



Request for Proposals

Special Counsel to the Board

RFP No. 17-36

Issue Date: November 27, 2017

The Philadelphia Parking Authority is soliciting written responses from qualified law firms to act as Special Counsel to the Board of Directors of the Philadelphia Parking Authority.

The Philadelphia Parking Authority requests that responses be submitted by:

2:00 PM EST on December 27, 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

REQUEST FOR PROPOSALS FOR

Special Counsel to the Board

RFP No. 17-36

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PART I
GENERAL INFORMATION TO OFFERORS

SUMMARY

When: Proposals must be submitted by Wednesday, December 27, 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 Offeror's name and must be boldly and clearly **handwritten** (*not* typewritten) "RFP No. 17-36 Special Counsel to the Board". 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 Registration A pre-proposal conference will not be held for this solicitation. Interested firms must register with Mary Wheeler, Manager of Contract Administration, at mwheeler@philapark.org by submitting the Vendor Registration form provided as *Appendix D* to be eligible to participate in this solicitation. Only those firms who register will be considered responsive.

I-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 Parking Authority Law, *See* 53 Pa. C.S. § 5501 *et seq.* The Authority is seeking proposals from qualified law firms to act as Special Counsel to the Board. 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.

I-2. Background.

The mission of the Philadelphia Parking Authority is to enhance the quality of life for all those who live work and visit Philadelphia through our strategic partnerships with the Commonwealth of Pennsylvania and the City of Philadelphia. That is accomplished by supporting 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.

To fulfill our Mission, the Philadelphia Parking Authority:

- Provides comprehensive on-street parking management services including the development of sound parking regulations and public service programs designed to address the current needs of each community, as well as fair, consistent enforcement operations;

- Sets standards of excellence as well as affordable pricing structures through the construction and management of off-street parking facilities;
- Presents a first rate introduction to the region by providing attractive, user friendly on-site parking facilities at Philadelphia International Airport;
- Insures safe, convenient, reliable taxicab and limousine service through sound regulations and consistent enforcement;
- Improves traffic and pedestrian safety through automated red light camera enforcement at dangerous intersections;
- Applies new technology and continuing professional staff development to insure the highest quality public service and the greatest efficiency in all operations.

The following is the ten year total of direct payments from operations of the Philadelphia Parking Authority to various government entities:

On-Street Parking to the City General Fund	\$339,986,201
On-Street Parking to the School District	\$88,914,065
Airport Parking to the City Division of Aviation	\$276,762,965
Red Light Camera Enforcement to PennDot	\$59,787,164
Independence Mall Garage to City General Fund	\$10,111,028
Old City Garage to U.S. Department of Interior	\$6,656,348

The Authority’s role in enhancing and maintaining the City of Philadelphia’s transportation infrastructure requires continual communication with the public and numerous neighborhood and business stakeholders. As detailed in the requested services section of this RFP, the Authority’s Board seeks an attorney to act as Special Counsel to the Board.

The successful offeror will have extensive experience representing governmental bodies, particularly in the City of Philadelphia. That experience will include representation of governmental bodies in both litigated and transactional matters. The successful offeror will evidence experience counseling public bodies regarding oversight obligations and best practices. A strong understating of Pennsylvania’s Sunshine Act and the Right to Know Law is necessary. This position will report directly to the Board.

I-3. Procurement Questions.

Prospective Offerors are encouraged to submit questions concerning the RFP in writing no later than Monday, December 11, 2017 at 2:00 PM. Questions concerning this RFP are to be submitted via email to Mary Wheeler at mwheeler@philapark.org with “RFP No. 17-36 Special Counsel to the Board” 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.

I-4. 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 questions and clarification requests will be responded to via written addendum that will be emailed to all registered Offerors. Addenda will also be posted to the Authority’s website, www.philapark.org.

I-5. Restrictions of Contract.

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.

I-6. 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 Wednesday, December 27, 2017 at 2:00 PM. 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.

I-7. Small and Diverse Business Requirements.

The Authority is continually looking for opportunities available for growth and advancement among small and diverse business through contracts to provide products, services or construction to the Authority. Offerors shall identify their status as a small and diverse business by completing the Small and Diverse Business Participation Submittal form included in the Proposal Form along with a copy of their Small Business Procurement Initiative certificate issued from the Pennsylvania Department of General Services.

I-8. 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.

I-9. 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.

I-10. Insurance Requirements.

The successful Offeror will be required to submit Insurance Coverage as outlined in the *Appendix C*. 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.

I-11. Executed Contract Required.

By submitting a proposal in response to this RFP the Offeror agrees that the Authority will not be bound to any contract, performance or payment obligation until the Authority's Board votes to award a contract to the successful Offeror and the Authority's Executive Director signs the written contract.

I-12. Contract Negotiation.

If successful, this procurement process will result in the presentation of a completed final-firm contract to the Authority's Board for approval at a public meeting. To advance that goal a sample contract is included as *Appendix B*. Please review the sample contract carefully. Any exceptions or requested changes to the contract **must be clearly noted in the proposal (Tab F)** in order to be considered.

Exceptions or requested changes to the sample contract will be considered a **part of the response**. Exceptions or requested changes to the sample contract should be made with great care. The Authority may reject all or some of those changes or exceptions, in its sole discretion.

The term of this Contract shall commence upon the execution of a contract as noted in I-11 and shall end 1 year thereafter, with 4 one-year Options to Renew at the sole discretion of the Authority, subject to the other provisions of this Contract. The Authority will provide 30 days of notice of its decision to renew this Contract. In the event Law Firm is in the process of providing services that will extend beyond any term of this Contract, the Authority may: 1) renew this Contract if renewal options are available; 2) transfer the legal services provided by Law Firm to another firm at or about the time of expiration of the term or 3) extend this Contract with Law Firm only for the matter then being provided. The Authority may terminate this Contract at any time in its sole discretion as provided in Section 14.a of the sample contract.

I-13. 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.

I-14. Rejection or Acceptance of Proposals.

An Evaluation Committee comprised of Authority Board Members will review all proposals. Discussions and negotiations may be conducted with responsible Offerors for the purpose of clarification and of obtaining best and final offers. Responsible offers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors.

