



CITY OF PHILADELPHIA
DEPARTMENT OF AVIATION
REQUEST FOR PROPOSALS
TO PROVIDE

On-Call MAS Application Hosting, Development, and Support Services

March 20, 2026

Deadline for Receipt of Proposals:	May 8, 2026, 5:00 PM (Local Philadelphia Time)
Pre-Proposal Meeting:	April 7, 2026, 1:30 PM (Local Philadelphia Time)
Deadline for Questions:	April 10, 2026, 5:00 PM (Local Philadelphia Time)

Cherelle L. Parker, Mayor
Tracy Borda, Chief Financial Officer and Interim Chief Executive Officer, Philadelphia International Airport

Contents

1	GENERAL INFORMATION	1
1.1	BACKGROUND	1
1.2	GENERAL STATEMENT OF PROPOSAL REQUIREMENTS	2
1.3	PROPOSAL SUBMISSION DATE; ANTICIPATED PROCUREMENT SCHEDULE	3
1.4	CITY’S PRIMARY CONTACT	4
1.5	COMPLIANCE WITH CHAPTER 17-1400 OF THE PHILADELPHIA CODE.....	5
2	RFP REQUIREMENTS AND CONDITIONS	5
2.1	PROPOSAL REQUIRED	5
2.2	RESPONSIVENESS.....	5
2.3	DISCLAIMER	6
2.4	PUBLICITY	6
2.5	APPLICANTS RESTRICTED.....	6
2.6	RESERVED	7
2.7	ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS RFP.....	7
2.8	PROPOSAL SUBMISSION, EVALUATION AND SELECTION	7
2.8.1	General.....	7
2.8.2	Rights and Options Reserved.....	7
2.8.3	Contract Negotiation and Award	8
2.8.4	Proposal Evaluation	8
2.8.5	Site Inspections	10
2.8.6	Prime Contractor Responsibility.....	10
2.9	RESPONSIBILITY FOR PROPOSAL COSTS	10
2.10	RESERVED	10
2.11	WITHDRAWAL OR MODIFICATION OF PROPOSALS	10
3	PROPOSAL REQUIREMENTS	11
3.1	ADMINISTRATIVE REQUIREMENTS	11
3.1.1	Mandatory Online Registration and Filing Requirements	11
3.1.2	Transparency in Business Demographic Data Disclosures	13
3.1.3	Virtual Pre-Proposal Meeting	14
3.1.4	Addenda to the RFP; Requests for Information; Inconsistencies	14
3.1.5	Proposals Binding	14
3.1.6	Proposal Submission Requirements.....	15
3.2	QUALIFICATIONS OF APPLICANTS.....	16
3.3	IMPLEMENTATION PLAN, STATEMENT OF WORK, PROJECT SCHEDULE AND MILESTONE PAYMENT SCHEDULE	19
3.4	COST PROPOSAL	20
3.5	CERTIFICATION OF COMPLIANCE WITH EQUAL BENEFITS ORDINANCE.....	20
3.6	LOCAL BUSINESS ENTITY OR LOCAL IMPACT CERTIFICATION.....	21
3.7	THE PHILADELPHIA TAX AND REGULATORY STATUS AND CLEARANCE STATEMENT 22	
4	CITY-WIDE CONTRACT REQUIREMENTS	23

4.1	TERM AND RENEWAL	23
4.2	CERTIFICATE OF NON-INDEBTEDNESS	23
4.3	INSURANCE.....	24
4.4	INDEMNIFICATION	27
4.5	PROPRIETARY RIGHTS INDEMNIFICATION.....	27
4.6	PERFORMANCE STANDARDS	28
4.7	ACCEPTANCE.....	28
4.8	CITY AUDIT	28
4.9	TERMINATION FOR CONVENIENCE.....	28
4.10	TERMINATION FOR DEFAULT.....	28
4.11	SALES AND USE TAX EXEMPTION	29
4.12	UNAVAILABILITY OF FUNDS	29
4.13	TAX REQUIREMENTS	29
4.14	ASSIGNMENT	30
4.15	DOCUMENT PREPARATION FEE.....	30
4.16	NONDISCLOSURE OF CITY DATA AND CONTRACTOR DATA.....	31
4.16.1	Nondisclosure	31
4.16.2	City Data	31
4.16.3	Contractor Data.....	31
4.16.4	Exclusions	31
4.16.5	Remedy for Breach	32
4.17	ETHICS REQUIREMENTS.....	32
4.17.1	Gifts.....	32
4.17.2	City Employee Interest in City Contracts	33
4.17.3	Conflict of Interest	33
4.18	[RESERVED]	33
4.19	THE PHILADELPHIA CODE, SECTION 17-400	33
4.20	AMERICANS WITH DISABILITIES ACT	34
4.21	BUSINESS INTERESTS IN NORTHERN IRELAND.....	34
4.22	BUSINESS, CORPORATE AND SLAVERY ERA INSURANCE DISCLOSURE	35
4.23	LIMITED ENGLISH PROFICIENCY	35
4.24	HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT.....	36
4.25	PHILADELPHIA 21 ST CENTURY MINIMUM WAGE AND BENEFITS STANDARD	36

- Appendix A: Detailed Project Requirements
- Appendix B: [Reserved]
- Appendix C: Provisions Required by Chapter 17-1400 of The Philadelphia Code
- Appendix D: Tax and Regulatory Status and Clearance Statement Form
- Appendix E: Local Business Entity or Local Impact Certification
- Appendix F: Additional IT Standards
- Appendix G: LGBTQ Applicant Opportunity Data
- Appendix H: Airport Security Requirements
- Appendix I: Airport General Consultant Services

1 General Information

1.1 Background

The City of Philadelphia (“City”), Department of Aviation (“Aviation” or “Airport”), is seeking one or more qualified Applicant(s) to provide on-call task order-based consulting services to support and enhance Aviation’s IBM Maximo Application Suite (“MAS”) environments on an as-needed basis.

