

# REQUEST FOR PROPOSALS FOR

## Government Relations Services

RFP No. 18-16

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# PART I

## GENERAL INFORMATION TO OFFERORS

SUMMARY	
<b>When:</b>	Proposals must be submitted by Friday, June 29, 2018 no later than 2:00 PM.
<b>Where:</b>	Philadelphia Parking Authority Attention: Mary Wheeler, Manager Contract Administration 701 Market Street, Suite 5400 Philadelphia, PA 19106
<b>How:</b>	Proposals must be sealed and delivered via certified mail, return receipt requested (to include commercial delivery services) or by hand-delivery. Whether mailed or hand-delivered, all envelopes must display the vendor name and must be boldly and clearly <b>handwritten</b> ( <i>not</i> typewritten) "RFP No. 18-16 Government Relations Services". All proposals must be presented with one (1) original and eight (8) copies, individually numbered, and an electronic version consisting of one PDF file.
<b>Mandatory Pre-Proposal Meeting</b>	A mandatory Pre-Proposal Meeting will be held in the offices of the Authority, 701 Market Street, Suite 5400, Philadelphia, PA 19106 on Tuesday, June 5, 2018 at 11:00 AM. Offerors must be in attendance at this meeting or participate in the meeting by calling 1.877.820.7831, Passcode 428188.

### 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 the Act of June 19, 2001, P.L. 287, No. 22, 53 Pd. C.S. § 5501 et seq. as amended, known as the "Parking Authority Law". The Authority seeks to procure Government Relations Services from one or more qualified contractors to represent the Authority in state and/or local matters and in such other areas as directed by the Authority's Executive Director or his designee. 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 contribute to the economic vitality of Philadelphia and the surrounding region by effectively managing and providing convenient parking on the street, at the airport, and in garages and lots; effectively operating a system of red-light camera enforcement; regulating taxicabs, limousines and transportation network companies; and other transportation-related activities.

A number of customer-focused actions flow from the PPA mission:

- Improving cooperation and planning with PPA stakeholders, including state and local transportation partners,
- Implementing cutting-edge technology to improve the customer experience and enhance overall management and agency efficiency,
- Emphasizing employee training on industry best practices,

- Maximizing transparency in hiring and procurement,
- Implementing on-street parking management policies that address neighborhood needs throughout the City,
- Encouraging reasonably priced off-street parking through rate setting policies at seven PPA Center City facilities,
- Maintaining and improving neighborhood parking lots to address both residential and commercial demand,
- Providing leadership in partnering with private and public hospitality and tourism entities to enhance the visitor experience,
- Applying the latest technology for a superior customer experience at the parking facilities at Philadelphia International Airport in support of this important regional economic engine,
- Encouraging safe, clean, reliable taxicab, limousine and transportation network company service through sound regulations and consistent enforcement,
- Improving vehicle and pedestrian safety in targeted intersections through automated red light enforcement,
- Applying latest technology and continuing staff development to provide the highest quality public service with maximum efficiency.

**I-3. Procurement Questions.**

Prospective Offerors are encouraged to submit questions concerning the RFP in writing no later than Friday, June 15, 2018 at 2:00 PM. Questions concerning this RFP are to be submitted via email to Mary Wheeler at [mwheeler@philapark.org](mailto:mwheeler@philapark.org) with “RFP No. 18-16 Government Relations Services” 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 Work Statement or of the solicitation.

**I-4. Clarification of Instructions.**

Should the prospective Offeror find a discrepancy in or an omission from the Work Statement or any part of this RFP, 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](mailto: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](http://www.philapark.org).

**I-5. Restrictions of Contact.**

From the issue date of this RFP until the Authority’s Board approves the awarding of the contract, **Mary Wheeler is the sole point of contact concerning this RFP.** Any violation of this condition by an Offeror may result in the Authority rejecting 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 Friday, June 29, 2018 no later than 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. Failure to attach documents required for submittal at the time of submittal will result in the offer being rejected.

**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 "On Behalf of the General Partner." 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 and attach 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 *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 if the Offeror is awarded a contract.

**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-form 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 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.