The responsible Offeror whose proposal is determined in writing to be the most advantageous to the Authority, taking into consideration price and all evaluation factors, shall be selected for contract negotiation. In the event the negotiations reveal that the proposal selected for negotiation is not the most advantageous or the Offeror selected for negotiation defaults or withdraws from negotiation, the Evaluation Committee may select another proposal then determined to be the most advantageous to the Authority, taking into consideration price and all evaluation factors, for contract negotiation. The Authority may cancel the RFP and reject all proposals at any time prior to award by the Board.

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. 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.

I-15. 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.

I-16. Subcontracting, Key Personnel, and Experts.

Subcontracting, assignment, or transfer of all or part of the interest of the Law Firm that is awarded a Contract or in the work covered by this Contract is prohibited and void without the prior written approval of the Board Chair. In the event such consent is given, the terms and conditions of this Contract shall apply to and bind the party or parties to whom such work is subcontracted, assigned, or transferred as fully and completely as the Law Firm is hereby bound and obligated and the Law Firm shall obtain written acknowledgement thereof from all subcontractors and experts so engaged.

I-17. 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 or multiple Offerors 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. 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. Costs incurred by the Offeror in the preparation of the proposal or during any review or negotiations shall be born exclusively by the Offeror.

I-18. Standard Practices.

All work performed under the contract shall be subject to inspection and final approval by the Authority, through the Executive Director or her designee.

I-19. 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. §§67.101–67.310.4), Pennsylvania's Procurement Code, or other laws, many documents may not be protected. All Offerors are advised to seek counsel or otherwise educate themselves regarding open records requirements in Pennsylvania.

I-20. 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.

I-21. Shipping and Delivery.

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

PART II

INFORMATION REQUIRED FROM OFFERORS

II-1. 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. All documents must contain a one-inch margin. 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 Offerors response.

The tab requirements are as follows:

- Tab A Transmittal Letter
- Tab B Qualifications and Experience
- Tab C Reference Information
- Tab D Technical Response
- Tab E Budget/Fee Proposal
- Tab F Proposal Form
- Tab G Certificate of Insurance
- Tab H Financial Statements
- Tab I Unacceptable Contract and Insurance Terms
- Tab J Additional Information

II-2. Transmittal Letter (Tab A).

Offerors shall submit a cover letter, signed by an authorized principal or agent of the firm, which provides an overview of the respondent's proposal, as well as the name, title, email address and phone number of the person to whom the Authority may direct questions concerning the proposal. Include a statement by the Offeror accepting all terms and conditions contained in this RFP, signed by an officer or individual with authority to bind the firm.

II-3. Qualifications and Experience (Tab B).

Offerors are to provide a summary of their firm's experience representing government agencies in the Commonwealth of Pennsylvania with regard to the requirements set forth in this RFP.

II-4. References (Tab C).

Offeror must have a minimum of twenty years' experience in the area of law specified in the Work Statement. A minimum of three (3) client references, which encompass the Scope of Services outlined in this RFP, particularly from other governmental agencies, should be submitted. The client references must include the name of the organization, address, email address, telephone number, individual contact person, the dates services were performed and a description of the services provided.

II-5. Technical Response (Tab D).

Offerors shall provide a response detailing how they can meet the requirements of the RFP.

II-6. Budget/Fee Proposal (Tab E).

Offerors are to provide an hourly rate of compensation to perform all services outline in the RFP as well as additional

cost or reimbursement rates.

II-7. Proposal Form (Tab F).

The proposal form attached as *Appendix A* 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).

II-8. Insurance Requirements (Tab G).

The successful Offeror will be required to submit Insurance Coverage as outlined in the Requirements. Each proposal must include 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.

II-9. Financial Statements (Tab H).

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 – Company Name".

II-10. Unacceptable Contract and Insurance Terms (Tab I).

If successful, this procurement process will result in the presentation of a completed final-form contract to the Authority's Board for approval at a public meeting. To advance that goal a sample contract is included in the Requirements section of this solicitation. Please review the sample contract carefully. Any exceptions or requested changes to the contract **must be clearly noted in the proposal** in order to be considered.

Exceptions or requested changes to the sample contract will be considered a **part of the response**. Exceptions or requested changes to the sample contract should be made with great care. The Authority may reject all or some of those changes or exceptions, in its sole discretion.

PART III

CRITERIA FOR SELECTION

III-1. Mandatory Responsiveness Requirements. To be eligible for selection, a proposal shall be (a) submitted by a firm who has filed a Vendor Registration Form; (b) timely received from an Offeror; and (c) properly signed by the Offeror.

III-2. Technical Nonconforming Proposals. The three (3) Mandatory Responsiveness Requirements set forth in Section III-1 above are the only RFP requirements that the Authority will consider to be non-waivable. The Authority reserves the right, in its sole discretion, to waive any other technical or immaterial nonconformities in the proposal, allow the Offeror to cure the nonconformity, or consider the nonconformity in the evaluation of the proposal.

III-3. Proposal Evaluation. Proposals will be reviewed, evaluated and rated by an Evaluation Committee consisting of members of the Board of Directors. The Authority will select the most highly qualified firm or the firm whose proposal is determined to be most advantageous to the Authority as determined by the criteria listed below.

III-4. Evaluation Criteria. The Authority determined that it is was not advantageous for it to use a bidding process in order to secure the services of Special Counsel to the Board because it wished to consider criteria other than price in the award process, in particular, the Offeror's qualifications and experience.

Proposals will be evaluated consistent with the requirements of this RFP and determine the most responsive Offerors as follows:

- a. The Offeror's technical understanding of the scope of services and proposed professional services as evidenced by the proposal submitted. **Weight: 25%**
- b. The background and experience of the Offeror in providing similar services, as well as specific background, education, qualifications and relevant experience of key personnel to be assigned to this contract, particularly to government entities. **Weight: 25%**
- c. Proposed fees and costs, although the Authority is not bound to select the legal firm who proposes the lowest fees. The Authority reserves the right to negotiate fees with the selected law firms. **Weight: 35%**
- d. Small and Diverse Business participation. **Weight: 10%**
- e. Information obtained by the Authority from offeror's references or other clients. **Weight: 5%**

PART IV

WORK STATEMENT

IV-1. Objectives

a. **General.** The Philadelphia Parking Authority is seeking proposals from highly qualified outside counsel to act as Special Counsel to the Board. The primary point of contact for the successful Offeror will be the Board Chair. Special Counsel shall advise, counsel and recommend actions to the Authority on all matters of strategy and tactics.

