

**REQUEST FOR PROPOSALS FOR**  
**Operational Audit of Finance Department**

**RFP No. 22-10**

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**PART I**

**GENERAL INFORMATION TO OFFERORS**

<b>SUMMARY</b>	
<b>When:</b>	Proposals must be submitted by May 20, 2022 at 12:00 PM.
<b>Where:</b>	Philadelphia Parking Authority Attention: Mary Wheeler, Director of Procurement 701 Market Street, Suite 5400 Philadelphia, PA 19106
<b>How:</b>	Proposals must be delivered by emailing one pdf file that is password protected to Mary Wheeler, mwheeler@philapark.org or in a sealed package delivered via mail, certified mail, return receipt requested (to include commercial delivery services) or by hand-delivery no later than May 20, 2022 at 12:00 PM. The subject line of the e-mail must be "RFP No. 22-10 Operational Audit of Finance Department". If proposal is delivered via email a hard copy will also be required and will be accepted after the due date as long as the proposal is received via email prior to the due date and time.
<b>Mandatory Pre-Proposal Meeting</b>	<p>A mandatory virtual Pre-Proposal Meeting will be held Monday, April 25, 2022 at 11:00 AM via GoToMeeting. See in formation below:</p> <p>Pre-Proposal Meeting</p> <p><b>Please join my meeting from your computer, tablet or smartphone.</b> <a href="https://global.gotomeeting.com/join/763758101">https://global.gotomeeting.com/join/763758101</a></p> <p><b>You can also dial in using your phone.</b> United States (Toll Free): <a href="tel:18668994679">1 866 899 4679</a> United States: <a href="tel:+13127573117">+1 (312) 757-3117</a></p> <p><b>Access Code:</b> 763-758-101</p> <p>New to GoToMeeting? Get the app now and be ready when your first meeting starts: <a href="https://global.gotomeeting.com/install/763758101">https://global.gotomeeting.com/install/763758101</a></p> <p>Offerors must be in attendance at this meeting to be considered an eligible Offeror.</p> <p><b>Prospective Offerors who are having technical difficulties attending the meeting should contact Shannon Stewart for assistance, 215.837.9025.</b></p> <p>Please complete the <a href="#">Offeror Registration Form</a> the prior to the meeting.</p>

### **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 a consulting firm to perform an operational audit of the Finance Department’s policies, procedures, and processes under a contract. 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. Mission Statement.**

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 Monday, May 9, 2022 at 12:00 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. 22-10 Operational Audit of Finance Department” 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 he or she be in doubt as to the meaning of any term contained therein, the Offeror shall notify Mary Wheeler, Director of Procurement 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.**

Proposals must be delivered by emailing one pdf file that is password protected to Mary Wheeler, [mwheeler@philapark.org](mailto:mwheeler@philapark.org) or in a sealed package delivered via mail, certified mail, return receipt requested (to include commercial delivery services) or by hand-delivery no later than May 20, 2022 at 12:00 PM. The subject line of the e-mail must be "RFP No. 22-10 Operational Audit of Finance Department". If proposal is delivered via email a hard copy will also be required and will be accepted after the due date as long as the proposal is received via email prior to the due date and time. 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 Small Diverse Business Requirements.**

The Authority is continually looking for opportunities available for growth and advancement among small and small 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 Small 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. Offerors may self-certify at:

<https://www.dgs.pa.gov/Small%20Business%20Contracting%20Program/Pages/default.aspx>

**I-8. Signatures Required.**

The proposals *must* be signed 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*. Offeror must submit with their proposal a sample certificate of insurance from a recent project that meets the requirements. If you do not currently carry the level of insurance that is required, you must submit a letter from your insurance company indicating that they will provide the required insurances as outlined in this RFP if awarded a contract. **Insurance requirements will not be negotiated after the proposal due date.**

**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 G)** 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.

**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 Offerors 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.**

Any use of subcontractors by an Offeror must be identified in the proposal. During the contract period, use of any subcontractors by the selected Offeror, which were not previously identified in the proposal, must be approved in advance in writing by 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.

**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 – Qualifications and Experience
- Tab C - References
- Tab D - Proposal Form, Schedule and Fee Proposal
- Tab E – Technical Response
- Tab F – Evidence of Insurance
- Tab G - Proposed Amendments to Contract
- Tab H - Disclosure of Legal Actions

#### **II-2. Transmittal Letter (Tab A).**

Offerors shall submit a cover letter, signed by an authorized principal or agent of the company, which provides an overview of the Offeror'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 experience performing operational audits of finance policies, procedures, and processes, as described in the Work Statement. Also include experience with providing financial oversight, auditing, accounting and financial management. Include experience working the government agencies.

