

Cherelle L Parker, Mayor
Tracy Borda, Interim Chief Executive Officer, Philadelphia International Airport
The City of Philadelphia

REQUEST FOR PROPOSALS FOR ***CAPITAL PROGRAM ADMINISTRATION***

WORK SUMMARY:

The successful Applicant shall assist Aviation staff with various administrative and accounting tasks related to coordinating and tracking capital program activities, such as: funding, cashflow phasing, grant management, invoice processing, request for proposal and bid specification development, contracts and contract administration, and other matters as directed by Aviation.

PROPOSED COMPENSATION:

To not exceed \$3,725,000

RFP ISSUE DATE:

May 5, 2026

RESPONSE DEADLINE:

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

PRE-PROPOSAL MEETING:

A pre-proposal meeting will be held on May 12, 2026 at 10 am, Philadelphia Time. It is *highly recommended* that all proposers attend.

<https://teams.microsoft.com/meet/218869238234923?p=YGGnV1uauHXze3Maj0>

OFFICIAL RFP CONTACT:

Courteney Henderson
Procurement Specialist Supervisor
Courteney.Henderson@phl.org

SUBMISSION REQUIREMENTS:

All proposals must be submitted electronically to the correct contract opportunity established for this RFP (identified by opportunity number) through **eContract Philly** at

<https://philawx.phila.gov/econtract/>

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1. INTRODUCTION

1.1 Values

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

IF ELIGIBLE, YOU ARE ENCOURAGED TO:

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

1.2 Contracting with the City of Philadelphia

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

1

[CITY BUSINESS
LICENSES AND
PERMIT
REQUIREMENTS](#)

2

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

3

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

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

1.3 Contacting Us

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

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



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

1.4 Feedback about this RFP

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

2. THE OPPORTUNITY

2.1 Summary

The successful Applicant shall assist Aviation staff with various administrative and accounting tasks related to coordinating and tracking capital program activities, such as: funding, cashflow phasing, grant management, invoice processing, request for proposal and bid specification development, contracts and contract administration, and other matters as directed by Aviation.

The successful Applicant's performance will be assessed based on the timelines and quality of the work product delivered to the various Aviation and City officials; effective implementation of planned strategies; communication with the project team; communication of the project status; ability to develop and maintain productive working relationships with Aviation and stakeholders; and ability to comply with budget or cost estimates.

2.2 Background

Department of Aviation Overview

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

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.

Problem Statement

Aviation's capital program depends on timely, accurate coordination of administrative and accounting functions to deliver projects on schedule, within budget, and in compliance with regulatory and funding requirements. The department's priority is to maintain a transparent, auditable, and efficiently managed pipeline of capital investments—supported by reliable funding strategies, precise cashflow phasing, compliant grant management, and disciplined contract administration. The desired outcome is a fully integrated, end-to-end program management environment in which financial data, procurement activities, and project milestones are consistently aligned, enabling Aviation leadership and stakeholders to make informed, real-time decisions.

The primary end-users of these services include Aviation finance staff, project managers, procurement teams, executive leadership, and external stakeholders such as grant agencies, contractors, and auditors. These users require accurate, timely, and standardized information to manage project delivery, ensure regulatory compliance, and maintain fiscal accountability. Without consistent, high-quality administrative and accounting support, the program risks cost overruns, missed funding opportunities, delayed project delivery, and reduced stakeholder confidence.

Addressing this gap requires consistent and integrated execution across key administrative and financial functions supporting the capital program. —ensuring Aviation can reliably meet its capital delivery objectives while maintaining compliance and financial stewardship."

2.3 RFP Schedule

RFP Posted	<i>May 5, 2026</i>
Pre-Proposal Meeting	A pre-proposal meeting will be held on May 12, 2026 at 10 am Philadelphia Time. It is <i>highly recommended</i> that all proposers attend. https://teams.microsoft.com/meet/218869238234923?p=YGGnV1uauHXze3MqJo
Applicant Questions Due	Applicants must submit questions regarding this opportunity by May 20, 2026 at 5pm Philadelphia time. All questions must be submitted via email to Courteney.Henderson@phl.org.
Answers Posted on eContract Philly	<i>May 27, 2026, 5pm Philadelphia time</i>
Proposals Due	<i>June 5, 2026, 5pm Philadelphia time</i>
Applicant Interviews, Presentations (City Discretion)	<i>June 15, 2026</i>
Applicant Selection	<i>June 22, 2026</i>
Contract Execution	<i>June 30, 2026</i>
Commencement of Work	<i>August 1, 2026</i>

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

2.4 Outcome Goals

The successful Applicant shall assist Aviation staff with various administrative and accounting tasks related to coordinating and tracking capital program activities, such as: funding, cashflow phasing, grant management, invoice processing, request for proposal and bid specification development, contracts and contract administration, and other matters as directed by Aviation.

