

REQUEST FOR PROPOSALS FOR
Interior Landscaping Maintenance at Independence Mall Garage

RFP No. 23-06

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PART I

GENERAL INFORMATION TO OFFERORS

SUMMARY	
When:	Proposals must be submitted by Wednesday, May 10, 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 in a sealed package via mail, certified mail, return receipt requested (to include commercial delivery services) or by hand-delivery no later than Wednesday, May 10, 2023 at 12:00 PM. Whether mailed or hand-delivered, all envelopes must display the Offeror's name and "RFP No. 23-06 Interior Landscaping Maintenance at Independence Mall Garage" must be boldly and clearly handwritten (not typewritten). All proposals must be presented with one (1) original and six (6) copies , individually numbered, and an electronic version via USB drive consisting of one PDF file. Please do not password protect the USB drive or the file.
Mandatory Pre-Proposal Meeting	<p>A mandatory Pre-Proposal Meeting will be held in the Great Room of the Autopark at Independence Mall located at 41 North 6th Street, Philadelphia PA 19106 on Monday, April 24, 2023 at 11:00 AM. Offerors must attend this meeting to be considered an eligible Offeror.</p> <p>Prospective Offerors who are having difficulties attending the meeting should contact Shannon Stewart for assistance, 215.837.9025.</p> <p>Please complete the Offeror Registration Form the prior to the meeting.</p>

I-1. Introduction.

This Request for Proposals ("RFP") is being issued by the Philadelphia Parking Authority, ("Authority"), a body corporate and politic created under the laws of the Commonwealth of Pennsylvania in accordance with the Act of June 19, 2001, P.L. 287, No. 22, 53 Pd. C.S. § 5501 et seq. as amended, known as the "Parking Authority Law". The Authority seeks a highly experienced and professional interior landscaping firm to perform interior landscaping services under a one (1) year contract. The term of the contract may be extended by and at the sole option of the Authority for up to four (4) 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 operating a system of red-light camera and speed camera enforcement as part of a Vision

Zero initiative; 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 and at the Philadelphia International Airport in support of this important regional economic engine,
- Encouraging safe, clean, reliable taxicab, limousine and transportation network company service through sound regulations and consistent enforcement,
- Improving vehicle and pedestrian safety in targeted intersections through automated red-light enforcement,
- Applying latest technology and continuing staff development to provide the highest quality public service with maximum efficiency.

I-3. Procurement Questions.

Prospective Offerors are encouraged to submit questions concerning the RFP in writing no later than **Monday, May 1, 2023 at 12:00 PM**. Questions concerning this RFP are to be submitted via email to Shannon Stewart at sstewart@philapark.org with “RFP No. 23-06 Interior Landscaping Maintenance at Independence Mall Garage” listed in the subject line.

Only questions submitted in writing will be addressed. The Authority will answer all questions in writing via addendum that will be emailed to all registered Offerors and posted to the Authority’s website at www.philapark.org.

Any furnished answers will not be official until they have been verified, in writing, by the Authority. The Authority shall not be bound by any verbal information, nor shall it be bound by any written information that is not either contained within the RFP or formally issued as an addendum by the Authority. The Authority does not consider questions to be a protest of the Work Statement or of the solicitation.

I-4. Clarification of Instructions.

Should the prospective Offeror find a discrepancy in or an omission from the Work Statement or any part of this RFP, or should he or she be in doubt as to the meaning of any term contained therein, the Offeror shall notify Shannon Stewart, Manager of Contract Administration via email at sstewart@philapark.org prior to the question deadline. All questions and clarification requests will be responded to via written addendum that will be emailed to all registered Offerors. Addenda will also be posted to the Authority’s website, www.philapark.org.

I-5. Restrictions of Contact.

From the issue date of this RFP until the Authority’s Board approves the awarding of the contract, **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 its award. Offerors must agree not to distribute any part of their proposals beyond the Authority. An Offeror who shares information contained in its proposal with other Authority personnel and/or competing Offeror personnel may be disqualified.

I-6. Proposal Conditions.

Sealed proposals must be received in the office of the Philadelphia Parking Authority, addressed to Shannon Stewart, 701 Market Street, Suite 5400, Philadelphia, PA 19106, by **Wednesday, May 10, 2023 no later than 12:00 PM.**

Each Offeror shall submit to the Authority the information and forms required, which forms, and information shall become the property of the Authority and will not be returned to Offerors, unless a written request to withdraw is received prior to the opening of proposals.