This summary must include your firm's experience in consulting as described in the Work Statement, provide detailed resumes of persons proposed to work directly with the Authority and indicate the level of responsibility of each person (professional staff only).

Resumes are to include educational qualifications and previous work assignments that relate to this RFP. The primary employee anticipated to represent the Authority must be named. Include any personnel or services that set you apart from other consulting firms and why it would be most advantageous for the Authority to contract with your firm.

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

A minimum of three (3) references, to whom similar services were provided within the last 3 years. 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. References from government agencies are preferred.

**II-5. Proposal Form and Fee Proposal (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.

Include a project schedule that includes milestone tasks and associated fees. Fee schedule to include deliverables and milestone payments. Also, hourly rates for key personnel must be included for additional services that may be identified and are not included in proposal.

**II-6. Technical Response (Tab E).**

Offeror shall demonstrate a complete understanding of the Authority's requirements, demonstrate their ability to meet all requirements and outline a clear and concise plan to meet the requirements. Proposals should describe consultant's approach to providing the specialized consulting services required to meet the Authority's needs. The proposal should make clear why the Authority should select the consultant instead of one of its competitors. Highlight unique qualifications, experience, approach, background, added services, technologies, innovations, or other characteristics of your firm that make it the best choice.

**II-7. Insurance Requirements (Tab F).**

The successful Offeror will be required to submit Insurance Coverage as outlined in *Appendix C*. Offeror must submit with their proposal a sample certificate of insurance from a recent project that meets the requirements. If you do not currently carry the level of insurance that is required you must submit a letter from your insurance company indicating that they will provide the required insurances as outlined in this RFP if awarded a contract. **Insurance requirements will not be negotiated after the proposal due date.**

**II-8. Proposed Amendments to Contract (Tab G).**

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.

**II-9. Disclosure of Legal Actions (Tab H).**

Provide a summary and the status of any current or ongoing legal actions, suits, proceedings, claims or investigations pending with any governmental agency with which the Offeror has had or currently has a contractual relationship. The existence of any such pending actions, suits, proceedings, claims or investigations may be a factor considered by the Authority in determining which Offeror should be awarded that contract but will not automatically disqualify the Offeror from consideration. Should there be no legal actions, suits, proceedings, claims or investigations pending with any governmental agency with which the Offeror has had or currently has a contractual relationship, a statement to that effect will be included.



## 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.

**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 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 Offeror as follows:

- |   |                    |
|---|--------------------|
| a. Responsiveness of the proposal to the submission requirements set forth in the RFP.  | <b>Weight: 5%</b>  |
| b. Qualification and experience of the Offeror and identified team with regard to the Work Statement outlined in the RFP.   | <b>Weight: 30%</b> |
| c. The technical ability and capacity of the Offeror to meet the terms of the contract as evidenced by technical response, reference feedback and past performance. | <b>Weight: 35%</b> |
| d. Proposed schedule and fees. The Authority is not bound to select the Offeror who proposes the lowest fees.   | <b>Weight: 20%</b> |
| d. Small and Small Diverse Business participation.  | <b>Weight: 10%</b> |

## PART IV

### WORK STATEMENT

#### IV-1. General.

The Head of the Finance Department is the Chief Financial Officer (CFO) who has oversight over other business units that support the entire agency consisting of approximately 1,056 employees. Business units include Ticketing and Enforcement, Booting, Towing, Auctions, Live Stop, Red Light camera, Speed camera, Taxi and Limo Division, Airport operations, Off Street facilities, and Neighborhood Lots.

The Authority is seeking a highly experienced firm with a well-rounded team to perform an operational audit of the finance department expeditiously, as time is of the essence. The audit must incorporate rules, regulations and standards set by GAAP, GASB or other regulatory institutions that regulate the finance function.