**I-13. Business Licenses:**

The proposal should include the Offeror's Philadelphia Commercial Activity License (formerly Business Privilege License) number and the Offeror's Federal Tax ID number if the Offeror is seeking representation of the Authority in Philadelphia. If the Offeror does not currently have a Philadelphia Commercial Activity License, it must obtain one no later than five business days after the Board awards the contract. 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. Offeror shall attach proof of required approvals from the city of Philadelphia Board of Ethics if representation before City Council and the Mayor of Philadelphia is sought. Offeror shall attach proof of registration as a lobbyist with the Commonwealth of Pennsylvania if representation before Legislature and Governor of Pennsylvania is sought. Failure to attach necessary proof at time of submittal as required may cause the proposal to be rejected.

**I-14. Rejection or Acceptance of Proposals.**

An Evaluation Committee comprised of Authority employees 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.**

The selected Offeror shall not assign or in any way transfer any interest in this agreement without prior written consent of the Authority, nor shall the Offeror subcontract any services without prior written approval of the Authority.

**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 Transmittal 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 his designee. The Offeror shall be required to maintain the highest standards of ethical behavior and comply with all appropriate rules and regulations required for lobbyists at all times during the term of the contract. Offeror shall be required to report to the Executive Director of the Authority any complaint against it relating to violations of the State or City Ethics Act during the term of the contract.

**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. §§67.101–67.3104), 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 laws and regulations 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](mailto: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 - Experience
- Tab C - References
- Tab D - Proposal Form
- Tab E - Technical Response and Budget/Fee Proposal- Philadelphia
- Tab F - Technical Response and Budget/Fee Proposal- Harrisburg
- Tab G - Insurance Requirements
- Tab H - Proof of Registration
- Tab I - Proposed Changes to Contract
- Tab J – Client List

#### **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. Experience (Tab B).**

Respondents are to provide a summary of their experience on similar types and sizes of engagements with emphasis on government agencies in the Commonwealth of Pennsylvania.

This summary must include your firm's experience in providing Government Relations Services as described in Work Statement, provide detailed resumes of persons proposed to work directly with the Authority and indicate the level of responsibility of each person and any experience respective to the subject matter of the Authority.

List project team key personnel and provide a project staffing plan. Include a curriculum vitae for each staff member that will be assigned to represent the Authority. Staff shall have at least 3 years of experience as registered lobbyists in Pennsylvania or Philadelphia or supervisory staff with those years of experience must be identified. Key personnel shall be available to commence work immediately upon award of contract. Do not list firm personnel who will not be assigned to represent the Authority.

#### **II-4. References (Tab C).**

A minimum of three (3) client references, to whom services were provided similar to the Work Statement outlined in this RFP. 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. Proposal Form (Tab D).**

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-6. Technical Response and Budget/Fee Proposal- Philadelphia - (Tab E).**

Describe in narrative form your technical plan for accomplishing the work detailed in this RFP relating to Philadelphia. Use the Work Statement located in Part IV of the RFP as your reference point. Describe in detail your strategy and plans for completing the work described.

Include a monthly fixed flat fee proposal for five (5) years. This fee shall be inclusive of all additional expenses. At no time will the Offeror be reimbursed for additional cost or fees associated with fulfilling the terms of the contract.

**II-7. Technical Response and Budget/Fee Proposal- Harrisburg (Tab F).**

Describe in narrative form your technical plan for accomplishing the work detailed in this RFP relating to Harrisburg. Use the Work Statement located in Part IV of the RFP as your reference point. Describe in detail your strategy and plans for completing the work described.

Include a monthly fixed flat fee proposal for five (5) years. This fee shall be inclusive of all additional expenses. At no time will the Offeror be reimbursed for additional cost or fees associated with fulfilling the terms of the contract.

**II-8. Insurance Requirements (Tab G).**

The successful Offeror will be required to submit Insurance Coverage as outlined in *Exhibit C*. 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. Proof of Required Registration. (Tab H).**

Each Offeror must provide proof of registration with the Pennsylvania Ethics Commission for work in Harrisburg and with the Philadelphia Board of Ethics for work in Philadelphia.

**II-10. Recommended Changes to Contract (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 for review as *Appendix B*. 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.

The successful Offeror will be expected to commence the provision of services upon approval from the Authority's Board and the execution of a contract. The Authority may terminate the contract at any time in its sole discretion as detailed in the sample contract.

**II-11. Client List (Tab J).**

Each Offeror must provide a list of clients serviced in the past 3 years in order to permit the Authority to determine if a conflict of interest exists. This list must contain the company name, address, dates of representation and general subject matter regarding the representation.

