

CITY OF PHILADELPHIA

**Proposed Amendments to
POLICY AND PROCEDURE FOR THE
DEBARMENT AND SUSPENSION OF
VENDORS AND CONTRACTORS**

With the exception of subject headings, matter added by amendment is in **bold**
Matter deleted by amendment is in ~~strikeout~~

I. Purpose; Scope and Administration.

A. Purpose.

The purpose of the Policy and Procedure set forth in this document is to ensure that the City's Contractors and vendors are capable of performing in accordance with City Contract requirements and are otherwise Responsible Contractors, and that the contracting process is free of fraud, waste, and abuse. The City seeks to achieve this purpose by identifying and sanctioning, through Suspension and Debarment from contracting activities, those Contractors that have rendered deficient performance or have engaged in other activities that show them to be not Responsible and adversely affect their fitness to contract with the City. Copies of this Policy and Procedure shall be available to the public at the City of Philadelphia Procurement Department, Public Information Unit, 170 Municipal Services Building, 1401 JFK Boulevard, Philadelphia, PA 19102-1685.

B. Scope and Administration.

This Policy and Procedure applies to contracting activities by the Procurement Department and all other City agencies, and to all types of City Contracts, including, without limitation, service, supply and equipment contracts, public works contracts, concessions and professional services contracts. The Procurement Department shall administer this Policy and Procedure, and the Procurement Commissioner and/or representatives of the Procurement Department shall make the determinations and decisions and carry out the actions of the City provided herein, with respect to all types of City Contracts except **Non-Competitively Bid Contracts** ~~contracts for professional services.~~

The administration of this Policy and Procedure with respect to Non-Competitively Bid Contracts covered by Chapter 17-1400 of the Philadelphia Code shall be the responsibility of the Director of Finance and/or representatives of the Director of Finance. For contracts covered by Chapter

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17-1400, the powers and duties of the Procurement Commissioner hereunder shall be powers and duties of the Director of Finance, and the powers and duties of the Procurement Department shall be powers and duties of the Office of the Director of Finance.

The provisions of this Policy and Procedure shall be severable, and if any provision or its application is held to be invalid or unenforceable, the remaining provisions shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law. The headings in this Policy and Procedure do not in any way define, limit, describe or amplify the provisions hereof, or their scope or intent and are not part of the Policy and Procedure. Whenever the context requires, words used in the singular shall be construed to mean or include the plural and vice versa.

II. Definitions.

- A. **Affiliates.** “Affiliate(s)” means any business entity or individual whose relationship with the Contractor is such that either directly or indirectly, (1) one controls or can control the other; or (2) a third controls or can control both; or (3) a similar arrangement exists between business entities or individuals and the Contractor.
- B. **Applicant.** “Applicant” means an individual, corporation, limited liability company, partnership, association, joint venture, or any other legal entity that has filed an application to be awarded a contract covered by Chapter 17-1400 of the Philadelphia Code.
- C. **Bid Solicitation; Bid; Bidder.** “Bid Solicitation” means a public invitation to submit competitive bids for a specific City Contract or City Contracts that is or are issued by the Procurement Department in accordance with Sections 8-200 and 8-201 of the Philadelphia Home Rule Charter. “Bid” means a Contractor's response submitted to the Procurement Department pursuant to a Bid Solicitation. “Bidder” means a Contractor submitting a Bid, signed by the Contractor, to the Procurement Department pursuant to a Bid Solicitation.
- D. **Central Contractor Suspension/Debarment File.** “Central Contractor Suspension/Debarment File” means a centralized file identifying Contractors who have been Suspended, Debarred or declared Ineligible.
- E. **City.** “City” means the City of Philadelphia, Pennsylvania, including its agencies, departments, boards and commissions.
- F. **City Contract(s).** “City Contract(s)” means any contract awarded by the City and/or funded, in whole or in part, by City funds, including, but not limited to, **Non-Competitively Bid Contracts** and contracts awarded by the Procurement Department pursuant to a Bid Solicitation or Request For Proposals, Public Works Contracts and contracts for services, supplies, and equipment.

