



Request for Proposals

Architectural Services for Bus Shelters

RFP No. 17-25

Issue Date: August 4, 2017

The Philadelphia Parking Authority is soliciting written responses from qualified firms for the procurement of architectural services for bus shelters at Philadelphia International Airport for the Philadelphia Parking Authority.

The Philadelphia Parking Authority requests that responses be submitted by:

2:00 PM EST on September 8, 2017

Delivery Instructions:

Proposals may be Mailed or Hand Delivered
All copies of the RFP must be submitted to: Mary Wheeler Manager of Contract Administration 701 Market Street, Suite 5400 Philadelphia, PA 19106
Emailed or Faxed responses will NOT be accepted

**THE PHILADELPHIA PARKING AUTHORITY
701 MARKET STREET – SUITE 5400
PHILADELPHIA, PA 19106**

**ARCHITECTURAL SERVICES FOR BUS SHELTERS
REQUEST FOR PROPOSALS No. 17-25**

INSTRUCTIONS

SUMMARY

When:	Proposals must be submitted by 2:00 PM, Friday, September 8, 2017.
Where:	Philadelphia Parking Authority Attention: Mary Wheeler, Manager Contract Administration 701 Market Street, Suite 5400 Philadelphia, PA 19106
How:	Proposals must be sealed and delivered via certified mail, return receipt requested (to include commercial delivery services) or by hand-delivery. Whether mailed or hand-delivered, all envelopes must display the vendor name and must be boldly and clearly handwritten (<i>not</i> typewritten) "Architectural Services for Bus Shelters - RFP No. 17-25". All proposals must be presented with one (1) original and five (5) copies, individually numbered, and an electronic version consisting of one PDF file.
Mandatory Pre-Proposal Meeting	A mandatory Pre-Proposal Meeting will be held in the offices of the Authority, located at 1 Main Toll Plaza, Philadelphia International Airport, Philadelphia, PA 19153 on Tuesday, August 15, 2017 at 10:30 AM.

1. Introduction:

This Request for Proposals ("RFP") is being issued by the Philadelphia Parking Authority, ("Authority"), a body corporate and 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". This Request for Proposals solicits qualification statements and fee proposals from experienced Architects ("Architect") for architectural design services for bus shelters at the Economy Lot at Philadelphia International Airport ("Project"). Including but not limited to; mechanical, electrical, and plumbing designs and construction documents (reflecting four part bidding of construction), as well as any related professional services such as surveys, civil, structural, environmental and geotechnical engineering, etc. These related professional services can be subcontracted. Sub-consultants shall be identified in the proposal.

During this procurement process the sole contact at the Authority shall be Mary Wheeler, Manager of Contract Administration, at 701 Market Street, Philadelphia, PA 19106, mwheeler@philapark.org. As a Request for Proposals, this is not an invitation to bid and although price is important, other pertinent factors will be taken into consideration.

2. Background:

The Philadelphia Parking Authority (PPA) owns and operates the Economy Parking Lot at the Philadelphia International Airport. The lot covers 55 acres and provides 7,000 parking spaces. The lot is paved with bituminous asphalt paving. Ground transportation of passengers to and from the airport terminal buildings is currently provided by shuttle buses operating 24 hours a day. Passengers are picked up and returned to 16 existing bus shelters.

In an effort to improve service by reducing shuttle bus trip duration, and by increasing the predictability of pick up times, the current single route will be divided into two separate routes. The new routes will have six (6) stops each, for a total of twelve (12). Six of the new shelters will be in new locations. The old shelters will be demolished.

Currently the City of Philadelphia, Division of Aviation (DOA) employs a contracted vendor to operate the shuttle buses. That contract is expiring and the DOA has issued an RFP for a new shuttle bus service provider (Additional information about the RFP is available on the City's econtract Philly website: <https://secure.phila.gov/eContract/>, Opportunity Number: 21170515122326). Service under the new contract will use a fleet of eighteen (18) medium duty buses with a minimum capacity of 19 seated passengers. The new shuttle bus service contractor will commence operations on June 1, 2018. It is intended to have the new bus shelters completed by that date.

3. Procurement Questions:

Prospective Offerors are encouraged to submit questions concerning the RFP in writing no later than Friday, August 25, 2017 no later than 2:00 PM. Questions concerning this RFP are to be submitted via email to Mary Wheeler at mwheeler@philapark.org with "RFP No. 17-25 Architectural Services for Bus Shelters" listed in the subject line. Only questions submitted in writing will be addressed. The Authority will answer all questions in writing to all qualified Offerors. Any furnished answers will not be official until they have been verified, in writing, by the Authority. The Authority shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFP or formally issued as an addendum by the Authority. The Authority does not consider questions to be a protest of the specifications or of the solicitation.

4. Restriction of Contact:

From the issue date of this RFP until the Authority's Board approves the awarding of the contract, Mary Wheeler is the sole point of contact concerning this RFP. Any violation of this condition may be cause for the Authority to reject the offending Offeror's proposal. If the Authority later discovers that the Offeror has engaged in any violations of this condition, the Authority may reject the offending Offeror's proposal or rescind its award. Offerors must agree not to distribute any part of their proposals beyond the Authority. An Offeror who shares information contained in its proposal with other Authority personnel and/or competing Offeror personnel may be disqualified.

5. Proposal Conditions:

Sealed proposals must be received in the office of the Philadelphia Parking Authority, addressed to Mary Wheeler, 701 Market Street, Suite 5400, Philadelphia, PA 19106, by 2:00 PM on Friday, September 8, 2017. Each Offeror shall submit to the Authority the information and forms required, which forms and information shall become the property of the Authority and will not be returned to Offerors, unless a written request to withdraw is received prior to the opening of proposals.

6. Signatures Required:

The proposals *must* be signed in ink in all spaces where signatures are required. In cases of corporation, the signature must be that of a duly authorized officer of the corporation and officer's title must be stated. In cases of partnerships, the signature of a general partner must follow the firm name, using the term "A Member of Firm." In cases of an individual use the term "dba" (Company Name) or as sole owner.

7. Instructions for Affidavit of Non-Collusion:

1. The Non-Collusion Affidavit is material to any contract awarded through a public solicitation.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the offeror who makes the final decision on terms and prices identified in the proposal.

3. Bid rigging or collusion and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit below should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the offeror with responsibilities for the preparation, approval or submission of the proposal.
4. In the case of a proposal submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary proposal" as used in the Affidavit has the meaning commonly associated with that term in the request for proposal process, and includes the knowing submission of proposals higher than the proposal of another firm, any intentionally high or noncompetitive proposal, and any other form of proposal submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the proposal.

8. Proposal Format:

All proposals submitted must conform to the following format requirements. A transmittal letter signed by a person authorized to engage the Offeror in a contract must be included in your proposal. Proposals must be submitted on letter size (8 ½" x 11") paper. The point size font for text must be 10 to 12, and 6 to 8 for exhibits. For exhibits, 11x17 paper is acceptable. An electronic version of the Proposal Form can be provided to all prospective Offerors upon request. Forms that are altered by the Offeror may be grounds for rejection of the Offeror's response.