The Authority reserves the right to be the sole determiner of a conflict of interest. Any Offeror deemed by the Authority to have a conflict of interest may be disqualified or considered unqualified.

## PART III

### CRITERIA FOR SELECTION

**III-1. Mandatory Responsiveness Requirements.** To be eligible for selection, a proposal shall be (a) submitted by an Offeror who was represented at the mandatory pre-proposal meeting; (b) timely received from an Offeror; (c) properly signed by the Offeror; (d) submitted by an Offeror who does not have a conflict of interest.

**III-2. Technical Nonconforming Proposals.** The four (4) 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 Authority employees. The Authority will select the most highly qualified Offeror or the Offeror whose proposal is determined to be most advantageous to the Authority as determined by the criteria listed below.

During the evaluation process, the Authority may require an Offeror to answer questions with regard to the proposal and/or require certain Offerors to make formal presentation to the Evaluation Committee.

**III-4. Evaluation Criteria.** The Authority determined that it is not advantageous for it to use a bidding process in order to secure the services of detailed in this RFP 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. Responsiveness of the proposal to the submission requirements set forth in the RFP. **Weight: 10%**
- b. Qualification and experience of the Offeror with regard to the Work Statement outlined in the RFP. The technical ability and capacity of the Offeror to meet the terms of the contract along with the background and experience of the staff that will be assigned to represent the Authority. **Weight: 30%**
- c. Technical approach to the work described in the Work Statement. **Weight: 20%**
- d. Proposed fees, costs, and changes to the proposed contract although the Authority is not bound to select the firm who proposes the lowest fees. The Authority reserves the right to negotiate fees with the selected firm. **Weight: 35%**
- e. Small and Diverse Business participation. **Weight: 5%**

## PART IV

### WORK STATEMENT

#### IV-1. Objectives

##### 1. General.

The Philadelphia Parking Authority seeks to procure the services of one or more qualified Government Relations contractors to represent the Authority in state and local matters and in such other areas as directed by the Authority's Executive Director or his designee.

Each year, the Authority's operations return over \$110M to local, state and federal government. The Authority operates off-street parking facilities throughout Philadelphia, regulates and administers all on-street parking in Philadelphia, administers the Philadelphia Red Light Camera Program, is the sole towing agent for the Philadelphia Live Stop Program, regulates all common carrier vehicle transportation in Philadelphia (taxicab, Uber/Lyft, limousines, etc.), owns and manages more than 17,000 parking spaces at the Philadelphia International Airport and another 7,000 in Center City Philadelphia. The Authority operates with a profit margin of nearly 40%. The Authority's gross revenue for 2019 is budgeted to be \$270M.

All of these important functions have been assigned to the Authority through the legislative or regulatory process. The successful Government Relations Contractor(s) will develop and implement strategies to maintain effective lines of communication with public officials and lawmakers in both Philadelphia and Harrisburg, monitor legislative and regulatory issues that may impact the mission of the Authority and as otherwise provided herein.

##### 2. Specific.

Each contractor must:

- a) Be duly registered with the applicable state or local oversight body charged with monitoring the activities of lobbyists. Proof of all required registration must be provided with each proposal. That registration must remain valid and current throughout any period of representation of the Authority, as follows:
  - i. If performing work in regard to the Commonwealth of Pennsylvania government, the contractor must be duly registered and in good standing with the Pennsylvania Ethics Commission as provided in Pennsylvania's Lobbying Disclosure Law. 65 Pa. C.S. § 13A01, et seq. and any applicable rules or regulations related thereto.
  - ii. If performing work in regard to City of Philadelphia government, the contractor must be duly registered and in good standing with the Philadelphia Board of Ethics as provided in Philadelphia's Lobbying Code, Chapter 20-1200 of the Philadelphia Code, and any applicable rules or regulations related thereto.
- b) In its proposal, describe its experience advising and representing government agencies in either local and state matters, or both, particularly matters related to transportation issues.
- c) Identify which of its staff will be assigned to represent the Authority and provide a curricular vitae summary for each staff member.
- d) Represent the Authority using staff with at least three years of experience as registered lobbyists in Pennsylvania or identify supervisory staff with those years of experience to oversee the activities of those representing the Authority's interests. Key project staffing changes must be approved by the Authority in advance. The Authority reserves the right to require, at its sole discretion that the selected contractor remove and replace specific personnel or staff from representation of the Authority.

