



REQUEST FOR PROPOSALS

Staff, Volunteers and Coaches' Shirts for the 2024 Philadelphia International Unity Cup Provided to Philadelphia Parks & Recreation

Issued by:

The Philadelphia City Fund

On behalf of The City of Philadelphia, Parks & Recreation

Questions about this RFP should be submitted to john.cooney@phila.gov by March 15, 2024.

Proposals must be received no later than 5:00 p.m. Philadelphia, PA local time, on April 5, 2024. A pdf version of the proposal must be emailed to john.cooney@phila.gov.

SECTION I - INTRODUCTION

A. Statement of Purpose

The Philadelphia City Fund (“the Fund” or “PCF”), formerly known as the Mayor’s Fund for Philadelphia, and Philadelphia Parks & Recreation (“PPR” or “the Department”) seek a qualified professional firm or company to provide tee shirts for the coaches, volunteers, and staff of the 2024 Philadelphia International Unity Cup (“the Unity Cup”). Philadelphia Parks & Recreation hopes to utilize these shirts to differentiate its coaches, volunteers, and staff during the matches.

B. Department of Overview

The Philadelphia City Fund works in close partnership with the City of Philadelphia (“the City”) and private sector partners to develop and run initiatives that seek to advance City initiatives and improve the quality of life for all Philadelphians. The Fund will serve as the fiscal administrator for this opportunity and will hold the contract awarded to the winning applicant on behalf of Philadelphia Parks & Recreation. PPR will serve as the project manager for this effort on behalf of the Fund.

Philadelphia Parks & Recreation is the operating department of the City of Philadelphia responsible for the management of over 130 parks, 150 recreation centers, and 10,500 acres of open space in the City of Philadelphia.

C. Project Background

Philadelphia International Unity Cup is a World Cup-style soccer tournament held over several months; it unites the City’s neighborhoods and celebrates its diverse immigrant communities through the medium of soccer. The Unity Cup allows the City to showcase its great inclusiveness, competitive, and vision to enhance the lives of immigrant communities through the global language of soccer. The brainchild of former Mayor Jim Kenney, the Unity Cup became an annual tradition after its massively successful inaugural year in 2016.

D. 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.

SECTION II – PROPOSED SERVICES

A. Scope of Work

As part of the 2024 Philadelphia International Unity Cup, PPR plans to host 93

soccer matches held at various locations in Philadelphia, such as City-operated facilities, local universities, and a local stadium. The Department seeks a vendor to provide approximately 144 short sleeve cotton tee shirts for coaches with a screen print multicolor logo on the front of the shirt and a single-color screen print on the back to read "coach". The vendor would also provide approximately 72 short sleeve cotton volunteer shirts with a screen print multicolor logo on the front and a single-color screen print with multiple sponsors on the back. The vendor will also provide approximately 144 short sleeve cotton tee shirts with a multicolor logo on the front and a single-color screen print on the back to read "staff".

B. Services and Tangible Work Products

The Fund requires at least the services and tangible work products listed below. Applicants may propose additional or revised services and tangible work products but should explain why each is necessary to achieve the project objectives.

- **Services**

The Department requires 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 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 but should explain why each is necessary to achieve the project objectives.

- Regular communication with the project team during the project duration

- **Tangible Work Products**

- 144 short sleeve cotton tee shirts (for Unity Cup Staff Members)
 - Screen print "Staff" on the back of the shirt
 - With Philadelphia International Unity Cup logo in front center chest
- 72 short sleeve cotton tee shirt (for Unity Cup Volunteers)
 - Single color
 - Multicolor logo printed on the front left breast
 - Possibly one sponsor logo on the back
- 144 short sleeve single color cotton tee shirt (for Unity Cup Coaches)
 - With multicolor Philadelphia International Unity Cup logo on top left in front
 - Single color screen print on the back to read "Coach"

C. Milestones

The Department anticipates the work for this project will be organized into the following milestones (at a minimum), i.e. or groups of tasks, services and/or work products, listed below. For each milestone, the Applicant should propose criteria to determine when the milestone has been satisfactorily completed. Applicants may propose additional or revised milestones, or a project structure that does not rely on milestones but should explain their reasons for the structure proposed and how it will facilitate completion of the work.

