

REQUEST FOR PROPOSALS FOR

Collision Repairs, Body Repairs and Refinishing 2021.1

RFP No. 21-12

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PART I

GENERAL INFORMATION TO OFFERORS

SUMMARY	
When:	Proposals must be submitted by Tuesday, July 13, 2021 at 2:00 PM.
Where:	Philadelphia Parking Authority Attention: Mary Wheeler, Manager Contract Administration 701 Market Street, Suite 5400 Philadelphia, PA 19106
How:	Proposals must be delivered by emailing one pdf file that is password protected to Mary Wheeler, mwheeler@philapark.org by Tuesday, July 13, 2021 no later than 2:00 PM. The subject line of the e-mail must be "RFP No. 21-12 Collision Repairs, Body Repairs and Refinishing 2021.1". A hard copy will also be required and will be accepted after the due date as long as the pdf proposal is received via email prior to Tuesday, July 13, 2021 at 2:00 PM.
Mandatory Pre-Proposal Meeting	<p>A mandatory virtual Pre-Proposal Meeting will be Monday, June 14, 2021 at 11:00 AM via GoToMeeting. See in formation below:</p> <p>Pre-Bid/Pre-Proposal Meeting</p> <p>Please join my meeting from your computer, tablet or smartphone. https://global.gotomeeting.com/join/763758101</p> <p>You can also dial in using your phone. United States (Toll Free): 1 866 899 4679 United States: +1 (312) 757-3117</p> <p>Access Code: 763-758-101</p> <p>New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/763758101</p> <p>Offerors must be in attendance at this meeting to be considered an eligible Offeror.</p> <p>Prospective Offerors who are having technical difficulties attending the meeting should contact Shannon Stewart for assistance, 215.837.9025.</p> <p>Please complete the Offeror Registration Form the prior to the meeting.</p>

I-1. Introduction.

This Request for Proposals (“RFP”) is being issued by the Philadelphia Parking Authority, (“Authority”), a body corporate and politic created under the laws of the Commonwealth of Pennsylvania in accordance with the Act of June 19, 2001, P.L. 287, No. 22, 53 Pd. C.S. § 5501 et seq. as amended, known as the “Parking Authority Law”. The Authority seeks to procure collision repairs, body repairs and refinishing services under a three (3) year contract with the option for two (2) one (1) year renewals. As a Request for Proposals, this is not an invitation to bid and although price is important, other pertinent factors will be taken into consideration.

I-2. Mission Statement.

The mission of the Philadelphia Parking Authority is to contribute to the economic vitality of Philadelphia and the surrounding region by effectively managing and providing convenient parking on the street, at the airport, and in garages and lots; effectively operating a system of red-light camera enforcement; 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 red light enforcement,
- Applying latest technology and continuing staff development to provide the highest quality public service with maximum efficiency.

I-3. Procurement Questions.

Prospective Offerors are encouraged to submit questions concerning the RFP in writing no later than Monday, June 28, 2021 at 2:00 PM. Questions concerning this RFP are to be submitted via email to Mary Wheeler at mwheeler@philapark.org with “RFP No. 21-12 Collision Repairs, Body Repairs and Refinishing 2021.1” listed in the subject line. Only questions submitted in writing will be addressed. The Authority will answer all questions in writing to all qualified Offerors. Any furnished answers will not be official until they have been verified, in writing, by the Authority. The Authority shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFP or formally issued as an addendum by the Authority. The Authority does not consider questions to be a protest of the Work Statement or of the solicitation.

I-4. Clarification of Instructions.

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

I-5. Restrictions of Contact.

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

I-6. Proposal Conditions.

Proposals must be delivered by emailing one pdf file that is password protected to Mary Wheeler, mwheeler@philapark.org by Tuesday, July 13, 2021 no later than 2:00 PM. The subject line of the e-mail must be "RFP No. 21-12 Collision Repairs, Body Repairs and Refinishing 2021.1". A hard copy will also be required and will be accepted after the due date as long as the proposal is received via email prior to Tuesday, July 13, 2021 at 2:00 PM. Each Offeror shall submit to the Authority the information and forms required, which forms and information shall become the property of the Authority and will not be returned to Offerors, unless a written request to withdraw is received prior to the opening of proposals. Failure to attach documents required for submittal at the time of submittal will result in the offer being rejected.

I-7. Small and Small Diverse Business Requirements.

The Authority is continually looking for opportunities available for growth and advancement among small and small diverse business through contracts to provide products, services or construction to the Authority. Offerors shall identify their status as a small and 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 at:

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

<http://www.dgs.pa.gov/Businesses/Small%20Diverse%20Business%20Program/Small-Diverse-Business-Verification/Pages/default.aspx>.

I-8. Signatures Required.

The proposals *must* be signed in all spaces where signatures are required. In cases of corporation, the signature must be that of a duly authorized officer of the corporation and officer's title must be stated. In cases of partnerships, the signature of a general partner must follow the firm name, using the term "On Behalf of the General Partner." In cases of an individual use the term "dba" (Company Name) or as sole owner.

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

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

that term in the request for proposal process, and includes the knowing submission of proposals higher than the proposal of another firm, any intentionally high or noncompetitive proposal, and any other form of proposal submitted for the purpose of giving a false appearance of competition.

6. Failure to file and attach an Affidavit in compliance with these instructions will result in disqualification of the proposal.

I-10. Insurance Requirements.

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

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

I-13. Business Licenses:

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

I-14. Rejection or Acceptance of Proposals.

