

REQUEST FOR PROPOSALS FOR

Driver Safety Program

RFP No. 23-05

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PART I

GENERAL INFORMATION TO OFFERORS

SUMMARY	
When:	Proposals must be submitted by Wednesday, December 13, 2023 at 12:00 PM.
Where:	Philadelphia Parking Authority Attention: Shannon Stewart, Manager of Contract Administration 701 Market Street, Suite 5400 Philadelphia, PA 19106
How:	Proposals must be delivered to Shannon Stewart in a sealed package via mail, 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 certified mail, or by hand-delivery no later than Wednesday, December 13, 2023 at 12:00 PM. Whether mailed or hand-delivered, all envelopes must display the company’s name and must be boldly and clearly handwritten (not typewritten) “RFP No. 23-05 Driver Safety Program”. All proposals must be presented with one (1) original and six (6) copies , individually numbered, and an electronic version consisting of one PDF file via USB drive. Please do not password protect the USB drive or file.
Mandatory Pre-Proposal Meeting	<p>A mandatory pre-proposal meeting will be held on Wednesday, November 15, 2023 at 11:00 AM at the offices of the Authority located at 701 Market Street, Suite 5400, Philadelphia, PA 19106. Potential Offerors may attend in-person or virtually using the Microsoft Teams Meeting information below:</p> <p>Microsoft Teams Meeting</p> <p>Join on your computer, mobile app or room device</p> <p>Click here to join the meeting</p> <p>Meeting ID: 234 863 926 758 Passcode: NGtAqP</p> <p>Download Teams Join on the web</p> <p>Or call in (audio only)</p> <p>+1 929-346-7319,,461268585# United States, New York City</p> <p>Phone Conference ID: 461 268 585#</p> <p>Find a local number Reset PIN</p> <p>Learn More Meeting options</p> <p>Prospective Offerors who are having technical difficulties attending the meeting should contact Shannon Stewart for assistance at 215.837.9025.</p> <p>Please complete the Offeror Registration Form to complete your registration for this solicitation.</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 is seeking proposals to design and implement a virtual defensive driver program (“Program”) for employees under a one (1) year contract from the date of final system acceptance. The term of the contract may be extended by and at the sole option of the Authority for up to 4 (four) additional one-year renewals.

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 administering automated speed and red-light camera systems; 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 speeding and 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 **Wednesday, November 29, 2023 at 12:00 PM**. Questions concerning this RFP are to be submitted via the Question Submission Form using the link below:

<https://app.smartsheet.com/b/form/92eaac742c3742e4a08c973c5a65b13c>

Questions must be in Word format and uploaded using the Question Submission Form.

If you are having issues accessing or completing the Question Submission Form, please contact Shannon Stewart, Manager of Contract Administration via email at sstewart@philapark.org.

Only questions submitted via the Question Submission Form will be addressed.

Responses to all questions and clarification requests will be provided through a written addendum that will be emailed to all eligible Offerors and posted to the Authority's website, www.philapark.org. Responses will not be official until they have been verified, in writing, by the Authority.

The Authority will not be bound by any verbal information, nor will 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 be in doubt as to the meaning of any term contained therein, the Offeror will notify Shannon Stewart, Manager of Contract Administration via the Question and Clarification of Instructions Submission Form using the link below, prior to the question deadline.

<https://app.smartsheet.com/b/form/92eaac742c3742e4a08c973c5a65b13c>

Responses to all questions and clarification requests will be provided through a written addendum that will be emailed to all eligible Offerors and posted to the Authority's website, www.philapark.org. Responses will not be official until they have been verified, in writing, by the Authority.

I-5. Restriction of Contact.

From the issue date of this RFP until the Authority's Board approves the selected Offeror, **Shannon Stewart 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 the selection. Offerors must agree not to distribute any part of their proposal to anyone other than Shannon Stewart. 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 Shannon Stewart, 701 Market Street, Suite 5400, Philadelphia, PA 19106, by **Wednesday, December 13, 2023 no later than 12:00 PM**.

Packages must be delivered and received by Shannon Stewart prior to the due date and time to meet the mandatory responsiveness requirement of received timely as described in Part III. Delayed deliveries will not be accepted if received after 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 proposal being rejected.

I-7. Small Diverse Business Participation.

The Authority seeks to increase procurement through small diverse businesses for all products, services and construction. To receive points during scoring, Offerors must identify their status as a small diverse business by completing the 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>

Offerors do not need to be a small diverse business to participate in this solicitation.

I-8. Signatures Required.

The proposals *must* be signed in all spaces where signatures are required. Corporations must sign through a duly authorized officer of the corporation with the officer's title clearly identified. Other business entities must sign through a duly authorized person with the title of the signer and type of entity clearly identified.

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 be assured 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's 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.

If you would like to request a waiver or relief for any coverages required, you must submit that request during the question period and allow the Authority to respond via addendum.

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 Activities License (formerly Business Privilege License) number and the Offeror's Federal Tax ID number. 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 Commercial Activities 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 as detailed in Part III. 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. The discussions with Offerors will not disclose 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 reserves the right to waive any irregularities in the completion of the forms and papers enclosed in this proposal package; 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.

I-15. Request to Withdraw Proposal.

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 delivered 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-16. Unacceptable Proposals.

The Authority will not consider and will reject any proposal if the Offeror is in arrears or in default to the Authority as to 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-17. 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-18. 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 will seek to select an Offeror and notify all other Offerors of the award within sixty (60) days after the date proposals are opened. Written notice will be mailed to the address furnished by each Offeror in the Transmittal Letter.

The selected Offeror 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 borne exclusively by the Offeror.

I-19. 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-20. 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. The determination to award a contract will occur at a Sunshine Act meeting.

I-21. 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 Shannon Stewart, Manager of Contract Administration at sstewart@philapark.org.

An electronic version of this form can be accessed using the link below. Specific comments and observations are encouraged.

<https://app.smartsheet.com/b/form/e1ac5fc24a3a45358982c602a496e712>

I-22. 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. For exhibits, 11x17 paper is acceptable.