#### IV-2. Specific.

The core function of each finance unit is interconnected based on expenditures for goods, services, and supplies as well as employee costs. The goal is always to improve the management and operations of each of the units separately and collectively for more accountability and transparency, and the development and monitoring of budgets and forecasts. The scope of services should include, but is not limited to the following services:

1. Review the financial department responsibilities, policies, procedures, workflow, processes, technology and staffing levels and make recommendations.
2. Review and evaluate existing titles and job descriptions to determine skill base for accounting, budgeting, and forecasting and make recommendations regarding staffing levels and recommended training to develop personnel.
3. Review workflow and organizational chart of the revenue department and make recommendations of staffing levels.
4. Evaluate and recommend best practices.
5. Review and recommend budget preparation process.
6. Review current Board reporting and make recommendations of best practices.
7. Review ERP software (Microsoft Dynamics Great Plains). As a product provide an evaluation of the information system technologies needed to align with best practices and improved efficiencies.
8. Review and evaluate governance structure and best practices.
9. Provide an overall effectiveness analysis.
10. Work with CFO to identify risk areas.

Offeror must submit a project schedule that includes milestones tasks and associated costs to be paid when each milestone task is completed (milestone payment). Project schedule must identify deliverables that will be submitted to the Authority for acceptance prior to requesting a milestone payment.

**These are minimum expectations. The Authority anticipates that professionals responding to this RFP will provide additional insight, if necessary.**

## 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 G)** 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. Contract Term.** The term of the contract 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 upon completion and acceptance of the services.

Appendix A  
Proposal Form

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

**OPERATIONAL AUDIT OF FINANCE DEPARTMENT  
RFP No. 22-10**

**PROPOSAL FORM**

1. The undersigned submits this proposal in response to the above referenced **RFP No. 22-10 Operational Audit of Finance Department**” being familiar with and understanding the advertised notice of opportunity, General Information, 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
_____	_____
_____	_____
_____	_____

4. **Contract Term.** The term of the contract 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 upon completion and acceptance of the services unless it is terminated earlier pursuant to the terms of the contract.

5. **Requirement Statement:** The undersigned Offeror agrees to provide an operational audit of the Finance Department as specified in the Work Statement, any Addenda, if issued and the response submitted.

---

Signature

---

Name  
(Please Print)

---

Title

---

Date

**6. Offeror Signatures: Complete one section below.**

**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, Assistant Treasurer, or Officer. If this form is not so signed, a corporate resolution authorizing form of execution must be attached to this proposal.**

---

Signature

---

Typed or Printed Name

---

Title

---

Business Name of Offeror

---

Street Address

---

City/State/ZIP Code

---

Email Address

---

Telephone Number

---

Signature

---

Typed or Printed Name

---

Title

---

Date

**If offer is by a business entity other than a corporation form must be dated and signed here:**

---

Authorized Signature

---

Typed or Printed Name

---

Title

---

Date

---

Business Name of Offeror

---

Street Address

---

City/State/ ZIP Code

---

Telephone Number

---

Type of Entity

**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 an 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.

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
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:** \_\_\_\_\_

# Philadelphia Parking Authority

## SMALL AND 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 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.

DIRECTOR OF PROCUREMENT  
THE PHILADELPHIA PARKING AUTHORITY  
701 MARKET STREET, SUITE 5400  
PHILADELPHIA, PA 19106



**Proposal Decline Form:** RFP No. 22-10 Operational Audit of Finance Department

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, Director of Procurement at [mwheeler@philapark.org](mailto:mwheeler@philapark.org).

Appendix B  
Sample Contract

## **CONTRACT FOR OPERATIONAL AUDIT OF FINANCE DEPARTMENT**

This Contract for Legal Services (“Contract”), is entered into as of the \_\_\_\_\_ of \_\_\_\_\_, 2022, 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 \_\_\_\_\_, \_\_\_\_\_ (“Audit Firm”).

WHEREAS, the Authority seeks a review of the operations, processes, and procedures of its Finance Department to ensure best practices are in place as further detailed herein;

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

WHEREAS, the Authority issued Request for Proposal No. 22-10 (Operational Audit of Finance Department) (the “RFP”) to secure the services of high qualified financial review firm to provide those services. The RFP is attached to this Contract as Appendix A, and incorporated into this Contract as if set forth fully herein;

WHEREAS, Audit Firm submitted an offer in response to the RFP, dated \_\_\_\_\_, 2022 (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 Audit Firm has represented that it is qualified to and has agreed to perform such financial review services.