The tab requirements are as follows:

- Tab A - Cover Letter
- Tab B - Project Understanding
- Tab C - Project Approach
- Tab D - Qualifications and Experience
- Tab E - Key Personnel
- Tab F - References
- Tab G - Proposal Form and Fee Proposal
- Tab H – Insurance Requirements
- Tab I – Financial Statements
- Tab J – Unacceptable Contract and Insurance Terms

Physical tabs should extend beyond the 8 ½" x 11" paper.

9. Cover Letter (TAB A):

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, email and website address should be included.

10. Project Understanding (TAB B):

Briefly explain your understanding of the Project and the PPA's expectations for a successful project outcome. Identify any potential challenges to success.

11. Project Approach (TAB C):

Describe in detail your overall project approach and the work tasks necessary to complete a typical project through design and construction. Describe the phasing (Conceptual, Schematic, Design Development, Construction Documentation, Bidding, Construction Administration and Observation) as you believe appropriate. Provide a description of your quality control process.

12. Qualifications and Experience (TAB D):

Provide a brief narrative description of the respondent firm or team's history and capabilities. Then describe the

firm / team qualifications and experience addressed specifically to the scope of work required here, and the respondent's capability to perform the required services. Describe past performances and your record of successful completion of similar projects, particularly working within the Commonwealth of Pennsylvania, the City of Philadelphia, the Division of Aviation and with other, similar public agencies.

13. Key Personnel (TAB E):

List project team key personnel and provide a project staffing plan. Show the initial staffing with the percentage of time budgeted for each staff member assigned. Include brief resumes for all individuals listed which outline education, work history, length of tenure, years in their current position, and relevant experience with similar projects. Demonstrate the qualifications and expertise of key personnel. Key personnel shall be available to commence work immediately upon award of contract. Do not list firm personnel who will not be assigned to the Project.

14. References (TAB F):

Include current contact information for three (3) client references. Please include name, title, organization, mailing address, telephone number and email address. With this submission, the respondent grants the Authority permission to contact the references and make relevant inquiries as deemed appropriate by the Authority.

15. Proposal Form and Fee Proposal (TAB G):

The proposal form contained within this RFP must be submitted in its entirety (with the exception of the Proposal Decline Form). All signature lines must be executed in ink (on the original only).

Each Offeror shall provide fee prose by work phase, and attach a unit cost proposal listing the key personnel and their hourly billing rates. Also, include a unit cost rate schedule and budget for direct expenses.

16. Insurance Requirements (TAB H):

The successful Offeror will be required to submit Insurance Coverage as outlined in the Requirements. The Offeror shall submit with their proposal a sample certificate of insurance from a recent project that meets the requirements or a letter from its insurance company indicating that they will provide the required insurances as outlined in this RFP.

17. Financial Statement (TAB I):

Financial statements for the last three years that have been audited or reviewed by an independent certified public accountant that is not an employee of the Offeror must be submitted. Financial statements need only be included with the original proposal or in a separate envelope marked "Confidential – Firm Name".

18. Executed Contract Required:

Notwithstanding completed review and submission of all Request for Proposal and Response documents, and regardless of any formal or informal public or private statements emanating from any official of the Authority or the Offeror, including any notice of contract award from the Authority, the Authority will not be legally bound to any contract for the provision of providing architectural services for bus shelters or be subject to any other liability whatsoever on any legal theory concerning the provision providing architectural services for bus shelters until a final document evidencing the complete and exclusive contract of the parties is signed by the Authority's Chairman or Executive Director and the duly authorized representative of the Offeror.

A sample of the Authority's standard contract is included in the Requirements section of the RFP. Please review the contract carefully. Any exceptions or requested changes to the contract **must be clearly noted in the proposal (Tab J)** in order to be considered. Any contract exceptions or changes submitted after proposals are received will not be considered. The Authority is not obligated to accept the requested changes. The Authority may reject all changes or accept some or all changes, in its sole discretion.

The Term of this Agreement shall commence on the date the contract is executed and shall terminate automatically without notice upon approval of the Project by the Authority.

The successful Offeror shall comply with the Contractor Integrity Provisions as outlined in the sample contract.

19. Contractor Integrity Provisions:

The Authority's Contractor Integrity Provisions are attached to the proposed form of contract as Exhibit "A". Those Provisions apply to every Authority contractor and any party seeking to contract with the Authority. By submitting a proposal to this public procurement process the potential contractor agrees to comply with the Contractor Integrity Provisions.

20. Rejection or Acceptance of Proposals:

An Evaluation Committee comprised of Authority personnel will review all proposals and select the most responsible Offeror. Upon the conclusion of their review, the most responsible Offeror will be selected to be awarded the contract. The Authority may conduct discussions and negotiations with responsible Offerors for purposes of obtaining best and final offers. After the selection of the most responsible Offeror with the highest quality and best terms, the Committee will select the most advantageous responsible Offeror for contract negotiation and make a recommendation to the Authority's Board for the award of a contract.

The Authority reserves the right to waive any irregularities in the completion of the forms and papers enclosed in this schedule; to accept or reject any or all proposals; to re-advertise for proposals if desired, and to accept any proposal which, in the judgment of the Authority, will be in the Authority's best interest.

Any form which is required to be submitted and which is incomplete, conditional, obscure, contains additions not called for and not approved by the Authority, or which contains irregularities of any kind, may be cause for rejection of the proposal, in the sole discretion of the Authority. In the event of default by a successful Offeror, or the Offerors' refusal to enter into the Contract with the Authority, the Authority hereby reserves the right to re-advertise this RFP or to accept the proposal of other responsible Offeror at the Authority's sole option.

At any time up to the hour and date set for opening of proposals, an Offeror may withdraw its proposal. Such withdrawal must be in writing and sent to the Authority at the address set forth herein by a nationally recognized overnight courier service, certified mail, return receipt requested, or delivered in person. Such withdrawal shall be effective only upon receipt by the Authority evidenced by written confirmation of such receipt and will preclude the submission of another proposal by such Offeror. After the scheduled time for opening of proposals, no Offeror will be permitted to withdraw their proposal, and each Offeror hereby agrees that their proposal shall remain firm for the contract period. A proposal made and opened may be withdrawn with the written permission of the Authority, if the Authority determines in its sole discretion that the proposal is inconsistent with the best interest of the Authority.

21. Unacceptable Proposals:

No proposal will be accepted from or selection made of any person, firm or corporation that is in arrears or in default to the Authority upon any debt or contract, or whose insurer or banking institution is in default as surety or otherwise upon any obligation to the Authority, or has failed in the sole opinion of the Authority to faithfully perform any previous contract with the Authority.

