

**CITY OF PHILADELPHIA**  
**MISCELLANEOUS PURCHASE ORDER TERMS AND CONDITIONS**

**1. SCOPE OF AGREEMENT**

This Miscellaneous Purchase Order (“MPO” or “Contract”) is made by and between the City of Philadelphia, acting through the City agency identified as “Department” on the form titled “Miscellaneous Order” to which these terms and conditions are attached (“MPO Form”), and the person or entity identified as the vendor on the MPO Form (“Contractor” or “Provider”). The MPO consists of the MPO Form, the terms and conditions set forth below (“MPO Terms”), any exhibits and attachments (including, but not limited to, any proposal of Contractor or scope of services), and all documents incorporated herein by reference. In the event of a conflict or variance in any of the foregoing documents, the MPO Terms and the “City PHI Terms” (as defined in Section 13 below) shall govern; the MPO Terms and City PHI Terms shall be of even precedence.

**2. TERM.**

The term of this MPO shall be that set forth on the MPO Form to which these terms and conditions are attached. The term of this MPO may not be extended or renewed.

**3. GOVERNING LAW AND COMPLIANCE WITH APPLICABLE LAW**

This MPO shall be deemed to have been made in Philadelphia, Pennsylvania. This MPO and all disputes arising under this MPO 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. All services rendered and documents and other materials prepared by Contractor shall strictly conform to 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, including without limitation, federal laws regarding individuals with disabilities and limited English proficiency and Section 17-104 of the Philadelphia Code relating to Northern Ireland and Slavery Era Disclosure.

**4. PERFORMANCE/PAYMENT**

All services shall be performed to the satisfaction and approval of the City, in accordance with the schedule contained in the MPO. Payment(s) are contingent upon satisfactory performance and shall be made in accordance with the schedule set forth in the MPO (assuming satisfactory progress is being made) or, in the absence of a payment schedule, upon satisfactory completion of all services. To process payment, Contractor shall furnish the City with invoices, in the number, form and content, and accompanied by such supporting data as the City may require.

**5. RECORDS**

- a. Contractor covenants and agrees to have available in the City of Philadelphia, upon request, its books and records for inspection by appropriate City, state or federal auditors concerning charges, fees and costs under this MPO for a minimum of five (5) years following acceptance of final payment under this MPO; however, if any litigation, claim or audit is commenced prior to expiration of said five (5) year period, then the books and 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.
- b. Any Contractor that is an “Agency”, as defined in Section 6-400 of the Philadelphia Home Rule Charter, shall permit the City Controller to audit its affairs as authorized in Section 6-400. Under Section 6-400, an Agency is any entity that receives funds from the City, and either 1) that is created by, or whose board of directors is in whole or part appointed by, one or more City officials or bodies; or 2) that is organized pursuant to legal authority granted to it by City ordinance.

**6. NONDISCRIMINATION**

- a. This MPO is entered into under the terms of the Philadelphia Home Rule Charter (“Charter”), the Fair Practices Ordinance (Chapter 9-1100 of the Philadelphia 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 MPO, Contractor shall not discriminate or permit discrimination against any individual because of race, color, religion, ancestry, national origin, sex, gender identity, sexual orientation, age or disability. Nor shall Contractor 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. Without limiting the generality of Paragraph 9 below, such discrimination shall constitute a substantial breach of this MPO entitling the City to terminate this MPO forthwith. This right of termination is in addition to any other rights or remedies provided in this MPO or otherwise available to the City in law or equity.

- b. In accordance with Chapter 17-400 of the Philadelphia Code, Contractor agrees that its payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization, insofar as such participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, privileges or conditions of employment, on the basis of race, color, sex, sexual orientation, religion, national origin or ancestry, constitutes a substantial breach of this MPO entitling the City to all rights and remedies provided in this MPO or otherwise available in law or equity. Contractor agrees to include the immediately preceding sentence, with appropriate adjustments for the identity of the parties, in all subcontracts which are entered into for work to be performed pursuant to this MPO. Contractor 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. Without limiting the generality of Paragraph 10 below, failure to so cooperate shall constitute a substantial breach of this MPO entitling the City to all rights and remedies provided herein or otherwise available in law or equity.

