



**CITY OF PHILADELPHIA**  
**DEPARTMENT OF AVIATION**  
**REQUEST FOR PROPOSALS**  
**FOR**  
**DIGITAL CONTENT MANAGEMENT SYSTEM SUPPORT**  
**(CMS)**

**Friday, September 6, 2024**

**Deadline for Receipt of Proposals: Friday, October 18, 2024, 5:00 PM**  
**(Local Philadelphia Time)**

**Optional Pre-Proposal Meeting (Zoom): Friday, September 20, 2024, 10:00 AM**  
**(Local Philadelphia Time)**

**Deadline for Questions: Tuesday, September 24, 2024, 5:00 PM**  
**(Local Philadelphia Time)**

*Cherelle L. Parker, Mayor*  
*Atif Saeed, Chief Executive Officer, Philadelphia International Airport*

# Contents

<b>1</b>	<b>General Information.....</b>	<b>1</b>
1.1	Background and General Scope of Work .....	1
1.2	Description of Philadelphia Airport System .....	1
1.3	Diversity, Equity, and Inclusion Mission.....	2
1.4	General Statement of Proposal Requirements .....	2
1.5	Proposal Submission Date; Anticipated Procurement Schedule.....	5
1.6	City’s Primary Contact .....	6
1.7	Compliance with Chapter 17-1400 of The Philadelphia Code .....	6
<b>2</b>	<b>RFP Requirements and Conditions.....</b>	<b>6</b>
2.1	Fixed Price Proposal Required.....	6
2.2	Type of Solution Sought .....	7
2.3	Pilot (Proof of Concept).....	7
2.4	Maintenance and Support; Warranty; Training; Source Code .....	8
2.4.1	Maintenance and Support Services.....	8
2.4.2	Warranty .....	8
2.4.3	Training.....	9
2.4.4	Software Source Code .....	9
2.5	Responsiveness .....	9
2.6	Disclaimer .....	9
2.7	Publicity .....	10
2.8	Applicants Restricted .....	10
2.9	Participation of Disadvantaged Business Enterprises .....	10
2.10	Acceptance of the Terms and Conditions of This RFP .....	11
2.11	Proposal Submission, Evaluation and Selection .....	11
2.11.1	General.....	11
2.11.2	Rights and Options Reserved.....	11
2.11.3	Contract Negotiation and Award .....	12
2.11.4	Proposal Evaluation .....	12
2.11.5	Site Inspections.....	14
2.11.6	Prime Contractor Responsibility.....	14
2.12	Responsibility for Proposal Costs .....	14
2.13	Reserved.....	14
2.14	Withdrawal or Modification of Proposals.....	14
<b>3</b>	<b>Proposal Requirements .....</b>	<b>15</b>
3.1	Administrative Requirements .....	15
3.1.1	Mandatory Online Registration and Filing Requirements .....	15
3.1.2	Contracting Disclosure Form Demographic Data Disclosures .....	17
3.1.3	Pre-Proposal Meeting .....	18
3.1.4	Addenda to the RFP; Requests for Information; Inconsistencies .....	19
3.1.5	Proposals Binding.....	19
3.1.6	Proposal Submission Requirements.....	19
3.2	Implementation Plan, Statement of Work, Project Schedule and Milestone Payment Schedule.....	20
3.3	Proposal Contents .....	21
3.3.1	Volume 1 – Qualifications of Applicants .....	21

3.3.2	Volume 2 – Technical Approach and Cost Proposal .....	24
3.4	Certification of Compliance with Equal Benefits Ordinance .....	29
3.5	Local Business Entity or Local Impact Certification .....	29
3.6	The Philadelphia Tax and Regulatory Status and Clearance Statement .....	30
<b>4</b>	<b>City-Wide Contract Requirements .....</b>	<b>31</b>
4.1	Term and Renewal .....	31
4.2	Certificate of Non-Indebtedness .....	32
4.3	Insurance; Performance Bonds .....	32
4.3.1	Insurance .....	32
4.3.2	Performance Bonds .....	35
4.4	Indemnification .....	35
4.5	Proprietary Rights Indemnification .....	35
4.5.1	Indemnification .....	35
4.5.2	Infringing Products .....	36
4.5.3	Exclusive Remedy .....	36
4.6	Century Date Standard .....	36
4.6.1	Covered Work .....	36
4.6.2	Century Date Standard .....	37
4.6.3	Defects and Errors .....	37
4.7	Performance Standards .....	37
4.8	Acceptance .....	37
4.8.1	Conditional Acceptance .....	37
4.8.2	Final Acceptance .....	38
4.8.3	Acceptance Test(s); Test Plan(s) .....	39
4.8.4	Reliability Periods .....	39
4.9	Retainage .....	40
4.10	City Audit .....	40
4.11	Termination for Convenience .....	40
4.12	Termination for Default .....	40
4.13	Sales and Use Tax Exemption .....	41
4.14	Unavailability of Funds .....	41
4.15	Tax Requirements .....	42
4.16	Assignment .....	42
4.17	Document Preparation Fee .....	42
4.18	Nondisclosure of City Data and Contractor Data .....	43
4.18.1	Nondisclosure .....	43
4.18.2	City Data .....	43
4.18.3	Contractor Data .....	43
4.18.4	Exclusions .....	44
4.18.5	Remedy for Breach .....	44
4.19	Ethics Requirements .....	44
4.19.1	Gifts .....	44
4.19.2	City Employee Interest in City Contracts .....	45
4.19.3	Conflict of Interest .....	45
4.20	Non-Discrimination; Fair Practices .....	45
4.21	The Philadelphia Code, Section 17-400 .....	46
4.22	Americans with Disabilities Act .....	46
4.23	Business Interests in Northern Ireland .....	46
4.24	Business, Corporate and Slavery Era Insurance Disclosure .....	47

4.25	Limited English Proficiency .....	47
4.26	Health Insurance Portability and Accountability Act .....	48
4.27	Philadelphia 21 <sup>st</sup> Century Minimum Wage and Benefits Standard.....	48
4.28	Electronic Payment .....	49
4.29	LGBTQ Applicant Opportunity Data .....	49

## **APPENDICES**

Appendix A	Detailed Project Requirements
Appendix A-1:	CMS Full Technical Specifications
Appendix B	Requirements for Implementation Plan, Statement of Work, Project Schedule, and Milestone Payment Schedule
Appendix C	Cost Proposal Requirements
Appendix D	Requirements Compliance Certification
Appendix E	Training Requirements
Appendix F	Office of Economic Opportunity, Antidiscrimination Policy – Minority, Woman and Disabled Owned Business Enterprises (F-1) Antidiscrimination Policy and Solicitation for Participation and Commitment Form (F-2) Special Antidiscrimination Requirements Applicable to Nonprofit Organizations and Diversity Report of Nonprofit Organizations Form
Appendix G	Provisions Required by Chapter 17-1400 of the Philadelphia Code
Appendix H	Tax and Regulatory Status and Clearance Statement
Appendix I	Local Business Entity or Local Impact Certification
Appendix J	Reserved
Appendix K	Additional IT Standards
Appendix L	Airport Security Requirements
Appendix M	LGBTQ Applicant Opportunity Data
Appendix N	Sample Provider Agreement—Exhibit PA-3 Airport Requirements

## **EXHIBITS**

Exhibit A	Sampling of Existing Types of Displays and Content
Exhibit B	Cut Sheet Form Factor PCs

# 1 General Information

## 1.1 Background and General Scope of Work

The City of Philadelphia ("City"), Department of Aviation ("Aviation" or "Airport" or "PHL"), seeks qualified Applicants to implement a Digital Content Management System ("CMS"). The CMS will centrally manage all digital displays, within the Philadelphia International Airport terminals, facilitating the display of various content types and information from numerous sources. The digital content includes, but is not limited to:

- Flight information
- Baggage information
- Gate information
- Wayfinding
- Advertising
- Weather reports
- Queue management
- Lane identification
- Visual paging
- Ground transportation information
- Airport information
- Public announcement information (pre-recorded FAA and TSA announcements)
- Emergency information

Aviation's goal is to procure a future-ready, reliable and efficient CMS solution to enhance the passenger experience and operational efficiency at PHL.

## 1.2 Description of 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 2022 by Airports Council International – North America, PHL was ranked the twenty-second busiest airport in the United States, serving 25.2 million passengers; twenty-seventh busiest in the nation for aircraft operations; and sixteenth 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:

### **Philadelphia International Airport (PHL)**

PHL has approximately 2,598 acres located partly in the southwestern section of the City and partly in the eastern 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.

### **Northeast Philadelphia Airport (PNE)**

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 has no scheduled commercial service. There are presently 85 T-hangars, ten corporate hangars and six open hangars for general aviation activities.

## **1.3 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 Applicants, vendors, airlines, and other firms working at or for the airport.

The Department of Aviation 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. Aviation 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 Department of Aviation is committed to diversity, equity and inclusion. As such, it desires for its Applicants to prioritize diversity, equity and inclusion within their organization. Accordingly, Aviation asks that upon entering a contract with the Department of Aviation, 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.

## **1.4 General Statement of Proposal Requirements**

The solution should be “turnkey”, including all hardware, software and services. It should meet specified technical, functional and performance requirements expressed in this RFP. The preferred solution is a cloud-hosted CMS offering high fault tolerance and minimal downtime.

The vendor will provide comprehensive implementation services including project management, system design, installation, and coordination with various airport stakeholders. The project will follow a phased implementation approach, considering ongoing airport construction activities. The

vendor is also expected to ensure system compatibility with existing displays and infrastructure, and to meet all local regulatory requirements.

The vendor must provide thorough training for airport staff on system use and maintenance, both in classroom settings and through on-the-job training. The training program should include basic and advanced user training, as well as specific training for system administrators and maintenance technicians.

## **Existing Conditions**

PHL currently uses a CMS provided and supported by Amadeus. Amadeus AODB is the central repository for flight and gate information that is pushed to our CMS, website, and telephone system. There are approximately 1,500 digital displays throughout PHL terminals. The displays are controlled using form-factor mini-PC running Windows operating system or Mac mini (NOTE: Mac mini devices are currently being replaced by form-factor mini-PCs with an estimated completion by Q4 2024). It is preferred that the proposed solution can use PHL's existing form-factor mini-PCs (Windows) if compatible. Configuration details can be found Exhibit B.

Each computer is mounted behind each display. Information regarding current displays (e.g., locations, manufacturer, model number, mounting information, etc.) will be shared with the awarded vendor. A sampling of display types is provided in Exhibit A.

PHL has a capital program to upgrade all terminal displays, structures, casework and build video walls in select locations. The CMS will be used to support the new physical infrastructure for this project.

PHL requires the implementation of a Digital Content Management System to enhance digital communication across the airport. The CMS will manage diverse digital content on displays, including video walls. The CMS will need to provide the following:

### **System Requirements:**

- **CMS Capabilities:** The CMS should integrate seamlessly with various data sources, automate content display based on predefined rules, and provide a user-friendly graphical interface for content management.
- **Real-time Updates:** The system must support real-time data updates and automatic content adjustments without manual input, especially for critical updates and emergency messaging.
- **Content Management:** Must handle a diverse range of content types such as text, images, videos, interactive media, including airline-specific branding ensuring appropriate display on different digital displays throughout the airport. The system should support updates via a web interface, ensuring flexibility for different users.
- **Security and Data Integrity:** Strict access controls must be enforced to prevent unauthorized data access, with data input through secure forms and content displayed based on user roles.

### **Technical Integration and Performance:**

- **Comprehensive Integration:** The CMS must integrate with existing and future airport systems like flight information, baggage systems, and more, following standard data schemas and messaging standards.
- **Display Management:** Should manage content across displays, capable of operating independently from the central servers to enhance reliability (i.e. cached data is displayed if the connection to central server is disrupted or backend server downtime).
- **High Availability:** The system should maintain operational integrity with a minimum uptime of 99.99%, with support for scheduled downtime during off-peak hours.
- **Dynamic Content Display:** Timing windows for content display should be adjustable dynamically to optimize the utilization of display resources.
- **Modular and Scalable Design:** The system should be designed for easy scalability and integration with potential future expansions and requirements.

### **System Flexibility and Control:**

- **Display Customization:** The CMS should allow detailed control over content displayed, including emergency overrides and the segmentation of display areas. Displays should be individually controllable and customizable based on various parameters like location, time of day, or external triggers.
- **Compliance and Workflow:** The CMS must comply with ADA standards and support a workflow for content approval, particularly for third-party content such as advertisements. A robust audit trail for content changes should be provided.
- **System Monitoring:** Implement centralized control and monitoring of system performance and failures with real-time alerts and logging. Remote administration capabilities for endpoint devices are required, including performance monitoring and the ability to remotely restart services.

### **Hardware and Installation:**

- **Hardware Provision:** Necessary hardware including servers, workstations, and digital display controllers must be provided, supporting the overall system design and operational needs. It is preferred that the system can use PHL's existing form-factor mini-PCs (Windows) if compatible.
- **Environmental Compatibility:** Hardware must be suitable for the specific installation environments within the airport, from controlled interiors to harsher, uncontrolled or exterior locations.

### **Execution and Testing:**

- **Professional Installation:** Installation must adhere to local and national standards, with all activities performed professionally and neatly.
- **Rigorous Testing Phases:** The system must undergo detailed performance verification and endurance testing to ensure it meets all operational and functional requirements.
- **Final System Acceptance:** After successful testing and resolution of any issues, the system will undergo a final review and acceptance process to ensure it meets all specifications and is ready for operational deployment.



**Advanced Functionality:**

- **Multiple User and Display Management:** The CMS should support concurrent access from multiple users and synchronize content across multiple displays, catering to the complex operational needs of a major airport like PHL. Templating and branding should be customizable to maintain PHL’s visual and operational standards.

Detailed requirements for the System and/or services sought by this RFP are provided in Appendix A, *Detailed Project Requirements*. **Full CMS technical specifications can be found in Appendix A-1.**

**1.5 Proposal Submission Date; Anticipated Procurement Schedule**

The date for submitting Proposals pursuant to this RFP (the “Submission Date”) is as provided below. Proposals must be submitted as provided in Section 3.1.5, *Proposal Submission Requirements*, by the time on the Submission Date indicated below.

<u>Date</u>	<u>Activity</u>
Friday, September 6, 2024	Issue Request for Proposals
Friday, September 20, 2024, 10 AM <i>(Local Philadelphia Time)</i>	Virtual Pre-Proposal Meeting On Zoom ( <i>See Section 3.1.3 for meeting link and access info</i> )
Tuesday, September 24, 2024, 5 PM <i>(Local Philadelphia Time)</i>	Submit questions, requests for clarification, information to Primary Contact, in writing
Tuesday, October 8, 2024	Response to Questions Posted on eContract Philly
Friday, October 18, 2024, 5 PM <i>(Local Philadelphia Time)</i>	Submit Proposals on eContract Philly
December 18, 2024	Notice of Intent to Contract (will be posted to eContract Philly)
January 1, 2025	Project start

These dates are estimates only and the City reserves the right, in its sole discretion, to alter this schedule as it deems necessary or appropriate. Notice of changes in the Pre-Proposal Meeting date/time or location, the due date/time for submission of Applicant questions, and the date/time for Proposal Submission will be posted on the City’s website at <https://philawx.phila.gov/econtract/> (“eContract Philly”). The other dates/times listed may be changed without notice to prospective Applicants.

Applicants to this RFP (each an “Applicant” and collectively “Applicants”) must submit their responses and applications electronically on eContract Philly and in accordance with Section 3.1.5, *Proposal Submission Requirements*. Submissions will not be considered unless the Applicant has proceeded through the eContract Philly system. For more information, please consult the reference materials found on the website, e-mail [econtractphilly@phila.gov](mailto:econtractphilly@phila.gov) or call 215-686-4914. **Applicants who have failed to file complete applications to the correct opportunity number through the eContract Philly online application process prior to the closing date and time will not be considered for the contract.** The City encourages Applicants to start and complete their online applications as early as possible.

