

REQUEST FOR PROPOSALS FOR

Consultant Services to Develop a Succession Planning Program

RFP No. 26-16

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This document can be downloaded from the Authority's website using the link below:

<https://philapark.org/bids-solicitations/>

PART I

GENERAL INFORMATION TO OFFERORS

SUMMARY	
When:	Proposals must be submitted by Monday, September 28, 2026 no later than 1:00 PM.
Where:	Philadelphia Parking Authority Attention: Shannon Stewart, Manager of Contract Administration 701 Market Street, Suite 5400 Philadelphia, PA 19106
How:	Proposals must be delivered to Shannon Stewart in a sealed package via mail, by a recognized overnight courier service (e.g., UPS, Federal Express, etc.), with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested certified mail, or by hand-delivery no later than Monday, September 28, 2026 at 1:00 PM. Whether mailed or hand-delivered, all envelopes must display the company's name and must be boldly and clearly handwritten (not typewritten) "Consultant Services to Develop a Succession Planning Program". All proposals must be presented with one (1) original and nine (9) copies , individually numbered, and an electronic version consisting of one PDF file via USB drive. Please do not password protect the USB drive or file.
Mandatory Pre-Proposal Meeting	A mandatory Pre-Proposal Meeting will be held on Thursday, August 20, 2026 at 11:00 AM at the offices of the Philadelphia Parking Authority at 701 Market Street, Suite 5400, Philadelphia, PA 19106. Prospective Offerors may attend in person or virtually using the Teams meeting information below: Microsoft Teams meeting Join: https://teams.microsoft.com/meet/268390288288316?p=w0agSuYqarvkbYyFVN Meeting ID: 268 390 288 288 316 Passcode: iP9sf723 Need help? System reference Dial in by phone +1 929-346-7319,,262436549# United States, New York City Find a local number Phone conference ID: 262 436 549# Virtual Attendees: Prospective Offerors attending the call virtually must join the call at 10:45 AM to allow for attendance to be recorded prior to the start of the meeting. Prospective Offerors who are having trouble attending the meeting should contact Shannon Stewart for assistance at 215.837.9025. Please complete the Offeror Registration Form to complete your registration for this solicitation.

I-1. Introduction.

This Request for Proposals (“RFP”) is being issued by the Philadelphia Parking Authority, (“Authority”), a body corporate and politic created under the laws of the Commonwealth of Pennsylvania in accordance with the Act of June 19, 2001, P.L. 287, No. 22, 53 Pd. C.S. § 5501 et seq. as amended, known as the “Parking Authority Law”.

The Authority is seeking proposals from qualified consultants to bring structured discipline and strategic foresight to the Philadelphia Parking Authority’s organizational leadership pipeline.

Qualified consultants must demonstrate successful experience conducting similar organizational assessments to develop an organizational succession plan and succession-planning engagements for public-sector or similarly complex organizations.

As a Request for Proposals, this is not an invitation to bid and although price is important, other pertinent factors will be taken into consideration.

I-2. Mission Statement.

The mission of the Philadelphia Parking Authority is to contribute to the economic vitality of Philadelphia and the surrounding region by effectively managing and providing convenient parking on the street, at the airport, and in garages and lots; effectively administering automated speed and red-light camera systems; regulating taxicabs, limousines and transportation network companies; and other transportation-related activities.

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

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

I-3. Procurement Questions.

Eligible Offerors are encouraged to submit questions concerning the RFP in writing after the Pre-Proposal meeting and no later than **Thursday, August 27, 2026 at 12:00 PM.**

Questions concerning this RFP are to be submitted via the Question Submission Form using the link below:

<https://ppa-forms-pro.powerappsportals.com/question-submissions/?uid=890f3f08-affa-453d-982b-49b42bdf559> (The link will be activated after the Pre-Proposal Meeting)

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

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

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

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

The Authority will not be bound by any verbal information, nor will it be bound by any written information that is not either contained within the RFP or formally issued as an addendum by the Authority. The Authority does not consider questions to be a protest of the Work Statement or of the solicitation.

I-4. Clarification of Instructions.

