

3400 WEST GIRARD AVENUE

PHILADELPHIA

ZOO

PHILADELPHIA, PA 19104-1196



REQUEST FOR PROPOSALS THE ZOOLOGICAL SOCIETY OF PHILADELPHIA

Your organization is hereby invited to submit a proposal to provide creative and interactive experiences among Philadelphia Zoo guests at our Fall 2022 featured installation; Habitat Hollow. Enclosed with this letter are the scope of services required, format for the proposal and background material on the project.

Your complete response to this RFP must be received by the Zoo by 5:00pm on July 22, 2022.

All questions about the process may be directed to community@phillyzoo.org with a deadline of July 11, 2022. All responses will be posted by 7/14/2022 in the same location the RFP is posted on www.philadelphiazoo.org

In summary;

7/5/2022: RFP posted to www.philadelphiazoo.org

7/5/2022 – 7/11/2022: Questions collected via community@phillyzoo.org

7/14/2022: Responses to questions posted on www.philadelphiazoo.org

7/22/2022: All proposals due to community@phillyzoo.org by 5:00pm

8/1/2022: Organizations awarded will be announced via email to all vendors that submitted a proposal

9/3: Proposals begin

By connecting people with animals,
PHILADELPHIA ZOO
creates joyful discovery and inspires
action for wildlife and habitats

philadelphiazoo.org



I. INTRODUCTION

By connecting people with wildlife, the Philadelphia Zoo creates joyful discovery and inspires action for animals and habitats.

The Zoo's vision for our campus is to create an animal and people experience like no other in the world. The Zoo affects how more than 1.2 million people a year appreciate and respect the natural world and over the next few years the Zoo and its partners will reshape how people experience zoos for generations to come.

This Fall, the Zoo is opening a new interactive exhibit; Habitat Hollow that will provide unique experiences for kids and adults to utilize all of their senses and scientific inquiry to explore and learn about multiple habitats. The objective of the Habitat Hollow experience is to provide an opportunity to connect with nature and the roles we all play in our environment through understanding habitats and engaging more with the world around us.

The exhibit will highlight certain animal habitats accompanied by an interactive structure and way of play to mimic the habitat at a larger scale to enhance the experience and understanding of the specific environment.

Relaying on our human senses of touch, smell, sound and beyond we would like to incorporate additional interactive experiences to enhance these senses and create a space that is fully activated at every turn.

The Zoo is humbly situated in the heart of West Philadelphia inclusive of a diverse, thriving creative community of artists, performers and creatives. This RFP seeks to engage our creative neighbors in Habitat Hollow by offering paid opportunities to be included in the installation.

II. PROJECT GOALS

The goals of this project are to support and execute the overall mission of The Zoo and the objective of Habitat Hollow.

Mission: By connecting people with wildlife, the Philadelphia Zoo creates joyful discovery and inspires action for animals and habitats.

Objective: The objective of the Habitat Hollow experience is to provide an opportunity to connect with nature and the roles we all play in our environment through understanding habitats and engaging more with the world around us.

Goal #1: Create activation zones through out Habitat Hollow that encourage guests to utilize their senses to broaden their experience in the installation.

Goal #2: Recruit and hire local artists and entrepreneurs to lead activation zones throughout Habitat Hollow.

III. PROJECT SCOPE AND SERVICES

Awardees of this RFP will be expected to provide the following services and meet the following expectations:

1. An interactive, creative and safe experience that will supplement features of Habitat Hollow of which encourage guest to be curious and include conversations about animals and habitats. Examples of experiences may include storytelling, arts and crafts or music. These experiences will be provided at “activation zones” which may accompany one or more of the following animal activation zones throughout the installation:

- Log habitat
 - This animal activation zone includes rabbits, armadillos, guinea pigs and hedge hogs. Guests will be able to observe these animals in their habitat and then able to explore a large play structure of a log which mimics the animal’s habitat.
- Nature Trails
 - There will be two nature trails throughout Habitat Hollow which lead from one animal activation zone to another and are an opportunity to inspire use of our senses to explore nature and take note of all details within our natural habitat. Binoculars will be provided to encourage exploration.
- Web of wonder
 - This animal activation zone includes various bugs and insects including: scorpions, tarantulas, beetles, cockroaches and more. Guests will be able to observe these creatures in their natural habitat and then able to explore a large play structure of a web which mimics their habitat.

