



PHILADELPHIA PARKING AUTHORITY

REQUEST FOR PROPOSALS

**Construction Management Services
Replace Lights on Arrivals Road
Philadelphia International Airport
Philadelphia, PA
RFP No. 15-09**

**Posted on:
March 6, 2015**

Philadelphia Parking Authority
701 Market Street, Suite 5400
Philadelphia, PA 19106

Joseph T. Ashdale, Chairman
Vincent J. Fenerty, Jr., Executive Director

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The Philadelphia Parking Authority (“PPA”) is a public body politic created under the laws of the Commonwealth of Pennsylvania in accordance with the Act of June 19, 2001, P.L. 287, No. 22, as amended known as the “Parking Authority Law,” located at 701 Market Street Suite 5400, Philadelphia, PA 19106.

The mission of the PPA is to support the region’s economic vitality through the provision of comprehensive parking, regulatory and transportation services. A focus on improved access, greater mobility, and increased vehicular and pedestrian safety are the guiding principles of our programs.

The organization employs over 1,000 people working at various locations such as 701 Market Street (HQ), Philadelphia International Airport, and various facilities located throughout the City of Philadelphia.

The PPA hereby solicits qualification statements and fee proposals from experienced construction management firms (the “Consultant”) for professional services for replacement of the existing overhead lighting on the Arrivals Road at the Philadelphia International Airport in the City of Philadelphia, PA (the “Project”). The purpose of the Project is to replace the existing HID lights with energy efficient fixtures. The source of funds for this project is the PPA’s capital improvements budget.

PPA procurement rules require the PPA to engage in a competitive process for the selection of a Consultant. Proposals received will be reviewed by a selection committee comprised of representatives from the appropriate operating divisions of PPA. The PPA anticipates awarding this contract without delay.

1. Scope of Services

The PPA operates seven structured parking garages at the Philadelphia International Airport.

Arrivals Road (aka Baggage Claim Road), runs underneath the seven parking garages from Garage A to Garage F. The road is lit with approximately 815 ceiling mounted, 400 Watt high pressure sodium, high intensity discharge lights that were installed around 1998. The location of the lights is twenty feet above the busy vehicle lanes making it difficult to maintain them. The PPA will replace all of these existing lighting fixtures with low wattage LED lights on drop pendants, and add an additional 111 lights with new conduit in order to achieve an even distribution of light on the roadway. The project has been designed and bid documents advertised for competitive bidding by qualified, single prime, electrical contractors.

The PPA anticipates that the selected Consultant will provide dedicated full time field inspection and part time office technical support personnel, sufficient to manage the electrical construction contractor.

The construction work will be performed at night between the hours of 11:00 PM and 7:00 AM. The project will begin in early April and finish the last week in June, 2015.

The Consultant will be required to inspect all of the work for conformance with the (L&I) approved plans and specifications, review the contractor’s invoices against work progress, and to make written recommendations for construction progress payments, as well as perform all other required construction phase administrative activities through punch list and close out.

The contract resulting from this RFP will commence as of the date of execution of the contract and will terminate upon completion of the work.

The Consultant's fee shall be based upon hourly rates to a not-to-exceed maximum contract amount.

The PPA will manage the Consultant's work under this contract. The Deputy Executive Director, or his designee, will be responsible for overseeing the activities of the successful Consultant.

2. Submittal Requirements

Please organize your proposal in the following manner. Be sure to address all Tabs as directed.

- 2.1 Cover Letter:** The cover letter shall briefly summarize the respondent's qualifications and past experience relevant to the Project scope. A principal or officer authorized to execute contracts or other similar documents must sign the letter. Name, mailing address, phone, fax, email and website address should be included.
- 2.2 Table of Contents:** Please use the Exhibit A - Submission Checklist as your table of contents. The form can be re-typed or reformatted, but the proposal's content organization shall follow the checklist.
- 2.3 Project Understanding:** Briefly explain your understanding of the Project and the PPA's expectations for a successful project outcome. Identify any potential challenges to success.
- 2.4 Project Approach:** Briefly describe your overall project approach and the work tasks necessary to complete the Project.
- 2.5 Qualifications and Experience:** Provide a brief narrative description of your firm's history and capabilities, including the firm's qualifications and experience addressed specifically to the scope of work required here, and your capability to perform the required services. Describe past performances and your record of successful completion of similar projects, particularly working with the Division of Aviation, City of Philadelphia.
- 2.6 Key Personnel:** List project team key personnel and provide a project staffing plan. Include brief resumes for all individuals listed which outlines education, work history, length of tenure, and relevant experience with similar projects, etc. Key personnel shall be available to commence work immediately upon award of contract. Please do not list firm personnel who will not be assigned to the Project.
- 2.7 References:** Include current contact information for a minimum of three (3) client references. Please include name, title, organization, mailing address, telephone number and email address. With this submission, the respondent grants the PPA permission to contact the references.
- 2.8 PPA Conflict of Interest Form:** The respondent must complete the attached PPA conflict of interest form Exhibit C. This includes the conflict of interest statement, which identifies any past, current or anticipated contractual or financial relationship with the PPA, its staff or board members as well as the City of Philadelphia or any other contractual or financial relationship that may give the appearance of a conflict of interest.
- 2.9 Fee Proposal:** Provide a proposed fee for all required construction phase administration and inspection services. The fee proposal should illustrate the anticipated level of effort by

showing the utilization of the key personnel and their hours and hourly rates. Also include a per diem rate schedule for key personnel showing the hourly billing rates of the individuals. Include a budget and unit cost rate schedule for anticipated direct expenses. The Authority will reimburse the Consultant only for actual out-of-pocket direct expenses.

Separate envelope: Submit the fee proposal on the same deadline in a separate envelope, clearly marked with RFP No. 15-09, the name of the Project, and the name of your firm.