- e) Have a strong working knowledge of legislative, administrative, and regulatory processes in the Commonwealth of Pennsylvania or the City of Philadelphia, or both, consistent with the proposed service.
- f) Have a history of successful government relations experience at the state and local levels.
- g) Describe a clear strategy for representing the Authority at meetings with key legislators at the state and local level as well as members of the Pennsylvania Governor's office.
- h) Clarify its ability to liaison with the representatives of the Commonwealth of Pennsylvania, City of Philadelphia and Philadelphia School District, as relevant to the area of representations proposed.
- i) Identify the resources that will permit the offeror to attend committee meetings, administrative hearings and workshops; monitor legislative and administrative developments; and report back to the Authority.
- j) Demonstrate its experience in coordinating communications and meetings with officials or elected officials of the Commonwealth government or Philadelphia government, or both.
- k) Provide examples of successful government relation actions on behalf of clients before the Commonwealth government or Philadelphia government, or both.

### **2.1 Designation of Area of Representation.**

The Authority will accept proposals for government relations services for the following two areas of focus, a proposal may seek an award in one or both areas:

- a) Philadelphia. This service will focus on the unique aspects of government relations relating to the Philadelphia City Council and Philadelphia government agencies, particularly those impacting transportation functions in the City. The successful contractor(s) will have a firm understanding of the importance of the Authority's mission in Philadelphia and the importance of maintaining a positive dialogue between the City and the Authority. These contractors must have favorable experience and a good reputation for establishing cooperative relationships with City officials and Councilmembers. Contractors must have a strong understanding of the issues impacting the Authority and the Philadelphia legislative process and demonstrated successful experience advancing ordinances and regulations. This experience will be critical to the success of this contractor.
- b) Harrisburg. This service will focus on the Authority's unique position as an organization that exercises government powers as both a local and state-affiliated entity. The successful contractor(s) will have a firm understanding of the Authority's regulatory, budgetary and legislative history in the Pennsylvania General Assembly, as well as current legislative matters potentially impacting the Authority's operations. The successful contractor must understand the importance of maintaining a positive dialogue between the Authority and state officials and lawmakers and have a favorable experience and a good reputation for fostering such relationships. Contractors must have a strong understanding of the issues impacting the Authority and state budgetary, regulatory and legislative process and demonstrated successful experience advancing statutes and regulations. This experience will be critical to the success of this contractor.
- c) An offeror may seek to represent the Authority in both Philadelphia and Harrisburg, or only one venue. The Authority reserves the right to select multiple contractors for a venue and to select a proposal for one area of presentation even if the proposal offers both. Therefore, an Offeror must be willing to represent the Authority in only one area although both have been proposed. Each Offeror must also be willing to work in conjunction with other government relations contractors, in the event more than one is selected.

### **2.2 Term of Representation**

- a) The term of the contract for Government Relations Services shall commence upon award of a contract by the Authority's Board at a public meeting and execution of a contract by the Executive Director and shall end

one year thereafter, unless it is terminated earlier pursuant to the terms of the contract. The term of the contract may be extended by and at the sole option of the Authority for up to 4 (four) additional 12 (twelve) month terms.

### **2.3 Compensation**

The selected Contractor(s) shall submit monthly invoices to the Authority's Executive Director for fees in performing the contracted services during each such period. The Authority anticipates an annual fee divided into 12 equal monthly installments. Contractor's proposed compensation should provide for the possibility that the contract will run for each of the five years referenced in the Terms of Representation section (2.2).

### **2.4 Multiple Contractors**

The Authority reserves the right to select one or more contractors to perform any or all of the Government Relations Services identified in the RFP, including separation by jurisdiction or subject matter.

### **2.5 Services**

In conjunction with other requirements of this RFP, the selected contractor(s) shall perform the Services set forth below and such other work necessary to successfully represent the Authority as provided in this RFP and the contract for services. The Contractor shall:

- a) Develop and implement strategies to promote the Authority's interests through communication with officials and legislators of the Commonwealth government, Philadelphia government and government agencies as appropriate.
- b) Consult with and keep the Executive Director fully informed as to the progress of all matters.
- c) Consult and cooperate with, and be responsible directly to, the Executive Director and other Authority employees designated by him.
- d) Advise, counsel and recommend actions to the Executive Director.
- e) Make and maintain contact with the various components of the Commonwealth government, Philadelphia government and government agencies, as appropriate.
- f) Remain informed about and monitor new or changed ordinances, statutes, regulations or policies affecting the Authority's interests and provide an analysis of the affects of such potential or actual changes to the Executive Director.
- g) Provide information to the Executive Director or his designee in the form of status reports and attend scheduled status meetings as required.
- h) Prepare and submit at the request of the Executive Director, subject to applicable privileges, memoranda and other documents related to the services performed for a particular project.
- g) Maintain the expertise and professionalism necessary to successfully represent the Authority. Act in the best interests of the Authority and conduct itself at the highest levels of ethical behavior at all times.
- i) Provide such other ordinary and reasonable government relations services necessary to achieve the Authority's public mission.

