

**REQUEST FOR PROPOSALS**

**For Sponsorship Broker Services Delivered to the 2024 Philadelphia Marathon Weekend**

Issued:	Week of March 6, 2023
Issued by:	The Philadelphia City Fund on behalf of the City of Philadelphia, Managing Director's Office, and the Philadelphia Marathon.
Deadline for questions related to the RFP:	March 27, 2023
Deadline for Proposal Submission:	April 17, 2023

All questions concerning this RFP must be submitted in writing via email with "PM 2024 Sponsorship RFP Questions" in the subject line to [marathon.contracts@phila.gov](mailto:marathon.contracts@phila.gov), with a cc: to [cityfund@phila.gov](mailto:cityfund@phila.gov) by **March 27, 2023** and may not be considered if not received by then. The Marathon will provide written responses to the submitted questions no later than **April 4, 2023**. These responses will be posted at [philacityfund.org/rfp-marathon-sponsor/](http://philacityfund.org/rfp-marathon-sponsor/) 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.

Proposals must be received no later than 5:00 PM E.S.T. on **April 17, 2023**. Proposals must be submitted with all required components and documentation to [marathon.contracts@phila.gov](mailto:marathon.contracts@phila.gov) with a cc: to [cityfund@phila.gov](mailto:cityfund@phila.gov)

## **PART I: INTRODUCTION**

### **A. Background**

The Philadelphia Marathon Weekend is composed of three days of events in November of each year. It features the Health & Fitness Expo, Kids Run, the Rothman Institute 8K, the 13.1-mile Dietz & Watson Philadelphia Half Marathon and the 26.2 mile AACR Philadelphia Marathon. 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 The Philadelphia City Fund, formerly the 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 ("PM 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.

The Fund and the City expect to award a single contract resulting from this RFP. Applicants who intend to bid as a team should identify a "prime" consultant for the purposes of contracting and managing all subcontractors. Subcontractors known at the time of the submission should be listed in the bid materials.

## **PART II: SERVICES**

### **A. Scope of Work**

The Philadelphia City Fund and the City of Philadelphia desire to engage a qualified firm or joint venture to provide services for marketing, packaging, and selling the sponsorship and advertising opportunities for the PM Weekend. Services will be delivered in support of the 2024 PM Weekend (taking place November 2024).

The successful Respondent (referred to here as the Sponsorship Broker) shall be responsible for working with the Fund to calculate the value of the assets to a variety of sponsors including title and presenting sponsors. The Sponsorship Broker will also be asked to advise

on partner packaging that includes race weekend assets along with outside advertising and marketing opportunities leading up to race weekend. The Sponsorship Broker will seek and recommend advertising buys and spend to support race weekend promotion and drive event registration. The Respondent will be required to service sponsors and negotiated benefits for the contracted term.

The Fund recognizes that different types of advertising and sponsorship approaches exist and acknowledges that there may be other opportunities not listed here. Responsive proposals must address the elements listed in this section. However, the Fund does not seek to limit the creativity of the Respondents. Therefore, Respondents may offer additional opportunities as a part of their proposals. Proposals should be crafted to maximize the total revenue to the event while providing a stable income stream. It is expected that the Fund and MDO will be available as needed to facilitate and collaborate on the sponsor searches.

The Respondent's proposed Scope of Work should address each objective specifically and describe in detail how the Respondent will achieve the objectives.

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

## **B. Services and Tangible Work Products**

The Fund requires at a minimum the services listed below, including the specific tasks and work activities to be described. Respondent's proposed scope of work should state in detail how it will carry out each task, including the personnel/job titles responsible for completing the task. For each service specified, the Respondent should propose criteria to determine when the tasks comprising the service are satisfactorily completed. Respondents may propose additional or revised tasks and activities but should explain why each is necessary to achieve the project objectives.

- Assess the Marathon portfolio and develop valuations and establish pricing guidelines for sellable assets
- Analyze and identify tangible sponsorship levels and opportunities related to the PM Weekend for solicitation
- Adjust sponsorship strategy as needed based on altered or changed Marathon assets or market influences

- Create general and specific sponsorship programs to include cash, donations in-kind and media partners
- Identify sponsorship candidates for major PM Weekend and related activity to include but not limited to:
  - Naming rights
  - Sponsorship or underwriting of individual assets (e.g., Expos, Hospitality Tents, Signage)
  - Any other saleable assets
- Negotiate sponsorship and payment terms in furtherance of and in accordance with commissionable agreement as contracted.
- Develop and implement Sponsor servicing program to include pre-and post-event servicing and performance recaps for the sponsor
- Provide recommendations for the first-year revenue targets and how to best achieve these
- In collaboration with the Fund and MDO, develop the sponsorship and advertising workplan along with quarterly goals
  
