



Cherell L. Parker, Mayor  
Atif Saeed, Chief Executive Officer, Philadelphia International Airport  
The City of Philadelphia

**REQUEST FOR PROPOSALS FOR  
MANAGEMENT OF ALL-VOLUNTEER BASED AIRPORT  
INFORMATION PROGRAM**

**WORK SUMMARY:**

The City of Philadelphia ("City"), Department of Aviation ("Aviation") seeks qualified Applicants ("Applicant(s)") to manage all-volunteer based program that provides information services at Philadelphia International Airport ("PHL" or the "Airport"). The successful Applicant will, implement, recruit, manage, and operate a volunteer program to provide a wide range of information and hospitality services as described in this RFP.

**PROPOSED COMPENSATION:**

It is expected that the successful Applicant will be awarded a cost-plus, fixed-fee contract(s). The maximum amount of the contract will be negotiated based on the estimated hours, rates, overhead, profit and direct expenses.

**RFP ISSUE DATE:**

January 26, 2026

**RESPONSE DEADLINE:**

No later than 5 pm Philadelphia Time on February 17, 2026 **A complete proposal must be submitted by this time to be considered. Proposals in-process are incomplete.**

**PRE-PROPOSAL MEETING:**

N/A

**OFFICIAL RFP CONTACT:**

Shannon Clark  
Procurement Specialist 2  
Shannon.clark@phl.org

**SUBMISSION REQUIREMENTS:**

All proposals must be submitted electronically to the correct contract opportunity established for this RFP (identified by opportunity number) through **eContract Philly** at <https://philawx.phila.gov/econtract/>



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## 1. INTRODUCTION

### 1.1 Values

The City of Philadelphia is committed to ensuring all businesses have access to contracting opportunities with the City and seeks to promote the economic development of small and local businesses.

#### IF ELIGIBLE, YOU ARE ENCOURAGED TO:

- ✓ Apply for [Local Business Entity \(LBE\) certification](#) with City's Procurement Department. If you provide your LBE status and/or promise to have a Local Impact, this must be used by the contracting department as a positive factor in evaluation and potential selection. Additionally, some opportunities are exclusively reserved for LBE certified businesses.
- ✓ Get Paid Faster! Enroll on the [Vendor Payment Portal](#) to effortlessly submit electronic invoices and monitor payment progress 24/7. The process of submitting invoices through the Vendor Payment Portal is user-friendly, efficient, and free.

### 1.2 Contracting with the City of Philadelphia

Consistent with our values, the City requires that all contractors and subcontractors comply with all applicable laws, regulations, and policies, including:

1

[CITY BUSINESS  
LICENSES AND  
PERMIT  
REQUIREMENTS](#)

2

[PAYMENT OF CITY  
BUSINESS TAXES  
OR OTHER  
INDEBTEDNESS  
OWED TO THE CITY](#)

3

[CHAPTER 17-1300.  
PHILADELPHIA 21ST  
CENTURY MINIMUM  
WAGE AND BENEFITS  
STANDARD](#)

Please closely review the City's contract attachments including the standard terms and conditions found in the General Provisions under [Appendix A](#) of this RFP. Any contract resulting from this RFP will incorporate and be governed by these documents.

### 1.3 Contacting Us

For technical assistance with the eContract Philly website, email [eContractPhilly@phila.gov](mailto:eContractPhilly@phila.gov) or call (215) 686-4914.

- Please note the phone number provided is not a live helpline.



- Allow for two (2) business days prior to any application deadline to receive a response to your request. The City will not extend a deadline even if it has not responded to your question or request.
- All other questions regarding the RFP, including substantive questions, must be submitted in accordance with Section 2.3. Applicants are otherwise prohibited from contacting City representatives concerning this RFP or related matters.

## 1.4 Feedback about this RFP

The City recently updated the design of the RFP we use for Professional Services, and would like feedback from vendors. If you have feedback you would like to share, please complete [this voluntary survey](#). Thank you.



## 2. THE OPPORTUNITY

### 2.1 Summary

The City of Philadelphia (“City”), Department of Aviation (“Aviation”) seeks qualified Applicants (“Applicant(s)”) to manage all-volunteer based program that provides information services at Philadelphia International Airport (“PHL” or the “Airport”). The successful Applicant will implement, recruit, manage, and operate a volunteer program to provide a wide range of information and hospitality services as described in this RFP.

### 2.2 Background

#### **The Department of Aviation Overview**

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

#### **Project Background**

- **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 2023 by Airports Council International – North America, PHL was ranked the twenty-first busiest airport in the United States, serving 28.1 million passengers; twenty-seventh busiest in the nation for aircraft operations; and eighteenth 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 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 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.

### Problem Statement

The Department of Aviation requires assistance with implementing, recruiting, managing, and operating a volunteer program to provide a wide range of information and hospitality services. These services are vital to the day-to-day operation of the airport.

## 2.3 RFP Schedule

<b>RFP Posted</b>	January 26, 2026
<b>Applicant Questions Due</b>	Applicants must submit questions regarding this opportunity by February 2, 2026 at 5PM Philadelphia time. All questions must be submitted via email to <a href="mailto:Shannon.clark@phl.org">Shannon.clark@phl.org</a>
<b>Answers Posted on <u>eContract Philly</u></b>	February 9, 2026, 5pm Philadelphia time
<b>Proposals Due</b>	February 17, 2026, 5pm Philadelphia time
<b>Applicant Interviews, Presentations (City Discretion)</b>	N/A
<b>Applicant Selection</b>	March 27, 2026
<b>Contract Execution</b>	April 16, 2026
<b>Commencement of Work</b>	May 1, 2026



The above dates are estimates only. Notice of changes in any pre-proposal meeting or site visit date, time or location, due date for Applicant questions, or proposal due date will be posted as a notice/Addendum with the original RFP on [eContract Philly](#) and will become a part of the RFP.

