



**REQUEST FOR PROPOSALS
for a
GENERAL AIRPORT CONSULTING SERVICES
for The
CITY OF PHILADELPHIA**

Issued by:
THE CITY OF PHILADELPHIA ("City")
Department of Commerce
Philadelphia International Airport

All proposals must be submitted electronically to the correct contract opportunity established for this RFP (identified by opportunity number), through the eContract Philly online application process at <https://philawx.phila.gov/econtract/>. Applicants who have failed to file complete applications through the eContract Philly online application process will not be considered for the contract.

Proposals must be received no later than 5:00 p.m. Philadelphia, PA, local time, on FEBRUARY 17, 2022 .

Mandatory Pre-Proposal Conference:
Date: FEBRUARY 3, 2022
Time: 2:00 pm
Location: : VIRTUAL (no in-person attendance) via Microsoft Teams, see [Section IV.C](#) of this RFP

James Kenney, Mayor
City of Philadelphia

Rochelle Cameron, Chief Executive Officer
Philadelphia International Airport

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I. Project Overview

A. The Introduction; Statement of Purpose

City of Philadelphia (“City”), Department of Commerce, Division of Aviation (“Division”) or (“Aviation”) seeks qualified Applicants (“Applicant(s)”) to provide comprehensive, professional airport consulting services in the areas of airport finance, concession development, airport-airline use and lease agreements, airport facilities utilization and other airport-related activities at Philadelphia International Airport (“PHL” or the “Airport”) and Northeast Philadelphia Airport (“PNE”).

B. Department Overview

The City administers the day-to-day operations of the Airport through Aviation, under the direction of its Chief Executive Officer (“CEO”). The Chief Financial Officer or her designee will manage the work performed by the Applicant.

C. Project Background

Philadelphia Airport System

PHL is classified by the Federal Aviation Administration (“FAA”) as a large air traffic hub (enplaning 1.0% or more of the total passengers enplaned in the U.S.). According to data reported for calendar year 2019 by Airports Council International – North America, PHL was ranked the twentieth busiest airport in the United States, serving 33.0 million passengers; nineteenth busiest in the nation for aircraft operations; and fifteenth busiest in the nation for cargo tonnage.

The Airport serves residents and visitors from a broad geographic area that includes eleven counties within four states: Pennsylvania, New Jersey, Delaware, and Maryland. The Airport System consists of the following:

(a) Philadelphia International Airport

PHL has approximately 2,598 acres located partly in the southwestern section of the City and partly in the northeastern section of Delaware County, about 7.2 miles from Center City Philadelphia. The Airport’s runway system consists of parallel Runways 9L-27R and 9R-27L, crosswind Runway 17-35, commuter Runway 8-26, and interconnecting taxiways. PHL’s terminal facilities consist of seven terminal units totaling approximately 3.3 million square feet and include ticketing areas, passenger and baggage screening areas, passenger hold rooms and other amenities, baggage claim areas, a variety of food, retail and service establishments, and other support areas.

Outside of the PHL terminal area, PHL also has the following: six active cargo facilities; various support buildings; training areas; an air traffic control tower; a fixed-base operator; corporate hangars; a fueling supply facility; two American Airlines aircraft maintenance hangars; a first-class office complex; a 14-story hotel; seven rental car facilities; a cell-phone lot; employee parking lots; and five public parking garages.

(b) Northeast Philadelphia Airport

PNE is located on approximately 1,118 acres situated within the City limits, ten miles northeast of Center City Philadelphia. PNE serves as a reliever airport for PHL and provides for general aviation, air taxi, corporate, and occasional military use. The airport currently has no scheduled commercial service. There are presently 85 T-hangars, ten corporate hangars and six open hangars for general aviation activities.

Diversity, Equity, and Inclusion Mission

The Transportation Research Board - Airport Cooperative Research Program (ACRP) defines Diverse Workforce as a workforce that includes individuals with historically disadvantaged backgrounds, including minorities and women. The workforce includes both internal and external employees at airports. Internal workforce refers to staff employed directly by the airports. External workforce refers to staff employed by contractors, vendors, airlines, and other firms working at or for the airport.

The Division shares the ACRP's commitment to advancing cultural diversity within airport business contracting and workforce programs as a means of promoting inclusion of key staff from various social, racial and ethnic backgrounds. The Division believes that significant value can be derived from increasing the diversity of an airport's staff and workforce. A wider representation of viewpoints, backgrounds, experiences, and skill sets enhances the work environment.

The Division is committed to diversity, equity and inclusion. As such, it desires for its contractors to prioritize diversity, equity and inclusion within their organization. Accordingly, we ask that upon entering a contract with the Division, your company agrees to operate inclusively and to its best effort build a diverse management team of qualified professionals that reflects the makeup of the community at large.

D. Request for Proposals

The City intends to enter into professional services contracts with one or more qualified Applicant(s) to provide general airport consulting services listed in introduction above, on an on-call or as-needed basis. Applicants must possess extensive, substantial, direct and relevant experience in performing services as described herein. Any such services at a major metropolitan airport should be highlighted. The Airport shall consider the demonstrated experience, skills, scope and distinctiveness of quality of services.

E. General Disclaimer of the City

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

preparing and submitting a proposal in response to this RFP or for any costs and expenses incurred in meeting with, or making oral presentations to, the City if so requested.

F. Title VI Solicitation Notice

The Airport, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations issued thereunder (49 CFR Part 21), hereby notifies all Applicants that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

II. Scope of Work

A. Project Details

The Department's objective for this project is to provide comprehensive, professional consulting services to assist Aviation with services in the areas of airport finance, concession development, airport-airline use and lease agreements, airport facilities utilization and other airport-related activities, details are noted in the scope of work.