NOW, THEREFORE, the Authority and the Audit 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 the date the Contract has been awarded by the Authority’s Board, executed by the Audit Firm, and then executed by the Authority. The Executive Director will note the Effective Date on the signature page of this Contract.
  - b. “Notice to Proceed” shall mean a written notice sent to the Audit Firm stating that the contract has been fully executed and that the Audit Firm may commence performance of the Services. The Authority shall send a Notice to Proceed to the Audit Firm by U.S. Mail or electronic mail.

2. Services. The Audit Firm has been selected to provide the operational review services described in the RFP and the Response. **The parties agree and understand that any objections or exceptions raised by Audit Firm in response to the RFP regarding the Authority's standard contract or insurance requirements have been rejected by the Authority, have been fully waived by Audit Firm, and are purposefully not included in this Agreement.**

3. Compensation. The Authority has agreed to pay and the Audit Firm has agreed to accept the compensation as identified on page \_\_\_\_\_ of the Response. The parties agree that the this Contract 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 Effective Date above and shall end upon completion of Services. The Authority may terminate this Contract at any time in its sole discretion as provided in Section 10.a.

b. Except as otherwise specifically provided for herein, the Authority, shall not be liable to pay the Audit 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 Audit Firm assigning specific Services to be performed.

5. Billing. The Audit Firm shall submit **monthly** invoices to the Authority's Executive Director for Services performed during the prior month in a form agreeable to the Authority.

6. Ownership Rights. All documents, data, and records produced by the Audit 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 Audit Firm and any experts and the Audit 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 Authority, be appropriately arranged, indexed, and delivered to the Executive Director by the Audit Firm.

c. Any documents, data, and records given to or prepared by the Audit Firm and any subcontractors or experts under this Contract shall not be made available to any individual or organization by the Audit Firm or any subcontractors or experts without the prior approval of the Executive Director. Any information secured by the Audit 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 Executive Director or is directed by a court or other tribunal of competent jurisdiction.

d. The Audit Firm may retain copies of documents delivered to the Executive Director or to the Authority.

7. Modification or Changes. Changes or modifications to this Contract may be accomplished only by approval of the Authority's Board through a formal written amendment signed by both parties, and executed in the same manner as this original Contract and in accordance with applicable law.

8. Conflict of Interest. The Audit Firm 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 Executive Director shall determine whether such conflict is cause for termination of this Contract.

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

10. 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 Audit Firm.

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 Audit Firm shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Audit Firm 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 Audit Firm default upon written notice to the Audit Firm. The Authority shall also have the right, upon written notice to the Audit 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 Section 10.a.

11. 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 Audit 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 Section 7 of this Contract.

12. Nondiscrimination/Sexual Harassment. The Audit 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.

13. Integrity Provisions. Audit Firm agrees to comply with the Contractor Integrity Provisions, which are attached hereto as Appendix C and incorporated by reference.

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

15. Insurance. The Audit Firm represents and warrants that it carries insurance in the forms and amounts provide in the Response.

16. Notice. Any written notice to the Authority under this Contract shall be deemed sufficient if delivered to the Authority personally, or through 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: Executive Director  
701 Market Street, Suite 5400  
Philadelphia, PA 19106

Any written notice to the Audit Firm under this Contract shall be deemed sufficient if delivered to the Audit Firm personally, or electronic or through 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:



17. 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. Audit 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. Audit 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.

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

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

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

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

ii. Audit 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 Audit Firm’s failure to releases Requested Information, including any statutory damages or order to pay any party’s attorney’s fees.

8) As between the parties, the Audit 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) Audit 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 Audit 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. Audit 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) Audit 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. Audit Firm also certifies that its Philadelphia Activity License No. is: \_\_\_\_\_. Audit Firm further certifies that its Federal Tax ID. No. is: \_\_\_\_\_.

2. As an agency of the Commonwealth of Pennsylvania, and a local government agency, the Authority is exempt from the payment of state and local sales and use and other taxes on material, equipment or other personal property. Audit 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 Audit Firm is liable. In the event Audit 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 Audit Firm, and Audit 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 Audit 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. Audit 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 Audit Firm. To the best of Audit 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 Audit Firm. If such transaction comes to the knowledge of the Audit 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.

k. Prior Contracts. Audit Firm agrees that upon the effective Date of this Contract any prior contract between Audit Firm and the Authority to perform any legal service shall be considered terminated. The terms of service, including those applicable to rates, provide in Section

3 of this Contract shall apply to all of the Audit Firm's services as of the Effective Date.