## 2.4 Outcome Goals

The Department of Aviation requires assistance with implementing, recruiting, managing, and operating a volunteer program to provide a wide range of information and hospitality services. These services are vital to the day-to-day operation of the airport.

## 2.5 Award Terms

<b>Term</b>	The term of this contract is expected to start on or about May 1, 2026 and end on or about April 30, 2027.
<b>Compensation</b>	Contract(s) will state maximum compensation including all expenses not to exceed \$300,000
<b>Cost Proposal Type</b>	Please reference <a href="#">Section 3.2</a> of this template for more information on cost proposal requirements.
<b>Terms of Payment</b>	Successful Applicant(s) shall submit monthly invoices.



## 3. SCOPE OF WORK

### A. Project Details

Aviation's objective for this project is the following:

1. To successfully implement, recruit, manage, and operate an all-volunteer based Airport Information Program that fosters a positive guest experience throughout the passenger journey using a volunteer base who are committed to serve the Airport and the traveling public in a highly dynamic, fast paced, often stressful environment.

The Applicant(s) proposed scope of work should address all objectives and expectations specifically and describe in detail how they will achieve each, including but not limited to, volunteer recruitment; volunteer training; volunteer onboarding; update the existing volunteer knowledge base; volunteer scheduling and day-to-day staffing; regular volunteer communications; volunteer awards/recognition.

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

### B. Services and Tangible Work Products

Aviation requires, at minimum, the services and tangible work products listed below, including the specific tasks and work activities described. Applicant's proposed scope of work should state in detail how it will carry out each task, including the personnel/job titles (as identified in Section G, *Organizational and Personnel Requirements*) responsible for completing the task. For each service specified, the Applicant should propose criteria to determine when the tasks comprising the service are satisfactorily completed. Applicants



may propose additional or revised tasks and activities, but should explain why each is necessary to achieve the project objectives.

1. **Detailed Scope of Work:** Aviation's expectations for the successful applicant includes, but is not limited to, the following:
  - a. Maintain protocols for the daily operations of the volunteer programs that operate 7 days-a-week, 365 days, from 8am-8pm with three (3) volunteer shifts each day.
  - b. Maintain a robust volunteer program at Philadelphia International Airport that seeks to engage 200-300+ adult volunteers from throughout the region who will provide passenger information services.
  - c. Follow airport security and badging protocols to manage the volunteer badging process to ensure appropriate credentials, schedule badge renewals, and retrieve volunteer badges upon separation from the program. Training is covered in the PHL Authorized Signer Training that is approved by TSA.
  - d. Maintain digital knowledge base and training program, including airport history, airport personnel and stakeholder structure, overall terminal happenings, concessions and locations, flight information, current construction projects, ground transportation options, wayfinding, FAQs, local attractions and amenities, plus "what's new updates." This is currently maintained on "Helpscout" platform and should be expensed to PHL as the owner.
  - e. Maintain a digital format to communicate with volunteers in real-time while on duty.
  - f. Maintain the multi-platform program to efficiently manage the volunteer programs including scheduling, updates, database of forms, applications, training, messaging, and newsletter.
  - g. Maintain program metrics to ensure that the expectations of the airport's Guest Experience team are being met and measures the program's impact including volunteer team growth, contributions to the airport, and retention. Develop and distribute regular reporting on the metrics for evaluation.
  - h. Recruit program volunteers and maintain participation/engagement. Develop and maintain a pipeline of prospective volunteers by researching potential sources of volunteers, maintaining relationships with feeder organizations and institutions, and collaborate with Aviation to manage advertising for the program.
  - i. Plan and organize awards and recognition programming along with teambuilding educational or social activities with prior Aviation approval.



- j. Maintain the existing data collection system in which volunteers can input key data relating to the guest experience for broader tracking, evaluation and planning purposes, including, but not limited to, what questions are asked, where (location), when (time/day), and frequency. Analysis of this data, including any notable trends, to be reported out monthly or as requested by Aviation.
- k. Engage in data collection as required by Aviation as needed.
- l. Create and implement protocols to evaluate prospective volunteers during the interview, onboarding, and training processes to ensure they will meet Aviation's expectations.
- m. Create and implement protocols to properly evaluate volunteers to ensure that they are providing excellent customer service and take necessary corrective actions to address poor performance with potential dismissal from the program.
  - 1. All compensated employees and volunteers may be required to attend additional training as reasonably necessary by Aviation to include, but not be limited to Airport Security Classes, CPR, ADA Training, Customer Service Training (PHL Works), and any other trainings as required by PHL during the contract terms. Applicant may be called on to support Aviation staff during emergency response situations.
  - 2. Alert appropriate Airport personnel regarding any passenger-facing issues including contacting the Airport's Job Control regarding the facilities utilizing the current in place process.
  - 3. Applicate will inventory and store Airport supplied items such as terminal maps, transportation schedules and other equipment or materials on the secure side of the airport near Terminal C.
  - 4. Applicant will procure, store, and inventory items not supplied by the Airport that support the program such as uniforms, software programs, informational brochures, counter supplies, promotional, and hospitality items, and any additional items as may be required by Aviation.
- n. Create and implement protocols to evaluate prospective volunteers during the interview, onboarding, and training processes to ensure they will meet Aviation's expectations.
- o. Create and implement protocols to properly evaluate volunteers to ensure that they are providing excellent customer service and take necessary corrective actions to address poor performance with potential dismissal from the program. All compensated employees and volunteers may be required to attend additional training as reasonably necessary by Aviation to include, but not limited to Airport Security Classes, CPR, ADA Training, Customer Service Training



(PHL Works), and any other trainings as required by PHL during the contract terms. Applicant may be called on to support Aviation staff during emergency response situations.