- Turtle habitat
 - This animal activation zone includes various turtles and tortoises including: eastern box, red footed and radiated. Guests will be able to observe these creatures in their natural habitat and encouraged to be curious about the animals and their connection to their habitat.
- Sand dig/sand habitat
 - This animal activation zone includes more reptiles including: pancake tortoise, sand boa and more. Guests will be able to observe these reptiles in their natural habitat and then able to explore several large sand boxes which will have items to discover by digging.
- Nest/Perch habitat
 - This animal activation zone includes a large-scale nest that guests may utilize for photo opportunities.

2. Activation zone activities provided by the awardee may be passive or engaging.

Passive experiences are those which the awardee is providing a creative experience for observation such as live painting or playing music. Passive experiences do not include direct interactions with guests.

Engaging experiences are those which the awardee is instructing a guest to engage in a specific way. For instance, stenciling leaves, adding thread to a human sized web or otherwise. Engaging experiences may allow the guest to create something they take with them or leave behind as a continued part of the activation zone.

3. Awardees will provide their own supplies, manipulatives or otherwise for their activation zone. The cost of these items may be included in the requested budget.

4. Awardees must commit to 1 of the following schedules.

The hours of Habitat Hollow are 9:30am-5:00pm daily. Activation zones will occur between the hours of 10:00am – 4:00pm.

Schedule 1: Awardee staffs activation zone 4 days per week for a minimum of 3 hours per day to a maximum of 6 hours per day. Awardee may request specific days of the week but must commit to the same 4 for a 4-week period of time beginning September 3, 2022. At least one day must be Saturday or Sunday.

Schedule 2: Awardee staffs activation zone 3 days per week for a minimum of 3 hours per day to a maximum of 6 hours per day. Awardee may request specific days of the week but must commit to the same 3 for a 4-week period of time beginning September 3, 2022. At least one day must be Saturday or Sunday.

Schedule 3: Awardee staffs activation zone every Saturday and Sunday for a minimum of 3 hours per day to a maximum of 6 hours per day beginning September 3, 2022.

IV. PROJECT BUDGET

Awardee will receive the following amount for providing services:

\$150 per day for 3 hours of services.

\$300 per day for 6 hours of services.

In addition to this amount Awardee may request a stipend for the following expenses not to exceed \$2,000.00 in total:

- Staffing
 - If additional staffing is required to provide activities a fair wage may be requested
- Supplies (for continued use)
 - Any supplies that will be used to provide activity and used for the duration of the contract
- Supplies (for one-time use)
 - Any supplies that will be used one time for activities and either discarded or provided to a guest as a take away

V. PROPOSAL CONTENT REQUIREMENTS

Proposals must contain the following:

1. Executive Summary - includes a cover letter describing the organization or person applying and a brief description of mission alignment with this RFP and services that will be provided. Also include mention of relation to West Philadelphia neighborhood. Must include a primary contact person, address, e-mail and telephone number.

2. Description of Activities – for carrying out the Scope of Services. This section of the proposal should describe the way the organization or person applying will provide the scope of services requested in this RFP. Visuals may be included as necessary. This description of activities should be as detailed as possible but not to exceed 750 words.

3. Schedule - Proposed schedule/durations of activities required for scope completion to be selected from the various schedules proposed.

4. Proposed Budget for the scope of work – utilizing the categories of allowable expenses detailed in this RFP.

5. Certificate of Insurance indicating coverage consistent with requirements. (Refer back to RFP website for a link to details regarding Insurance expectations)

6. Professional Services Agreement Signed (To be completed and collected to any vendor selected, a sample of the agreement is included below)

VI. ADDITIONAL PROPOSAL INFORMATION AND REQUIREMENTS

1. Selection Process - The Zoo will evaluate all submissions for completeness and compliance with the terms and conditions of the RFP. A Selection Committee, consisting of representatives from the Zoo, along with other individuals deemed necessary, will review qualifications of submittals and evaluate the respondents, based on the following broad criteria:

- Relation/relevance to West Philadelphia neighborhood.
- Past performance on similar projects.
- Qualifications and experience to execute proposed activities.
- Alignment with the Zoo's mission and Habitat Hollow objectives.
- Reasonable and fair budget to execute activities to fullest potential.