The services sought by this RFP are divided into 3 components:

- Hosting / MAS as a Service (MaaS)
- Development, Configuration, and Enhancements
- Support and Operational Services

No computer hardware or other equipment, and no network or computer installation services (such as cabling or physical installation of equipment) will be purchased under any contract resulting from this Request for Proposals.

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:

a. 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.

b. Northeast Philadelphia Airport

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

1.2 General Statement of Proposal Requirements

MAS currently serves as a mission-critical operational system supporting:

- Facilities and Airport Operations work order and job control management, and
- Receiving and warehouse inventory management that directly enables maintenance and operational activities.

Aviation reserves the right to select multiple Applicants with which to contract. The City does not guarantee that each successful Applicant will receive an assignment throughout the Agreement.

While MAS also provides robust asset management capabilities, Aviation's long-term asset management strategy remains under evaluation. Accordingly, Applicants must support current operational use cases as primary objectives, while ensuring that configurations, data practices, and integrations do not preclude future expansion of MAS capabilities or integration with other enterprise asset or inventory systems.

Applicants are expected to support operational stability today while advising Aviation on future opportunities to responsibly leverage MAS features where appropriate.

All work must align with Aviation operational requirements, regulatory obligations, and enterprise IT standards.

The successful Applicant(s) will receive written Task Orders or Service Requests prepared by Aviation for any services or tasks required hereunder. Each Task Order or Service Request will define Aviation's specific objectives, scope, deliverables, and performance expectations. To ensure Aviation receives technically sound, cost-effective, and forward-looking solutions,

Applicants may propose on a single component, or multiple components of this RFP, and the City may award multiple contracts as a result of this RFP, if the City deems it to be in its best interest.

Any Proposal submitted for all three (3) components must satisfy all requirements of all Schedules. Similarly, if an Applicant intends to propose on one (1) or more of the components of this RFP, the Applicant’s Proposal must satisfy all requirements of all Schedules for the component(s) for which it is being submitted.

If an Applicant intends to propose on less than all three (3) components of this RFP, the Proposal must clearly identify, on the Proposal Cover Page, the component(s) for which it is being submitted, and the Proposal must comply with all other requirements of this RFP.

- Hosting / MAS as a Service (MaaS)
- Development, Configuration, and Enhancements
- Support and Operational Services

These domains represent distinct delivery models, skill sets, and risk profiles and will be evaluated independently.

Detailed requirements for the services sought by this RFP are provided in Appendix A, *Detailed Project Requirements*.

1.3 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>
March 20, 2026	Issue Request for Proposals
April 7, 2026, 1:30 PM	Optional, Virtual Pre-Proposal Meeting Link: https://teams.microsoft.com/meet/25542834129939?p=ZBp5CV6fUJC9ErdNMJ

April 10, 2026, 5 PM (Local Philadelphia Time)	Submit questions, requests for clarification, information to Primary Contact, in writing
April 24, 2026	Response to Questions Posted
May 8, 2026, 5 PM (Local Philadelphia Time)	Submit Proposals on eContract Philly
July 1, 2026	Notice of Intent to Contract
August 1, 2026	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 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.

1.4 City’s Primary Contact

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

David M. Wilson, Procurement Technician 2
Philadelphia International Airport
E-mail address: 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.

1.5 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 C, *Provisions Required by Chapter 17-1400 of the Philadelphia Code*, which shall be incorporated into the contract.

2 RFP Requirements and Conditions

2.1 Proposal Required

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

As part of its response to this RFP, Applicants shall provide representative hourly labor rate ranges for all personnel proposed that will be responsible for providing the services.

At a minimum, Applicants shall furnish rates and brief descriptions of their anticipated responsibilities for the following job titles or their equivalents: Project Manager, Lead Functional Analyst, Lead Technical Analyst, Business Analyst, Senior Developer, Developer, Technical Support Agent, Administrative Support, Business Process Lead, Trainer, and Network Administrator. Aviation will not consider blended rates for the services contemplated in this RFP, so Applicants must provide hourly rate ranges by job classification.

Subcontractor's hourly rate ranges by job title must also be stated. **Mark-up to subcontractor costs is not permitted.**

Any contract resulting from this RFP will provide for a not-to-exceed amount in the compensation section of the contract. In the event that the City requests the successful Applicant to perform services, the City may, in its sole discretion, require the successful Applicant to submit a fixed price statement of work for the services requested.