## **7. OWNERSHIP**

All reports, documents, and other materials prepared by Contractor in performance of this MPO shall be the sole and absolute property of the City and the City shall have title thereto and unrestricted use thereof. Contractor hereby grants, and shall require its subcontractors to grant, to the City a royalty-free, nonexclusive and irrevocable right to publish, translate, reproduce, deliver, perform and authorize others to do so, all studies, media, curricula, reports and other materials not owned by the City under this MPO but which relate to the performance of the services, materials or this MPO; provided, however, that Contractor shall not be required to grant such right to the City with respect to any materials for which Contractor would be liable to pay compensation to third parties because of such grant.

## **8. CONTRACTOR'S REPRESENTATIONS AND COVENANTS**

The representations, warranties and covenants below, shall continue throughout the term of this MPO. By executing this MPO, Contractor thereby certifies as to their current and continued truthfulness and accuracy throughout the term of this MPO or for such other period as is required by law. In the event said representations, warranties and covenants are or become untrue or inaccurate, Contractor shall promptly give notice thereof to the City, specifying the manner in which said representation, warranty or covenant is untrue or inaccurate. The provisions of this Paragraph 8 shall not limit the applicability of the other provisions of this MPO, including, without limitation, Contractor's agreement to comply with all applicable laws (Paragraph 3), and not discriminate or permit discrimination (Paragraph 6).

- a. Certification of Nonindebtedness. Contractor and any and all entities controlling Contractor, under common control with Contractor or controlled by Contractor represent that they are not currently indebted to the City, and will not at any time during the term of this MPO, 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. Contractor shall remain current during the term of this MPO under all such agreements and payment plans, and shall inform the City in writing of Contractor's receipt of any notices of delinquent payments under any such agreement or payment plan within five (5) days after receipt. In addition to any other rights or remedies available to the City at law or in equity, Contractor acknowledges that any breach or failure to conform to this representation, warranty and covenant may, at the option of the City, result in the withholding of payments otherwise due to Contractor under this MPO or any other agreement with the City under which the City may then owe payment of any kind, 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 or the termination of this MPO for default (in which case Contractor shall be liable for all excess costs and other damages resulting from the termination), or both. In addition, Contractor understands that false certification, representation or warranty by it is subject to prosecution under Title 18 Pa.C.S.A. § 4904.
- b. Commercial Activity License. If Contractor is a "business" as defined in the Philadelphia Code, Section 19-2601, Contractor has and shall maintain during the Term of this MPO, a valid, current Commercial

Activity License (formerly known as the Business Privilege License), issued by the City's Department of Licenses and Inspections, to do business in the City.

