



**REQUEST FOR PROPOSALS
For Services Delivered to the 2019 Philadelphia Marathon**

Issued:	July 26, 2019
Issued by:	The Mayor's Fund for Philadelphia on behalf of the City of Philadelphia, Managing Director's Office, and the 2019 Philadelphia Marathon.
Deadline for questions related to the RFP:	August 2, 2019
Deadline for Proposal Submission:	August 9, 2019

Services sought via this RFP include:

Opportunity Name	Opportunity Number
Race Operations Director	PM2019-001
Racecourse Manager	PM2019-002
Assistant Racecourse Manager	PM2019-003
Oval Operations Manager	PM2019-004
Volunteer Manager	PM2019-005
Warehouse Manager	PM2019-006
Elite Athlete Coordinator	PM2019-007
Public Relations Coordinator	PM2019-008
Documentary Media Provider	PM2019-009
Merchandise Provider	PM2019-010
Social Media Marketing Director	PM2019-011

Proposals must be received no later than 5:00 PM E.S.T. on August 9, 2019. Proposals must be submitted with all required components and documentation to leo.dignam@phila.gov and mayorsfund@phila.gov.



PART I: INTRODUCTION

A. Background

Now in its 26th year, the Philadelphia Marathon is composed of three days of events (November 22-24, 2019) featuring the Health & Fitness Expo, the Dunkin' Donuts Munchkin Run, the Rothman Institute 8K, the 13.1 mile Dietz & Watson Philadelphia Half Marathon and the 26.2 mile AACR Philadelphia Marathon (the "Philadelphia Marathon Weekend"). The event will bring more than 25,000 participants and their families to Philadelphia to participate in one of the top 10 marathons in the United States. Participants come from all 50 States, the District of Columbia and over 40 countries around the world. On race day thousands of enthusiastic onlookers will line the 26.2 mile course to cheer on friends and family members.

B. Organizational Overview

The Philadelphia Marathon Weekend is administered by the Mayor's Fund for Philadelphia (the "Fund"), a non-profit fiscal administrator that provides financial and contract management services to projects that promote Philadelphia, with support from Managing Director's Office (the "MDO") of the City of Philadelphia (the "City") and the staff of the Philadelphia Marathon.

The race is produced by a team of administrative, operational, marketing, public relations and community outreach professionals.

If a contract is awarded pursuant to this Request for Proposal, the Fund will award that contract and the contract will be held between the Fund and the selected vendor.

C. RFP Structure

This Request for Proposals (this "RFP") is to identify for the 2019 Philadelphia Marathon qualified entities to perform, deliver or otherwise provide the specific scope of services, including but not limited to, the specification for bids for such services, all as more fully described and set forth on **Schedule I** attached hereto and made a part hereof ("Scope of Services"). Consultant/vendor evaluation criteria will include relevant experience, quality of products and services, and competitive cost. If a contract is awarded pursuant to this RFP (a "Contract"), the Fund will award that Contract and the Contract will be between the Fund and the selected Respondent (in such capacity, the "Contractor").

Applicants may submit a proposal for more than one scope of work advertised within this RFP (see Schedule I for all opportunities). A single proposal can be submitted for multiple opportunities (a "Combined Proposal"). A Combined Proposal must clearly identify the names and scope numbers of the opportunities sought, and must demonstrate the Applicant's capacity to fulfill all required duties of each opportunity. The Fund and the City



anticipate that the scope proposed in a Combined Proposal reflects a streamlined approach to duties and deliverables, and that the budget proposed reflects cost efficiencies where possible.

A single contract may be awarded for more than one scope of work at the Fund's and the City's discretion, and multiple contracts may also be awarded for a single scope of work at the Fund's and the City's discretion.