If an Applicant offers options and/or alternates that are not included in the proposed scope of work, the Applicant must provide for each such option/alternate the following information:

- A detailed description of the option/alternate;
- A full explanation of the rationale for not incorporating the work in the base Proposal;
- Detailed cost information for each option/alternate, in accordance with the cost proposal requirements of the RFP.

2.2 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 this 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.

2.3 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.

2.4 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 Executive Officer, Atif Saeed.

2.5 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 an Applicant that proposes to perform the substantive work proposed through subcontractors.

2.6 Reserved

2.7 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.

2.8 Proposal Submission, Evaluation and Selection

2.8.1 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.

2.8.2 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 "Submittal Requirements" section and elsewhere in this RFP as pertaining to the Applicant's qualifications.

2.8.3 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 services, 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.

2.8.4 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 or online, 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 Section 3 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 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 this 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;

- 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.

2.8.5 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.

2.8.6 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.

2.9 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 online or in person to the City's representatives at the City's offices, and the costs of such presentations 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 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.

2.10 Reserved

2.11 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 must comply with all administrative requirements for this RFP 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.¹ 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

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

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.

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 contract goals from City employees. This information, as well as a proposal or any other response document required, is part of the online application. For more information, please consult the text of Chapter 17-1400, consult the reference materials found on the website, e-mail econtractphilly@phila.gov, or call 215-686-4914.

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

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

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

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

You can begin uploading (or attaching) your proposal and other application materials at any time. It is especially prudent for you to start uploading your attachments earlier if you have a large number of attachments (e.g. over five documents) or larger-sized attachments (e.g. above 5 MB). Please be advised that the eContract Philly website will not accept documents larger than 8 MB. If you have documents larger than 8 MB, you must separate them into smaller documents and clearly name the files 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 the eContract Philly, Applicants that obtain the RFP via the 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 Transparency in Business Demographic Data Disclosures

In accordance with Philadelphia Code Section 17-1402(1)(b)(.4), if the resulting contract is valued at or over \$94,000, 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 30th 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: <https://www.phila.gov/departments/office-of-the-chief-administrative-officer/transparency-in-business-disclosure-for-prime-contractor/>. 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 Virtual Pre-Proposal Meeting

An Optional, Virtual Pre-Proposal Meeting to review the requirements of this RFP will be held virtually via Microsoft Teams on April 7, 2026, starting at 1:30 PM Local Philadelphia Time.

The City believes that attendance at the Pre-Proposal Meeting is essential for successful participation in this RFP procurement and encourages every Applicant to attend.

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 the eContract Philly. It is the Applicant’s responsibility to monitor the 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 two hundred and forty (240) 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.

Proposal and the use of Artificial Intelligence (AI)

Applicant certifies that, regardless of whether AI was used in preparing this proposal, the contents of this proposal:

- were thoroughly reviewed by a human subject matter expert for accuracy and completeness, and
- are owned or licensed to be used by, or otherwise lawfully used by, the Applicant.

Applicant further understands and agrees that, notwithstanding any authorized or unauthorized use of AI by Applicant or its employees or agents, Applicant is responsible for the accuracy, completeness, and lawful use of the content submitted within Applicant’s proposal.

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*. If an Applicant intends to propose on less than all three (3) components of this RFP, the Proposal must clearly identify, on the Proposal Cover Page, the component(s) for which it is being submitted, and the Proposal must comply with all other requirements of this RFP.

Proposals should include a table of contents listing all sections, figures, and tables and their corresponding page numbers.

Proposals shall be organized in the order presented below:

- | | |
|-----------|---|
| Section 1 | Identification of Applicant, including all identifying information required under Section 3.2, <i>Qualifications of Applicant</i> . |
| Section 2 | Executive Summary of proposal |
| Section 3 | Description of the Applicant’s firm, including history of the firm, number of employees, organizational structure, and all financial, technical, and other information required under Section 3.2, <i>Qualifications of Applicant</i> . |
| Section 4 | Methodology. Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. This should include the timetable of major tasks/activities, proposed milestone |

dates, the work hours, and the estimated cost to achieve each of the milestones in the proposed schedule. Describe your firm's approach to achieve client satisfaction and the successful performance of this project. Include the Project Documents, in accordance with Section 3.3, *Implementation Plan, Statement of Work, Project Schedule and Milestone Payment Schedule*, in this section of the Proposal.

Section 5 Other Information. Provide any other information which your firm believes would help convince the evaluators that your firm should be selected for this project.

Appendix A: Resumes of key staff to be assigned to the proposed work.

Appendix B: Cost Proposal. Attach the Applicant's detailed cost proposal(s), including hourly labor rates, in accordance with Section 3.4 as Appendix B to the Proposal.

Appendix C: [Reserved]

Appendix D: Tax Status and Clearance Statement Form

Appendix E: Local Business Entity or Local Impact Certification

The preferred time frame for the completion of the services required under this RFP is one year from the date of the award of the proposal unless additional time is approved at the discretion of the City.

3.2 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.

As part of Proposal Section 3 described above in *Section 3.1.5, Proposal Submission Requirements*, Applicants must submit the following subsections with the information specified for each.