The Authority holds public Board Meetings once a month to handle the business of the Authority. Special Board meetings may be called as needed.

b. **Specific.** The duties of the special counsel will include but are not limited to the following:

- Attend Authority Board meetings and provide legal counsel related to all business of the Authority as it arises or as directed by the Board;
- Attend such other meetings or conferences of the Authority's Board, individual Board Members and Authority staff as needed to address Authority business.
- Conduct legal research and draft written advice and opinions as requested by the Board; and
- Work in conjunction with the Authority's Board to represent the best interests of the Authority.

PART V

CONTRACT TERMS AND CONDITIONS

V-1. Sample Contract. A sample contract is attached to this solicitation as *Appendix B*. Please review the sample contract carefully. Any exceptions or requested changes to the contract **must be clearly noted in the proposal (Tab I)** in order to be considered.

Exceptions or requested changes to the sample contract will be considered a part of the response. Exceptions or requested changes to the sample contract should be made with great care. The Authority may reject all or some of those changes or exceptions, in its sole discretion.

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.

V-2. Minimum Insurance Requirements. The successful Offeror will be required to submit Insurance Coverage as outlined in *Appendix C*. 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.

Appendix A
Proposal Form

**APPENDIX A
PROPOSAL FORM**

**SPECIAL COUNSEL TO THE BOARD
REQUEST FOR PROPOSALS No. 17-36**

1. The undersigned, having familiarized ___self/selves with the proposal documents to provide legal 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 legal services to the Board.
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 thirty (30) 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
_____	_____
_____	_____
_____	_____

5. Term of Contract. The term of this Contract shall commence upon the execution of a contract and shall end 1 year thereafter, with 4 one-year Options to Renew at the sole discretion of the Authority, subject to the other provisions of this Contract. The Authority will provide 30 days of notice of its decision to renew this Contract. In the event Law Firm is in the process of providing services that will extend beyond any term of this Contract, the Authority may: 1) renew this Contract if renewal options are available; 2) transfer the legal services provided by Law Firm to another firm at or about the time of expiration of the term or 3) extend this Contract with Law Firm only for the matter then being provided. The Authority may terminate this Contract at any time in its sole discretion as provided in Section 14.a of the sample contract.

6. **Requirement Statement:** The undersigned offeror agrees to provide legal services as specified in the RFP and any Addenda if issued.

Signature

Name
(Please Print)

Title

Date

7. Offeror Signatures:

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

_____ Signature of Owner of Partner	_____ Business Name of Bidder
_____ Typed or Printed Name	_____ Street Address
_____ Title	_____ City/State/ ZIP Code
_____ Date	_____ 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	_____ Signature
_____ Typed or Printed Name	_____ Typed or Printed Name
_____ Title	_____ Title
_____ Business Name of Bidder	
_____ Street Address	_____ SEAL:
_____ City/State/ZIP Code	
_____ Telephone Number	
_____ Date	

8. Affidavit of Non-Collusion:

State of: _____
County of: _____

RFP No. _____

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 2017

Printed Name

Notary Public
My Commission Expires: _____

9. 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: _____

INTENTIONALLY
LEFT BLANK

Philadelphia Parking Authority

SMALL AND DIVERSE BUSINESS PARTICIPATION SUBMITTAL

RFP Name and Number: _____

Company Name: _____

Contact Name: _____ Email: _____

OFFEROR INFORMATION:

Does the Offeror hold a Small Business Procurement Initiative certificate issued by the Pennsylvania Department of General Services? Yes No (MUST check one)

If yes, please identify each category that applies to your business:

1. _____ Certificate Attached
2. _____ Certificate Attached
3. _____ Certificate Attached

The Offeror will need to attach a copy of their SBPI certificate. Offeror will be required to maintain their status as a certified Small and Diverse Business throughout the entire term of the contract.



Proposal Decline Form: RFP No. 17-36 – Special Counsel to the Board

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

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

Offeror 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
- Unable to meet Bond/Insurance 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.

Appendix B
Sample Contract

CONTRACT FOR LEGAL SERVICES

This Contract for Legal Services (“Contract”), is entered into as of the ____ of _____, 2017, by and between **The Philadelphia Parking Authority** headquartered at 701 Market Street, Suite 5400, Philadelphia, PA 19106 (“Authority”) and _____ with a principle place of business at _____ (“Law Firm”).

WHEREAS, the Authority’s Board seeks outside legal counsel services in matters described herein;

WHEREAS, the Authority determined that it is was not advantageous for it to use a bidding process in order to secure the legal services subject to this Contract because it wished to consider criteria other than price in the award process, in particular, the offeror’s qualification, experience and local workforce;

WHEREAS, the Authority issued Request for Proposal No. _____ “Board Special Counsel” (the “RFP”) to secure the services of highly qualified outside counsel to act as Special Counsel to the Board. The RFP is attached to this Contract as Appendix **A**, and incorporated into this Contract as if set forth fully herein;

WHEREAS, Law Firm submitted an offer in response to the RFP, dated _____ (the “Response”). The Response is attached to this Contract as Appendix **B**, and incorporated into this Contract as if set forth fully herein; and

WHEREAS, the Law Firm has represented that it is qualified to and has agreed to act as Special Counsel to the Board.

NOW, THEREFORE, the Authority and the Law Firm, with the intention of being legally bound, hereby agree as follows:

1. Definitions. The following definitions shall apply when used in this Contract:

a. “Effective Date” shall mean: a) the date the Contract has been fully executed by the Law Firm and by the Authority or b) the date referenced in the Contract, whichever is later. The Contract shall not be a legally binding contract until after a copy of the fully-executed Contract and a Notice to Proceed have been sent to the Law Firm.

b. “Notice to Proceed” shall mean a written notice sent to the Law Firm stating that the contract has been fully executed and that the Law Firm may commence performance as Special Counsel to the Board. The primary point of contact for the Law Firm will be the Board Chair or Committee Chairs as the matter may be. The ability of all Board Members to communicate with Law Firm will not be diminished by the foregoing.

c. “Guidelines” shall mean the Retention Guidelines for Outside Counsel attached to this Contract as Appendix E, and incorporated into this Contract as if set forth fully herein. In case of a conflict between this Contract and the Guidelines, the Contract shall control.