PART II: GENERAL TERMS, PROPOSAL FORMAT, AND SUBMISSION REQUIREMENTS

A. Proposal Format

All Proposals must include the following, unless otherwise identified as optional:

1. Identification of the Service or Services proposed, including the Title and corresponding Scope Number as detailed in Schedule I.
2. Introduction / Executive Summary / Company or Agency Profile
3. Related Experience
4. References
5. Summary of current Clients and Partners
6. Proposed Scope of Work – How will you meet the stated objectives?
7. *Optional*: Additional Services offered by your entity that are not listed in the Scope of Services, that may be of interest
8. Proposed Schedule and Important Milestones
9. Cost Proposal, including a detailed budget breakdown
10. Disclosure of Litigation and City Contracts statements (see below, sections D and F)
11. Completed Diversity Disclosure Report for RFP Applicants (Appendix A)
12. Disclosure Forms (Appendix B)
13. Local Business Entity or Local Impact Certification (Appendix C)

B. Submission Requirements

For a proposal to be considered a qualified submission, the following criteria must be met:

- Proposals must be received no later than 5:00 PM E.S.T. on August 9, 2019.
- The respondent must send their proposal electronically to be eligible for award of the posted opportunity. Proposals or any other response to a Notice of Contracting Opportunity will not be considered unless you have electronically submitted your proposals as follows:
 1. An electronic version of the proposal must be submitted to Leo Dignam at leo.dignam@phila.gov with "PM 2019 RFP" in the subject line. All submissions must cc: mayorsfund@phila.gov. All required documents including the proposal and any additional documents should be included as part of the entire proposal and submitted electronically to the above email addresses.



C. Diversity Disclosure Report

See Appendix A for the Diversity Disclosure Report Form for RFP Applicants.

D. Disclosure of Litigation

The respondent shall describe any pending, contemplated or ongoing administrative or judicial proceedings material to the Respondent's business or finances. This includes, but is not limited to, any litigation, consent orders or agreements with any state or federal regulatory agency issued to the Respondent or to any subcontractor the Respondent plans to use for the services described in this RFP.

E. Disclosure Requirements

As part of its proposal, Respondents are required to complete and submit disclosure forms detailing any campaign contributions to local and state political candidates and incumbents; any consultants used in responding to this RFP and contributions those consultants have made; prospective subcontractors; and whether Respondent or any representatives of Respondent has received any requests for money or other items of value or advise on particular firms to satisfy minority-, women-, or disabled-owned business participation goals from the Fund or City employees.

See Appendix B for disclosure forms ("*Disclosure Forms*"). This information, as well as a proposal or any other response document required, are part of your application.

F. Disclosure of City Contracts

Each Respondent must include a statement in its Proposal that discloses any current on-going City of Philadelphia contracts held by the Respondent and any City of Philadelphia contracts obtained by the Respondent within the past three years. This statement shall also explain the nature, the dollar amount and the duration of each contract.

G. Employee Conflict Provision

No Proposal shall be from, or contract awarded to, any Fund or Philadelphia Marathon employee or official who submits a Proposal or solicits any contract in which he or she may have any direct or indirect interest.

H. General Disclaimer

This RFP does not commit the Fund or the City of Philadelphia to award a contract. This RFP and the process it describes are proprietary to the Fund and the City and are for the sole and exclusive benefit of the Fund/City. No other party, including any Applicant, is intended to be granted any rights hereunder. Any response, including written documents and verbal communication, by any Applicant to this RFP, shall become the property of the Fund/City



and may be subject to public disclosure by the Fund/City, or any authorized agent of the Fund/City.

I. Proposal Binding

By signing and submitting its bid, each respondent agrees that the contents of its bid are available for establishment of final contractual obligations for a minimum of 180 calendar days from the application deadline for this bid. Order specifications may be changed after bids are awarded. A respondent's refusal to enter into a contract which reflects the complete terms and conditions of this notice of contract opportunity, the Marathon contract or respondent's Proposal may, in the Fund's sole discretion, result in rejection of respondent's Proposal or termination of any negotiations with the respondent.