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

B. Services and Tangible Work Products

The Department requires at least the services listed below, including the specific tasks and work activities described. Applicant's proposed scope of work should state in detail how it will carry out each task, including the personnel/job titles (as identified in Section G, *Organizational and Personnel Requirements*) responsible for completing the task. For each service specified, the Applicant should propose criteria to determine when the tasks comprising the service are satisfactorily completed. Applicants may propose additional or revised tasks and activities but should explain why each is necessary to achieve the project objectives.

The Applicant shall propose a project team consisting of members of its staff and any subconsultants that, in total, have all the disciplines required to complete the project requirements. The proposed project team shall include engineers and/or design personnel and others with the pertinent expertise required to undertake and complete the work. The Applicant, in coordination with its subconsultants and project team, shall provide the services essential to completion of the project.

Below are examples of the types of services that the successful Applicant may be requested to provide.

1. Airline Rates and Charges

The successful Applicant may provide the following services in support of the Airports' airline rates and charges model on an as-needed basis:

- a. Assist Aviation staff in the preparation of the Airline Rates and Charges model and reports used to calculate the airlines' landing fees, rental rates and other charges in accordance with the provisions of the Airport Airline Use and Lease Agreement. Assist in forecasting airport activity and the financial impact of the Airports' construction program; Assist with development of multi-year financial forecasts.

- b. Periodically assist with updating the airline rates and charges model to incorporate new facilities, revised revenue/expense/debt allocations, revised construction schedules, revised space allocations and configurations, and to extend the model into the future.
- c. Support software conversions or upgrades of the model to enhance its performance.
- d. Develop alternative scenarios for proposed new facilities. The scenarios may involve alternate costs proposals, project phasing options, financing options (bonds, grants, PFCs, etc.), and size and space configurations (various allotments of space to the public, airlines, tenants and concessionaires).
- e. Prepare, and/or review, preliminary and final rate calculations, mid-year rate adjustments, if necessary, and year-end settlement schedules.
- f. Provide backup support for running the rates and charges process and assist in training new Aviation personnel with assigned responsibilities within rates and charges.

2. Debt Financing

The successful Applicant may provide the following services in support of the issuance of Airport debt, including taxable, AMT and non-AMT commercial paper, bonds or other financing instruments:

- a. Prepare feasibility studies to support the issuance of airport revenue bonds.
- b. Prepare the “Report of the Airport Consultant” with a focus on the Greater Philadelphia Metropolitan Statistical Area’s ability to support projected air traffic levels and the Airports’ financial condition to meet projected operating expenses and to pay existing and future debt. Preparation of this Report may include:
 - 1) A review of the Greater Philadelphia Statistical Area and the passenger market base to determine the market’s strengths and potential for growth. The review should include a description of pertinent socioeconomic and demographic data, projections, and the impact of such data on the Airport and its passenger traffic.
 - 2) A projection of the revenues (both airline and nonairline), operations and maintenance expenses, and future debt service issuances during the forecast period. The financial projections will be based on a number of factors including, but not limited to: aviation activity projections; historical financial trends; existing and proposed leases with tenants and users of the Airport; inflationary impacts; impacts of all on-going and proposed capital construction projects; and staffing and maintenance requirements of new facilities.
 - 3) Prepare the “Report of the Airport Consultant,” in a form suitable for inclusion in the Official Statement.
- c. Participate in the development of the “Preliminary Official Statement (“POS”),” “Official Statement (“OS”)” and other related financing documents through coordination with the Financial Advisors, Bond/Disclosure Counsel, Underwriter(s), and other members of the financing team. The Consultant will review the documents to confirm the accuracy of data presented and to ensure that no conflicts exist among the various documents regarding numbers, terms, definitions, restrictions, and conditions.
- d. Participate in presentations to the rating agencies. Provide assistance in the planning and development of the rating agency presentation approach and prepare and participate in practice sessions and the final presentations. Assist Airport staff during rating agency annual credit reviews.

- e. Participate in due diligence meetings for a bond sale or other financing when the information provided by the Applicant is included in an Official Statement or other offering documents.
- f. Participate in marketing the bonds, as required.
- g. Provide the certificate pertaining to the “Additional Bonds Test,” as provided in the “General Airport Revenue Bond Ordinance.”

3. General Airport Finance

The successful Applicant may provide the following services to support Aviation’s Finance and Executive teams:

- a. Assist in the negotiation of and updating exhibits in the “Airline Use and Lease Agreement;” assist in evaluating and implementing ancillary airline fees and charges that may be required as a result of Airline-Airport negotiations; and evaluate the effect of proposed changes to the Use and Lease Agreement structure requiring changes to terminal space classifications and leasehold definitions.
- b. Prepare majority-in-interest reports on proposed capital expenditures for submission to the signatory airlines, including calculation of the airline rates and charges effect of such capital expenditures.
- c. Prepare annual rate coverage compliance test.
- d. Assist the preparation of any new or amendments to Passenger Facility Charge (PFC) applications.
- e. Review Auto-CAD terminal space drawings and space classification periodically; provide consultation and analysis to the Airport for various space issues as they relate to property management and Rates and Charges; develop pro forma analysis of airline fees and charges for various leasehold scenarios aiding management in the evaluation of the cost to prospective new tenants or the relocation of existing tenants; and assess current leasing practices at the Airport concerning changing industry practices and standards.
- f. Assist the Airport in the development and maintenance of property management databases and reporting tools used to monitor airport tenant lease terms and to track terminal concession sales by location; and assist the Airport in the restructuring of data and leaseholds contained in existing databases as new tenant leaseholds require.
- g. Assist in seeking the award of federal and state funds for Aviation initiatives.
- a. Analyze current revenue-producing activities, including ground transportation, public parking, and airport concessions, including recommendations and comparisons with comparable airports; and assist the Airport in developing revenue policies and procedures.
- h. Assist in the preparation of Airline Competition Plan updates pursuant to the provisions of AIR-21 enacted in April 2000.