Failure to attach documents required for submittal at the time of submittal may result in the offer being rejected.

I-7. Small Diverse Business Requirements.

The Authority is continually looking for opportunities available for growth and advancement among small diverse business through contracts to provide products, services or construction to the Authority.

Offerors shall 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%20Diverse%20Business%20Program/Pages/default.aspx>

I-8. Signatures Required.

The proposals *must* be signed in all spaces where signatures are required. In cases of corporation, the signature must be that of a duly authorized officer of the corporation and officer's title must be stated. In cases of a business entity other than a corporation, the title of the signer and type of entity is required.

I-9. Instructions for Affidavit of Non-Collusion.

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

I-10. Insurance Requirements.

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

Offerors may request a waiver or relief for any coverages by submitting the request during the question period and allowing 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)** to be considered.

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

I-13. Business Licenses:

The proposal should include the Offeror's Philadelphia Commercial Activity License (formerly Business Privilege License) number and the Offeror's Federal Tax ID number if the Offeror is seeking representation of the Authority in Philadelphia. If the Offeror does not currently have a Philadelphia Commercial Activity License, it must obtain one no later than five business days after notification of selection. If the Offeror does not believe that it needs a Philadelphia Activity License, an explanation with references to statute and/or the Philadelphia Code should be included with the proposal.

I-14. Rejection or Acceptance of Proposals.

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

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

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

Any form which is required to be submitted and which is incomplete, conditional, obscure, contains additions not called for and not approved by the Authority, or which contains irregularities of any kind, may be cause for rejection of the proposal, in the sole discretion of the Authority. At any time up to the hour and date set for opening of proposals, an Offeror may withdraw its proposal. Such withdrawal must be in writing and sent to the Authority at the address set forth herein by a nationally recognized overnight courier service, certified mail, return receipt requested, or delivered in person. Such withdrawal shall be effective only upon receipt by the Authority evidenced by written confirmation of such

receipt and will preclude the submission of another proposal by such Offeror. After the scheduled time for opening of proposals, no Offeror will be permitted to withdraw their proposal, and each Offeror hereby agrees that their proposal shall remain firm for the contract period. A proposal made and opened may be withdrawn with the written permission of the Authority, if the Authority determines in its sole discretion that the proposal is inconsistent with the best interest of the Authority.

I-15. Unacceptable Proposals.

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

I-16. Subcontracting.

Any use of subcontractors by an Offeror must be identified in the bid **(Tab J)**. During the contract period, use of any subcontractors by the selected Offeror, which were not previously identified in the proposal, must be approved in advance in writing by the Authority.

I-17. Notification of Offeror Selection.

The Authority will study and evaluate all proposals which are received in accordance with the instructions set forth in the proposal package and may select an Offeror and notify all other Offerors of the selection within sixty (60) days after the date the proposals are opened. Such notice shall be in writing and mailed to the address furnished by each respective Offeror in the Transmittal Letter. The selected Offeror 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-18. Standard Practices.

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

I-19. Document Disclosure.

While documents exchanged by or with the Authority or its agents during this process may be protected from public release by certain terms of Pennsylvania's Right to Know Law (65 P.S. §§67.101–67.3104), Pennsylvania's Procurement Code, or other laws, many documents may not be protected. All Offerors are advised to seek counsel or otherwise educate themselves regarding open records laws and regulations in Pennsylvania.

I-20. Statement of No Proposal.

All Prospective Offerors that do not intend to submit a proposal are asked to complete the Proposal Decline Form enclosed in the proposal documents.

This document must be emailed to the attention of 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/4564249f9f754a0ebce2d4155f870f7a>

I-21. Shipping and Delivery.

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

PART II

INFORMATION REQUIRED FROM OFFERORS

II-1. Proposal Format.

All proposals submitted must conform to the following format requirements. A transmittal letter signed by a person authorized to engage the Offeror in a contract must be included in your proposal. Proposals must be submitted on letter size (8.5" x 11") paper. 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 & Experience
- Tab C - References
- Tab D - Proposal Form
- Tab E - Technical Response
- Tab F – Insurance Requirements
- Tab G - Proposed Changes to Contract
- Tab H - Disclosure of Legal Actions
- Tab I – Licenses/Certifications
- Tab J - Subcontractors

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

II-2. Transmittal Letter (Tab A).