Some outcome goals that define what this looks like are:

1. Improved Financial Accuracy and Timeliness of Capital Program Management

Capital program financial data (including funding allocations, cashflow projections, and expenditures) will achieve **accuracy and on-time reporting compliance**, with **reporting and reconciliation cycles reduced** compared to baseline.

2. Accelerated and More Reliable Procurement and Contract Execution

The average time required to move capital projects from solicitation to executed contract will be reduced while maintaining **compliance with procurement and contract requirements**, as evidenced by audit or review findings.

3. Enhanced Grant Utilization and Compliance Performance

Eligible grant funds will be successfully obligated and expended within required timelines, with **zero major compliance findings** and a measurable **reduction in delayed, rejected, or corrected grant submissions and invoices**.

2.5 Award Terms

Term	The term of this contract is expected to start on or about August 1, 2026 and end on or July 31, 2027
	The City may, at its sole option, amend the contract to add up to four (4) additional terms, each not to exceed one year.
Compensation	Contract will state maximum compensation including all expenses not to exceed {\$3,725,000} .
Cost Proposal Type	Applicants must state hourly rates for all personnel, identified by job title, who will perform full-time or part-time work under any contract resulting from this RFP. Subcontractor hourly rate ranges by job title must also be stated.
Terms of Payment	<i>Monthly invoicing and payments.</i>

3. SCOPE OF WORK

3.1 Description of Services

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

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

Prohibition on Future Contracts

The successful Applicant will not be eligible to compete for any other services for Aviation during the term of this contract and any extension thereof and the FTE(s) assigned to this contract will have be required to execute a conflict and confidentiality statement. However, subcontractors with whom the successful Applicant holds contracts may be eligible to perform other services as a contractor or subcontractor for Aviation during the term of this contract and any extension thereof with written approval from Aviation.

Service Requirements

The successful Applicant's performance will be assessed based on the timelines and quality of the work product delivered to the various Aviation and City officials; effective implementation of planned strategies; communication with the project team; communication of the project status; ability to develop and maintain productive working relationships with Aviation and stakeholders; and ability to comply with budget or cost estimates.

The Applicant's proposed scope of work should address each objective specifically and describe in detail how the Applicant will achieve the objective, or how the Applicant will enable Aviation to achieve the objective.

General Requirements

Aviation requires at least the services listed below, including the specific tasks and work activities described. Applicant's proposed scope of work should state in detail how it will carry out each task, including the personnel/job titles (as identified in Section 3.1, *Organization and Personnel Requirements* below) responsible for completing the task. For each service specified, the Applicant should propose criteria to determine when the tasks comprising the service are satisfactorily completed. Applicants may propose additional or revised tasks and activities and explain why each is necessary to achieve the project objectives.

Applicants should note that Staffing numbers will be confirmed at the time of award and the listed number for Full Time Employees (FTE) contained within this RFP is an estimate.

1. Capital Program Finance Unit Support (1 FTE)

The successful Applicant shall assist Aviation with the coordination, organization and execution of Aviation's capital funding of its six-year capital program to include:

- a. Assisting with coordination of Capital Development Group and Capital Finance when executing funding on complex projects, to include
 - i. Preparing the City's capital request forms and future bid logistics
 - ii. Assisting with preparation of requests with various City departments, including the Office of the Finance Director, Office of the City Treasurer, City Planning Commission, and City Council
 - iii. Oversight and expertise around federal and state grant requirements on the construction side
 - iv. Work as central point of contract when coordinating project schedules, funding sources and other tax-exempt financing concerns
 - v. Contribute capital project/construction expertise when dealing with any funding issues/processes

2. Federal and State Grants (1 FTE)

The successful Applicant shall assist Aviation with administering all facets of the federal and state grant programs, including the following:

- Supporting preparation of federal and state grant applications.
- Assisting with the processing of grant agreements through federal and state agencies and the City's Law and Finance Departments.
- Preparing grant reimbursement requests.
- Monitoring compliance with grant requirements
- Assist with grant reporting and revenue tracking

3. Professional Services Contracts (2 FTE)

a. RFQ/RFP Process

The successful Applicant will assist Aviation under the supervision of the Airport's Purchasing Administration Unit with the administration of the consultant selection process for professional service contracts awarded by Aviation, including assisting with administering the schedules for the preparation, solicitation and vendor selection phases for professional services projects, in an effort to procure the required services in a timely manner.