Please refrain from using binders and/or special binding when submitting your proposals. Binder clips are preferred when feasible.

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
- Tab E – Technical Response
- Tab F – Evidence of Insurance
- Tab G - Proposed Amendments to Contract
- Tab H - Disclosure of Legal Actions
- Tab I – Financial Statements

Tabs that extend beyond the 8.5" x 11" paper, must be used.

II-2. Transmittal Letter (Tab A).

Offerors must submit a cover letter, signed by an officer or individual with authority to bind the Offeror, 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.

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

Offerors must have a minimum of three (3) years' experience in providing the services described in this RFP.

Offerors are to provide a summary of their experience with providing driver safety programs as described in the Work Statement and detailed resumes of persons proposed to work directly with the Authority. Include any certifications held by the personnel who will be assigned to this contract.

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

II-4. References (Tab C).

Offerors must provide 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.

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.

Cost proposal must include all upfront costs associated for design and implementation of the Program for the initial term. Maintenance for the initial term will begin on the date of the Authority's final system acceptance of the Program.

Cost proposal must include maintenance and support fees for each additional term and identify any additional costs that will be incurred during the potential additional contract terms.

II-6. Technical Response (Tab E).

Offeror must demonstrate a complete understanding of the Authority's requirements, demonstrate their ability to meet all requirements as detailed in the work statement and outline a clear and concise plan to meet the requirements.

Please describe any simulation equipment available in lieu of live driving assessment. Simulation equipment is optional and not required to participate in this solicitation.

Provide a sample project schedule that indicates the approximate time to develop and deploy the Driver Safety Program as described in the Work Statement.

The proposal should make clear why the Authority should select the Offeror instead of one of its competitors. Highlight unique qualifications, experience, approach, background, added services, technologies, innovations, or other characteristics of your company 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*. Offerors 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.

If you would like to request a waiver or relief for any coverages required, you must submit that request during the question period and allow the Authority to respond via addendum.

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.

II-10. Financial Statements (Tab I).

Offeror must provide complete financial statements for the last three years, which have been audited or reviewed by an independent Certified Public Accountant who is not an employee of the Offeror. Complete financial statements must include, at a minimum, a balance sheet, income statement, reconciliation of equity, and a cash flow statement. Offeror may only submit one copy of their financial statements either with the original proposal or in a separate envelope marked "confidential".

The Authority will maintain the confidentiality of financial information submitted by an Offeror. That information will be reviewed by professionals in the Authority's Finance Department and will not otherwise be released, disseminate, or shared with any third party absent legal mandate and advanced notice to the Offeror.

Financial information submitted in response to an RFP is generally exempt from disclosure under Pennsylvania's Right to Know Law. 65 P.S. § 67.708(b)(26). The Authority will not sign non-disclosure agreements related to an Offeror's financial information.

A proposal submitted without the required financial information may be considered nonresponsive, rejected and not considered for award.

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 Evaluation Committee will recommend the proposal determined to be most advantageous to the Authority as determined by the criteria listed below to the Authority Board.

During the evaluation process, the Evaluation Committee may require an Offeror to answer questions with regard to the proposal and/or require certain Offerors to make formal presentations 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 to determine the most responsive Offerors as follows:

- a. Responsiveness of the proposal to the submission requirements set forth in the RFP. **Weight: 5%**
- b. Qualification and experience of the Offeror with regard to the Work Statement outlined in the RFP. **Weight: 25%**
- c. The technical ability and capacity of the Offeror to meet the terms of the contract as evidenced by the technical response, sample project schedule, financial capacity, reference feedback and past performance. **Weight: 40%**
- d. Proposed fees, costs, and changes to the proposed contract although the Authority is not bound to select the contractor who proposes the lowest fees. **Weight: 20%**
- e. Small Diverse Business participation. **Weight: 10%**

PART IV

WORK STATEMENT

IV-1. General.

The Authority is seeking proposals to design and implement an interactive virtual defensive driver program (“Program”) for employees. The Program will be used to assess the driving skills of new hires as well as a refresher course for those employees that have experienced multiple vehicular incidents impacting the Authority’s operations.

The Authority currently has 949 employees and is constantly hiring new employees. Employees go through the training upon employment and throughout their employment may need to take the training as a refresher course.

IV-2. Specific.

The selected Offeror will be responsible for development, implementation and support of the Program. The Authority will approve each stage prior to the Contractor beginning the next stage of the Program.

A. Development

1. Program Specifications

- a. The Program must include a brief training on driver safety, led by the designated Authority employee who will proctor each training; followed immediately by the employees completing a test based on the information provided in the training. Identify the length of time the training will require, and the amount of time allocated for the test following the training, how many questions the test will contain and the minimum percentage to pass the test. The Authority prefers the training to last, at max, 60 minutes.
- b. The selected Offeror must provide a train the trainer option, to properly train the designated Authority employee who will facilitate the training.
- c. The Program must encompass the vehicles most often operated by Authority employees in the course and scope of employment, including but not limited to, sedans, SUVs, passenger and cargo vans, tow trucks and CDL class vehicles. The Program must offer a separate training for CDL class vehicles. Describe any programs available for specific vehicles.
- d. The Program must include real-world scenarios often encountered during the Authority’s course and scope of business including but not limited to, pedestrians, bicycles, altered traffic patterns and operation on both city streets and highways.
- e. The Program must be entirely web-based (Saas).
- f. The Program must incorporate the Authority’s motor vehicle and administrative policies, i.e., Vehicle Use Policy, see Appendix D and the Defensive Driving Training Fact Sheet, see Appendix E.
- g. The Program must incorporate Pennsylvania Department of Motor Vehicle driving regulations and/or laws.
- h. The Program must, at a minimum, be available in English and Spanish, additional languages are preferred. Please indicate all languages the Program will be available in.
- i. The selected Offeror will be responsible for providing training materials to the Authority, e.g., outlines, handouts, etc., in PDF format that can be downloaded and printed by the Authority, as needed.
- j. Identify any duties that will be the Authority’s responsibility.
- k. **Program Evaluation:** At the end of year one of the contract a program evaluation will be conducted to determine if any changes are needed to improve the Program’s efficacy.
- l. **Program Security Protocols:** Identify security protocols you provide and how the Authority’s data will be stored.