Should the eligible Offeror find a discrepancy in or an omission from the Work Statement or any part of this RFP or be in doubt as to the meaning of any term contained therein, the Offeror will notify Shannon Stewart, Manager of Contract Administration via the Question Submission Form using the link below, prior to the question deadline.

<https://ppa-forms-pro.powerappsportals.com/question-submissions/?uid=890f3f08-affa-453d-982b-49b42bdf559>

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

I-5. Restriction of Contact.

From the issue date of this RFP until the Authority's Board approves the selected Offeror, **Shannon Stewart is the sole point of contact concerning this RFP**. Any violation of this condition by an Offeror may result in the Authority rejecting the offending Offeror's proposal. If the Authority later discovers that the Offeror has engaged in any violations of this condition, the Authority may reject the offending Offeror's proposal or rescind the selection. Offerors must agree not to distribute any part of their proposal to anyone other than Shannon Stewart. An Offeror who shares information contained in its proposal with other Authority personnel and/or competing Offeror personnel may be disqualified.

I-6. Proposal Conditions.

Sealed proposals must be received in the office of the Philadelphia Parking Authority, addressed to Shannon Stewart, 701 Market Street, Suite 5400, Philadelphia, PA 19106, by **Monday, September 28, 2026 no later than 1:00 PM**.

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

Each Offeror must submit to the Authority the information and forms required, which forms, and information shall become the property of the Authority and will not be returned to Offerors, unless a written request to withdraw is received prior to the opening of proposals. Failure to attach documents required for submittal at the time of submittal will result in the proposal being rejected.

If you would like to request an extension to the question deadline or proposal due date, you must submit that request during the question period and allow the Authority to respond via addendum.

I-7. Small and Small Diverse Business Participation.

The Authority seeks to increase procurement through small and small diverse businesses for all products, services and construction. Offerors must identify their status as a small or small diverse business by completing the Small and Small

Diverse Business Participation Submittal form included in the Proposal Form along with a copy of their Small Business Procurement Initiative certificate issued from the Pennsylvania Department of General Services. Offerors may self-certify using the link below:

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

Please note: The Authority encourages small and small diverse business participation. However, this solicitation is open to all eligible Offerors.

I-8. Signatures Required.

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

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

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

I-10. Insurance Requirements.

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

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

Insurance requirements will not be negotiated after the proposal due date.

I-11. Executed Contract Required.

By submitting a proposal in response to this RFP the Offeror agrees that the Authority will not be bound to any contract, performance or payment obligation until the Authority's Board votes to award a contract to the successful Offeror and the Authority's Executive Director signs the written contract.

I-12. Contract Negotiation.

If successful, this procurement process will result in the presentation of a completed final-form contract to the Authority's Board for approval at a public meeting. To advance that goal a sample contract is included as *Appendix B*. Please review the sample contract carefully. Any exceptions or requested changes to the contract **must be clearly noted in the proposal (Tab G)** in order to be considered.

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

I-13. Rejection or Acceptance of Proposals.

An Evaluation Committee comprised of Authority employees will review all proposals as detailed in Part III. Discussions and negotiations may be conducted with responsible Offerors for the purpose of clarification and of obtaining best and final offers. Responsible offers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. The discussions with Offerors will not disclose any information derived from proposals submitted by competing Offerors.

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

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

Any form which is required to be submitted, and which is incomplete, conditional, obscure, contains additions not called for and not approved by the Authority, or which contains irregularities of any kind, may be cause for rejection of the proposal, in the sole discretion of the Authority.

I-14. Request to Withdraw Proposal.

At any time up to the hour and date set for opening of proposals, an Offeror may withdraw its proposal. Such withdrawal must be in writing and delivered to the Authority at the address set forth herein by a nationally recognized overnight courier service, certified mail, return receipt requested, via email to Shannon Stewart at sstewart@philapark.org 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.

The Authority will not consider and will reject any proposal if the Offeror is in arrears or in default to the Authority as to any debt or contract, or whose insurer or banking institution is in default as surety or otherwise upon any obligation to the Authority or has failed in the sole opinion of the Authority to faithfully perform any previous contract with the Authority.

I-16. Subcontracting.

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

I-17. Notification of Offeror Selection.