Services may include:

- Maintaining consultant information data
- Establishing the plan prior to the start of the fiscal year indicating all projects for which consultants will be necessary
- Establishing schedules for consultant selection and contract processing
- Preparation of Requests for Proposal/Qualification documents
- Advertising and distribution to prospective proposers
- Administer and participate in pre-proposal meetings
- Coordinate the evaluation and selection process in accordance with regulations, including various meetings with evaluators, as well as the executive staff.

b. Contract Processing

- Assisting Aviation in the negotiation of contracts to assure compliance with standard formats and legal requirements.
- Coordinating the processing of requests for contract preparation through Aviation and various City Departments, including the Procurement Department, Office of Business Diversity, Office of Risk Management, City Solicitor's Office, and the Office of the Finance Director.

4. Project Controls and Scheduling (2 FTE)

The Aviation Capital Development unit manages a full portfolio of programs and projects to enhance the facility operations and customer experience at the Airport. The successful Applicant will assist Aviation with coordinating and prioritizing potential projects based on prospective funding and Aviation's overall strategic plan. The successful Applicant will provide support, including but not limited to the following:

- a. Assist with ensuring that Public Works bids get processed and conformed in a timely manner; monitor and maintain the PHL Project Manual template files; disseminate all bid documentation and work with Aviation Capital Development unit and various City of Philadelphia departments, including Finance, Budget, Law, and Procurement to ensure Public Works bidders are properly notified.
- b. Ensure that individual, awarded projects are completed within the project's overall funding; use several systems to enhance operations including Oracle Primavera Contract Management, Oracle Primavera P6 and e-Builder.
- c. Be familiar with project management software. Every active Public Works project has a baseline schedule imported into Oracle Primavera P6 and all projects submit a monthly update, which is incorporated into the Master Schedule. P6 is used to develop, prioritize and report on future projects to plan proper funding and resource availability. e-Builder is a multi-user

application used to manage all project documents and track project costs. This program enhances the current document controls by providing process automation and increases visibility for all project stakeholders.

- d. Assist the Capital Development unit with preparing concise monthly reports and presentations encompassing all active projects, from initiation through closeout, which include project status, funding, upcoming projects, new contracts and amendments.
- e. At project substantial completion, assist with providing continued oversight to ensure all City of Philadelphia departments can properly close each contract and that the vendor is properly paid in a timely manner.

5. Invoice Audit (4 FTE)

The successful Applicant will assist Aviation under the supervision of the Airport's Finance Unit with various accounting duties, which will include, but not be limited to:

- a. Handling the technical review, auditing, and processing of vendor invoices related to the Airport's capital program.
- b. Assisting with analysis and resolution of issues resulting from invoices being held from payment by the City.
- c. Provide technical assistance to vendors working with Aviation to ensure proper billing practices are followed.

6. Permit Application Processing (1 FTE)

Tenants, such as airlines, car rental agencies, and concessionaires submit permit applications to the Airport for site improvements or renovations. In conjunction with the Airport Capital Development and Airport Commercial/Properties units, the successful Applicant will be responsible for oversight of the tenant permit application process as follows:

- a. Receiving, tracking and distributing all tenant and concessionaire permit applications for review and comment.
- b. Keeping the review and approval process timely through tracking.
- c. Maintaining contact with Applicants throughout the application period by fielding questions and acting as liaison between the Applicants, Aviation, the City, Department of Licenses & Inspection, and Tinicum Township.
- d. Providing assistance to Aviation in performing reviews, as required.
- e. Furnishing approval/disapproval notices to Applicants.
- f. Providing assistance to construction inspectors, as required.
- g. Providing Permit Submission Summary Report, as required, but at least quarterly.