2. Program Design

- a. The selected Offeror will be responsible for creating and maintaining all training materials and tests for the Program.
- b. Please detail the process of accessing the Program.
- c. In the event an employee fails the test, results must indicate deficiencies and identify areas of improvement specific to the individual test taker, immediately following completion of the test. Based on the deficiencies, another test must be generated, focusing on the deficiencies. A new test must be generated each time an employee fails the test, until the employee passes the test.
- d. A completion certificate must be issued once an employee completes the Program via email to the employee and the designated Authority personnel.
- e. Any updates to the Program, must be included in the Offeror's cost proposal. If new laws, statutes, ordinances, etc. are passed and/or policy changes are made by the Authority, the Contractor will be responsible for updating the training and testing materials at no additional cost to the Authority.

3. Reporting and Analytics

- a. The Program must provide Authority staff the ability to generate and format custom reports based on the user's access rights. Reports must be available online and on demand for Authority personnel.
- b. The Program must maintain testing records for 3 years. Data must be accessible to the designated Authority personnel.
- c. The Authority must have the ability to run reporting of each employee's previous test completion date and when an employee has completed a refresher course. Refresher courses will be administered at the Authority's discretion based on an employee's accident history.
- d. Reporting must have filtering capabilities, for example, by department, subject area strengths and weakness, etc.
- e. Describe all reporting capabilities your program offers.

B. Implementation

1. Project Schedule

- a. Provide a sample project schedule outlining the implementation of the Program. Project schedule will be finalized and approved by the Authority at the kickoff meeting.
- b. Offerors must identify the approximate time to develop and deploy the Program in the sample project schedule.

C. Support and Maintenance

- 1. It is the Contractor's responsibility to maintain the functionality of the Program throughout the contract.
- 2. Identify the hours of operation for customer support available to the Authority.
- 3. The contractor must respond within 24 hours of the Authority notifying the Contractor of the issue.
- 4. Contractor will notify the Authority immediately of any unplanned disruption or unavailability of the Program resulting in the inability of end-users to access or utilize the Program ("system outage"). Notification of a system outage must include detailed information of the issue and estimated time of resolution.

Contractor will implement measures to prevent future occurrences of similar outages, including but not limited to, regular system maintenance, updates and proactive monitoring.

5. **Scheduled Maintenance:** Identify your process of notifying the Authority of any scheduled maintenance.

D. Simulation Equipment - Optional

1. Please describe in **Tab E** of your proposal, any simulation equipment available that employees can use in lieu of live driving courses to assess employee's driving skills.

These are minimum expectations. The Authority anticipates that Offerors 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 will end one year after the Authority's Final System Acceptance 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 1 (one) year terms.

Appendix A
Proposal Form

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

**DRIVER SAFETY PROGRAM
RFP No. 23-05**

PROPOSAL FORM

1. The undersigned submits this proposal in response to the above referenced **RFP No. 23-05 Driver Safety Program** 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 will end one year after the Authority's Final System Acceptance 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 1 (one) year terms.

5. Cost Proposal:

System Development, Implementation and Support: This cost must include all costs associated with the system development, implementation, software licenses, training and support for the initial term of the contract. Upon execution of the contract, 50% of this cost will be invoiced to the Authority. Upon Final System Acceptance, the remaining 50 % of this cost will be invoiced to the Authority.

\$ _____

Maintenance and Support: Provide an annual cost for maintenance and support for years 2-5 of the contract.

Maintenance and Support Annual Cost	
Year Two	\$ _____
Year Three	\$ _____
Year Four	\$ _____
Year Five	\$ _____

Additional Costs:

1. Identify any additional costs not included in the cost of the System Development, Implementation and Support.
2. Please identify any and all costs associated with additional software licenses, upgrades, etc. after the initial term of the contract.
3. **Simulation Equipment (if applicable):** \$ _____

6. **Requirement Statement:** The undersigned Offeror agrees to provide a driver safety program as specified in the Work Statement, any Addenda, if issued and the response submitted.

Signature

Name
(Please Print)

Title

Date

7. 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

Type of Entity

Business Name of Offeror

Street Address

City/State/ ZIP Code

Telephone Number

8. Affidavit of Non-Collusion:

State of: _____
County of: _____

RFP No. _____

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

I state that:

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

(2) Neither the price(s) nor the amount of this proposal, and neither the terms nor the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is 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: _____

9. 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 Commercial Activities License Number:** _____

e. **Federal EIN Number:** _____

Philadelphia Parking Authority

SMALL DIVERSE BUSINESS PARTICIPATION SUBMITTAL (Copy as needed)

RFP Name and Number: _____

Offeror/Subcontractor: _____

Contact Name: _____ Email: _____

OFFEROR INFORMATION:

Does the Offeror/subcontractor 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. _____.

If this form is being completed for a subcontractor, please indicate the percentage and dollar amount of the contract the subcontractor will receive if Offeror is awarded the contract.

\$ _____ %

The Offeror will need to attach a copy of the their SBPI certificate and the subcontractor's SBPI certificate, if applicable. Offeror and/or subcontractor will be required to maintain their status as a certified Small Diverse Business throughout the entire term of the contract.

This form must be completed and submitted with your proposal. If you do not participate in the Small Business Procurement Initiative, please check the box for "No" and submit with your proposal.

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



Proposal Decline Form: RFP No. 23-05 Driver Safety Program

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 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 Shannon Stewart, Manager of Contract Administration, at stewart@philapark.org. A link to the electronic version of this form can be found on our website or by clicking this link, <https://app.smartsheet.com/b/form/e1ac5fc24a3a45358982c602a496e712>.