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

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

Offerors are to provide a brief history of their company and summary of their experience providing the services described in the Work Statement. Identify a dedicated staff member and a qualified substitute to represent the company for the entire term of the contract. Identify the service manager who will be responsible for performing the maintenance inspection after each visit.

Describe similar services provided within the past five (5) years providing the services defined in the Work Statement.

II-4. References (Tab C).

A minimum of three (3) client references, to whom services were provided similar to the Work Statement outlined in this RFP. The client references must include the name of the organization, address, email address, telephone number, individual contact person, the dates services were performed, and a description of the services provided.

II-5. Proposal Form and Fee Proposal (Tab D).

The proposal form attached as *Appendix A* must be submitted in its entirety (with exception of the Proposal Decline Form). All signature lines must be executed.

II-6. Technical Response (Tab E).

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

Offeror must provide a detailed list of all plants, flowers, and foliage included in your offer.

Offeror must provide a detailed list of all seasonal flowers and color arrangement, that will be furnished and installed by the contractor, for the following holidays: Independence Day, Thanksgiving and Christmas.

Offeror must include a sample maintenance schedule, detailing the frequency of maintenance visits each year and services provided at each visit. The final maintenance schedule will be determined after contract award at the kickoff meeting.

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 business 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.

Offerors may request a waiver or relief for any coverages by submitting the request during the question period and allowing 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 partially executed 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** 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.

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. Licenses/Certifications (Tab I).

Offeror must include all required permits, licenses and/or certifications, needed to perform the services detailed in the Work Statement, for any personnel who will work under the contract with the Authority. All permits, licenses and certifications must remain current during the term of the contract.

II-11. Subcontractors (Tab J)

Offeror must identify any subcontractor(s) that will be used during the contract term and the services the subcontractor will provide. If the subcontractor will be performing any services that require permits, licenses and/or certifications; please provide.

PART III

CRITERIA FOR SELECTION

III-1. Mandatory Responsiveness Requirements. To be eligible for selection, a proposal shall be (a) submitted by an Offeror who was represented at the mandatory pre-proposal meeting; (b) timely received from an Offeror; (c) properly signed by the Offeror.

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

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

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

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

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

- a. **Responsiveness** of the proposal to the submission requirements set forth in the RFP. **Weight: 5%**
- b. **Qualification and experience** of the Offeror with regard to the Work Statement outlined in the RFP. The technical ability and capacity of the Offeror to meet the terms of the contract as evidenced by reference feedback and past performance. **Weight: 35%**
- c. **Offeror's approach** to the work described in the Work Statement. **Weight: 25%**
- d. **Proposed fees, costs, and changes to the proposed contract** although the Authority is not bound to select the firm who proposes the lowest fees. **Weight: 25%**
- e. **Small Diverse Business participation.** **Weight: 10%**

PART IV

WORK STATEMENT

IV-1. General.

The Philadelphia Parking Authority (“Authority”) is seeking proposals from highly experienced and professional interior landscaping firms to perform interior landscaping services. These services are desired to maintain a visually attractive display of live plants as well as seasonal flowers for specific holidays, in the Great Room at the AutoPark at Independence Mall Garage.

IV-2. Specific.

The Authority's AutoPark at Independence Mall located at 41 N. 6th Street, 19106 is an underground parking facility with a capacity of 612 spaces. The facility is located directly below the Independence Visitor Center (“IVC”) and serves as the preferred parking destination for patrons and visitors to the Philadelphia Historical area and the Independence Visitor Center along with employees of various outside entities. The pathway to and from the garage and the IVC is through the Great Room. This area recently had an installation of live plants and foliage along with fresh mulch and the installation of a fountain (“Contents”).

This work statement represents the minimum desired requirements and therefore Offerors are encouraged to provide solutions to properly maintain the Great Room and its Contents. It will be the responsibility of the Offeror to familiarize themselves with the conditions and current Contents in the Great Room.

Contents must include live plants, live flowers, fresh mulch, and seasonal flowers to be installed during holidays identified below. Artificial plants, flowers and mulch will not be accepted.

Offerors will be responsible for the removal of deteriorating Contents and installation of new contents to replace deteriorated Contents.