- p. Alert appropriate Airport personnel regarding any passenger-facing issues including contacting the Airport's Job Control regarding the facilities utilizing the current in place process.

**2. Required Management Staff of an All Volunteer-based Airport Information Program:**

- a. Program Manager: Applicant to provide one (1) full-time compensated employee, pre-approved by Aviation, who possesses a high school diploma in any discipline and at least two (2) years of customer service experience. Ideally the employee has prior experience managing all aspects of a volunteer program with more than 50 participants. The Program Manager shall be on-site during the standard business day, including one weekend day, 5 days per week. The Program Manager shall oversee all operations of the all-volunteer based Airport Information Program. The Program Manager schedule, at the discretion of PHL, may adjust accordingly due to the employee callouts or required supervision on the weekends or evenings.

The Program Manager is responsible for a vital component of the Guest Experience ecosystem at PHL. The Volunteer Program Manager oversees all aspects of the large-scale all-volunteer based passenger information program at the Airport which includes volunteers from the adult program and a college credit internship program. The Volunteer Program Manager serves as the Philadelphia International Airport liaison for passenger information services initiatives with Airport stakeholders to raise awareness of the roles and function of the program. The manager of this dynamic program is responsible for determining the strategic direction of the program, supporting the program by making budget recommendations, establishing and maintaining program reporting matrixes to evaluate the program, planning and coordinating daily staffing levels to ensure program requirements are met, implementing communication, and recruiting campaigns, creating standard operating procedures for the program. The goal of this position is to foster a positive guest experience throughout the passenger journey using volunteers who are committed to serving the traveling public in a highly dynamic, fast paced, often stressful environment. All final decisions will be made in writing by PHL



personnel: the Customer Care Team Manager and/or the Director of Guest Experiences.

- b. Program Coordinators: Applicant to provide two (2) full-time compensated employees pre-approved by Aviation, who possess a high school diploma and/or at least two (2) years of customer service experience. Ideally the employees have prior experience coordinating a volunteer program. The coordinators will fully support the Program Manager and will be cross-trained to assist in all aspects of managing the all-volunteer information program. Coordinator 1 will be expected to work Tuesday – Saturday, 10am – 6pm and coordinator 2 will be expected to work Sunday – Thursday 9am – 5pm. The coordinators schedules, at the discretion of PHL, may adjust accordingly due to the employee callouts or required supervision on the weekends or evenings.
- c. Additional compensated program staff is at the discretion of Aviation.
- d. Volunteers: To be recruited and trained by the Applicant's employees to provide excellent and accurate Airport Information services to passengers. The volunteers will staff the Information Counters , PHL requires one volunteer at each counter per shift daily and other locations as assigned and shall be able to communicate effectively with customers, resolve passengers questions in an accurate, timely, and courteous manner, direct passengers to the appropriate airport services, and communicate with the Program Manager and Program Coordinators about problems encountered during a shift.

Aviation's expectations of the volunteers include the following but are not limited to:

- 1. Minimum one year commitment and one 4-hour shift each week to volunteer at PHL.
- 2. Greet, engage, and communicate with the traveling public in person or virtually in a clear and effective manner which will include PHL messaging, salutations, and other positive exchanges.
- 3. Display an approachable, yet professional, appearance and demeanor and be readily accessible to the traveling public, both at the Information Counters and while moving around with the terminals.
- 4. Provide passengers within the terminals with routine information such as directions to particular locations, names and locations of hotels and other destinations, airline



information, ground transportation, and general information about PHL in addition to historical and cultural attractions in the region.

5. Keep abreast of cultural, historical, and tourist events and attractions in the Philadelphia area, so as to be able to provide such information when requested.
6. Respond to passenger inquiries and track questions in a database.
7. Possess the ability to communicate with both domestic and international passengers to provide information.
8. Direct passengers whose flights have been delayed or canceled, to appropriate resources.
9. Direct passengers with physical and hidden disabilities to appropriate resources.
10. Support and participate in the Airport's customer service training.
11. Support and participate in Airport initiatives including conducting passenger surveys and customer service data entry.
12. Support and participate in any Airport events as needed.
13. Assist passengers as required during irregular operations or emergency situations (weather, aircraft emergency or related conditions).
14. Staffing Exceptions for Volunteers

In situations when volunteer staffing is not possible due to hazardous road conditions, as determined by the City for office closings, due to weather and other unforeseen occurrences, the successful Applicant shall ensure that its' employees are available to meet minimum staffing requirements, five volunteers each shift, to provide Airport Information in person. The Applicant will contact the respective Airport personnel to confirm the existence of such conditions.

15. Assist passengers as requested in the International Arrivals area.
16. Provide monthly, or at intervals to be determined by the Airport, statistical reports categorized by all services provided.

### C. Reporting Requirements

The successful Applicant shall report to the City of Philadelphia on a monthly basis regarding the status of the project and its progress in providing the contracted services and/or products and at intervals to be determined by Aviation. At a minimum, the successful Applicant shall submit a monthly invoice detailing the services and/or products provided, the goals/tasks accomplished, and the associated costs. If hourly rates are charged, the invoice must also detail the number of hours, the hourly rate, and the individual who performed the service. Applicants are encouraged to submit a template, framework, or sample reporting for review. Aviation will require Applicant to collect additional information as may be required.