PROFESSIONAL SERVICES AGREEMENT
(this is an example of required document)

The Agreement is entered into as of the ____ day of ____ 2022, between Zoological Society of Philadelphia (“Zoo”), and _____ (“Vendor”).

- Vendor of Services: Subject to the terms and conditions of this Agreement, the Zoo hereby engages the Vendor to perform the services set forth herein, and the Vendor hereby accepts such engagement. This Agreement may be amended in writing from time to time or supplemented with subsequent estimates for services to be rendered by the Vendor and agreed to by the Zoo. There shall be no changes other than those agreed to in writing and signed by both parties.
- Duties, Terms and Compensation:

DUTIES: The Vendor will:

1. Perform serves as _____.
2. As needed, work with the Zoo’s Vendors including but not limited to _____.
3. Report directly to _____ from the Zoo’s leadership team in connection with the performance of the duties under this Agreement and fulfill any other duties reasonably requested by the Zoo and agreed to by the Vendor.

TERM: This engagement will commence on _____, 2022 and shall continue in full force and effect through _____, 2022.

TERMINATION: This Agreement may be terminated by either party with a 30-day notice. In addition, if the Vendor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the Zoo, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the Zoo at any time may terminate the engagement of the Vendor immediately and without prior written notice to the Vendor. The Agreement may only be extended thereafter by mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement.

COMPENSATION: As full compensation for the services rendered pursuant to this Agreement, the Zoo shall pay the Vendor the sum of \$_____ per day for each day Vendor performs the Duties set forth above. Vendor will provide an invoice to the Zoo for payment of fees.

Vendor agrees, upon notification by the Zoo, to obtain any licenses necessary to perform his/her/its duties under this Agreement.

- Conflicts of Interest, Non-hire Provision: During the term of this Agreement, the Vendor shall devote as much of his/her/their productive time, energy and abilities to the performance of his/her/their duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Vendor is expressly free to perform services for other parties while performing services for the Zoo.

- Right to Injunction: The parties hereto acknowledge that the services to be rendered by the Vendor under this Agreement and the rights and privileges granted to the Zoo under the Agreement are of a special, unique, unusual and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by the Vendor of any of the provisions of this Agreement will call the Zoo irreparable injury and damage.

The Vendor expressly agrees that the Zoo shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by the Vendor. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the zoo may have for damages or otherwise.

The various rights and remedies of the Zoo under this Agreement or otherwise shall be construed to be cumulative, and no one of them shall be exclusive of any other or of any right or remedy allowed by law.

- Merger: The merger or consolidation of the Zoo into or with any other entity shall not terminate this Agreement.
- No Joint Venture: This Agreement shall not render the Vendor an employee, partner, agent of, or joint venture partner with the Zoo for any purpose. The Vendor is and will remain an independent Vendor in his/her/their relationship to the Zoo. The Zoo shall not be responsible for withholding taxes with respect to the Vendor's compensation hereunder. The Vendor shall have no claim against the Zoo hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
- Choice of Law: The laws of the Commonwealth of Pennsylvania shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties hereto.
- Arbitration: Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in Pennsylvania in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.
- Headings: Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.
- Waiver: Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

- Assignment: The Vendor shall not assign any of his/her/their rights under this Agreement, or delegate the performance of any of his/her/their duties hereunder, without the prior written consent of the Zoo.
- Notices: Any and all notices, demands or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served or if deposited in the United States mail. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand, or other communication is given by mail, such notice shall be conclusively deemed give five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand, or other communication is given as follows:

If to the Vendor: {Enter Vendors name and address}

If to the Zoo: The Philadelphia Zoological Society
 3400 West Girard Avenue
 Philadelphia, PA 19104
 Attn: Chief Financial Officer

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

- Modification or Amendment: No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
- Entire Understanding: This document shall constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
- Unenforceability of Provisions: If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as originals.