- Identify un-tapped and incremental revenue sources
- Establish sponsorship strategies and timelines
- Create copy and components for sponsorship and advertising packages
- Develop a comprehensive sponsorship strategy that secures both event-specific sponsors at all tiers, as well as cross-event sponsors where advantageous.
- Develop a strategy that will target local, national, and global companies. Any entity, to be considered must be a good fit for the City of Philadelphia and Fund, poised for a sustainable, multiyear relationship, with brands that align with the culture of the Marathon's events (e.g., healthy lifestyle vs. tobacco/alcohol type brands).
- With contractor taking the lead, assess underutilized assets in the events portfolio that can be positioned for sponsorship
- Create short-term revenue targets and longer term, larger revenue target goals
- Provide key reports and analytics on an agreed upon schedule. Key reports should include but are not limited to; sales report, prospect pending list, contract status to include payment due and past due, progress toward the annual goals for City and sponsor
- Handle day to day engagement with partners as agreed upon. Engagement includes but is not limited to handling email (partner copy only), social media post (partner copy only), advertising and marketing, communication, and events where partners may be involved leading up to race weekend (i.e., training runs, live webinars, attending other race expos).
- Oversee all onsite partner activation race weekend from expo to start/finish line.

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

The Respondent is expected to perform work at their place of business except for meetings and other appointments to be determined on an ongoing basis. The Fund will not provide office space, technology aids or other supports with the exception of occasional meetings. It is required that the Sponsorship Broker will have at least one staff member located in Philadelphia to manage day-to-day activities and be available for in-person meetings throughout the term of the contract. The Sponsorship Broker shall be available on a regular basis during the normal business hours Monday through Friday and on an as-needed basis other time.

### **D. Reporting Requirements**

The Sponsorship Broker shall report to the Fund on a regular basis regarding the status of their efforts and its progress in providing the contracted services and/or products. At a minimum, the successful Respondent shall submit:

- A monthly report detailing the services provided, the goals/tasks accomplished, and any associated costs that are predetermined in the contract.
- Targeted prospective sponsor lists
- List of prospective sponsors who have made a firm commitment
- List of committed sponsors including term of commitment and
- Final Target packages

## **PART III: GENERAL TERMS, PROPOSAL FORMAT, AND SUBMISSION REQUIREMENTS**

### **A. Proposal Format**

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

1. Introduction / Executive Summary / Company or Agency Profile, including Respondent's organizational structure.
2. Statement of qualifications and related experience with projects that are similar in nature, size and scope.
3. References.
4. Summary of current Clients and Partners.
5. Proposed Scope of Work – How will you meet the stated objectives as stated in Section II?
6. *Optional*: Additional Services offered by your entity that are not listed in the Scope of Services, that may be of interest.
7. Proposed Schedule and Important Milestones.

8. Cost Proposal, including a detailed budget breakdown and fee structure.
9. Disclosure of Litigation and City Contracts statements (see below, sections D and E)
10. Completed Diversity Disclosure Report for RFP Applicants (Appendix A)

## **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 April 17, 2023.
- 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 SPONSORSHIP RFP" in the subject line. All submissions must cc: [cityfund@phila.gov](mailto:cityfund@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 City of Philadelphia 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**

RFP Posted	Week of March 6, 2023
Applicant Questions Due	March 27, 2023
Answers Posted at <a href="https://philacityfund.org/rfp-marathon-sponsor/">https://philacityfund.org/rfp-marathon-sponsor/</a> by	April 4, 2023
Proposals Due	April 17, 2023
Applicant Interviews and Presentations	Week of May 15, 2023
Applicant Selection	Week of May 22, 2023
Contract Negotiation	Week of June 5, 2023

Interviews and specification meetings may be required as part of the review and selection process, and will be held during the week of Week of May 15, 2023. 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 2024 Sponsorship RFP Questions" in the subject line to [marathon.contracts@phila.gov](mailto:marathon.contracts@phila.gov), with a cc: to [cityfund@phila.gov](mailto:cityfund@phila.gov) by **March 27, 2023 at 5:00pm E.S.T.** and may not be considered if not received by then. The Marathon will provide written responses to the submitted questions no later than April 4, 2023. These responses will be posted at <https://philacityfund.org/rfp-marathon-sponsor/> 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 Philadelphia City Fund website at <https://philacityfund.org/rfp-marathon-sponsor/> with the original opportunity details. It is the respondent's responsibility to check the website frequently to determine whether additional information has been released.