## 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, because the number of changes made or the need for subsequent negotiations will factor into the scoring of the proposal.

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

**NAME OF PRIME OFFEROR.....**

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

**RFP No. 18-16  
GOVERNMENT RELATIONS SERVICES**

**PROPOSAL FORM**

1. The undersigned submits this proposal in response to the above referenced RFP No. 18-16 Government Relations Services, being familiar with and understanding the advertised notice of opportunity, Instructions, Work Statement, Proposal Form, Affidavit of Non-Collusion, and Addenda if any (the "Proposal Documents"), as prepared by the Philadelphia Parking Authority and posted on the Authority's Internet website and on file in the office of the Authority at 701 Market Street, Suite 5400, Philadelphia, PA 19106. The party submitting a proposal is the "Offeror".
2. The Authority reserves the right to withdraw and cancel this RFP prior to opening or to reject any and all proposals after proposals are opened if in the best interest of the Authority, in the Authority's sole discretion. If the Authority accepts Offeror's offer, Offeror agrees to execute a contract memorializing the proposal's terms if the contract is delivered to Offeror within 60 days of the proposal opening date. This provision will not be interpreted to preclude the execution of a contract related to this proposal outside of that 60 day period.
3. Offeror acknowledges receipt of the following addenda:

Addendum	Date Received

**4. Term of Contract:** The term of the contract for government relations services shall commence upon award of a contract by the Authority's Board at a public meeting and execution of a contract by the Executive Director and shall end one year thereafter, unless it is terminated earlier pursuant to the terms of the contract. The term of the contract may be extended by and at the sole option of the Authority for up to 4 (four) additional 12 (twelve) month terms.

**NAME OF PRIME OFFEROR.....**

**5. Requirement Statement:** The undersigned Offeror agrees to provide Government Relations Services as specified in the Work Statement, any Addenda, if issued and the response submitted.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name  
(Please Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**NAME OF PRIME OFFEROR.....**

**6. 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 Offeror
_____ Typed or Printed Name	_____ Street Address
_____ Title	_____ City/State/ ZIP Code
_____ Date	_____ Telephone Number

If offer 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 offer.

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

**NAME OF PRIME OFFEROR.....**

**7. 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 Offeror 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 Proposal, 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 proposal. 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 proposals / proposals for this contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_ DAY  
OF 20\_\_

**NAME OF PRIME OFFEROR**.....

Notary Public

My Commission Expires: \_\_\_\_\_

**8. Qualifications:**

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

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

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

i. ....

ii. ....

iii. ....

d. **Philadelphia Business Activities License Number:** \_\_\_\_\_

e. **Federal EIN Number:** \_\_\_\_\_

**NAME OF PRIME OFFEROR.....**

INTENTIONALLY  
LEFT BLANK

# Philadelphia Parking Authority

## SMALL DIVERSE BUSINESS PARTICIPATION SUBMITTAL

RFP Name and Number: \_\_\_\_\_

Offeror: \_\_\_\_\_

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. \_\_\_\_\_.
2. \_\_\_\_\_.
3. \_\_\_\_\_.
4. \_\_\_\_\_.
5. \_\_\_\_\_.

The Offeror must 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.

**MANAGER CONTRACT ADMINISTRATION  
THE PHILADELPHIA PARKING AUTHORITY  
701 MARKET STREET, SUITE 5400  
PHILADELPHIA, PA 19106**



**Proposal Decline Form: RFP No. 18-16 – Government Relations Services**

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

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

Name: \_\_\_\_\_

- Requirements too “tight” (explain below)
- Unable to meet time period for responding to this Proposal
- We do not offer this product or service
- Our schedule would not permit us to perform
- Unable to complete Work Statement
- Unable to meet Bond/Insurance Requirements
- Work Statement 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](mailto:mwheeler@philapark.org).