7. Airport Program Management System (Mercury) Operation and Development (6 FTE)

Mercury is a single, integrated database, containing all the information necessary for the effective management, planning and control of the Airport's capital and operating programs. The system was created and has continued to be developed under previous capital program administration contracts and is owned by Aviation. It provides the necessary tools to track the tasks and funding sources assigned to each project independently while incorporating information from the City's financial system, WorkDay. The successful Applicant will be required to provide systems analysis and design, best practice methodologies and programming enhancements support to the development team within Aviation's IT unit, report design and programming, new user setup, phone support to Mercury users and resolution of data issues of Mercury and/or any other systems to be implemented by Aviation.

8. Administrative Support (2 FTE)

The successful Applicant will assist Aviation with the following:

- a. Maintaining a complete paper and/or electronic filing system, utilizing Mercury and eBuilder software or other airport portfolio management system for all current and new projects, including records of all financial and contractual transactions.
- b. Organizing and conducting meetings held among the successful Applicant, Aviation staff, consultants, and contractors as required.
- c. Providing meeting minutes as required and distributing to the appropriate parties immediately following each meeting.
- d. Tracking insurance certificates for all professional and public works contracts in Mercury to ensure the required insurance is current and the amount of insurance is covered by the guidelines of the contract.
- e. Support Airport staff in travel logistics, expense administration and reimbursements
- f. Manage and support airport travel information in central systems

9. Maintenance Department Support Services (1 FTE)

- a. Provide close management and budgetary tracking of the maintenance department.
- b. Ensure continued cost savings in both fixed cost and variable expenses.
- c. Provide expertise around airport maintenance cost management.

10. Other Services

The successful Applicant may also be required to provide special services in the areas of accounting, finance, and information technology or other similar technical areas. Specifically, but not limited to, reviewing the business processes to support



accounting for capital projects and potential improvements regarding software and the ability to manage the financial aspects of the capital development program.

For each task necessary to perform a service, deliver a tangible work product, or, if included in this RFP, accomplish a milestone identified in this RFP and/or the Applicant's proposed scope of work, the Applicant must state a firm estimate of the number of hours required to complete that task for each hourly rate that applies to each level of personnel identified to perform that task. Any contract resulting from this RFP will provide for a not-to-exceed amount in the compensation section of the contract.

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

1. Wages paid to employees for documented hours worked on the contract.
2. Overhead is to be expressed as a percentage of the direct hourly wage rates. It is to be based on a recent statement prepared by a Certified Public Accountant (CPA) or a government agency. The maximum allowed rates will be negotiated with the successful Applicant(s) and formalized in a final cost proposal.
3. Direct non-salary expenses.

The fixed fee for the selected Applicant's direct costs shall be based on a percentage of the actual cost and overhead, will be negotiated and formalized in a final cost proposal, and will not vary. No fee or other mark-up will be allowed on direct expenses or sub-consultant costs.

Hours and Locations of Work

Most staff of the successful Applicant shall be assigned to Aviation on a full-time basis, and staff may be required to work in offices located at the Airport to allow convenient visits to PHL, PNE and other City agencies. The City will maintain such offices at no cost to the successful Applicant. The successful Applicant, whether working remotely or onsite, will use computer, telephone and office equipment in place that has been provided by the City. It is anticipated that this equipment will remain in place and will continue to be supported by Aviation's Information Technology ("IT") Unit, as needed.

Organization and Personnel Requirements

The successful Applicant preferably will be familiar with typical airport operations and with City codes with respect to the airport projects. Most staff of the successful Applicant shall be assigned to Aviation on a full-time basis and shall report directly to the Chief Financial Officer or various units within Aviation. Certain services listed herein may report directly to another unit within Aviation when indicated.

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

1. Project Manager

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

2. Subcontractors

The successful Applicant is expected to assemble a staff as described above, which may consist of employees of the Applicant and qualified subcontractors. All subcontractors are subject to approval by the City. Before 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 outlined in any contract resulting from the RFP, and for compliance with the price and other terms provided in the contract. The successful Applicant shall cause the appropriate provisions of its proposal and the contract to be inserted in all subcontracts.

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

3. Other Consultants

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

Monitoring; Security

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

Applicants are required to comply with Section 7 of the Airport Rules and Regulations regarding Airport Security. To review Section 7, contact Airport Security at 215-937-5452. The Applicant's personnel 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.