#### D. Cost Proposal

Applicants must state hourly rate ranges for all personnel, identified by job title, who will perform work under any contract resulting from this RFP. Subcontractor hourly rate ranges by job title must also be stated. **Mark-up to subcontractor costs is not permitted.** For each task necessary to perform a service, deliver a tangible work product, or, if included in this RFP, accomplish a milestone identified in this RFP and/or the Applicant's proposed scope of work, the Applicant must state a firm estimate of the number of hours required to complete that task for each hourly rate that applies to each level of personnel identified to perform that task. Any contract resulting from this RFP will provide for a **not-to-exceed amount** in the compensation section of the contract.

#### E. Organization and Personnel Requirements

The proposal must identify all personnel who will perform work on the project, by job title. Resumes of all personnel so identified should be included in Applicant's proposal. Aviation expects the following with respect to the successful Applicant's organizational structure and personnel:

1. Applicants must have at least 5 years of direct and relevant experience in providing similar management/support services to municipalities and airport authorities. This experience shall be detailed in the Applicant's proposal and confirmed by required references.



2. The successful Applicant(s) shall employ on its staff permanent, experienced airport-consulting professionals to manage the work of this contract. Subconsultants may be used for a portion of the work; however, the successful Applicant(s) must demonstrate the technical leadership and overall responsibility for each assignment.

a. Project Manager

- The successful Applicant(s) shall appoint a project manager who must be approved by the Department of Aviation who will be the point of contact for all Aviation assignments. The project manager should be readily available, and capable of obtaining responses within twenty four hours (24) from the various parts of the Applicant(s) organization.

b. Subcontractors

- The successful Applicant is expected to assemble a staff as described above, which may consist of employees of the Applicant and qualified subcontractors. All subcontractors are subject to approval by the City. Prior to contract execution, the successful Applicant will be required to furnish the corporate or company name and the names of the officers and principals of all subcontractors. Notwithstanding any such approval by the City, the successful Applicant shall itself be solely responsible for the performance of all work set forth in any contract resulting from the RFP, and for compliance with the price and other terms provided in the contract. The successful Applicant shall cause the appropriate provisions of its proposal and the contract to be inserted in all subcontracts.
- The City's consent to or approval of any subcontract or subcontractor proposed by a successful Applicant shall not create or purport to create any obligation of the City to any such subcontractor, or any form of contractual relationship or relationship of privity between the City and the subcontractor.



c. Other Consultants

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



## 3.1 Description of Services

This *Section 3.1, Description of Services* includes the requirements for the project, including the services to be performed and the deliverables that must be met by the selected Applicant. The City reserves the right to change certain service requirements or deliverables based on changed circumstances, like a change in the business or technical environment or contract negotiations with Applicant(s) selected for negotiations, without issuing a revised RFP.

Applicants should read this section closely. An Applicant's proposed scope of work must detail how they will meet the service requirements or achieve the deliverables described in this section. Applicants may also propose additional or revised services or deliverables to achieve the outcomes described in *Section 2.3 Outcome Goals* of this RFP. However, Applicants must explain why each of these additional services or deliverables are necessary, and when and how they will be completed.

### **Service Requirements**

- Detailed Scope of Work
- Required Management Staff of an All Volunteer-Based Airport Information
- See Section 3 above.

### **General Requirements**

#### **A. Hours and Location of Work**

The successful applicant(s) shall provide the necessary volunteer labor to staff the following areas during stated hours of operation:

- Currently, there are five (5) fixed public Information Counters located on the secure side of the Airport. At a minimum, the successful Applicant(s) should staff each Information Counter with at least one volunteer during each shift for the secure side of the Airport. The successful Applicant(s) will provide volunteer staffing from 8:00 a.m.–8:00 p.m., seven (7) days per week. The hours can be adjusted accordingly with prior approval of Aviation.



- Finished administrative areas and spaces shall be provided by the City and assigned on a rental free "as-is" basis during the contract period inclusive of furnishings and utilities. Desktop computers and landline telephones, shall also be furnished by the City. Storage space shall be provided in various locations by the City.

## **B. Monitoring; Security**

By submission of a proposal in response to this RFP, the Applicant agrees that it will comply and cooperate with all contract and compliance monitoring and evaluation activities undertaken by the City of Philadelphia, and with all security policies and requirements of the City and the Transportation Security Administration ("TSA").

Applicants are required to comply with Section 7 of the Airport Rules and Regulations regarding Airport Security. To review Section 7, contact Airport Security at 215-937-5452. The Applicant's personnel will be required to display in full view a Security Identification Display Area badge (SIDA) to be issued by Aviation. Background checks of personnel will be required. Background checks, fingerprinting (\$32), and badging (\$33) costs for each employee are the responsibility of the Applicant. If the Applicant becomes privy to any Airport security information, the Applicant and all its personnel and subcontractors (if any) shall be subject to Title 49 Code of Federal Regulations (CFR) Part 1520. Security will be maintained in accordance with TSA Regulations under the provisions of 49 CFR Part 1542. Failure to comply with the City's and TSA's rules and regulations shall be a material breach to the contract and, in addition to all other rights and remedies of the City under the contract, at law or in equity, the City shall be entitled to terminate the contract without liability to the City, and upon such termination, the Applicant shall be liable to the City for all outstanding fees and charges and all costs, including attorney costs, expenses and damages arising out of such termination.

## **City of Philadelphia Responsibilities**

### **3.2 Performance Metrics, Contract Management & Payments**

#### **Contract Performance Monitoring**

As part of the City of Philadelphia's commitment to improved outcomes, the City seeks to actively and regularly monitor service delivery to enhance contract management, improve results, and adjust service delivery based on learning what works. Reliable and relevant data is necessary to drive service improvements, ensure compliance, inform trends to be monitored, and evaluate results and performance. As such, the City reserves the right to request/collect other key data and



metrics from providers related to the performance of the contract and to reject any item of work that does not meet the performance standards described in the contract.