3. Submittal Instructions

3.1 Overview of RFP timeline:

Event	Date	Time
Notice of Opportunity Posted	March 6, 2015	
Documents available for download	March 9, 2015	
Mandatory Site Walk-through	March 13, 2015	10:00 AM
Deadline for Questions	March 20, 2015	11:00 AM
Submission Due	March 27, 2015	2:00 PM

The PPA reserves the right, at its sole discretion, to alter this schedule as it deems necessary or appropriate.

3.2 Mandatory registration.

Interested firms can obtain the documents by downloading them after first registering as an interested respondent with Mary Wheeler, MWheeler@philapark.org.

Respondents must register in order to bid.

3.3 Mandatory Scheduled Site Visit:

The PPA will conduct a Pre-proposal meeting and walk-through of the site. If applicants do not attend this mandatory walk-through, their proposal will not be considered. Questions will be noted but not answered verbally at the walk through. See section 3.4 below concerning questions.

Date: Friday, March 13, 2015 **Time:** 10:00 AM

Location: The mandatory pre-proposal meeting will take place at the PPA Airport Operations Administration Building
1 Main Toll Plaza, Philadelphia International Airport
Philadelphia, PA 19153.

Directions: Exit I-95 for "Airport Arrivals". Bear left for "Rental Cars/Garages/Marriott". Continue past parking garages and rental car lots. Administration Building is on the right, just past the toll plaza. Park in the Administration Building lot.

Note: In the event of inclement weather, please call 267-398-4558 the morning of the walk-through to confirm that it has not been delayed or rescheduled.

3.4 Questions / Inquiries:

After the date of the advertisement, Respondents shall not discuss this Project and/or this RFP solicitation with any PPA employee other than Mary Wheeler. All questions shall be directed in writing via e-mail to **Mary Wheeler** MWheeler@philapark.org by the deadline date for questions. Questions will not be answered by telephone. Answers to the questions will be provided to all registered respondents by e-mail.

- 3.5 Due Date and Time:** An original, unbound proposal plus six (6) copies (no more than 12 pages, not including exhibits), and an electronic copy (.pdf) must be received by the PPA on or before:

Friday, March 27, 2015, by 2:00 PM.

Late submittals will not be accepted. Incomplete proposals will not be reviewed.

Applicants may hand deliver or send proposals via registered mail to:

Mary Wheeler
Manager Contract Administration
The Philadelphia Parking Authority
Mellon Independence Center - Suite 5400
701 Market Street
Philadelphia, PA 19106

- 3.6 Presentations / Interviews:** At the discretion of the selection committee, applicants may be asked to participate in interviews. If interviews are held, only those proposals determined by the selection committee to be offering the most value to the PPA will be considered for an interview.

4. Evaluation Criteria

This is a professional services contract. Therefore, the PPA intends to award one contract to the Consultant who best demonstrates the level of experience, skill and competence required to perform the services called for in this RFP in the most efficient, cost-effective, and professional manner, thereby presenting the greatest value to the PPA.

The evaluation committee will review the proposals against the following criteria:

- 4.1 **Project Understanding, Project Approach, and Schedule.** Clear understanding of the Consultant's roles and responsibilities, project goals, program requirements, work plan, and timeline. 20%
- 4.2 **Consultant's Experience:** Demonstrated experience on projects of similar scope and scale. Experience of a successful track record with similar or local agencies and a working knowledge of City of Philadelphia requirements is preferred. 25%
- 4.3 **Key Personnel.** Commitment of the firm's principal leadership to this project. 25%
- 4.4 **Best Value for the PPA:** Proposals that reflect demonstrated competency with competitive fees for services. 30%

5. Reservation of Rights

By submitting a proposal in response to this RFP, a Respondent affirmatively acknowledges: (i) its acceptance of the terms and conditions of this RFP; (ii) the PPA may exercise in its sole discretion the following rights; and (iii) the PPA may exercise the following rights at any time and without notice to any Applicant.

1. to reject any and all responses;
2. to supplement, amend, substitute, modify or re-issue the RFP with terms and conditions materially different from those set forth here;
3. to cancel this RFP with or without issuing another RFP;
4. to extend the time period for responding to this RFP;
5. to solicit new proposals;
6. to conduct personal interviews with any Respondent to assess compliance with the selection criteria;
7. to request additional material, clarification, confirmation or modification of any information in any and all proposals;
8. to negotiate any aspect of a proposal, including price;
9. to terminate negotiations regarding any and all proposals at any time;
10. to expressly waive any defect or technicality in any proposal;
11. to rescind a selection prior to contract execution if the PPA determines that the proposal does not conform to the specifications of this RFP;
12. to rescind a selection prior to contract execution if the PPA determines that the specifications contained in this RFP are not in conformity with law or that the process in selection of a proposal was not in conformity with law or with the legal obligations of the PPA;
13. to not appropriate funding as a result of this RFP, or to appropriate funding only in part;
14. in the event a contract is awarded, the successful Applicant or Applicants shall procure and maintain during the life of the contract, all insurances in an amount to be determined prior to the award of any contract;
15. in the event a contract is awarded, all Applicants agree to perform their services as an independent contractor and not as an employee or agent of the PPA;
16. in the event a contract is awarded, all Applicants agree that no portion of performance of the contract shall be subcontracted without the prior written approval of the PPA; and
17. each Applicant agrees to indemnify, protect and hold harmless the PPA from any and all losses, injuries, expenses, demands and claims against the PPA or the City of Philadelphia sustained or alleged to have been sustained in connection with or resulting from (i) the submission of the Applicant's proposal; (ii) the delivery by the Applicant to the PPA of any other documents or information; and (iii) any other conduct undertaken by the Applicant in furtherance of or in relation to the Applicant's proposal. Each Applicant agrees that its duty to indemnify and hold harmless shall not be limited to the terms of any liability insurance, if any, required under this RFP or subsequent contract.