(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) 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.
- (2) Subsection 2: Technical Qualifications. Applicants shall provide information that demonstrates that it possesses the technical expertise that the City requires for this RFP, including at least the following information:
- (a) Applicants must submit references from at least three governmental entities for which it has performed projects that are comparable in size, complexity and scope to the work sought by this RFP, together with project summaries for each (client, project title, date, description of project, project start and completion dates). Each reference must be identified by name, title, organization, and the name, title, address, telephone/facsimile numbers and a valid email address of contact persons.
 - (b) Applicants must provide the names, qualifications (stated in detail), and relevant experience of all key personnel who will be assigned to City of Philadelphia project. Identify roles and responsibilities of each such team member. Resumes of all key personnel must be included in the Proposal.
 - (c) The Applicant must demonstrate adequate experience including, but not limited to, the following areas; **the City prefers a minimum of three (3) years such experience** working in an Airport or large government environment:
 1. Hosting & MaaS
 2. System Maintenance
 3. System Performance & Functionality Reviews
 4. Upgrade Execution & Support
 5. Facilities Work Order & Job Control Management
 6. Receiving & Inventory Management

7. Data Loads & Conversions
8. Asset Walk-Down/Collection
9. Business & System Process Reviews
10. System Configuration Changes & Enhancements
11. Systems Integrations & Interfaces
12. Mobile Solution Implementation
13. AI/Machine Learning Solutions Implementation
14. Reporting and Analytics
15. End-User Training
16. Technical Support Services/Helpdesk Services
17. Information Security Requirements

- (d) 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.

(3) Subsection 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) 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;
- (d) A bank reference;
- (e) A statement disclosing any audits of the Applicant by the federal government;
- (f) A statement disclosing any state or federal bankruptcy or insolvency proceeding that it has filed or with which it is otherwise involved;
- (g) 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, telephone number and valid email address of a contact person;
- (h) 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;
- (i) 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?
- (j) Any other information not specifically itemized above that it believes to be demonstrative of its financial capacity.

(4) Subsection 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 D as to Applicant’s status as a Local Business Entity or its local impact if awarded the contract. (See Section 3.6 for more information.)

3.3 Implementation Plan, Statement of Work, Project Schedule and Milestone Payment Schedule

As part of Proposal Section 4 described above in *Section 3.1.5, Proposal Submission Requirements*, 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 A (if no requirements are provided in Appendix A, Applicants should submit the Project Documents in the form they currently use for work of the type here sought):

- (1) 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;
- (2) a detailed statement of the work to be performed, in a format that the Applicant considers appropriate and sufficient for incorporation in a contract document;

- (3) 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
- (4) 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.

3.4 Cost Proposal

The Applicant’s Cost Proposal, to be submitted as Appendix B to the Proposal, must include the following:

- (1) Applicant’s fully burdened hourly rate schedule, with hourly fees identified for each skill level and each position that will be utilized for the work proposed. Detail all labor costs by labor category, number of hours and fully burdened hourly rate for each of the major activities associated with your proposed approach. All costs must be stated as “fixed price” or “not to exceed” amounts, the total of which may not exceed the total fixed price proposed by the Applicant for the work. All cost items must be provided in the RFP response and no additional charges (e.g. for supplies, travel, etc.) will be allowed unless so stated in the proposal document.
- (2) If an Applicant offers options and/or alternates that are not included in the fixed price for the proposed work, the Applicant must provide for each such option/alternate the following information:
 - A detailed description of the option/alternate;
 - A full explanation of the rationale for not incorporating the work in the base Proposal;
 - Detailed cost information for each option/alternate, in accordance with the cost proposal requirements of the RFP.
- (3) The cost proposal must identify, by separate line item, each principal task and activity required to perform the work and each deliverable, together with the cost of each.

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 (including, but not limited to, proposals to perform the work on a “time and materials” or “cost-plus” basis) that does not provide a fixed price to perform the proposed work.

3.5 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.

3.6 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. 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.

3.7 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 D.

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

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

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

Applicants need not have a City of Philadelphia Business Income and Receipts Tax Account Number (formerly Business Privilege Tax Account Number) and Commercial Activity License Number (formerly Business Privilege License Number) to respond to this RFP, but will, in most circumstances, be required to obtain one or both if selected for award of the contract contemplated by the RFP.^[1] Applications for a Business Income and Receipts Tax Account Number or a Commercial Activity License^[2] may be made on line by visiting the City of Philadelphia Business Services Portal at <https://www.phila.gov/services/business-self-employment/business-taxes/> and clicking on "Get a tax account." If you have specific questions, call the Department of Revenue at 215-686-6600 for questions related to City of Philadelphia Business Income and Receipts Tax Account Number or the Department of Licenses and Inspections at 215-686-2490 for questions related to the Commercial Activity License.

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

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

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 below. The terms and conditions provided or described in this Section 4 are generally required by the City in contracts for services of the type sought by this RFP. 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, or to any of the terms and conditions set forth elsewhere in this RFP, in a separate section of the Proposal. Any such objection must identify the specific page number and section(s) objected to, state the reason(s) for the objection, and propose alternative language or terms. Requirements and 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 August 1, 2026, and, unless sooner terminated by the City pursuant to the terms of the Contract, shall expire twelve (12) months thereafter, on July 31, 2027. 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.