By: _____

By: _____

{Name of Zoo Rep}

{Title of Zoo Rep}

{Name of Vendor}

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ZOOLOGICAL SOCIETY OF PHILADELPHIA

INSURANCE REQUIREMENTS – VENDORS OTHER THAN CONSTRUCTION

Prior to commencement of any work under the Contract, the Vendor and each and every Sub-Vendor of the Vendor shall, at its sole expense, maintain the following insurance on its own behalf with insurance companies lawfully authorized to do business on an admitted basis in the jurisdiction in which the work is located and furnish to ZOOLOGICAL SOCIETY OF PHILADELPHIA Certificates of Insurance evidencing same. In addition, Vendor is required to forward these Insurance Requirements to the Vendor’s Insurance Agent/Broker for their review and approval.

The term “Vendor” as used in these Insurance Requirements shall mean and include Vendors and Sub-Vendors of every tier.

1. Workers Compensation and Employers Liability: in the State in which the work is to be performed and elsewhere as may be required and shall include, where applicable, U.S. Longshoremen’s and Harbor Workers Coverage.
 - a) Workers Compensation Coverage: Statutory Requirements
 - b) Employers Liability Limits not less than:
 - Bodily Injury by Accident: \$100,000 Each
 - Accident Bodily Injury by Disease: \$100,000 Each
 - Employee Bodily Injury by Disease: \$500,000
 - Policy Limit
 - c) Including Waiver of Right to Recover from Others Endorsement (WC 00 0313) where permitted by state law, naming ZOOLOGICAL SOCIETY OF PHILADELPHIA and any other parent, subsidiary or affiliated entities.
2. Commercial General Liability: (including Premises - Operations, Independent Contractors, Products/Completed Operations, Personal Injury, Broad Form Property Damage, and Explosion, Collapse and Underground Coverages).
 - a) Occurrence Form with the following limits:

(1) General Aggregate:	\$2,000,000
(2) Products/Completed Operations Aggregate:	\$1,000,000
(3) Each Occurrence:	\$1,000,000
(4) Personal and Advertising Injury:	\$1,000,000
 - b) Products/Completed Operations Coverage must be maintained for a period of at least two (2) years after final payment.
 - c) The General Aggregate Limit must apply on a Per Location basis.

ZOOLOGICAL SOCIETY OF PHILADELPHIA

INSURANCE REQUIREMENTS – VENDORS OTHER THAN CONSTRUCTION

- d) Contractual Liability (including Liability for Employee Injury assumed under a contract) provided by the Standard ISO Policy Form CG 00 01. Policy does NOT include the restrictive Endorsement CG 24 26 (Amendment of Insured Contract Definition) or any other provision excluding coverage for ZOOLOGICAL SOCIETY OF PHILADELPHIA’s Sole Negligence which has been assumed by contract.
 - e) Snow Plow Coverage Endorsement CG 22 92 shall be included where applicable.
 - f) Includes Coverage for Abuse/Molestation
3. Liquor Liability if applicable, indicated by an “x” :
- a) Occurrence Form with the following limits:
 - (1) General Aggregate: \$2,000,000
 - (2) Products/Completed Operations Aggregate: \$1,000,000
 - (3) Each Occurrence: \$1,000,000
 - (4) Personal and Advertising Injury: \$1,000,000
 - b) Products/Completed Operations Coverage must be maintained for a period of at least two (2) years after final payment.
 - c) The General Aggregate Limit must apply on a Per Location basis.

ZOOLOGICAL SOCIETY OF PHILADELPHIA

INSURANCE REQUIREMENTS – VENDORS OTHER THAN CONSTRUCTION

4. Automobile Liability:
 - a) Coverage to include:
 - (1) All Owned, Hired and Non-Owned Vehicles (Any Auto)
 - (2) Contractual Liability Coverage (including Liability for Employee Injury assumed under a contract),
 - b) Per Accident Combined Single Limit \$1,000,000

5. Commercial Umbrella Liability:
 - a) Occurrence Limit: \$5,000,000
 - b) Aggregate Limit (where applicable): \$5,000,000
 - c) Policy to apply excess of the Commercial General Liability (following form Per Location Aggregate Limit), Commercial Automobile Liability and Employers Liability Coverages.

6. Property Insurance: Vendor is responsible for any damage to their work, materials, equipment, tools, etc. In addition, the Vendor waives all rights of recovery and shall cause its Insurers to waive their rights of subrogation against ZOOLOGICAL SOCIETY OF PHILADELPHIA and all the Additional Insureds and any of their agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance applicable to the work or any other type of property insurance maintained by Vendor.