4. Financial Reporting and Analysis

The Applicant may provide assistance, as required, to Aviation staff in the following areas:

- a. Develop business plans for Airport facilities and operations; prepare cost/benefit and other analyses, such as concession planning; utilization of air cargo facilities; term facility equipment and use; and Airport property development.
- b. Produce monthly, quarterly and annual financial dashboard and related documents.

- c. Prepare financial and operational forecasts.
- d. Develop or review key financial and operational performance indicators for the Airport; assist in benchmarking the Airports' performance against their peers.
- e. Research, plan and implement new accounting systems.
- f. Consult on proper accounting for financing transactions, to include commercial paper, long-term bonds, or other financing instruments
- g. Prepare recommendations to the processes to improve reports and strengthen financial and internal controls.

5. Special Studies

The successful Applicant may provide special studies as requested by the Airport. The following are examples of potential special studies:

- b. Financial projections: analyze the future financial impact of proposed development plans for PHL, including a projection of future operating and maintenance expenses, concession revenues and revenues required from the airlines.
- c. Air traffic forecasts/updates: prepare air traffic and other activity forecasts for the Airports as necessary to evaluate the financial feasibility of the planned improvements at each airport.
- d. Concession analysis: assist staff in determining the specific type and location of concessions to be included in any new facilities, as well as considering possible revisions to concession policies in existing facilities. Provide concession operational and business model analyses.
- e. Prepare process reviews, analyze best practices and provide gap analyses for Airport business and operational functions on an as-needed basis.

6. Other

The successful Applicant may be required to perform the following examples of administrative tasks.

- a. Prepare and update a monthly schedule for each assignment that shows projected duration and completion dates for the activities required.
- b. Organize and conduct meetings held by the Applicant with staff, other consultants and subcontractors as required. Meeting minutes are to be taken by the Applicant and distributed to the appropriate parties following each meeting.
- c. Any other work as deemed necessary by the Airport or required by or usual to Category X airports.

7. Ownership of Materials

The City shall maintain sole and absolute property rights to and unrestricted use of any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, music, sketches, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other deliverables or work or recorded information in preliminary or final forms and on any media (collectively, "Materials") created by the successful Applicant(s) or its subcontractor(s) and paid for by the City under a contract entered into pursuant to this RFP. The successful Applicant(s) or its subcontractor(s) shall be required to disclose all such items to Aviation.

To the extent that any Material developed by or for the successful Applicant(s) or its subconsultant(s) embodies a copyrightable work, including, but not limited to, a “compilation” as that term is used in 17 U.S.C. § 101, as amended from time to time, such copyrightable material shall be considered as one or more “works made for hire” by the successful Applicant(s) or its subcontractor(s) for the City, as that term is used in 17 U.S.C. §§ 101 and 201(b), as amended from time to time. The successful Applicant will be required, and will be required to cause its Subcontractor(s) to assign and execute instruments evidencing assignment, all copyrights in all of such works to the City.

The successful Applicant(s) and/or its subcontractors shall be required to provide the City with intellectual property indemnification and limitation of liability. The successful Applicant(s) shall be required to (i) defend Aviation against any third party claim that the design, work, or materials provided by the successful Applicant(s) to Aviation infringe upon any patent, copyright or other intellectual property right and (ii) assume the responsibility for the resulting costs and damages finally awarded against Aviation by a court of competent jurisdiction or the amount stated in a written settlement signed by the successful Applicant.

C. Hours and Location of Work

Aviation’s normal hours of operation are 7am to 5pm for office activities. This is an on-call contract; therefore the successful Applicant(s) hours will be determined by Aviation when and if services are required. The successful Applicant will be expected to begin work on any assignment within seven (7) calendar days and to work diligently to complete work in a timely manner.

D. Monitoring; Security

By submission of a proposal in response to this RFP, Applicant agrees that it will comply with all contract monitoring and evaluation activities undertaken by the City, and with all security policies and requirements of the City and the Transportation Security Administration (“TSA”). Applicants are required to comply with Section 7 of the Airport Rules and Regulations regarding Airport Security. To review Section 7, contact Airport Security at 215-937-5452. The Applicant’s personnel may be required to display in full view a specific identification badge to be issued by Aviation. Background checks of personnel may be required. Background checks, fingerprinting (\$32), and badging (\$33) costs for each employee are the responsibility of the Applicant, if required. In the event that the Applicant is privy to any Airport security information, the Applicant and all of its personnel and subcontractors (if any) shall be subject to Title 49 Code of Federal Regulations (CFR) Part 1520. Security will be maintained in accordance with TSA Regulations under the provisions of 49 CFR Part 1542. Failure to comply with the City’s and TSA’s rules and regulations shall be a material breach to the contract and, in addition to all other rights and remedies of the City under the contract, at law or in equity, the City shall be entitled to terminate the contract without liability to the City, and upon such termination, the Applicant shall be liable to the City for all outstanding fees and charges and all costs, including attorney costs, expenses and damages arising out of such termination.

E. Reporting Requirements

The successful Applicant(s) will be required to submit weekly updates regarding progress of assigned tasks in spreadsheet format detailing contract funding, tasks assigned, progress of phase of each task, etc. The successful Applicant(s) shall report to the Aviation on a regular basis regarding the status of the project and its progress in providing the contracted services and/or products. At a minimum, the successful Applicant(s) shall submit a monthly invoice detailing the services and/or products provided, the goals/tasks accomplished, and the associated costs. If hourly rates are charged, the invoice must also detail the number of hours, the hourly rate, and the individual who performed the service. The successful Applicant(s) shall prepare and provide any report or survey or analysis requested by Aviation.