J. Certification of Compliance with Equal Benefits Ordinance

If this RFP is a solicitation for a contract for the furnishing of services to or for the City, except where services are incidental to the delivery of goods, as defined in the Philadelphia Code Section 17-1901(4) (a "Service Contract"), and will result in a Service Contract in an amount in excess of \$250,000.00, pursuant to Chapter 17-1900 of The Philadelphia Code, the successful Respondent shall, for any of its employees who reside in the City, or any of its employees who are non-residents subject to City wage tax under Philadelphia Code Section 19-1502(1)(b), be required to extend the same employment benefits the successful Respondent 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 Respondents 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 Respondent 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 Respondent does not provide employment benefits to the spouses of married employees. The successful Respondent's failure to comply with the provisions of Chapter 17-1900 or any discrimination or retaliation by the successful Respondent against any employee on account of having claimed a violation of Chapter 17-1900 shall be a material breach of the any Service Contract resulting from this RFP.

K. Local Business Entity or Local Impact Certification

In accordance with Mayoral Executive Order No. 04 -12, the Fund will, in the selection of the successful Respondent, consider whether that Respondent has certified that either (1) Respondent meets the criteria stated in Section 17-109(3)(b) of the Philadelphia Code, a link to the Philadelphia Code is available on the City's official web site, www.phila.gov. Click on "City Code and Charter," located to the bottom right of the welcome page under the box,



“Transparency” to qualify as a “*Local Business Entity*” or (2) in the performance of the Contract, Respondent will employ City residents, or perform the work in the City. Any Respondent who wishes to demonstrate its eligibility for this consideration shall do so by completing, executing and attaching to its proposal a completed Local Business Entity or Local Impact Certification, the form of which is attached to this RFP as Appendix C (“*Local Business Entity or Local Impact Certification*”). The Respondent shall then also include in a separate section of the proposal, labeled “*Local Business Entity or Local Impact Certification*,” a statement that the Respondent 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 Respondent has, in the City’s sole discretion, met the Local Business Entity or Local Impact Certification criteria.

PART IV: PROPOSAL ADMINISTRATION

A. Procurement Schedule

RFP Posted	July 26, 2019
Applicant Questions Due	August 2, 2019 by 5:00pm EST
Answers Posted on www.mayorsfundphila.org/rfp-pm2019	August 6, 2019
Proposals Due	August 9, 2019 by 5:00pm EST

Interviews and Specification meetings may be required as port of the review and selection process. Only a portion of the respondents will be asked to participate in interviews.

B. Questions Relating to the RFP

All questions concerning this RFP must be submitted in writing via email with “PM 2019 RFP – Questions” in the subject line to **Leo Dignam** at leo.dignam@phila.gov, with a cc: to mayorsfund@phila.gov by **August 2, 2019 (5:00 PM EST)** and may not be considered if not received by then. The Marathon will provide written responses to the submitted questions no later than August 6, 2019. These responses will be posted at www.mayorsfundphila.org/rfp-pm2019 with original questions noted. Oral responses by any employee or agent of the Fund or the Marathon are not binding and shall not in any way be considered a commitment by the marathon.

C. Evaluation Criteria

Proposals will be evaluated by a small team of operations and event professionals organized by the Philadelphia Marathon. Proposals will be analyzed based on the following:



- Cost
 - Cost-effectiveness, cost-efficiency, proposed savings, expense reduction
 - Price, fee caps and other cost control measures
- Experience
 - Specialized experience
 - Documented prior years of experience in handling project(s) of similar size and scope -Demonstrated ability to meet deadlines.
- Proposed plan of action/strategy/solution for Department project(s)
 - Utilization of most efficient methodology
 - Innovativeness of solution
 - Utilization of best practices
 - Ability to meet project deadlines under proposed solution/project plan
 - Staffing model
- Consultant/vendor capacity
- Staffing qualifications (e.g., staff prior experience, education, licenses, professional achievements)
 - Technical, administrative, financial capacity
 - Specific licensure requirements for organizations/businesses
- Expressed willingness to comply with the City and/or department standards for contracting (e.g., indemnification, nondiscrimination)
- Consultant/vendor profile
 - For-profit versus non-profit status if relevant
 - Business integrity and reputation in the industry relevant to the consultant/vendor or area of work
 - Shared commitment, with department, to achieving the objectives of Executive Order 03-12 which strives for the inclusion of Minority, Women and Disabled Businesses in all phases of the City contracting;
- Superior prior experience, as confirmed by references
- Superior skill and reputation, including timeliness and demonstrable results, as confirmed by references;
- Superior qualifications of Project Team members, as confirmed by degrees, licenses, publications, training, and/or accreditations;
- Benefit of promoting long-term competitive development and allocation of experience to new or small businesses, including those owned by minority, women or disabled persons;



- Administrative and operational efficiency, requiring less City oversight and administration, as confirmed by references; and
- Meets qualification requirements as set forth in the RFP.

D. Revisions to Bid Specifications

The Fund and the staff of the Marathon reserve the right to change, modify or revise the RFP at any time. Any revisions prior to award will be posted on the City of Philadelphia website www.mayorsfundphila.org/rfp-pm2019 with the original opportunity details. It is the respondent's responsibility to check the www.mayorsfundphila.org/rfp-pm2019 website frequently to determine whether additional information has been released.

PART V: CONTRACT REQUIREMENTS

A. Contract Term

It is anticipated that the initial term of the Contract shall commence on or about September 1, 2019 unless otherwise stated in the specific scope of work under Section I (the "Initial Term") and, unless sooner terminated by the Fund pursuant to the terms of the Contract or otherwise stated in the specific scope of work under Section I, shall expire December 31, 2019. The Fund may, at its sole option, amend the Contract to add up to two (3) additional successive one-year terms ("Additional Terms"). Except as may be stated otherwise in such amendment, the terms and conditions of this Contract shall apply throughout each Additional Term.

B. Compensation

The Fund will pay the consultant/vendor based on experience and the arrangement agreed upon. The consultant/vendor will invoice the Fund/Philadelphia Marathon, terms to be agreed upon at time of contract execution.

C. Contract Requirements

Respondent agrees and acknowledges that, in addition to the terms and conditions of any Contract shall include the following provisions:

- 1. Non-Indebt Clause.** Respondent hereby certifies and represents that Respondent and Respondent's parent company(ies) and subsidiary(ies) are not currently in debt to the City and will not, if awarded the Agreement, at any time during the term of the Agreement (including any extensions or renewals thereof) be in debt 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 agreement or 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 successful Respondent acknowledges that any breach or failure to conform to this certification may, at the option of the Fund and the staff of the Marathon, result in the withholding of payments otherwise due to the successful Respondent 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 Fund or 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 Respondent shall be liable for all excess costs and other damages resulting from the termination).

The successful Respondent shall require all sub-consultants performing work in connection with the Agreement to be bound by the preceding provision and the successful Respondent shall cooperate fully with the City in exercising the rights and remedies described below or otherwise available at law or in equity.

2. Insurance. Unless otherwise specified, the successful respondent shall, at its sole cost and expense, procure and maintain or cause to be procured and maintained, in full force and effect throughout the term of the Agreement, the types and minimum limits of insurance specified below:

- Workers' compensation (or similar) insurance as required by the jurisdiction where the Services are performed
- Commercial general liability insurance (including products liability, completed operations and contractual liability coverage) with minimum limits applicable to bodily injury and property damage of \$1,000,000 per occurrence, and \$2,000,000, and containing a waiver of subrogation against The Fund
- Excess or umbrella insurance with minimum limits of \$1,000,000 per each occurrence and in the aggregate and containing a waiver of subrogation against The Fund
- Errors and omissions insurance with minimum limits of \$1,000,000 combined single limit

Such policies must (a) be in Vendor's name unless agreed upon in writing by The Fund, (b) include The Fund and its employees as additional insureds, (c) not have a deductible exceeding \$25,000 per claim, and (d) be placed with insurers reasonably acceptable to The Fund, having a Best's rating of no less than "A-". These minimum insurance amounts are not to be construed as limiting a Contractor's right to obtain additional coverage and higher liability limits at Contractor's discretion. Vendor may be required to provide proof of insurance at the Fund's discretion.