2. Services. Law Firm’s duties as special counsel will include the following:

a. Attend Authority Board meetings and provide legal counsel related to all business of the Authority as it arises or as directed by the Board;

b. Attend such other meetings or conferences of the Authority's Board, individual Board Members and Authority staff as needed to address Authority business.

c. Conduct legal research and draft written advice and opinions as requested by the Board; and

d. Work in conjunction with the Authority's Board Chair to represent the best interests of the Authority.

3. Compensation. The Authority has agreed to pay and the Law Firm has agreed to accept the compensation of [REDACTED] as identified on page [REDACTED] of the Response. The parties agree that the this Contract and the Retention Guidelines for Outside Counsel will control, including, but not limited to, the manner in which that compensation is paid, how and what may be invoiced and how the invoices are to be presented to the Authority.

4. Term of Contract.

a. The term of this Contract shall commence on the date first written above and shall end 1 year thereafter, with 4 one-year Options to Renew at the sole discretion of the Authority, subject to the other provisions of this Contract. The Authority will provide 30 days of notice of its decision to renew this Contract. In the event Law Firm is in the process of providing services that will extend beyond any term of this Contract, the Authority may: 1) renew this Contract if renewal options are available; 2) transfer the legal services provided by Law Firm to another firm at or about the time of expiration of the term or 3) extend this Contract with Law Firm only for the matter then being provided. The Authority may terminate this Contract at any time in its sole discretion as provided in Section 14.a.

b. Except as otherwise specifically provided for herein, the Authority, shall not be liable to pay the Law Firm for any services or work performed or expenses incurred before the Effective Date of this Contract and before the Authority has delivered a written assignment letter to Law Firm assigning specific work to be performed.

5. Billing. The Law Firm shall submit monthly invoices to the Authority's General Counsel ("General Counsel") for services performed during each billing period as provided in the Retention Guidelines for Outside Counsel Invoices. General Counsel shall prepare the invoices for review and approval by the Board Chair and Board Secretary and facilitate payment through the Finance Department once so approved.

6. Consultation. The Law Firm shall consult with and keep the Board Chair fully informed as to the progress of all matters covered by this Contract. The Law Firm shall consult and cooperate with, and shall be responsible directly to, the Board Chair, and other officials as designated by the Board Chair on all matters of strategy and tactics. The duty of the Law Firm shall be to advise, counsel, and recommend actions to the Authority and to carry out to the best of its ability its directions. The Law Firm will not make any offer, settlement, or compromise without the written consent of the Board Chair. The Law Firm shall offer the Board Chair the opportunity to review court documents and briefs prior to filing and shall provide a final electronic copy of all pleadings and briefs to the Board Chair. The Law Firm shall make all of its work product prepared in connection with the services rendered under this Contract, and other parties' pleadings, discovery, correspondence, and other relevant documents and materials, available to the Board Chair in a format acceptable to the Board Chair.

7. Subcontracting, Key Personnel, and Experts. Subcontracting, assignment, or transfer of all or part of the interest of the Law Firm in this Contract or in the work covered by this Contract is prohibited and void without the prior written approval of the Board Chair. In the event such consent is given, the terms and

conditions of this Contract shall apply to and bind the party or parties to whom such work is subcontracted, assigned, or transferred as fully and completely as the Law Firm is hereby bound and obligated and the Law Firm shall obtain written acknowledgement thereof from all subcontractors and experts so engaged. The Law Firm, with respect to any replacement of key personnel assigned to this matter, shall consult with the Authority. Notwithstanding the foregoing, the Law Firm may, with the prior written approval of the Board Chair, engage experts in various fields related to the subject matter of this Contract to assist the Law Firm in the performance of its services under this Contract. The hourly rates, fees, or other compensation to be paid to such experts shall also be subject to the prior written approval of the Board Chair. Approved compensation of such experts, as incurred, shall be included in the Law Firm's invoices presented pursuant to the provisions of Paragraph 5. of this Contract, without addition, surcharge, or increase by the Law Firm of the actual fees billed to the Law Firm by such experts. The terms and conditions of this Contract shall apply to and bind the subcontractors or experts engaged as fully and completely as the Law Firm is hereby bound and obligated and the Law Firm shall obtain written acknowledgement thereof from all subcontractors or experts so engaged.

8. Ownership Rights. All documents, data, and records produced by the Law Firm and any experts in carrying out the obligations and services hereunder, without limitation and whether preliminary or final, are and shall become and remains the property of the Authority.

a. The Authority shall have the right to use all such documents, data, and records without restriction or limitation and without additional compensation to the Law Firm and any experts and the Law Firm and any experts shall have no right or interest therein.

b. Upon completion of the services hereunder or at the termination of this Contract, all such documents, data, and records shall, if requested by the Board Chair or the Authority, be appropriately arranged, indexed, and delivered to the Board Chair by the Law Firm.

c. Any documents, data, and records given to or prepared by the Law Firm and any subcontractors or experts under this Contract shall not be made available to any individual or organization by the Law Firm or any subcontractors or experts without the prior approval of the Board Chair. Any information secured by the Law Firm and any subcontractors or experts from the Authority, its members, employees and agents in connection with carrying out the services under this Contract shall be kept confidential unless disclosure of such information is approved in advance and in writing by the Board Chair or is directed by a court or other tribunal of competent jurisdiction.

d. The Law Firm may retain copies of documents delivered to the Board Chair or to the Authority.

9. Modification or Changes. Changes regarding the funding of a Contract or a change in Contract length may be accomplished only by approval of the Authority's Board and must be in writing and must be signed by the Authority and the Law Firm. All other changes to contract terms, including changes in the scope of work, must be incorporated into a formal written amendment to this Contract, signed by both parties, and executed in the same manner as this original Contract and in accordance with applicable law.

