

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

RFP No. 26-16

**Consultant Services to Develop a Succession Planning Program
Addendum Two**

To: See Email Distribution List

From: Shannon Stewart
Manager of Contract Administration

Date: October 2, 2026

No Pages: 17 plus Appendix A and B

This addendum is issued on October 2, 2026, prior to the proposal due date to add, delete, modify, clarify and/or to respond to questions submitted by eligible Offerors regarding the work included in the above referenced solicitation.

CHANGES TO RFP DOCUMENT

1. **Appendix B - Sample Contract:** The sample contract has been revised to include section 6.1. See Appendix A of this addendum.
2. **Appendix C – Insurance Requirements:** The Insurance Requirements have been revised. See Appendix B of this addendum.

QUESTIONS

1. **Question:** How do we obtain a license to do business in the Commonwealth of Pennsylvania?

Response: Offerors must register to do business in the Commonwealth of Pennsylvania with the Pennsylvania Department of State, Bureau of Corporations and Charitable Organizations. Upon registration, the Offeror will receive an Entity Number, which must be provided with the proposal as required under Section II-10, Authorization to do Business.

<https://www.pa.gov/services/dos/register-a-business>

2. **Question:** Do we have to have the Pennsylvania registration to do business in the Commonwealth of Pennsylvania before we submit, or are we allowed to have that done after submitting?

Response: Offerors must be registered and include their Entity Number in their proposal.

3. **Question:** Regarding Tab F, Evidence of Insurance, if an Offeror requests a waiver or relief from any required insurance coverage and the Authority approves the request through an addendum, should the Offeror include the approved waiver/addendum documentation in Tab F with its proposal?

Response: Offerors do not need to include separate waiver documentation in Tab F but must acknowledge any addenda issued in section 3 of the Proposal Form. If a requested waiver is granted, it will be granted via addendum.

4. **Question:** Part II-3 Qualification and Experience requires Offerors to demonstrate five years of relevant experience in the public sector and succession planning. Can the required five years of experience be satisfied through the experience of subcontractors, partners, or other members of the proposed team, or must the experience be demonstrated solely by the Offeror submitting the proposal?

Response: The Offeror must have at least 5 years of relevant experience.

5. **Question:** The RFP requires five years of relevant experience and similar public-sector succession-planning engagements. If an Offeror proposes a team that includes named subcontractors or a joint-venture partner, will the Authority consider the combined experience and references of that team in satisfying those requirements?

Response: See response to Question 4.

6. **Question:** Section II-3 requires Offerors to have a minimum of five (5) years of experience providing the consultant services described in the Work Statement. May an Offeror satisfy this requirement through the relevant professional experience of its principal/owner and proposed key personnel, including qualifying experience obtained prior to formation of the Offeror's current business entity?

Response: See response to Question 4.

7. **Question:** May the relevant experience and qualifications of an identified subcontractor or subject matter expert assigned to the project be considered in determining whether an Offeror satisfies the minimum experience and qualification requirements in Section II-3?

Response: See response to Question 4.

8. **Question:** Has the Authority established an anticipated budget range or not to exceed amount for this engagement?

Response: The Authority does not release this information during stages of an RFP process.

9. **Question:** Does the Authority have an anticipated budget range or not-to-exceed amount to help offerors appropriately scope and price their proposals?

Response: See response to Question 8.

10. **Question:** Does PPA have a ballpark budget range that they are hoping to keep this work within?

Response: See response to Question 8.

11. **Question:** Is there a budgeted range or not-to-exceed figure for Year One services that the Authority is able to share, to help Offerors calibrate the scope and staffing level of their proposal?

Response: See response to Question 8.

12. **Question:** Has the Authority established an anticipated budget range or not-to-exceed amount for the initial organizational assessment and succession-planning Services? If so, please provide the anticipated range to assist Offerors in developing responsive milestone-based pricing.

Response: See response to Question 8.

13. **Question:** Approximately how many employees or leadership positions or critical roles does the Authority anticipate being included in the planning engagement, or is this enterprise wide? Is this just executive, director, or other critical positions?

Response: The Authority is seeking a framework that could potentially be applied across the board, with slight modification depending upon the roles. There are approximately 1,250 employees, with 23 leadership positions at Director level and above, as of September 25, 2026.

14. Question: Approximately how many employees, leadership positions and critical roles does the Authority anticipate being included in the succession-planning engagement, and is the intent enterprise-wide or focused primarily on executive, director and other critical positions?

Response: See response to Question 13.

15. Question: To support development of an appropriate methodology, staffing plan, project schedule, and milestone pricing, please provide the approximate number of Authority employees and departments/divisions expected to be included in the organizational assessment. If available, please also provide the approximate number of leadership or mission-critical positions anticipated to be evaluated.

Response: See response to Question 13.

16. Question: With respect to Sections §I-3, §I-4; Part IV (IV-1, IV-2), will the Authority's anticipated addendum clarify whether the succession plan is intended to cover enterprise-wide positions, executive/senior leadership only, or a defined tier of critical positions? If a list of critical/key positions has already been identified internally, can the Authority share it to inform Offerors' approach and pricing?

Response: See response to Question 13.

17. Question: With respect to Part IV-2 (Work Statement - Specific), will the scope of the Org Assessment include all PPA's departments and divisions? If so, can you provide insight into that count and the number of leadership tiers? If not, please specify the scope intended?

Response: See response to Question 13.

18. Question: If an Offeror decides to participate as a subcontractor for one of the companies submitting a proposal, is the Offeror still required to submit the Proposal Decline Form stating that it will not pursue the contract as a prime contractor?

Response: No.

19. Question: For the signature pages, which tab should they be included in? Should they be included in Tab J, or is there a specific tab designated for the signature pages?

Response: The signature pages must be included in Tab D – Proposal Form, Cost Form, and Sample Project Schedule.

20. Question: How much work is expected to be done onsite?

Response: Offerors must identify the amount of work they anticipate will be performed onsite.

21. Question: How much onsite presence do you expect?

Response: See response to Question 20.

22. Question: Section II-5 requires the sample project schedule to identify when the Consultant will be onsite. Does the Authority have a minimum or preferred cadence for onsite presence throughout the engagement?

Response: See response to Question 20.

23. Question: What completion timeframe does the Authority envision for the base scope?

Response: The Authority anticipates this project being completed within 6 months - 8 months.

24. Question: Beyond development of the succession-planning framework, what level of implementation does the Authority expect from the consultant; for example competency development, leadership assessments, talent identification, readiness evaluations, development plans, coaching or leadership development?

Response: Based on the framework developed through this engagement, the Authority may, at its sole discretion, determine that this effort constitutes Additional Work under Section IV-2.C.