## **How We Will Pay the Selected Applicant**

Applicants must state hourly rates for all personnel, identified by education level, skill set, experience level, and job title, who will perform work under any contract resulting from this RFP. For each task necessary to perform a service, deliver a tangible work product, or, if included in this RFP, accomplish a milestone identified in this RFP and/or the Applicant's proposed scope of work, the Applicant must state an estimate of the number of hours required to complete that task for each hourly rate that applies to each level of personnel identified to perform that task. Any contract resulting from this RFP will provide for a not-to-exceed amount in the compensation section of the contract.

# **4. HOW TO SUBMIT YOUR RESPONSE**

## **4.1 What You Must Include in Your Proposal**

For your proposal to be considered, proposals must be submitted:

- a) electronically;
- b) through the City's designated system (not email);
- c) before the deadline; and,
- d) signed by an authorized representative of the Applicant.

Additionally, your proposal must include the information listed in the Proposal Requirements below and be organized in the order shown. Failure to submit your proposal in the manner and format required by this RFP may result in your proposal being rejected.

### **Proposal Requirements:**

#### **1. Table of Contents**

#### **2. Introduction/Executive Summary (Give a short description of your proposal.)**

Provide an overview of your company, the goods or services you offer and how you plan to meet the City's needs.

#### **3. Applicant Profile (Tell the City about yourself).**

Please complete the Applicant information sheet and include it with your proposal submission.

#### **Part 1. Please provide the following for the Applicant's Business:**



City of

**Philadelphia**

1. Name of Business
2. Business Address
3. Telephone Number
4. Fax Number (if applicable)
5. E-mail Address
6. Website Address
7. Federal Taxpayer Identification Number or Federal Employer Identification Number

**Part 2. Please provide the following for the Applicant's Primary Contact:**

1. Name
2. Job Title
3. Address
4. Telephone Number
5. Fax Number (if applicable)
6. E-mail Address

**Part 3. Please provide a description of the Applicant's business background by answering the following:**

1. What is the Applicant's Business Organization type (i.e. corporation, partnership, LLC, for or not for profit, etc.)?
2. Is the Applicant's Business registered to do business in Philadelphia and/or Pennsylvania?
3. What is the country and state of the Applicant's business' formation?
4. How many years has the Applicant's business been operating?
5. What is the primary mission of the Applicant's business?
6. What is the Applicant's significant business experience?

**4. Proposed Scope of Work (Tell the City what you propose to do).**

Review Section 3 of this RFP, "Scope of Work" and directly state what services and materials you will provide to meet the City's described needs. Be specific, and, as necessary, describe your services and materials in plain language for the evaluation team to understand. Include a proposed budget or cost proposal, and a schedule for when the services and materials will be provided.

**5. Statement of Qualifications; Relevant Experience (Tell the City why you are the best choice).**

Provide a statement of your relevant qualifications and demonstrate how your experience meets or exceeds the City's requirements. Include a list and description of similar projects you have worked on, including the number of such projects and the amount of time spent on them.

**6. References (Tell us who can vouch for similar work you have completed).**

Provide at least three references, preferably for projects that are similar to the work sought by this RFP. Include the company/entity, a contact person's name, the contact person's title, their address, their email address, and telephone number. The more similar the reference is to the City the better, such as other local government entities.



## **7. Proposed Subcontractors (Tell the City who will work with you).**

Please provide a complete list of prospective subcontractors with whom you plan to work on this project. Include:

- Company Name
- EIN
- Scope of Work
- Percentage of total work allocated to each firm

## **8. Requested Exceptions to Contract Terms (Tell the City any changes you would like to the contract).**

In exceptional cases, a successful Applicant might be afforded exceptions to the City's Contract Terms. State if you would like to request exceptions to the City's Contract Terms, including those contained in this RFP, including [Appendix A](#) and any other documents incorporated by link or reference. Identify the location of the proposed change as well as possible (noting the document, section, heading, and page), the reason for the change request, and proposed alternative language. The City may consider your proposed changes or may disqualify your proposal at its option. However, please be aware that exceptions are not made often and so you should thoroughly explain why the change is necessary and appropriate for the contract. Any proposed exceptions to the City's Contract Terms are subject to various internal review procedures before they can be accepted.

**Note:** Your proposal is a [binding offer](#) to contract and failure to propose exceptions binds you to the City's terms, if your proposal is accepted.

## **9. Tax and Regulatory Status and Clearance Statement (Certify that you do not owe the City).**

Obtain a [Tax Clearance Certificate](#) and complete [Appendix B](#) attesting to Applicant's tax and regulatory compliance with the City.

## **10. Disclosure of Litigation, Administrative Proceedings, and Contract Defaults (Tell the City about any legal proceedings or contract disputes your company or its leaders were involved with).**

Provide a description of any legal proceedings or contract disputes in the past five (5) years that might affect your business, finances, or ability to perform the work described by this RFP. Include all instances of litigation, bankruptcy, debarment, suspension, contract default claims, any criminal conviction or indictments, settlements, and court or administrative orders. For each matter, state the name and nature of the matter, the parties involved, and its current status. For contract disputes, provide the name and contact information for the opposing party. Provide the same information for any matter involving an officer, director, principal, partner, or affiliate of the Applicant, and for any intended subcontractor of the Applicant.

## **11. Statement of Financial Capacity (Demonstrate how stable your business is).**

Provide documentation demonstrating fiscal solvency and financial capability to perform the work sought by this RFP. You may include any of the following:

- A general, independent statement of the Applicant's financial condition, prepared by an external auditor or accountant;
- Applicant's most recent audited or unaudited financial statements, including:
  - Balance Sheet,



- Income Statement, or
- Cashflow Statement;
- Most recent IRS Form 990 (for non-profit organizations only); or
- Any other documentation that demonstrates your financial capacity to meet the requirements of this RFP.