Offerors must include the following in **Tab (E)** of their proposal:

1. Provide a detailed list of all Contents being proposed.
2. Provide a detailed list of all seasonal Contents, that will be furnished and installed by the contractor, for the following holidays: Independence Day, Thanksgiving and Christmas.
3. Offeror must provide their proposed maintenance schedule in **Tab (E)**. Maintenance schedule must include the frequency of services and a detailed list of services to be performed during each visit.

The Authority is seeking solutions from Offerors that meet, at a minimum, the following:

A. Services

Offerors must be able to properly maintain the landscape in the Great Room. Services include, but are not limited to, watering, fertilizing, trimming, spraying, cleaning, leaching, aerating, re-mulching, plant rotation of annuals, removal of deteriorating landscape and plant replacement in accordance with sound horticultural practice. Live plants and foliage must be used, artificial items are not acceptable.

The contractor will provide all supervision, expertise, tools, fertilizers, pesticides, insecticides, fungicides, sprays, soil, equipment, trash bags, and other supplies adequate in kind and quality to perform indoor plant maintenance.

All Contents shall be kept cleaned, trimmed, and free of dust and dirt. The Contents must be treated with safe and viable insect and pest control solutions to prevent cobwebs and insect damage.

The contractor will be responsible to furnish, install, upkeep and remove seasonal flowers for the following holidays: Independence Day, Thanksgiving, and Christmas.

1. Watering

Contractor will inspect for soil moisture levels and replenish as necessary to meet requirements of the plants. All water spills must be cleaned up immediately to prevent safety issues from occurring. Contractor must provide any equipment needed to properly apply the correct amount of water for interior plants.

2. Pest and Disease Control

Contractor must perform inspection of soil and foliar insect pests, diseases, and other such infestations during each scheduled maintenance visit. It is imperative that the contractor act and treat before there is any sign of damage. All plants must be treated for fungus gnats with both a systematic and contact pesticide to prevent outbreaks before delivery.

The contractor must provide Material Safety Data Sheets ("MSDS") to the Authority for all chemicals applied to the plants.

Contractor must ensure that all staff members providing chemical services must be properly licensed in Pennsylvania to provide such services.

3. Fertilization

Contractor must perform regular checks of the various species and awareness of proper time, type and amount of fertilization that is essential to promote the right amount of lush, green foliage.

4. pH Levels

Contractor will regularly check, at a minimum twice a year, the soil to monitor pH levels and make necessary adjustments to bring levels to acceptable range for each plant.

5. Rotation of Plants

Rotate plants as necessary, relative to any predominant light source in order to maintain attractive shape. All plants must retain their upright position without stakes.

6. Plant Replacements

Plant Replacement Guarantee: The Authority will not be held liable for plants that have suffered physical abuse, theft, temperature extremes and care by unauthorized personnel.

During all phases of work under this Contract, the Contractor must replace at its sole expense any plant(s), which deteriorates in health and appearance so as to become of a lesser specification, grade, and value from that which was originally installed or at time of takeover unless otherwise noted in the work statement or contract.

1. Either the Authority or the Company may make the decision to replace; upon request from the Authority, the Contractor will perform any such replacement(s).
2. All plant replacements will be made with the same species, size and grade plant(s) as was in place at the beginning of the service period: or, with another plant of comparable value which is acceptable to the Authority.
3. Turnaround time for replacements is a maximum of two weeks and may be less to maintain quality standards for the Authority at all times.

7. Fountain Maintenance

Offeror will be responsible for maintaining, cleaning, filter replacement, water level maintenance as per the manufacturer's recommendations.

B. Schedule of Services

The proposed maintenance schedule must include a maintenance inspection to be completed by a service manager at each visit. If any replacement is necessary, contractor must first notify the Authority's project manager who will approve the replacement.

1. A log or other record of service must be provided with each service visit. A description of services performed and any recommendations to replace or enhance the Contents will be included.
2. Notify the Authority of the service technician's arrival 48 hours prior.
3. Inspection of soil moisture levels and replenish as necessary.
4. Trim and clean all foliage and removal of debris.
5. Rotate plants to evenly expose all sides to an equal amount of sunlight if applicable.
6. Perform all measures, whether specifically referenced or not, that may be required to ensure the health and the vitality of the plantings.
7. The implantation of control measures for pest and disease infestations must be in strict compliance with all federal and local regulations and administered by a licensed technician.
8. Replenishment of mulching in all beds to be completed annually in the month of May. Mulch must be refreshed/turned over the first week of November.
9. The holiday seasonal flowers provided by the contractor for Independence Day, Thanksgiving, and Christmas must be installed and on display at least 30 days prior to the holiday and will remain 14 days afterwards. Except for Thanksgiving, those decorations will be replaced by the Christmas flowers the first Monday after Thanksgiving.