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 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 of any 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, sub-consultant 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 sub-consultant 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 sub-consultant and/or the termination of sub-consultant for default (in which case sub-consultant will be liable for all excess costs and other damages resulting from the termination).

4.3 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.

The City of Philadelphia, Office of Director of Finance, Division of Risk Management, 1515 Arch Street, 11th Floor, Philadelphia, PA 19102-1479 must be listed as the Certificate Holder.

- (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 Insurance
 - 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.

Self Insurance. Contractor 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 Contractor desires 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 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 Responsible Official and the City's Risk Management Division. In the event the City grants such approval, 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.

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 Certificate of Insurance and evidence of self 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 Contractor Agreement. Both submissions must be made at least ten (10) days before work begins 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 Contractor 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 the Contractor 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 the Contractor.

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

Contractor warrants that all Software, Documentation, Services, and Deliverables furnished under the Contract 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.

4.6 Performance Standards

Contractor shall enter upon the performance of this Agreement with all due diligence and dispatch; shall assiduously press to its complete performance and shall exercise herein the highest degree of professional skill and competence.

4.7 Acceptance

It is expressly understood and agreed that all Services and Deliverables required hereunder shall be performed and provided to the satisfaction and approval of the City, and Provider shall not be deemed to have performed or provided such Services or Deliverables unless and until they have been approved and accepted by the City in writing.

4.8 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.

4.9 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.

4.10 Termination for Default

If Contractor commits or permits an event of default, 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.

4.11 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.

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

4.13 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.

4.14 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.

4.15 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.

4.16 Nondisclosure of City Data and Contractor Data

4.16.1 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).

4.16.2 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.

4.16.3 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.]

4.16.4 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.

4.16.5 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.

4.17 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:

4.17.1 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.

4.17.2 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.

4.17.3 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.

4.18 [Reserved]

4.19 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.

4.20 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.

4.21 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.

4.22 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.

4.23 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.

4.24 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.

4.25 Philadelphia 21st 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.

4.26 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 before July 1, 2019 are encouraged to complete one of the electronic payment processing enrollment forms before the conversion to electronic payments becomes mandatory. The City intends to stop issuing paper checks.

4.27 LGBTQ Applicant Opportunity Data

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

APPENDIX A

DETAILED PROJECT REQUIREMENTS FOR ON-CALL MAXIMO CONSULTING AND SUPPORT SERVICES

SERVICE REQUESTS / TASK ORDERS

Aviation reserves the right to select multiple Applicants with which to contract. The City does not guarantee that each successful Applicant will receive an assignment throughout the Agreement. The successful Applicant(s) will receive written Task Orders or Service Requests prepared by Aviation for any services or tasks required hereunder. Each Task Order or Service Request will define Aviation's specific objectives, scope, deliverables, and performance expectations.

To ensure Aviation receives technically sound, cost-effective, and forward-looking solutions, Applicants must submit separate proposals for the following service domains:

- Hosting / MAS as a Service (MaaS)
- Development, Configuration, and Enhancements
- Support and Operational Services

These domains represent distinct delivery models, skill sets, and risk profiles and will be evaluated independently.

Applicants responding to Task Order or Service Request shall prepare, at no cost to Aviation, a detailed proposal that includes a Scope of Work, Project Plan, staffing model, timeline, and a Not-To-Exceed cost structure. Aviation may approve work via individual task orders and may require acceptance testing, performance validation, and documentation prior to payment.

Aviation encourages Applicants to propose solutions that reduce long-term operational cost, technical debt, and vendor dependency, while improving reliability, usability, and data quality. Aviation further expects that successful Applicants will have the capacity and flexibility to investigate and potentially integrate emerging technologies such as IBM Watson AI where beneficial to the MAS environment.

SCOPE OF WORK (GENERAL)

Successful Applicant(s) may be requested to provide services on a task order basis to support Aviation's IBM Maximo Application Suite (MAS) environments.

MAS currently serves as a mission-critical operational system supporting:

- Facilities and Airport Operations work order and job control management, and
- Receiving and warehouse inventory management that directly enables maintenance and operational activities.

While MAS also provides robust asset management capabilities, Aviation's long-term asset management strategy remains under evaluation. Accordingly, Applicants must support current operational use cases as primary objectives, while ensuring that configurations, data practices, and integrations do not preclude future expansion of MAS capabilities or integration with other enterprise asset or inventory systems.

Applicants are expected to support operational stability today while advising Aviation on future opportunities to responsibly leverage MAS features where appropriate.

All work must align with Aviation operational requirements, regulatory obligations, and enterprise IT standards.

All configurations, enhancements, new reports, and upgrades should be installed in DEV, TEST, TRAIN, and PROD environments according to an approved change control process. After acceptance of the Testing and Development environments and the upgrade process, the Applicant(s) will then upgrade the Production environment for full deployment.