Appendix B
Sample Contract

**AGREEMENT FOR POWER SWEEPING SERVICES
BY AND BETWEEN
THE PHILADELPHIA PARKING AUTHORITY
AND**

Contract No. K-23-0004

THIS AGREEMENT (“Agreement”) is entered into this _____ day of _____, 2023, by and between **The Philadelphia Parking Authority**, an agency of the Commonwealth of Pennsylvania and a body corporate and politic, with its principal address at 701 Market Street, Suite 5400, Philadelphia, PA 19106 ("**Authority**") and _____ with a registered address at _____ ("**Company**").

WITNESSETH:

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

WHEREAS, the Authority, in the public interest, desires to have an interactive virtual defensive driver program designed and implemented for its employees (the “Driver Safety Program”);

WHEREAS, the Authority determined that it was not advantageous for it to use the bidding process in order to secure the Driver Safety Program subject to this Contract because it wished to consider criteria other than price in the award process;

WHEREAS, in order to procure such Driver Safety Program, the Authority issued Request for Proposal No. 23-05 “Driver Safety Program” on _____ (“RFP”). A true and correct copy of the RFP is attached hereto as Exhibit “B” and incorporated into this Contract as if set forth fully herein;

WHEREAS, Company submitted an offer in response to the RFP on _____ (“Response”). The Response is attached hereto as Exhibit “C” and incorporated into this Contract as if set forth fully herein;

WHEREAS, Company has represented that it is qualified and duly licensed and registered to provide the Driver Safety Program to the Authority as further provided in the RFP and herein; and

WHEREAS, after due consideration and deliberation within the Authority, the Authority’s Board voted at a public meeting to award this contract to Company for the Driving Safety Program.

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

1. SERVICES (THIS SECTION MAY BE REVISED UPON REVIEW OF PROPOSAL).

The Authority hereby engages, and Company hereby agrees to provide services ("Services") as provided below:

A. To provide the Services identified in the RFP, including the Work Statement, and Response in the most cost-effective manner utilizing personnel at the level of competence required relative to the nature of the work, and to follow all applicable federal, state, and local laws;

B. Company agrees to implement the Services for the Driver Safety Program in stages to be approved by the Authority. The stages will include System Development, Implementation and Support Cost ("Implementation"), as defined in the RFP and outlined in Company's Response;

C. To coordinate the fulfillment of this Agreement with the Authority's Project Manager for the implementation of the Services. The Authority's Project Manager will be Alanna Buchanan who may be reached at 215-683-9770 or by e-mail at abuchanan@philapark.org. However, the parties agree that only the Authority's Board or Executive Director may consent to any alteration or amendment to this Agreement, and in each such case, in writing; and

D. To comply fully with all requirements and terms of this Agreement, the RFP, and the Response.

2. TERM. (THIS SECTION MAY BE REVISED UPON REVIEW OF PROPOSAL).

The term of this Agreement will commence on the Effective Date and will end one (1) year from Final System Acceptance ("Initial Term"), with four (4) one-year options to renew, at the sole discretion of the Authority, for the ongoing maintenance and support of the Driver Safety Program, as defined in Section 11, based on the same terms and conditions as the Initial Term, and subject to the other provisions of this Agreement ("Term"). The Effective Date means the date the Agreement has been approved by the Authority's Board and executed by the Authority. The Effective Date will be noted on the signature page of this Agreement. The Authority will provide Company with at least 30 days written notice of its intention to exercise its option to renew prior to the end of the current term.

3. CONSIDERATION AND PAYMENT (THIS SECTION MAY BE REVISED UPON REVIEW OF PROPOSAL).

A. The Authority agrees to pay, and Company agrees to accept payment for the Services satisfactorily performed at the rate(s) identified in the Company's Response and Proposal attached hereto as Exhibit "C" and as follows:

i. Upon execution of this Agreement, the Authority will be invoiced and will pay 50% of the total cost of the Implementation.

ii. Upon Final System Acceptance as defined in Section 8 of this Agreement, the Authority will be invoiced and will pay the remaining 50% of the cost associated with the Implementation.

B. The Company shall invoice the Authority for payment for Services as provided in this Agreement in a form acceptable to the Authority. All invoices will be emailed to the Project Manager and also mailed to:

**Accounts Payable
The Philadelphia Parking Authority
701 Market Street, Suite 5400
Philadelphia, PA 19106**

C. The Pricing set forth in this Agreement shall include all shipping and delivery costs associated with the fulfillment of the terms of this Agreement, as well as any tax, imposition, charge, duty, or levy (“Tax”) which may be imposed under any present or future law on the sale of the merchandise covered by this Agreement. At no time will Company be reimbursed for any administrative or overhead costs incurred by Company in fulfilling the terms of this agreement, including, but not limited to, any time, fees or expenses associated with Company’s travel, fuel, lodging, food, or photocopying in connection with Company’s Services without the advanced written approval of the Project Manager.

4. NO SOLICITATION/CONFLICTS OF INTEREST.

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

B. To the best of Company’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 Company. If such transaction comes to the knowledge of the Company at any time, a full and complete disclosure of such information will be made to the Authority.

C. Company hereby acknowledges receipt and acceptance of the Authority’s Contractor Integrity Provisions attached hereto as Exhibit “A”. Company, for itself, its agents and employees agrees to adhere to the Contractor Integrity Provisions and understands that failure to do so may result in the cancellation of this contract and the reporting of any offending event for investigation.

5. INABILITY OF COMPANY TO PERFORM.

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

6. TERMINATION PROVISIONS.

The Authority has the right to terminate this Agreement for any of the following reasons. Termination will be effective upon written notice to the Company.

A. Termination for Convenience. The Authority, in its sole discretion, has the right to terminate this Agreement for its convenience. The Company will be paid for work satisfactorily completed prior to the effective date of the termination, but in no event will the Company be entitled to recover loss of profits.