3.2 Performance Metrics, Contract Management & Payments

Contract Performance Monitoring

As part of the City of Philadelphia's commitment to improved outcomes, the City seeks to actively and regularly monitor service delivery to enhance contract management, improve results, and adjust service delivery based on learning what works. Reliable and relevant data is necessary to drive service improvements, ensure compliance, inform trends to be monitored, and evaluate results and performance. As such, the City reserves the right to request/collect other key data and metrics from providers related to the performance of the contract and to reject any item of work that does not meet the performance standards described in the contract.

How We Will Pay the Selected Applicant

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

4. HOW TO SUBMIT YOUR RESPONSE

4.1 What You Must Include in Your Proposal

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

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

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

Proposal Requirements:

1. Table of Contents

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



why the change is necessary and appropriate for the contract. Any proposed exceptions to the City's Contract Terms are subject to various internal review procedures before they can be accepted.

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

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

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

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

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

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

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

- A general, independent statement of the Applicant's financial condition, prepared by an external auditor or accountant;
- Applicant's most recent audited or unaudited financial statements, including:
 - Balance Sheet,
 - Income Statement, or
 - Cashflow Statement;
- Most recent IRS Form 990 (for non-profit organizations only); or,
- Any other documentation that demonstrates your financial capacity to meet the requirements of this RFP.

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

The City is committed to leveraging its buying power to uplift and grow our local economy, which will result in more jobs for Philadelphians, including local and small businesses. For this reason, the City will consider local impact as a significant factor in our proposal evaluation for this contracting opportunity. If you meet the requirements of a certified Local Business Entity (LBE), we strongly recommend that you get certified for free by following the steps found [HERE](#) and include a copy of your certification with your proposal and/or include a statement about how you envision impacting the local economy through this work.

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

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

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

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

4.2 How To Submit Your Application

Online Submission Required by the Application Deadline

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

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

Electronic File Limitations

[eContract Philly](#) accepts attachments up to 8MB of the following file types: Microsoft Word, Microsoft Excel, Microsoft Project, Adobe PDF or in a compressed zip file. Larger attachments must be split into smaller attachments to accommodate this file size limitation. There is no limit to the number of attachments that may be uploaded.

Every Entity Applies for Itself

Except in the case of [Joint Ventures](#), which follow special rules described below, **every entity must apply for itself**. If the prospective applicant is not already registered with [eContract Philly](#), you must first register for an account before you can apply to this opportunity. Note that each legal entity must have a separate account; you may not utilize or repurpose another entity's account for this application. To identify each legal entity, the eContract Philly application system uses an entity's

Taxpayer Identification Number, either a Social Security Number (SSN) or Employer Identification Number (EIN). Make sure the Tax Identification Number associated with your profile matches the Tax Identification Number of the company that is applying. Applications from an affiliated entity or made on another entity's behalf will cause the City to reject the proposal.

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

Use the Submission Checklist Below

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

DOES MY RESPONSE MEET THE PROPOSAL REQUIREMENTS?

Did you submit the proposal before the stated deadline of this RFP?	✓
Did the proposal explain how Applicant meets the goals and objectives, tasks, milestones, and deliverables, and other requirements described by the Department in the Opportunity and Scope of Work sections?	✓
Does your cost proposal meet the requirements under " Compensation "?	✓
Does your service proposal meet the requirements under " Description of Services "?	✓
Does your proposal meet the overall format and content requirements described in " What you must include in your proposal "?	✓
If eligible, did you enroll with the City's Vendor Payment Portal to effortlessly submit electronic invoices and monitor payment progress 24/7?	✓
Did you review the entire RFP and contract attachments, including the Contract Terms and Conditions, and request any exceptions? You must propose contract language changes with your proposal or the City's terms are deemed accepted.	✓
Was the proposal submitted electronically through eContract Philly?	✓
Did you complete the mandatory political contribution disclosures through the application?	✓
Was the proposal submitted to the correct opportunity number?	✓
Was the application signed by clicking on the "submit" button at the conclusion of the eContract Philly submission process? The proposal is not considered submitted until this button is pressed, regardless of when you started to complete the proposal. You will receive an email acknowledgment of your submission.	✓

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



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



Special Rule for [Joint Ventures](#)