F. Compensation

It is expected that the successful Applicants(s) will be awarded “not-to-exceed” on-call contract(s). The amounts will be based on agreed hourly billing rates for specific categories of personnel. Applicants must state hourly rates for all personnel, identified by education level, skill set, experience level, and job title, who will perform work under any contract resulting from this RFP. As an on-call agreement, there is no minimum monetary amount specified under the agreement. Furthermore, the City does not guarantee that each successful Applicant will receive an assignment during the course of the agreement. The monetary amount will be based upon agreed hourly billing rates and time, and any subconsultant or contractor costs. The City will only reimburse a successful Applicant for its actual out-of-pocket expenses, no fee or other mark-up will be allowed on direct expenses or sub-consultant costs.

G. Organization and Personnel Requirements

The proposal must identify all personnel who will perform work on the project, by education level, skill set (described in detail), experience level, and job title. Resumes of all personnel so identified should be included in Applicant’s proposal. The Department expects the following with respect to the successful Applicant’s organizational structure and personnel:

1. Project Manager

The successful Applicant(s) shall appoint a Project Manager who will be the point of contact for all Aviation assignments. The Project Manager should be readily available, and be capable of obtaining prompt responses from the various parts of the Applicant(s) organization.

2. Subcontractors


The successful Applicant is expected to assemble a staff as described above, which may consist of employees of the Applicant and qualified subcontractors. All subcontractors are subject to approval by the City. Prior to contract execution, the successful Applicant will be required to furnish the corporate or company name and the names of the officers and principals of all subcontractors. Notwithstanding any such approval by the City, the successful Applicant shall itself be solely responsible for the performance of all work set forth in any contract resulting from the RFP, and for compliance with the price and other terms provided in the contract. The

successful Applicant shall cause the appropriate provisions of its proposal and the contract to be inserted in all subcontracts.

The City's consent to or approval of any subcontract or subcontractor proposed by a successful Applicant shall not create or purport to create any obligation of the City to any such subcontractor, or any form of contractual relationship or relationship of privacy between the City and the subcontractor.

3. Other Consultants

When it is determined that an assignment requires the participation of other consultants, the Airport, at its sole discretion, may assign another consultant who is under contract to the City. The successful Applicant will be expected to cooperate in any joint efforts that may be required. For any related specialized services for which the successful Applicant is not qualified and for which the Airport does not have a qualified consultant under contract, the successful Applicant may be asked to hire the appropriate consultants as a sub consultant.



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

A. Proposal Format

Proposals submitted in response to this RFP must include a cover letter signed by the person authorized to issue the proposal on behalf of the Applicant, and the following information, in the sections and order indicated, page limit is 150 pages (8.5" x 11"):

1. Table of Contents

2. Introduction/Executive Summary

Provide an overview of the services being sought and proposed scope of services.

3. Applicant Profile

Provide a narrative description of the Applicant itself, including the following:

a. Applicant's business identification information, including name, business address, telephone number, website address, and federal taxpayer identification number or federal employer identification number;

b. A primary contact for the Applicant, including name, job title, address, telephone and fax numbers, and email address;

c. A description of Applicant's business background, including, if not an individual, Applicant's business organization (corporation, partnership, LLC, for profit or not for profit, etc.), whether registered to do business in Philadelphia and/or Pennsylvania, country and state of business formation, number of years in business, primary mission of business, significant business experience, whether registered as a minority-, woman-, or disabled-owned business or as a disadvantaged business and with which certifying agency, and any other information about Applicant's business organization that Applicant deems pertinent to this RFP.

4. Project Understanding

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

5. Proposed Scope of Work

Provide a proposed scope of work, in accordance with Section II of this RFP, including the following:

a. Work Plan

- Organization Chart for the project team, indicating the names and titles of the prime Applicant and each proposed sub consultant;
- Detailed listing and description of all tasks expected to be performed by the project team and the division of responsibility for performing said tasks between the prime Applicant and sub consultants;
- Identify the tools that are intended to be used to manage the project elements;
- Fully describe how the project team will approach quality control; and

b. **Staffing Plan**

- Organizational Chart for the proposed team, identify key team members, and define where work will be performed;
- A listing of the staff members for the prime Applicant and each sub consultant who are expected to be assigned to work under this contract, with title and description of each person's duties. The list should clearly indicate the Airport's contact and measures taken to maintain client service continuity and satisfaction. The list will also include specific owners and officers and/or partners authorized to bind the company to the provisions of the proposal;
- Resumes of all key staff listed for the prime Applicant and sub consultants and other commitments of key staff; and
- Note any professional registrations and/or certifications of applicable proposed staff, copies not required.

6. Cost Proposal

For the "Staffing Plan," listed above, provide title and hourly billing rate range proposed for the first year of the contract. The proposed billing rate must include all costs associated with the performance of the services specified, including materials, supervision, labor, insurance, transportation, delivery, travel, fuel or other charges, and related costs. All prices and fees must be presented in U. S. dollars. Provide this information for all Applicant's proposed staff (eg. Owner/Principal or Project Manager, etc.). No fee or other mark-up will be allowed on direct expenses or sub-consultant costs.

7. Statement of Qualifications; Relevant Experience

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

8. References

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

9. Proposed Subcontractors

State the intention to use subcontractors to perform any portion of the work sought by this RFP. For each such subcontractor, provide the name and address of the subcontractor, a description of the work Applicant intends the named subcontractor to provide, and whether the subcontractor can assist with fulfilling goals for inclusion of minority, woman, or disabled-owned businesses or disadvantaged businesses as stated in Appendix B. Note that if subcontractors at any tier may perform services arising directly out of a City contract resulting from this RFP, Applicants must

inform them of the City's minimum wage and benefits requirements and must require them to comply with such requirements. ([See Section III.F](#) for more information.)