22. Clarification of Instructions:

Should the prospective Offeror find a discrepancy in or an omission from the Requirements or Instructions to Offerors, or should she or he be in doubt as to the meaning of any term contained therein, the Offeror shall notify Mary Wheeler, Manager of Contract Administration via email at mwheeler@philapark.org prior to the question deadline. All clarification requests will be responded to via written addendum that will be provided to all registered Offerors.

23. MBE/WBE/DBE/DSE Participation:

The Authority strongly encourages the meaningful and substantial participation of Disadvantaged Minority Business Enterprises (DM-DBE), Disadvantaged Women Business Enterprises (DW-DBE) and Disadvantaged Disabled Business Enterprises (DS-DBE).

The Authority requires that each Offeror submit as part of its proposal either a "Solicitation for Participation and Commitment Form" or a "Request for Waiver/Reduction of Participation". Failure to submit a "Solicitation for Participation and Commitment Form" and/or a "Request for Waiver/Reduction of Participation" may result in the rejection of the proposal.

The selected Architect will be required to submit copies of signed contracts with M-DBE/W-DBE/DS-DBE sub-consultant firms to the Engineering and Design Department, The Philadelphia Parking Authority, 701 Market Street, Suite 4500, Philadelphia, Pa 19106, prior to requesting payment for work performed by said sub-consultant.

The Philadelphia Parking Authority has established the following participation ranges for this RFP:

M-DBE: 10%-15%

W-DBE: 5%-10%

DS-DBE: 2%-5%

24. Evaluation and Award:

The Authority determined that it was not advantageous for it to use a bidding process in order to secure the services identified in this request because it wished to consider criteria other than price in the award process, in particular, the Offeror's qualifications, experience and project understanding.

The Authority will evaluate offers consistent with the requirements of this RFP and determine the most responsive Offerors as follows:

- **Project Understanding and Project Approach.** Clear understanding of the Architect's roles and responsibilities, project goals, program requirements, work plan and timeline. **Weight: 25%**
- **Architect's Experience.** Demonstrated prior experience in providing architectural and design services, handling similar types of projects, as confirmed by references. Experience of a successful track record with similar, local agencies, and a working knowledge of City of Philadelphia requirements. Ability to meet time deadlines. Ability to perform independently. **Weight: 25%**
- **Key Personnel.** Quality of staff, prior experience, and commitment of the firm's principal leadership to the Authority's projects. **Weight: 30%**
- **Diversity / Inclusion.** The participation of small, women owned, minority owned and disadvantaged businesses on the Project. **Weight: 10%**
- **Best Value for the Authority:** Proposals that reflect demonstrated competency with competitive proposed billing rates for services. **Weight: 10%**

25. Notification of Offeror Selection:

The Authority will study and evaluate all proposals which are received in accordance with the instructions set forth in the proposal package and may select an Offeror and notify all other Offerors of the selection within sixty (60) days after the date the proposals are opened. Such notice shall be in writing and mailed to the address furnished by each respective Offeror in the Submittal Letter via certified mail. The selected Offeror(s) shall not start the performance of any work prior to the effective date of the Contract, and the Authority shall not be liable to pay the selected Offeror for any service or work performed or expenses incurred before the effective date of the Contract.

26. Document Disclosure:

While documents exchanged by or with the Authority or its agents during this process may be protected from public release by certain terms of Pennsylvania's Right to Know Law (65 P.S. §§67.101–67.3104), Pennsylvania's Procurement Code, or other laws, all Offerors in the instant process are advised to review such disclosure issues.

27. Business Licenses:

The proposal should include the Offeror's Philadelphia Activity License (formerly Business Privilege License) number and the offeror's Federal Tax ID number. If the Offeror does not currently have a Philadelphia Activity License, it must obtain one no later than five business days after the Board awards the contract or sooner. If the Offeror does not believe that it needs a Philadelphia Activity License, an explanation with references to statute and/or the Philadelphia Code should be included with the proposal.

28. Standard Practices:

All work performed under the contract shall be subject to inspection and final approval by the Authority.

29. Statement of No Proposal:

All Prospective Offerors that do not intend to submit a proposal are asked to complete the Proposal Decline Form enclosed in the proposal documents. This document must be emailed to the attention of Mary Wheeler, Manager of Contract Administration at mwheeler@philapark.org. Specific comments and observations are encouraged.

30. Shipping and Delivery:

The Offeror will be responsible for all shipping and delivery costs of the specified items required to support the proposal.

**ARCHITECTURAL SERVICES FOR BUS SHELTERS
REQUEST FOR PROPOSALS No. 17-25**

REQUIREMENTS

1. Scope of Services

The selected Architect will provide and shall be responsible for all necessary architectural design and related professional services for the project, including but not limited to; mechanical, electrical, and plumbing designs and construction documents (reflecting four part bidding of construction), as well as any required surveys, civil, structural, environmental and geotechnical engineering, etc. These related professional services can be subcontracted. Sub-consultants shall be identified with the proposal.

The Authority's objectives for this project include the following:

- Of primary importance to the Authority is the safety, comfort, and convenience of the public generally, and of the Authority's parking patrons specifically.
- The finished improvements must be durable, easily maintainable, vandal resistant, long lasting (20 to 30 years), energy efficient, and complimentary to the surroundings. The Architect shall propose and design attractive, high value buildings that minimize operational costs and ongoing maintenance, and that reflect the same aesthetic and quality standards as other features found in the terminals of the Philadelphia International Airport.
- The proposed construction shall minimize the disruption of parking lot operations.

2. Description of Services

The Philadelphia Parking Authority owns and operates the Economy Parking Lot at the Philadelphia International Airport ("PHL"). The lot covers 55 acres and provides 7,000 parking spaces. The lot is paved with bituminous asphalt paving. Ground transportation of passengers to and from the airport terminal buildings is currently provided by shuttle buses operating 24 hours a day. Passengers are picked up and returned to 16 existing bus shelters.

In an effort to improve service by reducing shuttle bus trip duration, and by increasing the predictability of pick up times, the current single route will be divided into two separate routes. The new routes will have six (6) stops each, for a total of twelve (12). Six of the new shelters will be in new locations. The old shelters will be demolished.

Currently the City of Philadelphia, Division of Aviation (DOA) employs a contracted vendor to operate the shuttle buses. That contract is expiring and the DOA has issued an RFP for a new shuttle bus service provider (Additional information about the RFP is available on the City's econtract Philly website: <https://secure.phila.gov/eContract/>, Opportunity Number: 21170515122326). Service under the new contract will use a fleet of eighteen (18) medium duty buses with a minimum capacity of 19 seated passengers. The new shuttle bus service contractor will commence operations on June 1, 2018. It is intended to have the new bus shelters completed by that date.

Deliverables

The final work product shall include signed and sealed construction documents (Drawings and Project Manual), sufficient to bid the work, and to obtain construction permits as required by the City of Philadelphia Department of Licenses and Inspections (L & I).

