

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

**RFP No. 24-25**  
**Financial Advisor**  
**Addendum One**

To: See Email Distribution List

From: Shannon Stewart  
Manager of Contract Administration

Date: September 12, 2024

No Pages: 1 plus Appendix A

This addendum is issued on September 12, 2024, prior to the bid due date to add, delete, modify, clarify and/or to respond to questions submitted by Prospective Bidders regarding the work included in the above referenced solicitation.

**CHANGES TO THE RFP DOCUMENT**

1. **Appendix B - Sample Contract:** The sample contract is attached as Appendix A of this addendum.

**END OF ADDENDUM ONE**

Appendix A  
Sample Contract

# SAMPLE CONTRACT FOR FINANCIAL ADVISOR SERVICES

Contract No. K-24-0103

This Contract for Financial Audit Services (“Contract”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between **The Philadelphia Parking Authority**, an agency of the Commonwealth of Pennsylvania and a body corporate and politic, with its principal address at 701 Market Street, Suite 5400, Philadelphia, PA 19106 (“**Authority**”) and \_\_\_\_\_ (“**Contractor**”).

## RECITALS

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

**WHEREAS**, the Authority requires the services of a firm to serve as municipal advisor, also known as financial advisor, to the Authority in connection with the issuance of bonds related to the Authority and other areas of municipal finance that may be approved pursuant to this Contract;

**WHEREAS**, the Authority determined that it is was not advantageous for it to use a bidding process in order to secure the financial advisor services subject to this Contract because it wished to consider criteria other than price in the award process;

**WHEREAS**, the Authority issued Request for Proposal No. 24-25 “Financial Advisor” (“RFP”) on \_\_\_\_\_ to secure a highly qualified firm to serve as its financial advisor. The RFP is attached hereto as Exhibit “B” and incorporated into this Contract as if set forth fully herein;

**WHEREAS**, Contractor submitted a conforming proposal to the RFP on \_\_\_\_\_ (the “Proposal”). The Proposal is attached hereto as Exhibit “C” and incorporated into this Contract as if set forth fully herein;

**WHEREAS**, the Contractor has represented that it is qualified and duly licensed and registered to provide financial advisor services to the Authority as further provided herein; and

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

1. Definitions. The following definitions shall apply when used in this Contract:

a) “Effective Date” shall mean the date the Contract has been awarded by the Authority’s Board, executed by the Contractor, and then executed by the Authority. The Effective Date will be noted on the signature page of this Contract.

b) "Notice to Proceed" shall mean a written notice sent to the Contractor stating that the Contract has been fully executed and that the Contractor may commence performance of the financial advisor services. The primary point of contact for the Contractor will be the Authority's CFO, Keola Harrington ("CFO").

2. Services.

(a) Contractor will provide financial advisor services to the Authority in accordance with Part IV of the RFP and Tab F of the Proposal ("Services") as assigned by the Authority.

(b) The Authority must approve any proposed employees Contractor has assigned to provide Services during the Term of this Contract, subject to the provisions of subsection (c).

(c) The Authority, in its sole discretion, may direct Contractor to remove an employee from the approved list of employees referenced in subsection (b). Contractor may not add an employee to the approved list without the Authority's written approval, which may be withheld in the Authority's sole discretion.

(d) Contractor acknowledges that Services performed under this Contract will be on an as-needed basis. It is understood that Contractor may not receive an assignment during the Term of this Contract.

3. Term of Contract.

a. The initial term of this Contract shall commence on the Effective Date and shall end upon the completion of the bond issuance, subject to the other provisions of this Contract, and approval of the Authority ("Initial Term"). This Contract then may be extended through 4 one-year options to renew at the sole discretion of the Authority, subject to the other provisions of this Contract. The Authority will provide 30 days of notice of its decision to renew this Contract. In the event Contractor is in the process of providing Services that will extend beyond any term of this Contract, the Authority may: 1) renew this Contract if renewal options are available; 2) transfer the completion of Services to another firm at or about the time of expiration of the term or 3) extend this Contract with Contractor only for the matter then being provided. 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 Contractor for any services or work performed or expenses incurred before the Effective Date of this Contract and before the Authority has delivered a written assignment of specific work to be performed by Contractor.

4. Compensation.

a. The Authority and the Contractor agree to negotiate cooperatively and in good faith lump sum payment to be paid to the Contractor for the Initial Term using the lump sum amount of \$ \_\_\_\_\_ the \_\_\_\_\_ as identified in Tab E of the Response as a guide ("Lump Sum").