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

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

The anticipated term of the base contract will be one year. The Fund may, at its sole option, amend and/or renew any Contract to add up to three (3) additional successive

terms ("Additional Terms"). Each term may be up to one year in length and will be determined based on the needs of the Marathon at the time of the contract renewal. Except as may be stated otherwise in such amendment, the terms and conditions of this awarded 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, the terms and conditions of any Contract shall include, and will not be limited to, the following provisions. By submitting a proposal in response to this RFP, the Respondent acknowledges and agrees to be bound by these terms unless otherwise noted in the applicant's proposals. The Respondent may suggest alternative language to the following terms, and at the Fund's sole discretion, negotiation may possible to accommodate Respondent's requested changes during the contracting phase.

**1. Insurance.** The standard minimum insurance policy requirements to be maintained by Vendor of The Mayor's Fund are listed below. Vendor must maintain:

- A. Workers' compensation (or similar) insurance as required by the jurisdiction where the Services are performed
- B. 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
- C. Excess or umbrella insurance with minimum limits of \$1,000,000 per each occurrence and containing a waiver of subrogation against The Fund
- D. Errors and omissions insurance with minimum limits of \$1,000,000 combined single limit

Such policies must (a) be in Respondent'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 Respondent's right to obtain additional coverage and higher liability limits at Respondent's discretion. Respondent 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).
- 3. Confidentiality.** Through performance of the Agreement resulting from this RFP, the selected Respondent may receive or have access to Confidential Information of The Fund and the Marathon, which may include certain information concerning the Services and other information not generally known to the public. Respondent shall not disclose any Confidential Information it receives from The Fund and the City to any person or entity except (a) employees or contractors of Respondent, and (b) Respondent's professional advisors who have a need-to-know such information, provided such professional advisors have agreed in writing to maintain the confidentiality of such information pursuant to confidentiality agreements containing confidentiality obligations that are not materially less restrictive than those contained in this Agreement, or such professional advisors are bound by law or codes of professional conduct to keep such matters confidential. Respondent shall inform such employees having access or exposure to Confidential Information of Respondent's obligations under this Agreement. Respondent shall use not less than the same degree of care (but no less than a reasonable degree of care) to avoid disclosure of such Confidential Information as Respondent uses for its own confidential information of like importance. Respondent shall use reasonable efforts to ensure that Confidential Information and all materials relating to The Fund and the Marathon at the premises of Vendor or in the control of Respondent shall be stored at locations and under such conditions as to prevent the unauthorized disclosure of such information and materials. Respondent may not use the Confidential Information for any purpose other than for the performance of to the Services under this Agreement. This obligation shall survive the termination of this Agreement. Respondent shall return The Fund and the City's materials, if applicable, to The Fund promptly upon termination of this Agreement or earlier if requested by The Fund.

"Confidential Information" means all non-public information in whatever form transmitted, whether written, electronic, oral or otherwise, including without

limitation business plans, specifications, design plans, drawings, software, data, prototypes and other business and technical information that is disclosed by The Fund and the City pursuant to this Agreement and that is marked as “confidential” or “proprietary” (or, if disclosed orally, designated as confidential upon disclosure) or which, under the circumstances surrounding disclosure, a reasonable person would deem as confidential. Notwithstanding the foregoing, Confidential Information shall not include information that: (a) is independently developed by Respondent or lawfully received by Respondent free of restriction from another source having the right to so furnish such information; (b) is or becomes generally available to the public without breach of this Confidentiality Agreement by Respondent; (c) at the time of disclosure, was known to Respondent free of restriction; or (d) is required to be disclosed pursuant to any statute, law, rule or regulation of any governmental authority or pursuant to any order of any court of competent jurisdiction; provided however, that: (e) the Respondent shall use commercially reasonable efforts to notify The Fund and the City before disclosure, (f) Respondent shall disclose only such portion of the information as is legally required; and (g) the disclosed information is not “Confidential Information” only for the purpose of and to the extent of the required disclosure, and otherwise remains “Confidential Information” subject to the terms and conditions of this Agreement.

## **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 City’s Reservation of Rights in Connection with the RFP and/or Notice of Contract Opportunity.** The Fund and/or the City 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 City reserve 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 City 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 City 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 City reserve 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 Fund or the City may require, at any time prior to execution of a final Contract.
9. The Fund and the City 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 City 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 City 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 PM Weekend'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 City reserve 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 City 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 City determine that such is in the Fund and the PM Weekend's best interest.

### **C. Confidentiality and Public Disclosure**

1. The successful Respondent shall treat all information obtained from the Fund and the City, which is not generally available to the public as confidential and/or proprietary to the Fund and the City. 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 Philadelphia City Fund, the City of Philadelphia, the City, 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 Fund 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 City'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]*

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

*Please see attached*