9. Requested Exceptions to Contract Terms

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

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

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

11. Tax and Regulatory Status and Clearance Statement

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

12. Disclosure of Litigation; Disclosure of Administrative Proceedings

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

13. Statement of Financial Capacity

Provide documentation demonstrating fiscal solvency and financial capability to perform the work sought by this RFP. Provide a general, independent statement of the Applicant's financial condition in addition to one or both of the following:

- Applicant's most recent audited or unaudited financial statements;
- Most recent IRS Form 990 (for non-profit organizations only).

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

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

15. LGBTQ-Owned Business Data Collection (Optional if applicable to Applicant and/or Applicant's proposed subcontractors)

As part of the City's commitment to diversity, equity and inclusion in all aspects of City procurement, the City is collecting data to identify the number of companies beneficially owned and controlled by Lesbian, Gay, Bisexual, Transgender and Queer persons who wish to do business with the City (collectively, "LGBTQ businesses"). The data will be used to identify the number of LGBTQ businesses currently doing business with the City. It will also assist in efforts to include LGBTQ certified businesses into the City's vendor database. Response to this form, Appendix E, is voluntary. ([See Section III.I](#))

16. Disclosure Requirements

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

17. Defaults

Provide a description, in detail, of any situation occurring within the past five (5) years in which the Applicant, or a joint venture or partnership of which Applicant was a part, defaulted or was deemed to be in noncompliance of any contractual obligations, explaining the issues involved in the default, the outcome, the actions taken by Applicant to resolve the matter. Also provide the name, title and telephone number of the party to the contract who asserted the event of default or noncompliance or the individual who managed the contract for that party.

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

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

For any contract awarded for work to be performed on or after July 1, 2019 the City has instituted a policy of making all of its payments under the contract through electronic deposits into the awarded entity's designated bank account. Before any City payments are made, the awarded entity will be required to supply the City with the information necessary for the City to initiate electronic payments by completing one of the electronic payment processing enrollment forms available on the City's vendor portal at <https://secure.phila.gov/finance/vendorpayments>. Applicants awarded a contract before July 1, 2019 are encouraged to complete one of the electronic payment processing enrollment forms before the conversion to electronic payments becomes mandatory. The City intends to stop issuing paper checks.

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

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

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

C. Health Insurance Portability and Accountability Act (HIPAA)

The work to be provided under any contract entered into pursuant to this RFP may be subject to the federal Health Insurance Portability and Accountability Act (HIPAA), as amended, and/or other state or federal laws or regulations governing the privacy and security of health information. The selected Applicant must comply with the “Terms and Conditions Relating to Protected Health Information” which are posted on the City’s website at <https://philawx.phila.gov/econtract/> under the “About” link and which will be incorporated into the contract by reference.

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

Each Applicant is subject to the provisions of Mayoral Executive Order 01-21, the City’s Antidiscrimination Policy, and is required to exercise its “Best and Good Faith Efforts” in response to the ranges specified in the Appendix B-1 portion of Appendix B, included with this RFP for participation by Minority Business Enterprises (“MBE”), Woman Business Enterprises (“WBE”) and Disabled Business Enterprises (“DSBE”) (collectively, “M/W/DSBE”) as those terms are defined in Executive Order 01-21. Forms, instructions and special contract provisions for the Antidiscrimination Policy explain these requirements in more detail and are included in Appendix B-1 to this RFP. Applicants are required to complete and return with their proposals the “Solicitation for Participation and Commitment” form which is included in Appendix B-1. The

City encourages proposals from M/W/DSBE Applicants. M/W/DSBE Applicants, like all other Applicants, are required to submit a proposal that is responsive to the Antidiscrimination Policy. The M/W/DSBE Applicant will receive credit towards the participation range for its certification category (i.e., MBE range, WBE range or DSBE range).

If Applicant is a nonprofit organization, Mayoral Executive Order 01-21 requires nonprofit Applicants to document their diversity policies. Applicants that are nonprofit organizations should refer to the special contract provisions and instructions attached to this RFP as Appendix B-2. Included in Appendix B-2 is the form, “Diversity Report of Nonprofit Organizations,” which should be completed and returned with proposals submitted by nonprofit Applicants in addition to the Solicitation for Participation and Commitment form.

E. The Philadelphia Tax and Regulatory Status and Clearance Statement

It is the policy of the City of Philadelphia to ensure that each contractor and subcontractor has all required licenses and permits and is current with respect to the payment of City taxes or other indebtedness owed to the City (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), and is not in violation of other regulatory provisions contained in the Philadelphia Code. To assist the City, through its Department of Revenue and Department of Licenses and Inspections, in determining this status, each Applicant is required to submit with its proposal the certification statement entitled City of Philadelphia Tax and Regulatory Status and Clearance Statement which is attached to this RFP as Appendix C.

If the Applicant is not in compliance with the City’s tax and regulatory codes, an opportunity will be provided to enter into satisfactory arrangements with the City. If satisfactory arrangements cannot be made, Applicants will not be eligible for award of the contract contemplated by this RFP.

The selected Applicant will also be required to assist the City in obtaining the above information from its proposed subcontractors (if any). If a proposed subcontractor is not in compliance with City Codes and fails to enter into satisfactory arrangements with the City, the non-compliant subcontractor will be ineligible to participate in the contract contemplated by this RFP and the selected applicant may find it necessary to replace the non-compliant subcontractor with a compliant subcontractor. Applicants are advised to take these City policies into consideration when entering into their contractual relationships with proposed subcontractors.