10. Conflict of Interest. The Law Firm represents and warrants that it has no conflicting representation that has not been fully disclosed to and waived by the Board Chair and shall not undertake any representation that conflicts with the performance of the services or obligations under this Contract unless such conflicting representation has been fully disclosed to and waived by the Authority's Board. Any conflicting representation shall be promptly disclosed to the Authority's Board. The Authority's Board shall determine whether such conflict is cause for termination of this Contract. The process for obtaining conflict waivers is

more fully described in the Office of General Counsel Conflict Waiver Procedure, which is attached as Appendix C of this Contract.

11. Inability to Perform. The Law Firm agrees that if, because of death or any other occurrence beyond the control of the Law Firm, it becomes impossible for any principal or principals and, in particular, the principals assigned to legal work assigned by the Authority, to render the services set forth in this Contract, neither the Law Firm nor the surviving principals shall be relieved of their obligations to complete performance hereunder. The Law Firm shall, with respect to any replacement principal proposed to be assigned to this matter, consult with the Board Chair. The Board Chair's prior written consent to the proposed replacement is required and may be withheld in its sole discretion.

12. License to Appear. The Law Firm represents and warrants that attorneys involved in this representation are duly licensed and in good standing to practice before the judicial forum, court, board, or tribunal before which they will appear or practice on behalf of the Authority. The Law Firm, subject to prior written approval of the Board Chair, may obtain a subcontractor to act as co-counsel where appearance by the Authority is required in a forum or jurisdiction where its attorneys are not licensed to practice, provided, however, that the firm's use of the subcontractor in that circumstance is subject to Paragraph 7 of this Contract.

13. Independent Contractor. In performing the services required by this Contract, the Law Firm will act as an independent contractor and not as an employee or agent of the Authority.

14. Termination Provisions. The Authority has the right to terminate this Contract for any of the following reasons. Termination shall be effective upon written notice to the Law Firm.

a. Termination for Convenience. The Authority, through the Board Chair, shall have the right to terminate this Contract for its convenience if the Authority determines termination to be in its best interest. The Law Firm shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Law Firm be entitled to recover loss of profits.

b. Termination for Cause. The Authority, through the Board Chair, shall have the right to terminate this Contract for Law Firm default upon written notice to the Law Firm. The Authority shall also have the right, upon written notice to the Law Firm, to terminate the Contract for other cause as specified in this Contract or by law. If it is later determined that the Authority erred in terminating the Contract for cause, then, at the Authority's discretion, the Contract shall be deemed to have been terminated for convenience under Subparagraph 14.a.

15. Integration Clause. This Contract, including all referenced documents, constitutes the entire agreement between the parties. Terms used in appendices hereto shall have the same meanings as are ascribed thereto in this Contract unless otherwise defined therein. No agent, representative, employee, or officer of the Authority or the Law Firm has authority to make, or has made, any statement, agreement, or representation, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to, detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished pursuant to Paragraph 9 of this Contract.

16. Nondiscrimination/Sexual Harassment. The Law Firm shall comply with all applicable provisions of state and federal constitutions, laws, regulations, and judicial orders pertaining to nondiscrimination, sexual harassment, and equal employment opportunity.

17. Integrity Provisions. Law Firm agrees to comply with the Contractor Integrity Provisions, which are attached hereto as Appendix D and incorporated by reference.

18. Indemnity. Law Firm shall be responsible for, and shall indemnify, defend, and hold harmless the Authority and its Members, officers, employees, attorneys and agents (the "Indemnified Parties") from all claims, liabilities, damages, and costs including reasonable attorneys' fees, for bodily injury (including death and workers compensation claims) and damage to real or tangible personal property arising from or related to the negligence or other tortious acts, errors, and omissions of Law Firm, its employees, or its subcontractors while engaged in performing the work of this Agreement or while present on the Authority's premises, and for breach of this Agreement regarding the use or nondisclosure of proprietary and confidential information where it is determined that Law Firm is responsible for any use of such information not permitted by this Agreement. This indemnification obligation shall not be reduced in any way by any limitation on the amount or type of damages, compensation, or benefits payable by Law Firm or its subcontractors under any employee benefit act including but not limited to Workers' Compensation Acts, Disability Benefits Acts, or other Employee Benefit Act.

19. Insurance. The Law Firm represents and warrants that it carries malpractice insurance in the forms and amounts provide in the RFP.

20. Notice. Any written notice to the Authority under this Contract shall be deemed sufficient if delivered to the Authority personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., UPS, Federal Express, etc.), with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, sent to the address set forth below or to such other address as such party may designate by notice given pursuant to this section:

The Philadelphia Parking Authority
Attn: Joseph Ashdale, Board Chair
701 Market Street, Suite 5400
Philadelphia, PA 19106

with a copy to:

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

Any written notice to the Law Firm under this Contract shall be deemed sufficient if delivered to the Law Firm personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., UPS, Federal Express, etc.), with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, sent to the address set forth below or to such other address as such party may designate by notice given pursuant to this section:

**LAW FIRM
ADDRESS**

21. Applicable Law. This Contract 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. Law Firm consents to the jurisdiction of the Philadelphia Court of Common Pleas, waiving any claim or defense that such forum is not convenient or proper. Law Firm 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.

22. General Provisions.

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

i. Provide the Authority, within 5 days after receipt of written notification, with copies of any document or information in the Law Firm’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 Law Firm considers the Requested Information to be exempt from production under the RTKL, the Law Firm must notify the Authority and provide, within 5 days of receiving the written notification, a written statement signed by a representative of the Law Firm 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 Law Firm 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 Law Firm 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 Law Firm 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 Law Firm fails to provide the Requested Information as provided in paragraph No. 4. (“Law Firm’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. Law Firm

hereby understands and agrees that the Authority will not argue in favor of the Law Firm's non-disclosure of the Requested Information and will inform the tribunal that it directed Law Firm to produce such information.

7) In the event of administrative or legal proceedings, or both, related to Law Firm's Refusal, the following will apply:

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

ii. Law Firm 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 Law Firm's failure to release Requested Information, including any statutory damages or order to pay any party's attorney's fees.