## 1.6 City’s Primary Contact

The name, address, and contact information for the City’s Primary Contact for this RFP are as follows:

David M. Wilson, Procurement Technician 2  
Department of Aviation  
Professional Services  
[David.Wilson@phl.org](mailto:David.Wilson@phl.org)

All questions, requests for clarification, and requests for additional information regarding this RFP must be submitted in writing by the deadline set forth in Section 1.3. No oral response by any employee or agent of the City shall be binding on the City or shall, in any way, constitute a commitment by the City. If an Applicant finds any inconsistency or ambiguity in the RFP, the Applicant is requested to notify the City by the questions due date set forth in Section 1.3.

## 1.7 Compliance with Chapter 17-1400 of The Philadelphia Code

Under any contract resulting from this RFP, the successful Applicant shall be required to comply with the terms and conditions set forth in Appendix G, *Provisions Required by Chapter 17-1400 of the Philadelphia Code*, which shall be incorporated into the contract.

# 2 RFP Requirements and Conditions

## 2.1 Fixed Price Proposal Required

Cost proposals for the Digital Content Management System must be “fixed price” proposals. The proposed price must include all costs that will be incurred for the purchase and implementation of the System, including, but not limited to, costs for the following: integration and project management; software development; software testing; installation and implementation of software; maintenance for software (including middleware, database, communication, operating system, and other software); maintenance for hardware if required under the RFP; software; training services if required under the RFP; and all other work proposed. If an Applicant offers options and/or alternates that are not included in the fixed price for the proposed System, the Applicant must provide for each such option/alternate the following information:

- A detailed description of the option/alternate (including, but not limited to, all features and functionality that will be unavailable in the base System if the option/alternate is not purchased);
- A full explanation of the rationale for not incorporating such functionality in the base System;
- Detailed cost information for each option/alternate, in accordance with the cost proposal requirements of the RFP.

The cost proposal must identify, by separate line item, the cost of each item of software, services, and other work to be furnished as part of the System. The City reserves the right, in its sole discretion, to reject without evaluation any Proposal that does not identify each item of the work by line item, and any Proposal that does not provide a fixed price to perform the proposed work (including, but not limited to, proposals to perform the work on a “time and materials” or “cost-plus” basis). **Markup to subcontractors should be zero or minimal to the extent possible.**

## 2.2 Type of Solution Sought

The City seeks to implement a Digital Content Management System (“CMS”), which will satisfy all of the City’s current requirements, as specified in this RFP, yet be easy to maintain and easy and inexpensive upgrade and expand to satisfy future needs for additional functionality and/or processing capacity. The City requests that Applicants offer their “best” solutions that will satisfy the requirements set forth in this RFP. The City will consider solutions that use any one or more of the following:

- “turnkey” solutions
- a cloud-hosted CMS offering high fault tolerance and minimal downtime.

## 2.3 Pilot (Proof of Concept)

The City anticipates that the successful Applicant will be required to conduct a limited pilot or “proof of concept” implementation of its proposed solution in order to demonstrate the viability of the solution and its compliance with RFP requirements. The pilot will be required before contract execution, and successful completion of the pilot, or adjustment of the proposed solution and/or implementation plan to address, to the City’s satisfaction, any deficiencies revealed by the pilot, will be a condition of the project proceeding beyond the pilot. The scope of the pilot will be determined based on the Proposal and final scope of work, but the City anticipates that it would extend at least for three (3) weeks with one (1) week for set-up and configuration; and would include at least the following:

- Applicant provides the City with pilot/demo requirements (i.e. internet access, bandwidth needs, ports and protocols);
- Applicant installs the CMS in the Aviation’s demo lab;
- Applicant ensures the system is configured to mimic the Airport environment as closely as possible;
- Applicant provides the City with full administrative access to the CMS (specifically the ability to create, update, schedule and delete content, including user management features to assign roles and permissions);

- Applicant provides basic training and documentation to enable PHL to demo the administrative features of the system;
- Applicant’s system demonstrates its integration capabilities by showcasing the integration of 3rd party data, including, but not limited to, flight information, AODB, and weather from an external source;

Applicant utilizes the form-factor mini-PCs provided by PHL for display controllers during the demo, unless the vendor has a proprietary display controller or preferred appliance, and successful performance of all System functions in accordance with RFP requirements, for all data generated in a designated period. Proposals must describe in detail, as part of the implementation plan required in Appendix B, a pilot implementation that meets these requirements and is in the judgment of the Applicant sufficient to demonstrate the functionality and viability of the recommended solution. The City reserves the right to forego the pilot implementation if, in the City’s sole judgment, the solution contained in the successful Proposal and final scope of work does not require a pilot or “proof of concept.”

## **2.4 Maintenance and Support; Warranty; Training; Source Code**

### **2.4.1 Maintenance and Support Services**

The Proposal must include a section describing the maintenance and support services to be provided under the contract resulting from the RFP. A minimum of one (1) year of maintenance/support services, commencing on final acceptance of the System and project by the City, must be included in the fixed price cost proposal, with the price identified in a separate line item. The City expects that maintenance and support will be furnished on a “turnkey” basis – i.e. the successful Applicant will itself be contractually responsible for all maintenance and support services for all elements of the System, including but not limited to all software and hardware and any data transport services that are required under the contract, and will be the single point of contact for service and support. Applicants are requested to price four additional years of maintenance and support, with the price for each of years two through five identified in a separate line item. The City expects that the successful Applicant will guarantee the availability of maintenance and support services for application software, on the foregoing “turnkey” basis, for a minimum of five (5) years from final acceptance of the System. Proposals must include a description of the proposed services, stating whether the Applicant will comply with the foregoing terms, and describing the Applicants problem resolution procedures – including problem severity classifications, response times and “fix” times for each level of severity, and the escalation procedures (including on-site service) that will apply where resolution is not immediately achieved.

### **2.4.2 Warranty**

The City requires a warranty from the successful Applicant that covers the entire System, including all software and hardware, other deliverables, design, implementation/integration and other services required under the contract resulting from the RFP and ensures compliance with all specifications, including performance standards, in the contract. The warranty must be on a “turnkey” basis – i.e. the successful Applicant must itself be contractually responsible for all warranty obligations and must be the single point of contact for service under the warranty. The warranty period must be a minimum of one (1) year, commencing on final acceptance of the System and project by the City.

The price of such a one-year warranty must be included in the fixed price cost proposal, with the price identified in a separate line item. The City strongly prefers a two year or greater warranty period and requests that Applicants price two additional warranty years, with the price for each additional warranty year identified in a separate line item of the cost proposal. Any premium charged for a warranty year – i.e. any charge in addition to the price for a concurrent year’s maintenance and support services – should be identified in the cost proposal.

### **2.4.3 Training**

The City requires the user training and other training services described in Appendix E, *Training Requirements*, in accordance with the conditions there provided. Proposals should describe, and in the Cost Proposal provide line-item costs for, the training that the Applicant is capable of providing, the training methodologies and materials to be used, and the Applicant’s experience in furnishing the kinds of training requested. Proposals should state clearly, in the Requirements Compliance Certification, whether each type of training requested will be offered in accordance with the requirements of Appendix E.

### **2.4.4 Software Source Code**

The City expects delivery and ownership of the source code, including complete documentation and specifications, for custom software developed and furnished specifically for the System under any contract resulting from this RFP. For software that is proprietary to the successful Applicant or to third parties, the City expects that source code, including complete documentation and specifications, will be deposited in escrow, at no expense to the City and on terms satisfactory to the City, with regular updates of the deposited code and documentation to reflect enhancements, upgrades, updates, and corrections to the software.

## **2.5 Responsiveness**

Proposals must satisfy all requirements set forth in this RFP. Any Proposal that does not adhere strictly to RFP requirements may, in the sole discretion of the City, be rejected, as not responsive to the RFP, without further consideration. Proposals will be evaluated, in part, according to whether the Applicant meets the qualifications described in the RFP and submits a Proposal complying with all RFP requirements. The City reserves the right, in its sole discretion, to determine whether any deviation(s) from or exception(s) to RFP requirements make the Proposal non-responsive or otherwise unacceptable such that the Proposal will be rejected without further consideration.

## **2.6 Disclaimer**

This RFP and the process it describes are proprietary to the City and are for the sole and exclusive benefit of the City. This RFP is not binding on the City. No other party, including any Applicant to this RFP or future Applicant to any RFP that may be issued by the City, is intended to be granted any rights hereunder. Proposals and other materials submitted in response to this RFP, whether written or verbal and including, without limitation, ideas of Proposers elicited in response to the RFP, shall become the sole and absolute property of the City upon submission or communication, and the City shall have title thereto and unrestricted use thereof. The City shall have the right to disclose the Proposals, materials and any ideas to any person or entity including, employees of the City, its consultants and contractors, and authorized agents, as required to carry out this RFP

procurement. Any such Proposal, materials, and ideas may be publicly disclosed by the City or any authorized agent of the City, for any reason the City, in its sole discretion, deems appropriate, or pursuant to the Pennsylvania Right To Know Act or other applicable law. The Proposer acknowledges and agrees that the City and its authorized agents shall have the foregoing right of public disclosure notwithstanding any notice or statement by the Proposer (whether made in the Proposal or otherwise) asserting the confidential or proprietary nature of the Proposal or of any materials submitted or ideas elicited in response to the RFP.

## **2.7 Publicity**

All publicity (including, but not limited to, news releases, news conferences, and commercial advertising) relating to this RFP and/or the services or products sought by this RFP and/or any contract awarded pursuant to this RFP shall require the prior written approval of the Chief Information Officer, Melissa Scott.

## **2.8 Applicants Restricted**

No Proposal shall be accepted from, or contract awarded to, any City employee or official, or any firm in which a City employee or official has a direct or indirect financial interest. No Applicant may be the prime contractor or prime Applicant for more than one Proposal submitted pursuant to this RFP. Entities that are legally related to each other or to a common entity may not submit separate Proposals as prime contractors or prime Applicants. Any Proposal may be rejected that, in the City's sole judgment, does not comply with these conditions. Nothing contained in this RFP is intended to preclude a Proposal by a system integrator that proposes to perform the substantive work proposed through subcontractors.

## **2.9 Participation of Disadvantaged Business Enterprises**

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 Appendix F 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 F-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 F-1.

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 F-2. Included in Appendix F-2 is the form, "Diversity Report of Nonprofit Organizations," which should be completed and returned with proposals submitted by nonprofit Applicants even if a nonprofit Applicant is also submitting a "Solicitation for Participation and Commitment" form.

## **2.10 Acceptance of the Terms and Conditions of This RFP**

All Proposals submitted are subject to the terms and conditions set forth in this RFP. The Applicant, by submitting its Proposal, expressly acknowledges and agrees to all terms, conditions and requirements contained in this RFP.

## **2.11 Proposal Submission, Evaluation and Selection**

### **2.11.1 General**

The City reserves the right, in its sole discretion, to reject all Proposals and reissue this RFP at any time prior to execution of a final contract; to require, in any RFP for similar products and/or services that may be issued subsequent to this RFP, terms and conditions that are substantially different from the terms and conditions set forth in this RFP; and/or to cancel this RFP with or without issuing another RFP.

### **2.11.2 Rights and Options Reserved**

The City reserves and in its sole discretion may, but shall not be required to, exercise the following rights and options with respect to the Proposal submission, evaluation and selection process under this RFP:

- (a) To reject any Proposals if, in the City's sole discretion, the Proposal is incomplete, the Proposal is not responsive to the requirements of this RFP (see "Detailed Project Requirements" in the RFP appendices), the Applicant does not meet the Qualifications set forth in the RFP, or it is otherwise in the City's best interest to do so;
- (b) To supplement, amend, substitute or otherwise modify this RFP at any time prior to selection of one or more Applicants for negotiation and to cancel this RFP with or without issuing another RFP;
- (c) To accept or reject any or all of the items in any Proposal and award the contract(s) in whole or in part if it is deemed in the City's best interest to do so;
- (d) To reject the Proposal of any Applicant that, in the City's sole judgment, has been delinquent or unfaithful in the performance of any contract with the City or with others, is financially or technically incapable or is otherwise not a responsible Applicant;
- (e) To reject as informal, non-responsive, or otherwise non-compliant with the requirements of this RFP any Proposal which, in the City's sole judgment, is incomplete, is not in conformity with applicable law, is conditioned in any way that is unacceptable to the City, deviates from this RFP and its requirements, contains erasures, ambiguities, or alterations, or proposes or requires items of work not called for by this RFP;
- (f) To waive any informality, defect, non-responsiveness and/or deviation from this RFP and its requirements that is not, in the City's sole judgment, material to the Proposal;
- (g) To permit or reject at the City's sole discretion, amendments (including information inadvertently omitted), modifications, alterations and/or corrections of Proposals by some or all of the Applicants following Proposal submission;
- (h) To request that some or all of the Applicants modify Proposals based upon the City's review and evaluation;

- (i) To request additional or clarifying information or more detailed information from any Applicant at any time, before or after Proposal submission, including information inadvertently omitted by the Applicant;
- (j) To inspect and otherwise investigate projects performed by the Applicant, whether or not referenced in the Proposal, with or without the consent of or notice to the Applicant;
- (k) 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
- (l) To waive and/or amend any of the factors identified in the RFP as pertaining to the Applicant's qualifications.
- (m) To disclose the Proposals, materials and any ideas to any person or entity including employees of the City, its consultants and contractors, and authorized agents, as required to carry out this RFP procurement.

### **2.11.3 Contract Negotiation and Award**

The City reserves and in its sole discretion may, but shall not be required to, exercise the following rights and options with respect to the contract negotiation and award process resulting from this RFP:

The City reserves the right to enter into post-submission negotiations and discussions with any one or more Applicants regarding price, scope of services, and/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. The City may, at its sole election, enter into simultaneous, competitive negotiations with multiple Applicants or negotiate with individual Applicants seriatim. Negotiations with Applicants may result in the enlargement or reduction of the scope of services, or changes in other terms that are material to the RFP and the submitted Proposals. In such event, the City shall not be obligated to inform other Applicants of the changes, or to permit them 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.

In the event negotiations with any Applicant(s) are not satisfactory to the City, the City reserves the right to discontinue such negotiations at any time; to enter into or continue negotiations with other Applicants; to enter into negotiations with firms that did not respond to this RFP and/or to solicit new proposals from firms that did not respond to this RFP, including but not limited to negotiations or proposals for components of the System, if any, that are deleted by the City from the successful Proposal or the contract resulting from it. The City reserves the right not to enter into any contract with any Applicant, with or without re-issue of the RFP, if the City determines that such is in the City's best interest.

### **2.11.4 Proposal Evaluation**

Proposals the City determines, in its sole discretion, are responsive to the RFP will be reviewed by a selection committee designated by the City. The City, in its sole discretion, may require any Applicant to make one or more presentations of its Proposal to the selection committee, in City offices, at no cost to the City, addressing its ability to satisfy the requirements of this RFP. The City shall not be required, however, to permit any Applicant to make such a demonstration.

Cost to the City is a material factor, but not the sole or necessarily the determining factor in Proposal evaluation. The City may, in its sole discretion, award a contract resulting from this RFP to a person



or entity other than the responsible and qualified Applicant submitting the lowest price. The 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.

Proposal evaluation will include evaluation of the Applicant's qualifications, based on Volume 1 of the Proposal and such other information and investigations as the City deems necessary and appropriate; and evaluation of the Applicant's technical solutions and Cost Proposals as set forth in Volume 2 of the Proposal. The City, in its sole discretion, may, but shall not be required to, reject without further consideration the Proposal of any Applicant that has not demonstrated, in the City's sole judgment, that it satisfies the qualifications criteria provided in the RFP. The City reserves the right, in its sole discretion and without notice to Applicants, to modify this evaluation procedure as it may deem to be in the City's interest.