25. Question: What is the primary problem/challenge PPA is hoping to resolve through this project - retirement, turnover, siloing, employee burnout, etc.?

Response: There is no identified primary problem or challenge. Rather, the Authority has not previously established a formal framework and is seeking to develop one to address factors such as these.

26. Question: The scope asks for a succession planning framework. Can PPA clarify if they want just the framework/process or for our team to conduct succession planning for the critical leadership roles?

Response: The purpose of this RFP is to establish the framework/process.

27. Question: Given that PPA has over 1,000 employees, has PPA already identified the number of roles that they consider to be critical leadership?

Response: See response to Question 13.

28. Question: Does PPA want peer benchmarking to inform the organizational structure or workforce capacity discussion?

Response: The Authority anticipates that prospective Offerors will provide what they believe is best as it relates to building the framework.

29. Question: Does PPA want recommendations for the organizational structure only, or is PPA also interested in staffing level assessment?

Response: Depending on the work performed under Section IV-2.A of the Work Statement, any recommendation regarding a staffing level assessment, if deemed warranted, would fall under Section IV-2.C of the Work Statement.

30. Question: Related: When PPA references workforce capacity, do they expect an assessment of overall staffing levels and allocation by function, or primarily an assessment of whether the organization has the leadership pipeline necessary to sustain operations?

Response: It is anticipated that the framework developed will provide the Authority with the tools, information, and decision-making criteria necessary to make informed staffing and organizational decisions, including conducting the organizational assessment identified in Section IV-2.A of the Work Statement.

31. Question: Can you confirm the anticipated number and titles of key/critical positions to be included in the succession planning scope (e.g., executive team only, or extending to department directors/managers)?

Response: See response to Question 13.

32. Question: Does the Authority have an existing competency model, leadership framework, or HR information system (HRIS) that the Consultant should integrate with, or is this a build-from-scratch engagement?

Response: No. This is a build-from-scratch engagement.

33. Question: Is there a target completion date or preferred project duration for this engagement?

Response: See response to Question 23.

34. Question: Can the Authority provide examples of the number/types of milestones it expects to see structured into the cost proposal (e.g., assessment, framework design, implementation plan, final report)?

Response: Please see II-5 of the RFP document. Offerors must provide a comprehensive pricing proposal that clearly identifies all milestone tasks and associated costs to be paid when each milestone task and deliverables are completed. Offerors must also submit a sample project schedule that identifies the specific deliverables to

be submitted to the Authority for review and acceptance prior to the submission of any invoice for milestone payments.

35. Question: Is this initiative driven by an anticipated wave of retirements, recent leadership turnover, or a broader strategic planning effort? Understanding the catalyst would help us tailor our approach.

Response: See response to Question 25.

36. Question: Are any of the positions in scope for succession planning covered by collective bargaining agreements, and if so, are there constraints we should factor into our approach?

Response: No.

37. Question: Does the target population include both union and non-union roles?

Response: See response to Question 36.

38. Question: If union roles are included what requirements do we have to gather union input and approval?

Response: See response to Question 36.

39. Question: Is there a preference for firms with unionized organization experience?

Response: No.

40. Question: Please indicate the size of the organization/overall number of employees as well as the number of leaders?

Response: See response to Question 13.

41. Question: What existing information will be available to the selected consultant, (i.e. organizational charts, job descriptions, workforce and retirement-eligibility data, performance information, previous assessments and strategic plans) and what internal HR or leadership resources will support the project?

Response: The Authority will share existing documents upon request to the selected Offeror after contract award.

42. Question: Can we have a copy of the org chart, along with the number and names of departments?

Response: See response to Question 41.

43. Question: Please share the job title hierarchy, the overall number of job titles, both individual and multi-incumbent roles?

Response: See response to Question 41.

44. Question: How broadly does PPA expect the organizational assessment to extend across the Authority?

Response: See response to Question 13.

45. Question: What employee populations and organizational levels does PPA expect the succession-planning program to cover?

Response: See response to Question 13.

46. Question: Will the Board or its HR committee have any formal role in reviewing or approving the work?

Response: Yes.

47. Question: What prompted the need?

Response: See response to Question 25.

48. Question: Who is the internal sponsor of this work?

Response: The Authority's Board and Executive Team.

49. Question: Who are the key decision makers?

Response: See response to Question 48.

50. Question: Are there other HR initiatives (such as job classification etc.) or Organizational plans that will have a direct impact on this effort? If so, will we be given access to this information?

Response: No.

51. Question: What specific outcomes or measures do you expect to use to determine whether the program has been successful?

Response: The Authority anticipates that prospective Offerors will help inform these decisions as part of the build-from-scratch framework. While specific outcomes will be shaped through this process, the Authority expects to see demonstrated pipeline strength and readiness, efficient execution of the framework, successful candidate placement, and continuity of service throughout the engagement.

52. Question: Are there known organizational changes, restructurings, expansions, contractions, technology changes, or operating-model changes that the consultant should factor into the work?

Response: No.

53. Question: Is the consultant expected to evaluate the effectiveness of the current organizational structure itself, or simply understand it as context for succession planning? What is the expected level of depth for the review?

Response: The Offeror should understand the organization as a context for succession planning. Also, please refer to IV-2C of the Work Statement.

54. Question: Should the framework identify named individual successors, or only establish processes, talent pools, and readiness criteria?

Response: See response to Question 26.

55. Question: Is the proposal to develop the framework only or will it include implementation?

Response: See response to Question 26.

56. Question: Please let us know the population for the succession planning?

Response: See response to Question 13.

57. Question: Do you have a target for the # of key positions to be identified?

Response: See response to Question 13.

58. Question: Does a list of key positions already exist, or is this a new effort?

Response: See response to Question 13.

59. Question: What is the target population for the organizational assessment?

Response: See response to Question 13.

60. Question: Who, internally, will be responsible for the implementation?

Response: Executive Leadership, HR Director or HR Committee.

61. Question: Do you have a timeframe in which you want this work completed?

Response: See response to Question 23.

62. Question: Are there interim dates by which you need particular deliverables?

Response: No.

63. Question: Are you interested only in management succession, or also in difficult-to-replace technical and operational positions?

Response: See response to Question 13.

64. Question: Does PPA expect the consultant to facilitate working sessions in which leadership collectively identifies critical roles and successors? Does PPA expect the consultant to facilitate talent-review or calibration sessions with executive leadership?

Response: No.

65. Question: What stakeholder groups does PPA believe will require particular attention?

Response: None.

66. Question: Should the consultant recommend external recruiting strategies where internal pipelines are insufficient?

Response: Please refer to the Work Statement.

67. Question: Does PPA expect individual development plans for potential successors? If so, for approximately how many employees?

Response: See response to Question 13.