8) As between the parties, the Law Firm 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) Law Firm'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 Law Firm 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 Contract.

d. Non-Discrimination. Law Firm agrees to abide by all legal provisions regarding non-discrimination in hiring and contracting made applicable by federal, state and local laws.

e. Captions. The captions and introductory paragraphs of this Contract are a part of this Contract.

f. Order of Precedence. In the event of an inconsistency between provisions of this Contract, it shall be resolved by giving precedence in the following order: (1) the main body of this Contract, including Appendices not referenced in this paragraph; (2) the RFP and (3) the Response.

g. Taxes.

1) Law Firm 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. Law Firm also certifies that its Philadelphia Activity License No. is: [REDACTED]. Law Firm further certifies that its Federal Tax ID. No. is: [REDACTED].

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. Law Firm agrees that the fees, prices or rates stated in this Contract (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 Law Firm is liable. In the event Law Firm's performance under this Contract 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 Law Firm, and Law Firm 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 Law Firm performance under this Contract.

h. 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.

i. Ethical Process. Law Firm 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 Contract 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 Law Firm. To the best of Law Firm'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 Law Firm. If such transaction comes to the knowledge of the Law Firm at any time, a full and complete disclosure of such information shall be made to the Authority.

j. 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: _____

By: _____

Joseph Ashdale
Board Chair

Print Title: _____

APPROVED AS TO FORM

By: _____
Office of Board Chair

LAW FIRM

Witness: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

APPENDIX A
RFP

APPENDIX B
Law Firm's Response

APPENDIX C
CONFLICT WAIVER PROCEDURE

Conflict of Interest. The Law Firm represents and warrants that it has no conflicting representation that has not been fully disclosed to and waived by the Board Chair and shall not undertake any representation that conflicts with the performance of the services or obligations under this Contract unless such conflicting representation has been fully disclosed to and waived by the Board Chair as provided below. Any conflicting representation shall be promptly disclosed to the Board Chair. The Board Chair shall determine whether such conflict is cause for termination of this Contract. The Authority's conflict waiver procedure is as follows:

1. The Authority's standard Contract for Legal Services requires the lawyer or law firm (hereinafter "law firm") to disclose promptly any conflicting representation, unless it has been otherwise waived. (See the attached paragraph from the Contract for Legal Services.) Failure to disclose a conflict or undertaking a conflicting representation without obtaining a waiver is cause for termination of the contract.
2. The law firm's request for a waiver shall be submitted in writing to the Authority's Board Chair. Requests shall be in letter form, but may be sent electronically in PDF format.
3. The waiver request shall:
 - a. Identify all existing representations of the Authority;
 - b. Describe the nature of the conflict;
 - c. Set forth the measures the law firm will take to protect the Authority, officials or employees from any prejudice or detriment if the conflict is waived, and
 - d. State that the other party the law firm represents or seeks to represent has granted a waiver (or a waiver has been sought, and if sought, a second written notice of the granting of such waiver shall be provided).
4. The Board Chair shall analyze the request and submit his or her recommendation to the Executive Director and the Board Chair.
5. The Board Chair will make all waiver decisions and issue a letter to the law firm approving or disapproving the waiver request with a copy to the Executive Director.
6. The decision in a matter shall not be binding on the Board Chair with respect to future matters unless the Board Chair so states.
7. A file for each waiver request and the resolution of each request will be maintained in the Office of Board Chair.

APPENDIX D
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 (the Law Firm shall be referred to herein as “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. Financial Interest means:

1) Ownership of more than a 5% interest in any business; or

2) Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.

e. Gratuity means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

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.

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

4. The 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 on anyone 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. The Contractor shall not, in connection with this or any other Contract with the Authority, directly or indirectly, offer give or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Authority.

6. Except with the consent of the Authority, neither the Contractor nor anyone in privity with him or her shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this Contract except as provided therein.

7. Except with the consent of the Authority, the Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor or material on this project.

8. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

9. Pursuant to federal regulations promulgated under the authority of *The Americans With Disabilities Act*, 28 C.F.R. § 35.101, *et seq.*, the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this Contract, the Contractor agrees to comply with the *General Prohibitions Against Discrimination*, 28 C.F.R. § 35.130.

10. The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Authority in writing.

11. The Law Firm and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Law Firm and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Law Firm shall include the provisions of this paragraph in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.

12. The Contractor, by execution of this Contract and by the submission of any bills or invoices for payment pursuant thereto, certified and represents that he or she has not violated any of these provisions.

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

APPENDIX E
RETENTION GUIDELINES FOR OUTSIDE COUNSEL

The Authority's Board ("Board") expects to have a productive, professional and cost-effective relationship with outside counsel. These Guidelines apply to all engagements for services between the Authority and Law Firm, regardless of the office from which those legal services are performed. Any exception must be approved in advance by Board Chair.

I. MATTER MANAGEMENT AND REPORTING

A. The Contract for Legal Services

Your firm has been retained by Authority to perform legal services as set forth in the Contract for Legal Services ("Contract"). The Contract shall define the scope of services covered by the matter which is the subject of the Contract; a "matter" may consist of a single representation or the provision of legal services in connection with a relatively routine, high volume practice area. The Contract identifies the Board Chair as the primary contact for managing the work. Board Chair may also direct that your firm work in conjunction with or otherwise support the Authority's Office of General Counsel. A third party administrator or insurance claims adjuster may have a defined role in managing the handling of the matter as well. You are expected to keep the Board Chair or other Board Members as indicated from time to time informed of all significant developments that arise, as well as seek his or her direction on strategy and tactics.

Throughout the course of your representation, you must be mindful of conflict issues and disclose promptly any conflicting representation. The Conflict Waiver Procedure that is a part of the Contract for Legal Services sets forth the process for such disclosure. Failure to disclose a conflict or undertaking a conflicting representation without obtaining a waiver from the Board Chair is cause for termination of the contract.

B. Effective Utilization of Personnel

The Board expects a single outside lawyer to be primarily responsible for each matter. Outside counsel should discuss with the Board Chair the staffing requirements for each matter, including the number of attorneys and staff that may work on the matter. We encourage the use of law clerks and paralegals for those aspects of any matter that do not need to be performed by an attorney. Staffing should reflect management practices that are consistent with the delivery of the appropriate level and type of legal services required in order to achieve effective results and resource efficiency.