Appendix B  
Sample Contract

## **CONTRACT FOR GOVERNMENT RELATIONS SERVICES**

This Contract for Legal Services (“Contract”), is entered into as of the \_\_\_\_ of \_\_\_\_\_, 2018, 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 \_\_\_\_\_ (“Contractor”).

WHEREAS, the Authority’s Board seeks government relations services in matters described herein;

WHEREAS, the Authority determined that it was not advantageous for it to use a bidding process in order to secure the government relations 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. 18-0016 “Government Relations Services” (the “RFP”) to secure the services of highly qualified government relations contractors to act on the Authority’s behalf. The RFP is attached to this Contract as Appendix **A**, and incorporated into this Contract as if set forth fully herein;

WHEREAS, the Contractor 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 Contractor has represented that it is qualified and duly licensed and registered to provide government relations services to the Authority as further provided herein.

NOW, THEREFORE, the Authority and the Contractor, 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 Contractor 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 the Authority’s Board has awarded the Contract to Contractor, the Authority’s Executive Director has executed the contract and a copy of the fully-executed Contract and a Notice to Proceed have been sent to the Contractor.

b) “Notice to Proceed” shall mean a written notice sent to the Contractor stating that the contract has been fully executed and that the Contractor may commence performance of

designated government relations services. The primary point of contact for the Contractor will be the Authority's Executive Director.

2. Services.

(a) Contractor's government relations duties will be assigned by the Executive Director or his designee and be consistent with the services and duties provided in Section \_\_\_\_\_ of the RFP and Section \_\_\_\_ of the Response ("Service"). For the purposes of this Contract, the term Services will also include "lobbying" as that term is defined by the Commonwealth of Pennsylvania or the City of Philadelphia, as applicable to the duties Contractor will perform pursuant to this Contract.

(b) Contractor has assigned and the Authority has accepted the following employee(s) of Contractor to provide Services during the term of this Contract, subject to the provisions of subsection (c):

1. \_\_\_\_\_.
2. \_\_\_\_\_.
3. \_\_\_\_\_.

(c) The Authority, in its sole discretion, may direct Contractor to remove an employee from the approved list of employees provided in subsection (b). Contractor may not add an employee to the approved list with the Authority's written approval, which may be withheld in the Authority's sole discretion.

3. Compensation. The Authority has agreed to pay and the Contractor has agreed to accept the compensation of \_\_\_\_\_ as identified on page \_\_\_\_\_ of the Response.

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. Absent 30 days of notice by the Authority to not renew this Contract, this term shall automatically be extended for the available one-year renewal term, subject to termination as provide din this Contract. In the event Contractor 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 Services provided by Contractor to another contractor at or about the time of expiration of the term or 3) extend this Contract with Contractor 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 Contractor 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 to of specific work to be performed by Contractor.

5. Billing. When in the course of providing Services, Contractor shall submit invoices to the Executive Director on a monthly basis in such form as the Authority may direct.

6. Consultation. The Contractor shall consult with and keep the Executive Director fully informed as to the progress of all matters covered by this Contract. The Contractor will not make any offer, proposal, or compromise without the written consent of the Executive Director.

7. Subcontracting, Key Personnel, and Experts. Subcontracting, assignment, or transfer of all or part of the interest of the Contractor in this Contract or in the work covered by this Contract is prohibited and void without the prior written approval of the Executive Director and the Chairman of the Authority's Board. 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 Contractor is hereby bound and obligated and the Contractor shall obtain written acknowledgement thereof from all subcontractors and experts so engaged. The Contractor, with respect to any replacement of key personnel assigned to this matter, shall consult with the Authority.

8. Ownership Rights. All documents, data, and records produced by the Contractor 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.

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 Contractor. 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 Contractor represents and warrants that it has no conflicting representation that has not been fully disclosed to and waived by the Executive Director 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 Executive Director. Any conflicting representation shall be promptly disclosed to the Executive Director. The Authority's Executive Director Board shall determine whether such conflict is cause for termination of this Contract.

11. Inability to Perform. The Contractor agrees that if, because of death or any other occurrence beyond the control of the Contractor, it becomes impossible for any principal or principals and, in particular, the principals assigned to perform Services, to render the Services set forth in this Contract, neither the Contractor nor the surviving principals shall be relieved of their obligations to complete performance hereunder. The Contractor shall, with respect to any replacement principal proposed to be assigned to this matter, consult with the Executive

Director. The Executive Director's prior written consent to the proposed replacement is required and may be withheld in his sole discretion.