68. Question: What does PPA mean by “leadership development” in the requested approach?

Response: As it relates to succession planning and the approach to measuring success of the framework, e.g. readiness pipeline.

69. Question: Is the consultant expected only to recommend development strategies, or actually design and deliver development programming?

Response: See response to Question 26.

70. Question: What change-management activities does PPA expect the consultant to perform?

Response: The Authority anticipates that prospective Offerors will help inform these decisions through the development of a build-from-scratch framework. If the Authority determines that consultant support is needed to perform these or related activities, such work would fall under Section IV-2.C of the Work Statement as Additional Work.

71. Question: What does PPA mean by “communication planning” in this scope?

Response: See response to Question 68.

72. Question: Are change management support, communication planning, or rollout facilitation (mentioned in Section II-6, Offeror's Approach) expected as deliverables in Year One, or are they discretionary value-adds that Offerors should propose separately for Year Two and Year Three?

Response: See response to Question 24.

73. Question: Do you have a current talent assessment process?

Response: Yes, as required by the Authority's Talent Acquisition Policy. This information will be provided to the selected Offeror upon engagement.

74. Question: Have you done succession planning in the past? If so, please describe the process and the pros and cons.

Response: No.

75. Question: Do you currently have a process for identifying high potential staff? Please describe the process and the pros and cons.

Response: No.

76. Question: Have you conducted organizational assessments in the past? Please describe the process and the pros and cons.

Response: No.

77. Question: What is your current process for leadership development? Please describe the process and the pros and cons.

Response: None.

78. Question: What has been your approach to executive-level staffing in the past? Please describe the process and the pros and cons.

Response: No framework exists.

79. Question: Do you have established criteria for promotions?

Response: See response to Question 73.

80. Question: Do you currently have an established leadership competency model? If so, will it be provided to the selected consultant? If no current model exists, does PPA expect the consultant to develop one as part of this engagement?

Response: No.

81. Question: Does the small and diverse business credential from NJ impact the evaluation criteria?

Response: No, Offerors must be certified as a Small or Small Diverse business by the Pennsylvania Department of General Services to meet the evaluation criteria in Part III of the RFP document.

82. Question: If our relevant experience was longer than 3 years ago, does that exclude us?

Response: No.

83. Question: Is there a preference for firms with specific transportation-authority experience versus broader governmental/complex organization experience?

Response: No.

84. Question: What specific outcomes will define success for the succession planning program at its conclusion, beyond the delivery of a framework document (e.g., filled leadership pipeline metrics, reduced time-to-fill for key roles, improved internal promotion rates)?

Response: See response to Question 51.

85. Question: What prompted the Authority to pursue this initiative now? Is it connected to known or anticipated departures (e.g., retirement eligibility among senior leaders), a Board directive, an internal audit finding, a strategic planning cycle, or another driver?

Response: See response to Question 25.

86. Question: Has the Authority previously attempted succession planning, workforce planning, or leadership development work, formally or informally? If so, what worked, what did not, and what should this engagement do differently?

Response: No.

87. Question: How does this initiative connect to any broader strategic plan, workforce plan, or organizational transformation effort currently underway at the Authority?

Response: This is a new initiative.

88. Question: Is the Authority seeking a succession plan focused primarily on emergency/interim coverage (readiness for sudden departure), long-term development (multi-year bench-building), or both?

Response: See response to Question 25.

89. Question: The Work Statement identifies two core services: Organizational Assessment and Succession Planning framework development. Should the Authority's evaluation of proposals assume these are sequential phases, concurrent workstreams, or an integrated single engagement?

Response: These services are not intended as standalone tasks but as components of a single, integrated engagement.

90. Question: Should the Organizational Assessment (Section IV-2.A) include a review of current job descriptions, reporting structures, and span of control, or is it intended to focus narrowly on succession-critical roles and readiness?

Response: The Authority anticipates that prospective Offerors will help inform these decisions through the development of a build-from-scratch framework.

91. Question: Does the Authority expect the deliverable to be a succession planning framework and methodology (a repeatable process the Authority can run internally in future years), a fully populated succession plan naming specific successors and readiness levels for specific roles, or both?

Response: The Authority expects the deliverable to be a framework and methodology that can run internally in future years.

92. Question: Should the engagement include individual development plans for identified successors, or is development planning considered Additional Work outside this year's scope?

Response: No; however, if the Authority determines that development planning support is needed or related activities, such work would fall under Section IV-2.C of the Work Statement as Additional Work.

93. Question: Should the proposal address only internal succession pathways, or should it also address the Authority's approach to external executive recruitment where no ready internal successor exists?

Response: See response to Question 90.

94. Question: What is the total employee population of the Authority, and what is the size of the leadership population to be covered by this engagement (e.g., executive team, department heads, division directors, all people managers)?

Response: See response to Question 13.

95. Question: How many distinct roles or positions will be in scope for succession planning, and how were they identified as critical (e.g., statutory/board-appointed roles, revenue-critical functions, single points of failure)?

Response: See response to Question 13.

96. Question: Can the Authority share a current organizational chart, including reporting lines for the Executive Director, deputy/assistant executive directors, and division heads, in advance of proposal submission or during the question period?

Response: See response to Question 41.

97. Question: Are there individuals whose continuity or advancement is effectively guaranteed for reasons outside merit-based criteria (tenure, political relationships, union protections), regardless of what an objective assessment shows? This needs to be understood before an assessment methodology is designed, since its credibility depends on being seen as objective.

Response: No.

98. Question: Are there specific business units, departments, or facilities (e.g., On-Street, Airport, Off-Street/Center City garages, Red Light/Speed Camera program, Taxicab/Limousine/TNC regulation) that the Authority considers higher-priority for this first phase?

Response: No.

99. Question: Does the Authority have an existing leadership competency model, values framework, or success profile in use today? If so, can it be shared, and should the engagement build on it or evaluate whether it should be replaced?

Response: No.

100. Question: Does the Authority have current, reliable job descriptions and organizational data for the roles in scope today, or should the consultant assume this documentation may need to be built as a prerequisite to assessment rather than assumed as a starting point?

Response: Yes. This information will be shared with the consultant upon engagement and is intended to serve as a starting point for the development of the framework and related recommendations.

101. Question: Has the Authority conducted prior leadership assessments (psychometric, 360-degree, simulation-based, or otherwise) for any part of the leadership population? If so, which tools were used, when, and would the Authority want continuity with those tools or a fresh approach?

Response: No.

102. Question: Is there an existing performance management or talent review process in place today (e.g., annual calibration, 9-box talent reviews) that a succession planning process should integrate with, rather than duplicate?

Response: No.