Evaluation factors to be considered by the City include, but are not limited to, the following (no particular order of importance, weighting, or other priority is assigned to these factors or reflected by their order in the list):

- 1) Superior ability or capacity to meet particular requirements of contract and needs of City Department and those it serves -
  - a) Project understanding and soundness of proposed project methodology, including but not limited to the detail and accuracy of the proposed scope and statement of work and implementation plan;
- 2) Eligibility under Code provisions relating to campaign contributions;
- 3) Superior prior experience of Applicant and staff -
  - a) References provided by the Applicant, particularly from projects of similar complexity and scope;
  - b) Demonstrated ability to provide Services and Deliverables comparable to those requested in this RFP;
- 4) Superior quality, efficiency and fitness of proposed solution for City Department -
  - a) The impact of the proposed solution on the operations of the using department, and the demonstrated ability of the solution to enhance operational efficiency and effectiveness;
- 5) Superior skill and reputation, including timeliness and demonstrable results -
  - a) The Applicant's financial and technical qualifications to perform the work required by the RFP, as presented in its Proposal and determined by any other investigations conducted or information obtained by the City;
  - b) Commitment and ability to complete the project within the time frame specified in the Proposal;
- 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 as set forth in this RFP; and,

12) Applicant's certification of its Local Business Entity/Local Impact status pursuant to Executive Order 04-12.

### **2.11.5 Site Inspections**

The City may, at its sole option, inspect the Applicant's work at one or more sites where the Applicant's or a proposed subcontractor's products are installed, or services have been provided. If a list of such sites is not required elsewhere in this RFP or included in its Proposal, the Applicant will promptly provide such a list upon written request by the City.

### **2.11.6 Prime Contractor Responsibility**

All subcontractors will be 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 an 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 privity between the City and the subcontractor. Any Applicant who obtains such approval or consent of the City shall be required to insert a clause so providing in all subcontracts.

## **2.12 Responsibility for Proposal Costs**

The Applicant shall be solely and fully responsible for all costs associated with the development, preparation, transmittal, and submission of any Proposal or material submitted in response to this RFP. The City may, in its sole discretion, ask selected Applicants to present their Proposal in person to the City's representatives at the City's offices, and the costs of such presentations, as well as the costs of any pilot implementation required by the City under Section 2.3, shall be solely the responsibility of the Applicant. The City assumes no contractual or other obligations as a result of the issuance of this RFP, the preparation or submission of a Proposal by an Applicant, the evaluation of Proposals, the Applicant's conduct of presentations or pilot implementations, or the selection of any Applicant for further negotiations. There may be no claims whatsoever for reimbursement from the City or any of its consultants for such costs. All costs incurred by the Applicant during the selection process and during negotiations will be solely the responsibility of the Applicant.

## **2.13 Reserved**

## **2.14 Withdrawal or Modification of Proposals**

Applicants may withdraw or modify their Proposals at any time prior to the Proposal Submission Date provided in Section 1.3, *Proposal Submission Date; Anticipated Procurement Schedule*, by written notice of withdrawal or written submission of the modification, signed in the same manner

and by the same persons who signed the Proposal. Such written notice must be addressed to the City Primary Contact as specified in Section 1.4.

### 3 Proposal Requirements

#### 3.1 Administrative Requirements

Applicants are expected to comply with all administrative requirements provided in this Section 3.1.

##### 3.1.1 Mandatory Online Registration and Filing 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/> by clicking on eContract Philly.<sup>1</sup> 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

---

<sup>1</sup> The eContract Philly website is compatible with Internet Explorer, Google Chrome and Apple Safari; but the site is not presently compatible with Mozilla Firefox.

Chapter 17-1400 of the Philadelphia Code (described in greater detail below) within fourteen (14) days after the joint venture receives notice that it has been awarded the contract.

Pursuant to Chapter 17-1400 of the Philadelphia Code, Applicants and contractors 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 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; 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](mailto: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.

Except as expressly provided otherwise on eContract Philly, Applicants that obtain the RFP via eContract Philly shall be bound by all instructions, disclaimers, terms and conditions for viewing, downloading and/or printing the RFP that are posted on the “Terms of Use” page of the site (accessed by clicking on the “Terms of Use” link on the Phila.Gov Home Page). These Terms of Use are incorporated in and made a part of this RFP by reference.

### **3.1.2 Contracting Disclosure Form Demographic Data Disclosures**

In accordance with Philadelphia Code Section 17-1402(1)(b)(.4), if the resulting contract is valued at or over \$91,000, the Applicant, if awarded, agrees to provide the following information before conformance of the contract:

- (a) Applicant’s prior years of experience performing on City contracts in any capacity during the five calendar years prior to the date the application must be filed;
- (b) “Demographic Data” (race, ethnicity, gender identity, job title, salary range, length of employment, Philadelphia residence, and other categories that may be established by regulation) on all individuals employed by the Applicant and as of the “Report Date” (June 30<sup>th</sup> immediately preceding the date the application is filed); and
- (c) Demographic Data on all individuals serving as board members of the Applicant on the Report Date.

Such disclosures shall be made on the online form provided by the City at: [phila.gov/tibform](http://phila.gov/tibform). The resulting contract will include a representation and covenant by the successful applicant that these disclosures contain no material misstatements or omissions. Under Section 17-1402(1)(f) of the Code, material misstatements or omissions of these disclosures under two or more contracts shall constitute a breach of such representation and covenant, rendering the contract voidable at the City's option, and shall subject the contractor to liquidated damages to the City in the amount of ten percent (10%) of the total value of the payments to be made to the contractor under the contract.

In addition, Applicant understands that false certification or representation is subject to prosecution under Title 18 Pa.C.S.A. Section 4904.

### 3.1.3 Pre-Proposal Meeting

An optional Pre-Proposal Meeting to review the requirements of this RFP will be held virtually via Zoom on Friday, September 20, 2024, starting at 10 AM Local Philadelphia Time, using the following link:

Topic: PHL Digital Content Management System RFP--Pre-proposal meeting  
Time: Sep 20, 2024 10:00 AM Eastern Time (US and Canada)

Join ZoomGov Meeting

<https://phl-org.zoomgov.com/j/1611320766?pwd=DB9xVNZtb3F74jxIS1b6QAKUlwZc7e.1>

Meeting ID: 161 132 0766

Passcode: 889268

---

One tap mobile

+16692545252,,1611320766#,,,,\*889268# US (San Jose)

+16692161590,,1611320766#,,,,\*889268# US (San Jose)

---

Dial by your location

- +1 669 254 5252 US (San Jose)
- +1 669 216 1590 US (San Jose)
- +1 415 449 4000 US (US Spanish Line)
- +1 551 285 1373 US (New Jersey)
- +1 646 828 7666 US (New York)
- +1 646 964 1167 US (US Spanish Line)

Meeting ID: 161 132 0766

Passcode: 889268

Find your local number: <https://phl-org.zoomgov.com/u/adLGi8aTZC>

**The City encourages attendance at the Pre-Proposal meeting.** Applicants are encouraged to be present for the entire meeting. The City believes that attendance at the Pre-Proposal Meeting is essential for successful participation in this RFP procurement.

### **3.1.4 Addenda to the RFP; Requests for Information; Inconsistencies**

The City may, in its sole discretion, issue addenda to this RFP containing responses to questions and requests for information, addressing matters raised at the Pre-Proposal meeting(s), clarifications of the RFP, revisions to the RFP, or any other matters that the City deems appropriate. Addenda will be posted on eContract Philly. It is the Applicant's responsibility to monitor eContract Philly for Addenda and to comply with their terms.

All questions, requests for clarification, and requests for additional information regarding this RFP must be submitted to the City's Primary Contact not later than the deadline set forth in Section 1.3. All such questions and requests must be submitted in writing, by email, to the City's Primary Contact. Responses to such questions and requests shall be at the City's sole discretion and nothing in this RFP shall create an obligation on the City to respond to the submitting party or at all. In the City's sole discretion, responses may be posted on eContract Philly without formal notification to prospective Applicants.

No oral response by any employee or agent of the City shall be binding on the City or shall in any way constitute a commitment by the City.

If an Applicant finds any inconsistency or ambiguity in the RFP or an addendum to the RFP issued by the City, the Applicant is requested to notify the City in writing by the questions due date as set forth in Section 1.3.

### **3.1.5 Proposals Binding**

By submitting its Proposal, the Applicant agrees to be bound by all terms and conditions of its Proposal, including, without limitation, the prices stated therein, for a period of one hundred and eighty (180) days from the Submission Date. An Applicant's refusal to enter into a contract that reflects such terms and conditions may, in the City's sole discretion, result in rejection of the Proposal, termination of any negotiations with the Applicant, and/or Applicant's forfeiture of its Proposal Security, if required by this RFP, as set forth in the "Proposal Security" section of the RFP (included in the RFP if Proposal Security is required).

It shall be the Applicant's responsibility to review and verify the completeness of its Proposal.

Applicants may withdraw or modify their Proposals at any time prior to the Submission Date by written notice of withdrawal or written submission of the modification, signed in the same manner and by the same person(s) who signed the initial Proposal, to the City's Primary Contact. The City reserves the right, at its sole discretion, to permit or require modifications to any Proposal after it is submitted, as set forth in the "Reservation of Rights" sections of the RFP.

### **3.1.6 Proposal Submission Requirements**

Proposals submitted in response to this RFP must be submitted electronically on eContract Philly, in accordance with the instructions and requirements there posted and by the time and date provided in Section 1.3, *Proposal Submission Date; Anticipated Procurement Schedule*. Proposals should include a table of contents listing all sections, figures, and tables and their corresponding page numbers.

Qualifications and Technical/Cost Proposals in Separate Volumes. Applicants will organize their Proposals into two separate electronic files, referred to herein as Volume 1 and Volume 2. The details for each volume are provided below:

- Volume 1 - Qualifications  
Volume 1 will set forth the Applicant’s qualifications and must be labeled on the cover with “Digital Content Management System Support Proposal, Volume 1 – Vendor Qualifications.” The required contents of Volume 1 are defined in the “Qualifications of Applicants” section below.
- Volume 2 – Technical Approach and Cost Proposal  
Volume 2 will set forth the Applicant’s technical approach and solution for meeting the requirements of the RFP, and its cost Proposal, and must be labeled on the cover with “Digital Content Management System Support Proposal, Volume 2 – Technical Approach and Cost Proposal.” The required contents of Volume 2 are defined in the “Technical Approach and Cost Proposal” section below.

### **3.2 Implementation Plan, Statement of Work, Project Schedule and Milestone Payment Schedule**

Applicants must submit the following documents (collectively, “Project Documents”) as part of their Proposals, in accordance with the overall structure of the work as set forth in the RFP and the specific format and other requirements provided in Appendix B (if no requirements are provided in Appendix B, Applicants should submit the Project Documents in the form they currently use for work of the type here sought):

- (a) an implementation plan for the proposed System and/or services that describes in detail (i) the methods, including controls, by which the Applicant manages projects of the type sought by this RFP; (ii) where software is to be developed, customized, and/or implemented as part of the project, the Applicant’s software development and implementation methodology, including, but not limited to, version control, error correction, pre-delivery testing and de-bugging procedures, and post-installation testing; (iii) and any other project management or implementation strategies or techniques that the Applicant intends to employ in carrying out the work;
- (b) a detailed statement of the work to be performed, in a form that the Applicant considers appropriate and sufficient for incorporation in a contract document;
- (c) a detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, principal schedule milestones, and overall time of completion; and
- (d) a milestone payment schedule setting forth the frequency and amount of progress payments and identifying the tasks and deliverables (“milestones”) to be completed for each payment.



Proposals will be evaluated in part on the adequacy of the proposed Project Documents. The City reserves the right, in its sole discretion, to impose additional or different requirements on any of the Project Documents submitted in any Proposal, without notice to other Applicants.

### **3.3 Proposal Contents**

#### **3.3.1 Volume 1 – Qualifications of Applicants**

Proposals will be evaluated, in part, on the Applicant's ability, in the City's sole judgment, to demonstrate technical and financial capacity to perform the work it proposes in accordance with the requirements of this RFP. Applicants are accordingly required to furnish the information described below. The City reserves the right, in its sole discretion, to require additional or different qualifications information, and is the sole judge of whether the Applicant's submissions meet the information requirements provided below and are sufficient to demonstrate the Applicant's qualifications.

Volume 1 of the Proposal should include the following sections, with the information specified for each.

Volume 1, Section 1: Description of Applicant. The Applicant shall provide:

- (a) Name, street address, mailing address if different, email address, and telephone and facsimile numbers of the Applicant.
- (b) Year established (include former firm names and year each applied). Identify the country and state in which the firm was incorporated or otherwise organized.
- (c) Type of ownership and parent company and subsidiaries, if any. Include dates of any corporate mergers and/or acquisitions including all present and former subsidiaries with dates of any and all re-structuring since the founding date.
- (d) Address and telephone number of production facility(ies) where any of the work is to be accomplished (if different than item a); name, address, and telephone number of the proposed project manager.
- (e) A narrative description and organization chart depicting the management of the Applicant's organization and its relationship to any larger business entity.
- (f) A description of the overall operations of the Applicant, the number and scope of other projects currently ongoing or set to begin in the near future.
- (g) A narrative description of Applicant's familiarity with and prior operating experience in the Philadelphia region. Specifically identify (i) all projects in the last five years on which Applicant has worked that are valued at over \$100,000 and located in the City of Philadelphia, (ii) any contracts valued at over \$100,000 entered into with the City of Philadelphia in the last five years; and (iii) any contracts valued at over \$100,000 entered into with any other

government entity in the last five years (the 15 most recent such contracts shall be sufficient; Applicants may list more than 15).

- (h) Provide, at Applicant's option, any additional information not specifically listed above which demonstrates the qualifications of the Applicant to perform the scope of work specified in this RFP.

Volume 1, Section 2: Technical Qualifications

- (a) The Applicant shall provide information that demonstrates that it possesses the technical expertise that the City requires for this RFP.
  - i. Applicants should submit three (3) references from owners of projects that are comparable in size, complexity and scope of work sought by this RFP. The references should also demonstrate the Applicant experience with the technology solution proposed. The histories of such projects that they have completed, firm resumes and resumes of key personnel should also be included as well as other such information believed to demonstrates the indicated types of experience. All references should include the name, title, telephone number of both the current owner of the project and the owner of the project at time of work effort. Specific reasons for using the reference must also be provided. **Please do not provide references for anyone who is employed at PHL or PNE as these references will be rejected.**
- (b) The Applicant must demonstrate adequate experience in the following areas; the City prefers a minimum of five years' experience:
  - (1) Large-scale, distributed database design and implementation.
  - (2) PC and mainframe operating system management and support.
  - (3) Software design, integration, testing and support.
  - (4) Help desk operations.
  - (5) Computer-based training development.
  - (6) Large-scale project management experience.
  - (7) High availability systems that are mission critical.
  - (8) Previous installations of Content Management Systems.
  - (9) Previous experience and installation of municipal, state or federal information systems.
  - (10) Experience in managing transition to the proposed environment.
  - (11) Experience with the process proposed to implement the solution (either package or build), including demonstrated ability to control peripheral devices (i.e. mobile devices, scanners, etc.).
  - (12) Procurement.
  - (13) Architecture and design services.
  - (14) Installation services.
  - (15) Operations Support Systems (OSS) services.

Volume 1, Section 3: Financial Qualifications. The Applicant shall provide:

- (a) A narrative that demonstrates its financial capacity to undertake and complete the project as proposed and to furnish software systems and/or services in accordance with the RFP;

- (b) A current audited statement of financial condition prepared by an independent certified public accountant;
- (c) In lieu of a current audited statement of financial condition, the Applicant shall provide a balance sheet and P&L statement with a certified statement by a certified public accountant;
- (d) Financial statements for the two (2) years preceding the year to which the statement required in (b) applies, prepared by an independent certified public accountant;
- (e) A bank reference;
- (f) A statement disclosing any audits of the Applicant by the federal government;
- (g) A statement disclosing any bankruptcy or insolvency proceeding that Applicant has filed or that has been against Applicant pursuant to Chapter 11 or Chapter 7 of the United States Bankruptcy Code, or any applicable state law of comparable effect.
- (h) If performance bonds are required under the RFP, a notarized letter from an approved surety stating the willingness of the surety to issue the bonds to the Applicant as principal;
- (i) A description of contracts with municipalities for work of similar type, scope, and value as the work sought by this RFP; including, for each, the name, address, and telephone number of a contact person;
- (j) A copy of the most recent Form 10-K filed by the Applicant with the U.S. Securities and Exchange Commission, and copies of all Form 8-Ks filed since the filing of the most recent 10-K. If a Form 10-K is not filed with the SEC, submit the following:
  - certified audited financial statements for the past three fiscal years including, at a minimum, income statements, balance sheets and statements of changes in financial position; if fewer than three years of financial statements are available, this information should be provided to the fullest extent possible;
  - copies of the latest quarterly financial reports;
  - a copy of the Applicant's most recent annual report;
- (k) If the Proposal is submitted by a partnership and/or joint venture, provide full information concerning the nature and structure of the partnership and/or joint venture, including:
  - What entity will be guaranteeing contract performance?
  - Date of joint venture or partnership.
  - Does the agreement between members comprising the joint venture make each jointly and severally liable for contractual obligations of this project?
- (l) Any other information not specifically itemized above that it believes to be demonstrative of its financial capacity.