4.3 Proposal Binding

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

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

5. HOW WE CHOOSE

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

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

1. Superior ability or capacity to meet particular requirements of contract and needs of City Department and those it serves.
 1. Utilization of best practices
 2. Applicant capacity
 3. Staffing qualifications (e.g. staff prior experience, education, licenses, professional achievements)
2. Eligibility under Code provisions relating to campaign contributions
3. Superior prior experience of Applicant and staff
 1. Documented prior experience in performing project(s) of similar size and scope to the work sought by the RFP
4. Superior quality, efficiency and fitness of proposed solution for City Department
5. Superior skill and reputation, including timeliness and demonstrable results
6. Special benefit to continuing services of incumbent, such as operational difficulties with transition or needs of population being served
7. Benefit of promoting long-term competitive development and allocation of experience to new, local, or small businesses
8. Lower cost
9. Administrative and operational efficiency, requiring less City oversight and administration
10. Anticipated long-term cost effectiveness
11. Meets prequalification requirements
12. Applicant's certification of its Local Business Entity/Local Impact status.

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

6. GENERAL RULES GOVERNING RFPs/PROPOSALS

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

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

REGISTER [HERE](#).

Maintain an active Commercial Activity License (CAL) Number

REGISTER [HERE](#)

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

OBTAIN A TAX CLEARANCE CERTIFICATE [HERE](#)

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

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

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

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

Pay a Contract Preparation Fee

SEE AND PAY THE FEE [HERE](#)

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

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

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

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

Register for electronic payments

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

6.1 Health Insurance Portability and Accountability Act (HIPAA)

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

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

6.2 Special Rules Applicable to Joint Ventures

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

6.3 Mandatory Political Contribution Disclosures and Penalties

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

- their direct and indirect campaign contributions to:
 - political candidates and incumbents who are nominated for, running for, or serving in, a local Philadelphia elected office; and
 - political committees/parties that are operating in Philadelphia¹

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

- any consultants used in responding to the RFP and political contributions those consultants have made as described above; and
- whether the Applicant or any representative of the Applicant has received from any City employee a request for money or other items of value.

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

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

6.4 Political Contribution Limits for City Contractors

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

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

6.5 City Employee Conflict Provision

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

6.6 Reservation of Rights

By submitting a response to this contract opportunity, the Applicant accepts and agrees to the [City's Standard Reservation of Rights](#), linked and incorporated in this document by reference, and to the terms of this contract opportunity, including all information contained in this RFP and information posted or accessible by link from the [eContract Philly “Opportunity List”](#) page, accessible under the “[New Contract Opportunities](#)” tab on the [eContract Philly](#) homepage.

6.7 Confidentiality and Public Disclosure

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

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

Appendix A – General Provisions

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

The appropriate City of Philadelphia Professional Services Contract General Provisions are attached to this RFP as Appendix A and will be incorporated into any contract resulting from this RFP. The General Provisions include the City's standard insurance requirements. Due to the nature of the services contemplated under this RFP — including on-site filming and photography within an active airport environment, the use of production equipment, and the presence of crews in public and operational areas — the City reserves the right to require additional or higher insurance limits and/or specific coverages as a condition of contract execution.

Such requirements may include, but are not limited to:

- Additional general liability coverage
- Workers' compensation and employer's liability coverage
- Automobile liability (if vehicles are used on Airport property)
- Professional liability, if applicable
- Any additional insured or special endorsement requirements related to operations in secure or restricted areas

Any additional insurance requirements will be communicated to the selected Applicant during contract finalization and, if required, incorporated into the contract by amendment or additional attachment.

Applicants are advised that work will occur in a high-security, operational transportation environment and that the selected Applicant will be required to comply with all applicable Airport rules, safety requirements, access controls, escort requirements, badging procedures, and operational restrictions.

Applicants are encouraged to carefully review the General Provisions and consider these operational conditions when preparing their proposals.

Appendix A-1 – Provider Agreement "SAMPLE"

(Posted as a separate document with this Opportunity on eContract Philly)



Appendix A-2 – Airport Requirements

(Posted as a separate document with this Opportunity on eContract Philly)



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

CITY OF PHILADELPHIA TAX AND REGULATORY

STATUS AND CLEARANCE STATEMENT FOR APPLICANTS

THIS IS A CONFIDENTIAL TAX DOCUMENT NOT FOR PUBLIC DISCLOSURE

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

Applicant Name	
Contact Name and Title	
Street Address	
City, State, Zip Code	
Phone Number	
Federal Employer Identification Number or Social Security Number:	
Philadelphia Business Income and Receipts Tax Account Number (if none, state "none")	
Commercial Activity License Number (if none, state "none")	