Architect shall also prepare any and all other information required to obtain any other third party regulatory agency approval(s) required for construction, including the permit from DOA Engineering. Accordingly, the design shall conform to the PhL Design Standards found on their website:

https://www.phl.org/Pages/Business/DesignandCodeManuals/designcodemanuals_default.aspx

The record set of project deliverables shall include as a minimum, three sets of signed and sealed final drawings, one (1) .pdf version of the final drawing set, and one (1) .DWG file of the final drawing set. The drawings sheet size shall be 22 x 34 inches, and they should be readable at half size (11x17).

The record set of project deliverables shall include three sets of the final Project Manual, bound at 8.5 x 11 inches, one (1) .pdf version of the final Project Manual, and one (1) Microsoft Word file of the final Project Manual.

The Authority reserves the explicit right to reuse these documents with an appropriate release from the Architect. The successful Offeror will be required to submit a copy of your standard release form prior to receiving a contract.

At the time of public advertisement and release for bidding, provide fifteen (15) hard copy sets of the bid documents (drawings and project manual).

The Architect shall provide a detailed cost estimate with the 50% and bid document submissions. If the bids come in in excess of the available budget for the project, the selected Architect shall redesign the project to meet the budget at no additional cost to the Authority.

Bidding Phase

During the bidding phase, the selected Architect shall assist the Authority:

- Attend the pre-bid conference / site walkthrough meeting.
- Prepare written responses to bidders' questions for inclusion in the Addenda.
- Attend the bid opening.
- Prepare a tabulation of bids for responsiveness.

Construction Phase Services

The Architect shall provide in their basic services construction phase administration and observation services typical to the designer. The Architect will be expected to review the contractor(s) monthly invoices against work progress, execute monthly AIA G702 forms, and make written recommendations for construction progress payments. The Architect shall review all shop drawings, requests for information (RFIs), and change order requests, and make written responses. Other construction phase services of the designer:

- Conduct pre-construction and periodic coordination meetings (not less than bi-weekly).
- Prepare and distribute the minutes of the meetings.
- Answer all requests for information from the contractor (RFIs). Maintain a log.
- Receive and review shop drawings. Maintain a log.
- Change order request evaluation. Make written recommendations.
- Verify the measurement of all quantities.
- Review of contractor's progress payment applications.
- Written recommendations for contractor's progress payments.
- Punch list preparation and project close out.
- Obtain and review O&M Manuals from the contractor(s).
- Prepare the As Built Record Set of Drawings.

Add Alternate – Construction Administration and Full Time Inspection

Provide a separate price for full time, on-site inspection and coordination. Under this line item, the Architect 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.
- Prepare a daily log of contractor activity.
- Report continuously to Authority Airport Operations on the status of work.
- Coordinate phasing and the purging of customer vehicles from the work areas.
- Coordinate between the contractor and Authority Airport Operations and Engineering.
- Keep the contractor's activity confined to designated areas, etc.

Basis of Design

The selected Architect shall initially prepare and submit a brief program document for review and approval which memorializes the basis of design and describes the building components:

- Architectural
- Structural
- Electric
- Mechanical
- Plumbing
- Site
- Utilities

Proposed Staffing and Fees

All basic fees shall be included in the proposal form.

For the full time inspection add alternate, Proposers should provide enough detail on their proposed phasing, staffing, person hours, rates, and billings to clearly demonstrate the anticipated level of effort. A sample worksheet has been provided in the proposal form.

Attachments

- A. Topographic Survey (4 sheet).
- B. Existing bus route.
- C. Proposed bus routes.
- D. Conceptual plans of proposed bus shelters.

THE PHILADELPHIA PARKING AUTHORITY
INSURANCE AND INDEMNIFICATION REQUIREMENTS
RFP NO. 17-25 ARCHITECT FOR BUS SHELTERS

Prior to commencement of the contract and until completion of your work, _____ shall, at its sole expense, maintain the following insurance on its 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):	\$ 5,000

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.

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'S 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.

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 statute 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.

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.)

**AGREEMENT FOR ARCHITECTURAL SERVICES
BY AND BETWEEN
THE PHILADELPHIA PARKING AUTHORITY
AND**

Contract No. K-17-00_____

THIS AGREEMENT effective as of the ____ day of _____, 2017 by and between **The Philadelphia Parking Authority**, an agency of the Commonwealth of Pennsylvania and a body corporate and politic, with its principal address at 701 Market Street, Suite 5400, Philadelphia, PA 19106 (the "**Authority**") and _____ with a registered address at _____ ("**Consultant**").

WITNESSETH:

WHEREAS, the Authority, a public body corporate and politic organized and existing under the Act of 2001, June 19, P.L. 287, No. 22, as amended;

WHEREAS, the Authority operates the Economy Lot at the Philadelphia International Airport ("Economy Lot");

WHEREAS, the Authority desires to engage Consultant to render architectural services in connection with the design and installation of new bus shelters at the Economy Lot subject to the terms and conditions set forth herein;

WHEREAS, Company hereby agrees to furnish the Authority with architectural consulting services as hereinafter described;

WHEREAS, in order to procure such architectural consulting services, the Authority issued a Request for Proposal "Architectural Services For Bus Shelters" RFP No. 17-25 on _____ ("RFP") in order to foster competition, seek communication solutions and obtain the best value;

WHEREAS, Consultant submitted a conforming response to the RFP on _____ ("Proposal") and is in the business of providing high quality architectural services of the type that the Authority desires to procure;

WHEREAS, after due consideration and deliberation within the Authority, Consultant was selected to provide the services hereinafter described upon the successful negotiation of this Agreement and assent of the Authority's Board; and

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, intending to be legally bound, the parties hereto hereby agree as follows:

1. SCOPE OF SERVICES.

The Authority hereby engages and Consultant hereby agrees to perform the following consulting services ("Services"):

A. Comply fully with all requirements and terms of the RFP, a true and correct copy of which is attached hereto and incorporated herein throughout as Exhibit "B" and Company's Proposal, a true and correct copy of which is attached hereto and incorporated throughout as Exhibit "C".

B. To perform high quality Services, as detailed in Section _____ of the RFP and Section _____ of Company's Proposal, in the most cost effective manner utilizing personnel at the level of competence required relative to the nature of the work, and to follow all applicable federal, state, or local laws; and

C. To coordinate the fulfillment of this Agreement with the Authority's Project Manager for the implementation of the Services. The Authority's Project Manager shall be Richard Dickson, First Deputy Executive Director, who may be reached at 215-683-9724 or by e-mail at RDickson@philapark.org. However, the parties agree that only the Authority's Board or Executive Director may consent to any alteration or amendment to this Agreement, and in each such case in writing.

D. It is understood that the Authority shall have the absolute discretion to accept, reject or modify any proposal, communication, press release, marketing document, outreach plan or any other form communication or offer related to the Authority that Company may bring to the Authority's attention during the term of this Agreement.

E. To provide all services to the Authority as directed by its Project Manager.

2. **TERM.**

The Term of this Agreement shall commence on the date first written above and shall expire automatically and without notice upon successful completion of the Services under this Agreement and approval of the Authority, or _____, whichever shall come first. The term of this Agreement may be extended by written mutual Addendum to this Agreement. The Authority, at its sole discretion, shall have the right to terminate the Agreement upon thirty (30) days written notice.