## **12. Local Business Entity or Local Impact Certification (Tell the City if you are a local business or how you envision affecting the local economy).**

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 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](#) and 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.

## **13. Disclosure Requirements (Tell the City about your political contributions).**

Excess political contributions to City candidates and incumbents can disqualify you from a City contract. Complete the mandatory [disclosures](#) required as part of the electronic application process in eContract Philly, including any local political campaign contributions, by selecting “[Apply for Contract](#)” from the opportunity information screen (where this RFP was located). Additional information and instructions are located under the “[Disclosure/Eligibility](#)” tab on the top of the [eContract Philly](#) homepage. Please make sure to review these requirements closely before completing these disclosure forms.

## **4.2 How To Submit Your Application**

### **Online Submission Required by the Application Deadline**

You must **complete your application through [eContract Philly](#) before the deadline** to be considered for this contract opportunity. Proposals may be changed at any time up until the submission deadline and the City will not review your proposal until after the deadline. The proposal is not considered submitted until the “submit” button is pressed at the conclusion of the eContract Philly submission process. You will receive a confirmation email that your Application was submitted.

Applicants are encouraged to allow sufficient time to complete the application process in order to become familiar with the requirements of the eContract Philly interface, upload all required documents, and resolve any technical issues prior to the submission deadline. The City need not accept, and may discard, responses that are incomplete, late, or submitted in any other format.

### **Electronic File Limitations**

[eContract Philly](#) accepts attachments up to 8MB of the following file types: Microsoft Word, Microsoft Excel, Microsoft Project, Adobe PDF or in a compressed zip file. Larger attachments must



be split into smaller attachments to accommodate this file size limitation. There is no limit to the number of attachments that may be uploaded.

### Every Entity Applies for Itself

Except in the case of [Joint Ventures](#), which follow special rules described below, **every entity must apply for itself**. If the prospective applicant is not already registered with [eContract Philly](#), you must first register for an account before you can apply to this opportunity. Note that each legal entity must have a separate account; you may not utilize or repurpose another entity's account for this application. To identify each legal entity, the eContract Philly application system uses an entity's Taxpayer Identification Number, either a Social Security Number (SSN) or Employer Identification Number (EIN). Make sure the Tax Identification Number associated with your profile matches the Tax Identification Number of the company that is applying. Applications from an affiliated entity or made on another entity's behalf will cause the City to reject the proposal.

See the [Joint Venture](#) rules if you are applying on behalf of a Joint Venture.

### Use the Submission Checklist Below

This is a tool to help you to submit a complete, accurate, responsive, and on time application.

#### DOES MY RESPONSE MEET THE PROPOSAL REQUIREMENTS?

Did you submit the proposal before the stated [deadline](#) of this RFP? ✓

Did the proposal explain how Applicant meets the goals and objectives, tasks, milestones, and deliverables, and other requirements described by the Department in the [Opportunity](#) and [Scope of Work](#) sections? ✓

Does your cost proposal meet the requirements under "[Compensation](#)"? ✓

Does your service proposal meet the requirements under "[Description of Services](#)"? ✓

Does your proposal meet the overall format and content requirements described in "[What you must include in your proposal](#)"? ✓

If eligible, did you enroll with the City's [Vendor Payment Portal](#) to effortlessly submit electronic invoices and monitor payment progress 24/7? ✓

Did you review the entire RFP and contract attachments, including the Contract Terms and Conditions, and request any exceptions? **You must propose contract language changes with your proposal or the City's terms are deemed accepted.** ✓

Was the proposal submitted electronically through [eContract Philly](#)? ✓



Did you complete the mandatory political contribution [disclosures](#) through the application? ✓

Was the proposal submitted to the correct opportunity number? ✓

Was the application signed by clicking on the "submit" button at the conclusion of the [eContract Philly](#) submission process? **The proposal is not considered submitted until this button is pressed, regardless of when you started to complete the proposal.** ✓

You will receive an email acknowledgment of your submission.

Was the individual who signed the application authorized to sign on behalf of the Applicant? For more information on who is authorized to sign your application, please see page 32 of the sample application found on eContract Philly [here](#). You must be logged in to eContract Philly to access the document. ✓

Does the Applicant's [eContract Philly](#) Profile match the Applicant information provided in the proposal? Do the Taxpayer Identification Numbers match? (Do not use the SSN of the person filling out the proposal, unless the contract will be with that actual person; use the number of the entity applying and on its eContract Philly profile.) ✓

Special Rule for [Joint Ventures](#) ✓

## 4.3 Proposal Binding

**Your proposal is a binding offer to contract for what you propose.** Each Applicant agrees that it will be bound by the terms of its proposal for a minimum of 180 calendar days from the application deadline for this RFP and will enter a contract containing the same terms. If the City accepts your proposal as submitted, the City need not negotiate additional or different terms. Applicants must state clearly and conspicuously any modifications, waivers, objections, or exceptions they seek in a separate section of the proposal entitled "[Requested Exceptions to Contract Terms](#)".

**The City reserves the right, in its sole discretion, to negotiate terms and conditions different from and/or additional to the Contract Terms without notice to other Applicants.**

## 5. HOW WE CHOOSE

The City will consider many factors, including cost, when evaluating proposals submitted to this RFP. While cost is an important factor, it is not the sole, or necessarily the deciding factor. The City may choose to award the contract resulting from this RFP to an Applicant whose proposal is the most advantageous to the City and in the City's best interest even if the Applicant is not offering the lowest price.