6. Standard Contract and Insurances

A sample of the PPA standard contract is attached as Exhibit E. Please review the contract carefully. Any exceptions or requested changes to the contract must be clearly noted in the proposal in order to be considered.

The Consultant must be willing to work pursuant to the PPA's contract terms and conditions which include, without limitation, non-discrimination requirements, indemnification of the PPA, and insurance requirements as outlined in Exhibit F. The successful respondent(s) will be required to procure and maintain, at its sole cost and expense, the types and minimum limits of insurance as described in Exhibit F, on the terms specified; provided, however, that the Authority may, at its sole discretion, establish different minimum limits based on the final scope of work for the project.

7. MBE/WBE/DBE/DSE PARTICIPATION

The PPA strongly encourages the meaningful participation of Disadvantaged Minority Business Enterprises ("M-DBE"), Disadvantaged Women Business Enterprises ("W-DBE") and Disadvantaged Disabled Business Enterprises ("DS-DBE").

The PPA requires that each respondent submit as part of its proposal either a "Solicitation for Participation Form" or a "Request for a Waiver". The PPA requests that prospective responder`s actively seek qualified M-DBE/W-DBE/DS-DBE firms to participate in this proposal opportunity.

A copy of the "Solicitation for Participation Form" is included in this RFP as Exhibit D.

A copy of a "Request for Waiver" can be obtained by e-mailing Mary Wheeler MWheeler@philapark.org.

Failure to submit a completed Solicitation for Participation Form or a Request for Waiver may result in the rejection of the proposal.

The selected Consultant will be required to submit copies of signed contracts with M-DBE/W-DBE/DS-DBE sub-consultant firms to Mary Wheeler, The Philadelphia Parking Authority, Mellon Independence Center, 701 Market Street, Suite 5400, Philadelphia, PA 19106, prior to requesting payment for work performed by said sub-consultant firms.

The PPA has established the following participation goals for this RFP:

M-DBE: 10%-15%

W-DBE: 5%- 10%

DS-DBE: 2%-5%

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**Exhibit A
Submittal Checklist**

Cover Letter

Table of Contents

Project Understanding

Project Approach

Qualifications and Experience

Key Personnel

References

Attachments:

PPA Conflict of Interest Form

Solicitation for Participation Form OR Request for Waiver

Fee Proposal (Separate Envelope)

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**Exhibit B
Qualifications and Scope of Work**

B.1. Qualifications

B.1.a. Firm Experience

In order to be considered qualified, firms should clearly demonstrate that they have successfully performed similar services, construction management for a fee, including inspection and administration, at the Philadelphia International Airport, within the last five years, on projects of \$2 million in construction cost or larger.

B.1.b. Staff Experience

The proposed inspector should have a minimum of ten years' experience performing full time field inspection, and should be appropriately credentialed. A significant amount of the candidate's experience should be with electrical construction. Ideally, a significant amount of his/her experience would be at the Philadelphia International Airport. The proposed project executive and office support personnel shall also have appropriate qualifications, credentials, and experience with similar work.

B.2.a. Scope of Work

The Consultant shall be responsible for all inspection and administration tasks to ensure successful completion of the work in accordance with the plans and specifications. Without intending to limit those duties, the following activities are anticipated:

Full time on site construction inspection.
Verify the measurement of all quantities.
Conduct pre-construction and periodic coordination meetings (not less than weekly).
Prepare and distribute the minutes of the meetings.
Answer all requests for information from the contractor (RFIs). Maintain a log.
Receive and forward shop drawings to the design engineer for review. Maintain a log.
Change order request evaluation. Make written recommendations.
Review of contractor's progress payment applications.
Written recommendations for contractor's progress payments.
Punch list preparation and project close out.

B.2.b. Proposed Staffing and Fees

See attached sample proposal worksheet. Proposers should modify the staffing levels and hours to reflect their firm's project approach.

WORK NOTES

- ① ELEC PNLS FOR A-WEST LIGHTS LPC1, LPC2, LPN1, LPD1
- ② EMERGENCY PANELS FOR A-WEST LPE1,
- ③ LIGHTING PANELS FOR A-B GARAGE GROUND LEVEL ROAD LIGHTS. LIGHTING PANELS ARE LW-1, LW-2, AND LW-3.
- ④ LIGHTING PANELS FOR GARAGE B GROUND LEVEL ROAD LIGHTS. LIGHTING PANELS ARE LE-1, LE-2, LE-2 AND EMW.
- ⑤ LIGHTING PANELS FOR GARAGES C AND D ARE LOCATED IN AN ELECTRICAL RM BEHIND THE STAIRCASE ON FIRST PARKING LEVEL AND NOT THE GROUND LEVEL.
- ⑥ LIGHTING PANELS FOR GARAGES E AND F ARE LOCATED IN AN HELIX E-F ELECTRICAL RM ON GROUND LEVEL.

SCOPE OF WORK

PROVIDE ALL LABOR AND MATERIALS AS SPECIFIED IN THE CONTRACT DOCUMENTS AND AS OUTLINED BELOW:

1. REMOVE EXISTING HID LIGHT FIXTURES, BRACKETS, AND FASTENERS ON PHL ARRIVALS RD AS SHOWN ON LIGHTING PLAN. PATCH AND SEALS ANY HOLES WITH CONCRETE.
2. IDENTIFY FIXTURES IN GOOD WORKING ORDER AND SALVAGE 30 FIXTURES FOR PPA AND TRANSPORT TO STORAGE AT PHL AS DIRECTED BY PPA. ALL REMAINING FIXTURES THAT ARE REMOVED SHALL BE DISPOSED OR RECYCLED.
3. SUPPLY AND INSTALL NEW LED PENDANT MOUNT CANOPY LIGHT FIXTURES AS SPECIFIED ON CONTRACT DOCUMENTS AT THE SAME LOCATION AS EXISTING FIXTURES.
4. RE-USE ALL EXISTING WIRING, CONDUITS, AND PANELS SHALL REMAIN UNLESS OTHERWISE NOTED.
5. ADDITIONAL LIGHT FIXTURES ARE ADDED IN NEW LOCATIONS AS SHOWN ON THE LIGHTING PLAN. THESE NEW ADDITIONAL FIXTURES SHALL REQUIRE NEW CONDUITS, CABLES, CONNECTORS, AND JUNCTION BOXES AS REQUIRED AND SPLICED TO THE NEAREST LIGHTING CIRCUIT AS SHOWN ON THE LIGHTING PLAN.
6. VERIFY ALL CIRCUITS ON ARRIVALS ROAD TO A PANEL IN THE ELECTRICAL ROOMS AS SHOWN ON THIS PLAN.
7. VERIFY ALL CIRCUITS ARE FUNCTIONAL PRIOR TO PERFORMING ANY NEW WORK.

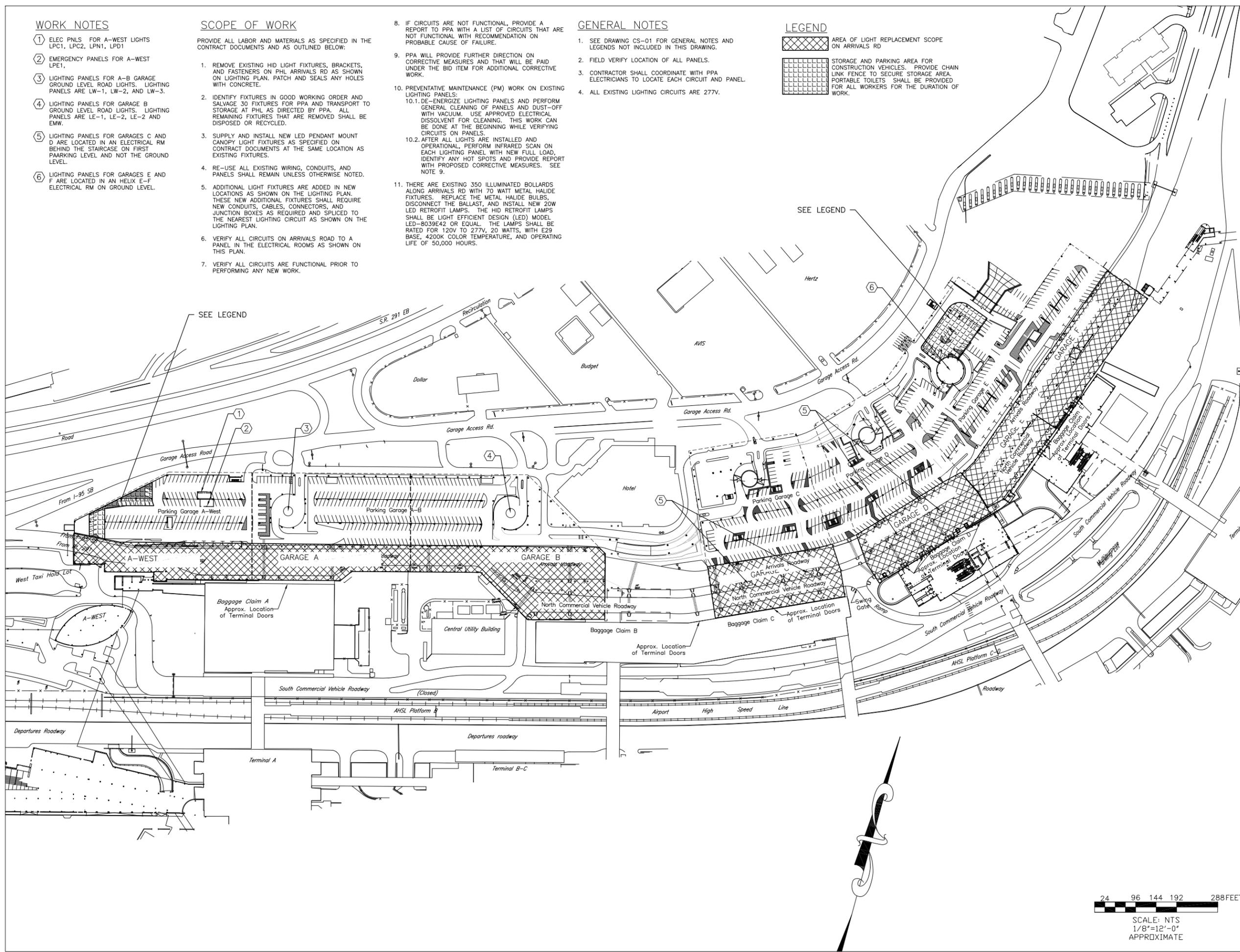
GENERAL NOTES

8. IF CIRCUITS ARE NOT FUNCTIONAL, PROVIDE A REPORT TO PPA WITH A LIST OF CIRCUITS THAT ARE NOT FUNCTIONAL WITH RECOMMENDATION ON PROBABLE CAUSE OF FAILURE.
9. PPA WILL PROVIDE FURTHER DIRECTION ON CORRECTIVE MEASURES AND THAT WILL BE PAID UNDER THE BID ITEM FOR ADDITIONAL CORRECTIVE WORK.
10. PREVENTATIVE MAINTENANCE (PM) WORK ON EXISTING LIGHTING PANELS:
 - 10.1. DE-ENERGIZE LIGHTING PANELS AND PERFORM GENERAL CLEANING OF PANELS AND DUST-OFF WITH VACUUM. USE APPROVED ELECTRICAL DISSOLVENT FOR CLEANING. THIS WORK CAN BE DONE AT THE BEGINNING WHILE VERIFYING CIRCUITS ON PANELS.
 - 10.2. AFTER ALL LIGHTS ARE INSTALLED AND OPERATIONAL, PERFORM INFRARED SCAN ON EACH LIGHTING PANEL WITH NEW FULL LOAD, IDENTIFY ANY HOT SPOTS AND PROVIDE REPORT WITH PROPOSED CORRECTIVE MEASURES. SEE NOTE 9.
11. THERE ARE EXISTING 350 ILLUMINATED BOLLARDS ALONG ARRIVALS RD WITH 70 WATT METAL HALIDE FIXTURES. REPLACE THE METAL HALIDE BULBS, DISCONNECT THE BALLAST, AND INSTALL NEW 20W LED RETROFIT LAMPS. THE HID RETROFIT LAMPS SHALL BE LIGHT EFFICIENT DESIGN (LED) MODEL LED-8039E42 OR EQUAL. THE LAMPS SHALL BE RATED FOR 120V TO 277V, 20 WATTS, WITH E29 BASE, 4200K COLOR TEMPERATURE, AND OPERATING LIFE OF 50,000 HOURS.