Volume 1, Section 4: 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 I as to Applicant’s status as a Local Business Entity or its local impact if awarded the contract. (See Section 3.5 for more information.)

**3.3.2 Volume 2 – Technical Approach and Cost Proposal**

Volume 2 will set forth the Applicant’s technical approach and solution for meeting the requirements of the RFP, and its Cost Proposal. Volume 2 of the Proposal should be divided into five index-tabbed sections, including the information identified below for each section.

Volume 2, Section 1: Organization and Management. The Applicant shall provide the following in Section 1:

- (a) Organizational charts addressing the delineation of authority and responsibilities in performing the work described in the Proposal and identifying all key personnel, including, but not limited to, the project manager.
- (b) Company affiliation, job title, and resume of each individual listed in on the organizational chart, setting forth work experience, education, professional achievements, and any publications related to the type of work to be performed. (The City will require that the key people proposed for the project participate in their proposed capacities and the City must approve any substitutions or replacements.)
- (c) Detailed descriptions of the following:
  - The system development methodology as defined in the “Project Approach and Plan” in the RFP Appendices;
  - The project management approach as defined in the “Project Approach and Plan” in the RFP Appendices;
  - All computer hardware, communications equipment, network equipment, and other equipment required for the software system proposed, with detailed specifications for each;
  - A mapping of functional and other requirements to the technology requirements;
  - Reasons for selection of hardware and software environment, if applicable; and,
  - The proposed pilot (“proof of concept”) implementation, if required by the RFP.

Volume 2, Section 2: Scope of Work Plan. Section 2 will provide a detailed description of the Applicant’s plan for completing the work proposed in accordance with the time-of-performance requirements of the RFP. The plan should include:

- (a) The proposed Project Documents, as described in Section 3.2, *Implementation Plan, Statement of Work, Project Schedule and Milestone Payment Schedule*;
- (b) A comprehensive list of tasks required to complete the scope of work proposed, with estimated effort (expressed in persons, identified by skill set, and hours) required for each task;

- (c) A detailed written description of how the Applicant intends to accomplish each task;
- (d) The name of key personnel identified in Volume 2, Section 1 who will be assigned to complete each task;
- (e) The approximate amount of time each day that each of the key personnel identified in Volume 2, Section 1 will spend on the project (e.g. Project Director will spend approximately 25 percent of his/her time during Step 1 of the project);
- (f) The items specified in the Appendices to the RFP, to the extent not provided in response to the foregoing;
- (g) All assumptions relied upon to develop the work plan and estimate and all conditions for its fulfillment as proposed, with specific emphasis on City responsibilities; and
- (h) Any other technical or management approach or process that the Applicant will use to ensure that the project plan can be completed as proposed and in accordance with the time-of-performance constraints provided in the RFP.

Volume 2, Section 3: Technical Proposal. Section 3 should include detailed information addressing each of the following:

### **Technical**

#### **Experience and Expertise:**

- Proven track record in deploying CMS solutions in airport environments or similar large-scale, high-traffic environments. The deployments should have a minimum of five hundred (500) end devices displaying static, dynamic and video content. As well as a minimum of two (2) external system interfaces/integrations providing source data for display.
- Have for a minimum of five (5) years' experience designing, implementing, configuring and supporting Digital Content Management Systems and IT related systems.
- Demonstrate experience as the primary entity responsible for the overall design, implementation, interfacing, integration of systems and support services similar to the requirements specified in this RFP.
- Expertise in handling digital content for dynamic, real-time information systems such as Flight Information Display Systems (FIDS).

#### **System Integration**

- Ability to integrate seamlessly with existing airport IT infrastructure, including FIDS, baggage handling systems, and other critical airport systems.
- Compatibility with various hardware and software platforms commonly used in airports.

## **Security**

- Compliance with industry standards and regulations for data security and privacy.
- Robust security features, including encryption, access controls, and regular security audits.

## **Reliability and Fault Tolerance**

- High availability and fault tolerance to ensure continuous operation, even during component failures.
- Disaster recovery and backup solutions to safeguard against data loss and downtime.

## **Functional**

### **Content Management Features**

- Comprehensive content creation, management, and publishing capabilities.
- Support for multimedia content, including text, images, videos and interactive elements.

### **Real-Time Data Integration**

- Ability to integrate and display real-time data such as flight status updates, weather conditions, and other critical information.
- APIs or other mechanisms for real-time data ingestion and dissemination.

### **User Interface and Usability**

- Intuitive and user-friendly interface for both administrators and end-users.
- Customizable templates and layouts to suit different use cases and branding requirements.

### **Analytics and Reporting**

- Built-in analytics and reporting tools to track content performance and user engagement.
- Customizable reports to provide insight into system usage and content effectiveness.

## **Support and Service**

### **Vendor Support**

- 24/7 technical support and customer service to address any issues promptly.
- Dedicated account management and regular maintenance updates.
- Sufficient experience and resources necessary to provide local on-site and back-up support to support the required coverage and response time requirements that are typical in an airport environment.
- Proposed technicians shall possess a minimum of three (3) years' experience in the implementation and support of CMS and visual information display systems and be

certified by the manufacturer (as applicable) for providing support for the proposed solution.

### **Training and Documentation**

- Comprehensive training programs for airport staff to effectively use and manage the CMS.
- Detailed documentation, including user manuals, technical guides and troubleshooting resource, and

### **Service Level Agreements (SLAs)**

- Clear SLAs defining response times, resolution times, and uptime guarantees.

Volume 2, Section 3: Technical Proposal should also include detailed information addressing each of the following, when applicable to the specific project outlined in this RFP:

- (a) Topology and infrastructure diagrams defining the technology proposed;
- (b) The software architecture of the proposed solution (two-tier or three-tier environment, etc.), including detailed justification for the architecture selected and information correlating each software component or tool proposed to the following architecture layers, each of which must be described in detail:
  - workflow-processing plan that defines the solution with respect to process definition and workflow API and interchange.
  - reporting infrastructure proposed to handle predefined and ad hoc reports.
  - archiving and auditing plan to address the business requirements;
- (c) Logistical and support plan for deployment of the application;
- (d) Outline of city resource requirements for supporting the proposed solution;
- (e) Outline of the disaster recovery plan for supporting the proposed solution;
- (f) Anticipated bandwidth requirements;
- (g) Server storage and hardware requirements with associated cost;
- (h) Network issues such as latency, coverage issues, time-of-day performance, network congestion, packet size, and other performance factors.
- (i) Performance standards for the software system proposed, including, but not limited to, the items identified below, together with any network or other equipment specifications or characteristics, and any assumptions as to number of concurrent users and their levels of access, on which the performance standards are conditioned:

- Server Disk input/output (I/O)
- Transactions Per Minute (TPM)
- Page Swapping
- Response Time
- Throughput
- Performance assumptions
- System Availability expressed in “mean time to failure” and “mean time to repair”
- Bandwidth utilization expressed in bytes per second required by the system under all anticipated load conditions

Volume 2, Section 4: Cost Proposal.

The Cost Proposal must conform to the requirements provided in Appendix C, *Cost Proposal Requirements*, and must be submitted on the template uploaded on eContract Philly.

**Applicants should note that the City is not subject to federal, state, or local sales or use taxes or to federal excise tax. The cost proposal may not include any such taxes.**

Volume 2, Section 5: Requirements Compliance Certification

Detailed requirements for the System are provided in Appendix A, *Detailed Project Requirements* and in Appendix A-1, *CMS Full Technical Specifications*. The Proposal must specify, for each requirement, that the proposed solution and/or services fully satisfies the requirement, does not satisfy the requirement, or partially satisfies the requirement (in which case, the extent of compliance and non-compliance with the requirement must be fully identified and explained, including all features not provided).

Applicants are accordingly required to fill out and submit the Requirements Compliance Matrix attached in Appendix D, *Requirements Compliance Certification*. To facilitate responses and the City’s review, the City will provide an electronic version of the Matrix in Excel and uploaded as a separate document to eContract Philly. Each row of this spreadsheet will contain one requirement; columns in the spreadsheet will contain drop down lists with acceptable responses. The first response column will allow the vendor to select whether the requirement (i) is fully satisfied by the proposed solution, (ii) is partially satisfied, or (iii) is not satisfied at all. When the value corresponding to either “partially satisfied” or “not satisfied” is selected, the vendor will be directed (and is required) to provide an explanatory response in the next column of the spreadsheet. The permitted values for the explanatory response column are (iv) the requirement could be fully satisfied with customization of the software, (v) the requirement will be fully satisfied with the next planned release of the software, or (vi) the requirement will not be satisfied by the proposed solution.

Where (iv) is the response, the required customization must be fully described, and any additional cost to the City identified. Where (v) is the response, the release date (i.e. final, ready-for-production release date) must be provided, together with a full description of all features that the software will not provide and all respects in which it will not satisfy the requirement until such release. Where (vi) is the response, a full description of all features that the software will not provide and all respects



in which it will not satisfy the requirement must be provided. These further explanations are to be provided in text sections identified by entering a reference number in the last column of the spreadsheet, with a separate reference number to the additional text for each requirement.

The Requirements Compliance Matrix, in the form of a Microsoft Excel 97 or above spreadsheet, is available on eContract Philly. **The completed Matrix must be included with the Proposal materials submitted to eContract Philly.**

### **3.4 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), and results in a Service Contract in an amount in excess of \$250,000, then, pursuant to Chapter 17-1900 of The Philadelphia Code, the contractor 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 contractor 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 17-1400 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 any Service Contract resulting from this RFP.

### **3.5 Local Business Entity or Local Impact Certification**

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

The City is committed to leveraging its buying power to uplift and grow our local economy, which will result in more jobs for Philadelphians, including local and small, Minority-, Women-, and Disabled-owned businesses. For this reason, the City will consider local impact as a significant factor

in our proposal evaluation for this contracting opportunity. If you meet the requirements of a certified Local Business Entity (LBE), we strongly recommend that you get certified for free by following the steps found here:

<https://www.phila.gov/services/business-self-employment/bidding-on-a-city-contract/get-certified-as-a-local-business-entity/>

Include a copy of your certification with your proposal and/or include a statement about how you envision impacting the local economy through this work.

For contracts valued at \$1 million or more annually, please also detail in your proposal the local impact if you are awarded the contract, by including the following information:

- a. Anticipated quality jobs created or sustained in Philadelphia through the contract;
- b. Anticipated hiring of Philadelphia residents to perform work under the contract;
- c. Will you open offices in Philadelphia if awarded the contract?;
- d. Are you planning to form a joint-venture or subcontract with any Philadelphia-based entities? If so, please detail those partnerships; and,
- e. Any other information you deem relevant to demonstrating local impact.

### **3.6 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 H.**

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](mailto: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.<sup>[1]</sup> Applications for a Business Income and Receipts Tax Account Number or a Commercial Activity License<sup>[2]</sup> may be made on line by visiting the City of Philadelphia Business Services Portal at 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 at 215-686-2490 for questions related to the Commercial Activity License.

## **4 City-Wide Contract Requirements**

Any Applicant selected to enter into final negotiations will be expected to enter into a contract with the City containing terms acceptable to the City, including, but not limited to, terms substantially similar to the insurance, indemnification and other provisions set forth or described below, which are generally required by the City in contracts for software systems and/or consulting services that involve software design, development or implementation. The City reserves the right, however, to require or negotiate different and/or additional terms and conditions in any final contract resulting from this RFP if, in the sole judgment of the City, it is in the best interest of the City to do so, without notice to other Applicants and without affording other Applicants any opportunity to revise their proposals based on such different or additional terms.

Applicants may state for the City’s consideration any objections to the following contract terms, in a separate section of the Proposal. Any such objection must identify the specific section(s) objected to, state the reason(s) for the objection, and propose alternative language or terms. Terms to which no objection is asserted will be presumed acceptable to the Applicant. The City may, in its sole discretion, evaluate proposals in part according to whether the Applicant so objects, and the number and type of objections asserted.

### **4.1 Term and Renewal**

The initial term of the Contract shall commence on January 1, 2025, and, unless sooner terminated by the City pursuant to the terms of the Contract, shall expire twelve (12) months thereafter, on December 31, 2025. The City may, at its sole option, amend the Contract to add up to four (4) 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.

---

<sup>[1]</sup> Applicants that have a Business Privilege Tax Number should use that number, as it is automatically their Commercial Activity License Number, and need not apply for a new Commercial Activity License Number. Similarly, Applicants with a Business Privilege Tax Account Number should use that number as their Business Income and Receipts Tax Account Number.

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

## **4.2 Certificate of Non-Indebtedness**

The Contractor hereby certifies and represents that the Contractor and the Applicant's parent company(ies) and subsidiary(ies) are not currently indebted to the City and will not, if awarded the Agreement, at any time during the term of the Contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent water bills and/or delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), liens, judgments, fees or other debts for which no written Contractor payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, the Contractor acknowledges that any breach or failure to conform to this certification may, at the option of the City, result in the withholding of payments otherwise due to the Contractor under the Agreement and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments and/or the termination of this Agreement for default (in which case the successful Contractor shall be liable for all excess costs and other damages resulting from the termination).

The Subcontractor hereby certifies and represents that the subcontractor and subcontractor's parent company(ies) and subsidiary(ies) are not currently indebted to the City and will not at any time during the term of the Contractor's Agreement with the City, including any extensions or renewals thereof, be indebted to the City, for or on account or any delinquent water bills and/or delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), liens, judgments, fees or other debts for which no written Contractor payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, subcontractor acknowledges that any breach or failure to conform to this certification may, at the option and direction of the City, result in the withholding of payments otherwise due to subcontractor for services rendered in connection with the Contract and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments otherwise due to subcontractor and/or the termination of subcontractor for default (in which case subcontractor will be liable for all excess costs and other damages resulting from the termination).

## **4.3 Insurance; Performance Bonds**

### **4.3.1 Insurance**

The Contractor will be required to procure and maintain, at its sole cost and expense, the types and minimum limits of insurance described below, on the terms specified; provided, however, that the City may, at its sole discretion, establish different minimum limits based on the final scope of work for the project.

Unless otherwise approved by the City's Risk Management Division in writing, the Contractor shall, at its sole cost and expense, procure and maintain, or cause to be procured and maintained, in full force and effect, the types and minimum limits of insurance specified below, covering Provider's performance of the Services and the furnishing of the Deliverables. Provider shall procure, or cause to be procured, all insurance from reputable insurers admitted to do business on a direct basis in the Commonwealth of Pennsylvania or otherwise acceptable to the City. All insurance herein, except

the Professional Liability insurance, shall be written on an “occurrence” basis and not a “claims-made” basis. In no event shall Provider perform any Services or other work until Provider has delivered or caused to be delivered to the City’s Risk Management Division the required evidence of insurance coverages. All insurance coverages shall provide for at least thirty (30) days prior written notice to be given to the City in the event coverage is materially changed, canceled, or non-renewed. The City, its officers, employees, and agents shall be named as additional insureds on the General Liability and Cyber Insurance policies. Provider shall also deliver or cause to be delivered to the City an endorsement stating that the coverage afforded City and its officers, employees, and agents, as additional insureds, will be primary to any other coverage available to them and that no act or omission of the City, its officers, employees or agents shall invalidate the coverage.