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

Applicants need not have a City of Philadelphia Business Income and Receipts Tax Account Number (formerly Business Privilege Tax Account Number) and Commercial Activity License Number (formerly Business Privilege License Number) to respond to this RFP, but will, in most circumstances, be required to obtain one or both if selected for award of the contract contemplated by the RFP.¹ Applications for a Business Income and Receipts Tax Account Number or a

¹ Applicants that have a Business Privilege Tax Number should use that number, as it is automatically their Commercial Activity License Number, and need not apply for a new Commercial Activity License Number.

Commercial Activity License² may be made on line by visiting the City of Philadelphia Business Services Portal at <https://www.phila.gov/services/business-self-employment/business-taxes/> and clicking on “Get a tax account.” If you have specific questions, call the Department of Revenue at 215-686-6600 for questions related to City of Philadelphia Business Income and Receipts Tax Account Number or the Department of Licenses and Inspections through 215-686-8686 for questions related to the Commercial Activity License.

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

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

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

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

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

G. Certification of Compliance with Equal Benefits Ordinance

If this RFP is a solicitation for a “Service Contract” as that term is defined in Philadelphia Code Section 17-1901(4) (“A contract for the furnishing of services to or for the City, except where services are incidental to the delivery of goods. The term does not include any contract with a governmental agency.”), and will result in a Service Contract in an amount in excess of \$250,000, pursuant to Chapter 17-1900 of the Philadelphia Code (*see* footnote 3 for online access to the Philadelphia Code), the successful Applicant shall, for any of its employees who reside in the City, or any of its employees who are non-residents subject to City wage tax under Philadelphia Code Section 19-1502(1)(b), be required to extend the same employment benefits the successful Applicant extends to spouses of its employees to life partners of such employees, absent a waiver by the City under Section 17-1904. By submission of their Proposals in response to this RFP, all Applicants so acknowledge and certify that, if awarded a Service Contract pursuant to this RFP, they will comply with the provisions of Chapter 17-1900 of the Philadelphia Code and will notify their employees of the employment benefits available to life partners pursuant to Chapter 17-1900. Following the award of a Service Contract subject to Chapter 17-1900 and prior to execution of the Service Contract by the City, the successful Applicant shall certify that its employees have received the required notification of the employment benefits available to life partners and that such employment benefits will actually be available, or that the successful Applicant does not provide employment benefits to the spouses of married employees. The successful Applicant’s failure to comply with the provisions of Chapter 17-1900 or any discrimination or retaliation by the successful Applicant against any employee on account of having claimed a violation of Chapter 17-1900 shall be a material breach of the any Service Contract resulting from this RFP. Further information concerning the applicability of the Equal Benefits Ordinance, and the obligations it imposes on certain City contractors is contained in the General Provisions attached to this RFP and the About/Minimum Wage and Equal Benefits Ordinances Impacting Some City Contractors links on the eContract Philly home page.

H. Local Business Entity or Local Impact Certification

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

I. LGBTQ Applicant Opportunity Data

As part of the City's commitment to diversity, equity and inclusion in all aspects of City procurement, the City is collecting data to identify the number of companies beneficially owned and controlled by Lesbian, Gay, Bisexual, Transgender and Queer persons who wish to do business with the City (collectively, "LGBTQ businesses"). The data will be used to identify the number of LGBTQ businesses currently doing business with the City. It will also assist in efforts to include LGBTQ certified businesses into the City's vendor database. Response to this form, Appendix E, is voluntary.

J. Mandatory Online Application Requirements

You must apply online in order to be eligible for award of the non-competitively bid contract opportunity described in this RFP; proposals and any other related documents prepared in response to this RFP will not be considered unless they are filed to the correct contract opportunity established for this RFP (identified by opportunity number), within the prescribed time period, through eContract Philly, which can be accessed on the City's website at <https://philawx.phila.gov/econtract/>.⁴ The posting of this RFP on eContract Philly is also referred to as a Notice of Contracting Opportunity.

The City requires that any Applicant who establishes an account on eContract Philly and utilizes that account for the purpose of responding to a particular contract opportunity is the same individual or business entity that, if awarded the contract, will enter into and perform the resulting contract with the City. **Applicants MUST ensure that the company name and Tax Identification Number (TIN) with which they are registered on eContract Philly is the identical name and TIN under which they are submitting their application. Any deviation from this may result in the disqualification of the Applicant at the sole discretion of the City. If the Applicant wishes to apply for an opportunity using a name or TIN which is different from the registration account, the Applicant must register the new name and TIN with eContract Philly before submitting its application for the opportunity.** Except in the case of joint ventures, applications posted on eContract Philly from Applicants that purport to be filing an application on behalf of another individual or business entity will not be considered, even if the other business entity is an affiliate of the Applicant.

In the case of multiple business entities that if awarded a contract have formed, or intend to form a joint venture to perform the contract, a single business entity may file an application on behalf of all such business entities so long as (i) the filing business entity is or will be a member of the joint venture, (ii) the application is made in the name of the existing or proposed joint venture, (iii) documentation is submitted with the application identifying all business entities that comprise, or will comprise, the joint venture, and demonstrating a binding agreement among those business entities to perform the contract as the joint venture identified in the application (for a joint venture that has not yet been formed, documentation signed by each identified business entity evidencing a commitment to form the joint venture if awarded the contract is sufficient), and (iv) the non-filing business entities are eligible for award of a City contract and make the disclosures required by Chapter 17-1400 of the Philadelphia Code (described in greater detail below) within fourteen (14) days after the joint venture receives notice that it has been awarded the contract.