3. **CONSIDERATION AND PAYMENT.**

A. The Authority agrees to pay and Consultant agrees to accept _____ for all services performed under this Agreement. Any additional services shall be billed at the Consultant's hourly rates as presented in Consultant's Proposal attached hereto as Exhibit "A". Any and all additional services must be approved in writing and in advance by the Authority.

B. Consultant shall invoice the Authority monthly, commencing with the execution of this Agreement, on the basis of the Services performed by Consultant during the preceding month. All invoices shall be in form and substance acceptable to the Authority and shall include costs for the Services and approved reimbursable expenses. No late fees, penalties, or interest may be assessed against the Authority for late payments. All invoices shall be submitted to:

Chris Perks, Director of Engineering and Design
The Philadelphia Parking Authority
701 Market Street, Suite 5400
Philadelphia, Pa 19106

C. At no time will Consultant be reimbursed for any administrative or overhead costs incurred by Consultant in fulfilling the terms of this agreement, including, but not limited to, any time, fees or expenses associated with Consultant's travel, fuel, lodging, food, or photocopying in connection with Consultant's Services. Direct expenses shall be billed at cost, without markup.

4. NO SOLICITATION/CONFLICTS OF INTEREST.

A. Consultant does hereby warrant and represent that the laws of the Commonwealth of Pennsylvania have not been violated as they relate to the procurement or performance of this Agreement by any conduct, including payment or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly to any Authority employee, officer or Consultant.

B. To the best of Consultant's knowledge, no Authority member or officer, and no employee of the Authority has any interest (whether contractual, non-contractual, financial or otherwise) in this transaction or in the business of Consultant. If such transaction comes to the knowledge of the Consultant at any time, a full and complete disclosure of such information shall be made to the Authority.

C. Consultant hereby acknowledges receipt and acceptance of the Authority's Company Integrity Provisions attached hereto as Exhibit "A"

5. CHANGE ORDERS.

A. The Authority's Project Manager may at any time, by written order and without notice to the sureties, if any, direct any change to the Services within the general scope of the Agreement ("Change Order"). But for the Authority's Executive Director or Board of Directors, no other employee, agent, or representative is authorized to direct any change to the Services under the Agreement, unless expressly authorized to do so in writing by the Authority's Project Manager.

B. If any change directed in writing by the Authority's Project Manager causes an increase in the cost of, or time required for, performance of any part of this Agreement, otherwise affects any provision of the Agreement, Consultant shall notify the Authority's Project Manager in writing within five (5) business days of receipt of the written Change Order, and shall negotiate in good faith with the Authority, as appropriate, an equitable adjustment to the price and/or schedule (or change to any other terms or conditions). The Authority's Project Manager shall issue a modification to the Agreement reflecting the terms of the equitable adjustment, which, if agreed to, shall be signed by the Consultant. Consultant shall not unreasonably delay or withhold its consent to any Change Orders.

C. If the Authority desires to have Consultant enter into a separate services agreement covering subject matter related to this Agreement or any Support and Maintenance Agreement, Consultant shall review any such agreement presented by the Authority, or suggest its own form of agreement, and shall negotiate such proposed terms in good faith with the Authority.

D. Change Orders which reach or exceed Twenty Five Thousand and No/100 Dollars (\$25,000.00) must be approved by the Authority's Board in addition to approvals required in this Agreement. The Board's approval of such Change Orders will be in a written format, signed by the Board of Directors or its designee, and attached to the Change Order when submitted to Consultant. The Authority reserves the right to submit any Change Order to its Board for advance approval regardless of cost.

6. INABILITY OF CONSULTANT TO PERFORM.

The inability of Consultant to perform or provide the Services under this Agreement, for any reason, shall automatically terminate this Agreement, whereupon all liabilities or obligations for payment hereunder shall terminate as of the date of such termination.

7. TERMINATION FOR CONVENIENCE OF THE AUTHORITY.

The Authority and Consultant agree that this Agreement may be terminated by the Authority with or without cause upon five (5) day notice in writing by the Authority to Consultant. If the Agreement is terminated by the Authority, as provided herein, Consultant will be paid any compensation outstanding for the Services satisfactorily performed pursuant to Section 1 herein for the period prior to the date of termination. In such event, all memoranda, records, data, information and other documents prepared by Consultant shall become the property of the Authority and shall be forthwith delivered to the Authority. The payments to be made to Consultant hereunder are the Consultants sole remedy and right with respect to termination under this paragraph.

8. GENERAL TERMS AND CONDITIONS.

A. Right to Know Law Provisions.

1. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Agreement.

2. If the Authority requires the assistance of the Company as to any request or other issue related to the RTKL in regard to this Agreement (“Requested Information”), it will notify the Company using the contact information provided in this Agreement. Upon written notification from the Authority that it requires the Company’s assistance in responding to such a request under the RTKL the Company must:

- i. Provide the Authority, within 5 days after receipt of written notification, with copies of any document or information in the Company’s possession arising out of this Agreement that the Authority reasonably believes is Requested Information and may be a public record under the RTKL; and
- ii. Provide such other assistance as the Authority may reasonably request, in order to comply with the RTKL with respect to this Agreement.

3. If the Company considers the Requested Information to be exempt from production under the RTKL, the Company must notify the Authority and provide, within 5 days of receiving the written notification, a written statement signed by a representative of the Company explaining why the requested material is exempt from public disclosure under the RTKL and identifying the specific provision of the RTKL that renders some or all of the Requested Information exempt from disclosure.

4. The Authority will rely upon the written statement from the Company in denying a RTKL request for the Requested Information unless the Authority determines that the Requested Information is clearly not protected from disclosures under the RTKL. In the event the Authority determine that the Requested Information is clearly not exempt from disclosure, the Company must provide the Requested Information to the Authority within 5 days of receipt of written notification of the Authority’s determination.

5. The Authority will reimburse the Company for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

6. If the Company fails to provide the Requested Information as provided in paragraph No. 4. (“Company’s Refusal”) the party requesting the information may have the right to challenge that failure to disclose before the Pennsylvania Office of Open Records (“OOR”) and potentially the courts. Company hereby understands and agrees that the Authority will not argue in favor of the Company’s non-disclosure of the Requested Information and will inform the tribunal that it directed Company to produce such information.

7. In the event of administrative or legal proceedings, or both, related to Company’s Refusal, the following will apply:

i. Company will defend the Authority, at its sole cost, before an agency or court as to any matter or claim related to Company’s Refusal. Company will provide that defense through independent legal counsel agreed to in advance by the Authority, in its sole discretion.

ii. Company further agrees that it will indemnify and hold the Authority harmless for any damages, penalties, costs, detriment or harm that the Authority may incur as a result of the Company’s failure to releases Requested Information, including any statutory damages or order to pay any party’s attorney’s fees.