The Authority will study and evaluate all proposals which are received in accordance with the instructions set forth in the proposal package and will seek to select an Offeror and notify all other Offerors of the award within **ninety (90)** days after the date proposals are opened. Written notice will be mailed to the address furnished by each Offeror in the Transmittal Letter.

The selected Offeror will 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 will 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. The determination to award a contract will occur at a Sunshine Act meeting.

I-20. Statement of No Proposal.

All Eligible 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://ppa-forms-pro.powerappsportals.com/decline-submission/?uid=890f3f08-affa-453d-982b-49b42bdfd559>

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. **Please do not provide duplicate answers. Any proposal that does not contain the information outlined below may not be considered.**

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

An electronic version of the Proposal Form is posted to the Authority's website.

Forms that are altered by the Offeror may be grounds for rejection of the Offeror's response.

The tab requirements are as follows:

- Tab A - Transmittal Letter
- Tab B - Qualifications and Experience
- Tab C - Key Personnel
- Tab D - Proposal Form, Cost Form and Sample Project Schedule
- Tab E – Offeror's Approach
- Tab F - Evidence of Insurance
- Tab G - Proposed Amendments to Contract
- Tab H - Disclosure of Legal Actions
- Tab I - Authorization to do business
- Tab J - Additional Information

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

II-2. Transmittal Letter (Tab A).

Offerors must submit a cover letter, signed by an officer or individual with authority to bind the Offeror, which provides an overview of the Offeror's proposal and identify the numbers of years and experience implementing organizational development and leadership consulting services, as well as the name, title, email address and phone number of the person to whom the Authority may direct questions concerning the proposal.

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

Offerors must have a minimum of five (5) years' experience in providing consultant services as described in the Work Statement.

Provide a summary of your extensive experience in organizational development, leadership competency development, workforce planning, strategic consulting, and professional organizational assessments.

Offerors must demonstrate experience providing similar services for public sector agencies, governmental organizations, transportation authorities, or similarly complex organizations.

Offerors must demonstrate the ability to facilitate executive-level discussions, stakeholder engagement sessions, leadership workshops, and strategic planning meetings.

Highlight unique qualifications, experience, approach, background, added services, technologies, innovations, or other characteristics of your firm that make it the best choice.

II-4. Key Personnel (Tab C).

Offerors must identify the primary employee anticipated to be the project manager and a qualified substitute to represent the company for the entire term of contract. Include any personnel or services that set you apart from other Offerors and why it would be most advantageous for the Authority to contract with your company.

Provide an organizational chart of the team who will be servicing the Authority's account including project leadership and subject matter experts. Include through a resume, or similar document, education and experience providing the goods/services as described in the Work Statement. Indicate the responsibilities each will have and how long each has been with your company. Do not list personnel who will not be assigned to this contract.

Resumes are to include educational qualifications and previous work assignments that relate to this RFP. **Do not list personnel who will not be assigned to this contract.**

II-5. Proposal Form, Cost Proposal and Sample Project Schedule (Tab D).

The proposal form contained within this RFP must be submitted in its entirety (except the proposal decline form). All signature lines must be executed. Wet or electronic signatures will be accepted.

Cost Proposal: Offeror 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 ("milestone payment").

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.

Offerors must identify the titles, and hourly billing rates of key personnel for Additional Services that may be identified and are not included in the proposal.

Sample Project Schedule: Offerors must include 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.

Sample project schedule must identify when the Consultant will be onsite. All expenses must be included in the cost of each milestone payment.

II-6. Offeror's Approach (Tab E).

Offeror must demonstrate a complete understanding of the Authority's organizational development and leadership consulting requirements, demonstrate the ability to meet all requirements, and outline a clear and concise approach for providing the requested services. Proposals should describe the Offeror's methodology for delivering organizational assessment, succession planning, leadership development, strategic alignment, change management, communication planning, and executive-level staffing recommendations to support the Authority's operational and strategic objectives.

II-7. Insurance Requirements (Tab F).

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

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

Insurance requirements will not be negotiated after the proposal due date.

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

If successful, this procurement process will result in the presentation of a completed final-form contract to the Authority's Board for approval at a public meeting. To advance that goal a sample contract is included for review as

Appendix B. Please review the sample contract carefully. Any exceptions or requested changes to the contract **must be clearly noted in the proposal** in order to be considered.