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

Pursuant to Chapter 17-1400 of the Philadelphia Code, Applicants are required to disclose their direct and indirect campaign contributions to political candidates and incumbents who are nominated, running for, or currently serving in, a local Philadelphia elected office and to political committees/parties that are operating in Philadelphia (state and federal campaign contributions are not included unless the subject of the campaign is also running for, or currently serving in a local Philadelphia elected office); any consultants used in responding to the RFP and contributions those consultants have made; prospective subcontractors; for contracts over \$100,000, the experience of the Applicant and prospective subcontractors performing on City contracts in any capacity during the preceding five years as well as demographic data of both the board members of the Applicant and the employees of the Applicant and prospective subcontractors; and whether Applicant or any representative of Applicant has received any requests for money or other items of value or advice on particular firms to satisfy minority-, woman- or disabled-owned business participation goals from City employees. This information, as well as a proposal or any other response document required, is part of the online application. For more information, please consult the text of Chapter 17-1400, consult the reference materials found on the website, e-mail econtractphilly@phila.gov, or call 215-686-4914.

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

At their option, Applicants may require that their subcontractors disclose to the Applicants, the subcontractors' direct and indirect campaign contributions to candidates who are running for, and/or incumbents who are currently serving in local Philadelphia elected office and to political committees/parties that are operating in Philadelphia (federal campaign contributions are not included unless the subject of the campaign is also running for, or currently serving in a local Philadelphia elected office). Disclosure forms may be found on the Disclosure/Eligibility – Subcontractor Disclosure tab on eContract Philly. Applicants are not required to submit these forms to the City.

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

You are encouraged to start and complete your online application on eContract Philly as early as possible. Please be aware that internet connection speed depends on a variety of factors including: configuration of your computer, configuration of your business or home network, the condition of the wiring at your location, network or internet congestion (available bandwidth). Please prepare and plan accordingly to ensure a timely submission. Your proposal and other application documents will not be considered submitted until you sign the application and click on the “submit” button at the conclusion of the eContract Philly process. It is your responsibility to make sure that you have signed and submitted your complete application to the correct contract opportunity established for this RFP.

You can begin uploading (or attaching) your proposal and other application materials at any time. It is especially prudent for you to start uploading your attachments earlier if you have a large number of attachments (e.g. over five documents) or larger-sized attachments (e.g. above 5 MB). Please be advised that the eContract Philly website will not accept documents larger than 8 MB. If you have documents larger than 8 MB, you must separate them into smaller documents in order to successfully upload them to the system. Until you sign and submit your application, your materials are not accessible to any staff with the City of Philadelphia. Once you have signed and submitted your application, your application is accessible only to appropriate contract staff within the City of Philadelphia.

You are advised that any individual who signs and submits an application on eContract Philly must be an authorized signatory of the Applicant, authorized to both bind the Applicant to its proposal and to make the disclosures required to complete the eContract Philly process. Therefore, in conjunction with their electronic signatures provided at the conclusion of the submission of their applications online, signatories will be required to certify that they are the Applicant or are employees or officers of the Applicant duly authorized to execute the application and make disclosures on the Applicant's behalf; and they represent and covenant that, to the best of their knowledge after appropriate inquiry, all of the information and disclosures provided are true and contain no material misstatement or omissions.

K. Selection Process

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

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

1. Superior ability or capacity to meet particular requirements of contract and needs of City Department and those it serves
2. Eligibility under Code provisions relating to campaign contributions
3. Superior prior experience of Applicant and staff
 - Demonstrated relevant experience in airport finance in accordance with "Section II"
 - Demonstrated relevant experience in airline rates and charges
 - Demonstrated experience in airport debt financing
 - Demonstrated relevant experience in financial statements
 - Demonstrated relevant airport-related services at major metropolitan airports
4. Superior quality, efficiency and fitness of proposed solution for City Department
 - Exhibited knowledge on similar projects
5. Superior skill and reputation, including timeliness and demonstrable results
 - Qualifications and experience of subconsultants on the team

6. Special benefit to continuing services of incumbent, such as operational difficulties with transition or needs of population being served
7. Benefit of promoting long-term competitive development and allocation of experience to new or small businesses, including those owned by minority or disabled persons or by women
8. Lower cost
9. Administrative and operational efficiency, requiring less City oversight and administration
10. Anticipated long-term cost effectiveness
11. Meets prequalification requirements
12. Applicant's certification of its Local Business Entity/Local Impact status pursuant to Executive Order 04-12

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

IV. Proposal Administration

A. Procurement Schedule

RFP Posted	January 20, 2022
Pre-Proposal Meeting	February 3, 2022 @ 2:00 PM
Site Visit	n/a
Applicant Questions Due	February 7, 2022 @ 5:00 PM
Answers Posted on eContract Philly Website	February 10, 2022 @ 5:00 PM
Proposals Due	February 17, 2022 @ 5:00 PM
Applicant Interviews, Presentations	April 1, 2022
Applicant Selection	May 1, 2022
Contract Execution	July 1, 2022
Commencement of Work	July 1, 2022

The above dates are estimates only and the City reserves the right, in its sole discretion, to change this schedule. Notice of changes in the pre-proposal meeting date/time or location, the due date for Applicant questions, and the date for proposal submission will be posted on the City's eContractPhilly website at <https://philawx.phila.gov/econtract/>. The other dates/times listed may be changed without notice to prospective Applicants.

B. Questions Relating to the RFP

All questions concerning this RFP must be submitted in writing via email to susan.bailey@phl.org no later than date noted in schedule above and may not be considered if not received by then. The City will respond to questions it considers appropriate to the RFP and of interest to all Applicants, but reserves the right, in its discretion, not to respond to any question. Responses will be posted on the City's eContractPhilly website at <https://philawx.phila.gov/econtract/> (go to the Opportunity Details page for this notice of contracting opportunity). Responses posted on the City's website become part of the RFP upon posting. The City reserves the right, in its discretion, to revise responses to questions after posting, by posting the modified response. No oral response to any Applicant question by any City employee or agent shall be binding on the City or in any way considered to be a commitment by the City.