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



1. Superior ability or capacity to meet particular requirements of contract and needs of City Department and those it serves
2. Eligibility under Code provisions relating to campaign contributions
3. Superior prior experience of Applicant and staff
4. Superior quality, efficiency and fitness of proposed solution for City Department
5. Superior skill and reputation, including timeliness and demonstrable results
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, local, or small businesses
8. Lower cost
9. Administrative and operational efficiency, requiring less City oversight and administration
10. Anticipated long-term cost effectiveness
11. Meets prequalification requirements
12. Applicant's certification of its Local Business Entity/Local Impact status.

If a contract is awarded from this RFP, a notice will be published on the City's [eContract Philly](#) website identifying the name of the selected Applicant and the basis for award to that Applicant, as well as the names of all other Applicants to this RFP. To access this notice, select the button that says "Notice of Intent to Contract" and search for your opportunity number.



## 6. GENERAL RULES GOVERNING RFPs/PROPOSALS

### WHAT ARE MY RESPONSIBILITIES IF I'M AWARDED THE CONTRACT?

Maintain an active Business Income and Receipts Tax (BIRT) Account Number.

REGISTER [HERE](#).

Maintain an active Commercial Activity License (CAL) Number

REGISTER [HERE](#)

Obtain a Philadelphia Tax and Regulatory Status Clearance and return [Appendix B](#) and stay current with all City and School District taxes and fees or payment plans.

OBTAIN A TAX CLEARANCE CERTIFICATE [HERE](#)

Continuously disclose your political contributions and stay under the [contribution limits](#) that allow you to be awarded a contract.

SEE THE "[DISCLOSURE/ELIGIBILITY](#)" TAB ON ECONTRACT PHILLY [HERE](#) FOR MORE INFORMATION

Submit all Contracting Disclosures requirements. Provide demographic information about your workforce and your work for the City in the past five years (This is only required once an organization is awarded a contract with the City of Philadelphia).

CONTRACTING DISCLOSURE AND FILING INSTRUCTIONS ARE [HERE](#)

Pay a Contract Preparation Fee

SEE AND PAY THE FEE [HERE](#)

Contracts resulting from this RFP are "Service Contracts" and awarded Applicants, along with their subcontractors at any level, are "Service Contractors" who must comply with the 21<sup>st</sup> Century Minimum Wage and Benefits Standard found in Philadelphia Code Sec. 17-1300.

THE CURRENT LIVING WAGE RATE AND BENEFITS REQUIREMENTS AND APPLICABILITY CAN BE LOCATED [HERE](#)

*If the awarded contract is valued at or over \$250,000, you must extend Equal Benefits to life partners of employees that are extended to spouses of its employees, under 17-1900 of the Philadelphia Code.*

INFORMATION REGARDING EQUAL BENEFITS IS LOCATED [HERE](#)



**Register for electronic payments**

INSTRUCTIONS FOR  
REGISTRATION CAN  
BE FOUND [HERE](#)

**Comply with federal Health Insurance Portability and Accountability Act (HIPAA) if applicable.**

SEE [HIPAA](#) SECTION  
BELOW

## 6.1 Health Insurance Portability and Accountability Act (HIPAA)

The work to be provided under any contract entered into pursuant to this RFP may be subject to the federal Health Insurance Portability and Accountability Act (HIPAA) or other state or federal laws or regulations governing the privacy and security of health information.

If the contract is with any of the "[Covered Units](#)" designated by the City or the chosen provider is otherwise a "Business Associate" under HIPAA, the selected Applicant must comply with the "[Terms and Conditions Relating to Protected Health Information](#)" which are posted on [eContract Philly](#) under the "[About](#)" section and which will be incorporated into the contract by reference.

## 6.2 Special Rules Applicable to Joint Ventures

Generally, applications submitted through 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 will comprise the joint venture, and demonstrating a binding agreement among those business entities to perform the contract as the joint venture identified in the application (for a joint venture that has not yet been formed, documentation signed by each identified business entity evidencing a commitment to form the joint venture if awarded the contract is sufficient), and (iv) the non-filing business entities are eligible for award of a City contract and make the [disclosures](#) required by [Chapter 17-1400](#) of the Philadelphia Code (described in greater detail below) within fourteen (14) days after the joint venture receives notice that it has been awarded the contract.

## 6.3 Mandatory Political Contribution Disclosures and Penalties

Pursuant to [Chapter 17-1400](#) of the Philadelphia Code, Applicants are required to disclose the following as part of their required online application:

- their direct and indirect campaign contributions to:
  - political candidates and incumbents who are nominated for, running for, or serving in, a local Philadelphia elected office; and



- political committees/parties that are operating in Philadelphia<sup>1</sup>
- any consultants used in responding to the RFP and political contributions those consultants have made as described above; and
- whether the Applicant or any representative of the Applicant has received from any City employee a request for money or other items of value.

Applicants who make material misstatements or omissions in required disclosures may be prohibited from entering into contracts resulting from this or any other RFP of the City for one to three years and subjected to fines of up to three-times (3x) the amount that a contribution exceeded the [political contribution limits](#), up to \$2,000 for each contribution, pursuant to [Section 20-1302](#) of the Philadelphia Code

For more information, please consult the text of [Chapter 17-1400](#), the "[Disclosure/Eligibility](#)" tab on [eContract Philly](#), e-mail [econtractphilly@phila.gov](mailto:econtractphilly@phila.gov), or call 215-686-4914.

## 6.4 Political Contribution Limits for City Contractors

The current contribution limits are adjusted every four years (starting in 2008) and are posted on the [eContract Philly](#) home page. The limits are established by law, apply continuously throughout the life of an awarded contract and for as long as the official benefiting is in office. Applicants are advised that individuals and businesses that make campaign contributions in excess of the amounts set forth in [Section 17-1404\(1\)](#) of the Philadelphia Code are ineligible to enter into a City contract or subcontract at any tier in excess of \$10,000 for individuals or \$25,000 for businesses. Contributions are attributed according to [Section 17-1405](#) of the Philadelphia Code and Applicants should take this into consideration in electing to apply for this opportunity and in selecting subcontractors, if any.