- G. Contractor. “Contractor” means any person or entity (including officers, directors, partners, principals, employees, agents, **Subcontractor**, holders of five (5) percent or more of the Contractor’s stock, and persons acting on the Contractor’s behalf, and assignees and successors in interest to the Contractor) that directly or indirectly (e.g., through an Affiliate) has entered into a City Contract or seeks to enter into a City Contract. Such term shall also include all vendors of goods and services to the City.
- H. Conviction. “Conviction” means a ~~judgment or~~ conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, including a conviction entered upon a plea of nolo contendere (no contest).
- I. Debar; Debarment. “Debar” or “Debarment” means action taken by the Procurement Commissioner, in accordance with Sections IV, VI and VIII, to prohibit a Contractor from entering into City Contracts, seeking to enter into City Contracts, performing as a Subcontractor on City Contracts and/or imposing other sanctions during the Debarment Period.
- J. Debarment Period. “Debarment Period” means the period of Debarment described at Section VI.D, as determined by the Procurement Commissioner.
- K. Director of Finance. “Director of Finance” means the Director of Finance of the City or his/her designee(s).
- L. Disqualification. “Disqualification” means action taken by the Procurement Department to prohibit a Contractor from submitting a Bid or Proposal pursuant to a specific Bid Solicitation or Request For Proposals issued by the City or to prohibit award of a City Contract pursuant to a specific Bid Solicitation or Request For Proposals, where such prohibition is based on the Procurement Department's determination that the Contractor is not Responsible in relation to the Bid Solicitation or Request For Proposals.
- M. Disposition Agreement. “Disposition Agreement” means a written agreement between the Contractor and the City, acting by and through the Procurement Commissioner, that is entered into prior to the hearing panel provided in Section VI issuing its determination of Debarment which disposes, to the Procurement Commissioner's satisfaction, of the grounds for an intended Debarment.
- N. Ineligible; Ineligibility. “Ineligible” or “Ineligibility” means to be prohibited from award of a City Contract, or from performing as a Subcontractor under a City Contract pursuant to statute, ordinance, Executive Order of the Mayor, regulation, or any other appropriate regulatory authority, including, but not limited to, the Prevailing Wage Act and implementing regulations, City antidiscrimination laws or Executive Orders of the Mayor prohibiting discrimination, the Equal Employment Opportunity Act and Executive Order

11246, the Motor Vehicle Procurement Act, the Steel Products Procurement Act, or the AntiBid-Rigging Act.

- O. Legal Proceedings. “Legal Proceedings” means any civil or criminal proceeding brought by any federal, state or local agency. The term includes appeals from such proceedings.
- P. Procurement Commissioner. “Procurement Commissioner” means the head of the City Procurement Department or his/her designee(s).
- Q. Non-Competitively Bid Contract. **“Non-Competitively Bid Contract,” as defined by Chapter 17-1400 of the Philadelphia Code, means a contract for the purchase of goods or services to which the City or a City Agency is a party that is not subject to the lowest responsible bidder requirements of Section 8-200 of the Charter, including, but not limited to, a professional services contract and any renewal of such contract (other than a renewal term pursuant to an option to renew contained in an executed contract).**
- R. Procurement Department. “Procurement Department” means the Procurement Department of the City.
- S. Public Works Contract(s). “Public Works Contract(s)” means any contract that is awarded by the Procurement Department for the construction, reconstruction, alteration, or repair of any public building or other public work or public improvement.
- T. Request For Proposals (RFP); Proposal; Proposer. “Request For Proposals” or “RFP” means an invitation to Contractors to submit proposals to furnish goods and/or services to the City, pursuant to a City Contract, as specified in the RFP; “Proposal” means a Contractor's response so submitted; and “Proposer” means such a Contractor.
- U. Responsibility; Responsible. “Responsibility” or “Responsible” means the capacity to perform a City Contract in accordance with its terms and requirements. Indicia of Responsibility include financial and other demonstrated capability to perform a City Contract, honesty, integrity, reputation, experience, resources and such other factors as may be determined by law.
- V. Subcontractor. “Subcontractor” means a person or entity who/that has contracted, at any tier, with a Contractor for the performance of all or a part of the work under a City Contract. Subcontractors include, without limitation, suppliers, persons and entities contracting with a Subcontractor to perform work under a City Contract.
- W. Suspend; Suspension. “Suspend” or “Suspension” means action taken by the Procurement Department, in accordance with Sections IV, V and VIII to

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temporarily prohibit a Contractor from entering into a City Contract, seeking to enter into a City Contract, performing as a Subcontractor on a City Contract and/or imposing other sanctions during the Suspension Period pending completion of an investigation of the Contractor's Responsibility to determine whether the Contractor shall be Debarred and/or shall be the subject of Legal Proceedings, as determined by the Procurement Commissioner.