The Board generally expects one lawyer to attend all relevant depositions, meetings, hearings, trial, and other proceedings.

The Board expects each law firm it engages to use its best efforts to: (1) consider persons from diverse backgrounds for assignment to its Authority engagements; and (2) actively promote full and equal participation of women, racial and ethnic minority groups, and all other persons of diverse backgrounds in the legal profession, as evidenced by the firm's employment practices.

C. Matter Management, Budget and Reports

The Board expects regular communications with outside counsel. The most effective representation results from a true partnership between the Board Chair and outside counsel. You must send to The Board Chair an initial report within forty-five (45) days of the retention of your services covering the following areas:

Management Plan and Budget – the Management Plan and Budget (“Plan”) should include an initial assessment of the assigned matter (see below) and a detailed strategy for handling the matter. The Plan must include an initial budget that estimates the legal fees and other costs to be incurred for the current calendar year as well as projected legal fees and costs for the entire duration of any matter that continues beyond the end of a calendar year. The firm must identify all personnel assigned to the matter, and their respective approved billing rates. An updated budget and personnel list, on firm stationery, must be submitted at the start of each subsequent calendar year or more frequently if there is a known material variance in the budget. The Board recognizes that it may be difficult at an early stage to project all the resources required for a matter; however, we believe that the plan and budget are important management tools.

*Initial Assessment of Litigation Claims*¹ – The Initial Assessment must include a detailed description of the claim, applicable defenses, an assessment of potential liability and possible verdict range, any settlement demand by opposing counsel, and estimated trial date/time (if applicable).

You are expected to keep the Board Chair advised of the status of the matter. In the absence of material developments that require immediate notification, you should submit at least quarterly a confidential matter status report that (1) summarizes developments to date; (2) identifies actions that are planned to be taken in the forthcoming six (6) months; and (3) updates the previously submitted Management Plan and Budget. In those instances where the Board Chair is not present at a meeting, hearing, deposition or any other relevant event, you must send a prompt report of the event by telephone or electronic mail as directed by the Board Chair attorney.

D. Correspondence and Pleadings

No significant correspondence or pleading should be sent or filed without prior approval of the Board Chair. In general, outside counsel should keep the Board Chair fully informed of all developments on a timely basis and consult with him or her on all matters of strategy, planning and proposed disposition by motion, trial or settlement.

Correspondence: Copies of all correspondence received or sent on the Authority’s behalf by your firm to opponents or other third parties should be sent to the responsible Board Chair attorney.

Pleadings: Copies of all pleadings received or filed on the Authority’s behalf by your firm should be sent to the Board Chair.

The Board Chair should have the opportunity to discuss the preparation of pleadings with your firm sufficiently in advance of filing deadlines to determine who will perform the work.

E. Discovery

The Authority may prefer to have someone from its Office of General Counsel present during the preparation for and deposition of Authority personnel. The Board believes the Office of General Counsel’s knowledge of the Authority’s business can be beneficial to you in preparing the witness and in the course of questioning by opposing parties. You are not permitted to waive the right of Authority personnel to review and sign their depositions and must not enter into any stipulations to the contrary.

¹ If the matter involves litigation of a routine, high volume nature the Board Chair shall define for the firm the level of reporting required for each individual claim.

All discovery requests should be forwarded to the Office of General Counsel immediately, indicating the response date. Authority staff can better assist in preparing responses if outside counsel can, preliminarily, identify objectionable questions and indicate these questions for which information is requested, as well as a recommended approach for completing the response. Outside counsel must consult with the Board Chair regarding anticipated electronic discovery (e-discovery) requests and use of any e-discovery computer programs, whether owned by the firm or provided by third-party vendors. The Authority will not pay for any such programs without advance approval.

Many internal Authority documents are confidential or protected by privilege. Accordingly, the Authority's Office of General Counsel may require that a Confidentiality Agreement and/or Protective Order be secured to insure that the confidential nature of the information is maintained.

F. Expert Witnesses or Consultants

Where outside counsel determines that an expert witness or a special consultant is necessary for any matter, the responsible the Office of General Counsel must be consulted prior to any engagement, and prior written approval must be obtained. In making such recommendation, outside counsel should provide the Office of General Counsel with a written description of the study or testimony the expert is expected to provide, the expert's qualifications, the rationale for using an expert in the matter and an estimate of the expert's fees and expenses. As with your firm's staffing and time on any matter, the Authority expects that recommendations concerning the use of expert witnesses and consultants will be at appropriate levels for the risk and exposure involved in the matter.

G. Negotiations, Settlements and Appeals

The decision to try, settle or appeal a case rests solely with the Board. All settlement opportunities and demands must be brought promptly to the attention of the Board Chair, along with your recommendations. Under no circumstances should your firm agree to settle any case on the Authority's behalf, enter into a consent decree or stipulation, release any substantial right, or otherwise commit the Authority on any issue without the Board's prior approval.

II. BILLING REQUIREMENTS

A. In General

Billing invoice requirements have been developed to clearly advise you as to how Authority would like the bills submitted. Specific provisions are set forth in your Contract for Legal Services, and the format that should be used in invoice preparation must be approved in advance by the Board Chair. These requirements must be followed with respect to all bills unless the Board has pre-authorized another arrangement.

The Authority expects that any firm retained to perform services on its behalf will accomplish its goals and objectives in a manner that maximizes value and minimizes expense without sacrificing quality. Compensation arrangements are set forth in the Contract for Legal Services.

If the Authority inadvertently pays an invoice, which on review does not comply with the Guidelines, the Authority retains the right to obtain reimbursement of such payment.

B. Rates

The Authority will pay specified hourly rates, as set forth in the Contract for Legal Services for services by attorneys and paralegals. Actual time in units of 1/10 hour is the maximum acceptable time unit to be used in billing. No changes in billing methodology or hourly rates will be made without the express written approval of the Board Chair.

C. Billing Cycle

Bills for legal services should be submitted on a monthly basis, for services through the last day of the month in which services are performed. The Authority will use best efforts to make payments on invoices within 45 days of receipt.