8. As between the parties, the Company agrees to waive all rights or remedies that may be available to it as a result of the Authority’s disclosure of Requested Information pursuant to the RTKL.

9. The Company’s duties relating to the RTKL are continuing duties that survive the expiration or termination of this Agreement and shall continue as long as the Company has Requested Information in its possession.

B. Force Majeure.

Neither contracting party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition and governmental action) that was beyond the party’s reasonable control.

C. No Third-Party Beneficiaries.

There are no third-party beneficiaries to this Agreement.

D. Maintenance of Records.

Consultant understands that certain records related to this Agreement may be public records pursuant to Pennsylvania’s Right-to-Know Law and Consultant must duly comply with demands made through the Authority for such records. 65 P.S. 67.101. Regardless of the impact of the Right-to-Know Law, Consultant shall maintain all data, records, memoranda, statements of services rendered, correspondence and copies thereof, in adequate form, detail and arrangement, for the Authority’s benefit for a minimum of seven (7) years following the termination or expiration of this Agreement. Thereafter, Consultant shall contact the Authority

before disposing of any such materials and the Authority may direct that some or all of such materials be delivered to the Authority.

E. Assignment.

This Agreement may not be transferred or assigned by Consultant without the prior written consent of the Authority which consent may be withheld in the sole discretion of the Authority, any transfer or assignment made without the prior written consent of the Authority shall be void.

F. Non-Discrimination.

Consultant agrees to abide by all legal provisions regarding non-discrimination in hiring and contracting made applicable by federal, state and local laws.

G. Notices.

Any notice or demand given by one party to the other under this Agreement shall be in writing and served by nationally recognized overnight courier service or sent by United States certified or registered mail return receipt requested, postage prepaid, or by overnight express delivery service or by courier service, against written receipt or signed proof of delivery addressed to the other party at the address set forth below, unless a party shall have provided written notice to the other identifying a new address for notice:

The Authority:

The Philadelphia Parking Authority
701 Market Street, Suite 5400
Philadelphia, PA 19106
Attn: Dennis G Weldon, Jr.
General Counsel

Consultant:

All notices shall be deemed given on the day after the notice was given to the courier or Postal service.

H. Press Releases and Media Communication

Company shall obtain the prior written approval of the Authority concerning the content and timing of news releases, articles, brochures, advertisements, speeches and other information releases concerning the work performed or to be performed hereunder by Company, its sub-Contractors or employees or Contractors of either. Company agrees to give the Authority reasonable advance time for review of any material submitted to the Authority approval.

I. Captions.

The captions in this Agreement are for convenience only and are not a part of this Agreement and do not in any way define, limit, describe or amplify the terms and provisions of this Agreement or the scope or intent thereof.

J. General Indemnity.

Consultant, for itself, its successors, assigns, agents, and sub-contractors hereby agrees to indemnify, hold harmless and defend the Philadelphia Parking Authority, the City of Philadelphia, and the Commonwealth of Pennsylvania and their agents, employees, representatives, officers and directors (the Indemnified Parties) from and against any and all liability for losses, (including those related to business interruption), damage (including special, consequential and incidental) liabilities, claims, demands, causes of action or expense (including attorney's fees and expenses) for which the Indemnified Parties may be held liable by reason of injury (including death or workers compensation) to any person (including Consultant's employees) or damage to any property of whatsoever kind or nature arising out of or in any manner connected with the work to be performed for the Indemnified Parties (including, but not limited to, work performed under this contract, work performed under Change Order, or any such other work performed for or on behalf of the Indemnified Parties), 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 Indemnified Parties or Consultant. It is expressly understood and agreed that the indemnity contained in this paragraph covers claims by Consultant's employees. It is further expressly agreed that Consultant assumes the fullest extent of all obligations to indemnify and defend all parties whom the Indemnified Parties are obligated to indemnify and defend in the Indemnified Parties contract with others (whether or not such obligations may extend to items beyond those addressed in this Agreement). This obligation to indemnify, defend and hold harmless shall survive termination of this Agreement.

K. Entire Agreement.

This Agreement contains the entire agreement of the parties with respect to the matter covered by this Agreement. No other agreement, statement, representation, understanding or promise made by any party or by any employee, officer, or agent or any party, that is contained in this Agreement, shall be binding or valid. Any revisions, additions, and/or modifications of this Agreement must be set forth in writing and signed by all parties.

L. Exhibits.

All Exhibits to this agreement are hereby incorporated by reference into, and made a party of, this Agreement.

M. Interpretation.

The contracting parties acknowledge and agree that (i) each party reviewed and negotiated the terms and provisions of this Agreement and has contributed to it; and (ii) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of the Agreement, regardless of which party was generally responsible for the preparation of this Agreement.

N. Order of Precedence.

In the event of an inconsistency between provisions of this Agreement, it shall be resolved by giving precedence in the following order: (1) the main body of this Agreement (not including Exhibits); (2) the RFP (Exhibit "B"), Consultant's Proposal (Exhibit "A") and (3) all other exhibits. It is Consultant's responsibility to

study this Agreement and to report at once in writing to the Authority any errors, inconsistencies, discrepancies, omissions or conflicts discovered between any provisions of the Agreement. Any work performed by the Consultant prior to receiving a written response from the Authority with respect to any alleged error, inconsistency, discrepancy, omission or conflict shall be at the Consultant's own risk and expense.

O. Specific Proposals.

It is understood that the Authority shall have the absolute discretion to accept, reject or modify any proposal or offer which Consultant may bring to the Authority's attention during the term of this Agreement. The Authority may direct that Consultant suspend or modify any of its collection activities or methods related to this Agreement at any time.

P. Independent Contractor.

Consultant agrees that it, as well its employees, are independent contractors as to any Services provided and this Agreement is not intended to create any form of employment relationship.

Q. Applicable Law and Venue.

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The parties hereto irrevocably consent to the exclusive jurisdiction of the First Judicial District of Pennsylvania, being the Philadelphia Court of Common Pleas and waiving any claim or defense that such forum is not convenient or proper. Company agrees that the Philadelphia Court of Common Pleas shall have *in personam* jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

R. Taxes.

1. Consultant hereby certifies that neither it, nor any of its parent or subsidiary entities, is delinquent or overdue in the payment of any tax or fee to the City or County of Philadelphia or the Commonwealth of Pennsylvania. Consultant also certifies that its Philadelphia Business Privilege Tax ID. No. is: _____. Consultant further certifies that its Federal Tax ID. No. is: _____.

2. As an agency of the Commonwealth of Pennsylvania, and a local government agency, the Authority is exempt from the payment of state and local sales and use and other taxes on material, equipment or other personal property. Consultant agrees that the fees, prices or rates stated in this Agreement (1) do not include any state or local taxes, surcharges or fees on the Authority in connection with this transaction, and (2) do include all other applicable taxes for which Consultant is liable. In the event Consultant's performance under this Agreement creates a tax liability, such taxes, including but not limited to, real estate taxes, school taxes, use & occupancy taxes, and sales taxes shall be the sole obligation of Consultant, and Consultant shall maintain current accounts as to the payment of such taxes and be liable over to the Authority for any taxes assessed against the Authority as a result of Consultant's performance under this Agreement.