- X. Suspension Period. "Suspension Period" means the period of Suspension described at Section V.D, as determined by the Procurement Department and specified in its notice of intent to Suspend as provided therein.
- Y. Tax Delinquent. "Tax Delinquent" means a Contractor that is not current, as determined by the applicable taxing authority, in the payment of any federal, state, or local taxes, or in the filing of any returns or reports required for such taxes; or that has against it unsatisfied liens, judgments, fees or other debts arising from non-payment of taxes, as determined by the applicable taxing authority. A Contractor shall not, however, be considered a Tax Delinquent for any such taxes or tax period for which the Contractor has filed a timely appeal, or has entered into a written settlement agreement or payment plan that is satisfactory to the local, state, or federal jurisdiction imposing the taxes and has provided documentation of such settlement agreement or payment plan that is satisfactory to the Procurement Commissioner.
- Z. Unbalanced Bid. "Unbalanced Bid" means an offer by a Contractor which (1) contains extremely low prices on items or types of work which are, in the City's sole discretion, unimportant or infrequently ordered or performed, and extremely high prices on items or items of work which are frequently ordered or performed, resulting in an effort to qualify as the low Bidder while charging disproportionately high prices for certain items or types of work; and/or (2) contains prices for phases of the work to be performed early in the project that are, in the City's sole discretion, disproportionately high relative to prices for later phases of the work, resulting in payment of a disproportionately high percentage of the total contract price early in the contract period.

III. Suspension and Debarment.

- A. Where there are sufficient grounds as set forth in Section IV, the Procurement Department may either Suspend a Contractor in accordance with Section V, or propose Debarment of the Contractor in accordance with Section VI.
- B. Debarment shall result in imposition of one or more of the sanctions provided in Section VIII, which include, but are not limited to, prohibiting a Contractor from entering into a City Contract, seeking to enter into a City Contract, and/or performing as a Subcontractor on a City Contract. The Debarment Period shall be determined by the Procurement Commissioner, but shall not exceed three (3)

years, including the period of any Suspension of the Contractor based on the same acts that resulted in the Debarment.

- C. Suspension shall not be in lieu of Debarment but shall serve as the period for investigating the Contractor's Responsibility to determine whether the Contractor shall be Debarred and/or shall be the subject of Legal Proceedings, as determined by the Procurement Commissioner. The Suspension Period shall be for a period of up to six (6) months, as determined by the Procurement Department, **or in the instance of an indictment the Suspension Period may continue for the period of the indictment.** The Suspension Period shall remain in effect until the Procurement Department either removes the Suspension, by written notice to the Contractor, or issues a written notice of proposed Debarment, or the six (6) months maximum Suspension Period expires, **or in the instance of an indictment the Suspension Period may continue for the period of the indictment,** whichever is earlier. During the Suspension Period, and throughout any subsequent Debarment proceedings, the Contractor shall be subject to one or more of the sanctions provided in Section VIII, which include, but are not limited to, prohibiting a Contractor from entering into a City Contract, seeking to enter into a City Contract, and/or performing as a Subcontractor on a City Contract.
- D. **Suspension processes and procedures shall not apply to violations of Philadelphia Code, Chapter 17-1400.**

IV. Grounds for Suspension or Debarment.

A. Acts of the Contractor.

Except as set forth at Section III.D. above, the grounds for Suspension and for Debarment shall be the same. A determination that grounds for Suspension or Debarment exist shall permit, but shall not require, the Suspension or Debarment of the Contractor. The following acts or omissions may, in the discretion of the Procurement Department, be considered in Suspending or Debarring the Contractor:

1. Indictment or Conviction under state or federal statutes for any of the following, except that indictment alone may be a cause for Suspension or Debarment only for such time as the indictment continues:
 - a. a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract;
 - b. fraud, embezzlement, theft, bribery, **extortion**, forgery, falsification or destruction of records, or receiving stolen property;
 - c. a criminal violation of a state or federal antitrust statute;

- d. violation of Racketeer Influence and Corrupt Organization Act, 18 U.S.C. Section 1961 et seq, or the Mail Fraud Act, 18 U.S.C. Section 1341 et seq, for acts in connection with the submission of bids or proposals for a public or private contract;
 - e. conspiracy to commit any act or omission that would constitute grounds for Conviction or liability under any statute described in subsection IV.A.1.d; or
 - f. an offense indicating a lack of integrity or honesty which seriously and directly or indirectly affects Responsibility as a City Contractor;
2. Judgment of civil liability under state or federal antitrust statutes for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
 3. Arrears on any debt or obligation under any City Contract, default as surety or otherwise upon any obligation to the City, or status as a Tax Delinquent;
 4. **With respect to Non-Competitively Bid Contracts, violation of the disclosure requirements of Philadelphia Code Sections 17-1402(1)(b) or 17-1402(1)(e); unless, such disclosure is attested to by a duly authorized agent who has made reasonable inquiry to determine all facts that must be disclosed, who has fully and accurately disclosed all facts revealed by such reasonable inquiry, and who has no actual knowledge of the misstatement or omission, as determined by the City's Director of Finance pursuant to Section 17-1407(3).**
 5. Violation of City Contract provisions, including, but not limited to, the following:
 - a. failure without good cause, in the sole judgment of the City, to perform in accordance with the specifications or within the time limit provided in the City Contract;
 - b. unsatisfactory performance, in the sole judgment of the City, in connection with the terms of one or more City Contract(s); or
 - c. notice of default and/or termination for default under any City Contract;
 6. Disqualification, Suspension or Debarment by the City or another governmental entity or public authority;

7. Making or causing to be made any false, deceptive or fraudulent statement(s) in connection with any City Contract or other government or public contract, Bid, Proposal, prequalification questionnaire, application for work, or document or other information submitted in support of any of the foregoing, or knowledge of, approval of, or acquiescence in any such conduct or statements (the Contractor's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval, or acquiescence);
8. Use of Subcontractors that have been Suspended or Debarred under City Contracts or contracts of another governmental entity or public authority;
9. Refusal to cooperate with reasonable requests of City inspectors and representatives relating to compliance with a City Contract, including, without limitation, the conformance of work performed to City Contract provisions, plans or specifications, or refusal to cooperate with City representatives in any investigation ordered by the Procurement Department pursuant to a Suspension or Debarment of the Contractor under this Policy and Procedure;
10. Improper conduct, including, but not limited to, intentional or negligent billing irregularities; submitting false or frivolous or exaggerated claims; the falsification of documents or records; the willful destruction of documents or records the Contractor had an obligation to maintain; bribery, use of false or deceptive statements to obtain some benefit; causing competition to be restrained or limited; misrepresentation; falsely claiming to be a disadvantaged minority, woman, or disabled business; and other dishonesty incident to obtaining, prequalifying for, or performing any City or other contract; adjudication by a court or administrative entity of competent jurisdiction that the Contractor has violated a City, state, or federal law regulating hours of labor, minimum wage standards, prevailing wage standards, child labor, or discrimination in employment or wages; or violation of any local, state, or federal law, including, without limitation: the minority, woman and disabled owned disadvantaged businesses participation program administered by the City's Minority Business Enterprise Council or its successor agency pursuant to Mayoral Executive Order, environmental law, the Pennsylvania Workmen's Compensation Act, or any other law that directly or indirectly affects performance of a City Contract;
11. Three (3) or more instances, within a period of eighteen (18) months, where the Contractor has been declared Ineligible for a City Contract;
12. Three (3) or more instances where the Contractor's Bid was rejected by the City as an Unbalanced Bid;

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13. Acts or omissions of the Contractor which evade or seek to evade, defeat or seek to defeat, as determined by the Procurement Department, the purpose of this Policy and Procedure;
14. Failure to comply fully with Section V.E;
15. Any other cause that materially affects the capability of the Contractor to perform City Contract requirements.