C. Pre-Proposal Conference, Site Visits, Inspection of Materials

A pre-proposal meeting to review the requirements of this RFP will be held "virtually" on February 3, 2022. Attendance at the pre-proposal meeting is mandatory for Applicants. It is not mandatory for subconsultants.

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 267-422-2007,,571635301#](#) United States, Philadelphia

[\(833\) 422-7714,,571635301#](#) United States (Toll-free)

Phone Conference ID: 571 635 301#

Microsoft Teams Meeting – Link: (copy and paste)

https://teams.microsoft.com/l/meetup-join/19%3ameeting_NDA4ZWM2YTMtMDQzMjYjcWLE0ZGMtN2I4NTJhNTA4ZmE1%40thead.v2/0?context=%7b%22Tid%22%3a%22182f890-6790-42ac-ab97-58afd4eb2b6d%22%2c%22Oid%22%3a%229cc9fa4f-b5ad-48a5-8bc7-25db22b98b6b%22%7d

The City believes that attendance at the pre-proposal meeting is essential for successful participation in this RFP procurement and expects every Applicant to attend. The City reserves the right, in its sole discretion, to reject without evaluation the proposal of any Applicant that does not attend the meeting.

D. Interviews; Presentations

During the evaluation of proposals, interviews or oral presentations may be required from one (1) or more Applicants. The City will advise Applicants as to the time and place for such oral presentations. The Applicant shall be prepared to discuss all aspects of the proposal in detail. All costs of interviews and presentations, including travel, are the responsibility of the Applicant.

E. Term of Contract

The initial term of the Contract is anticipated to commence on April 1, 2022 (the “Initial Term”) and, unless sooner terminated by the City pursuant to the terms of the contract, shall expire up to twelve months thereafter, March 31, 2023. The City may, at its sole option, amend the contract to add up to three (3) additional successive one-year terms (“Additional Terms”). Except as may be stated otherwise in such amendment, the terms, and conditions of this contract shall apply throughout each Additional Term.

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

A. Revisions to RFP

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

B. City Employee Conflict Provision

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

C. Proposal Binding

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

D. Contract Preparation Fee

Pursuant to Chapter 17-700 of the Philadelphia Code, the successful Applicant must generally pay a contract preparation fee. Regulations promulgated by the City Solicitor currently establish the following schedule of fees for preparation of the initial contract and subsequent amendments, based upon the amounts involved and whether the successful Applicant is a for-profit or nonprofit entity:

<u>Amount of Contract or Amendment</u>	<u>For-Profit Fees</u>		<u>Non-Profit Fees</u>	
	<u>Contract</u>	<u>Amendment</u>	<u>Contract</u>	<u>Amendment</u>
\$0-\$30,000	\$50	\$50	\$50	\$50
\$30,001-\$100,000	\$200	\$170	\$100	\$85
\$100,001-\$500,000	\$500	\$340	\$200	\$170
\$500,001-\$1,000,000	\$900	\$520	\$300	\$260
Over \$1,000,000	\$1,500	\$1,000	\$500	\$500

In its discretion, the Law Department may grant a full or partial waiver of any of the above fees in exceptional cases for good cause shown, such as violation of a grant covenant. Governmental entities are exempt from the fees. The Law Department reserves the right to collect up to twice the stated fee if extensive negotiation is required to reach a final contract with the successful Applicant.

E. Reservation of Rights

By submitting its response to this notice of contract opportunity as posted on the eContract Philly web site ("eContractPhilly"), the Applicant accepts and agrees to this Reservation of Rights and to the terms of this Notice of Contract Opportunity. The term "notice of contract opportunity," as

used herein, means this RFP and includes all information posted on eContract Philly in relation to this “New Contract Opportunity” as published on eContract Philly, including, without limitation, the information posted for this opportunity on the “Detailed Information for Opportunity” page, in the eContractPhilly “Opportunity List,” and including in addition to this RFP, any other document linked to the Detailed Information for Opportunity Page or otherwise displayed on or linked to this notice of contract opportunity.

1. This Notice of Contract Opportunity

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

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

2. Proposal Selection and Contract Negotiation

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

- (a) to reject any proposal if the City, in its sole discretion, determines the proposal is incomplete, deviates from or is not responsive to the requirements of this notice of contract opportunity, does not comply with applicable law (including, without limitation, Chapter 17-1400 of the Philadelphia Code), is conditioned in any way, or contains ambiguities, alterations or items of work not called for by this notice of contract opportunity, or if the City determines it is otherwise in the best interest of the City to reject the proposal;
- (b) to reject any proposal if, in the City’s sole judgment, the Applicant has been delinquent or unfaithful in the performance of any contract with the City or with others; is delinquent, and has not made arrangements satisfactory to the City, with respect to the payment of City taxes or taxes collected by the City on behalf of the School District of Philadelphia, or other indebtedness owed to the City; is not in compliance with City regulatory codes applicable to Applicant; is financially or technically incapable; or is otherwise not a responsible Applicant;

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

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

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

(f) to enter into negotiations with any one or more Applicants regarding price, scope of services, or any other term of their proposals, and such other contractual terms as the City may require, at any time prior to execution of a final contract, whether or not a notice of intent to contract has been issued to any Applicant and without reissuing this notice of contract opportunity;

(g) to enter into simultaneous, competitive negotiations with multiple Applicants or to negotiate with individual Applicants, either together or in sequence, and to permit or require, as a result of negotiations, the expansion or reduction of the scope of services or changes in any other terms of the submitted proposals, without informing other Applicants of the changes or affording them the opportunity to revise their proposals in light thereof, unless the City, in its sole discretion, determines that doing so is in the City's best interest;

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

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

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

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

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

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

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

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

3. Miscellaneous

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

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

F. Confidentiality and Public Disclosure

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

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