B. Termination for Cause. The Authority has the right to terminate this Agreement for Company default upon written notice to the Company. The Authority also have the right, upon written notice to the Company, to terminate the Agreement for other cause as specified in this Agreement or by law. If it is later determined that the Authority erred in terminating the Agreement for cause, then, at the Authority's discretion, the Agreement will be deemed to have been terminated for convenience under Subparagraph 6(a).

7. GENERAL TERMS AND CONDITIONS.

A. Right to Know Law Provisions.

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

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

i. Provide the Authority, within 5 days after receipt of written notification, with copies of any document or information in the Company's possession arising out of this Agreement that the Authority reasonably believes is Requested Information and may be a public record under the RTKL; and

ii. Provide such other assistance as the Authority may reasonably request, in order to comply with the RTKL with respect to this Agreement.

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

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

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

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

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

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

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

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

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

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

C. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

D. Maintenance of Records. Regardless of the impact of the Right-to-Know Law, Company will 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 must contact the Authority before disposing of any such materials and the Authority may direct that some or all of such materials be delivered to the Authority.

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

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

G. Notices. Any legal notice or demand given by one party to the other under this Agreement must be in writing and served by a delivery service, against written receipt or signed proof of delivery addressed to the other party at the address set forth above, unless a party has provided written notice to the other identifying a new address for notice. Notice to the Authority must be labeled "c/o/ General Counsel". All notices will be deemed given on the day after the notice was given to the courier or Postal service.

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

I. General Indemnity. Company will be responsible for, and must 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 Company, its employees, or its subcontractors while engaged in performing the work of this Agreement or while present on the Authority's premises, and for breach of this Agreement regarding the use or nondisclosure of proprietary and confidential information where it is determined that Company is responsible for any use of such information not permitted by this Agreement. This indemnification obligation will not be reduced in any way by any limitation on the amount or type of damages, compensation, or benefits payable by Company or its subcontractors under any employee benefit act including but not limited to Workers' Compensation Acts, Disability Benefits Acts, or other Employee Benefit Act.

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

K. Exhibits and Interpretation. All Exhibits to this Agreement are hereby incorporated by reference as though set forth fully herein. The contracting parties acknowledge and agree that (i) each party reviewed and negotiated the terms and provisions of this Agreement and has contributed to it; and (ii) the rule of construction to the effect that any ambiguities are resolved against the drafting party will not be employed in the interpretation of the Agreement, regardless of which party was generally responsible for the preparation of this Agreement.

L. Order of Precedence. In the event of an inconsistency between provisions of this Agreement, it will be resolved by giving precedence in the following order: (1) the main body of this Agreement (not including Exhibits); (2) the RFP (Exhibit “B”), (3) the Company’s Response and Proposal (Exhibit “C”) and (4) all other exhibits. It is Company’s responsibility to study this Agreement and to report at once in writing to the Authority any errors, inconsistencies, discrepancies, omissions, or conflicts discovered between any provisions of the Agreement. Any work performed by the Company prior to receiving a written response from the Authority with respect to any alleged error, inconsistency, discrepancy, omission, or conflict will be at the Company’s own risk and expense.

M. Specific Proposals. It is understood that the Authority will have the absolute discretion to accept, reject or modify any proposal or offer which Company may bring to the Authority’s attention during the term of this Agreement. The Authority may direct that Company suspend or modify any of its Services related to this Agreement at any time.

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

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

P. Taxes.

1. Company 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. Company also certifies that its Philadelphia Commercial Activity License No. is: _____. Company 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. Company agrees that the fees, prices or rates stated

in this Agreement (1) do not include any state or local taxes, surcharges or fees on the Authority in connection with this transaction, and (2) do include all other applicable taxes for which Company is liable. In the event Company's performance under this Agreement creates a tax liability, such taxes, including but not limited to, real estate taxes, school taxes, use & occupancy taxes, and sales taxes will be the sole obligation of Company, and Company must 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 Company's performance under this Agreement.

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

R. Insurance. Company agrees to provide the Authority the appropriate certificates of insurance in accordance with the Insurance Requirements of the RFP and will maintain the insurance levels contained in its Certificate of Insurance, attached hereto as Exhibit "D".

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

T. Prior Agreements. Company agrees that upon the Effective Date of this Agreement any prior contract between Company and the Authority to perform any services will be considered terminated. The terms of service, including those applicable to rates provided in Section 3 of this Agreement, will apply to all of the Company's services as of the Effective Date.

U. Recitals. The Recitals set forth at the beginning of this Agreement are deemed incorporated herein, and the parties hereto represent they are true, accurate and correct.

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

8. FINAL SYSTEM ACCEPTANCE.

A. Upon final completion of the Implementation of the Driver Safety Program, the Authority and Company will conduct one or more acceptance test(s) to determine if the Driver Safety Program satisfies the applicable criteria set forth in the RFP, specifically the Work Statement. Final System Acceptance will occur upon successful completion of the acceptance tests. When Final System Acceptance occurs, the Parties will memorialize this event by promptly executing a Final System Acceptance Certificate identified in Exhibit "E". The Authority's Executive Director is authorized to execute and issue the Final System Acceptance Certificate to Company. The granting of any payment by the Authority, or the receipt thereof by Company,

will in no way lessen the liability of the Company to replace unsatisfactory performance of the Driver Safety Program, although the unsatisfactory character of such performance may not have been apparent or detected at the time such payment was made.

B. If, in the sole discretion of the Authority's Executive Director, any part of the Driver Safety Program does not meet the requirements of the acceptance test specifications, the Authority may (1) permit the Company to repair or replace those part(s) of the Driver Safety Program so that the same meets the acceptance test specifications in all material respects, at no additional cost to the Authority; or (2) reject the Driver Safety Program as a whole, and any amounts paid by the Authority for the Driver Safety Program will be promptly refunded by Company to the Authority. All written warranties will become effective and begin to run upon the successful completion of the acceptance tests and the Authority's Executive Director's execution and issuance of the Final System Acceptance Certificate to the Company.

