



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

Issued:	July 12, 2022
Issued by:	The Mayor's Fund for Philadelphia on behalf of the City of Philadelphia, Managing Director's Office, and the Philadelphia Marathon.
Deadline for questions related to the RFP:	See schedule within the attached scopes (Schedule I).
Deadline for Proposal Submission:	See schedule within the attached scopes (Schedule I).

**Services sought via this RFP include:**

<b>Opportunity Name</b>	<b>Opportunity Number</b>
Marathon Clothing and Bags	PM2022-004
Marathon Event Equipment Rentals	PM2022-005

**Proposals must be received no later than 5:00 PM E.S.T. on the dates listed within the attached scopes. Proposals must be submitted with all required components and documentation to [marathon.contracts@phila.gov](mailto:marathon.contracts@phila.gov) with a cc: to [mayorsfund@phila.gov](mailto:mayorsfund@phila.gov)**

## **PART I: INTRODUCTION**

### **A. Background**

Now in its 29<sup>th</sup> year, the Philadelphia Marathon is composed of three days of events (November 18-20, 2022) 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 30,000 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 race is produced by the City of Philadelphia's ("City") Managing Director's Office (MDO) with support from Mayor's Fund for Philadelphia ("Fund"), a non-profit fiscal sponsor that provides services to projects that promote Philadelphia. The Fund serves as the fiscal and administrative agent for the Philadelphia Marathon Weekend. The race is supported by a team of administrative, operational, marketing, public relations, and community outreach professionals both internal and external to city government.

If any 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 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"). 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), or for a smaller component of a scope of work advertised within this RFP. 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. Additionally, a single proposal may be submitted for a portion of a scope (i.e. one equipment category within the Equipment Rental Scope, PM2022-005), (a "Component Proposal"). The Fund and the City anticipate that the scope proposed in a Combined Proposal or a Component Proposal reflect a streamlined approach



to duties and deliverables, and that the budget proposed reflects cost efficiencies where possible.

In the event any of the advertised opportunities have general terms, proposal format, or submission requirements which differ from what is stated in Part II, below, it will be noted within the opportunity's individual scope in Schedule I.

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.

Furthermore, this RFP does not commit the Fund or the City of Philadelphia to award a contract for any of the services advertised herein.

## **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 Products 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 or Products 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)

Please also note any additional instructions related to proposal submission requirements listed within each scope.

### **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 the date noted within each scope.
- 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 [marathon.contracts@phila.gov](mailto:marathon.contracts@phila.gov) with "PM 2022 RFP" in the subject line. All submissions must cc: [mayorsfund@phila.gov](mailto: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 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.

### **F. 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.

### **G. 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.

### **H. 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.

## **PART IV: PROPOSAL ADMINISTRATION**

### **A. Procurement Schedule**

Please see individual scopes (Schedule I) for the procurement schedules for each opportunity.

Interviews and specification meetings may be required as part 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**

Please see individual scopes (Schedule I) for how to submit questions related to each opportunity.

### **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
- 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 [LINK](#) with the original opportunity details. It is the respondent's responsibility to check [LINK](#) frequently to determine whether additional information has been released.

### **PART V: CONTRACT REQUIREMENTS**

#### **A. Contract Term**

Each scope included as part of Schedule I will identify the anticipated term of the resulting contract. The Fund may, at its sole option, amend and/or renew any 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. 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.

**2. 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:*

<b>Opportunity Name</b>	<b>Opportunity Number</b>
Marathon Clothing and Bags	PM2022-004
Marathon Event Equipment Rentals	PM2022-005



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

*Please see attached*