- i. It is agreed and understood that Contractor will only receive the Lump Sum after successful completion of the Initial Term. If Contractor fails to successfully complete the Initial Term, the Authority may accept reasonable invoices as detailed in Section b. below reduced by 10%.
- ii. If during the Initial Term the Authority assigns Contractor work outside of the scope of closing the bond and the completion of the bond issuance Contractor agrees to accept the hourly rates as identified on page \_\_\_\_\_ of the Response (“Hourly Rate”).

b. For any subsequent terms, the Contractor agrees to accept the Hourly Rate as identified on page \_\_\_\_\_ of the Response.

c. The parties agree that this Contract and the Retention Guidelines for Contractor will control, including, but not limited to, the manner in which that compensation is paid, how and what may be invoiced and how the invoices are to be presented to the Authority.

5. Billing. The Contractor shall submit **monthly** invoices to the Authority’s Accounts Payable department in such form as the Authority may direct with a copy to the CFO, and such other departments as may be directed by the CFO for Services performed during each billing period.

6. Project Schedule.

a) The Authority and Contractor will conduct a conference call within five (5) calendar days after the Effective Date to discuss the project and project deadline dates.

b) The project deadline dates and assigned Contractor employees must be memorialized in an email between the parties. Any changes to that schedule or assigned employees must be agreed to by the CFO in an email.

c) Contractor must keep the CFO reasonably informed of the project’s progress and must notify the CFO promptly of any factor, occurrence, or event coming to its attention that may affect Contractor's ability to meet the project’s deadlines.

d) Timely performance is a primary consideration in this Contract, and, therefore, time is expressly made of the essence with respect to each project deadline date.

7. Consultation. The Contractor shall consult with and keep the CFO fully informed as to the progress of all matters covered by this Contract.

8. Subcontracting, Key Personnel, and Experts. Subcontracting, assignment, or transfer of all or part of the interest of the Contractor in this Contract or in the work covered by this Contract is prohibited and void without the prior written approval of the Executive Director and the Chairman of the Authority’s Board. In the event such consent is given, the terms and conditions of this Contract shall apply to and bind the party or parties to whom such work is subcontracted, assigned, or transferred as fully and completely as the Contractor is hereby bound and obligated and the Contractor shall obtain written acknowledgement thereof from all subcontractors and experts so engaged. The Contractor, with respect to any replacement of key personnel assigned to this matter, shall consult with the Authority.

9. Co-Financial Advisor. Contractor agrees and understands that the Authority, in its sole discretion, may award a separate contract with a contractor to act as co-financial advisor with Contractor. Contractor will work cooperatively and coordinate all Services with the Authority and the co-financial advisor to successfully meet all tasks pursuant to the Contract and as assigned by the Authority. This paragraph shall be included in the contracts of all contractors with which Contractor will be required to cooperate.

10. Ownership Rights. All documents, data, and records produced by the Contractor and any experts in carrying out the obligations and services hereunder, without limitation and whether preliminary or final, are and shall become and remains the property of the Authority.

11. Modification or Changes. Changes regarding the funding of a Contract or a change in Contract length may be accomplished only by approval of the Authority's Board and must be in writing and must be signed by the Authority and the Contractor. All other changes to contract terms, including changes in the scope of work, must be incorporated into a formal written amendment to this Contract, signed by both parties, and executed in the same manner as this original Contract and in accordance with applicable law.

12. Conflict of Interest. The Contractor represents and warrants that it has no conflicting representation that has not been fully disclosed to and waived in writing by the Executive Director and Board Chair. Contractor shall not undertake any representation that conflicts with the performance of the services or obligations under this Contract unless such conflicting representation has been fully and promptly disclosed to and waived by the Executive Director and Board Chair.

13. Inability to Perform. The Contractor agrees that if, because of death or any other occurrence beyond the control of the Contractor, it becomes impossible for any principal or principals and, in particular, the principals assigned to perform Services, to render the Services set forth in this Contract, neither the Contractor nor the surviving principals shall be relieved of their obligations to complete performance hereunder. The Contractor shall, with respect to any replacement principal proposed to be assigned to this matter, consult with the Executive Director. The Executive Director's prior written consent to the proposed replacement is required and may be withheld in his sole discretion.

14. License to Perform Services. The Contractor represents and warrants that it, its employees, and agents are duly licensed, registered and in good standing to provide Services, in the venue(s) applicable to this Contract. In the event Contractor or any of its employees or agents becomes ineligible to provide Services, Contractor shall immediately notify the Executive Director and make certain that such ineligible person immediately ceases all Services or any other activity on behalf of the Authority.

15. Independent Contractor. In performing the services required by this Contract, the Contractor, its employees and agents will act as an independent contractor and not as an employee of the Authority.

16. 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 Contractor.

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

b) Termination for Cause. The Authority shall have the right to terminate this Contract for Contractor default upon written notice to the Contractor. The Authority shall also have the right, upon written notice to the Contractor, 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 15.a.

17. Integration Clause. This Contract, including all referenced documents, constitutes the entire agreement between the parties. The Authority will not be required to sign any engagement letter or any other agreement proposed by Contractor for any reason whatsoever. Terms used in exhibits 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 Contractor 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 10 of this Contract.