B. Imputed Conduct.

1. The fraudulent, criminal or other improper conduct of any officer, director, shareholder, partner, employee or other individual or entity associated with a Contractor may be imputed to the Contractor and may be grounds for Suspension or Debarment of the Contractor when the conduct occurred in connection with the individual's/entity's performance of duties for or on behalf of the Contractor, or with the Contractor's knowledge, approval or acquiescence. The Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.
2. The fraudulent, criminal or other improper conduct of a Contractor may be imputed to any officer, director, shareholder, partner, employee or other individual associated with the Contractor who participated in, knew of, or had reason to know of the Contractor's conduct, and such conduct imputed to the individual may be grounds for the Suspension or Debarment of a Contractor with which the individual is associated.
3. The fraudulent, criminal or other improper conduct of one Contractor/business partner participating in a joint venture, partnership or similar arrangement may be imputed to the other participating Contractor(s)/business partner(s) if the conduct occurred for or on behalf of the joint venture or other similar arrangement, or with the knowledge, approval or acquiescence of the other participating Contractors. Acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.

V. Suspension Procedures.

Subject to Section III.D.above, where there are sufficient grounds as set forth in Section IV, the Procurement Department may suspend a Contractor in accordance with this Section V, pending completion of investigation of the Contractor's Responsibility to determine whether the Contractor shall be Debarred and/or the subject of Legal Proceedings.

- A. Notice of Intent to Suspend. Suspension proceedings shall be initiated by the Procurement Department issuing a written notice of intent to Suspend notifying the Contractor and any specifically named Affiliate, officer, employee, or other individual or entity associated with the Contractor of the intent to Suspend, the effective date and the period of the intended Suspension, the grounds for the intended Suspension, the specific sanctions, as set forth in Section VIII, to be imposed during the intended Suspension, and the Contractor's right to oppose the intended Suspension and to a meeting with representatives of the Procurement Department, as set forth in Section V. B.
- B. Contractor's Notice of Opposition; Meeting. Within ten (10) business days after the date of the notice of intent to Suspend, the Contractor may submit information in writing to the Procurement Department opposing the intended Suspension. The Procurement Department will review timely submitted information and notify the Contractor, in writing, whether the Notice of Intent to Suspend is withdrawn, based on the information submitted, or remains in effect. Within forty-eight (48) hours following receipt of notice that the notice of intent to Suspend remains in effect, the Contractor may request, in writing, a meeting with representatives of the Procurement Department, at which meeting the Contractor may present information opposing the intended Suspension verbally and in writing. Such meeting shall be held within thirty (30) calendar days after timely receipt of the Contractor's written request. If the Contractor fails to submit such written information within the specified period of ten (10) business days, or fails to submit its written request for a meeting with representatives of the Procurement Department within the specified forty-eight (48) hour period, then its right to submit such information and/or to such meeting shall be waived and the Suspension shall take effect.
- C. Determination of the Procurement Department. Upon review of the information submitted by the Contractor and following the meeting provided in Section V.B., the Procurement Department shall make a written determination and provide the Contractor with a copy of the determination. If the determination is to Suspend the Contractor, the determination will state the grounds for the Suspension, the Suspension Period, the effective date of the Suspension, and the specific sanctions, as set forth in Section VIII, imposed upon the Contractor during the Suspension Period.
- D. Suspension Period. Suspension shall be for a period of six (6) months or less, as determined by the Procurement Department, and shall be effective as of the date specified in the Department's written determination provided in Section V.C. The Suspension Period shall remain in effect until the Procurement Department either removes the Suspension, by written notice to the Contractor, or issues a written notice of proposed Debarment, or the six (6) months maximum Suspension Period expires, whichever is earlier.

- E. Records to be Made Available. During the Suspension Period, the Contractor shall make available, in the City of Philadelphia, all relevant documents, records, and information to the Procurement Department or other investigating authority. Failure to comply fully with this requirement shall be sufficient grounds for initiating Debarment proceedings in accordance with Section VI.

VI. Debarment Procedures.

Where there are sufficient grounds for Debarment as set forth in Section IV, the Procurement Department may propose Debarment of the Contractor in accordance with this Section VI.