**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: \_\_\_\_\_

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

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

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

*Effective Date:* \_\_\_\_\_

APPROVED AS TO FORM

By: \_\_\_\_\_  
Office of Executive Director

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

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

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

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

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

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

**APPENDIX A**  
**RFP**

**APPENDIX B**  
**Audit Firm's Response**

**APPENDIX C**  
**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 (hereinafter "Audit Firm" 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 Audit Firm 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 Audit Firm shall not disclose to others any confidential information gained by virtue of this Contract.

4. The Audit Firm 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 Audit Firm 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 Audit Firm 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 Audit Firm 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 performance of Service, Audit Firm, or any person acting on behalf of the Audit Firm 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 Audit Firm 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 Audit Firm agrees to comply with the *General Prohibitions Against Discrimination*, 28 C.F.R. § 35.130.

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

11. The Audit Firm 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 Audit Firm 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 and have 50 or more employees.

12. The Audit Firm, 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 Audit Firm, 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 Audit Firm 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  
GENERAL INSURANCE  
REQUIREMENTS

Prior to commencement of the contract and until completion of your work, **Company** 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 (PPA) 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 as applicable.
  - c) Owner must be named as additional insured as shown in requirement #7.
  
3. Automobile Liability: (Note: if no owned vehicles, show at least hired and non-owned coverage)
  - a) Coverage to include:
    - i. All Owned, Hired and Non-Owned Vehicles
    - ii. 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 #7.
  
4. Professional (E&O) Liability Insurance with minimum acceptable limits of \$5,000,000 per claim and aggregate. Claims-made is acceptable, but if coverage is canceled, non-renewed or discontinued, an Unlimited Extended Reporting Period (Tail) must be purchased by Contractor.
  
5. Cyber Liability Insurance with limits not less than \$5,000,000 per claim. If **Company** is providing services that provide or include direct access to Client’s information technology systems or holding sensitive information Client, then the above Technology Errors & Omissions insurance

THE PHILADELPHIA PARKING  
AUTHORITY  
GENERAL INSURANCE  
REQUIREMENTS

shall also include: Network Security/Privacy and Privacy Notification Costs (Cyber) Insurance: Coverage for loss, disclosure and theft of data in any form; media and content rights infringement and liability, including but not limited to, software, copyright infringement; network security failure, including but not limited to, denial of service attacks and transmission of malicious code. Coverage shall include data breach regulatory fines and penalties, the cost of notifying individuals of a security breach, the cost of credit monitoring services and any other causally-related crisis management expense for up to one (1) year. Coverage shall contain severability for the insured organization for any intentional act exclusions.

6. Deductibles or Self-Insured Retention's: **Company** is responsible to pay any and all deductibles and/or self-insured retentions that may apply to the required insurance.
7. 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
8. The Philadelphia Parking Authority, its agents, employees, representatives, officers and directors individually and collectively, shall be added as ADDITIONAL INSURED on the policies as noted above. **Company'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.

It is agreed that **Company's** 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.
8. Waiver of Rights of Recovery and Waiver of Rights of Subrogation:
  - a) **Company** 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 **Company** pursuant to this Contract.
  - b) **Company** 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 **Company** 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.
9. 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 **Company**.
10. 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.
11. The carrying of insurance shall in no way be interpreted as relieving **Company** of any responsibility or liability under the contract.

THE PHILADELPHIA PARKING  
AUTHORITY  
GENERAL INSURANCE  
REQUIREMENTS

12. Prior to the commencement of work or use of premises, **Company** 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 **Company** 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 **Company** 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.

13. Failure of **Company** to obtain and maintain the required insurance shall constitute a breach of contract and **Company** 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 **Company** with a written waiver of the specific insurance requirement.
14. None of the requirements contained herein as to the types, limits, or PPA's approval of insurance coverage to be maintained by **Company** are intended to and shall not in any manner, limit, qualify, or quantify the liabilities and obligations assumed by **Company** under the Contract Documents, any other agreement with the PPA, or otherwise provided by law.
15. If work involves subcontractors, **Company** shall require all subcontractors (of every tier) to meet the same insurance criteria as required of **Company**. The subcontractor's insurance must name the PPA as additional insured. **Company** shall maintain each subcontract's certificate of insurance on file and provide such information to the PPA for review upon request.
16. Failure of **Company** to provide insurance as herein required or failure of PPA to require evidence of insurance or to notify **Company** of any breach by **Company** 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 **Company** 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 **Company** and independent of the duty to furnish a copy or certificate of such insurance policies.