- c. Authority to Act and Good Standing. Contractor has full legal power and authority to execute and deliver this MPO, and provide the services and materials as set forth herein. Contractor is duly licensed, qualified and in good standing in the Commonwealth of Pennsylvania and in all jurisdictions in which it conducts business activities relating in any way to the performance of the services and delivery of the materials under this MPO, including, but not limited to, the jurisdiction in which Contractor is organized. Neither Contractor's personnel nor any subcontractor personnel shall be employees of the City.
- d. Contributions. In accordance with Section 17-1402 of the Philadelphia Code, Contractor represents on behalf of itself and its subcontractor(s) that no "contribution(s)," as such term is defined in the Pennsylvania Election Code, 25 P.S. Section 3241, have been made and none shall be made during the term of the MPO by Contractor, any subcontractor, or any party from which a contribution can be attributed under Section 17-1405 to the Contractor or subcontractor, that would render the Contractor or subcontractor, as applicable, ineligible to apply for or enter into a "Non-Competitively Bid Contract," a contract for the purchase of goods or services to which the City is a party that is not subject to the lowest responsible bidder requirements of Section 8-200 of The Philadelphia Home Rule Charter; and that disclosures made as part of its application to receive a Non-Competitively Bid Contract contain no material misstatements or omissions. Breach of this covenant shall constitute an event of default and render the MPO voidable at the City's option, and shall make the Contractor liable for liquidated damages to the City in the amount of ten percent (10%) of the maximum payments to the Contractor allowed under the MPO, regardless whether actually paid. The City may exercise any or all of the remedies set forth herein, each of which may be pursued separately or in conjunction with such other remedies as the City in its sole discretion shall determine. No extension or indulgence granted by the City to Contractor shall operate as a waiver of any of the City's rights in connection with this MPO. The rights and remedies of the City as described herein shall not be exclusive and are in addition to any other rights or remedies available to the City under this MPO at law or in equity. In addition, pursuant to the attribution rules of Section 17-1405, Contractor shall, during the term of the Agreement and for one year thereafter, make the following disclosures with respect to any contribution of money or in-kind assistance the Contractor, subcontractor or any "Consultant" ("Consultant" means any individual or entity used by Contractor to assist in obtaining a Non-Competitively Bid Contract) has made during such time period:
  1. Disclose contribution(s) to a candidate for nomination or election to any public office in the Commonwealth of Pennsylvania or to an individual who holds such office, or to any political committee or state party in the Commonwealth of Pennsylvania, or to any group, committee or association organized in support of any such candidate, office holder, political committee or state party, and the date and amount of such contribution.
  2. Disclose, during the term of the MPO and for one year thereafter, the name and title of each City officer or employee who, during such time period, asked the Contractor, any officer, director or management employee of the Contractor, or any individual or entity representing the Contractor, to give money, services, or any other thing of value (other than a Contribution as defined in Section 17-1401) to any individual or entity, and any payment of money, provision of services, or any other thing of value (other than a Contribution as defined in Section 17-1401) given to any individual or entity in response to any such request. Contractor shall also disclose the date of any such request, the amount requested, and the date and amount of any payment made in response to such request.
  3. Disclose the name and title of each City officer or employee who directly or indirectly advised the Contractor, any officer, director or management employee of the Contractor, or any individual or entity representing the Contractor that a particular entity could be used by the Contractor to satisfy any goals established in the MPO for the participation of minority, women, disabled or disadvantaged business enterprises
  4. The disclosures required by Sections 8.d.1, 2 and 3 shall be made utilizing the online disclosure update process through Provider's eContract Philly account which can be accessed on the City's website at [www.phila.gov/contracts](http://www.phila.gov/contracts) by clicking on eContract Philly. Such disclosures shall be made within five (5) business days of the action or event requiring Provider to update its disclosures. In the case of updates to political contributions made by Provider required by Section 14.11(b), the attribution rules of Section 17-1405 shall apply to determine what contributions must be disclosed under this provision as contributions of the Provider or of a Consultant. Provider is advised that any individual who submits an update on eContract Philly must be an authorized signatory of the Provider, authorized to make the required updated disclosures.

5. Reports generated automatically by the online process for the updated disclosures required by Sections 8.d.1, 2 and 3 will be automatically forwarded to the President and Chief Clerk of Council, and to the Mayor, Director of Finance, Procurement Department, and the Department of Records.
- e. Executive Order 03-11: Gifts. Pursuant to Executive Order 03-11, no official or employee in the Executive and Administrative Branch of the City shall solicit or accept, directly or indirectly, anything of value, including any gift, gratuity, favor, entertainment, invitation, food, drink or loan unless consideration of equal or greater value is conveyed in return, from any of the following sources:
  1. A person seeking to obtain business from, or who has financial relations with the City;
  2. A person whose operations or activities are regulated or inspected by any City agency;
  3. A person engaged, either as principal or attorney, in proceedings before any City agency or in court proceedings in which the City is an adverse party;
  4. A person seeking legislative or administrative action by the City; or
  5. A person whose interests may be substantially affected by the performance or nonperformance of the official's or employee's official duties.
  6. Contractor 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, Contractor shall be subject to sanctions with respect to future City contracts. Such sanctions may range from disqualification from participation in a particular contract to debarment, depending on the nature of the violation.

## **9. INDEMNIFICATION**

Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents from and against any and all losses, costs (including without limitation, litigation and settlement costs, and counsel fees and expenses), claims, suits, actions, damages, liabilities and expenses, occasioned wholly or in part by Contractor's act or omission or negligence or fault or the act or omission or negligence or fault of Contractor's agents, subcontractors, independent contractors, suppliers, or employees in connection with this MPO, including, but not limited to, those in connection with loss of life, bodily injury, personal injury, damage to property, failure to pay subcontractors (including subconsultants and suppliers), intentional acts, contamination or adverse effects on the environment, any breach of this MPO, and any infringement or violation of proprietary rights (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 this MPO.