18. Nondiscrimination/Sexual Harassment. The Contractor 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.

19. Integrity Provisions. Contractor agrees to comply with the Contractor Integrity Provisions, which are attached hereto as Exhibit "A" and incorporated by reference.

20. Indemnity. Contractor shall be responsible for, and shall indemnify, defend, and hold harmless the Authority and its Members, officers, employees, attorneys and agents (the "Indemnified Parties") from all claims, liabilities, damages, and costs including reasonable attorneys' fees, for bodily injury (including death and workers compensation claims) and damage to real or tangible personal property arising from or related to the negligence or other tortious acts, errors, and omissions of Contractor, its employees, or its subcontractors while engaged in performing Services pursuant to this Contract or while present on the Authority's premises, and for breach of this Contract regarding the use or nondisclosure of proprietary and confidential information where it is determined that Contractor is responsible for any use of such information not permitted by this Contract. This indemnification obligation shall not be reduced in any way by any limitation on the amount or type of damages, compensation, or benefits payable by Contractor or its subcontractors under any employee benefit act including but not limited to Workers' Compensation Acts, Disability Benefits Acts, or other Employee Benefit Act.

21. Insurance. The Contractor represents and warrants that it carries insurance in the forms and amounts required in the RFP.

22. Notice.

a) Any written notice to the Authority under this Contract shall be deemed sufficient if delivered to the Authority's Executive Director personally, or by a recognized overnight courier service (e.g., UPS, Federal Express, etc.), with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, at the address set forth above or to such other address as such party may designate by notice given pursuant to this section.

b) Any written notice to the Contractor under this Contract shall be deemed sufficient if delivered to the Contractor personally at the address provided above, by a recognized overnight courier service (e.g., UPS, Federal Express, etc.), with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, sent to the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

23. 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. Contractor consents to the jurisdiction of the Philadelphia Court of Common Pleas, waiving any claim or defense that such forum is not convenient or proper. Contractor 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.

24. 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 Contract.

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

i) Provide the Authority, within 5 days after receipt of written notification, with copies of any document or information in the Contractor's possession arising out of this Contract 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 Contract.

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



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

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

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

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

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

ii) Contractor 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 Contractor's failure to releases Requested Information, including any statutory damages or order to pay any party's attorney's fees.

8. As between the parties, the Contractor 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. Contractor's duties relating to the RTKL are continuing duties that survive the expiration or termination of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

b) Maintenance of Records. Regardless of the impact of the Right-to-Know Law, Contractor shall maintain all data, records, memoranda, statements of services rendered, correspondence and copies thereof, in adequate form, detail and arrangement, for the Authority's benefit for a minimum of three (3) years following the termination or expiration of this Contract. Such information must be maintained in a secure and professionally reasonable manner. Thereafter, Contractor shall contact the Authority before disposing of any such materials and the Authority may direct that some or all of such materials be delivered to the Authority.

c) 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.

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

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

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

g) Order of Precedence. In the event of an inconsistency between provisions of this Contract, it shall be resolved by giving precedence in the following order: (1) the main body of this Contract, including Exhibits not referenced in this paragraph; (2) the RFP and (3) the Response.

h) Taxes.

1. Contractor hereby certifies that neither it, nor any of its parent or subsidiary entities, is delinquent or overdue in the payment of any tax or fee to the City or County of Philadelphia or the Commonwealth of Pennsylvania. Contractor also certifies that its Philadelphia Activity License No. is \_\_\_\_\_. Contractor further certifies that its Federal Tax ID. No. is \_\_\_\_\_.

2. As an agency of the Commonwealth of Pennsylvania, and a local government agency, the Authority is exempt from the payment of state and local sales and use and other taxes on material, equipment or other personal property. Contractor 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 Contractor is liable. In the event Contractor'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 Contractor, and Contractor 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 Contractor performance under this Contract.

i. 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.

j. Ethical Process. Contractor 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 Contractor. To the best of Contractor'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 Contractor. If such transaction comes to the knowledge of the Contractor at any time, a full and complete disclosure of such information shall be made to the Authority.

k. Prior Contracts. Contractor agrees that upon the effective Date of this Contract any prior contract between Contractor and the Authority to perform any financial services contained herein shall be considered terminated. The Hourly Fee, provided in Section 3 of this Contract, shall apply to all of the Contractor's Services as of the Effective Date.

l. 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.

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

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

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

Richard Lazer  
Executive Director

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

APPROVED AS TO FORM  
By: /s/ Steven C. Boc  
Office of General Counsel

**Contractor**

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

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

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

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

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

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

**EXHIBIT A**  
**Philadelphia Parking Authority**  
**CONTRACTOR INTEGRITY PROVISIONS**

1. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. For violation of any of these Contractor Integrity Provisions the Authority may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages

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

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

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

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

**Exhibit “B”**  
**RFP**



**Exhibit “C”  
Proposal**