103. Question: Does the Authority currently use, or have a relationship with, any specific assessment vendor or platform (e.g., Hogan, Korn Ferry, DDI, SHL) that should be factored into tool recommendations, or is the Authority open to consultant-recommended tools?

Response: No.

104. Question: Is the use of standardized psychometric or personality-based assessment instruments (e.g., Hogan, cognitive ability testing) acceptable to the Authority, or are any categories of assessment out of bounds for legal, union, or cultural reasons?

Response: The use of these tools are not applicable for this engagement.

105. Question: Does the Authority have any existing policies, past grievances, or union agreements that restrict the use of testing or assessment tools for internal promotion or succession decisions?

Response: No.

106. Question: Who will serve as the primary point of contact and project sponsor for day-to-day engagement management once a contract is awarded?

Response: Please see section 2.1 of Appendix A – Sample Contract of this addendum.

107. Question: Who at the Authority has the authority to approve a change in scope, timeline, or cost once the contract is executed?

Response: Please see section 7 of Appendix A – Sample Contract of this addendum.

108. Question: Will the Executive Director and senior leadership commit personal calendar time to interviews, working sessions, and validation checkpoints, or is day-to-day participation expected to be delegated to HR or staff-level proxies?

Response: Yes.

109. Question: Is there a named executive sponsor who will personally champion this initiative internally between contract award and kickoff, including with the leaders whose succession is under discussion?

Response: Yes, the Senior Director of HR.

110. Question: Will there be a steering committee or working group overseeing this engagement? If so, who will sit on it (e.g., CHRO, Executive Director, Board representation, department heads), and how frequently is that group expected to meet?

Response: Yes, the Executive Leadership Team. It is not yet known how frequently the team will meet to discuss this, but that will be developed as part of the prospective Offeror's plan.

111. Question: Beyond the Evaluation Committee referenced in Part III of the RFP, who are the ultimate decision-makers on succession recommendations: the Executive Director, the Board, a specific Board committee, or a combination?

Response: Executive Director and the Board.

112. Question: Will the Board of Directors or Board President expect direct briefings during the engagement (e.g., at defined milestones), or only a final presentation of the completed plan?

Response: Yes.

113. Question: Should Offerors assume the CHRO (or equivalent HR leadership role) will serve as the primary business owner of the succession plan post-engagement, and if so, what is that function's current capacity to sustain the process going forward?

Response: Yes. The Authority does not consider current capacity to be relevant to this engagement, as it is anticipated that the framework developed will enable future planning and inform resource and staffing decisions.

114. Question: Are there other departments (e.g., Legal, Finance/Procurement, Communications) that will need to be consulted or that have approval authority over specific deliverables (e.g., Legal review of assessment instruments for compliance)?

Response: No.

115. Question: The Authority has indicated it wants consultants to recommend the appropriate mix of in-person, virtual, and hybrid delivery. To inform that recommendation: how many total employees and executives are located at 701 Market Street versus other Authority facilities (airport, garages, lots, field operations) and within the scope of this work?

Response: The Executive Committee for this engagement is solely located at the Authority's 701 Market Street location.

116. Question: Are there specific milestones or activities (e.g., executive interviews, Board presentations, leadership workshops) that the Authority already expects to be conducted in person regardless of the consultant's overall format recommendation?

Response: No.

- 117. Question:** What in-person meeting space, technology, and scheduling support can the Authority make available at 701 Market Street for workshops, interviews, or working sessions?

Response: There is ample meeting space available with supporting technology.

- 118. Question:** Are there seasonal, budget-cycle, or operational constraints (e.g., peak parking season, Board meeting calendar, fiscal year-end) that should shape when on-site work is scheduled?

Response: No.

- 119. Question:** Are there internal events (Board meetings, leadership offsites, budget planning cycles) that the Authority would like specific deliverables timed around?

Response: No.

- 120. Question:** Does the Authority have a policy governing consultant use of artificial intelligence tools (e.g., for synthesizing interview notes, note-taking during meetings, drafting reports, or analyzing assessment data)?

Response: See section 6.1 of Appendix A of this addendum for the revised Sample Contract.

- 121. Question:** Are there restrictions on where Authority data (organizational, personnel, or assessment data) may be processed or stored, including any prohibition on transmitting data to third-party or cloud-based AI systems?

Response: Yes.

- 122. Question:** Does the Authority have a preferred or required technology platform for hosting the succession plan, talent data, or reporting dashboards going forward (e.g., an existing HRIS module), or should the consultant propose a standalone tool or template-based deliverable?

Response: Yes, however, the consultant may propose a standalone tool or template-based deliverable.

- 123. Question:** Are there existing data privacy, records retention, or Right-to-Know Law (65 P.S. §§ 67.101 et seq.) considerations that should shape how assessment results and succession plan content are documented and stored, given that Authority records may be subject to public disclosure?

Response: The documents should be stored in a secure electronic format and have the ability to be converted into PDF.

- 124. Question:** Milestone payments are tied to Authority approval, but approval criteria are not defined in the RFP. What does the Authority consider a complete and accepted Year One deliverable, in writing, prior to final milestone payment? Does the Authority have a preferred number or cadence of milestones, or should Offerors propose a schedule based on their standard methodology?

Response: Offerors should refer to their standard methodology.

- 125. Question:** Is there a single approver for deliverable sign-off, or does acceptance require consensus across the CHRO, Executive Director, and Board? Multi-party sign-off without a designated tie-breaker is a common source of delay and rework on engagements of this kind.

Response: Board and Executive Director.

- 126. Question:** What is the Authority's preferred method and frequency of project communication with the consultant team (e.g., weekly status calls, written status reports, a shared project tracker)?

Response: This will be determined at the time of engagement.

- 127. Question:** Should periodic reporting be addressed to the CHRO/project sponsor only, or does the Authority expect the consultant to prepare materials suitable for direct presentation to the Executive Director and/or Board?

Response: Periodic reporting should be presented to the Senior Director of Human Resources.

- 128. Question:** Does the Authority currently anticipate specific priorities for Years Two and Three (e.g., expanding succession planning to a broader population, building leadership development programming for identified successors, embedding the framework into annual HR processes), or is that determination expected to emerge from Year One findings?

Response: No specific priorities have been identified.

- 129. Question:** Would the Authority find it useful for the Year One proposal to include an illustrative two-year roadmap of recommended follow-on work (e.g., leadership development curriculum, expanded assessment center for a wider population, annual talent review facilitation), priced separately from the core Year One scope, per Tab J (Additional Information)?

Response: Offerors should present their proposals in alignment with the Work Statement.

- 130. Question:** Milestone payments must be fully inclusive of travel and other expenses. Can the Authority confirm whether any categories of cost (e.g., third-party assessment licensing fees, printing of physical materials) may be treated as pass-through/reimbursable rather than required to be embedded in milestone pricing?