These are minimum expectations. The Authority anticipates that Offerors responding to this RFP will provide additional services and/or solutions, 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 (1) year thereafter unless it is terminated earlier pursuant to the terms of the contract. The term of the contract may be extended by and at the sole option of the Authority for up to four (4) additional one-year renewals.

Appendix A
Proposal Form

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

**INTERIOR LANDSCAPING MAINTENANCE AT INDEPENDENCE MALL GARAGE
RFP No. 23-06**

PROPOSAL FORM

1. The undersigned submits this proposal in response to the above referenced **RFP No. 23-06 Interior Landscaping Maintenance at Independence Mall Garage** 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 (1) year thereafter unless it is terminated earlier pursuant to the terms of the contract. The term of the contract may be extended by and at the sole option of the Authority for up to four (4) additional one-year renewals.

5. **Cost Proposal:** Provide a monthly fee for each year of the contract that is all inclusive of all proposed goods/services and plant replacement as described in the Work Statement.

	Monthly Fee	Annual Total
Year One	\$	\$
Year Two	\$	\$
Year Three	\$	\$
Year Four	\$	\$
Year Five	\$	\$

6. **Requirement Statement:** The undersigned Offeror agrees to provide interior landscaping maintenance services 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

RFP Name and Number: _____

Offeror: _____

Contact Name: _____ Email: _____

OFFEROR INFORMATION:

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

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

1. _____.
2. _____.
3. _____.
4. _____.
5. _____.

The Offeror will need to attach a copy of their SBPI certificate. Offeror will be required to maintain their status as a certified Small 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. 23-06 Interior Landscaping Maintenance at Independence Mall Garage

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

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

Name: _____

- Requirements too "tight" (explain below)
- Unable to meet time period for responding to this Proposal
- We do not offer this product or service
- Our schedule would not permit us to perform
- Unable to complete Work Statement
- Unable to meet Bond/Insurance Requirements
- Work Statement unclear (explain below)
- Unable to meet Insurance Requirements
- Unable to meet Contract Requirements (explain below)
- Other (specify below)

Comments:

Upon completion of this form, please email the form to Shannon Stewart, Manager of Contract Administration, at sstewart@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/4564249f9f754a0ebce2d4155f870f7a>.

Appendix B
Sample Contract

**AGREEMENT FOR LANDSCAPING SERVICES
BY AND BETWEEN
THE PHILADELPHIA PARKING AUTHORITY
AND _____**

Contract No. K-23-0008

THIS AGREEMENT effective as of the ____ 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 (the "**Authority**") and _____ ("**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 retain interior landscaping services in the Great Room at the AutoPark at Independence Mall ("Landscaping Services");

WHEREAS, the Authority determined that it is was not advantageous for it to use a bidding process in order to secure the Landscaping Services subject to this Agreement because it wished to consider criteria other than price in the award process, in particular, the offeror's qualification, disadvantaged business status, and experience;

WHEREAS, on _____, 2023 the Authority issued Request for Proposal No. 23-06 (Interior Landscaping Maintenance at Independence Mall) ("RFP") to secure services for qualified Landscaping Services. The RFP is attached to this Agreement as Exhibit "B", and incorporated into this Agreement as if set forth fully herein;

WHEREAS, Company submitted an offer in response to the RFP, dated _____, 2023 (the "Response"). The Response is attached to this Agreement as Exhibit "C", and incorporated into this Agreement as if set forth fully herein;

WHEREAS, after due consideration and deliberation within the Authority, Company was selected to provide the Landscaping Services upon the successful negotiation of this Agreement and assent of the Authority's Board; and

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

1. SERVICES.

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

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

B. To coordinate the fulfillment of this Agreement with the Authority's Project Manager for the implementation of the Services. The Authority's Project Manager shall be Mike Brzycki who may be reached at 215-683-9970 or by e-mail at MBrzycki@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.