C. Payment for any part or parts of the Driver Safety Program provided hereunder, or inspection or testing thereof by the Authority, will not constitute acceptance or relieve Company of its obligations under this Agreement. The Authority may inspect the components of the Driver Safety Program when delivered and reject upon notification to Company any and all parts of the Driver Safety Program which do not conform to the specifications or requirements of this Agreement. Components of the Driver Safety Program which are rejected must be promptly corrected, repaired, or replaced by Company in accordance with the Company's warranty obligations under this Agreement, such that the System conforms to the warranties, specifications, and the other requirements of this Agreement. If the Authority receives components of the Driver Safety Program with defects or nonconformities not reasonably apparent on inspection, then the Authority reserves the right to require prompt correction, repair, or replacement by Company in accordance with Company's warranty obligations under this Agreement following the discovery of such defect or nonconformity.

9. CONFIDENTIAL AND PROPRIETARY INFORMATION

A. Duty of Confidentiality. All data, documents, discussions, or other information developed, generated, discovered, or otherwise saved in the Driver Safety Program software exclusively for the Authority (collectively the "Data") by the Company in the performance of this Agreement are confidential and must not be disclosed to any person or entity except as authorized by the Authority, or as required by law.

B. Ownership of Materials. The Authority and Company agree that Company will own the entire right, title, and interest in the Driver Safety Program software, conceived or developed by Company in the performance of this Agreement and RFP, or developed using Company's facilities or personnel. The Authority and Company agree that the Authority will own the entire right, title, and interest, including all patents, copyrights, and other intellectual property rights, in version of the Driver Safety Program supplied to the Authority.

C. Ownership of Data. The Authority will maintain ownership and control of the Data generated throughout the Agreement period and in perpetuity. Company will have the right to use the Data solely to perform or correct Services under the Agreement with the Authority. Company

may not use the Data, a subset of the Data, and/or a summary of the Data, or, cause or permit the Data, a subset and/or a summary thereof, to be used by any third party, outside the scope of the Agreement without the express written consent of the Authority. Company will provide the Authority with all copies of all Data in its possession or control at such times as the Authority deems appropriate.

D. Enforcement. The Authority and Company agree that damages are not adequate and no adequate remedy at law exists for any threatened or actual disclosure or use of information by Company in violation of any provision of this Section 9 of this Agreement. Accordingly, Company consents to the entry of an injunction against threatened or actual disclosure or use of the information in violation of any provision of this Section 9 of this Agreement, without the Authority being required to post a bond or other security.

10. SECURITY AND DATA PRIVACY REQUIREMENTS

A. Data, personal identifying information, and/or any other restricted Authority information, whether in electronic format or hard copy, must be secured and protected at all times to prevent unauthorized access. At a minimum, Company will encrypt and password-protect electronic files, store and process Authority data. This includes data saved to host locations, computers, connected devices, and storage devices.

B. In the event that Data collected or obtained by the Company in connection with this Agreement is believed to have been compromised, Company will notify the Authority immediately. Company agrees to reimburse the Authority for any costs it incurs to resolve potential breaches incurred due to the Company.

11. MAINTENANCE SERVICES

A. Maintenance Services. At all times while this Agreement is in effect, Company will provide all maintenance services, inclusive of all labor, materials, and software, necessary for the Driver Safety Program to perform and operate in accordance with the specifications set forth in this Agreement and RFP.

B. Payment Schedule for Option Periods. Maintenance Services will be exercised as options at the sole discretion of the Authority on an annual basis and will be paid on a monthly fixed fee basis pursuant to the cost reflected in the Response as attached in Exhibit "C".

C. Additional Compensation. The Parties agree that only the Authority's Board may consent to any additional compensation for Services in excess of the fixed fee pricing identified in the Response and in each such case in a written Amendment to this Agreement signed by the Authority's Executive Director.

12. USE OF NAME

The Company agrees that it is prohibited from using, and agrees not to use, directly or indirectly, any name, trademark, or logo of the Authority without first obtaining the prior written consent from the Authority.

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

The Philadelphia Parking Authority

Attest: _____

Print Name: _____

Print Title: _____

By: _____

Rich Lazer
Executive Director

Effective Date: _____

APPROVED AS TO FORM

By: _____
Office of General Counsel

Company

Witness: _____

Print Name: _____

Print Title: _____

By: _____

Print Name: _____

Print Title: _____

EXHIBIT “A”
Philadelphia Parking Authority
CONTRACTOR INTEGRITY PROVISIONS

1. Definitions.

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

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

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

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

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

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

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

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

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

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

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

7. When Contractor has reason to believe that any breach of ethical standards as set forth in law or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by an Authority officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Authority contracting officer or the Authority's Office General Counsel in writing.

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

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

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

11. Nondiscrimination/Sexual Harassment. Contractor agrees:

a) 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, Contractor, each subcontractor, or any person acting on behalf of 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.

b) Neither Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.

c) Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

d) Contractor and each subcontractor shall not discriminate in violation of PHRA and applicable federal laws against any subcontractor or supplier who is qualified to perform the work to which the contract relates.

e) Contractor and each subcontractor represent 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. 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. Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Small Business Opportunities (BSBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

f) Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.

g) Contractor’s and each subcontractor’s obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, Contractor and each subcontractor shall have an obligation to inform the Authority

if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.

h) The Authority may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place Contractor in Contractor Responsibility File.

12) Americans with Disabilities Act. Contractor agrees as follows.

a) Pursuant to the federal regulations promulgated under the authority of the Americans With Disabilities Act, 28 C.F.R. 35.1010 et. Seq., Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation on this contract or from activities provided under this contract. As a condition of accepting and executing this contract, Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. 35.130, and all other regulations promulgated under Title II of the Americans With Disabilities Act, which are applicable to the benefits, services, programs, and activities provided by the Authority through contracts with outside contractors.