GUIDING PRINCIPLES FOR MAS ENGAGEMENT

Successful Applicant(s) shall adhere to the following principles unless otherwise approved by Aviation:

- Prioritize operational effectiveness for Facilities, Operations, and warehouse staff
- Favor configuration-first and MAS-supported approaches
- Maintain upgrade readiness and vendor-neutral data practices
- Avoid assumptions that MAS will serve as Aviation’s sole system of record for asset management
- Ensure solutions remain portable, supportable, and adaptable as Aviation’s enterprise architecture evolves

DESCRIPTION OF ANTICIPATED SERVICE REQUESTS & DELIVERABLES

Applicants will demonstrate proven capabilities to deliver the services detailed below in an effective and cost-efficient manner. Applicants shall demonstrate experience delivering the services below in complex operational environments such as airports, transportation, or other 24x7 facilities. Applicants must acknowledge and address each of these services in their Proposals, detail their experience in providing them, and outline their anticipated approaches to rendering them to Aviation. If an Applicant cannot provide a service within its current organization, it may propose to engage with other firm(s) to provide the requested services to Aviation. Applicants will be responsible for all delivery of services including those provided by other firms or subcontractors. The services listed below could be requested via individual task orders or a combination thereof.

1. HOSTING & MAS (MAXIMO AS A SERVICE (“MaaS”))

Provide hosting, administration, maintenance, and support for MAS environments (DEV, TEST, TRAIN, PROD) using architectures supported by IBM, including MAS deployed on Red Hat OpenShift where applicable.

Hosting services shall:

- Support high availability, disaster recovery, and scalability appropriate for airport operations
- Maintain all MAS components, operating systems, databases, and supporting infrastructure at supported and secure levels
- Provide secure ingress/egress for Aviation users and integrated systems
- Ensure Aviation retains full ownership and access to all data and configurations

Applicants shall support seamless migration of existing MAS environments if required and prepare a detailed transition plan prior to execution.

2. SYSTEM MAINTENANCE

Provide technical maintenance and support services for MAS application, reporting, and database components, including monitoring, troubleshooting, performance tuning, and issue resolution beyond the capabilities of Aviation IT staff.

3. SYSTEM PERFORMANCE & FUNCTIONALITY REVIEWS

Conduct periodic reviews of MAS functionality, configuration, and usage to identify opportunities to:

- Improve performance and usability
- Reduce customization and technical debt
- Better align operational processes with MAS-native capabilities
- Prepare for future adoption of analytics, health, and predictive modules

Deliverables may include findings reports and prioritized improvement roadmaps.

4. UPGRADE EXECUTION & SUPPORT

Provide consulting and technical services to support MAS upgrades aligned with IBM's release cadence. Services shall include planning, testing, migration of configurations and reports, validation, and training as needed.

Applicants shall support Aviation's goal of maintaining MAS in a current, supported, and upgrade-ready state.

5. FACILITIES WORK ORDER & JOB CONTROL MANAGEMENT (PRIMARY USE CASE)

Purpose and Context

MAS is currently relied upon by Airport Operations and Facilities as the primary system for work order and job control management. Stabilizing, standardizing, and optimizing this capability is essential to daily airport operations and serves as the foundation for future asset management maturity.

Scope of Services

Successful Applicant(s) shall support and enhance Facilities work management within MAS, including:

a. Work Order Lifecycle Standardization

Define and configure consistent workflows for service requests and work orders, including intake, prioritization, assignment, execution, completion, and close-out.

b. Job Plans, Work Types, and Classification

Assist in developing standardized Facilities job plans, work types, and classifications aligned to Facilities disciplines and operational realities.

c. Prioritization and Operational Visibility

Configure prioritization models and dashboards that reflect safety, passenger impact, regulatory urgency, and operational criticality.

d. Data Quality for Future Asset Management

Improve consistency and structure of work order data to support reporting, analytics, and eventual asset-centric maintenance strategies.

e. Mobile Enablement

Ensure Facilities staff can effectively execute work using MAS Mobile, including offline capability and role-based access where required.

f. Reporting and Dashboards

Develop or configure role-based dashboards and reports that support Facilities supervisors and Airport Operations leadership.

Support for Warehouse Inventory Management

Applicants must demonstrate how Facilities work management improvements will support, rather than hinder, Aviation's future expansion into preventive, condition-based, and predictive inventory item management.

6. RECEIVING & INVENTORY MANAGEMENT (CURRENT AND FUTURE STATE)

Purpose and Context

MAS is currently utilized by Aviation to support receiving and warehouse inventory management functions that directly enable Facilities and Airport Operations work execution. These functions include the receipt, storage, issuance, and tracking of materials required to sustain airport administration and operations.

While Aviation continues to evaluate its long-term asset management and enterprise systems strategy, MAS is expected to remain a core operational system for inventory and materials management in the near and medium term. The successful Applicant(s) must therefore support the stability, accuracy, and usability of existing inventory operations while preserving flexibility for future system evolution or integration.