2. **TERM.** The Term of this Agreement shall commence on the date first written above and shall expire automatically and without notice one (1) year thereafter, unless terminated earlier pursuant to another section of this Agreement. This Agreement may be renewed, in the Authority's sole discretion, for four (4) one-year terms. The Authority shall provide written notice of its sole option to renew for each one-year term permitted by this Agreement on or before _____ of each year.

3. **CONSIDERATION AND PAYMENT.**

A. For the performance of Services described herein, the Authority shall pay the Contractor in accordance with the Section _____ in the Proposal ("Fixed Fee").

B. The Fixed Fee includes 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.

C. 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 the Authority's purchase of the Services without the advanced written approval of the Project Manager.

D. Company shall invoice the Authority monthly, using the applicable purchase order number supplied by the Authority via email to Mike Brzycki at MBrzycki@philapark.org, with a hard copy to *Accounts Payable* at the Authority address listed above. The Authority will not acknowledge invoices that are not submitted in accordance with the procedure outlined above.

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 shall 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, shall automatically terminate this Agreement, whereupon all liabilities or obligations for payment hereunder shall terminate as of the date of such termination.

6. TERMINATION FOR CONVENIENCE OF AUTHORITY. The Authority and Company agree that this Agreement may be terminated by the Authority with or without cause upon thirty (30) days' notice in writing by the Authority to Company. If the Agreement is terminated by the Authority, as provided herein, Company will be paid any compensation outstanding for the Services satisfactorily performed pursuant to Section 3 herein for the period prior to the date of termination. In such event, all memoranda, records, data, information and other documents prepared by Company shall become the property of the Authority and shall be forthwith delivered to the Authority. The payments to be made to Company hereunder are the Company's sole remedy and right with respect to termination under this paragraph.

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 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 shall continue as long as the Company has Requested Information in its possession.

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

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

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

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

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 shall 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 shall 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 shall have provided written notice to the other identifying a new address for notice. Notice to the Authority shall be labeled "c/o General Counsel". All notices shall 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 shall be responsible for, and shall indemnify, defend, and hold harmless the Authority and its Members, officers, employees, attorneys and agents (the "Indemnified Parties") from all claims, liabilities, damages, and costs including reasonable attorneys' fees, for bodily injury (including death and workers compensation claims) and damage to real or tangible personal property arising from or related to the negligence or other tortious acts, errors, and omissions of 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 shall 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, that is contained in this Agreement, shall be binding or valid. Any revisions, additions, and/or modifications of this Agreement must be set forth in writing and signed by all parties.

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 shall 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 shall be resolved by giving precedence in the following order: (1) the main body of this Agreement (not including Exhibits); (2) the Scope of Work (Exhibit “B”), and (3) 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 shall be at the Company’s own risk and expense.

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

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

Q. Insurance. Company agrees to provide appropriate insurances as required by the Authority, evidenced by the appropriate certificates of insurance, which shall be attached hereto and incorporated herein as Exhibit “D”.

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

S. 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 shall be the sole obligation of Company, and Company shall maintain current accounts as to the payment of such taxes and be liable over to the Authority for any taxes assessed against the Authority as a result of Company's performance under this Agreement.

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

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 shall remain valid and enforceable.

SIGNATURE PAGE TO FOLLOW

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

The Philadelphia Parking Authority

Attest: _____

By: _____

Print Name: _____

Print Title: _____

Witness: _____

Print Name: _____

Print Title: _____

Rich Lazer
Executive Director

APPROVED AS TO FORM

By: _____
Office of General Counsel

Company

By: _____

Print Name: _____

Print Title: _____

EXHIBIT "A"
Contractor Integrity Provisions

Philadelphia Parking Authority
CONTRACTOR INTEGRITY PROVISIONS

1. Definitions.

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

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

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

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

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

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

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

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

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

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

6. Contractor shall have no financial interest with or in any other contractor, subcontractor,

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

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

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

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

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

11. For violation of any of these Contractor Integrity Provisions the Authority may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete

performance under this contract, and debar and suspend Contractor from doing business with the Authority. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

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

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

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

EXHIBIT "B"
RFP

EXHIBIT “C”
Proposal

EXHIBIT "D"
Certificate of Insurance

Appendix C
Insurance Requirements

THE PHILADELPHIA PARKING AUTHORITY
RFP NO. 23-06 INTERIOR LANDSCAPING MAINTENANCE
AT INDEPENDENCE MALL GARAGE
INSURANCE REQUIREMENTS

Prior to commencement of the contract and until completion of your work, **Contractor** 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 #9.