12. License to Perform Services. The Contractor represents and warrants that it, its employees, and agents are duly licensed, registered and in good standing to provide Services, in the venue(s) applicable to this Contract. In the event Contractor or any of its employees or agents becomes ineligible to provide Services, Contractor shall immediately notify the Executive Director and make certain that such ineligible person immediately ceases all Services or any other activity on behalf of the Authority.

13. Independent Contractor. In performing the services required by this Contract, the Contractor, its employees and agents will act as an independent contractor and not as an employee 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 Contractor.

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

b) Termination for Cause. The Authority, through the Executive Director, shall have the right to terminate this Contract for Contractor default upon written notice to the Contractor. The Authority shall also have the right, upon written notice to the Contractor, 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 Contractor 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 Contractor 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. Contractor agrees to comply with the Contractor Integrity Provisions, which are attached hereto as Appendix D and incorporated by reference.

18. Indemnity. Contractor 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 Contractor, its employees, or its subcontractors while engaged in performing Services pursuant to this Contract or while present on the Authority's premises, and for breach of this Contract regarding the use or nondisclosure of proprietary and confidential information where it is determined that Contractor is responsible for any use of such information not permitted by this Contract. 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 Contractor 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 Contractor represents and warrants that it carries insurance in the forms and amounts required 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: Scott A. Petri, Executive Director  
701 Market Street, Suite 5400  
Philadelphia, PA 19106

Any written notice to the Contractor under this Contract shall be deemed sufficient if delivered to the Contractor 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:

**CONTRACTOR  
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. Contractor consents to the jurisdiction of the Philadelphia Court of Common Pleas, waiving any claim or defense that

such forum is not convenient or proper. Contractor 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 Contractor as to any request or other issue related to the RTKL in regard to this Agreement (“Requested Information”), it will notify the Contractor using the contact information provided in this Agreement. Upon written notification from the Authority that it requires the Contractor’s assistance in responding to such a request under the RTKL the Contractor must:

i) Provide the Authority, within 5 days after receipt of written notification, with copies of any document or information in the Contractor’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 Contractor considers the Requested Information to be exempt from production under the RTKL, the Contractor must notify the Authority and provide, within 5 days of receiving the written notification, a written statement signed by a representative of the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor fails to provide the Requested Information as provided in paragraph No. 4. (“Contractor’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. Contractor hereby understands and agrees that the Authority will not argue in favor of the Contractor’s non-disclosure of the Requested Information and will inform the tribunal that it directed Contractor to produce such information.

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

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

ii) Contractor 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 Contractor’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 Contractor 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. Contractor’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 Contractor has Requested Information in its possession.

b) Maintenance of Records. Regardless of the impact of the Right-to-Know Law, Company shall maintain all data, records, memoranda, statements of services rendered, correspondence and copies thereof, in adequate form, detail and arrangement, for the Authority’s benefit for a minimum of three (3) years following the termination or expiration of this Agreement. Such information must be maintained in a secure and professionally reasonable manner. Thereafter, Company shall contact the Authority before disposing of any such materials and the Authority may direct that some or all of such materials be delivered to the Authority.

c) 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.

d) No Third-Party Beneficiaries. There are no third-party beneficiaries to this Contract.

e) Non-Discrimination. Contractor agrees to abide by all legal provisions regarding

non-discrimination in hiring and contracting made applicable by federal, state and local laws.

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

g) 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.

h) Taxes.

1. Contractor 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. Contractor also certifies that its Philadelphia Activity License No. is: [REDACTED], if applicable. Contractor 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. Contractor 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 Contractor is liable. In the event Contractor'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 Contractor, and Contractor 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 Contractor performance under this Contract.

i. 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.

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

k. Prior Agreement. This Agreement supersedes and replaces any and all previous agreements between the parties.