D. Billing Format

1. The Law Firm shall submit monthly invoices to the Board Chair, and/or such other departments, third party administrators or insurers as may be directed by the Board Chair for services performed during each billing period. Invoices shall be in a form acceptable to the Board Chair and forwarded to the following contact and address:

The Philadelphia Parking Authority
Attn: Legal Department
701 Market Street, Suite 5400
Philadelphia, PA 19106

2. Each invoice shall be under cover of a letter on law firm letterhead and itemized listing of the services performed. The Board Chair may authorize, in writing, service of invoices by electronic mail. In addition to the requirements of paragraph 7, the following information must be included on all invoices. Failure to include this information will result in return of the invoice and a request for a new invoice:

- Invoice Date;
- Service Dates (i.e., start and end dates for services covered by invoice);
- Invoice Number; and
- Gross/Total Amount.

3. The amount shown on each invoice for labor costs shall be in accordance with the rates set forth this Contract.

4. The invoices shall also list approved non-labor costs such as those incurred for travel, food, and lodging.

5. All invoices shall contain a statement that reads substantially as follows:

The Law Firm hereby certifies that the services supplied and expenses incurred as stated in the attached invoice have met all of the required standards set forth in the Contract for Legal Services.

6. All invoices or accompanying letters of transmittal shall be signed by the Law Firm and shall set out the Law Firm's federal employer identification number.

7. All billing statements should include:

- Date task performed
- Identification of attorney/paralegal performing the task with full name and title listed on the statement
- Specific task description
- Time being billed per task
- Hourly rate being charged by the attorney/paralegal
- A summary of the total time and amount charged for each attorney/paralegal
- A specific description of all expenses incurred including the rate charged for copying as limited by the Contract for Legal Services. This description of services should be as specific as possible.

E. Disbursements/Expenses

The Authority expects the hourly billing rate to include overhead and internal charges associated with the law firm's practice. The Law Firm shall require written approval by the Board Chair before incurring any extraordinary or unusual expenses.

The Authority **will not pay** separate charges for the following expenses:

- Word processing
- Overtime charges (including overtime local transportation and meal charges)
- Secretarial/clerical time or functions such as collating, scheduling, indexing, creating files or typing, opening or closing files, data entry, updating pleading binders or retrieval of documents from files
- File organization
- Basic overhead charges (local telephone charges, local fax charges, ordinary postage, courier services to the Authority)
- Books, subscriptions or educational expenses
- Professional association memberships
- Office supplies
- Preparation and review of bills
- Mark-ups for computerized databases (such as Westlaw and Lexis)
- Storage charges
- Re-education of a new attorney if a file is transferred
- Cellular phone charges
- Training on and maintenance of computer systems

The Authority **will pay** for the following when incurred specifically for Authority matters:

- Filing fees
- Court reporter fees
- Expert witness fees, if approved in advance by the Board Chair
- Computerized/database research, if approved in advance by the Board Chair
- Long distance telephone charges and long distance fax charges

- Air freight/express mail deliveries, where necessary to meet applicable deadlines, or as may otherwise be approved by the Board Chair**
- Outside photocopying, binding and printing services, if approved in advance by the Board Chair
- Outside messenger services**

** While Authority may pay for messenger and express service where warranted, as a general matter, the Authority encourages use of e-mail and regular U.S. mail service whenever possible.

F. Travel

The Authority does not anticipate the need for outside counsel to engage in any form of overnight travel. Therefore, associated expenses such as travel costs, meals, and lodging are not anticipated to be part of this Contract. In the event such extraordinary expenses become necessary, the Law Firm must receive the prior express written approval of the Board Chair. Local travel expenses, such as taxis and trains, are reimbursable. The Law Firm shall retain all receipts and shall, upon request of the Board Chair, provide any necessary documentation.

G. Legal Research

Counsel should know the legal aspects of the Authority's business for which it has been retained, particularly the areas in which the case or transaction arises, and should keep abreast of developments in the law that may impact its Authority engagement. Prior approval for extensive legal research is required. If it is anticipated that more than two (2) hours will be spent on computerized legal research, please secure the approval of the Board Chair. The Authority should not be charged for routine research on matters of common knowledge among reasonably experienced counsel in the same geographical location. Where circumstances exist that enable you to use your data or brief banks, the Authority should only be charged for updating the previously researched material. The Authority expects that paralegals or more junior associates will be used on research matters. All research completed on an Authority matter is the property of the Authority and a copy of all significant research projects should be submitted to the Authority's Officer of General Counsel, barring a conflict confirmed by the Board Chair.

H. Confidentiality and Media Coverage

The Board expects absolute confidentiality regarding legal matters handled by each outside counsel. In addition, no statement may be made to the press or any other media – on or off the record - unless prior express written approval is secured from the Board Chair. Under no circumstances should a firm use Authority representation in firm promotional or other informational material without the prior approval of the Board Chair.

Appendix C

Minimum Insurance Requirements

THE PHILADELPHIA PARKING AUTHORITY
INSURANCE AND INDEMNIFICATION REQUIREMENTS
RFP No. 17-36 SPECIAL COUNSEL TO THE BOARD

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. 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, employers liability & cyber liability as required by this contract. Owner must be named as additional insured as shown in requirement #10. If the excess liability does not cover over the cyber liability insurance, then the required minimum cyber liability insurance limit will be \$5,000,000.
3. Professional (E&O) Liability Insurance with minimum acceptable limits of \$1,000,000 per claim, \$2,000,000 aggregate. Claims-made is acceptable.
4. 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 \$100,000. _____ is responsible to pay any and all deductibles and/or self-insured retentions that may apply to the required insurance.
5. 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
6. 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.
7. 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.

8. 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.

9. 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.
10. The carrying of insurance shall in no way be interpreted as relieving _____ of any responsibility or liability under the contract.
11. 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.

12. 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.
13. 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.
14. _____ 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.
15. 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.

Appendix D
Vendor Registration Form



VENDOR REGISTRATION FORM
Philadelphia Parking Authority
701 Market Street, Suite 5400
Philadelphia, Pa 19106

Please email (mwheeler@philapark.org) the completed form to
Mary Wheeler, Manager of Contract Administration

RFP No. 17-36
Special Counsel to the Board

Date: _____

Vendor Name: _____

Vendor Address: _____

Contact Name: _____

Contact Email Address: _____

Contact Phone Number: _____