I-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. Authorization to do business (Tab I)

All proposals must be submitted in the exact name of the person (organization) that will contract with the Authority upon contract award ("Contracting Party").

The proposal must include the Contracting Party's **Federal Employee Identification Number** (EIN).

The proposal must include confirmation that the Contracting Party is licensed to do business in the Commonwealth of Pennsylvania and provide the **Entity Number** issued by the Pennsylvania Secretary of State to the Contracting Party upon registration.

The proposal must include confirmation that the Contracting Party is licensed to do business in the City of Philadelphia and provide the **Commercial Activity License Number** issued by the Philadelphia Department of Licenses and Inspections to the Contracting Party upon registration. 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 Commercial Activities License, an explanation with references to statute and/or the Philadelphia Code should be included with the proposal.

II-11. Additional Information (Tab J).

Any additional information or alternative solutions not specifically requested in this RFP but which the Offeror deems important and relevant should also be submitted. Any costs associated with alternative solutions must be included.

PART III

CRITERIA FOR SELECTION

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

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

III-3. Proposal Evaluation. Proposals will be reviewed, evaluated and rated by an Evaluation Committee consisting of Authority employees. The Evaluation Committee will recommend the proposal determined to be most advantageous to the Authority as determined by the criteria listed below to the Authority Board.

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

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

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

- | | |
|--|--------------------|
| a. Responsiveness of the proposal to the submission requirements set forth in the RFP. | Weight: 5% |
| b. Qualification and experience of the Offeror with regard to the Work Statement outlined in the RFP. | Weight: 30% |
| c. The quality and approach of the Offeror's proposal to meet the requirements of the Work Statement. | Weight: 35% |
| d. Proposed fees, costs, and changes to the proposed contract although the Authority is not bound to select the contractor who proposes the lowest fees. | Weight: 20% |
| e. Small and Small Diverse Business participation. | Weight: 10% |

PART IV

WORK STATEMENT

IV-1. General.

The Authority is seeking proposals from qualified consultants to bring structured discipline and strategic foresight to the Philadelphia Parking Authority's organizational leadership pipeline.

Qualified consultants must demonstrate successful experience conducting similar organizational assessments to develop an organizational succession plan and succession-planning engagements for public-sector or similarly complex organizations.

IV-2. Specific.

The list of services expected of the consultant includes, but is not limited to:

- A. Organizational Assessment:** Review the Authority's organizational structure, workforce capacity, and key positions critical to ongoing operations and leadership continuity.
- B. Succession Planning:** Develop a Succession Plan framework for the Authority to improve organizational effectiveness and leadership continuity.
- C. Additional Work:** In the event the Authority determines that additional work separate from, but consistent with, the scope above is required in order to complete the purpose of the contract, Offerors must identify the hourly rates it would seek to charge and other directly related costs for such Additional Work.

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

PART V

CONTRACT TERMS AND CONDITIONS

V-1. Sample Contract. A sample contract is attached to this solicitation as *Appendix B*. Please review the sample contract carefully. Any exceptions or requested changes to the contract **must be clearly noted in the proposal (Tab G)** in order to be considered.

Exceptions or requested changes to the sample contract will be considered a part of the response. Exceptions or requested changes to the sample contract should be made with great care, because the number of changes made or the need for subsequent negotiations will factor into the scoring of the proposal.

The Authority's Contractor Integrity Provisions are attached to the proposed form of contract as Exhibit "A". Those Provisions apply to every Authority contractor and any party seeking to contract with the Authority. By submitting a proposal to this public procurement process the potential contractor agrees to comply with the Contractor Integrity Provisions.

V-2. Contract Term. The term of the contract shall commence upon award of a contract by the Authority's Board at a public meeting and execution of a contract by the Executive Director and will end upon completion of Services, unless it is terminated earlier pursuant to the terms of the contract. In the event the parties agree to engage in Additional Work, the contract may be extended for up to two (2) additional one-year terms.