Response: Each milestone payment must be fully inclusive of all labor, materials, meetings, assessments, reports, presentations, travel, administrative costs, and any other expenses necessary to complete the applicable milestone of the project. No milestone payment will be invoiced until all associated services and deliverables for that milestone have been completed and approved by the Authority.

- 131. Question:** Given the sample contract's insurance requirements (Appendix C), is the Authority open to considering requested modifications submitted with the proposal (Tab G), and is there a specific point of contact for insurance-related questions separate from scope questions?

Response: As stated in sections I-10 and II-7 of the RFP document, insurance requirements will not be negotiated after the proposal due date. Any requests for waivers or relief for any coverages required, must be submitted during the question period and allow the Authority to respond via addendum.

- 132. Question:** Is there a target date by which the Authority needs the contract fully executed (Board vote and Executive Director signature), whether tied to a fiscal year, budget appropriation, or operational need, beyond the 90-day window referenced in the Proposal Form?

Response: No.

- 133. Question:** The RFP does not specify a target start date or duration for Year One services. When does the Authority anticipate the contract will be executed following Board award, and when would it like work to begin?

Response: Once the Board approves the contract, the contract is then signed by the Executive Director. The Authority anticipates work will begin in January 2027.

- 134. Question:** Is there a target completion date for the Year One deliverables (e.g., tied to a fiscal year, budget cycle, or Board reporting requirement)?

Response: Not at this time.

- 135. Question:** If contract negotiation extends past the 90-day window referenced in the Proposal Form, does the Authority have a standard practice for keeping the selected Offeror's pricing and terms firm during that extended period, or would repricing be permitted?

Response: In the event the Authority requires additional time beyond the 90-day timeframe listed in the RFP document, Offerors will be notified of such and will be asked to hold their pricing for an additional timeframe.

136. Question: Beyond the Additional Work provision tied to contract extensions in Years Two and Three, what is the Authority's expected process for handling smaller-scale, in-flight requests that fall outside the agreed Year One milestones (e.g., an additional stakeholder interview round, an unplanned Board briefing, expansion of the population under review)? Is there a formal change-order process, or would this be handled through an informal written agreement between the project sponsor and consultant?

Response: To be determined should additional work be deemed necessary as part of this engagement.

137. Question: If the consultant identifies a need during the engagement that was not anticipated in the original scope but is necessary to deliver a sound succession plan (for example, discovering that job documentation for critical roles does not exist and must be created first), what is the expected process for raising that finding, and how quickly can the Authority typically respond to a proposed scope adjustment?

Response: Please see IV-2.C. of the RFP document. The Authority's project manager will provide a response timeframe once the necessity for Additional Work has been communicated to the Authority.

138. Question: Should proposal include a defined change-order rate card or process (distinct from the Additional Work hourly rates requested for contract extensions) to handle smaller in-year adjustments, so that both parties have an agreed mechanism rather than negotiating terms mid-engagement?

Response: Costs will not be negotiated during the contract. Offerors should propose the hourly rates for Key Personnel for each term of the contract.

139. Question: How should potential delays or scope changes originating on the Authority's side (for example, delayed access to stakeholders, data, or facilities) be documented and addressed with respect to the project schedule and milestone payment timing?

Response: This process will be outlined with the selected Offeror after contract award.

140. Question: Does the Authority currently maintain organizational charts, current job descriptions, leadership competency models or competency frameworks, workforce planning data, retirement/attrition information, or other existing materials that will be made available to the selected Consultant for purposes of the organizational assessment and succession-planning engagement?

Response: See response to Question 41.

141. Question: Does the Authority expect the selected Consultant to conduct specific assessment or engagement activities such as executive interviews, employee or leadership surveys, focus groups, stakeholder sessions, competency assessments, or document reviews? If so, please identify any minimum expected activities or participant groups.

Response: No. Unless Additional Work is deemed necessary as part of Section IV-2.C of the Work Statement.

142. Question: Does the Authority have a target start date, desired completion date, or anticipated duration for completion of the initial organizational assessment and Succession Plan framework?

Response: No.

143. Question: Following development of the Succession Plan framework, does the Authority expect the initial scope of Services to include leadership development or training activities, such as leadership workshops, successor-readiness development, manager training, or implementation support? If so, please clarify the anticipated level of effort and intended audience.

Response: See response to Question 141.

144. Question: Please clarify whether the requested Succession Plan framework is expected to identify or recommend specific individual employees as potential successors for critical positions, or whether the Authority is seeking an

organizational framework and process that establishes competency/readiness criteria, development strategies, knowledge-transfer practices, and an implementation roadmap without naming individual successors.

Response: See response to Question 26.

- 145. Question:** Should Offerors include a copy of all issued addenda with their proposal, and if so, are signatures or acknowledgments required for each addendum?

Response: Offerors must acknowledge receipt of any addenda in section 3 of their Proposal Form.

- 146. Question:** With respect to Sections §I-3, §I-4, Can the Authority provide an anticipated date for issuance of the written addendum(s)?

Response: The Authority may release addenda up to seven days prior to the proposal due date.

- 147. Question:** With respect to Part IV-2 (Work Statement - Specific), will the Authority provide access to HR data (org charts, job descriptions, tenure/retirement data, performance data) at the outset?

Response: See response to Question 41.

- 148. Question:** Does the Offeror need to obtain a Tax Clearance Certificate in addition to maintaining a valid Pennsylvania license in good standing for its LLC or organization and a Pennsylvania Commercial Activity License?

Response: No.

- 149. Question:** On Page 1 of Appendix B, Sample Contract, under “Contract for Consulting Services,” the business address section lists “PA.” Our business is located in New Jersey. Is this a problem, or should the business address be listed as New Jersey?

Response: No, this does not need to be submitted as a requested change. The business address will be updated to reflect the Offeror’s actual business address.

- 150. Question:** Is the Authority open to Additional Work being scoped as a distinct statement of work each year, or would it prefer a pre-negotiated menu of services and rates established in the original contract that can be activated as needed?

Response: Offerors may identify rates for additional related work that may be assigned by the Authority. All costs associated with the Offeror’s proposed approach must be identified in their Proposal as required in II-5 of the RFP document. Any costs associated with Additional Information must be included in the proposal. Costs will not be negotiated during the contract term.

- 151. Question:** If Legal counsel identifies terms in the sample contract (Appendix B) or Contractor Integrity Provisions that require negotiation beyond minor language changes, is there a mechanism for direct dialogue between the Authority's Legal/Procurement counsel and the Offeror's counsel, or does all communication continue to route solely through the Manager of Contract Administration per the Restriction of Contact provision (Section I-5)?