LEGEND

-  AREA OF LIGHT REPLACEMENT SCOPE ON ARRIVALS RD
-  STORAGE AND PARKING AREA FOR CONSTRUCTION VEHICLES. PROVIDE CHAIN LINK FENCE TO SECURE STORAGE AREA. PORTABLE TOILETS SHALL BE PROVIDED FOR ALL WORKERS FOR THE DURATION OF WORK.

1. SEE DRAWING CS-01 FOR GENERAL NOTES AND LEGENDS NOT INCLUDED IN THIS DRAWING.
2. FIELD VERIFY LOCATION OF ALL PANELS.
3. CONTRACTOR SHALL COORDINATE WITH PPA ELECTRICIANS TO LOCATE EACH CIRCUIT AND PANEL.
4. ALL EXISTING LIGHTING CIRCUITS ARE 277V.



PRIME CONSULTANT - ELECTRICAL ENGINEERING
J. J. Grace Enterprises, Inc.
 P.O. BOX. 52554
 PHILADELPHIA, PA 19115
 TEL: 215-677-1717
 FAX: 215-677-0537
 WWW.TJGRACE.COM

SUB-CONSULTANT - TRAFFIC ENGINEERING
 **JOHNSON, MIRMIRAN & THOMPSON**
 Engineering a Brighter Future™
 1000 Locust Street, Suite 1000 Philadelphia PA 19106

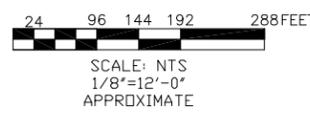
PROFESSIONAL SEAL

ISSUE	BY	DATE	DESCRIPTION
1	TJG	02/23/15	90 % SUBMISSION FOR REVIEW
2	TJG	03/02/15	ISSUE FOR BID

PHILADELPHIA PARKING AUTHORITY
 PHILADELPHIA, PA
 REPLACE LIGHTS
 ON ARRIVALS ROAD
 PHILADELPHIA INTERNATIONAL AIRPORT

OVERALL SITE PLAN

SCALE:	DATE:	DRAWN BY:
AS SHOWN	MARCH 2, 2015	JSV
PPA BID NO.:	PROJECT NO.:	CHECKED BY:
15-02	XXX	JSV



E-0

EXHIBIT C

Conflict of Interest Policy

The Philadelphia Parking Authority ("Authority") is a public body corporate and politic, exercising public powers of the Commonwealth of Pennsylvania as an agency of the Commonwealth. As an agency charged with enforcement of the law, and with the implementation of many public projects, the Authority must strive to ensure that its actions, as well as those of its directors, officers, employees, legal counsel, consultants, and independent contractors are ethical, honest, and above board. The integrity and good reputation of the Authority are crucial elements of its Mission Statement. Therefore, the Authority's Board of Directors, for themselves and for the directors, officers, employees, legal counsel, consultants, and independent contractors of the Authority, has adopted this Conflict of Interest Policy designed to preclude any material conflict of interest or impropriety with respect to the duties and activities of such persons or entities relating to the Authority.

A. **DEFINITIONS.** The following words and phrases when used in this Policy shall have, unless the context clearly indicates otherwise, the following meaning:

1. **"Disclosure."** A full written account of any actual or potential Adverse Interest.

2. **"Adverse Interest."** The disposition of a Covered Person who:

- a) Has a personal or extracurricular financial interest in a Project;
- b) Has a member of the immediate family or immediate family of their spouse or domestic partner who has a personal or extracurricular financial interest in a Project;
- c) Has an employer-employee, partnership, agency, lender or borrower, fiduciary, legal, or beneficiary ownership relationship with a party financially interested in a Project;
or
- d) Might reasonably be expected to be influenced in the discharge of the Covered Person's official duties with the Authority, by the Authority's role in any portion of any Project.

3. **"Covered Person."** Any Member, director, officer, employee, legal counsel, consultant, auditor, or independent contractor who acts or seeks to act at the direction of the Authority or on the Authority's behalf.

4. **"Project."** Any initiative, procurement, endeavor, transaction, activity or legal matter to which the Authority has any interest.

5. **"Board."** The duly appointed and serving body comprised of the Members of the Board of Directors of The Philadelphia Parking Authority.

6. **"Member."** Any individual having been duly appointed and currently serving as prescribed by the Act of 2001, June 19, P.L. 287, No. 22, as amended, on the Board.

7. **"Immediate Family."** Spouse or domestic partner, Parent, Grandparent, Great-Grandparent, Great-Great Grandparent, Children, Siblings (including "half" and step-siblings), Uncles/Aunts, Grand Uncles/Aunts, Grandchildren, Nephews/Nieces, First Cousins, Great-Grandchildren, Grand Nephews/Nieces.

B. STATEMENT OF POLICY.

1) **Policy Statement.** In conducting official Authority duties any Covered Person shall be held to the standards of ethics, loyalty, honesty, integrity and fair dealing described herein' and shall at all times act in the best interest of the Authority.