- (a) Workers Compensation and Employers Liability
  - Workers Compensation: Statutory limits
  - Employers Liability: \$100,000 Each Accident - Bodily Injury by Accident; \$100,000 Each Employee - Bodily Injury by Disease; and \$500,000 Policy Limit - Bodily Injury by Disease.
  - Other states insurance including Pennsylvania.
- (b) General Liability Insurance
  - Limit of liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; \$1,000,000 advertising injury; \$2,000,000 general aggregate and \$1,000,000 aggregate for products and completed operations. The City may require higher limits of liability if, in the City sole discretion, the potential risk warrants.
  - Coverage: Premises operations; blanket contractual liability; personal injury liability; products and completed operations; independent contractors, employees and volunteers as additional insureds; cross liability; and broad form property damage (including completed operations).
- (c) Automobile Liability
  - Limit of liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
  - Coverage: Owned, non-owned and hired vehicles.
- (d) Professional Liability Insurance
  - Limit of liability: \$1,000,000 with a deductible not to exceed \$50,000.
  - Coverage: Errors and omissions including liability assumed under contract.
  - Professional Liability Insurance may be written on a claims-made basis provided that coverage for occurrences happening during the performance of the work required under this contract shall be maintained in full force and effect under the policy or “tail” coverage for a period of at least two (2) years after completion of the work.
- (e) Cyber Liability
  - Limit of Liability: \$1,000,000 Per Claim/Aggregate

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

Certificates of insurance evidencing the required coverages must specifically reference the City contract number for which they are being submitted. The original certificates of insurance must be submitted to the City's Risk Management Division, and copies shall be submitted to the City at the address set forth in the contract. Both submissions must be made at least ten (10) days before work is begun and at least ten (10) days before each renewal term. The City, in its sole discretion, may waive the ten (10) day requirement for advance documentation of in such situations where such waiver will benefit the City, but under no circumstances shall the Contractor actually begin work (or continue work, in the case of renewal) without providing the required evidence of insurance. The actual endorsement adding the City as an additional insured must specifically reference the City contract number and be submitted to the City's Risk Management Division. The City reserves the right to require the Contractor to furnish certified copies of the original policies of all insurance required under the Contract at any time upon ten (10) days written notice to the Contractor.

Contractor may not self-insure any of the coverages required under the Contract without the prior written approval of the City. In the event that Contractor desires to self-insure any of the coverages listed above, it shall submit to the City, prior to the commencement of work hereunder, a certified copy of Contractor's most recent audited financial statement, and such other evidence of its qualifications to act as a self-insurer (e.g., state approval) as may be requested by the City. In the event the City grants, Contractor understands and agrees that the City, its officers, employees, and agents, shall be entitled to receive the same coverages and benefits under Contractor's self-insurance program that they would have received had the insurance requirements set forth above been satisfied by a reputable insurer admitted and duly authorized to do business in the Commonwealth of Pennsylvania or otherwise acceptable to the City. If at the time of commencement of the Term of the Contract, Contractor self-insures its professional liability or workers' compensation and employers' liability coverage, Contractor may, in lieu of the foregoing, furnish to the City a current copy of the state certification form for self-insurance or a current copy of the State Insurance Commissioner's letter of approval, whichever is appropriate. The insurance (including self-insurance) requirements set forth herein are not intended and shall not be construed to modify, limit, or reduce the indemnifications made in the contract by Contractor to the City, or to limit Contractor's

liability under the contract to the limits of the policies of insurance (or self-insurance) required to be maintained by Contractor hereunder.

#### **4.3.2 Performance Bonds**

Upon the execution of the Contract, the Contractor shall, at its sole cost and expense, provide the City with a performance bond, as prepared by the Law Department of the City, in the amount of at least 50 percent of the total contract amount for the performance of and compliance with all the terms and conditions of the Contract. (The City reserves the right to require a performance bond and/or payment bond in a greater amount, based on the proposal(s) of the successful Applicant(s).) The performance bond shall be with a surety acceptable to the City and shall name the City as obligee thereon. The performance and payment bonds required by this section shall be required until Final Acceptance in accordance with the terms of the Provider Agreement.

#### **4.4 Indemnification**

The Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents, from and against any and all losses, costs (including, but not limited to, litigation and settlement costs and counsel fees), claims, suits, actions, damages, liability and expenses occasioned wholly or in part by the Contractor's act or omission or negligence or fault or the act or omission or negligence or fault of the Contractor's agents, Subcontractors, employees or servants in connection with the Contract, including, but not limited to, those in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, failure to pay such Subcontractors and suppliers, any breach of the Contract, and any infringement or violation of any proprietary right (including, but not limited to, patent, copyright, trademark, service mark and trade secret). This obligation to indemnify, defend and hold harmless City, its officers, employees and agents, shall survive the termination of the Contract.

#### **4.5 Proprietary Rights Indemnification**

##### **4.5.1 Indemnification**

- (a) Contractor warrants that all Software, Documentation, Services, and Deliverables do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the City, the City shall promptly notify Contractor in writing and Contractor shall defend such claim, suit or action at Contractor's expense, and Contractor shall indemnify the City against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs and counsel fees) whether or not such claim, suit or action is successful.
- (b) Contractor will not, however, be responsible for such loss, cost, damage, expense or liability if infringement is finally determined by a court of competent jurisdiction to be the sole result of (1) the City's modification of the Software or its use of the Software in a manner not intended by the Parties or contemplated by this Contract; (2) the City's failure to use corrections or enhancements made available by Contractor that do not materially alter the functionality of the

Software as it exists at the time furnished; (3) the City's distribution or marketing of the Software to third parties for revenue producing purposes; or (4) the act or omission of the third party supplier of a software product used in combination with Contractor's Software but not furnished by Contractor under this Contract. Prior to such final determination, however, Contractor shall remain fully responsible, at its expense, for the defense and indemnification of any infringement claim in accordance with this Section; provided, that if the claimed infringement is finally determined to be solely the result of one or more of (1)-(4) noted above, the City will reimburse Contractor for its reasonable expenses (including reasonable litigation costs and attorney's fees) incurred therein.

#### **4.5.2 Infringing Products**

If Software, Documentation, or Deliverables furnished by Contractor is, or in Contractor's reasonable judgment is likely to be, held to constitute an infringing product, Contractor shall at its expense and option either:

- (a) Procure the right for the City to continue using the Software or other product;
- (b) Replace the Software or other product with a non-infringing equivalent;
- (c) Modify the Software or other product to make it non-infringing, provided that the modification does not materially alter the functionality of the Software or other product, or the City agrees to and accepts the modification in writing; or

In the event Contractor is ordered by a court of competent jurisdiction to remove the Software or other product, and all right of appeal or stay is exhausted as to such order, accept return of the Software or other product and refund to the City the full amount paid by the City to Contractor pursuant to this Contract.

#### **4.5.3 Exclusive Remedy**

The foregoing remedies constitute the City's sole and exclusive remedies and Contractor's entire liability with respect to infringement of proprietary rights. To receive the foregoing indemnity, the City must promptly notify Contractor in writing of an infringement claim or suit, provide reasonable cooperation (at Contractor's expense), and full authority to Contractor to defend or settle the claim or suit. Contractor will have no obligation to indemnify the City under any settlement made without its written consent.

### **4.6 Century Date Standard**

#### **4.6.1 Covered Work**

Contractor represents and warrants that the following items furnished under the contract shall conform to the City of Philadelphia Century Date Standard set forth below; such warranties and representations are in addition to, and not in lieu of, Contractor's warranties and representations set forth in Propriety Rights Indemnification in this section, Warranty and elsewhere in the Contract, and shall not limit or excuse any of Contractor's obligations under such warranties:

All operating system software, application software, and other software, and all firmware, including, but not limited to, any authorization code or other code incorporated in such software or firmware for the purpose of disabling or limiting the functionality of the software under conditions specified



by the manufacturer or publisher of the software;

#### **4.6.2 Century Date Standard**

The City of Philadelphia Century Date Standard consists of the following standards for General Integrity, Date Integrity, and Interface Integrity:

- (a) General Integrity. No value for current date will cause interruptions in the operation of the software, firmware, or equipment and the software, firmware and equipment will operate without any date-related faults or failures and without producing inaccurate data, including any calculation involving a span of time, which crosses a century.
- (b) Date Integrity. All manipulations of time-related data (including, without limitation, dates, durations, days of week, month, and year) will produce results that conform to the manufacturer's specifications for the software or equipment for all valid date values within the application domain. (Must comply with ISO 8601)
- (c) Interface Integrity.
- (d) Explicit Century: Date elements in interfaces and data storage shall permit specification of the century by means that will eliminate all ambiguity as to the applicable century for date and date-related data.
- (e) Implicit Century: For any date element represented without century, the correct century shall be unambiguous for all manipulations involving that element before, during, and after January 1, 2000.
- (f) Source code. Source code for software shall comply with the standard set forth in Federal Information Processing Standard Publication 4-2 (FIPS PUB 4-2), Representation of Calendar Date for Information Interchange.

#### **4.6.3 Defects and Errors**

Contractor shall, at no cost to the City, repair any equipment, firmware and/or software that does not conform to the standards set forth above and cause it to conform such standards, or shall replace the software or equipment with software that does conform to such standards.

#### **4.7 Performance Standards**

The City expects that the contract resulting from this RFP will include performance standards for the System, including but not limited to response times for System functions and data-throughput/transfer rates.

#### **4.8 Acceptance**

##### **4.8.1 Conditional Acceptance**

- (a) Contractor shall notify the City in writing when Contractor contends that all Work comprising a Milestone is completed and ready for Conditional Acceptance by the City. Within thirty (30) days following receipt of Contractor's written notice, the City shall issue its written statement of Conditional Acceptance of the Milestone, or its written notice that the Work comprising the Milestone is not Conditionally Accepted. Conditional Acceptance will not be unreasonably withheld provided that all Work comprising the Milestone is completed and conforms to the Conditional Acceptance Standards.

(b) In the event any Work comprising a Milestone is rejected by the City, the City shall, in its notice of rejection, specify in reasonable detail the reasons for the rejection, including a description of the defects on which the rejection is based. Contractor shall, within five (5) business days following receipt of the City's notice, deliver to the City its plan for correcting all defects identified in the City's notice. Upon the City's written approval of the plan of correction, Contractor shall proceed to correct the defective Work in accordance with the approved plan and shall complete all corrections within thirty (30) calendar days following receipt of the City's approval of the plan, or such longer period as the City may agree to in writing (the "First Correction Period"). Upon completion of the corrections, Contractor shall notify the City in writing of such completion. The City shall determine whether the corrected Work complies with the Conditional Acceptance Standards and issue its written notice of Conditional Acceptance or rejection of the corrected work to Contractor. If the Work is rejected a second time, Contractor shall again be required to correct the defects within thirty (30) days; and if the Work still does not comply with the Conditional Acceptance Standards, following the Second Correction Period, the City may, in its sole discretion, (i) request Contractor, in writing, to remove the rejected portion at Contractor's expense and to restore the System (and the premises, if applicable) to its condition prior to performance of the Milestone; and/or (ii) remove the rejected portion itself, at Contractor's expense, if Contractor does not comply with such request; and/or (iii) perform the rejected portions of the work itself, through its own personnel or third parties, at Contractor's expense.

(c) The Conditional Acceptance Standards consist of the following:

- the descriptions of functionality and standards of performance that are set forth in the Statement of Work, the Performance Standards, the Functional Requirements, and elsewhere in this Contract, and that apply to the Milestone;
- the manufacturer's (including, without limitation, Contractor's, where applicable) most current published specifications for the Software, Equipment, and Deliverables that apply to the Milestone;
- the Preliminary Design and Detailed Design;
- the test criteria and standards of performance provided in the Test Plan(s) that are accepted and approved by the City and apply to the Milestone; and
- successful completion of the Conditional Acceptance Tests and the Reliability Period.

#### **4.8.2 Final Acceptance**

(a) Contractor shall notify the City in writing when Contractor contends that all Work required for the Project is completed and that the System and all other components of the Project have been fully performed in accordance with the Contract, including, without limitation, the Final Acceptance Standards, and the Work is ready for Final Acceptance Test(s). Following receipt of such notice, the City shall establish a schedule for commencing and conducting the Final Acceptance Test(s); the commencement date shall be not more than thirty (30) calendar days following the date on which the City receives Contractor's notice except as may be agreed otherwise by the parties. The Project shall not be Finally Accepted unless and until the System and all other components of the Project function together as an integrated whole in accordance with the Final Acceptance Standards.

(b) The Final Acceptance Standards consist of the following:

- the descriptions of functionality and performance and all standards of performance that are set forth in the Statement of Work, the Performance Standards, the Functional Requirements, and elsewhere in this Contract;
- the Documentation;
- the manufacturer's (including, without limitation, Contractor's, where applicable) most current published specifications for all Software, and Deliverables;
- all design documents prepared by Contractor under the Contract, including, without limitation, the Preliminary Design and Detailed Design;
- the test criteria and standards of performance set forth in the Test Plan(s), as accepted and approved by the City; and
- successful completion of the Final Acceptance Tests and the Reliability Period.

#### **4.8.3 Acceptance Test(s); Test Plan(s)**

The Services and Deliverables comprising each Milestone in the Milestone Payment Schedule shall be subject to conditional acceptance testing as approved and accepted by the City (the "Conditional Acceptance Tests"), and the Services and Deliverables as an integrated system shall be subject to final acceptance testing as approved and accepted by the City (the "Final Acceptance Tests"). No Conditional or Final Acceptance Test or other test of the Services and Deliverables shall commence unless and until Contractor has delivered and the City has accepted and approved, in writing, Contractor's written plan or plans setting forth, for the Conditional Acceptance Test(s) and the Final Acceptance Test(s), a test method and criteria and standards of performance that must be satisfied for the test to be successful (collectively, the "Test Plan(s)"). The Test Plan(s) shall include, without limitation, test methods and criteria and standards of performance for all Project Milestones, shall include all elements provided in the Statement of Work and otherwise conform to the general test requirements set forth in the Statement of Work, and shall fully test the System for conformance to the Performance Standards and other Final Acceptance Standards. The Test Plan(s) shall be Deliverables under the Contract.

#### **4.8.4 Reliability Periods**

(a) For Conditional Acceptance: The Software to be Conditionally Accepted must function in conformance with the Conditional Acceptance Standards and without any Material Defect or Material Failure for a period of [TBD during contract negotiation] consecutive calendar days, commencing on the day following the first successful completion of the Conditional Acceptance Test. In the event such Software suffers any Material Defect or Material Failure prior to the expiration of such period (the "Reliability Period"), Contractor shall remedy such Material Defect, and a new [TBD during contract negotiation] consecutive calendar day Reliability Period (the "Second Reliability Period") shall begin on the day that Contractor notifies the City that the remedy has been completed. In the event the Software does not successfully complete the Second Reliability Period without any Material Defect, the City may, at its sole discretion, proceed in accordance with this Section and exercise any remedy provided herein. For purposes of this Section, the following conditions shall also be deemed to be Material Failures sufficient to trigger the foregoing requirements and remedies: [TBD during contract negotiation]

(b) For Final Acceptance: It shall be a condition of Final Acceptance that the completed and fully integrated System function in conformance with the Final Acceptance Standards and without any Material Defect for a period of [TBD during contract negotiation] consecutive calendar days, commencing on the day following the first successful completion of the Final Acceptance Test. In the event the System suffers any Material Defect or Material Failure prior to the expiration of such period (the “Reliability Period”), Contractor shall remedy such Material Defect Failure, and a new [TBD during contract negotiation] consecutive calendar day Reliability Period (the “Second Reliability Period”) shall begin on the day that Contractor notifies the City that the remedy has been completed. In the event the System does not successfully complete the Second Reliability Period without any Material Defect, the City may, at its sole discretion, terminate the Contract for default and exercise any one or more of the remedies provided to the City in the Contract.

#### **4.9 Retainage**

The City shall retain twenty (20) percent of each Milestone Payment set forth in the Milestone Payment Schedule unless and until the Services and Deliverables are finally accepted in accordance with the Contract. The retained amounts shall be payable to Contractor sixty (60) days following such final acceptance of the Services and Deliverables by the City.

#### **4.10 City Audit**

From time to time during the Initial Term and any Additional Term(s) of the Contract, and for a period of five (5) years after termination of the Contract, the City may audit Contractor’s performance under the Contract. Audits may be conducted by representatives of the Department or other authorized City representatives including, without limitation, the City Controller. If so requested, Contractor shall submit to the City all vouchers or invoices presented for payment pursuant to the Contract, all cancelled checks, work papers, books, records and accounts upon which the vouchers or invoices are based, and any and all documentation and justification in support of expenditures or fees incurred pursuant to the Contract. All such vouchers or invoices, work papers, books, records, accounts, cancelled checks, documentation and justification shall be subject to periodic review and audit by the City.