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

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

**The Philadelphia Parking Authority**

Attest: \_\_\_\_\_

Print Title: \_\_\_\_\_

By: \_\_\_\_\_

Scott A. Petri  
Executive Director

APPROVED AS TO FORM

By: \_\_\_\_\_  
Office of General Counsel

**CONTRACTOR**

Witness: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

**APPENDIX A**  
**RFP**

**APPENDIX B**  
**Contractor's Response**

## **APPENDIX C CONFLICT WAIVER PROCEDURE**

Conflict of Interest. The Contractor 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 Service 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 Executive Director as provided below. Any conflicting representation shall be promptly disclosed to the Executive Director. The Executive Director shall determine whether such conflict is cause for termination of this Contract. The Authority's conflict waiver procedure is as follows:

1. This Contract requires the Contractor to disclose promptly any conflicting representation, unless it has been otherwise waived. Failure to disclose a conflict or undertaking a conflicting representation without obtaining a waiver is cause for termination of the Contract.
2. The Contractor's request for a waiver shall be submitted in writing to the Authority's Executive Director. 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 Contractor 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 Contractor 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 Executive Director shall analyze the request and submit his or her recommendation to the Executive Director and the Board Chair.
5. The Executive Director will make all waiver decisions and issue a letter to the Contractor approving or disapproving the waiver request with a copy to the Board Chair.
6. The decision in a matter shall not be binding on the Executive Director with respect to future matters unless the Executive Director so states.

**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 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 member, 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 member, 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 Contractor 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 Contractor 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 Contractor 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 C

## Insurance Requirements

**THE PHILADELPHIA PARKING AUTHORITY**  
**INSURANCE AND INDEMNIFICATION REQUIREMENTS**  
**RFP NO. 18-16 GOVERNMENT RELATIONS SERVICES**

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

1. Workers’ Compensation and Employers Liability: in the State in which the work is to be performed and elsewhere as may be required and shall include, where applicable, U.S. Longshoremen’s and Harbor Workers’ Coverage.
  - a) Workers’ Compensation Coverage: Statutory Requirements
  - b) Employers Liability Limits not less than:

Bodily Injury by Accident:	\$500,000 Each Accident
Bodily Injury by Disease:	\$500,000 Each Employee
Bodily Injury by Disease:	\$500,000 Policy Limit
  
2. Commercial General Liability: including Premises-Operations, Independent Contractors, Products/Completed Operation, Broad Form Property Damage, Contractual Liability (including Liability for Employee Injury assumed under a Contract), and Personal Injury Coverage.
  - a) Occurrence Form with the following limits:

(1) General Aggregate:	\$2,000,000
(2) Products/Completed Operations Aggregate:	\$1,000,000
(3) Each Occurrence:	\$1,000,000
(4) Personal and Advertising Injury:	\$1,000,000
(5) Fire Damage (any one fire):	\$ 50,000
(6) Medical Expense (any one person):	\$ 5,000
  - b) General Aggregate must apply on a Per Location Basis
  - c) Owner must be named as additional insured as shown in requirement #8.
  
3. Automobile Liability: (Note: if no owned vehicles, show at least hired and non-owned coverage)
  - a) Coverage to include:
    - (1) All Owned, Hired and Non-Owned Vehicles
    - (2) Contractual Liability Coverage (including Liability for Employee Injury assumed under a Contract)
  - b) Per Accident Combined Single Limit: \$1,000,000
  - c) Owner must be named as additional insured as shown in requirement #8.
  
4. Professional (E&O) Liability Insurance with minimum acceptable limits of \$1,000,000 per claim, \$2,000,000 aggregate. Claims-made is acceptable.
  
5. Deductibles or Self Insured Retention’s: “if applicable” None of the policies of insurance required by this agreement shall contain deductibles or self-insured retention’s in excess of \$25,000. \_\_\_\_\_ is responsible to pay any and all deductibles and/or self-insured retentions that may apply to the required insurance.

6. 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

7. The Philadelphia Parking Authority, The City of Philadelphia, The Commonwealth of Pennsylvania its agents, employees, representatives, officers and directors individually and collectively, shall be added as ADDITIONAL INSURED on the policies as noted above even for claims regarding their Sole Negligence. \_\_\_\_\_'s coverage shall be primary and non-contributory to any other coverage available to Philadelphia Parking Authority, including, without limitation, coverage maintained by Philadelphia Parking Authority wherein Philadelphia Parking Authority is named insured, and that no act of omission shall invalidate the coverage.

8. 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.

9. 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.

10. 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.

11. 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.

12. The carrying of insurance shall in no way be interpreted as relieving \_\_\_\_\_ of any responsibility or liability under the contract.

13. 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.

14. 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.
15. 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.
16. If work shall involve subcontractors, \_\_\_\_\_ 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.
17. 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.