Appendix A

Proposal Form

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

CONSULTANT SERVICES TO DEVELOP A SUCCESSION PLANNING PROGRAM

RFP No. 26-16

PROPOSAL FORM

1. The undersigned submits this proposal in response to the above referenced **RFP No. 26-16 Consultant Services to Develop a Succession Planning Program** being familiar with and understanding the advertised notice of opportunity, General Information, Work Statement, Proposal Form, Affidavit of Non-Collusion, and Addenda if any (the “Proposal Documents”), as prepared by the Philadelphia Parking Authority and posted on the Authority’s Internet website and on file in the office of the Authority at 701 Market Street, Suite 5400, Philadelphia, PA 19106. The party submitting a proposal is the “Offeror”.
2. The Authority reserves the right to withdraw and cancel this RFP prior to opening or to reject any and all proposals after proposals are opened if in the best interest of the Authority, in the Authority's sole discretion. If the Authority accepts Offeror’s offer, Offeror agrees to execute a contract memorializing the proposal’s terms if the contract is delivered to Offeror within 90 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 90-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 upon completion of Services, unless it is terminated earlier pursuant to the terms of the contract. In the event the parties agree to engage in Additional Work, the contract may be extended for up to two (2) additional one-year terms.

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

Signature

Name
(Please Print)

Title

Date

6. **Insurance Requirements:** The undersigned Offeror agrees to provide their certificate of insurance that meets the insurance requirements as specified in Appendix C, *Insurance Requirements* and any Addenda, if issued, within five (5) calendar days after notification of award.

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 proposal 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. **References:** Offerors must provide a minimum of three (3) references, to whom similar services were provided within the last 3 years. The 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. **The Authority will contact the references provided via email.**

1. **Company Name:** _____

Company Address: _____

Reference Contact Name and Title: _____

Contact Phone Number: _____

Contact Email Address: _____

Dates services were performed: _____

Description of Services: _____

2. **Company Name:** _____

Company Address: _____

Reference Contact Name and Title: _____

Contact Phone Number: _____

Contact Email Address: _____

Dates services were performed: _____

Description of Services: _____

3. **Company Name:** _____

Company Address: _____

Reference Contact Name and Title: _____

Contact Phone Number: _____

Contact Email Address: _____

Dates services were performed: _____

Description of Services: _____

10. Qualifications:

- a. **Type of business:** Individually owned ☐
Check one Partnership ☐
Corporation ☐
Other ☐
- b. **Number of employees:** Under 25 ☐
Check one Under 50 ☐
Under 100 ☐
Over 100 ☐

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

i.

ii.

iii.

d. **Philadelphia Commercial Activities License Number:** _____

e. **Federal EIN Number:** _____

Philadelphia Parking Authority

SMALL DIVERSE BUSINESS PARTICIPATION SUBMITTAL

(Copy as needed)

RFP Name and Number: _____

Offeror/Subcontractor: _____

Contact Name: _____ Email: _____

OFFEROR INFORMATION:

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

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

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

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

\$ _____ %

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

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

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



Proposal Decline Form: RFP No. 26-16 Consultant Services to Develop a Succession Planning Program

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

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

Name: _____

- ☐ Requirements too "tight" (explain below)
- ☐ Unable to meet time period for responding to this RFP
- ☐ We do not offer this product or service
- ☐ Our schedule would not permit us to perform
- ☐ 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://ppa-forms-pro.powerappsportals.com/decline-submission/?uid=890f3f08-affa-453d-982b-49b42bfd559>.

Appendix B

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.

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.

Appendix C

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 per claim and \$1,000,000 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) years, whichever duration is longest.
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 INSURED on the policies as noted above. **Company’s** coverage shall be primary and non-contributory to any other coverage available to Philadelphia Parking Authority, including, without limitation, coverage maintained by Philadelphia Parking Authority wherein Philadelphia Parking Authority is named insured, and that no act of omission shall invalidate the coverage.

It is agreed that **Company’s** insurance will not be cancelled, materially changed or non-renewed without at least thirty (30) days written notice to The Philadelphia Parking Authority, 701 Market Street, Suite 5400, Philadelphia, PA 19106, by Certified Mail-Return Receipt Requested.

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 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.

THE PHILADELPHIA PARKING AUTHORITY
RFP NO. 26-16 CONSULTANT SERVICES TO DEVELOP A SUCCESSION PLANNING PROGRAM
APPENDIX C - INSURANCE REQUIREMENTS

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.