- Design mockups as articulated in the project scope above by June 3, 2024

The Fund and the Department reserve the right to condition payments on the satisfactory completion of the specified milestones, tasks, services and/or work products listed above. In addition to describing how each proposed milestone will be accomplished, the scope of work proposed by Applicant should identify the milestones the Applicant proposes as payment milestones and the amount it proposes for each milestone payment. Applicants may propose alternative means of payment but should explain their reasons for the alternative and how it will facilitate completion of the work.

D. Timetable

Milestone	Date
Posting Date	February 9, 2024
Deadline for questions related to this RFP	March 15, 2024
Deadline for proposal submission	April 5, 2024
Final Selection	May 3, 2024
Kick- off Meeting/Call	May 7, 2024
Mock-ups Due	June 3, 2024
Delivery Shirt Delivery	August 2, 2024

The Fund anticipates that the work required under this RFP will be completed by September 1, 2024.

E. Budget

Estimated Budget for 2024 Philadelphia International Unity Cup shirts: **\$7,000**

F. Hours and Location of Work

Because this work represents an important part of the department’s project, services and work must be completed in a timely manner with strict deadlines. Services and work will occur during regular work hours between 8am and 5pm Monday through Friday, as well as evenings and weekends if necessary.

SECTION III – GENERAL TERMS

The Philadelphia City Fund serves as a Fiscal Sponsor for projects and programs administered by The City of Philadelphia and City-Related Agencies in order to advance City initiatives and improve the quality of life for all Philadelphians.

By submitting a proposal in response to this RFP, the Applicant agrees that it will comply with all contract monitoring and evaluation activities undertaken by the City of Philadelphia and the Philadelphia City Fund.

For this contract opportunity, the Philadelphia City Fund has agreed to act as the "Fiscal Sponsor" for Philadelphia Parks & Recreation in order to facilitate the provision of shirts for the 2024 Philadelphia International Unity Cup on the City's behalf. The contract(s) resulting from this RFP will be held between the Fund and the selected applicant(s).

What follows are contractual terms the chosen applicant will be expected to agree to. By submitting a proposal in response to this RFP, the applicant acknowledges and agrees to be bound by these terms unless otherwise noted in the applicant's proposals. The applicant may suggest alternative language to the following terms, and at the Fund's sole discretion, negotiation may be possible to accommodate an applicant's requested changes during the contracting phase.

A. Insurance Requirements

The standard minimum insurance policy requirements to be maintained by Vendors of the 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 in aggregate, 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 \$2,000,000 in aggregate 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 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 Vendor's right to obtain additional coverage and higher liability limits at Vendor's discretion. Vendor may be required to provide proof of insurance at the Fund's discretion.

B. Confidentiality

Through performance of the Agreement resulting from this RFP, the selected Vendor may receive or have access to Confidential Information of the Fund and PDPH, which may include certain information concerning the Services and other information not generally known to the public. Vendor shall not disclose any Confidential Information it receives from the Fund and PDPH to any person or entity except (a) employees or contractors of Vendor, and (b) Vendor'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 the Agreement, or such professional advisors are bound by law or codes of professional conduct to keep such matters confidential. Vendor shall inform such employees having access or exposure to Confidential Information of Vendor's obligations under the Agreement. Vendor 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 Vendor uses for its own confidential information of like importance. Vendor shall use reasonable efforts to ensure that Confidential Information and all materials relating to the Fund and PDPH at the premises of Vendor or in the control of Vendor shall be stored at locations and under such conditions as to prevent the unauthorized disclosure of such information and materials. Vendor may not use the Confidential Information for any purpose other than for the performance of the Services under the Agreement. This obligation shall survive the termination of the Agreement. Vendor shall return the Fund and PDPH materials, if applicable, to the Fund promptly upon termination of the 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 PDPH pursuant to the 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 Vendor or lawfully received by Vendor 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 the Confidentiality Agreement by Vendor; (c) at the time of disclosure, was known to Vendor 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 Vendor shall use commercially reasonable efforts to notify the Fund and PDPH before disclosure, (f) Vendor 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.