Response: No. Identify the provision that is an issue and propose alternative preferred language. The changes may be negotiated after selection but will be considered during scoring. Only requested changes or redlines listed in the proposal will be considered during contract negotiations.

- 152. Question:** What is the Authority's process and typical timeframe for resolving contract exceptions or redlines noted in Tab G? Is there a defined negotiation period, a single point of contact for legal terms, or an expectation that all issues be resolved before the matter goes to the Board for a vote?

Response: See response to Question 151. To the extent contract negotiations are required subsequent to initial selection, the point of contact will be the Authority's Legal Department.

153. Question: With respect to Appendix B §4(a); §II-5 (Tab D); Proposal Form ¶14, the sample contract (Appendix B, Section 4.a) leaves the anticipated engagement duration blank. Should Offerors propose their own recommended timeline in the Sample Project Schedule (Tab D), or does the Authority have an internal target duration in mind?

Response: No. That provision will simply mirror timelines in the proposal as accepted by the Authority.

154. Question: Can the workers' compensation requirement be waived?

Response: No.

155. Question: Appendix C requires Workers' Compensation and Employers Liability coverage. For an Offeror that does not have employees assigned to the engagement and whose services would be performed by the firm's principal and/or independent professional consultants, will the Authority waive the Workers' Compensation and Employers Liability requirements? If a complete waiver is not available, please identify any reduced or alternative coverage the Authority would accept for this professional consulting engagement.

Response: Workers' Compensation and Employers' Liability is not waived. Professional Liability has been reduced. See Appendix B, Section 2 of this addendum.

156. Question: Appendix C requires Professional (E&O) Liability coverage with limits of \$1,000,000 per claim and \$1,000,000 aggregate. Would the Authority consider a reduced Professional Liability limit for this engagement? If not, please confirm that an Offeror that does not currently maintain the required Professional Liability coverage may satisfy the proposal-stage requirement by submitting a letter from its insurance carrier confirming that the required coverage will be provided if the Offeror is awarded a contract, consistent with Section II-7.

Response: Yes. See Appendix B, Section 2 of this addendum. Confirmation from the carrier of the Offeror's ability to procure insurance upon award of the contract is sufficient during the RFP process.

157. Question: Please confirm whether Commercial General Liability insurance is required for this engagement in addition to the coverages expressly identified in Appendix C. If General Liability is required, please identify the minimum limits. Please also clarify which required policy or policies must name the Philadelphia Parking Authority and applicable parties as Additional Insureds and provide primary and non-contributory coverage and waiver of subrogation.

Response: General Liability is not required for this engagement. The coverages outlined in the RFP do not require the Authority to be listed as an additional insured. See Appendix B section 4 of this addendum.

158. Question: With respect to Appendix C, would the Authority agree that where an insurer does not have an A.M. Best Rating of "A-: Class VII" or better, a rating agency's equivalent rating would satisfy this requirement?

Response: Yes.

159. Question: With respect to Appendix C, would the Authority agree to accept industry-standard ACORD Certificates of Insurance as evidence of the required coverage?

Response: Yes, Offerors must submit a sample Certificate of Insurance from a recent project that meets the requirements or a letter from your insurance company indicating that they will provide the required insurances as outlined in this RFP if awarded a contract.

160. Question: Would the Authority agree to revise Appendix C to consistently use "included" (rather than "named") when referring to the Authority's and other insureds' status as additional insureds?

Response: No.

161. Question: Would the Authority agree to modify Appendix C, Section 4, so that thirty (30) days' written notice is required only for cancellation, non-renewal, or a material change that is *adverse* to the Authority, rather than any material change regardless of its effect?

Response: Yes. See Appendix B, Section 4 of this addendum.

- 162. Question:** Would the Authority agree to limit the Additional Insured requirement to the Company's commercial general liability policy (rather than all policies), and to scope that status to claims arising from the Company's acts or omissions in performance under this Agreement?

Response: See response to Question 157.

- 163. Question:** Would the Authority agree that no notice of cancellation, material adverse change, or non-renewal is required where the Company obtains replacement coverage meeting the terms and conditions of this Agreement without a lapse in coverage?

Response: Yes. See Appendix B, Section 4 of this addendum.

- 164. Question:** Would the Authority agree to exclude professional liability coverage from the waiver of recovery and waiver of subrogation provisions (including the related endorsement obligation), in light of the claims-made nature of professional liability policies?

Response: No.

- 165. Question:** Would the Authority agree that Contractor may satisfy the Extended Reporting Coverage requirement by purchasing coverage for the applicable statute of repose, or for a period of three (3) years, subject to continued commercial availability on reasonable terms and conditions, and that where no statute of repose applies, the required duration be three (3) years (rather than seven (7) years) or the applicable statute of limitations, whichever is longer?

Response: See Appendix B, Section 2 of this addendum.

END OF ADDENDUM TWO

RFP No. 26-16 Addendum #2 - Appendix A
Revised Sample Contract

CONTRACT FOR CONSULTING SERVICES

This Contract (“Contract”), is entered into as of the _____ day of _____, 2026, by and between **The Philadelphia Parking Authority** headquartered at 701 Market Street, Suite 5400, Philadelphia, PA 19106 (“Authority”) and _____ with a principle place of business at _____, PA _____ (“Consultant”).

WHEREAS, the Authority seeks a consultant to provide professional leadership and organizational development services;

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

WHEREAS, on _____ 2026, the Authority issued Request for Proposal No. 26-16 (Consultant Services for Leadership and Organizational Development) (the “RFP”) to secure the services subject to this Contract. The RFP is attached to this Contract as Appendix A, and incorporated into this Contract as if set forth fully herein;

WHEREAS, Consultant submitted an offer in response to the RFP, dated _____ 2026 (the “Response”). The Response is attached to this Contract as Appendix B, and incorporated into this Contract as if set forth fully herein; and

WHEREAS, the Consultant affirms that it is agrees to and is qualified to to perform services subject to this Contract.

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

1. Definitions. The following definitions shall apply when used in this Contract:
 - a. “Effective Date” shall mean the date identified on the signature page of this Contract under the signature of the Authority representative. The Authority representative will not execute this Contract until the following has occurred: 1) the Contract has been executed by the Consultant and 2) the Authority’s Board has awarded the Contract to Consultant at a public meeting.
 - b. “Notice to Proceed” shall mean a written notice sent by the Authority’s Project manager to the Consultant’s Project Manager confirming that the contract has been fully executed and that the Consultant may commence performance pursuant to this Contract.

2. Services. The professional leadership and organizational development services Consultant provides pursuant to this Contract shall be as identified in the RFP and the Proposal. In the event the Authority determines that additional work by Consultant related to the Services is necessary to advance the purpose of this Contract, such additional work may be agreed to between the parties through a mutually executed amendment as provided in Paragraph No. 7 (“Additional Work”).