- A. Notice of Intent to Debar. Debarment proceedings shall be initiated by the Procurement Department issuing a written notice of intent to Debar notifying the Contractor and any specifically named Affiliate, officer, employee, or other individual or entity associated with the Contractor of the intent to Debar, the grounds for the intended Debarment, the Contractor's right to oppose the intended Debarment and the Contractor's right to a hearing, as set forth in Section V. B.
- B. Notice of Opposition; Hearing. If the Contractor submits to the Procurement Department its written notice of opposition to the intended Debarment within five (5) business days of the date of the notice of intent to Debar, a hearing shall be conducted pursuant to the Local Agency Law, 2 Pa. C.S. Sections 105, 551-555, and 751-754, at which the Contractor shall have the opportunity to present information in opposition to the intended Debarment. The hearing shall be before a panel of three members, to be composed of the Procurement Commissioner and two heads of departments, chiefs of bureaus or other City officials designated by the Managing Director of the City. The panel shall hear and receive information presented by the Contractor and by the City and shall make findings of fact in support of the determination provided in Section VI.C. If the Contractor fails to submit its written notice of opposition within the specified period of five (5) business days, then its right to such hearing shall be waived.
- C. Determination of the Hearing Panel. Following the hearing provided in Section VI.B. and in consideration of the findings of fact made by the hearing panel and such other factors addressed in the hearing and/or the Procurement Department's investigation of the Contractor's Responsibility as the hearing panel deems to be material, the hearing panel shall make a written determination and provide the Contractor with a copy of the determination. If the determination is to Debar the Contractor, the determination will state the grounds for the Debarment, including the findings of fact on which the determination is based; the Debarment Period; the effective date of the Debarment; and the specific sanctions, as set forth in Section VIII, imposed upon the Contractor during the Debarment Period.

- D. Debarment Period. Debarment shall be for a period of three (3) years or less, as determined by the hearing panel, and shall be effective as of the date specified in the panel's written determination provided in Section VI.C.

VII. Disposition Agreement.

- A. At any time before the hearing panel issues its written determination as provided in Section VI.C, a Contractor may enter into a Disposition Agreement relating to the intended Debarment of the Contractor.
- B. No Disposition Agreement shall be effective unless it is in writing and signed by both the Contractor and the Procurement Commissioner.

VIII. Sanctions.

- A. Suspension or Debarment of a Contractor pursuant to this Policy and Procedure may result in prohibition of the Contractor from participating in any one or more of the following:
1. award of a City Contract;
 2. seeking to perform as a Contractor or subcontractor for City contracts, or performing as a Contractor or Subcontractor for existing City Contract(s);
 3. pre-qualifying or attempting to pre-qualify as a Bidder for City Contracts;
 4. performing or renewing, modifying, or amending any existing City Contract; and/or
 5. submitting Bids or Proposals for City Contracts in response to any Bid Solicitation or RFP or other solicitation document or process of the City.
- B. The sanctions listed in Section VIII.A and B may be imposed with respect to Bid Solicitations, RFPs, and contracts for or by a single City agency, all City agencies, or any combination of City agencies; and/or with respect to Bids, RFPs, and City Contracts for a single type of goods or services, for all types of goods and services, or for any combination of types of goods and/or services.
- C. In Suspending or Debarring a Contractor, conditions may be imposed, as deemed appropriate by the City, on the Contractor's performance of existing City Contracts that remain in effect, and on activities relating to City contracting subsequent to the expiration of any Suspension Period or Debarment Period; including, without limitation, monitoring the Contractor's submission of Bids and Proposals, inspecting its performance under existing or future City Contracts, and requiring an audit of invoices and payments relating to future City Contracts.

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- D. The hearing panel provided in Section VI. may, at its discretion, reduce the Debarment Period or extent of Debarment, upon the Contractor's written request, supported by documentation, for the following reasons:
1. Newly discovered material evidence;
 2. Reversal of a Conviction or civil judgment upon which the Debarment was based;
 3. Bona fide change in ownership or management;
 4. Elimination of other causes for which the Debarment was imposed.
- E. The City may exercise any or all of the rights and 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 may determine. The rights and remedies of the City as described herein are not exclusive and are in addition to any other rights or remedies available to the City herein, at law or in equity.