## **10. TERMINATION**

The City has the right to terminate this MPO for default if Contractor fails to perform any of its obligations under this MPO. This right of termination is in addition to any other rights or remedies available to the City under this MPO, in law or equity.

The City shall have the right to terminate this MPO at any time for the convenience of the City. In the event of such termination, the City shall pay Contractor for work satisfactorily performed, delivered, and accepted and approved by the City prior to the date of termination, but shall not otherwise be liable for any costs or damages incurred by Contractor in relation to the termination.

## **11. TAXES**

The City is exempt from the payment of any Federal Excise or Transportation Taxes and any Pennsylvania Sales or Use Tax. The City shall not be responsible or liable for the payment of the aforesaid taxes or any other tax paid or payable by Contractor to its subcontractors or suppliers in connection with this MPO. Contractor agrees and will require all its subcontractors performing work in connection with the MPO to promptly pay all applicable taxes, including but not limited to, City and School District Taxes. Contractor agrees (1) to assign and transfer to City all of its right to sales and use tax which may be refunded as a result of a claim for refund for any materials purchased in connection with the MPO, (2) that, other than as directed by City, it will not file a claim for refund for any sales or use tax which is the subject of this assignment, and (3) that City, in its own name or in the name of subcontractor, may file a claim for a refund of any sales or use tax covered by the assignment.

## **12. INSURANCE**

Unless otherwise approved by the City's Risk Manager in writing, Contractor shall, at its sole cost and expense, procure and maintain in full force and effect covering the performance of the services required under this MPO, the types and minimum limits of insurance specified below. All insurance shall be procured from reputable insurers authorized to do business in the Commonwealth of Pennsylvania and acceptable to the City. Except as noted below, all insurance required hereunder shall be written on an "occurrence" basis and not a "claims-made" basis. All

insurance shall be in form and content acceptable to the City and shall provide for at least thirty (30) days prior written notice to be given to the City in the event coverage is materially changed, canceled or non-renewed. The City of Philadelphia, its officers, employees and agents are to be named as additional insureds on the General Liability Insurance policy. Also, an endorsement is required stating that the coverage afforded the City and its officers, employees and agents as additional insureds will be primary to any coverage available to them. The City reserves the right to require Contractor to furnish certificates of insurance and/or certified copies of the original policies of all insurance required hereunder at any time upon ten (10) days prior written notice to Contractor. The insurance requirements set forth herein are not intended and shall not be construed to modify, limit, or reduce the indemnifications made in this MPO by Contractor to the City or to limit Contractor's liability under this MPO to the limits of the policies of insurance required to be maintained by Contractor hereunder:

- a. Workers Compensation and Employers Liability: Statutory limits.
- b. General Liability Insurance (comprehensive coverage): \$1,000,000 per occurrence and aggregate, combined single limit.
- c. Automobile Liability: \$300,000 per occurrence combined single limit covering owned, non-owned and hired vehicles.
- d. Professional Liability Insurance: Professional Liability Insurance may be written on a "claims-made" basis; however, coverage for occurrences during the performance of the services required under this MPO shall be maintained in full force and effect under the policy or "tail" coverage for a period of at least two years after completion of the services.
  1. All Business Entities providing professional services other than Health Care or Human Services Providers: \$500,000 minimum limit; deductible not to exceed \$10,000.
  2. Health Care Providers subject to PA Act 111: Statutory Limits.
  3. All other Health Care Providers and Human Services Providers not subject to PA Act 111: \$1,000,000 per occurrence and annual aggregate.

Requests to self insure any of the coverage(s) listed above must be submitted in writing to the City for approval by the City's Risk Manager. If approved, the City, its officers, employees and agents, shall be entitled to the same coverage benefits under the Contractor's self insurance program that they would have received had the requirements been satisfied by an approved insurance carrier.