7. Property Insurance (if applicable, indicated by an "x"): Vendor will maintain "All Risk" Property Insurance (including Property of Others) with a limit of no less than \$[_____] and Transit Coverage with a limit of no less than \$[_____]. In addition, ZOOLOGICAL SOCIETY OF PHILADELPHIA should be included as a loss payee with respect to [DESCRIBE PROPERTY IN VENDOR'S CARE, CUSTODY AND CONTROL].

ZOOLOGICAL SOCIETY OF PHILADELPHIA

INSURANCE REQUIREMENTS – VENDORS OTHER THAN CONSTRUCTION

8. Professional Liability Coverage (if applicable, indicated by an “x”): Vendor shall maintain insurance covering losses caused by Professional Design Work that arise from the operations described under the scope of services of this Contract.
- a) Per Claim/Aggregate Limit: \$1,000,000/\$1,000,000
 - b) If coverage is written on an Occurrence basis, coverage must be maintained for a period of at least two (2) years after final payment.
 - c) If coverage is written on a Claims-made basis, the Vendor warrants that any retroactive date applicable to the coverage precedes the effective date of this Contract; and that continuous coverage will be maintained for a period of at least four (4) years after final payment to provide two (2) years of completed operations coverage and an additional two (2) years to report claims that are made.
9. Contractors Pollution Liability Coverage (if applicable, indicated by an “x”): Vendor shall maintain insurance covering losses caused by Pollution Conditions that arise from the operations described under the scope of services of this Contract.
- a) Per Claim/Aggregate Limit: \$1,000,000/\$1,000,000
 - b) Coverage for Mold/Fungus Included
 - c) If coverage is written on an Occurrence basis, coverage must be maintained for a period of at least two (2) years after final payment.
 - d) If coverage is written on a Claims-made basis, the Vendor warrants that any retroactive date applicable to the coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained for a period of at least four (4) years after final payment to provide two (2) years of completed operations coverage and an additional two (2) years to report claims that are made

ZOOLOGICAL SOCIETY OF PHILADELPHIA

INSURANCE REQUIREMENTS – VENDORS OTHER THAN CONSTRUCTION

10. Cyber Liability Coverage: Vendor shall maintain insurance with a \$1,000,000 per Claim/Aggregate Limit covering losses for Information Security and Privacy Liability and include ZOOLOGICAL SOCIETY OF PHILADELPHIA (including their agents, employees, representatives, officers, directors, stockholders, members, managers and parent, subsidiary, affiliated and successor companies) as an Additional Insured for liability arising out of Vendor's acts or omissions.
- a) This policy shall also include coverage for Cyber Incident Response Expense, Data Restoration Expense, Cyber Extortion Expense and Regulatory Defense & Regulatory Fines and Penalties Coverage.
 - b) If coverage is written on a Claims-made basis, the Vendor warrants that any retroactive or discovery date applicable to the coverage precedes the effective date of this Contract; and that continuous coverage will be maintained for a period of at least two (2) years after final payment to report claims that are made.
11. Technology Errors and Omissions Coverage (if applicable, indicated by an "x"):
12. Vendor shall maintain insurance with a \$1,000,000 per Claim/Aggregate Limit covering losses caused by: Any error, misstatement, omission, neglect or breach of duty by Vendor or by any person or entity for whom the Vendor is legally liable in the rendering of or failure to render Technology Services, or the failure of Technology Products to perform the function or serve the purpose intended.

ZOOLOGICAL SOCIETY OF PHILADELPHIA

INSURANCE REQUIREMENTS – VENDORS OTHER THAN CONSTRUCTION

- a) If coverage is written on a Claims-made basis, the Vendor warrants that any retroactive or discovery date applicable to the coverage precedes the effective date of this Contract; and that continuous coverage will be maintained for a period of at least two (2) years after final payment to report claims that are made.