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 #9.

4. Excess/Umbrella Liability Insurance with a minimum acceptable limit of coverage of \$1,000,000 per occurrence and aggregate. Such coverage shall be excess of the general liability insurance, business auto liability insurance, and employers liability as required by this contract. Owner must be named as additional insured as shown in requirement #9.

5. Pollution Liability: with minimum acceptable limits of \$1,000,000 per claim aggregate. Contractor shall provide and maintain Contractors Pollution Liability insurance effective (retroactively, if applicable) from the date of commencement of the Work. Coverage shall include but not limited to sudden and

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accidental pollutant events, non-owned disposal sites (NODS), claims resulting from pollution incidents that occur during transportation, and claims as described below. Owner must be named as additional insured as shown in requirement #9.

- a) The Pollution Liability insurance shall cover the liability of all Additional Insured entities on a primary and non-contributory basis and provide a Waiver of Subrogation in favor of the Owner/GC where permitted by law.
 - b) The Pollution Liability insurance shall include coverage for on-site and off-site bodily injury and property damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gas, waste materials or other irritants, contaminants or pollutants upon the land, the atmosphere or any water course or body of water, whether it be gradual or sudden and accidental, including no exclusion for mold, PCB's, lead or asbestos. The policy shall also include defense and clean-up costs.
 - c) Should any of the Work involve treatment, storage or disposal of hazardous wastes, Contractor shall furnish a certificate of insurance from the designated disposal facility establishing that the facility operator maintains current Environmental Liability insurance at limits required by Owner.
 - d) Contractor shall maintain Pollution Liability insurance on a continuous basis through the applicable statute of repose, following completion of the Work. If the controlling legal jurisdiction does not have any applicable statute of repose, the required coverage shall be maintained for the period of the applicable statute of limitations or for a period of seven (7) years, whichever duration is longest.
6. Contractor's Equipment: Insurance shall be maintained by Contractors protecting against loss of, or damage to, Contractor's owned, borrowed or rented equipment, tools, machinery, materials and supplies, including tools owned by Contractor's employees, as well as Contractor's work until final acceptance of the project.
7. Deductibles or Self-Insured Retention's: **Contractor** is responsible to pay any and all deductibles and/or self-insured retentions that may apply to the required insurance.
8. Financial Rating of Insurance Companies:
- a) A.M. Best Rating: A – (Excellent) or Higher
 - b) A.M. Best Financial Size Category: Class VII or Higher
9. The Philadelphia Parking Authority, The National Park Service, the City of Philadelphia, the Commonwealth of Pennsylvania, their respective agents, employees, representatives, officers and directors individually and collectively, shall be added as ADDITIONAL INSUREDS on the policies as noted above. **Contractor'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 **Contractor'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.

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10. Waiver of Rights of Recovery and Waiver of Rights of Subrogation:
 - a) **Contractor** 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 **Contractor** pursuant to this Contract.
 - b) **Contractor** 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 **Contractor** 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.
11. 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 **Contractor**.
12. 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 statue shall be its own responsibility and at its own expense.
13. The carrying of insurance shall in no way be interpreted as relieving **Contractor** of any responsibility or liability under the contract.
14. Prior to the commencement of work or use of premises, **Contractor** 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 **Contractor** 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 **Contractor** 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.
15. Failure of **Contractor** to obtain and maintain the required insurance shall constitute a breach of contract and **Contractor** 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 **Contractor** with a written waiver of the specific insurance requirement.
16. None of the requirements contained herein as to the types, limits, or PPA's approval of insurance coverage to be maintained by **Contractor** are intended to and shall not in any manner, limit, qualify, or quantify the liabilities and obligations assumed by **Contractor** under the Contract Documents, any other agreement with the PPA, or otherwise provided by law.
17. If work involves subcontractors, **Contractor** shall require all subcontractors (of every tier) to meet the same insurance criteria as required of **Contractor**. The subcontractor's insurance

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must name the PPA as additional insured. **Contractor** shall maintain each subcontract's certificate of insurance on file and provide such information to the PPA for review upon request.

18. Failure of **Contractor** to provide insurance as herein required or failure of PPA to require evidence of insurance or to notify **Contractor** of any breach by **Contractor** 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 **Contractor** 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 **Contractor** and independent of the duty to furnish a copy or certificate of such insurance policies.