2.1. Project Manager. The Parties shall coordinate the implementation of this Contract through designated representatives (“Project Managers”). PPA has designated its Project Manager, to be **Antonina Miller**, Senior Director of Human Resources, who may be contacted at AMiller@philapark.org or (215) 683-9705. Consultant has designated its Project Manager to be: _____, who may be contacted at _____@_____ or (- -). Either Party may change its designated Project Manager through written communication to the other Party’s Project Manager.

3. Compensation. The Authority has agreed to pay, and the Consultant has agreed to accept compensation for Services as identified on page ____ of the Response. Consultant must submit all invoices to the Authority’s Project Manager for review and approval. Compensation for Additional Services shall be compensated pursuant to provisions of the Response included to address such work or as specifically provided for in an amendment to this Contract.

4. Term of Contract.

a. The term of this Contract shall commence on the Effective Date and shall terminate upon completion of Services, which the parties anticipate to occur within ____ months of the Effective Date. Any amendment to this Contract to provide Additional Services shall identify an applicable term for completion of such work. The Authority may terminate this Contract at any time in its sole discretion as provided in Section 11.a.

b. Except as otherwise specifically provided for herein, the Authority shall not be liable to pay the Consultant for any Services or work performed or expenses incurred before the Effective Date of this Contract and before the Authority has delivered its Notice to Proceed to Consultant assigning.

5. Reserved.

6. Ownership Rights. All documents, data, and records produced by the Consultant and any experts in carrying out the obligations and Services hereunder, without limitation and whether preliminary or final, are and shall become and remain the property of the Authority.

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

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

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

6.1 Artificial Intelligence.

a. For purposes of this Contract "artificial intelligence" or "AI" means a technology used to emulate human performance typically by learning, coming to its own conclusions, appearing to understand complex content, engaging in natural dialog with people, enhancing human cognitive performance (also known as cognitive computing), or conducting the execution of nonroutine tasks. This term specifically includes generative AI, large language models (LLMs), machine learning, neural networks, and automated decision-making systems. The term does not include deterministic rule-based systems that do not involve learning, adaptation, or probabilistic outputs.

b. For purposes of this Contract "personally identifiable information" means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual.

c. Notwithstanding any other provision of this Contract, Consultant agrees and understands that it is prohibited from using proprietary information or personally identifiable information including that related to the Authority, its employees, or agents or business practices, whether provided by the Authority or obtained elsewhere in conjunction with any AI. This prohibition includes any inputs, prompts, queries, or outputs generated in connection with the Services, to train, fine-tune, or otherwise improve any AI model or system, whether proprietary to Supplier or provided by a third party. The Parties agree and understand that the Project Managers can not waive or amend this prohibition.

d. Except as limited by paragraph c. above, or applicable statute or regulation, the Authority's Project Manager may authorize Consultant's limited use of AI in furtherance of completing the Services. Any authorization provided pursuant to this paragraph must be in writing, signed by both Parties' Project Managers, and specifically define the type of AI intended for use, the information that will be input, and the limited purpose of such usage. Any purported authorization that is inconsistent with the requirements of this paragraph shall be void.

e. In the event the use of AI is authorized as provided in paragraph d., Consultant will make certain that use of AI complies with applicable laws, regulations, and industry standards, including but

not limited to the EU AI Act, UK AI regulations, and any applicable US federal or state AI legislation and ISO/ICE 42001 standards and practices, as it they may be amended, and to continually employ direct human review and professional supervision of that AI and information derived therefrom.

f. Consultant agrees and understands that all output generated by AI systems in connection with the Services, including but not limited to text, images, code, designs, novel concepts, and reports, shall be the sole and exclusive property of the Authority. To the extent the Contractor obtains any intellectual property rights in such output, or any improvements, enhancements, feedback, or derivative works thereof, the Contractor assigns and transfers all such rights to the Authority effective immediately upon creation.

g. The Authority retains the sole discretion to revoke authorization and suspend use of AI authorized by paragraph d. above, immediately upon written notice by the Authority.

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

8. Conflict of Interest. The Consultant represents and warrants that it has no conflicting relationship that has not been fully disclosed to and waived by the Authority's Project Manager. Consultant shall not undertake any work that conflicts with the performance of the Services or obligations under this Contract unless such conflicting work has been fully disclosed to and waived in advance and in writing by the Authority's Project Manager. Any conflicting representation shall be promptly disclosed to the Authority's Project Manager. The Authority's Project Manager shall determine whether such conflict is cause for termination of this Contract.

9. Certificates and Licenses. The Consultant represents and warrants that its employees, agents, and subcontractors used to provide Services are duly certificated or licensed as may be required by law or ordinances as necessary.

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

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

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

b. Termination for Cause. The Authority shall have the right to terminate this Contract due to Consultant's default upon written notice to the Consultant. The Authority shall also have the

right, upon written notice to the Consultant, to terminate the Contract for other cause as specified in this Contract or by law. If it is later determined that the Authority erred in terminating the Contract for cause, then, at the Authority's discretion, the Contract shall be deemed to have been terminated for convenience under Subparagraph 11.a.

12. Integration Clause. This Contract, including all referenced documents, constitutes the entire agreement between the parties. Terms used in appendices hereto shall have the same meanings as are ascribed thereto in this Contract unless otherwise defined therein. No agent, representative, employee, or officer of the Authority or the Consultant has authority to make, or has made, any statement, agreement, or representation, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to, detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished pursuant to Paragraph 7 of this Contract.

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

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

15. Indemnity. Consultant, for itself, its successors, assigns, agents, and sub-contractors hereby agrees to indemnify, hold harmless and defend the Authority and its employees, agents, attorneys, and members (collectively the "Indemnified Party") from and against any and all liability for losses, (including those related to business interruption), damage (including special, consequential and incidental) liabilities, claims, demands, causes of action or expense (including attorney's fees and expenses) for which the Indemnified Party may be held liable by reason of any data release, economic harm, or injury to any person (including death or workers compensation) or damage to any property of whatsoever kind or nature arising out of or in any manner connected with Services whether known or unknown to the Indemnified Party or Consultant. It is expressly agreed that Consultant assumes the fullest extent of all obligations to indemnify and defend all parties whom the Indemnified Party is obligated to indemnify and defend in the Indemnified Party's contracts with others. This obligation to indemnify, defend and hold harmless shall survive termination of this Agreement.

16. Insurance. The Consultant represents and warrants that it carries insurance in the forms and amounts provide in the Response and agrees that this section does not limit or diminish its liability, indemnification requirements, or other financial obligations arising from this Contract in any way.