Scope of Receiving and Inventory Management Services

Successful Applicant(s) may be requested to provide services that support and enhance MAS inventory functionality, including but not limited to the following items:

a. Receiving and Materials Intake

Support and configure MAS processes for:

- Receipt of materials and supplies
- Verification against purchase orders and delivery documentation
- Recording quantities, storage locations, and relevant attributes
- Handling discrepancies, damaged goods, and returns

Configurations should emphasize operational efficiency, data accuracy, and ease of use for receiving and warehouse staff.

b. Warehouse and Inventory Control

Support MAS inventory management capabilities, including:

- Item master configuration and classification
- Stocking locations and bin management
- Inventory balances, adjustments, and cycle counts
- Reservation, issue, and return of materials associated with work orders

Inventory configurations should align with Facilities and Operations workflows and minimize unnecessary manual data entry.

c. Integration with Work Order and Purchasing Processes

Ensure inventory and receiving functions are effectively integrated with:

- Facilities and Operations work orders
- Purchasing and procurement systems
- Financial and accounting processes, as applicable

Configurations shall support traceability of materials from receipt through consumption without introducing unnecessary complexity.

d. Data Quality, Reporting, and Operational Visibility

Assist Aviation in improving inventory data quality and reporting, including:

- Stock level visibility and usage trends
- Identification of obsolete, slow-moving, or critical inventory
- Support for operational and management reporting using MAS-native tools

Applicants may propose dashboards or reports that improve decision-making while remaining appropriate to Aviation's operational maturity.

e. Future-State Flexibility and Integration Readiness

Recognizing that Aviation may adopt alternative platforms for asset management or inventory functions in the future, Applicants shall:

- Avoid configurations or customizations that restrict data portability
- Favor MAS-supported, upgrade-safe approaches
- Support integration patterns that allow inventory data to be shared with or transitioned to other enterprise systems if required

Applicants are encouraged to advise Aviation on best practices for inventory and materials management within MAS and options for future evolution.

Deliverables

At Aviation's request, task orders related to receiving and inventory management may include:

- Current-state and recommended future-state process documentation
- Configuration and administration documentation
- Training materials for warehouse and receiving staff
- Recommendations to improve efficiency, accuracy, or integration

7. DATA LOADS & CONVERSIONS

Perform mass loads of new data into all MAS environments including assets, locations, classifications, items, inventory, job plans, labor, preventative maintenance, attachments, and other imports as requested by Aviation. The successful Applicant(s) will supply Aviation with Excel-based templates or suitable a data loading tool to facilitate the ready provision of new data by Aviation or its affiliates for loading by the Applicant(s). In addition, Aviation may request mass updates to existing data in MAS tables. The successful Applicant(s) will evaluate and propose to Aviation for approval the most efficient, reliable, and secure methods for performing these loads or updates.

8. ASSET WALK-DOWN/COLLECTION

Support asset data collection and validation efforts if and when directed by Aviation. Such efforts may support operational reporting, regulatory needs, or integration with other enterprise systems and are not assumed to represent full asset lifecycle management adoption within MAS.

Asset-related services shall be designed to avoid unnecessary rework or dependency should Aviation elect to manage asset lifecycles using alternative platforms in the future.

9. BUSINESS & SYSTEM PROCESS REVIEWS

Business process reviews to optimize the workflow to easily adapt to native MAS functionalities or other off-the-shelf software according to industry Best Practices. This will involve reviewing the current business process of Aviation units, reviewing the user

requirements, and suggesting changes to improve the current process in line with leading industry Best Practices. If through the previously described work an opportunity arises to reduce costs or enhance the product with additional customizations, a project plan and detailed work assessment will be provided to Aviation prior to proceeding. Aviation may require the successful Applicant(s) to facilitate user group meetings or workshops to collect user feedback, issue/problem identification and resolution, explore and develop opportunities for organizational improvement and efficiencies, information sharing, guidance on new requirements, etc.

Successful Applicant(s) may be required to prepare reports of findings. In addition, Aviation may require successful Applicant(s) to conduct Change Management activities, including but not limited to promoting and encouraging knowledge transfer, designing and developing process workshops, developing role descriptions and supporting mapping activities.

10. SYSTEM CONFIGURATION CHANGES & ENHANCEMENTS

Configurations to MAS applications to facilitate operational readiness and streamline work order management via Application Designer, Database Configuration, Workflow Designer, Domains, Escalations, Automated Scripts, Administration, Security, Resources, Integration, and Communication Templates as requested by Aviation.

11. SYSTEMS INTEGRATIONS & INTERFACES

Evaluate data conversions or interfaces/ integrations to existing Airport systems such as its legacy, internally developed purchasing system (APMS), workforce management and timekeeping system (Kronos), GIS (ArcGIS), and systems in support of other Aviation Asset Management systems if required. After the evaluation is complete and reviewed, Aviation may request the successful Applicant(s) to supply all technical expertise and services and required software and hardware needed to conduct or implement any identified data conversions, interfaces, or integrations from these systems to MAS.

12. MOBILE SOLUTION IMPLEMENTATION

Provide consulting and technical services on migration of existing MAS Mobile application solution as needed. This would include the migration of any Custom Applications previously developed and the associated reports. A plan will be devised for software creation, installation, data conversion, report transitions and assessment of training required for End Users and Administrators. Administrator training will include steps for installing software for additional devices when required as well as explanations and steps to resolve system generated error messages. The successful Applicant(s) will develop role-specific guides for administering the software in addition to the manufacturer's software guides.