#### **4.11 Termination for Convenience**

The City shall have the right to terminate this Contract at any time during the term of the Contract, for any reason, including, without limitation, its own convenience. If the Contract is terminated solely for the City’s convenience, the City shall issue a written Termination Notice, which shall set forth the effective date of the termination.

#### **4.12 Termination for Default**

If Contractor commits or permits an event of default, as set forth in this Section, the City shall so notify Contractor in writing, specifying in reasonable detail the nature of the default. Contractor shall have thirty (30) calendar days from receipt of that notice to correct the default. If the default is not cured within that time period, the City may terminate the Contract by providing Contractor with written notice of termination for default. The following shall constitute events of default on the part of Contractor:

- (a) Contractor's failure to comply with any provision, term, or condition of this Contract.
- (b) the appointment of a receiver, trustee or custodian to take possession of all or substantially all the assets of Contractor for the benefit of creditors, or any action taken or suffered by Contractor under any federal or state insolvency, bankruptcy, reorganization, moratorium or other debtor relief act or statute;
- (c) falseness of any warranty or representation of Contractor contained in any of the Contract Documents;
- (d) misappropriation by Contractor of any funds provided under the Contract or failure by Contractor to notify the City upon discovery of any misappropriation;
- (e) a violation of law which results in a guilty plea, a plea of nolo contendere, or conviction of a criminal offense by Contractor, its directors, employees, or agents (1) directly or indirectly relating to the Contract or the Work required under the Contract, whether or not such offense is ultimately adjudged to have occurred or (2) which adversely affects the performance of the Contract; and/or
- (f) indictment of or issuance of charges against Contractor, its directors, employees or agents for any criminal offense or any other violation of law directly relating to the Contract or the Work required under the Contract or which adversely affects the performance of the Contract, whether or not such offense or violation is ultimately adjudged to have occurred.

#### **4.13 Sales and Use Tax Exemption**

The City is not subject to federal, state, or local sales or use taxes or to federal excise tax. Contractor hereby assigns to the City all of its right, title and interest in any sales or use tax which may be refunded as a result of any materials purchased in connection with the Contract, and unless directed by the City, Contractor shall not file a claim for any sales or use tax refund subject to this assignment. Contractor authorizes the City, in its own name or the name of Contractor, to file a claim for a refund of any sales or use tax subject to this assignment.

#### **4.14 Unavailability of Funds**

If funding for the Contract from any source is not obtained and continued at an aggregate level sufficient to allow for payment for the Services and Deliverables under the Contract, the City may exercise one of the following options without liability or penalty to the City:

- (a) Terminate the Contract effective upon a date specified in a Termination Notice; or
- (b) Continue the Contract by reducing, through written notice to Contractor, the amount of the Contract and Services and Deliverables, consistent with the nature, amount, and circumstances of available funding.
- (c) The City's exercise of either option under this Section shall not affect any obligations or liabilities of either party accruing prior to such termination or reduction of Services or Deliverables. Contractor shall be compensated in accordance with the terms of the Contract for Services and Deliverables, satisfactorily performed and delivered prior to such termination under this Section.

Commodities or services on the contract resulting from this RFP to be ordered after the end of the current fiscal year are subject to the issuance of purchase orders for the following fiscal years. The City is not liable for the portion of the award involving following fiscal year's funds until such

orders are issued. The Vendor's obligation to deliver on such purchase orders shall not take effect until the orders are issued.

#### 4.15 Tax Requirements

Contractor is subject to Philadelphia’s business tax and Ordinances and regulations. The City Solicitor has ruled that anyone who is awarded a contract by the City and/or School District pursuant to a bid has entered into a contract within the City, and the subsequent delivery of goods into the City or performance of services within the City constitutes “doing business” in the City and subjects the successful bidder, including but not limited to, one or more of the following taxes:

- (a) Business Income and Receipts Tax
- (b) Net Profits Tax
- (c) City Wage Tax

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

#### 4.16 Assignment

Contractor shall not assign or otherwise transfer its rights, duties or obligations under this Contract, except with the prior written consent of the City; any assignment or transfer (including, but not limited to, assignment of any subcontract) without such consent shall be null and void. In no event shall the City's consent to any assignment or transfer by Contractor of any rights, duties or obligations under the Contract relieve Contractor from its duties or obligations hereunder or change the terms of the Contract. Contractor retains full responsibility for and guarantees the performance of any and all assignees and transferees of Contractor, including but not limited to, their subcontractors, notwithstanding the assignment or transfer.

#### 4.17 Document 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.

## **4.18 Nondisclosure of City Data and Contractor Data**

### **4.18.1 Nondisclosure**

Contractor and its employees, agents, Subcontractors, suppliers, and any person or entity acting on its behalf (i) will maintain in strict confidentiality all of the “City Data,” as defined and set forth below; (ii) will not, without the City’s written permission, divulge, disclose, communicate, or distribute any of the City Data to any person or entity except as may be strictly necessary to perform the Contract; (iii) will not, without the City’s written permission, in any way use any of the City Data for their businesses or other advantage or gain (except as may be necessary to perform the Contract), including, without limitation, any use of the City Data in any presentation, demonstration, or proposal to perform work, to the City or to others, that may be conducted or created as part of their business activities or otherwise; (iv) will use the City Data solely and exclusively in accordance with the terms of this Contract in order to carry out its obligations and exercise its rights under this Contract; (v) will afford the City Data at least the same level of protection against unauthorized disclosure or use as Contractor uses to protect its own trade secrets, proprietary information, and other confidential information (but will in no event exercise less than reasonable care and protection); and (vi) will, immediately upon the City's Final Acceptance of the Services and Deliverables required under the Contract, return all City Data to the City, destroy any and all copies of any City Data that are in their possession, whether on paper or in electronic or other form, and if requested by the City in writing, will certify in writing that there has been full compliance with this Section. The City will maintain the “Contractor Data,” as defined and set forth below, in confidence and will afford the Contractor Data at least the same level of protection against unauthorized disclosure or use as the City uses to protect its own trade secrets, proprietary information, and other confidential information (but will in no event exercise less than reasonable care and protection).

### **4.18.2 City Data**

Except as provided otherwise in this Contract, the City Data shall include any and all of the following, whether in electronic, microfilm, microfiche, video, paper, or other form, and any copies or reproductions thereof:

- (a) any and all other records, documents, computer software (whether owned by the City or licensed or otherwise furnished to the City by third parties), and data furnished by the City to Contractor in relation to the work required under the Contract; and
- (b) all Deliverables and other work product(s) and items of work created by Contractor for the City as part of the work required under the Contract.

### **4.18.3 Contractor Data**

Except as provided otherwise in this Contract, the Contractor Data shall include any and all of the following, whether in electronic, microfilm, microfiche, video, paper, or other form, and any copies or reproductions thereof: [TBD during contract negotiation.]

#### **4.18.4 Exclusions**

Neither the Contractor Data nor the City Data shall include any information or data which:

- (a) was known to the party receiving the Data (the “Receiving Party”), prior to the commencement of its performance of the Contract, free of any obligation to keep it confidential, and/or is proprietary to the Receiving Party; or
- (b) was generally known to the public at the time of receipt by the Receiving Party, or becomes generally known to the public through no act or omission of the party disclosing or furnishing the Data (the “Disclosing Party”); or
- (c) was independently developed by the Receiving Party without knowledge or use of any Data of the Disclosing Party; or
- (d) is required to be disclosed by law or judicial process.

#### **4.18.5 Remedy for Breach**

In the event of any actual or threatened breach of any of the provisions of this Section by the Receiving Party, and in addition to any other remedies that may be available to the Disclosing Party in law or equity, the Disclosing Party shall be entitled to a restraining order, preliminary injunction, permanent injunction, and/or other appropriate relief to specifically enforce the terms of this Section. The parties agree that a breach of the terms of this Section by the Receiving Party would cause the Disclosing Party injury not compensable in monetary damages alone, and that the remedies provided herein are appropriate and reasonable.

#### **4.19 Ethics Requirements**

To preserve the integrity of and public confidence in the competitive bidding system, the City intends to enforce vigorously the various ethics restrictions as they relate to City employees in the bidding and execution of City contracts. Among such restrictions are the following three categories:

##### **4.19.1 Gifts**

Philadelphia Code Section 20-604 and Executive Order No. 10-16 regulate the acceptance of gifts by City officers and employees.

Philadelphia Code Section 20-604 restricts the acceptance of gifts by City officers and employees that are given by certain persons. This gift law limits gifts to City employees from persons (1) who are seeking official action from a gift-receiving City employee; or (2) who have a financial interest at the time, or in close proximity to the time the gift is received, that the gift-receiving employee is able to substantially affect through official action. Subject to certain exceptions, City officers and employees may not accept any gifts of money from these two categories of persons and may only accept non-cash gifts worth \$99 or less in the aggregate in a calendar year. Reciprocally, this gift law restricts the offering or giving of gifts of money or non-cash gifts worth more than \$99 in the aggregate per calendar year by these two categories of persons to City officers and employees.

If an Applicant offers or gives a City officer or employee a gift in violation of Philadelphia Code Section 20-604, the Applicant may be subject to civil monetary penalties pursuant to Code Chapter 20-1300 as well as sanctions with respect to future City contracts, ranging from disqualification from participation in a particular contract to debarment, depending on the nature of the violation.



Pursuant to Executive Order 10-16, no City officer or employee may accept or receive a gift of any monetary value from a person who, at the time or within 12 months preceding the time a gift is received:

- (a) is seeking, or has sought, official action from that officer or employee; or
- (b) has operations or activities regulated by that officer's or employee's department, agency, office, board or commission, or, in the case of members of the Mayor's Cabinet, has operations or activities that are regulated by any department, agency, office, board or commission within the Executive and Administrative branch; or
- (c) has a financial or other substantial interest in acts or omissions taken by that officer or employee, which the officer or employee is able to affect through official action.

If an Applicant offers a gift of any monetary value to a City officer or employee that would violate the provisions of Executive Order 10-16, sanctions may range from disqualification from participation in particular City contracts to debarment, depending on the nature of the particular violation.

#### **4.19.2 City Employee Interest in City Contracts**

Section 10-102 of The Philadelphia Home Rule Charter prohibits City officers and employees from being directly or indirectly interested in City contracts for the supplying of any services, for the purchase of property of any kind, or for the erection of any structure. No proposal shall be accepted from or contract awarded to any Applicant in violation of this provision. All Applicants are required to disclose any current City officers or employees who are employees or officials of the Applicant's firm, or who otherwise would have a financial interest in the City contract.

#### **4.19.3 Conflict of Interest**

The City Ethics Code and the State Ethics Act contain conflict of interest restrictions that apply to City officers and employees. Under these restrictions, City officers and employees are generally prohibited from taking official action or using the authority of their public offices, or any confidential information gained thereby, in a manner that affects the financial interests of themselves, certain family members, for-profit or non-profit entities with which they or certain family members are associated, or fellow members of for-profit entities of which they are members. City officers and employees with a conflict of interest are required to disclose the conflict publicly and disqualify themselves from taking official action regarding the matter in which they have a conflict as provided in Code Section 20-608.

#### **4.20 Non-Discrimination; Fair Practices**

This Contract is entered into under the terms of the Charter, the Fair Practices Ordinance (Chapter 9-1100 of the Code) and the Mayor's Executive Order No. 04-86 (the "Executive Order"), as they may be amended from time to time, and in performing this Contract, Provider shall not discriminate or permit discrimination against any individual because of race, color, religion or national origin. Nor shall Provider discriminate or permit discrimination against individuals in employment, housing and real property practices, and/or public accommodation practices whether by direct or indirect practice of exclusion, distinction, restriction, segregation, limitation, refusal, denial, differentiation or preference in the treatment of a person on the basis of actual or perceived race, ethnicity, color, sex, sexual orientation, gender identity, religion, national origin, ancestry, age, disability, marital

status, source of income, familiar status, genetic information or domestic or sexual violence victim status, Human Immunodeficiency Virus (HIV) infection, or engage in any other act or practice made unlawful under the Charter, Chapter 9-1100, the Executive Order, or under the nondiscrimination laws of the United States or the Commonwealth of Pennsylvania. In the event of any breach of this Section, the City may, in addition to any other rights or remedies available under this Contract, at law or in equity, suspend or terminate this Contract forthwith.

#### **4.21 The Philadelphia Code, Section 17-400**

In accordance with Chapter 17-400 of The Philadelphia Code, as it may be amended from time to time, Contractor agrees that its payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization, insofar as such participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, privileges or conditions of employment on the basis of race, color, sex, sexual orientation, religion, national origin or ancestry, constitutes a substantial breach of this Contract entitling the City to all rights and remedies provided in this Contract or otherwise available at law or in equity.

Contractor agrees to cooperate with the Commission on Human Relations of the City in any manner which the Commission deems reasonable and necessary for the Commission to carry out its responsibilities under Chapter 17-400 of The Philadelphia Code. Contractor's failure to so cooperate shall constitute a substantial breach of this Contract entitling the City to all rights and remedies provided in this Contract or otherwise available at law or in equity.

#### **4.22 Americans with Disabilities Act**

Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in the Contract or from activities or Services provided under the Contract. As a condition of accepting and executing the Contract, Contractor shall comply with all provisions of the Americans With Disabilities Act (the "Act"), 42 U.S.C. §§12101 - 12213, and all regulations promulgated thereunder, as the Act and regulations may be amended from time to time, which are applicable (a) to Contractor, (b) to the benefits, Services, activities, facilities and programs provided in connection with the Contract, (c) to the City, or the Commonwealth of Pennsylvania, and (d) to the benefits, services, activities, facilities and programs of the City or of the Commonwealth, and, if any funds under the Contract are provided by the federal government, which are applicable to the federal government and its benefits, services, facilities, activities, facilities and programs. Without limiting the applicability of the preceding sentence, Contractor shall comply with the "General Prohibitions Against Discrimination," 28 C.F.R. Part 35.130, and all other regulations promulgated under Title II of "The Americans With Disabilities Act," as they may be amended from time to time, which are applicable to the benefits, services, programs and activities provided by the City through contracts with outside contractors.

#### **4.23 Business Interests in Northern Ireland**

In accordance with Section 17-104 of The Philadelphia Code, the Contractor by execution of this Agreement certifies and represents that (i) the Contractor (including any parent company, subsidiary, exclusive distributor or company affiliated with Contractor) does not have, and will not have at any time during the term of this Agreement (including any extensions thereof), any investments, licenses,

franchises, management agreements or operations in Northern Ireland and (ii) no product to be provided to the City under this Agreement will originate in Northern Ireland, unless Contractor has implemented the fair employment principles embodied in the MacBride Principles.

In the performance of this Agreement, the Contractor agrees that it will not utilize any suppliers, subcontractors or sub-consultants at any tier (i) who have (or whose parent, subsidiary, exclusive distributor or company affiliate have) any investments, licenses, franchises, management agreements or operations in Northern Ireland or (ii) who will provide products originating in Northern Ireland unless said supplier, sub-consultant or subcontractor has implemented the fair employment principles embodied in the MacBride Principles. The Contractor further agrees to include the provisions of this subparagraph, with appropriate adjustments for the identity of the parties, in all subcontracts and supply agreements that are entered into in connection with the performance of this Agreement.

The Contractor agrees to cooperate with the City's Director of Finance in any manner, which the said Director deems reasonable and necessary to carry out the Director's responsibilities under Section 17-104 of The Philadelphia Code. The Contractor expressly understands and agrees that any false certification or representation in connection with this Paragraph and/or any failure to comply with the provisions of this Paragraph shall constitute a substantial breach of this Agreement entitling the City to all rights and remedies provided in this Agreement or otherwise available in law (including, but not limited to, Section 17-104 of The Philadelphia Code) or equity. In addition, it is understood that false certification or representation is subject to prosecution under Title 18 Pa.C.S.A. Section 4904.