17. Notice. Any legal notice or demand given by one Party to the other under this Contract 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 below, unless a Party shall have provided written notice to the other identifying a new address for notice:

If to the Authority:

The Philadelphia Parking Authority
Attn: Antonina Miller, Senior Director of Human Resources
701 Market Street, Suite 5400
Philadelphia, PA 19106

with a copy to:

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

If to **Consultant**:

18. Applicable Law. This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. Consultant consents to the jurisdiction of the Philadelphia Court of Common Pleas, waiving any claim or defense that such forum is not convenient or proper. Consultant 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.

19. General Provisions.

a. Right to Know Law Provisions.

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

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

i. Provide the Authority, within 5 calendar days after receipt of written notification, with copies of any document or information in the Consultant'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 Consultant considers the Requested Information to be exempt from production under the RTKL, the Consultant must notify the Authority and provide, within 5 calendar days of receiving the written notification, a written statement signed by a representative of the Consultant 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) In the event the Authority determine that the Requested Information is clearly not exempt from disclosure, the Consultant must provide the Requested Information to the Authority within 5 calendar days of receipt of written notification of the Authority's determination.

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

6) If the Consultant fails to provide the Requested Information as provided in paragraph No. 4. ("Consultant'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. Consultant hereby understands and agrees that the Authority will not argue in favor of the Consultant's non-disclosure of the Requested Information and will inform the tribunal that it directed Consultant to produce such information.

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

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

ii. Consultant 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 Consultant'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 Consultant 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) Consultant'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 Consultant has Requested Information in its possession.

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

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

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

e. Order of Precedence. Inconsistency or disputes related to language used in this Contract, including its Appendices, shall be resolved by giving precedence to the definition or usage of such language as used in the following order: (1) the main body of this Contract, including Appendices not referenced in this paragraph; (2) the RFP and (3) the Response.

f. Taxes.

1) Consultant 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 of Philadelphia or the Commonwealth of Pennsylvania.

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

g. 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.

h. Ethical Process. Consultant does hereby warrant and represent that the laws of the Commonwealth of Pennsylvania have not been violated as they relate to the procurement or

performance of this Contract by any conduct, including payment or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly to any Authority employee, officer or Consultant. To the best of Consultant'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 Consultant. If such transaction comes to the knowledge of the Consultant at any time, a full and complete disclosure of such information shall be made to the Authority.

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

j. Prior Contracts. Consultant agrees that upon the Effective Date of this Contract any prior contract between Consultant and the Authority to perform any type of work or service in any way connected or similar to Services shall be considered terminated. The terms of service, including those applicable to rates, provide in Section 3 of this Contract shall exclusively apply to all of the Consultant's services as of the Effective Date.

k. Authorization to do business.

(1) Consultant's Federal Employee Identification Number (EIN) is _____.

(2) Consultant is registered to do business in the Commonwealth of Pennsylvania precisely as named in this Contract. The Entity Number issued by the Pennsylvania Secretary of State to the Consultant at the time of registration is _____. Consultant confirms that this Entity Number is current and will immediately advise the Authority in the event it becomes in any way inactive or ineffective.

(3) Consultant is registered to do business in the City of Philadelphia precisely as named in this Contract. The Commercial Activity License Number issued by the Philadelphia Department of Licenses and Inspections to the Contracting Party upon registration is _____. Consultant confirms that this Commercial Activity License Number is current and will immediately advise the Authority in the event it becomes in any way inactive or ineffective.

**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: _____

Print Title: _____

By: _____

Lynette Brown-Sow
Chairperson

Effective Date: _____

APPROVED AS TO FORM

By: _____
Office of General Counsel

Witness: _____

Print Name: _____

Print Title: _____

By: _____

Print Name: _____

Print Title: _____

APPENDIX A
RFP

APPENDIX B
Consultant's Response

APPENDIX C

CONTRACTOR INTEGRITY PROVISIONS

1. Definitions.

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

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

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

d. Financial Interest means:

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

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

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

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

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

4. The Consultant shall not, in connection with this or any other agreement with the Authority, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Authority.

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

6. Except with the consent of the Authority, neither the Consultant nor anyone in privity with him or her shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this Contract except as provided therein.
7. Except with the consent of the Authority, the Consultant shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor or material the Authority in connection with the subject matter of the Contract.
8. In the hiring of any employee(s) for performance of Service, Consultant, or any person acting on behalf of the Consultant shall not discriminate in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
9. Pursuant to federal regulations promulgated under the authority of *The Americans With Disabilities Act*, 28 C.F.R. § 35.101, *et seq.*, the Consultant understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this Contract, the Consultant agrees to comply with the *General Prohibitions Against Discrimination*, 28 C.F.R. § 35.130.
10. The Consultant, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Authority in writing.
11. The Consultant represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Consultant further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts and have 50 or more employees.
12. The Consultant, by execution of this Contract and by the submission of any bills or invoices for payment pursuant thereto, certified and represents that he or she has not violated any of these provisions.
13. For violation of any of the above provisions, the Authority may terminate this and any other contract with the Consultant, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another contractor to complete performance hereunder, and debar and suspend the Consultant from doing business with the Authority. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Authority may have under law, statute, regulation, or otherwise.

RFP No. 26-16 Addendum #2 - Appendix B

Revised Insurance Requirements

THE PHILADELPHIA PARKING AUTHORITY
RFP NO. 26-16 CONSULTANT SERVICES TO DEVELOP A SUCCESSION PLANNING PROGRAM
APPENDIX C - 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. Professional (E&O) Liability Insurance with minimum acceptable limits of ~~\$1,000,000~~ **\$500,000** per claim and ~~\$1,000,000~~ **\$500,000** aggregate. Claims-made is acceptable, but if coverage is canceled, non-renewed or discontinued, Contractor must purchase Extended Reporting Coverage for the applicable statute of repose. If the controlling legal jurisdiction does not have any applicable statute of repose, the Extended Reporting Coverage shall be maintained for the period of the applicable statute of limitations or for a period of ~~seven (7)~~ **three (3)** years, whichever duration is longest. **The provisions of Section 5 Waiver of Rights of Recovery and Waiver of Rights of Subrogation shall not apply to Professional (E&O) Liability Insurance.**
3. 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
4. ~~The Philadelphia Parking Authority, its agents, employees, representatives, officers and directors individually and collectively, shall be added as ADDITIONAL INSUREDS 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 in a manner adverse to the Authority 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. **Notice is not required where Company obtains replacement coverage at the levels identified herein, provided there is no lapse in coverage.**

5. 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

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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.

6. 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 transmitted within five days of receipt of these insurance requirements to The Philadelphia Parking Authority regardless of when your work will start. Project description, RFP/Bid Number or 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.

7. 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.