13. Aircraft (Including Drones) Liability Coverage (if applicable, indicated by an “x”

- a) Per Occurrence Limit: \$1,000,000
- b) Coverage to be provided for losses that arise from the operations of any Owned, Hired and Non-Owned Aircraft under the scope of services of this Contract.
- c) Subcontractor certifies the operation of unmanned aircraft will comply with all Federal Aviation Administration (FAA), state and local regulations or laws including operator credentialing, scope of permitted drone operations, drone registration and safe operating procedures.

14. Watercraft Liability Coverage (if applicable, indicated by an “x”

- a) Per Occurrence Limit: \$1,000,000
- b) Coverage to be provided for losses that arise from the operations of any Owned, Hired and Non-Owned Watercraft under the scope of services of _____ this Contract.

15. Crime Coverage (if applicable, indicated by an “x”): Vendor/Agent shall maintain Crime

Coverage with a \$1,000,000 Employee Theft Limit, as well as a \$1,000,000 limit for Third Party Client Coverage. Vendor/Agent shall also name ZOOLOGICAL SOCIETY OF PHILADELPHIA as a “Loss Payee” on the Crime Policy.

16. Self-Insured Retentions / Deductibles:

With the exception of Workers Compensation and Employers Liability, none of the Liability policies of insurance required of the Vendor by this agreement shall contain self-insured retentions, deductibles or any other type of retention in excess of \$50,000, unless agreed to in writing by ZOOLOGICAL SOCIETY OF PHILADELPHIA.

ZOOLOGICAL SOCIETY OF PHILADELPHIA

INSURANCE REQUIREMENTS – VENDORS OTHER THAN CONSTRUCTION

17. Financial Rating and Admitted Status of Insurance Companies:
 - a) A.M. Best Rating: A- (Excellent) or Higher
 - b) A.M. Best Financial Size Category: Class VII or Higher
 - c) Insurance companies lawfully authorized to do business on an admitted basis in the jurisdiction in which the work is located

18. To the fullest extent permitted by law, ZOOLOGICAL SOCIETY OF PHILADELPHIA and any other party whom ZOOLOGICAL SOCIETY OF PHILADELPHIA is required to provide Additional Insured Coverage in their Contract (including their agents, employees, representatives, officers, directors, stockholders, members, managers and parent, subsidiary, affiliated and successor companies), shall be added/included as ADDITIONAL INSUREDS even for claims regarding their sole negligence on the above General Liability coverage (by the use of ISO Additional Insured Endorsements CG 2010 10 01 and CG 2037 10 01) and the Umbrella Liability and Pollution Liability coverages described above. In the event the above ISO Additional Insured Endorsements are not available from Vendor's insurance carrier, Vendor may substitute other endorsements which achieve the same effective coverage and attach a copy of the endorsement with Vendor's Certificate of Insurance. The coverage offered to the ADDITIONAL INSUREDS on Vendor's liability policies shall be primary coverage to any other coverage maintained by the ADDITIONAL INSUREDS and shall not permit or require such other coverage to contribute to the payment of any loss. In addition, the ADDITIONAL INSUREDS shall also be provided the same Completed Operations Coverage detailed under the Commercial General Liability Coverage Requirements. Vendor agrees, for the purpose of additional insured coverage only, that the work is being performed for all ADDITIONAL INSUREDS identified above and that this Agreement is an agreement between Vendor and all ADDITIONAL INSUREDS to provide additional insured coverage. Notwithstanding anything to the contrary in the Agreement or in the insurance requirements outlined above, if the Vendor has procured any insurance coverage and/or limits (either on a primary or excess basis) that exceed the minimum acceptable coverage specifications and/or limits set forth in the insurance requirements above, the specified coverage and limits listed within the insurance requirements shall increase to the full extent of the coverage and limits of liability obtained under the policy, and in no event shall the coverage and/or limits provided be less than the minimum insurance requirements outlined above.