13. AI/MACHINE LEARNING (AI/ML) SOLUTIONS IMPLEMENTATION

Applicants should showcase their expertise in using AI-powered tools, like IBM Watson integrated with IBM MAS modules—Manage, Health, Predict, and Monitor—to enhance reporting, analytics, and predictive insights. Aviation seeks innovative solutions that enhance decision-making and operational awareness for both airside and landside operations. AI capabilities should automate pattern recognition, anomaly detection, and trend analysis on large data sets. Observations and trends from Maximo Health, Predict, and Monitor should be displayed on role-based dashboards, clearly indicating current conditions, emerging risks, and performance indicators for different Aviation audiences.

Applicants are encouraged to propose innovative uses of MAS analytics, monitoring, and AI-enabled features that enhance operational awareness, work execution, or inventory optimization.

Proposals may include use cases related to Facilities performance, materials usage trends, anomaly detection, or operational forecasting. AI-enabled solutions must be practical, explainable, and aligned with Aviation’s data readiness and governance standards.

14. REPORTING AND ANALYTICS

New report development as required by Aviation for both MAS and the mobile application. Successful Applicant(s) will provide completed customized reports that meet Aviation requirements, including format and content. All reports will be developed as reports in the report writers that are native to the MAS and mobile applications software. Aviation’s MAS currently utilizes MAS BIRT reports but would entertain conversions to Cognos reports or other platforms if deemed beneficial and cost effective to Aviation. Estimates will be provided for any report modifications and new reports. As part of any work request, Aviation will provide to the successful Applicant(s) report mock-ups, showing sample layout, data, selection criteria and any other requirements.

15. END-USER TRAINING

Training will be required for all significant changes to reports, operating procedures or system functionality. Special training may be required as an additional task, independent of upgrades or changes, as requested by Aviation. Training may be done by classroom or remote video. All training materials will provide the option of being available as a video to be loaded into Cornerstone LMS, YouTube or Microsoft Stream. Trainees may include end users, power users, administrators and database administrators and outside contractors. Topics may include fundamental use of MAS and enhancements, use of BIRT or IBM MAS compatible report writer, troubleshooting error messages, security configurations and all other features of MAS and enhancements.

For all training, an outline of the course content, materials, duration, and costs will be presented by the successful Applicant(s), and Aviation must approve the Task Order before proceeding.

16. TECHNICAL SUPPORT SERVICES

Provide Helpdesk services to Aviation Information Technology (“IT”) staff for technical support for Administrator problem resolution e.g. errors, outages, data input, report generation, and application-related issues to the system. Services will be available via telephone, email, text, and chat from, minimally, 9am-5pm Eastern time. This support is only for advanced issues beyond the capabilities of Aviation IT staff. End-user support is not required as part of this Helpdesk, as it is currently supplied by Aviation IT staff.

17. INFORMATION SECURITY REQUIREMENTS

Pursuant to City of Philadelphia and Aviation policies, all successful Applicant(s) must agree to comply with the following security requirements if applicable to the nature and extent services rendered:

- Track, test, and apply latest security patches for MAS and supporting infrastructure
- Develop and maintain secure configurations using best practices recommended by IBM
- Maintain secure configurations on MAS supporting infrastructure using best practices recommended by manufacturer/successful Applicant(s)
- Provide updates relevant to proposed configuration changes that could have security impacts
- Conduct MAS and supporting successful Applicant(s) infrastructure annual penetration tests
- Provide annual audit reports or bridge letters (example SOC-2 report, penetration test abstract or summary report),
- Submit to audits as conducted, as needed, by the City and/or Aviation or a third-party firm operating on behalf of the City and/or Aviation
- Demonstrate an Incident Response Plan scoped to include PHL services and supporting infrastructure, tested annually
- Demonstrate a Disaster Recovery Plan scoped to include PHL services and supporting infrastructure, tested annually
- Disclose any security incident or breach involving services to PHL stakeholders immediately upon discovery; and
- Maintain Identity and Access Management standards for MAS and its supporting infrastructure utilizing least privilege.

APPENDIX B

[Reserved]

APPENDIX C

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. 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 D
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:

Please ENSURE that the Applicant Name and EIN on this form is IDENTICAL with 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 E

LOCAL BUSINESS ENTITY OR LOCAL IMPACT CERTIFICATION

(See Attached Form on eContract Philly)

APPENDIX F

ADDITIONAL IT STANDARDS

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

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.

- **Security Addendum** - All City Data and the systems on which they reside must be protected in accordance with City security and privacy

documentation and system risk, to include, at a minimum, adequate safeguards for the following:

Confidentiality, which means preserving authorized restrictions on access and disclosure, based on the security terms found in this contract, including means for protecting personal privacy and proprietary City Data;

Integrity, which means guarding against improper information modification or destruction, and ensuring information non-repudiation and authenticity;
and

Availability, which means ensuring timely and reliable access to and use of City Data.

Please see full standards attached to eContract Philly entitled “Additional IT Standards”

APPENDIX G
LGBTQ APPLICANT OPPORTUNITY DATA
(See Appendix attached on eContract Philly)

APPENDIX H

AIRPORT SECURITY REQUIREMENTS

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 may be required to display in full view a specific identification badge to be issued by Aviation. Background checks of personnel may be required. Background checks, fingerprinting (\$32), and badging (\$33) costs for each employee are the responsibility of the Applicant, if required.

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.

APPENDIX I

AIRPORT GENERAL CONSULTANT SERVICES

(See Appendix attached on eContract Philly)