Applicants certify that their subcontractors are eligible to work on City contracts and will be responsible for any consequence if that later proves untrue. To assist Applicants, the City has provided disclosure forms under the "[Disclosure/Eligibility](#)" "[Subcontractor Disclosure](#)" tab on [eContract Philly](#) for subcontractors to complete and provide to the Applicant at their option. These forms do not need to be submitted to the City.

## 6.5 City Employee Conflict Provision

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

## 6.6 Reservation of Rights

By submitting a response to this contract opportunity, the Applicant accepts and agrees to the [City's Standard Reservation of Rights](#), linked and incorporated in this document by reference, and to the

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<sup>1</sup> State and federal campaign contributions do not have to be disclosed unless the subject/candidate in the campaign is also running for, or currently serving in a local Philadelphia elected office.



terms of this contract opportunity, including all information contained in this RFP and information posted or accessible by link from the [eContract Philly "Opportunity List](#) page, accessible under the [New Contract Opportunities](#) tab on the [eContract Philly](#) homepage.

## 6.7 Confidentiality and Public Disclosure

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

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



## APPENDICES

### Appendix A – General Provisions

THE CITY OF PHILADELPHIA PROFESSIONAL SERVICES CONTRACT GENERAL PROVISIONS  
FOR CONSULTANT SERVICES

AND AIRPORT REQUIREMENTS

THESE DOCUMENTS ARE POSTED SEPARATELY



## Appendix B - City of Philadelphia Tax and Regulatory Status and Clearance Statement

### **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:

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 (if none, state "none")	
Commercial Activity License Number (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.

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Authorized Signature

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Date

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Print Name and Title



## Appendix C – Insurance Requirements

## Insurance Requirements - Management of All-Volunteer Based Airport Information Program

**Insurance.** Unless otherwise approved by the City's Risk Management Division in writing, the successful respondent (hereinafter "Provider") 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 delivery of the Materials. 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 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, Umbrella and Cyber Liability Insurance policies. Provider shall also deliver or cause to be delivered to the City an endorsement stating that the coverage afforded the 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.**

- 1) Workers' Compensation: Statutory Limits
- 2) 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.
- 3) Other states' insurance including Pennsylvania.

### **(b) General Liability Insurance.**

- 1) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; \$1,000,000 advertising injury; \$2,000,000 general aggregate and \$1,000,000 aggregate for products and completed operations. The City may require higher limits of liability if, in the City's sole discretion, the potential risk warrants.
- 2) 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 Insurance.**

- 1) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
- 2) Such requirement shall be \$5,000,000 per occurrence for vehicles with access to the airfield.
- 3) Coverage: Owned, non-owned, and hired vehicles.

**(d) Umbrella Liability Insurance.**

Limit of Liability totaling \$5,000,000 per occurrence when combined with insurance required under (a), (b) and (c) above.

**(e) Professional Liability Insurance.**

- 1) Limit of Liability: \$2,000,000 with a deductible not to exceed \$100,000.
- 2) Coverage: Errors and omissions including liability assumed under Contract.
- 3) Professional Liability Insurance may be written on a claims-made basis provided that coverage for occurrences happening during the performance of the Services 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 Services.

**(f) Cyber Liability Coverage.**

- 1) Limit of Liability: \$1,000,000 per Claim/Aggregate Limit
- 2) 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).
- 3) The City of Philadelphia, including their agents, employees, officers shall be named as an Additional Insured.
- 4) If coverage is written on a Claims-made basis, the Provider warrants that any retroactive or discovery date applicable to the coverage 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.

**Self-Insurance.** Provider may not self-insure any of the coverages required under the Contract without the prior written approval of the Responsible Official and the City's Risk Manager. In the event that Provider wants to self-insure any of the coverages listed above, it shall submit to the Responsible Official and the City's Risk Management Division, prior to Provider's commencement of Services or delivery of any Material hereunder, a certified copy of Provider's most recent audited financial statement, and such other evidence of its qualifications to act as self-insurer (e.g. state approval) as may be requested by the Responsible Official or the City's Risk Manager. In the event the City grants such approval, Provider understands and agrees that the City, its officers, employees and agents shall be entitled to receive the same coverages and benefits under Provider'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, Provider self-insures its professional liability or workers' compensation and employers' liability coverage, Provider 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 Provider to the City, or to limit Provider's liability under the Contract to the limits of the policies of insurance (or self-insurance) required to be maintained by Provider hereunder.

**Evidence of Insurance Coverage.** Certificates of insurance evidencing the required coverages must specifically reference the City contract number for which they are being submitted. The original certificate of insurance must be submitted to the City's Risk Manager at the following address:

City of Philadelphia  
Finance Department  
Division of Risk Management  
1515 Arch Street, 11th Floor  
Philadelphia, PA 19102-1579  
(Fax No.: 215-683-1718).

A copy of the certificates of insurance shall be submitted to the Responsible Official at the address of the Department set forth in the Notice Section of the Provider Agreement. Both submissions must be made at least ten (10) days before work is begun and at least ten (10) days before each Additional Term. The City, in its sole discretion, may waive the ten (10) day requirement for advance documentation of coverage in situations where such waiver will benefit the City, but under no circumstances shall Provider actually begin work (or continue work, in the case of an Additional Term) 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 at the above address. The City reserves the right to require Provider to furnish certified copies of the original policies of all insurance required under this Contract at any time upon ten (10) days written notice to Provider.