S. Insurance.

Consultant agrees to provide the Authority the appropriate certificates of insurance in accordance with the Insurance Requirements detailed in the RFP.

T. Waiver.

No term or provision hereof shall be deemed waived by the parties unless such waiver or consent shall be in writing signed by both parties. No breach shall be excused unless it is in writing signed by the non-breaching party.

U. Ownership of Authority Materials.

As between the parties, the Authority shall own and retain all right, title and interest in and to all Authority data, records, policies, statements, advertisements, programs, procedures, files, any and all Authority Provided Resources, such as, documents, or data provided by the Authority, including but not limited to the RFP, and all written summaries, findings and reports, and proposed policies and procedures produced by Consultant pursuant to this Agreement.

V. Separation Clause.

If any provision of this Agreement, or the application of any provision to any person or circumstances, is held invalid or unenforceable, the remainder of this Agreement and the application of such provision(s) to other persons or circumstances shall remain valid and enforceable.

IN WITNESS WHEREOF, and intending to be legally bound pursuant to the Uniform Written Obligations Act, 33 P.S. 6, the parties have set their hands and seals on the date first above written.

The Philadelphia Parking Authority

Attest: _____

Print Name: _____

Print Title: _____

By: _____

Clarena I.W. Tolson
Executive Director

APPROVED AS TO FORM

By: _____
General Counsel's Office

Witness: _____

Print Name: _____

Print Title: _____

By: _____

Print Name: _____

Print Title: _____

Exhibit “A”
Philadelphia Parking Authority
CONTRACTOR INTEGRITY PROVISIONS

1. Definitions.

a. **Confidential Information** means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Authority.

b. **Consent** means written permission signed by a duly authorized officer or employee of the Authority, provided that where the material facts have been disclosed, in writing, by prequalification, bid proposal, or contractual terms, the Authority shall be deemed to have consented by virtue of execution of this Contract.

c. **Contractor** means the individual or entity that has entered into this Contract with the Authority, including directors, officers, partners, managers, key employees, and owners of more than a 5% interest.

d. **Contractor Related Parties** means any affiliates of the Contractor and the Contractor’s officers and directors.

e. **Financial interest** mean any financial interest in a legal entity engaged in business for profit which comprises more than 5% of the equity of the business or more than 5% of the assets of the economic interest in indebtedness

f. **Gift** means any conveyance of anything of value, including cash, a gratuity (tip), favor, entertainment (including tickets to sporting events), travel, food, drink, a loan, employment or services.

2. The Contractor shall maintain the highest standards of integrity in the performance of this Contract and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Authority, including these Contractor Integrity Provisions.

3. The Contractor shall not disclose to others any confidential information gained by virtue of this Contract.

4. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not, in connection with this or any other agreement with the Authority, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit or gift on anyone, for any reason, including as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Authority.

5. Contractor confirms that no Authority officer or employee holds a financial interest in Contractor.

6. Contractor shall have no financial interest with or in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Authority in writing and the Authority consents to Contractor’s financial interest prior to the Authority’s execution of the contract. Contractor shall disclose the financial interest to the Authority at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor’s submission of the contract signed by Contractor.

7. When Contractor has reason to believe that any breach of ethical standards as set forth in law or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by an Authority

officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Authority contracting officer or the Authority's Office General Counsel in writing.

8. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof.

9. Contractor agrees to reimburse the Authority for the reasonable costs of investigation incurred by the Authority's Office of General Counsel, or its designee, for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Authority that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

10. Contractor shall cooperate with the Authority's Office of General Counsel, or its designee, in its investigation of any alleged officer or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an investigator, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Authority's designated investigator to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Authority and any such subcontractor, and no third party beneficiaries shall be created thereby.

11. For violation of any of these Contractor Integrity Provisions the Authority may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Authority. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

12. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:

- a) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
- b) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
- c) had any business license or professional license suspended or revoked;
- d) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
- e) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Authority will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Authority in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Authority may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

**Exhibit “B”
Request for Proposal**

**Exhibit “C”
Company’s Proposal**

NAME OF PRIME OFFEROR.....

**THE PHILADELPHIA PARKING AUTHORITY
701 MARKET STREET – SUITE 5400
PHILADELPHIA, PA 19106**

**ARCHITECTURAL SERVICES FOR BUS SHELTERS
REQUEST FOR PROPOSALS No. 17-25**

PROPOSAL FORM

1. The undersigned, having familiarized ___self/selves with the proposal documents to provide architectural design services, including the notice of opportunity, Instructions, Proposal Form, Affidavit of Non-Collusion, Requirements, and Addenda if any (hereinafter collectively referred to as the “Proposal Documents”), as prepared by the Philadelphia Parking Authority and on file in the office of the Authority at 701 Market Street, Suite 5400, Philadelphia, Pa 19106, hereby proposes to provide architectural design services.
2. In submitting this proposal, it is understood that the Authority reserves the right to withdraw and cancel this invitation prior to opening of proposals or to reject any and all proposals after proposals are opened if this is in the best interest of the Authority and in the Authority’s sole judgment. If written notice of the acceptance of this proposal is mailed, telegraphed or delivered to the undersigned within sixty (60) days after the opening thereof, or at any time thereafter before this proposal is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form.
3. Attached hereto is an affidavit of proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or the submitting of proposal for the contract for which this proposal is submitted.
4. Offeror acknowledges receipt of the following addenda:

Addendum

Date

NAME OF PRIME OFFEROR.....

5. Fee Proposal: Offeror agrees to architectural design services in accordance with the Requirements for the prices stated below:

<u>Task / Phase</u>	<u>Hours</u>	<u>Billings</u>
Basis of Design Report		
Design Phases		
Review Meetings / Presentations		
Bid Document Preparation		
Bidding Phase		
Construction Phase (Based on __ months of construction)		
Subtotal labor		

Reimbursable Expenses

Printing deliverables		
Printing bid documents		
Reproduction - other		
Total		

Total for Basic Services

--	--

Add Alternate –

Construction Phase Full Time Inspection
(Attached detailed hours worksheet)

--	--

NAME OF PRIME OFFEROR.....

SAMPLE
FORMAT

RFP 17-25 Architect Professional Services
Proposed Bus Shelters
Philadelphia International Airport
Construction Administration with Full Time Inspection

	Contractor construction										
	Pre	1	2	3	4	5	...	?	Post	Totals	%
Months											
Work Days											
Project Arch Hours											
Arch Billings at \$___ / hr											
Office Staff Hours											
Staff Billings at \$___ / hr											
Field Inspector Hours											
Insp Billings at \$___ / hr											
Direct Expenses											
Totals											100%

NAME OF PRIME OFFEROR.....