3. Indemnification. The successful Respondent shall indemnify, defend and hold harmless the Fund and the City of Philadelphia and any and all of 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 and expenses), claims, suits, actions, damages, liability and expenses, occasioned wholly or in part by



Respondent's act or omission or negligence or fault or the act or omission or negligence or fault of Respondent's agents, subcontractors, independent contractors, suppliers, employees or servants in connection with the Contract that may result from this Bid request. This includes, but is not limited to, those in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, intentional acts, failure to pay any 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).

PART V: RESERVATION OF RIGHTS AND CONFIDENTIALITY

By submitting a proposal pursuant to this RFP or any related Notice of Contract Opportunity, Respondent understands and agrees to the following reservation of rights:

A. The Fund and the Philadelphia Marathon's Reservation of Rights in Connection with the RFP and/or Notice of Contract Opportunity. The Fund and/or the Philadelphia Marathon reserves and may exercise any one or more of the following rights and options with respect to its RFP and/or Notice of Contract Opportunity process:

1. To reject any and all proposals and to reissue a revised RFP and/or Notice of Contract Opportunity at any time prior to execution of a final Contract;
2. To issue a new RFP and/or Notice of Contract Opportunity with terms and conditions substantially different from those set forth in a previous RFP and/or Notice of Contract Opportunity;
3. To issue a new RFP and/or Notice of Contract Opportunity with terms and conditions that are the same or similar as those set forth in a previous RFP and/or Notice of Contract Opportunity in order to obtain additional proposals;
4. To extend an RFP and/or Notice of Contract Opportunity in order to allow for time to obtain additional proposals prior to such RFP and/or Notice of Contract Opportunity application deadline; or,
5. To cancel any RFP and/or Notice of Contract Opportunity with or without issuing another RFP and/or Notice of Contract Opportunity.

B. Proposal Selection Process and the Fund and the Philadelphia Marathon's Reservation of Rights in Connection with Selection of Proposal(s) for Review.

The Fund and the Philadelphia Marathon reserves and may exercise any one or more of the following rights and options with respect to its selection process:

1. To reject any proposal if, in the Fund and the Philadelphia Marathon's sole discretion, the proposal is incomplete, the proposal is not responsive to the requirements of the



RFP and/or Notice of Contract Opportunity or it is otherwise in the best interest of the Fund and the Philadelphia Marathon to reject the proposal.

2. To supplement, amend, substitute or otherwise modify any RFP and/or Notice of Contract Opportunity at any time prior to award of one or more Respondents for negotiation.
3. To reject the proposal of any Respondent that, in the Fund and the Philadelphia Marathon's sole judgment, has been delinquent or unfaithful in the performance of any contract with the Marathon, is financially, or technically incapable or is otherwise not a responsible Respondent.
4. To reject as informal or non-responsive, any proposal which, in the Fund and the Marathon's sole judgment, is incomplete, is not in conformity with applicable law, is conditioned in any way, deviates from the RFP and/or Notice of Contract Opportunity or contains erasures, ambiguities, alterations or items of work not called for by the RFP and/or Notice of Contract Opportunity.
5. To waive any informality, defect, non-responsiveness and/or deviation from the RFP and/or Notice of Contract Opportunity that is not, in the Fund and the Philadelphia Marathon's sole judgment, material to the proposal.
6. To permit or reject, at the Fund and the Philadelphia Marathon's sole discretion, amendments (including information inadvertently omitted), modifications, clarifying information, alterations and/or corrections to proposals by some or all of the Respondents following proposal submission and before contract award and/or contract execution.
7. The Fund and the Philadelphia Marathon further reserve the right to conduct on-site investigations of the Respondents' facilities or of those facilities where the Respondent performs its services. Proposals will be evaluated, in part, according to whether the Respondent meets the minimum qualifications and submits a proposal complying with all of the requirements of the RFP and/or the Notice of Contract Opportunity.
8. The Fund and the Philadelphia Marathon reserves the right to enter into negotiations with any or all Respondents regarding price, Scope of Services, or any other term of their proposals, and such other contractual terms as the Philadelphia Marathon may require, at any time prior to execution of a final Contract.
9. The Fund and the Philadelphia Marathon may, at its sole election, enter into simultaneous, competitive negotiations with multiple Respondents or negotiate with individual Respondents either together or in a sequence. Negotiations with Respondent(s) may result in the expansion or reduction of the Scope of Services, or changes in other terms and the submitted proposals. In such event, the Fund and