2) **Disclosure of Conflict of Interest.**

- (a) A Covered Person, other than a Member, who has an Adverse Interest in any Project, shall complete the required Disclosure as to the nature and extent of the Adverse Interest and deliver it to the Executive Director of the Authority, or, if the Executive Director has or is believed to have an Adverse Interest, to the Chairman of the Board, and must abstain from any deliberations or decision making process in any manner related to that Project, all as more fully set forth in Section 3 below.
- (b) In the event that the Executive Director receives a Disclosure or that the Executive Director has an Adverse Interest, the required Disclosure shall be reported to the Board at the first immediately following regularly scheduled or intervening special, Board meeting.
- (c) A Member who has an Adverse Interest in any Project, shall complete the required Disclosure as to the nature and extent of the Adverse Interest and present that Disclosure to the Chairman of the Board or, if the Chairman has or is believed to have an Adverse Interest, to the Secretary of the Board, at the first immediately following regularly scheduled, or intervening special, Board meeting.
- (d) In the event that the appearance of propriety or prudent management dictates that a Disclosure to the Board be made sooner than the first immediately following regularly scheduled, or intervening special, Board meeting, the Disclosure shall be made immediately to the Chairman, or otherwise ranking Member believed to have no Adverse Interest in the subject matter of the Disclosure.
- (e) The Executive Director or Board shall take such action which is necessary in light of the facts revealed by the Disclosure to avoid a conflict of interest or impropriety with regard to a Project
- (f) The Disclosure, and the action by the Board, shall be made a part of the minutes at the next regular, or intervening special, Board meeting.
- (g) In the event any Covered Person is uncertain as to whether he, she or it has an Adverse Interest under Section B(2) above, such Covered Person shall make a full Disclosure concerning the potential conflict of interest to the Executive Director of the Authority,

or, if the Executive Director has or is believed to have an Adverse Interest, to the Chairman of the Board or otherwise ranking Member believed to have no Adverse Interest in the subject matter of the Disclosure.

3) **Obligation to Abstain in the Event of an Adverse Interest.** In the event of any Adverse interest requiring Disclosure by a Covered Person under Section 2 above, such Covered Person after first having disclosed the Adverse Interest as described above, shall:

- (a) Refrain from participating in any deliberations related to the subject matter of the Disclosure;
- (b) In the case of a Member, abstain from voting on or lobbying on behalf of any matter related to the subject matter of the Disclosure; and
- (c) At the request of the Chairman, or ranking Member having no Adverse Interest in the subject matter of the Disclosure, leave the meeting room during the Board's deliberation and vote regarding any matter related to the subject matter of the Disclosure.

4) **Prohibited Activities.**

- (a) No Member, director, officer, or employee of the Authority may solicit, accept or receive from a person, firm, corporation or other business or professional entity or organization a gift, loan, gratuity, favor or service in excess of \$250.00 per annum without prior approval, that might reasonably influence his or her position in the discharge of his or her official duties concerning a project or any other activities of the Authority. However, acceptance of food, refreshment of nominal value on infrequent occasions in the ordinary course of a luncheon or dinner meeting or other meeting shall not be deemed a "gift, loan, gratuity, favor or service" for purposes of this section.
- (b) No Covered Person may directly or indirectly use for personal gain any information not available to the public concerning a Project which comes to him, her or it as a result of affiliation with the Authority, nor may such person or entity provide that information to others not expressly authorized in advance by the Board to receive such information
- (c) No director, officer or employee shall engage in any employment, consulting, advisory or similar activity which is in material conflict with the interest of the Authority.

5) **Communication and Affirmation of Policy.**

- (a) The Authority shall deliver a copy of this Conflict of Interest Policy to every Covered Person. A copy of this policy, or a summary thereof, shall be included in the documentation of each proposed Project.
- (b) Each Covered Person shall deliver to the Executive Director of the Authority positive written affirmation of adherence to the Conflict of Interest Policy by executing the Acknowledgment and acceptance of the Policy.

- (c) Each Covered Person that attends, on average, four (4) or more Board Meetings each fiscal year shall provide to the Authority's Executive Director a copy of an annual Financial Interest Disclosure Statement in the form then required by the Authority, and which may be in addition to any requirements of Pennsylvania's Public Official and Employee Ethics Act, which this Policy is intended to supplement.
- (d) Any candidate for appointment to the Board shall be given a copy of this policy in advance of appointment and shall affirm his or her support of it prior to appointment; and any newly appointed, retained or hired Covered Person shall be advised, prior to appointment, hiring or retention, of this policy and each shall affirm his or her or its support thereof prior to appointment, hiring or retention, of this policy and each shall affirm his or her or its support thereof prior to appointment, hiring or retention.

6) Remedies.

The failure to make any required Disclosure under this policy or any other breach of this policy is grounds for disciplinary action by the Authority against the Covered Person, which disciplinary action may include removal from the Board or termination of the individual's employment, consulting or other contract or arrangement, and is grounds for disapproval of an application or rescission of a Project by the Authority. The remedies provided herein shall be in addition to any other legal remedies available to the Authority.

Acknowledgment and Acceptance of Conflict of Interest Policy

_____ I have read and understand the Conflict of Interest Policy. I acknowledge that there are no current Projects, which do or may represent an Adverse Interest as defined in the Conflict of Interest Policy of which I have not provided proper notice as required by law and/or this Conflict of Interest Policy. Further, I acknowledge that I must make a Disclosure to the Executive Director or as otherwise set forth in Section B(2) of the Conflict of Interest Policy, of any Project which might be covered by the Conflict of Interest Policy. Finally, I understand that failure to comply with the Conflict of Interest Policy will damage the Authority and its activities, and the remedies set forth in the Conflict of Interest Policy are appropriate.

