisdiction and venue of these two (2) forums.