- 6. **Term of Contract:** The Term of this Agreement shall commence on the date the contract is executed and shall terminate automatically without notice upon approval of the Project by the Authority. The Authority, at its sole discretion, shall have the right to terminate this Agreement upon thirty (30) days written notice to Company.

- 7. **Requirement Statement:** The undersigned vendor agrees to provide architectural services for bus shelters as specified in the Requirements and any Addenda if issued.

Signature

Name
(Please Print)

Title

Date

NAME OF PRIME OFFEROR.....

8. Offeror Signatures:

If offer is by an individual or partnership, form must be dated and signed here:

Signature of Owner of Partner

Typed or Printed Name

Title

Date

Business Name of Offeror

Street Address

City/State/ ZIP Code

Telephone Number

If proposal is by a corporation, form must include the date and be signed here by (a) President or Vice President, and (b) Secretary, Assistant Secretary, Treasurer, or Assistant Treasurer, and (c) a corporate seal must be affixed. If this form is not so signed, a corporate resolution authorizing form of execution must be attached to this proposal.

Signature

Typed or Printed Name

Title

Business Name of Offeror

Street Address

City/State/ZIP Code

Telephone Number

Date

Signature

Typed or Printed Name

Title

SEAL:

NAME OF PRIME OFFEROR.....

9. Affidavit of Non-Collusion:

State of: _____

RFP No. _____

County of: _____

I state that I am _____ (Title) of _____ (Name of my organization) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this proposal and I have placed my signature below.

I state that:

(1) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, Offeror or potential Offeror.

(2) Neither the price(s) nor the amount of this proposal, and neither the terms nor the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a bidder or potential offeror, and they will not be disclosed before proposal opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal in response to this RFP, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.

(4) The proposal of my organization is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid. I have read, understand and will abide by the Authority's Contractor Integrity Provisions.

(5) _____ (my organization's name) its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ (my organization's name) understands and acknowledges that the above representations are material and important and will be relied on by The Philadelphia Parking Authority when awarding the contract for which this proposal is submitted. I understand and my organization understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from The Philadelphia Parking Authority of the true facts relating to the submission of bids / proposals for this contract.

Signature

SWORN TO AND SUBSCRIBED
BEFORE ME THIS ____ DAY
OF 20__

Printed Name

Notary Public
My Commission Expires: _____

NAME OF PRIME OFFEROR.....

10. Offeror's Qualifications:

- a. **Type of business:** Individually owned
Check one Partnership
Corporation
Other

- b. **Number of employees:** Under 25
Check one Under 50
Under 100
Over 100

c. **If you have had previous contracts with the Authority, list date and product or service provided:**

i.....

ii.....

iii.....

d. **Philadelphia Business Activities License Number:** _____

e. **Federal EIN Number:** _____

NAME OF PRIME OFFEROR.....

INTENTIONALLY
LEFT BLANK

SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM (RFPS)
DISABLED (DS-DBE), MINORITY (M-DBE), AND WOMEN (W-DBE) OWNED BUSINESSES

THE PHILADELPHIA PARKING AUTHORITY
MINORITY AND DISADVANTAGED BUSINESS PARTICIPATION PROGRAM

Proposal Number 17-25 Name of Offeror No. of Copies Submitted Page __ of

See Instructions: Complete one or more forms for each type of disadvantaged business participation required: check one: DS-DBE M-DBE W-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 - <input type="checkbox"/> DS-DBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE	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		Amt Committed to		
Telephone No. Fax No.		Yes	No	\$		
MBEC Certification No.					percentage of total bid	
Disadvantaged Business Information - <input type="checkbox"/> DS-DBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE	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 Telephone No.		Quote Received		Amt Committed to		
MBEC Certification No.		Yes	No	\$		
					%	
Disadvantaged Business Information - <input type="checkbox"/> DS-DBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE	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)		
Address						
Contact Name Telephone No.		Quote Received		Amt Committed to		
MBEC Certification No.		Yes	No	\$		
					%	

THE PHILADELPHIA PARKING AUTHORITY		REQUEST FOR WAIVER / REDUCTION OF PARTICIPATION FORM FOR PUBLIC BIDS MINORITY (M-DBE), WOMEN (W-DBE) AND DISABLED OWNED BUSINESSES (DS- DBE)			
RFP No. 17-25	Name of Offeror			Date of Proposal Opening	
Type of DBE Firm	Participation Range Recommended	Percentage Achieved	Percentage Waiver/Reduction Requested	<p>1. Disadvantaged Business Unavailable to Participate Of those disadvantaged businesses listed on the solicitation for participation form, identify those which were interested in the contract but were unavailable to work on this contract or were unable to prepare a quote. State the reasons for the unavailability of each disadvantaged business. Confirming letters from the firms unavailable to do the work should be submitted whenever possible.</p> <p>2. Contractor's Advertisements for Participation Have you advertised in general circulation media, trade association publications and media focused on disadvantaged businesses concerning subcontracting and joint venture opportunities for this contract? If so, attach copies of all such advertisements published by you. If copies are not available, explain why and state the text of the advertisement(s) and the publications where they were printed.</p> <p>3. Information and Assistance Provided to Disadvantaged Businesses Of those disadvantaged businesses listed on the Solicitation for Participation and Commitment Form, identify those to whom you provided plans, specifications, and requirements of the contract. Detail all assistance you provided to interested disadvantaged businesses and all your efforts at negotiation for specific sub-contracts.</p>	
M-DBE	N/A				
W-DBE	N/A				
DS-DBE	N/A				
<p>INSTRUCTIONS (IF APPLICABLE)</p> <p>To be eligible for award, if your firm has not achieved participation from disadvantaged businesses, you must request a waiver.</p> <p>On this form you must indicate the ranges which you achieved, and the amount of ranges which you are seeking to have waived.</p> <p>To be granted a waiver of the participation ranges, you must show that you have made a good faith effort to obtain participation. On separate company letterhead you must address each of the three sets of questions identified on this form. You may also attach supplemental pages and additional documentation.</p>					
READ THIS NOTICE BELOW					
Your Request for Waiver will be considered and approved or disapproved solely on the basis of information submitted with the proposal.				In submitting this form and any information pertaining to this request for waiver, vendor certifies that the statements are true and such certification is made subject to the penalties set forth in 18PA. C.S. §4904 relating to unsworn falsification to authorities.	



Proposal Decline Form: RFP No. 17-25 – Architectural Services for Bus Shelters

If you do not intend to submit an offer to the Authority for this solicitation, please return this form immediately.

The undersigned vendor declines to submit an offer for this project.

Name: _____

- Requirements too “tight” (explain below)
- Unable to meet time period for responding to this RFP
- We do not offer this product or service
- Our schedule would not permit us to perform
- Unable to meet Requirements (please detail below)
- Unable to meet Bond/Surety Requirements
- Requirements unclear (explain below)
- Unable to meet Insurance Requirements
- Unable to meet Contract Requirements (explain below)
- Other (specify below)

Comments:

Upon completion of this form, please email the form to Mary Wheeler, Manager of Contract Administration at mwheeler@philapark.org.