### **13. PROTECTED HEALTH INFORMATION**

- a. The City of Philadelphia is a "Covered Entity" as defined in the regulations issued pursuant to the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The City's business activities include both (1) functions which make the City a Covered Entity and, therefore, subject to HIPAA, and (2) functions that are not subject to HIPAA. In accordance with 45 CFR §164.105(a)(2)(iii)(D), the City has designated certain departments and units of the City as health care components that must comply with HIPAA ("Covered Components"). The Covered Components of the City as of August 1, 2013 include: Ambulatory Health Services, a unit of the Philadelphia Department of Public Health ("PDPH"); the Office of Behavioral Health and Intellectual disAbility Services; the Philadelphia Nursing Home (a unit of PDPH); the Benefits Administration Unit of the Office of Human Resources; Emergency Medical Services (a unit of the Philadelphia Fire Department); and the Philadelphia Public Health Laboratory (a unit of PDPH). This list is subject to change, and any department or unit of the City that the City in the future designates as a Covered Component under HIPAA shall be deemed to be a Covered Component for purposes of this Section 13.
- b. To the extent (1) this MPO is entered into by the City for or on behalf of a Covered Component and/or requires the performance of services that will be delivered to or used by a Covered Component (whether or not the City department or unit through which the City entered the MPO is a Covered Component), and (2) the provider, vendor, or contractor entering into this MPO ("Provider") is a "Business Associate" of the City, as defined in 45 CFR §160.103, Provider shall comply with the City's Terms and Conditions Relating to Protected Health Information ("City PHI Terms"), as posted on the City's website (at <https://secure.phila.gov/eContract/> under the "About" link) on the date identified as the "Date Prepared" of the MPO Form. The City PHI Terms are hereby incorporated in this Section 13 as if fully set forth herein.

### **14. LIMITED ENGLISH PROFICIENCY.**

Provider understands and agrees that no individual who is limited in English language proficiency shall be denied access to Services provided under this Contract on the basis of that limitation. As a condition of accepting and executing this Contract, Provider shall comply with all applicable provisions of Title VI of the Civil Rights Act of 1964, the President of the United States of America Executive Order No. 12250, the Mayor of the City of Philadelphia's Executive Order "Access to Federally Funded City Programs and Activities for Individuals with Limited English Proficiency" dated September 29, 2001, and all regulations promulgated thereunder, as the Act, Executive Orders and regulations may be amended from time to time.

**15. PHILADELPHIA 21ST CENTURY MINIMUM WAGE AND BENEFITS STANDARD .**

- a. Provider is a “Service Contractor” in that by virtue of entering into this MPO, Provider has entered into a “Service Contract,” as those terms are defined in Chapter 17-1300 of the Philadelphia Code, entitled “Philadelphia 21<sup>st</sup> Century Minimum Wage and Benefits Standard.” Any subcontract between Provider and a subcontractor and any sub-subcontract between subcontractors at any tier to perform Services under this MPO is a “Service Contract” and such subcontractors at any tier are also “Service Contractors” for purposes of Chapter 17-1300. (Chapter 17-1300 is accessible at <http://www.amlegal.com/library/pa/philadelphia.shtml>.) If such Service Contractor (Provider or any subcontractor at any tier) is also an “Employer,” as that term is defined in Section 17-1302 (more than 5 employees), and further described in Section 17-1303 of the Code, then absent a waiver, during the Term of this MPO, in addition to any applicable state and federal requirements, Provider shall provide, and shall enter into subcontracts and otherwise cause any subcontractors at any tier that are also Service Contractors to provide their respective covered Employees (persons who perform work for a covered Employer that arises directly out of a Service Contract), with at least the minimum wage standard and minimum benefits standard, and required notice thereof, stated in federal and state law and in Chapter 17-1300 of the Code. A summary of the current requirements is as follows:
1. **Minimum Wage**
    - a. for the period through December 31, 2014, provide covered Employees with an hourly wage, excluding benefits, that is no less than \$10.88/hour;
    - b. as of January 1, 2015, provide covered Employees with an hourly wage, excluding benefits, that is no less than \$12/hour;
    - c. commencing as of January 1, 2016, for wages to be provided on and after January 1 of each year during which the Term is in effect, provide 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. For purposes of determining the minimum hourly wage required, the CPI Multiplier is calculated annually by the City’s Director of Finance by dividing the most recently published Consumer Price Index for all Urban Consumers (CPI-U) as of each January 1 by the most recently published 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.
  2. **Minimum Benefits**
    - a. to the extent an Employer provides health benefits to any of its employees, provide each full-time, non-temporary, non-seasonal covered Employee with health benefits at least as valuable as the least valuable health benefits that are provided to any other full-time employees of the Employer; and
    - b. provide to each full-time, non-temporary, non-seasonal covered Employee at least the minimum number of earned sick leave days required by Code Section 17-1305(2).
  3. **Generally.** Notwithstanding the above requirements, to the extent a change in the law would require an increase in wages or benefits under Chapter 17-1300 (for example, an increase in the federal minimum wage to \$9.00/hour, which would increase the required City minimum wage to \$13.50 due to the Chapter’s requirement of \$150% of the federal minimum wage), such new requirement will not take effect during the Term of an existing MPO, but will be applicable to new MPOs.
- b. If Provider and any subcontractor at any tier are subject to Chapter 17-1300, absent waivers, by executing this MPO Provider thereby represents, warrants and covenants to the City that its covered employees and the covered employees of Provider’s subcontractor/s at any tier are paid, or provided, the minimum wage and benefits standards as required therein. If covered, absent a waiver, Provider shall promptly provide to the City all documents and information as the City may require verifying its compliance, and that of all Service Contractors providing Services under this MPO, with the requirements of Chapter 17-1300. Each covered Service Contractor shall notify each affected Employee what wages and benefits are required to be paid or provided pursuant to Chapter 17-1300.
- c. Absent a waiver, a Provider subject to Chapter 17-1300 shall comply with all of its requirements as they exist on the date when the Provider entered into this MPO with the City. Provider shall take such steps as are necessary to notify its subcontractors of these requirements, and to cause its subcontractors to notify lower-tier subcontractors that are Service Contractors of these requirements, including, without limitation, by incorporating this Section 15, with appropriate adjustments for the identity of the parties, in its subcontracts with such subcontractors. A Provider or subcontractor at any tier that is subject to Chapter 17-1300 that fails to comply with these provisions may, after notice and hearing before the Director of Finance or such other officer or agency designated by the Mayor, be suspended from receiving financial assistance from the City or from bidding on and/or participating in future City contracts, whether as a prime contractor or a subcontractor, for up to three (3) years. City Council may also initiate a similar suspension or debarment