the Philadelphia Marathon shall not be obligated to inform other Respondents of the changes, or to permit them to revise their proposals in light thereof unless the Fund and the Marathon, in their sole discretion, determine that doing so is in the Fund and the Philadelphia Marathon's best interest. The Fund and the Philadelphia Marathon may accept or reject any or all of the items in any proposal and award the Contract in whole or in part if it is deemed in the Fund and the Philadelphia Marathon's best interest.

10. In the event negotiations with any Respondent(s) are not satisfactory to the Fund and the Philadelphia Marathon, the Fund and the Philadelphia Marathon reserves the right to discontinue such negotiations at any time; to enter into or continue negotiations with other Respondents; to reissue the RFP and/or Notice of Contract Opportunity in order to solicit new Respondents. The Fund and the Philadelphia Marathon reserve the right not to enter into any contract with any Respondent, with or without the re-issuance of a RFP and/or Notice of Contract Opportunity, if the Fund and the Philadelphia Marathon determine that such is in the Fund and the Philadelphia Marathon's best interest.

C. Confidentiality and Public Disclosure

1. The successful Respondent shall treat all information obtained from the Fund and the Philadelphia Marathon, which is not generally available to the public as confidential and/or proprietary to the Fund and the Philadelphia Marathon. The successful Respondent shall exercise all reasonable precautions to prevent any information derived from such sources from being disclosed to any other person. The successful Respondent agrees to indemnify and hold harmless the Mayor's Fund for Philadelphia, the City of Philadelphia, the Philadelphia Marathon, and its respective 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 Respondent or any person acquiring such information, directly or indirectly, from the successful Respondent.
2. By submission of a proposal, Respondents acknowledge and agree that as a municipal marathon of the City of Philadelphia, the Philadelphia Marathon and the City of Philadelphia, each may be subject to state and local public disclosure laws and, as such, are legally obligated to disclose to the public documents, including proposals, to the extent required thereunder. Without limiting the foregoing sentence, the Fund and the Philadelphia Marathon's legal obligations shall not be limited or expanded in any way by a Respondent's assertion of confidentiality and/or proprietary data.

[Attachments Follow]



**Schedule I
Scope of Services**

See attached for the scope of work associated with the following contract opportunities:

Opportunity Name	Opportunity Number
Race Operations Director	PM2019-001
Racecourse Manager	PM2019-002
Assistant Racecourse Manager	PM2019-003
Oval Operations Manager	PM2019-004
Volunteer Manager	PM2019-005
Warehouse Manager	PM2019-006
Elite Athlete Coordinator	PM2019-007
Public Relations Coordinator	PM2019-008
Documentary Media Provider	PM2019-009
Merchandise Provider	PM2019-010
Social Media Marketing Director	PM2019-011



**Appendix A
Diversity Disclosure Report Form for RFP Applicants**

Please see attached



Appendix B

Disclosure Forms

Please see attached

Appendix C

Local Business Entity or Local Impact Certification

Please see attached