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

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

Authorized Signature

Date

Print Name and Title

Appendix C - City of Philadelphia Insurance Requirements

INSURANCE REQUIREMENTS - On Call Environmental Engineering & Consulting Services

Insurance. Unless otherwise approved by the City's Risk Management Division in writing, the successful respondent (hereinafter "Provider") shall, at its sole cost and expense, procure and maintain, or cause to be procured and maintained, in full force and effect, the types and minimum limits of insurance specified below, covering Provider's performance of the Services and the delivery of the Materials. Provider shall procure, or cause to be procured, all insurance from reputable insurers admitted to do business on a direct basis in the Commonwealth of Pennsylvania or otherwise acceptable to the City. All insurance herein, except Professional Liability insurance, shall be written on an "occurrence" basis and not a "claims-made" basis. In no event shall Provider perform any Services or other work until Provider has delivered or caused to be delivered to the City's Risk Management Division the required evidence of insurance coverages. All insurance coverages shall provide for at least thirty (30) days prior written notice to be given to the City in the event coverage is materially changed, canceled, or non-renewed. The City, its officers, employees, and agents, shall be named as additional insureds on the General Liability, Umbrella Liability and Cyber Liability Insurance policies. Provider shall also deliver or cause to be delivered to the City an endorsement stating that the coverage afforded the City and its officers, employees, and agents, as additional insureds, will be primary to any other coverage available to them and that no act or omission of the City, its officers, employees or agents shall invalidate the coverage.

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.**

- (1) Workers' Compensation: Statutory Limits
- (2) Employers' Liability: \$100,000 Each Accident - Bodily Injury by Accident; \$100,000 Each Employee - Bodily Injury by Disease; and \$500,000 Policy Limit - Bodily Injury by Disease.
- (3) Other states' insurance including Pennsylvania.

(B) **General Liability Insurance.**



City of
Philadelphia

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

(2) Coverage: Premises operations; blanket contractual liability; personal injury liability; products and completed operations; independent contractors, employees and volunteers as additional insureds; cross liability; and broad form property damage (including completed operations).

(C) Automobile Liability Insurance.

(1) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.

(2) Such requirement shall be \$5,000,000 per occurrence for vehicles with access to the airfield.

(3) Coverage: Owned, non-owned, and hired vehicles.

(D) Umbrella Liability Insurance.

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

(E) Professional Liability Insurance.

(1) Limit of Liability: \$2,000,000 with a deductible not to exceed \$100,000.

(2) Coverage: Errors and omissions including liability assumed under Contract.

(3) Professional Liability Insurance may be written on a claims-made basis provided that coverage for occurrences happening during the performance of the Services required under this Contract shall be maintained in full force and effect under the policy or "tail" coverage for a period of at least two (2) years after completion of the Services.

(F) Cyber Liability.

(1) Limit of Liability: \$1,000,000 Per Claim/Aggregate

(2) Coverage: Information security and privacy liability that arise from the Agreement, including but not limited to: data while in transit or in the possession of any third parties hired by the Provider (such as data back-up services) to electronic system; loss of, damage to or destruction of electronic data breaches arising from

the unauthorized access or exceeded access; or malicious code, viruses, worms or malware; electronic business income and extra expense as a result of the inability to access website due to a cyber-attack or unauthorized access; Privacy Notification Extra Expense Coverage)including Credit Monitoring Expense).

(3) the City of Philadelphia, its officers, employees and agents shall be named as additional insureds on the General and Cyber Liability Insurance Policies.

(4) 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.

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

The original certificate of insurance must be submitted to the City's Risk Manager at the following address:



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

A copy of the certificates of insurance shall be submitted to the Responsible Official at the address of the Department set forth in the Notice Section of the Provider Agreement. Both submissions must be made at least ten (10) days before work is begun and at least ten (10) days before each Additional Term. The City, in its sole discretion, may waive the ten (10) day requirement for advance documentation of coverage in situations where such waiver will benefit the City, but under no circumstances shall Provider actually begin work (or continue work, in the case of an Additional Term) without providing the required evidence of insurance. The actual endorsement adding the City as an additional insured must specifically reference the City contract number and be submitted to the City's Risk Management Division at the above address. The City reserves the right to require Provider to furnish certified copies of the original policies of all insurance required under this Contract at any time upon ten (10) days written notice to Provider.