process. Such suspension or debarment shall be in addition to any of the other sanctions or remedies set forth in Chapter 17-1300 or this MPO.

- d. Provider's failure to comply, or the failure of subcontractors at any tier to comply with the requirements of Chapter 17-1300 shall constitute a substantial breach of this MPO entitling the City to all rights and remedies provided in this MPO or otherwise available at law or in equity.
- e. Provider's covered Employees shall be deemed third-party beneficiaries of Provider's representation, warranty, and covenant to the City under this Section 15 only, and the covered Employees of a subcontractor at any tier that is also a covered Employer performing Services directly or indirectly under a subcontract at any tier, shall be deemed third-party beneficiaries of their Employer's representation, warranty and covenant to Provider or such subcontractors at any tier, as the case may be, under this Section.
- f. The 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 subcontractors by Chapter 17-1300 of the Code is available on the City's website (at <https://secure.phila.gov/eContract/> under the "About" link) (see "Minimum Wage and Equal Benefits Ordinances Impacting Some City Contractors").

#### **16. CITY-RELATED AGENCIES**

If Provider is a City-Related Agency, as defined at Philadelphia Code subsection 17-1401(9), Provider shall abide by the provisions of Philadelphia Code Section 17-1400 in awarding any contract(s) pursuant to this MPO as though such contracts were directly subject to the provisions of Chapter 17-1400, except that the exception set forth at Subsection 17-1406(8) shall apply to Provider as if Provider were listed in that subsection. Unless approved by the City to the contrary, any approvals required by the Philadelphia Code Chapter 17-1400 to be performed by the City Solicitor shall be performed by Provider by its General Counsel; any approvals required to be performed by the Director of Finance shall be performed by Provider by its Chief Financial Officer; and any approvals required to be performed by the Mayor shall be performed by Provider by its Executive Director.

#### **17. ENTIRE AGREEMENT**

This MPO contains the entire agreement between the parties with respect to the subject matter hereof; supersedes all prior negotiations, agreements, and undertakings between the parties with respect to such subject matter; and cannot be changed, modified or amended except by agreement in writing signed by both parties.

#### **18. NOTICES**

Except as expressly provided otherwise in the City PHI Terms, all notices required under or relating to this MPO shall be in writing delivered by overnight delivery service to the City department issuing the MPO, as identified on the page titled "Miscellaneous Order," addressed to the attention of the person there identified as "Requisitioner."