#### **4.24 Business, Corporate and Slavery Era Insurance Disclosure**

In accordance with Section 17-104 of The Philadelphia Code, Contractor, after execution of this Agreement, will complete an affidavit certifying and representing that Contractor (including any parent company, subsidiary, exclusive distributor or company affiliated with Contractor) has searched any and all records of the Contractor or any predecessor company regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era. The names of any slaves or slaveholders described in those records must be disclosed in the affidavit.

Contractor expressly understands and agrees that any false certification or representation in connection with this Paragraph and/or any failure to comply with the provisions of this Paragraph shall constitute a substantial breach of this Agreement entitling the City to all rights and remedies provided in this Agreement or otherwise available in law (including, but not limited to, Section 17-104 of The Philadelphia Code) or equity and the contract will be deemed voidable. In addition, it is understood that false certification or representation is subject to prosecution under Title 18 Pa.C.S.A. Section 4904.

#### **4.25 Limited English Proficiency**

Contractor understands and agrees that no individual who is limited in his or her English language proficiency shall be denied access to Services provided under this Contract on the basis of that limitation. As a condition of accepting and executing this Contract, shall comply with all provisions of Title VI of the Civil Rights Act of 1964, the President of the United States of America Executive Order No. 12250, the Mayor of the City of Philadelphia Executive Order No. 04-01, "Access to

Federally Funded City Programs and Activities for Individuals with Limited English Proficiency” dated September 29, 2001, and all regulations promulgated thereunder, as the Act and regulations may be amended from time to time, which are applicable (a) to Contractor, (b) to the benefits, services, activities and programs provided in connection with this Contract, (c) to the City, or the Commonwealth of Pennsylvania, and (d) to the benefits, services, activities and programs of the City or of the Commonwealth, and if any funds under this Contract are provided by the federal government, which are applicable to the federal government and its benefits, services, activities and programs. Without limiting the applicability of the preceding sentence, shall comply with 45 C.F.R. 80 et. seq. and all other regulations promulgated under Title VI of the Civil Rights Act of 1964, as they may be amended from time to time, which are applicable to the benefits, services, programs and activities provided by the City through contracts with outside contractors.

#### **4.26 Health Insurance Portability and Accountability Act**

Where applicable, the contract will require the Contractor to comply fully with the federal Health Information Portability and Accountability Act and all related federal regulations (collectively, “HIPAA”), including, but not limited to, HIPAA requirements relating to the confidentiality of protected health information and HIPAA requirements relating to the security of information systems. City contracts subject to HIPAA requirements will be governed by “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.

#### **4.27 Philadelphia 21<sup>st</sup> Century Minimum Wage and Benefits Standard**

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 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 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.

#### **4.28 Electronic Payment**

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://vendor-payments.phila.gov/login>. Applicants awarded a contract 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.

#### **4.29 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.

Please see LGBTQ form uploaded to this RFP on eContract Philly. Response to this form is voluntary.

## APPENDIX A

### DETAILED PROJECT REQUIREMENTS

*The following information is contained in previous sections of this RFP and included here as a single Appendix. See Appendix A-1 for full technical specifications.*

The CMS will centrally manage all digital displays, within the Philadelphia International Airport terminals, facilitating the display of various content types and information from numerous sources. The digital content includes, but is not limited to:

- Flight information
- Baggage information
- Gate information
- Wayfinding
- Advertising
- Weather reports
- Queue management
- Lane identification
- Visual paging
- Ground transportation information
- Airport information
- Public announcement information (pre-recorded FAA and TSA announcements)
- Emergency information

The solution should be “turnkey”, including all hardware, software and services. It should meet specified technical, functional and performance requirements expressed in this RFP. The preferred solution is a cloud-hosted CMS offering high fault tolerance and minimal downtime.

The vendor will provide comprehensive implementation services including project management, system design, installation, and coordination with various airport stakeholders. The project will follow a phased implementation approach, considering ongoing airport construction activities. The vendor is also expected to ensure system compatibility with existing displays and infrastructure, and to meet all local regulatory requirements.

The vendor must provide thorough training for airport staff on system use and maintenance, both in classroom settings and through on-the-job training. The training program should include basic and advanced user training, as well as specific training for system administrators and maintenance technicians.

Our goal is to procure a future-ready, reliable and efficient CMS solution to enhance the passenger experience and operational efficiency at PHL.

## Existing Conditions

PHL currently uses a CMS provided and supported by Amadeus. Amadeus AODB is the central repository for flight and gate information that is pushed to our CMS, website, and telephone system. There are approximately 1,500 digital displays throughout PHL terminals. The displays are controlled using form-factor mini-PC running Windows operating system or Mac mini (NOTE: Mac mini devices are currently being replaced by form-factor mini-PCs with an estimated completion by Q4 2024). It is preferred that the proposed solution can use PHL's existing form-factor mini-PCs (Windows) if compatible. (Configuration details can be found Exhibit B.)

Each computer is mounted behind each display. Information regarding current displays (e.g., locations, manufacturer, model number, mounting information, etc.) will be shared with the awarded vendor. (A sampling of display types is provided in Exhibit A.)

PHL has a capital program to upgrade all terminal displays, structures, casework and build video walls in select locations. The CMS will be used to support the new physical infrastructure for this project.

### 1. General Statement of Proposal Requirements

PHL requires the implementation of a Digital Content Management System to enhance digital communication across the airport. The CMS will manage diverse digital content on displays, including video walls. The CMS will need to provide the following:

#### System Requirements:

- **CMS Capabilities:** The CMS should integrate seamlessly with various data sources, automate content display based on predefined rules, and provide a user-friendly graphical interface for content management.
- **Real-time Updates:** The system must support real-time data updates and automatic content adjustments without manual input, especially for critical updates and emergency messaging.
- **Content Management:** Must handle a diverse range of content types such as text, images, videos, interactive media, including airline-specific branding ensuring appropriate display on different digital displays throughout the airport. The system should support updates via a web interface, ensuring flexibility for different users.
- **Security and Data Integrity:** Strict access controls must be enforced to prevent unauthorized data access, with data input through secure forms and content displayed based on user roles.

### Technical Integration and Performance:

- **Comprehensive Integration:** The CMS must integrate with existing and future airport systems like flight information, baggage systems, and more, following standard data schemas and messaging standards.
- **Display Management:** Should manage content across displays, capable of operating independently from the central servers to enhance reliability (i.e. cached data is displayed if the connection to central server is disrupted or backend server downtime).
- **High Availability:** The system should maintain operational integrity with a minimum uptime of 99.99%, with support for scheduled downtime during off-peak hours.
- **Dynamic Content Display:** Timing windows for content display should be adjustable dynamically to optimize the utilization of display resources.
- **Modular and Scalable Design:** The system should be designed for easy scalability and integration with potential future expansions and requirements.

### System Flexibility and Control:

- **Display Customization:** The CMS should allow detailed control over content displayed, including emergency overrides and the segmentation of display areas. Displays should be individually controllable and customizable based on various parameters like location, time of day, or external triggers.
- **Compliance and Workflow:** The CMS must comply with ADA standards and support a workflow for content approval, particularly for third-party content such as advertisements. A robust audit trail for content changes should be provided.
- **System Monitoring:** Implement centralized control and monitoring of system performance and failures with real-time alerts and logging. Remote administration capabilities for endpoint devices are required, including performance monitoring and the ability to remotely restart services.

### Hardware and Installation:

- **Hardware Provision:** Necessary hardware including servers, workstations, and digital display controllers must be provided, supporting the overall system design and operational needs. It is preferred that the system can use PHL's existing form-factor mini-PCs (Windows) if compatible.
- **Environmental Compatibility:** Hardware must be suitable for the specific installation environments within the airport, from controlled interiors to harsher, uncontrolled or exterior locations.



### **Execution and Testing:**

- **Professional Installation:** Installation must adhere to local and national standards, with all activities performed professionally and neatly.
- **Rigorous Testing Phases:** The system must undergo detailed performance verification and endurance testing to ensure it meets all operational and functional requirements.
- **Final System Acceptance:** After successful testing and resolution of any issues, the system will undergo a final review and acceptance process to ensure it meets all specifications and is ready for operational deployment.

### **Advanced Functionality:**

- **Multiple User and Display Management:** The CMS should support concurrent access from multiple users and synchronize content across multiple displays, catering to the complex operational needs of a major airport like PHL. Templating and branding should be customizable to maintain PHL's visual and operational standards.

## **2. Qualifications**

The awarded vendor shall demonstrate, at minimum:

### **Technical**

#### **Experience and Expertise:**

- Proven track record in deploying CMS solutions in airport environments or similar large-scale, high-traffic environments. The deployments should have a minimum of five hundred (500) end devices displaying static, dynamic and video content. As well as a minimum of two (2) external system interfaces/integrations providing source data for display.
- Have for a minimum of five (5) years' experience designing, implementing, configuring and supporting Digital Content Management Systems and IT related systems.
- Demonstrate experience as the primary entity responsible for the overall design, implementation, interfacing, integration of systems and support services similar to the requirements specified in this RFP.
- Expertise in handling digital content for dynamic, real-time information systems such as Flight Information Display Systems (FIDS).

#### **System Integration**

- Ability to integrate seamlessly with existing airport IT infrastructure, including FIDS, baggage handling systems, and other critical airport systems.
- Compatibility with various hardware and software platforms commonly used in airports.

#### **Security**

- Compliance with industry standards and regulations for data security and privacy.
- Robust security features, including encryption, access controls, and regular security audits.

## **Reliability and Fault Tolerance**

- High availability and fault tolerance to ensure continuous operation, even during component failures.
- Disaster recovery and backup solutions to safeguard against data loss and downtime.

## **Functional**

### **Content Management Features**

- Comprehensive content creation, management, and publishing capabilities.
- Support for multimedia content, including text, images, videos and interactive elements.

### **Real-Time Data Integration**

- Ability to integrate and display real-time data such as flight status updates, weather conditions, and other critical information.
- APIs or other mechanisms for real-time data ingestion and dissemination.

### **User Interface and Usability**

- Intuitive and user-friendly interface for both administrators and end-users.
- Customizable templates and layouts to suit different use cases and branding requirements.

### **Analytics and Reporting**

- Built-in analytics and reporting tools to track content performance and user engagement.
- Customizable reports to provide insight into system usage and content effectiveness.

## **Support and Service**

### **Vendor Support**

- 24/7 technical support and customer service to address any issues promptly.
- Dedicated account management and regular maintenance updates.
- Sufficient experience and resources necessary to provide local on-site and back-up support to support the required coverage and response time requirements that are typical in an airport environment.
- Proposed technicians shall possess a minimum of three (3) years' experience in the implementation and support of CMS and visual information display systems and be certified by the manufacturer (as applicable) for providing support for the proposed solution.

### **Training and Documentation**

- Comprehensive training programs for airport staff to effectively use and manage the CMS.
- Detailed documentation, including user manuals, technical guides and troubleshooting resource.

### **Service Level Agreements (SLAs)**

- Clear SLAs defining response times, resolution times, and uptime guarantees.

**APPENDIX A-1**

**CMS FULL TECHNICAL SPECIFICATIONS**

**(Uploaded as a separate document to eContract Philly.)**

## APPENDIX B

### REQUIREMENTS FOR IMPLEMENTATION PLAN, STATEMENT OF WORK, PROJECT SCHEDULE, AND MILESTONE PAYMENT SCHEDULE

Proposals must describe in detail the implementation plan that addresses the **RFP General Statement of Proposal Requirements (Section 1.4), Full Technical Specifications (Exhibit A-1) and the tasks below**. Such tasks are in the judgement of the Applicant's ability to demonstrate the functionality and viability of their solution.

#### **Task 1: Design & Planning**

- Site Survey/System Requirements Validation – conduct site surveys and stakeholder interviews to refine the requirements contained within the RFP.
- System Design – develop the system design for all required system elements. This should include the submittal of a System Design Document (SDD) and Interface Control Document (ICD), as well as hardware and systems requirements documents.
- Test Plan & Acceptance Test – develop an Acceptance Test Plan (ATP) that encompasses all testing required for PHL to fully accept the system.
- Implementation Schedule – develop and submit milestones and installation/implementation schedule.
- System Transition/Cutover – the system shall be implemented with no loss of operations for PHL. A highly detailed transition plan is required for a smooth cutover to the new system (this may include a phased approach).
- Completion of Airport security review.

#### **Task 2: Implementation & Testing**

- Hardware provisioning, installations and software configuration of Test and Production environments. Installation must be coordinated to minimize disruption of Airport operations.
- Testing and Performance Verification – in accordance with the Test Plans developed in Task 1, certify successful completion of testing and all performance criteria are met.

#### **Task 3: Training and Deployment**

- Training – provide overall user, maintenance, and system administrator training and documentation.
- Deployment of production system at all terminal locations.
- Final System Acceptance – in accordance with the ATP developed in Task 1, certify successful completion and approval from PHL.

	<b>Milestone</b>	<b>Estimated Timeline (Start to Completion)</b>	<b>Service / Tangible Work Production Description from Vendor</b>
1	Design & Planning	Within 2 Months of conformed contract	<ul style="list-style-type: none"> <li>• Site survey and assessments</li> <li>• Project management and quality assurance plans</li> <li>• System Design Document</li> <li>• Testing plans</li> <li>• System Management Plan</li> <li>• Phased Installation plans</li> <li>• All work necessary for the mobilization of the</li> </ul>
2	Implementation & Testing	6 Months	<ul style="list-style-type: none"> <li>• Hardware / Software delivered to PHL</li> <li>• Testing and Production environment configured</li> <li>• Successful completion of Performance Verification Testing</li> <li>• Successful completion of endurance testing</li> </ul>
3	Training & Deployment	4 Months	<ul style="list-style-type: none"> <li>• Training and documentation completed</li> <li>• System Transition/Cutover plan implemented and completed</li> <li>• Final System Acceptance testing is approved by PHL</li> </ul>

## APPENDIX C COST PROPOSAL REQUIREMENTS

### APPLICANTS MUST COMPLETE THIS SECTION AND SUBMIT WITH PROPOSAL

Applicants shall offer their “best” solutions that will satisfy the requirements set forth in this RFP. If the proposal includes more than one solution based on the software applications or hosting platforms there must be a separate cost itemization for each solution proposed.

**The City is not subject to federal, state, or local sales or use taxes or to federal excise tax. The cost proposal may not include any such taxes.**

- Provide pricing for supplying all hardware, software, design, installation, and support services as described within this RFP.
- The sum of Section 1 (Sub-total A and Sub-total B) and Section 2 must appear as a total in Section 3. Carefully compute sub-totals and final totals.
- Insert additional line items as needed.
- Complete Section 4, “Labor Categories and Hourly Rates” section at the bottom of the page. Do not include these amounts as part of Sections 1 and 2.

*See next two (2) pages.*

**CMS SECTION 1**

Implementation Services (Labor and Non-Labor) – Content Management System

<b>Content Management System – Implementation Services - Labor</b>					
	Labor Category	Hourly Rate (unburdened)	Overhead %	Profit %	Cost
Project Management					\$
Design/Implementation					\$
Deployment/Installation					\$
Testing/Commissioning					\$
Training					\$
Warranty Support					\$
<b>Sub-total A</b>					\$
<b>Content Management System – Implementation Services - Non-Labor (Equipment &amp; Software Licenses, 1<sup>st</sup>-year Warranty, etc.)</b>					
		QTY	Unit Price	Cost	
Equipment items (list and price)			\$	\$	
			\$	\$	
Software Licenses (list and price)			\$	\$	
			\$	\$	
(add more lines as needed)			\$	\$	
First year warranty			\$	\$	
<b>Sub-total B</b>					
<b>Content Management System – Implementation Services (sum of sub-totals A and B above)</b>					
<b>TOTAL (SUB-TOTAL A + SUB-TOTAL B)</b>					\$

**CMS SECTION 2**

Ongoing Maintenance and Support

<b>Content Management System – Ongoing Maintenance and Support, Years 1 through 5</b>						
	Monthly Fixed Price	Year 1	Year 2	Year 3	Year 4	Year 5
Level 1 Support	\$	\$	\$	\$	\$	\$
Level 2 Support	\$	\$	\$	\$	\$	\$
Level 3 Support	\$	\$	\$	\$	\$	\$
<b>Total</b>		\$	\$	\$	\$	\$

**CMS SECTION 3**

Total from Section 1 + Total from ONLY Year 1 Ongoing Maintenance and Support in Section 2

<b>TOTAL</b>   \$
-------------------

In addition to the fixed yearly pricing above, provide labor rates for any staffing categories that may be required to perform the requested maintenance and support services in the table below:

<b>Labor Categories and Hourly Rates (Fully Burdened)</b>					
<b>Labor Category</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Project Manager	\$	\$	\$	\$	\$
Site Manager	\$	\$	\$	\$	\$
Sr. Software Engineer	\$	\$	\$	\$	\$
Application Specialist	\$	\$	\$	\$	\$
System Administrator	\$	\$	\$	\$	\$
Site Technician	\$	\$	\$	\$	\$
Add additional categories as necessary					
<b>TOTAL</b>	\$	\$	\$	\$	\$

Please check your math before submitting final proposal.