C. Representations, Warranties, and Covenants

The selected Vendor represents, warrants and covenants that so long as the Agreement resulting from this RFP has not been terminated: (a) Vendor has full power and authority to enter into and perform its obligations under the Agreement; (b) entering into and performing its obligations under the Agreement (i) will not violate or breach any agreement binding on Vendor; and (ii) does not result in a conflict of interest between the Services or Works to be provided under the Agreement and Vendor's other activities. Vendor shall

advise the Fund of any conflict of interest that arises during the performance of the Agreement. (c) The Services and Works will: (i) be created and originated by Vendor and may be conveyed to the Fund under the Agreement free and clear of claim of ownership by others; (ii) not violate or infringe any proprietary information, non-disclosure, copyright, patent or other intellectual property or contractual right; (iii) not violate any applicable law, rule or regulation; (iv) conform with the Agreement, be performed in a workmanlike and professional manner, be of high quality, and in no event, be of a quality less than the quality of services performed and work product created by a skilled consultant with expertise in the area for which Vendor is providing the Services; and (v) be free of errors and that all failures of the Services or Works furnished hereunder will be corrected to conform with the Agreement.

D. Indemnification

The selected Vendor shall indemnify, defend and hold the Fund and the Department harmless from and against any damage, loss, liability, obligation, claim, litigation, demand, suit, judgment, cost or expense including, without limitation, reasonable attorneys' fees ("Claims") that may be made: (a) for bodily injury, death, or damage to real or tangible personal property, including theft, resulting from the acts or omissions of Vendor, its employees or agents; (b) in connection with Vendor's breach of its obligations under the Agreement; (c) by any third party alleging that the Services or Works violate any proprietary information, non-disclosure, copyright, patent or other intellectual property or contractual rights; and (d) in connection with Vendor's recklessness, gross negligence, willful misconduct, or violation of applicable law. The Fund and the Department may participate at its expense in any Claim, and the Fund and the Department's prior written consent is required for settlement of any Claim.

Except for the indemnification covenants contained in the first paragraph of this Section, for which no cap shall be applicable, if Vendor has any other liability to the Fund and the Department for any Claims, such liability shall in all cases whatsoever be limited to the greater of (e) any amount of insurance Vendor is required to carry as set forth in the Agreement, and (f) the total amount received by the Vendor for the Services under the Agreement.

SECTION IV – Submission Requirements

A. Organization & Personnel Qualifications:

Provide a statement of qualifications and capability to perform the services sought by this RFP, including a description of relevant experience with projects that are similar in nature, size and scope to that which is the subject of this RFP. The proposal must identify the applicant's qualifications by education level, skill set (described in detail), experience level, and job title. Resumes of all personnel so identified should be included in Applicant's proposal. Experience with "like" projects should be cited.

B. Scope of Work Description:

The scope of work proposed by Applicant should include a general project schedule that identifies all tasks, activities, deliverables, and milestones the Applicant proposes to carry out for the project and a time of completion (measured from project start date) for each. The Applicant should state the number of days following the Fund's authorization to proceed by which it will be ready to start the work, including any mobilization time. If the Applicant proposes a different overall time of performance, it should state its reasons.

C. Cost Proposal:

Applicants must provide a detailed cost proposal, which must include 1) a line-item breakdown of the costs for specific services and work products proposed, and 2) a statement of staff hourly rates. The proposed price must include all costs that will be charged to the Fund for the services and tangible work products the Applicant proposes to perform and deliver to complete the project. Any contract resulting from this RFP will provide for a not-to-exceed amount in the compensation section of the contract.

D. References:

Include contact information for a minimum of (2) references who can speak to the applicant or firm's experience with similar types of work as that described in this RFP.

E. Deadline for Submission:

Responses to this RFP must be emailed as a single PDF by 5:00 pm April 5, 2024, to John.Cooney@phila.gov.

F. Proposal Review and Selection Process:

Due to the shortened time frame to execute a contract, it is expected that proposals will be reviewed and a limited number of in-person interviews will be held during the week of May 1st.

The successful candidate will be the person/firm who demonstrates the knowledge, experience, and ability to perform the work effectively.