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

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

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

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Authority will determine whether a contract may be entered into with Contractor. Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through

the termination date thereof. Accordingly, Contractor shall have an obligation to immediately notify the Authority in writing if at any time during the term of the contract if becomes aware of any event which would cause Contractor's certification or explanation to change. Contractor acknowledges that the Authority may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

**Exhibit “B”
Request for Proposals**

Exhibit “C”
Company’s Response and Proposal

**Exhibit “D”
Company’s Certificate of Insurance**

Exhibit "E"

Final Acceptance Certificate

This Final System Acceptance Certificate memorializes the occurrence of Final System Acceptance on _____ consistent with the successful completion of the acceptance tests pursuant to Section 8 of this Agreement.

The Philadelphia Parking Authority

Company

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Form:

By: _____
Office of General Counsel

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 #8.

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 #8.

4. Professional (E&O) Liability Insurance with minimum acceptable limits of \$2,000,000 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 \$2,000,000 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.
9. 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.
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 **Company**.
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 **Company** of any responsibility or liability under the contract.

THE PHILADELPHIA PARKING
AUTHORITY
GENERAL INSURANCE
REQUIREMENTS

13. 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.

14. 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.
15. 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.
16. 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.
17. 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.

Appendix D
Vehicle Use Policy

RFP No. 23-05 Driver Safety Program

Appendix D – Authority’s Vehicle Use Policy

Vehicle Use

- A.** The Authority provides vehicles for some employees only to fulfill the governmental duties assigned to the Authority. The Authority, and its employees, receive special legal protections from lawsuits related to automobile accidents if the Authority vehicle is being used for official business. Those protections may be lost if an Authority vehicle is used for any non-official purpose. For this and other business reasons, Authority vehicles may only be used for official business.
- B.** Authority vehicles must be operated in a manner consistent with the law and the standards listed below. An employee who operates an Authority vehicle in violation of the law or the following standards will be subject to disciplinary action up to and including termination. The following list is not intended to be exhaustive. Other actions, not listed, may also result in discipline or discharge based on a finding that the action is misconduct with regard to vehicle use.
- 1.** Only an employee with a current and valid driver’s license may operate an Authority vehicle.
 - 2.** Employees required to maintain a license for their job classification must notify their department manager immediately if their license is suspended, revoked or not valid for any reason. This requirement applies even if the employee is not currently required to operate an Authority vehicle.
 - 3.** Employees whose work regularly involves the use of an Authority vehicle must have a certificate of completion of a safe driver education course administered by the Risk Management Department.
 - 4.** Unauthorized persons are not permitted in any Authority vehicle, including family members or friends of the Authority employee assigned the vehicle.
 - 5.** If an Authority vehicle is involved in an accident or is otherwise damaged, the person assigned to the vehicle must report the incident immediately to their supervisor. In addition to penalties identified above, an employee who fails to immediately report the incident or damage may be required to pay for the repair to the vehicle.
 - 6.** An employee involved in two or more accidents involving an Authority vehicle within a twelve-month period will not be permitted to drive an Authority vehicle unless an appropriate investigation has found that the employee was not at fault in one or both incidents.
 - 7.** Employees may not drive an Authority vehicle if they have consumed alcohol, or any legal or illegal drug or medication which may cause drowsiness or other impairment.
 - 8.** All occupants of an Authority vehicle must wear seat belts.
 - 9.** Employees must obey all traffic and parking regulations. Any traffic or parking violations (including automated violations) that an employee receives or that are issued to an Authority vehicle will be the responsibility of the employee driving or assigned to the vehicle at the time of issuance.
 - 10.** Employees must complete the Vehicle Log sheet in the vehicle as instructed by the employee’s supervisor.
 - 11.** PPA vehicle drivers are responsible to see that all trash and/or recyclable materials are removed upon exiting the vehicle.
- C.** If an employee is authorized to take an Authority vehicle home overnight, the vehicle may not be used for personal reasons and must be driven only between home and work locations. Employees assigned a vehicle for take-home

purposes are required to turn in the vehicle at the start of a vacation period. Internal Revenue Service regulations provide that an employee who is regularly permitted to use an Authority vehicle to commute to and from work be taxed on the value of that benefit.

- D. If an employee is required to use a personal vehicle for Authority business, they must have prior written authorization from the appropriate director in order to be reimbursed for the expenses related to such use.
- E. Employees driving Authority vehicles may not use hand-held phones. If it is necessary to take a phone call while driving, a hands-free device must be used. An employee may not text while driving.

Appendix E

Defensive Driving Training Fact Sheet

Appendix E - Defensive Training Fact Sheet

Introduction - Why Defensive Driver Safety Training?

- Every 12 minutes someone dies in a motor vehicle crash, every 10 seconds an injury occurs and every 5 seconds a crash occurs (OSHA).
- Motor vehicle crashes are a leading cause of death and injury for all ages (40k per year).
- 14,386 vehicle crashes PER DAY (NHTSA 2023)
- 8,300 injured motorist/passengers PER DAY
- 110 people who leave home today will never return because of a motor vehicle crash.
- On a day-to-day basis, driving is the most dangerous thing we do.
- Most accidents can be prevented!

What Causes Accidents?

The Fatal Five

- The 5 leading causes of motor vehicle accidents
 - State of Mind
 - Aggressive Driving
 - Distracted Driving
 - Drowsy Driving
 - Impaired Driving
 - State of Mind
 - Stress
 - Emotions
 - Attitudes
 - Increases the likelihood for distracted driving.
 - Increases the chance for road rage.
 - Aggressive Driving
 - Tailgating
 - Making rude gestures
 - Flashing high beams at the car in front of you
 - Failing to yield to merging traffic.

- Passing on the shoulder
- Changing lanes without signaling
- Honking the horn
- Distracted Driving
 - Distracted drivers react more slowly to traffic conditions, decreasing their "margin of safety."
 - Distracted driving includes:
 - Talking to passengers
 - Adjusting vehicle climate/radio controls
 - Eating a meal/snack
 - Using a cell phone
 - Tending to passengers
 - Reading a map/publication
 - Grooming
 - Preparing for work
- Impaired Driving
 - About three in every 10 Americans will be involved in an alcohol-related crash at some time in their lives
 - Driving skills and judgment, are impaired long before people exhibit visible signs of drunkenness.