Date: _____

Print Name: _____

Signature: _____

Name/Company: _____

**SOLICITATION FOR PARTICIPATION AND COMMITMENT
FORM (BIDS)
DISADVANTAGED BLACK (B-DBE), DISABLED (DS-DBE), MINORITY (M-DBE),
AND WOMEN (W-DBE) OWNED BUSINESSES**

**THE PHILADELPHIA PARKING AUTHORITY
MINORITY AND DISADVANTAGED BUSINESS
PARTICIPATION PROGRAM**

Bid Number	Name of Bidder	Date of Bid Opening	No. of Copies Submitted Page ___ of ___
See Instructions: Complete one or more forms for each type of disadvantaged business participation required: check one: <input type="checkbox"/> DS-DBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE <input type="checkbox"/> B-DBE			

For the type of disadvantaged business checked, list below all the certified firms that were solicited whether or not a commitment was made.
Photocopy this form as necessary.

Disadvantaged Business Information	Type of Work or Materials	Date Solicited		Commitment Made		Give reason(s) if no commitment made or no quote received:	
		Phone	Mail	Yes (Date)	No		
Company Name							
Address							
Contact Name		Quote Received			Am't Committed		
Telephone No.		Yes	No		\$ _____ %		<i>percentage of total bid</i>
MBEC Certification No.							
Disadvantaged Business Information	Type of Work or Materials	Date Solicited		Commitment Made		Give reason(s) if no commitment made or no quote received:	
Company Name		Phone	Mail	Yes (Date)	No		
Address							
Contact Name		Quote Received			Am't Committed		
Telephone No.		Yes	No		\$ _____ %		<i>percentage of total bid</i>
MBEC Certification No.							

Disadvantaged Business Information		Type of Work or Materials		Date Solicited		Commitment Made		Give reason(s) if no commitment made or no quote received:		
Company Name				Phone		Yes (Date)				
Address				Mail		No				Am't Committed to
Contact Name				Quote Received						
Telephone No.				Yes		No				
MBEC Certification No.								\$ % <i>percentage of total bid</i>		
Disadvantaged Business Information		Type of Work or Materials		Date Solicited		Commitment Made		Give reason(s) if no commitment made or no quote received:		
Company Name				Phone		Yes (Date)				
Address				Mail		No				Am't Committed to
Contact Name				Quote Received						
Telephone No.				Yes		No				
MBEC Certification No.								\$ % <i>percentage of total bid</i>		
Disadvantaged Business Information		Type of Work or Materials		Date Solicited		Commitment Made		Give reason(s) if no commitment made or no quote received:		
Company Name				Phone		Yes (Date)				
Address				Mail		No				Am't Committed to
Contact Name				Quote Received						
Telephone No.				Yes		No				
MBEC Certification No.								\$ % <i>percentage of total bid</i>		

**Request for Proposals
Construction Management Services
Replace Lights on Arrivals Road
Philadelphia International Airport
Philadelphia, PA
RFP No. 15-09**

Exhibit E

Proposed sample of Consultant's Contract

(Provided by PPA Legal Department)

Exhibit F

THE PHILADELPHIA PARKING AUTHORITY INSURANCE AND INDEMNIFICATION REQUIREMENTS

PAGE 1 OF 4

Prior to commencement of the contract and until completion of your work, _____ shall, at its sole expense, maintain the following insurance on it's own behalf, with an insurance company or companies having an A.M. Best Rating of "A-: Class VII" or better, and furnish to The Philadelphia Parking Authority Certificates of Insurance evidencing same. Coverage must be written on an "occurrence" basis (exception – professional and environmental/pollution liability may be written on a "claims-made basis) and shall be maintained without interruption through the entire period of this agreement.

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:	\$500,000 Each Accident
Bodily Injury by Disease:	\$500,000 Each Employee
Bodily Injury by Disease:	\$500,000 Policy Limit

2. Commercial General Liability: including Premises-Operations, Independent Contractors, Products/Completed Operation, Broad Form Property Damage, Contractual Liability (including Liability for Employee Injury assumed under a Contract), and Personal Injury Coverage.
 - 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
(5) Fire Damage (any one fire):	\$ 50,000
(6) Medical Expense (any one person):	\$ 10,000
 - b) General Aggregate must apply on a Per Location Basis
 - c) Owner must be named as additional insured as shown in requirement #9.

3. Automobile Liability: (Note: if no owned vehicles, show at least hired and non owned coverage)
 - a) Coverage to include:
 - (1) All Owned, Hired and Non-Owned Vehicles
 - (2) Contractual Liability Coverage (including Liability for Employee Injury assumed under a Contract)
 - b) Per Accident Combined Single Limit: \$1,000,000
 - c) Owner must be named as additional insured as shown in requirement #9.

THE PHILADELPHIA PARKING AUTHORITY
INSURANCE AND INDEMNIFICATION REQUIREMENTS
PAGE 2 OF 4

4. Excess / Umbrella Liability Insurance with a minimum acceptable limit of coverage of \$5,000,000 (or the final limit decided to be appropriate) per occurrence and aggregate. Such coverage shall be excess of the general liability insurance, business auto liability insurance, and employers liability as required by this contract. Owner must be named as additional insured as shown in requirement #9.
5. If professional services are involved - Professional (E&O) Liability Insurance with minimum acceptable limits of \$1,000,000 per claim, \$2,000,000 aggregate. Claims-made is acceptable.
6. If any work involves or includes handling, transporting, disposing or performing work or operations with hazardous substances or constituents, contaminants, waste, toxic materials, or any potential pollutants – Environmental/Pollution Liability Insurance with minimum acceptable limits of \$3,000,000 per occurrence. Owner must be named as additional insured as shown in requirement #9. Claims-made is acceptable.
7. Deductibles or Self Insured Retention's: "if applicable"
None of the policies of insurance required by this agreement shall contain deductibles or self-insured retention's in excess of \$25,000. _____ is responsible to pay any and all deductibles and/or self-insured retentions that may apply to the required insurance.
8. Financial Rating of Insurance Companies:
 - a) A.M. Best Rating: A- (Excellent) or Higher
 - b) A.M. Best Financial Size Category: Class VII or Higher
9. The Philadelphia Parking Authority, The City of Philadelphia, The Commonwealth of Pennsylvania its agents, employees, representatives, officers and directors individually and collectively, shall be added as ADDITIONAL INSURED on the policies as noted above even for claims regarding their Sole Negligence. _____'s coverage shall be primary and non-contributory to any other coverage available to Philadelphia Parking Authority, including, without limitation, coverage maintained by Philadelphia Parking Authority wherein Philadelphia Parking Authority is named insured, and that no act of omission shall invalidate the coverage.
10. It is agreed that _____ insurance will not be cancelled, materially changed or non-renewed without at least thirty (30) days written notice to The Philadelphia Parking Authority, 701 Market Street, Suite 5400, Philadelphia, PA 19106, by Certified Mail-Return Receipt Requested.