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INSURANCE REQUIREMENTS – VENDORS OTHER THAN CONSTRUCTION

19. Any type of insurance or any increase in limits of liability not described above which the Vendor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
20. Waiver of Recovery/Subrogation: The Vendor waives all rights of recovery and shall cause its Insurers to waive their rights of subrogation against ZOOLOGICAL SOCIETY OF PHILADELPHIA and all the Additional Insureds and any of their agents and employees for loss or damage covered by any property insurance maintained by the Vendor whether maintained pursuant to this Agreement or otherwise.
21. The amount of insurance provided in the aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of the Vendor or any of their Sub-Vendors. The carrying of insurance described shall in no way be interpreted as relieving the Vendor of any responsibility or liability under the Contract.
22. Prior to the commencement of work and/or payment, the Vendor shall file Certificates of Insurance with ZOOLOGICAL SOCIETY OF PHILADELPHIA showing the policies, limits, and coverages required under these provisions. Furthermore, Vendor shall provide an updated Certificate of Insurance for ZOOLOGICAL SOCIETY OF PHILADELPHIA upon request. Such Certificates of Insurance should be mailed

within five days of receipt of these insurance requirements to ZOOLOGICAL SOCIETY OF PHILADELPHIA at 3400 West Girard Avenue, Philadelphia, PA 19104, regardless of when Vendor's work will start. Project description and Job Number must be shown on the Certificate of Insurance. Vendor's obligation to provide the insurance set forth herein shall not be waived by any failure to provide a Certificate of Insurance, ZOOLOGICAL SOCIETY OF PHILADELPHIA's acceptance of, or failure to object to, a Certificate of Insurance showing coverage varying from these requirements or by ZOOLOGICAL SOCIETY OF PHILADELPHIA's direction to commence work. Any work performed without furnishing a Certificate of Insurance is at Vendor's sole risk.

In the event of a failure of Vendor to furnish and maintain said insurance and to furnish satisfactory evidence thereof, ZOOLOGICAL SOCIETY OF PHILADELPHIA shall have the right (but not the obligation) to take out and maintain such Insurance as specified above as will protect ZOOLOGICAL SOCIETY OF PHILADELPHIA. Vendor agrees to furnish all necessary information therefore and to pay the cost thereof to ZOOLOGICAL SOCIETY OF PHILADELPHIA immediately upon presentation of an invoice.

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23. In the event that Vendor enters the worksite or delivers or has delivered materials or equipment to the worksite without having first fully executed this Agreement, these Insurance Requirements and the Indemnification Provision set forth in Section 22, below, shall be deemed executed at the time of first entry to the worksite as if a duly authorized representative of Vendor executed the same by affixing a signature hereto.
24. **INDEMNIFICATION:** To the fullest extent permitted by law, Vendor agrees to indemnify, hold harmless and defend **ZOOLOGICAL SOCIETY OF PHILADELPHIA** and their agents, employees, representatives, officers, directors, stockholders, members, managers and parent, subsidiary, affiliated and successor companies and any entity or individual listed on the attached *Schedule of Additional Indemnified Parties* (individually or collectively, the “Indemnified Parties”) from and against any and all liability for loss, damage, expense for which the Indemnified Parties may be held liable or incur by reason of injury or harm (including death) to any person (including Vendor’s employees) or damage to the work or any property of whatsoever kind or nature or as a result of any improper use or disclosure of Personally Identifiable Information, Personal Health Information, or Confidential Corporate Information; Personal Injury/Advertising Injury; Patent Infringement; Economic Loss; Fines/Penalties arising out of or in any manner connected with the work for the Indemnified Parties (including, but not limited to, work under this Contract, work under Change Order, or any such other work for or on behalf of the Indemnified Parties, whether at the site or not or in any way connected with the use, misuse, erection, maintenance, operation or failure of any machinery or equipment whether or not such machinery or equipment was furnished, rented or loaned by any of the Indemnified Parties) even for, and if caused in whole or in part by, any act, omission, negligence, or strict liability of the Indemnified Parties. It is expressly understood and agreed that the indemnity and defense contained in this paragraph covers claims by Vendor’s employees and that Vendor expressly waives any immunity and defense to this indemnification obligation which may arise under the Workers Compensation Act of any State. In addition, Vendor shall defend the Indemnified Parties against any claim which may potentially give rise to indemnification of the Indemnified Parties, even if such claim alleges that the Indemnified Parties are wholly or partially at fault or strictly liable for causing the loss. If Indemnification for the Indemnified Parties’ negligence is expressly prohibited by law, such defense shall continue until it is conclusively established by a court of competent jurisdiction that: 1) the Indemnified Parties are solely liable for causing the loss, damage, expense alleged; and 2) that neither Vendor, nor its employees, nor anyone for whom Vendor may be liable, is liable for causing any part of the loss, damage, expense for which defense and indemnification is sought.