Defensive Driving - The 5 to Survive

- Five defensive driving habits:
 - Look To the Horizon
 - Identify The Hazards
 - Scan, Don't Stare
 - Always Have an Escape Route
 - Be Visible

Look To the Horizon

- Aim the vehicle toward a target well down the road.
- Keep eyes up to the horizon when steering to stay on your path.

Identify the Hazards

- Be aware of what is around you — near and far.
- Goal is to identify possible hazards that may enter your travel path.

Scan, Don't Stare

- Most of your attention should be out front.
- Check your "six".
- Use the triangle method.
- Check side mirror, rear mirror, speedometer and gages every few seconds.
- Always check out front between checking other areas; never go from mirror to speedometer or other gages.

Always Have an Escape Route

- Be prepared!
- Expect the unexpected.
- Don't get 'boxed in' by other traffic.
- Check your blind spot and don't drive in another vehicle's blind spot.
- Use the 2 second rule.
- Blind Spots
 - If you are behind a vehicle and can't see their rearview mirror through their rear window, you are probably in their blind spot.
 - How long does it take to stop?
 - Reaction time + stopping time = total stopping time.
 - On average, 3/4 of a second transpires between your identification of a hazard and the need to stop and getting your foot to the brake.
 - Stopping time will vary with road conditions, type of vehicle, and vehicle condition.
 - Impact of Reaction Time
 - At 30 mph you will travel about 35 feet in 3/4 second.
 - At 65 mph you will travel about 70 feet in the same amount of time.
 - At 55 mph a car travels 346 feet before it stops.
 - At 55 mph a truck travels 477 feet before it completely stops: 131' longer stopping distance.
 - The Two Second Rule -

- Provides a two second space cushion in front of your vehicle.
- Count 'one thousand and one, one thousand and two' until the front of your vehicle passes the same stationary point that the rear bumper of vehicle in front of you passed when you began counting.
- If you pass that point before finishing one thousand and two, you are too close.
- Trucks or heavy vehicles should use 4-8 seconds versus two seconds.

Be Visible

- Communicate with Traffic
 - Eye Contact: eye contact with the other driver gives you some confidence that they see you and will wait for you to pass.
 - Headlights: two purposes, to see and be seen!
 - Turn Signals: failure to signal forces others to guess what your actions might be.
 - Horn: gets attention and assures awareness of our approach.
 - "Vehicle Body Language:" information about other driver's habits and intentions by the "vehicle's body language".
 - Weaving in and out of traffic - aggressive driver.
 - Hugging the left side of the lane - potentially looking to pass.
 - Tires of a vehicle in the oncoming traffic lane turned in your direction - could turn in front of you.

Defensive Driving - Backing Tactics

- Backing is the most common vehicle accident. Why?
- Poor visibility as to what is behind you.
- Unnecessary backing.
- Unfamiliarity with vehicle.
- Never back up if a good option exists to go forward.
- In a parking lot, pull through the empty spaces to "face out" in your final parking spot to avoid having to back up.

Defensive Tactics:

- Look at your path, know what's behind you.
- Before moving check again behind you.
- Back slowly and lightly tap your horn.

- Use a spotter when possible.
- Back to the driver's side whenever possible.

Defensive Driving - Intersections

- 40 percent of all serious accidents occur at intersections.
- Defensive Driving Tactics: Remember: the right of way is not guaranteed!
- Beware of the 'stale green light' - a light that was green the first time you saw it so you don't know when it will change.
- Determine a 'decision point' that allows you either to safely stop or clear the intersection before the light turns red.
- Keep your eyes moving to watch for potential hazards, including pedestrians.
- Remember to 'communicate with traffic' and 'be seen'.
- As you approach the intersections, look left, then right, then left again as you enter the intersections.
- Continue scanning as you proceed.

Defensive Driving - Intersections

- REMEMBER: The Right of Way is not Guaranteed!
- Defensive Driving - Lane Changes
- Check to make sure there is enough room to safely change lanes.
- Signal your intentions well in advance.
- Check your blind spot and the space you will occupy again before changing lanes.
- Make the lane change.
- Remember to be seen!

Defensive Driving - Hazardous Conditions

- Rain
- Hydroplaning - occurs at speeds as low as 30 mph.
- Oil-rain mixture - shortly after rain begins oil residue on street and water mixes to cause very slippery conditions.
- Winter
- Shaded Areas - Shady parts of the road will remain icy and slippery after open areas have melted.
- Bridges - Bridges freeze before roads do.

- Melting Ice - Slight melting will make ice wet.
- Black Ice - If the temperature is below freezing and the road looks wet.
- Defensive Driving Tactics:
 - Slow Down! Speed limit may not be the speed that allows you to drive in a safe and controlled manner.
 - Increase the 2 second rule to 4 or even 8 seconds to allow for hazardous conditions.
 - If hydroplaning occurs, release the accelerator and do not apply the brake.
 - Remember to BE SEEN!

Defensive Driving - Construction Zones

- More than 10 billion vehicle miles of travel are estimated to occur through active road work zones in any given year.
- Slow Down! Use extra caution.

In the Event of an Accident

- NEVER leave the scene of an accident!
- Report any accident immediately to your supervisors, and police, no matter how minor.
- Call emergency personnel as necessary
- Do not attempt to move injured persons!
- Get police officer information, badge #, name, etc.
- Obtain a police report whenever possible.

Summary

- Motor vehicle crashes are a leading cause of death and injury for all ages.
- The 4 leading causes of vehicle accidents are state of mind, aggressive driving, distracted driving, and impaired driving.
- Seatbelts are the single most effective tool to reduce injuries and deaths.
- The five key defensive driving habits are:
 - Look to the Horizon
 - Identify the Hazards
 - Scan, Don't Stare
 - Always Have an Escape Route
 - Be Visible

- Report accidents immediately to your supervisor - no matter how minor
- Never leave the scene of an accident!