IX. Central Contractor Suspension/Debarment File and Contractor File.

- A. **For contracts not covered by Chapter 17-1400 of the Philadelphia Code, the Procurement Department shall maintain a Central Contractor Suspension/Debarment File, identifying Contractors who are currently Suspended, Debarred, and/or declared Ineligible by the City.**
1. The Central Contractor Suspension/Debarment File shall include the following information:
 - a. the name of the Contractor and its principals;
 - b. the effective date, duration, and termination date of the Debarment Period, Suspension Period, or declaration of Ineligibility;
 - c. a statement of the sanctions imposed under the Suspension or Debarment, as set forth in Section VIII.
- B. **For contracts covered by Chapter 17-1400 of the Philadelphia Code, the Finance Department shall maintain a Contractor File, containing a copy of each written notice and final determination required under Section VI above, which summary shall include the following information:**
1. **the name of the Applicant or Contractor and its principals;**
 2. **the contract for which the Applicant applied or the contract which the Contractor was awarded;**

3. findings as to any material misstatement or omission set forth in the final determination; and,
 4. the penalties to which the Applicant or Contractor is subject.
- C. The communication of information described under this Section IX among City departments and between the City and the public, shall adhere to the following formats:
1. For Suspensions, the Finance Department shall utilize its internal intranet to post the vendors and their suspension end date;
 2. For Debarments, the Finance Department shall utilize the City's public internet (www.phila.gov) to post the debarred vendors along with their debarment end date;
 3. For all other penalties, including but not limited to fines under Section 17-1400 of the Philadelphia Code, the Finance Department shall utilize the City's public internet to post the penalized vendors and the nature and date of the penalty;
 4. The Department of Records shall keep a copy of the determinations hereunder on file.

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Tara Mohr/MDO/Phila

12/22/2006 09:40 AM

To Jeanne Reedy/RECORDS/Phila@Phila

cc Michelle Lai/FINANCE/Phila@Phila, Susan
Kretsge/MDO/Phila@Phila

bcc

Subject Fw: Debarment Policy

Jeanne:

I've heard that Michelle sent this to you a week or so ago. I just wanted to check in and make sure that it got publicly posted for the 30-day inspection and comment period. Once that period is completed, can you make sure to let all of us know that it's over and whether there were any public comments: Vince Jannetti, Michelle Lai, Susan Kretsge, Hope Caldwell, and me?

Thank you so much for your help!

Tara

----- Forwarded by Tara Mohr/MDO/Phila on 12/22/2006 09:26 AM -----

Tara Mohr/MDO/Phila

12/01/2006 11:18 AM

To Michelle Lai/FINANCE/Phila

cc Susan Kretsge/MDO/Phila@Phila, Hope
Caldwell/Law/Phila@PHILA

Subject Fw: Debarment Policy

Michelle:

We have worked with Law on this Debarment Policy and it's final (for now). Since they are regulations, they have to be sent to the Dept of Records who will then submit to a publication for a 30-day public inspection and comment period. The updates to the original debarment policy concern actions of the Finance Director as specified under Chapter 17-1400. We were hoping that you would be so kind as to forward the regulations to the Dept of Records. Jeanne Reedy is the point person, though I'm sure the Commissioner should be copied. If you have any question or concerns, feel free to contact Hope.

When you send to Jeanne, you will ask her to let all of us know when the public comment period is over and whether there were any public comments. Us includes: you and Vince, Susan, me, and Hope.

Thanks!

Tara

----- Forwarded by Tara Mohr/MDO/Phila on 12/01/2006 09:12 AM -----

Hope Caldwell/Law/Phila

11/30/2006 04:55 PM

To Tara Mohr/MDO/Phila@Phila, Susan
Kretsge/MDO/Phila@Phila

cc Cheryl Kritz/Law/Phila@Phila, Michelle
Flamer/Law/Phila@Phila

Subject Debarment Policy



Tara and Sue,

See attached amended Debarment Policy which amends the current policy to include provisions for 17-1400. Please note, that we expect further revisions to the policy in the future, however, we do not expect them to impact the additions regarding 17-1400.



Regards, Debarment Regulations inc. 17-1400.113006.doc

Hope Caldwell
Assistant City Solicitor

City of Philadelphia

215.683.5058 (phone)

215.683.5069 (fax)