THE PHILADELPHIA PARKING AUTHORITY
INSURANCE AND INDEMNIFICATION REQUIREMENTS

PAGE 3 OF 4

11. Waiver of Rights of Recovery and Waiver of Rights of Subrogation:
- a) _____ waives all rights of recovery against The Philadelphia Parking Authority and all additional Insureds for loss or damage covered by any of the insurance maintained by _____ pursuant to this Contract.
 - b) _____ and its respective insurance carriers hereby waive all rights of subrogation against The Philadelphia Parking Authority and all additional insureds for loss or damage covered by any of the insurance maintained by _____ Pursuant to this contract.
 - c) If any of the policies of insurance required under this Contract require an endorsement to provide for the waiver of subrogation set forth in b, above, then the named insured's of such policies will cause them to be endorsed.
12. 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 _____.
- None of the requirements contained herein as to the types, limits, or Philadelphia Parking Authority's approval of insurance coverage to be maintained by _____ are intended to and shall not in any manner, limit, qualify, or quantify the liabilities and obligations assumed by _____ under the Contract Documents, any other agreement with _____, or otherwise provided by law.
13. Any type of insurance or any increase in limits of liability not described above which the Authority requires for its own protection or on account of statue shall be its own responsibility and at its own expense.
14. The carrying of insurance shall in no way be interpreted as relieving _____ of any responsibility or liability under the contract.
15. Prior to the commencement of work or use of premises, _____ shall file Certificates of Insurance with The Philadelphia Parking Authority, which shall be subject to The Philadelphia Parking Authority's approval of adequacy of protection and the satisfactory character of the insurer. The Certificates of Insurance should be mailed within five days of receipt of these insurance requirements to The Philadelphia Parking Authority, 701 Market Street, Suite 5400, Philadelphia, PA 19106, regardless of when your work will start. Project description and Job Number must be shown on the Certificate of Insurance.

In the event of a failure of _____ to furnish and maintain said insurance and to furnish satisfactory evidence thereof, The Philadelphia Parking Authority shall have the right (but not the obligation) to take out and maintain the same for all parties on behalf of _____ who agrees to furnish all necessary information thereof and to pay the cost thereof to The Philadelphia Parking Authority immediately upon presentation of an invoice.

THE PHILADELPHIA PARKING AUTHORITY
INSURANCE AND INDEMNIFICATION REQUIREMENTS

PAGE 4 OF 4

16. Failure of _____ to obtain and maintain the required insurance shall constitute a breach of contract and _____ will be liable to the Philadelphia Parking Authority for any and all cost, liabilities, damages, and penalties (including attorney's fees, court, and settlement expenses) resulting from such breach, unless the Philadelphia Parking Authority provides _____ with a written waiver of the specific insurance requirement.
17. None of the requirements contained herein as to the types, limits, or PPA's approval of insurance coverage to be maintained by _____ are intended to and shall not in any manner, limit, qualify, or quantify the liabilities and obligations assumed by _____ under the Contract Documents, any other agreement with the PPA, or otherwise provided by law.
18. _____ shall require all subcontractors (of every tier) to meet the same insurance criteria as required of _____. The subcontractor's insurance must name the PPA as additional insured. _____ shall maintain each subcontract's certificate of insurance on file and provide such information to the PPA for review upon request.
19. Failure of _____ to provide insurance as herein required or failure of PPA to require evidence of insurance or to notify _____ of any breach by _____ of the requirements of this Section shall not be deemed to be a waiver of any of the terms of the Contract Documents, nor shall they be deemed to be a waiver of the obligation of _____ to defend, indemnify, and hold harmless the indemnified parties as required herein. The obligation to procure and maintain any insurance required is a separate responsibility of _____ and independent of the duty to furnish a copy or certificate of such insurance policies.
20. _____ agrees to indemnify, hold harmless and defend The Philadelphia Parking Authority, The City of Philadelphia, The Commonwealth of Pennsylvania and their agents, employees, representatives, officers and directors (the "Indemnified Parties" individually and collectively) from and against any and all liability for loss, damage or expense for which the Indemnified Parties may be held liable by reason of injury (including death) to any person (including _____ employees/volunteers) or damage to any property of whatsoever kind or nature arising out of or in any manner connected with the activities of _____ whether or not due in whole or in part to any act, omission, or negligence of the Indemnified Parties or any of their agents, employees, representatives, officers, directors, stockholders, Subcontractors, third parties or parent, subsidiary and affiliated companies, whether known or unknown to The Philadelphia Parking Authority or _____. It is expressly understood and agreed that the indemnity contained in this paragraph covers claims by _____ employees / volunteers. It is further expressly agreed _____ assumes the fullest extent of all obligations to indemnify and defend all parties whom The Philadelphia Parking Authority is obligated to indemnify and defend in The Philadelphia Parking Authority's contract with others (whether or not such obligations may extend beyond those addressed in this Agreement.)