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Vendor and ZOOLOGICAL SOCIETY OF PHILADELPHIA further agree that the Laws of the Commonwealth of Pennsylvania shall apply to the construction and application of the Indemnification and Hold Harmless Agreements set forth above. If any provision herein is found by a court to be invalid or unenforceable for any reason, such provision shall be construed and/or reduced or reformulated by the court in such a way as to make it valid and enforceable to the maximum extent possible. Any invalidity or unenforceability of any provision shall attach only to such provision and shall not affect or render invalid or unenforceable any other provisions herein, shall not constitute a waiver of any common law indemnification rights, or render invalid or unenforceable any other portion of the Vendor Agreement.

25. If there are any damages or claims of any kind or nature unsettled when the work is finished, the final payment by ZOOLOGICAL SOCIETY OF PHILADELPHIA shall be deferred until all such claims shall have been adjusted or suitable coverage or indemnity acceptable to ZOOLOGICAL SOCIETY OF PHILADELPHIA is provided by Vendor or Vendor's insurance carrier.
26. The obligations of the Vendor to maintain Insurance, provide Indemnification and provide a Waiver of Recovery/Subrogation shall survive any termination of this Agreement or the suspension, completion and/or acceptance of the work or any part thereof, or final payment to Vendor, it being agreed that such rights and obligations are and shall be of a continuing nature and effect.
27. In the event that Vendor is requested but refuses to honor its indemnity obligations hereunder or Vendor's insurer refuses to honor its insurance obligations hereunder, then Vendor shall, in addition to its other obligations, pay the cost of bringing any action to enforce Vendor's indemnity obligations or Vendor's insurance company's obligations, including without limitation, attorneys' fees and consultants' fees, expenses and court costs to the party requesting indemnity or insurance coverage.
28. Use of Data, Data Safeguards and Breach Notification: Vendor shall not have access or use of any ZOOLOGICAL SOCIETY OF PHILADELPHIA Data except as set forth in the Contract or to the extent necessary to perform work under the Contract. Vendor shall not disclose any ZOOLOGICAL SOCIETY OF PHILADELPHIA Data to any third party without ZOOLOGICAL SOCIETY OF PHILADELPHIA's prior written consent and the third party's written agreement to safeguard such Data. Vendor shall (a) establish and maintain appropriate administrative, physical and technical safeguards to prevent:

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(i) the destruction, loss, or alteration of ZOOLOGICAL SOCIETY OF PHILADELPHIA Data; and (ii) the unauthorized access to, or use or disclosure of, such data; and (b) establish and maintain network and internet security procedures, protocols, security gateways and firewalls with respect to such data in accordance with good industry practice. Vendor shall notify ZOOLOGICAL SOCIETY OF PHILADELPHIA promptly upon its becoming aware of a “Security Breach” consisting of: (a) any unauthorized possession, use, or knowledge of ZOOLOGICAL SOCIETY OF PHILADELPHIA Data by any person, (b) any attempt by any person to gain possession of ZOOLOGICAL SOCIETY OF PHILADELPHIA Data without authorization, or (c) any attempt to use or acquire knowledge of any ZOOLOGICAL SOCIETY OF PHILADELPHIA Data without authorization. In the event of a Security Breach or reasonably likely Security Breach, Vendor shall notify ZOOLOGICAL SOCIETY OF PHILADELPHIA within two (2) Business Days following discovery or notification of such actual or likely Security Breach. If such actual or likely Security Breach was due to Vendor’s or Vendor personnel’s acts or omissions, Vendor shall (a) investigate and promptly remediate the effects of the actual or likely Security Breach, (b) promptly furnish to ZOOLOGICAL SOCIETY OF PHILADELPHIA full details that Vendor has or may obtain regarding such Security Breach and use reasonable efforts to assist ZOOLOGICAL SOCIETY OF PHILADELPHIA in investigating and preventing its reoccurrence, and (c) cooperate with ZOOLOGICAL SOCIETY OF PHILADELPHIA in any litigation and investigation against third parties deemed reasonably necessary by ZOOLOGICAL SOCIETY OF PHILADELPHIA to protect its proprietary rights.