## APPENDIX D

### REQUIREMENTS COMPLIANCE CERTIFICATION

The Applicant's proposal must specify, for each noted requirement, that the proposed solution and/or services **fully satisfies the requirement, does not satisfy the requirement, or partially satisfies the requirement** (in which case, the extent of compliance and non-compliance with the requirement must be fully identified and explained, including all features not provided).

**(Applicants are required to complete the compliance matrix that is uploaded as a separate document to eContract Philly and include it in their submitted proposal.)**

## APPENDIX E

### TRAINING REQUIREMENTS

#### Training and Documentation

- Comprehensive training programs for airport staff to effectively use and manage the CMS.
- Detailed documentation, including user manuals, technical guides and troubleshooting resource.

**(See Full Technical Specifications for types of training required.)**

Here is a summary of the types of training required:

- User Training
- Technician Training
- System Administrator Training
  - Classroom Training
  - On-the-Job Training

**(See additional information regarding training in Appendix A-1: CMS Full Technical Specifications.)**

**APPENDIX F**

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

**FORMS, INSTRUCTIONS AND SPECIAL CONTRACT PROVISIONS  
(NON-COMPETITIVELY BID CONTRACTS)**

**Applicants must complete and submit with their proposal either the Solicitation & Commitment Form OR the Non-Profit Diversity Form.**

**[Uploaded as separate documents (Appendices F, F-1, F-2) to eContract Philly.]**

## APPENDIX G

### PROVISIONS REQUIRED BY CHAPTER 17-1400 OF THE PHILADELPHIA CODE

**1. DEFINITIONS** - The terms below shall have the following meaning within this Exhibit.

1.1 **Applicant.** “Applicant” has the meaning as set forth in Subsection 17-1401(1) of The Philadelphia Code, as it may be amended from time to time. As of January 1, 2020, that definition was “[a] Person who has filed an application to be awarded a Non-Competitively Bid Contract.”

1.2 **City Agency.** “City Agency” has the meaning as set forth in Subsection 17-1401(5) of The Philadelphia Code, as it may be amended from time to time. As of January 1, 2020, that definition was “[a]ny office, department, board, commission or other agency of the City of Philadelphia.”

1.3 **City-Related Agency.** “City-Related Agency” has the meaning set forth in Section 17-1401(6) of The Philadelphia Code, as it may be amended from time to time. As of January 1, 2020, that definition was “[a]ll authorities and quasi-public corporations which either: receive appropriations from the City, have entered into continuing contractual or cooperative relationships with the City, or operate under legal authority granted to them by City ordinance.”

1.4 **Consultant.** “Consultant” has the meaning set forth in Subsection 17-1401(7) of The Philadelphia Code, as it may be amended from time to time. As of January 1, 2020, that definition provided that Consultant means “[a]ny Person used by an Applicant or Contractor to assist in obtaining a Non-Competitively Bid Contract through direct or indirect communication by such Person with any City Agency or any City officer or employee, if the communication is undertaken by such Person in exchange for, or with the understanding of receiving, payment from the Applicant or Contractor or any other Person; provided, however, that “Consultant” shall not include a full-time employee of the Applicant or Contractor.”

1.5 **Contributions.** “Contributions” has the meaning set forth in the Pennsylvania Election Code, 25 P.S. Section 3241; except that “Contribution” shall not include a contribution to a campaign committee with respect to a campaign for federal office, except where the subject of such campaign is also a candidate for, or an incumbent holding, City elective office at the time of the contribution.

1.6 **Financial Assistance.** “Financial Assistance” has the meaning set forth in Section 17-1401(10) of The Philadelphia Code, as it may be amended from time to time. As of January 1, 2020, that definition was “[a]ny grant, loan, tax incentive, bond financing subsidy for land purchase or otherwise, or other form of assistance that is realized by or provided to a Person in the amount of fifty thousand dollars (\$50,000) or more through the authority or approval of the City, including, but not limited to, Tax Increment Financing (TIF) aid, industrial development bonds, use of the power of eminent domain, Community Development Block Grant (CDBG) aid or loans, airport revenue bonds, and Enterprise Zone or similar economic development zone designations (such as Keystone Opportunity Zones, Keystone Opportunity Expansion Zones, Keystone

Opportunity Improvement Zones, and Economic Development District Zones), but not including any assistance to which a Person is entitled under a law enacted before the Person applied for or requested such assistance.”

1.7 **Non-Competitively Bid Contract.** “Non-Competitively Bid Contract” has the meaning set forth in Section 17-1401(13) of The Philadelphia Code, as it may be amended from time to time. As of January 1, 2020, that definition was “[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 a contract.”

1.8 **Professional Services Contract.** “Professional Services Contract” has the meaning set forth in Section 17-1401(16) of The Philadelphia Code, as it may be amended from time to time. As of January 1, 2020, that definition was “[a] contract to which the City or a City Agency is a party that is not subject to the lowest competitive bidding requirements of Section 8-200 of the Charter because it involves the rendition of professional services, including any renewal of such a contract (other than a renewal term pursuant to an option to renew contained in an executed contract).”

2. **REPRESENTATIONS** Contractor makes the following representations, warranties and covenants upon which the City has relied as a material consideration for the execution and delivery by the City of this Contract:

2.1 In accordance with Section 17-1402 of The Philadelphia Code, Contractor represents that contribution(s) will not be made during the term of the Contract by Contractor or any party from which a contribution can be attributed to Contractor, that would render Contractor ineligible to apply for or enter into a Non-Competitively Bid Contract or to receive Financial Assistance under the provisions of Philadelphia Code Sections 17-1404(1) and 17-1405 and, further, that disclosures required by Subsection 17-1402(1)(b) made as part of its application to receive a Non-Competitively Bid Contract or Financial Assistance contain no material misstatements or omissions.

2.2 Contractor will not use any Subcontractor(s) that is ineligible to enter into a Non-Competitively Bid Contract with the City. To that end, Contractor will enter into a written Subcontract with each Subcontractor which requires said Subcontractor to represent that contributions will not be made that would render the Subcontractor ineligible to enter into a Subcontract pursuant to Chapter 17-1400 of The Philadelphia Code.

Contractor will promptly report to the City if any contributions have been made that would render a Subcontractor ineligible to enter into a Non-Competitively Bid Contract with the City.

2.3 In addition to remedies set forth in the Agreement, breach of Subarticle 2(1) above shall constitute an event of default and render the Contract voidable at the City’s option, and shall make Contractor liable for liquidated damages to the City in the amount of ten percent (10%) of the maximum payments to Contractor allowed under the Contract, regardless whether actually paid. For disclosures concerning prior years’ experience and demographic data required under

subsection (1)(b)(.4), material misstatements or omissions under two or more contracts shall constitute a breach of these representations

2.4 Subject to Subsection 17-1402(2) (Failure to Disclose Consultant's Contributions) of The Philadelphia Code, Contractor shall, during the term of the Contract and for one (1) year thereafter, disclose any contribution of money or in-kind assistance Contractor or any Consultant has made during such time period to a candidate for nomination or election to any public office in the City of Philadelphia or to an individual who holds such office, or to any political committee or party in the City of Philadelphia, or to any group, committee or association organized in support of any such candidate, office holder, political committee or party, and the date and amount of such contribution. Such disclosure shall be made on a form provided by the Department awarding the Contract, and the form shall be signed and filed with such Department according to the quarterly schedule set forth in Section 17-1402(1)(e)(.5). The Department receiving the disclosure form shall forward copies to the President and Chief Clerk of Council, and to the Mayor, Finance Director, Procurement Department, and the Department of Records. The attribution rules of Philadelphia Code Section 17-1405 shall apply to determine what contributions must be disclosed under this provision as contributions of Contractor or of a Consultant. It shall not be a violation of this Subarticle 2(4) if Contractor fails to disclose a contribution made by a Consultant because the Contractor was unable to obtain such information from the Consultant, provided that the Contractor demonstrates that it used reasonable efforts to attempt to obtain such information, including, at a minimum:

- (a) Entering into a written agreement with the Consultant for such Consultant's services before Contractor filed its application for the Contract;
- (b) Including in such agreement a provision requiring Consultant to provide the Contractor in a timely manner with all information required to be disclosed under the provisions of Code Chapter 17-1400 and providing that the agreement will be terminated by the Contractor if Consultant fails to provide all required information on a timely basis and that no further payments, including payments owed for services performed prior to the date of termination, will be made to Consultant, by or on behalf of the Contractor, as of the date of such termination;
- (c) Communicating regularly with the Consultant concerning the Consultant's obligations to provide timely information to permit the Contractor to comply with all provisions of Code Chapter 17-1400; and
- (d) Invoking the termination provisions of the agreement in a timely and full manner.

Contractor will promptly report any such disclosures required hereunder or lack of apparently required disclosures to the City.

2.5 Contractor shall, during the Term of the Contract and for one year thereafter, disclose the name and title of each City officer or employee who, during such time period, asked Contractor, any officer, director or management employee of Contractor, or any Person representing Contractor, to give money, services, or any other thing of value (other than a Contribution as

defined in Section 17-1401) to any Person, and any payment of money, provision of services, or any other thing of value (other than a Contribution as defined in Section 17-1401) given to any Person in response to any such request. Contractor shall also disclose the date of any such request, the amount requested, and the date and amount of any payment made in response to such request. Such disclosure shall be made on a form provided by the Department awarding the contract, and the form shall be signed and filed with the Department according to the quarterly schedule set forth in Section 17-1402(1)(e)(.5). The Department receiving the disclosure form will forward copies to the President and Chief Clerk of Council, and to the Mayor, Finance Director, Procurement Department, and the Department of Records.

2.6 In accordance with Subsection 17-1402(1)(e)(.4) of The Philadelphia Code, Contractor shall, during the term of the Contract, disclose the name and title of each City officer or employee who directly or indirectly advised Contractor, any officer, director or management employee of Contractor, or any Person representing Contractor that a particular Person could be used by Contractor to satisfy any goals established in the Contract for the participation of minority, women, disabled or disadvantaged business enterprises. Contractor shall also disclose the date the advice was provided, and the name of such particular Person. Such disclosure shall be made on a form provided by the Department awarding the contract, and the form shall be signed and filed with the Department according to the quarterly schedule set forth in Section 17-1402(1)(e)(.5). The Department receiving the disclosure form will forward copies to the President and Chief Clerk of Council, and to the Mayor, Finance Director, Procurement Department, and the Department of Records.

2.7 The above representations, warranties and covenants shall continue throughout the Term of this Contract. Subarticles 2(4) and 2(5) shall survive for one (1) year thereafter; provided, however, that if Contractor is a recipient of financial assistance, Contractor shall be subject to such representations, warranties and covenants for a period of five (5) years after receiving such assistance. In the event said representations, warranties and covenants are, or become, untrue or inaccurate, Contractor shall promptly give notice thereof to the City, specifying the manner in which said representation, warranty or covenant is untrue or inaccurate.

2.8 Pursuant to Section 17-1406(6) of The Philadelphia Code, the requirements of this subsection 2 do not apply to Contractor if Contractor is a governmental agency or not-for-profit corporation established by the City.

### **3. APPLICABILITY TO CITY RELATED AGENCIES**

3.1 If Contractor is a City-Related Agency, Contractor shall abide by the provisions Chapter 17-1400 of The Philadelphia Code in awarding any contract(s) pursuant to this Contract as though such contracts were directly subject to the provisions of Chapter 17-1400, except that the exception set forth at Section 17-1406(8) of The Philadelphia Code shall apply to Contractor as if Contractor were listed in that subsection.

3.2 The Contract shall include a provision detailing how the City-Related Agency is to carry out its duties under 17-1400, including, but not limited to, specifying who at the City-Related Agency is responsible for carrying out duties that 17-1400 assigns to City officers and employees.

#### **4. REMEDIES**

In addition to and not in lieu of the remedies set forth in the Agreement and elsewhere herein, the following remedies provided in Chapter 17-1400 of The Philadelphia Code shall apply:

Pursuant to Section 17-1407, Prohibited Conduct; Penalties; Remedies: No Applicant shall make a material misstatement or omission in the disclosures required by Section 17-1402(1)(b); and no Contractor shall make a material misstatement or omission in the disclosures required by Section 17-1402(1)(e); and no Person seeking Financial Assistance shall make a material misstatement or omission in the disclosures required by Section 17-1404(3)(a). If an Applicant makes material misstatements or omissions in the disclosures required by Section 17-1402(1)(b), or if a Contractor makes material misstatements or omissions in the disclosures required by Section 17-1402(1)(e), such Applicant or Contractor shall be prohibited from entering into any Non-Competitively Bid Contract for a period of from one (1) to three (3) years, and such act shall be subject to a fine as provided for in Chapter 20-1300 of the Philadelphia Code (“Penalties For Campaign Finance-Related and Ethics-Related Violations”).



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

**THIS IS A CONFIDENTIAL TAX DOCUMENT NOT FOR PUBLIC DISCLOSURE**

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

**ENSURE that the Applicant Name and EIN on this form is IDENTICAL to your eContract Philly registration.**

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

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

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

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

**APPENDIX I**

**LOCAL BUSINESS ENTITY OR LOCAL IMPACT CERTIFICATION**

**(SEE ATTACHED FORM UPLOADED TO ECONTRACT PHILLY.)**

**APPENDIX J  
RESERVED**

## APPENDIX K

### ADDITIONAL IT STANDARDS

#### DATA REQUIREMENTS, ADDRESSING, GENERAL TECHNICAL, DIGITAL AND WEB CONTENT ACCESSIBILITY

If applicable, applications or solutions proposed by vendors must be in alignment with these City's Standards:

- **Data Requirements Standards**  
All City solicitations that include the purchase of software or services relating to information systems must incorporate the requirements of this policy.
  - Data Access Requirements for Third Party Systems
  - Master Data Requirements
  - Metadata Standards
  - Date Formats
  - Common Data Elements for Geospatial Data
  - Data Protection and Retention
- **Addressing Standards** should be adopted for use within all database systems, applications or tables that maintain a property address.
- **General Technical Standards** - The City's standard non-functional requirements for IT systems ensure that information systems are resilient and secure so that the City's information is safeguarded, and its staff can continue operations (as supported by IT systems) in the event of a disaster.
- **Digital Standards** provide the design, code, and content guidelines for City website and web application development;
- **Web Content Accessibility Standards** - All sites produced by vendors for the City, regardless of the hosting environment, shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1 AA. These guidelines will make content more accessible to a wider range of people with disabilities.

Please see standards attached to this RFP entitled “Appendix K – Additional IT Standards

**APPENDIX L**

**AIRPORT SECURITY REQUIREMENTS**

**(Uploaded as a separate document to eContract Philly.)**

**APPENDIX M**

**LGBTQ APPLICANT OPPORTUNITY DATA**

**(Uploaded as a separate document to eContract Philly.)**

**APPENDIX N**

**SAMPLE PROVIDER AGREEMENT—EXHIBIT PA-3 AIRPORT REQUIREMENTS**

**(Uploaded as a separate document to eContract Philly.)**

**EXHIBIT A**

**CUT SHEET FORM FACTOR PCs**

**(Uploaded as a separate document to eContract Philly.)**



**EXHIBIT B**

**AIRPORT SAMPLE DISPLAYS**

**(Uploaded as a separate document to eContract Philly.)**