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

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

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

Any form which is required to be submitted and which is incomplete, conditional, obscure, contains additions not called for and not approved by the Authority, or which contains irregularities of any kind, may be cause for rejection of the proposal, in the sole discretion of the Authority. At any time up to the hour and date set for opening of proposals, an Offeror may withdraw its proposal. Such withdrawal must be in writing and sent to the Authority at the address set forth herein by a nationally recognized overnight courier service, certified mail, return receipt requested, or delivered in person. Such withdrawal shall be effective only upon receipt by the Authority evidenced by written confirmation of such receipt and will preclude the submission of another proposal by such Offeror. After the scheduled time for opening of proposals, no Offeror will be permitted to withdraw their proposal, and each Offeror hereby agrees that their proposal shall remain firm for the contract period. A proposal made and opened may be withdrawn with the written permission of the Authority, if the Authority determines in its sole discretion that the proposal is inconsistent with the best interest of the Authority.

I-15. Unacceptable Proposals.

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

I-16. Subcontracting.

The selected Offeror shall not assign or in any way transfer any interest in this agreement, with the exception of alignment work when necessary. The subcontractor must have a state-of-the-art facility and must be approved by the Authority before work can be assigned. Any costs associated with subcontracting must be billed as direct expenses with no markup.

I-17. Notification of Offeror Selection.

The Authority will study and evaluate all proposals which are received in accordance with the instructions set forth in the proposal package and may select an Offeror or multiple Offerors and notify all other Offerors of the selection within sixty (60) days after the date the proposals are opened. Such notice shall be in writing and mailed to the address furnished by each respective Offeror in the Transmittal Letter. The selected Offeror(s) shall not start the performance of any work prior to the effective date of the Contract and the Authority shall not be liable to pay the selected Offeror for any service or work performed or expenses incurred before the effective date of the Contract. Costs incurred by the Offeror in the preparation of the proposal or during any review or negotiations shall be born exclusively by the Offeror.

I-18. Standard Practices.

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

I-19. Document Disclosure.

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

I-20. Statement of No Proposal.

All Prospective Offerors that do not intend to submit a proposal are asked to complete the Proposal Decline Form enclosed in the proposal documents. This document must be emailed to the attention of Mary Wheeler, Manager of Contract Administration at mwheeler@philapark.org. Specific comments and observations are encouraged.

I-21. Shipping and Delivery.

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

PART II

INFORMATION REQUIRED FROM OFFERORS

II-1. Proposal Format.

All proposals submitted must conform to the following format requirements. A transmittal letter signed by a person authorized to engage the Offeror in a contract must be included in your proposal. Proposals must be submitted on letter size (8 ½" x 11") paper. The point size font for text must be 10 to 12, and 6 to 8 for exhibits. All documents must contain a one-inch margin. For exhibits, 11x17 paper is acceptable. An electronic version of the Proposal Form can be provided to all prospective Offerors upon request. Forms that are altered by the offeror may be grounds for rejection of the Offerors response.

The tab requirements are as follows:

- Tab A - Transmittal Letter
- Tab B – Qualifications and Experience
- Tab C - References
- Tab D - Proposal Form
- Tab E - Insurance Requirements
- Tab F - Proposed Amendments to Contract
- Tab G - Financial Statements
- Tab H – Licenses
- Tab I - Subcontractors

II-2. Transmittal Letter (Tab A).

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

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

Offerors are to provide a summary of their experience providing the services as described in the Work Statement. Include any personnel or services that set you apart from other body repair shops or reasons why it would be most advantageous for the Authority to contract with you.

Offerors must provide supporting documentation showing a minimum of ten (10) years in business and that body repair work is your primary business.

II-4. References (Tab C).

A minimum of three (3) references, to whom similar services were provided within the last 3 years. The client references must include the name of the organization, address, email address, telephone number, individual contact person, the dates services were performed and a description of the services provided.

II-5. Proposal Form (Tab D).

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

II-6. Insurance Requirements (Tab E).

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

II-7. Proposed Amendments to Contract (Tab F).

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.

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

II-8. Financial Statements (Tab G).

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

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-9. Licenses/Certifications (Tab H).

Provide evidence of any and all required permits, licenses and certifications needed to perform the services detailed in the Work Statement. All permits, licenses and certifications must remain current during the term of the contract.

Recommended Certifications:

- ASE Certified Technicians
- Should meet OSHA regulations
- Must have a satisfactory rating from the Better Business Bureau
- I-CAR Gold Class Certifications

II-10. Subcontractors (Tab I)

Identify any subcontractor that will be used to perform alignment services. Provide company name, address and the number of years that you have had a relationship with this subcontractor.

Subcontractors for alignment services must be capable of performing state of the art two wheel & four-wheel alignments with advance knowledge on the following: ASE Certified Technicians are recommended.

- Automotive alignment and suspension fundamentals

- Basic alignment procedures and diagnosis
- Advance alignment diagnostic angles and electronics
- Alignment altered and performance vehicles
- Heavy duty truck alignment capability

PART III

CRITERIA FOR SELECTION

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

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

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

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

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

Proposals will be evaluated consistent with the requirements of this RFP and determine the most responsive 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. The technical ability and capacity of the Offeror to meet the terms of the contract as evidenced by technical response, reference feedback, financial capacity and past performance. **Weight: 60%**
- c. Proposed fees, costs, and changes to the proposed contract although the Authority is not bound to select the Offeror who proposes the lowest fees. **Weight: 25%**
- d. Small and Small Diverse Business participation. **Weight: 10%**

PART IV

WORK STATEMENT

IV-A. General.

It is the intent of the Philadelphia Parking Authority ("The Authority") to utilize the services of two (2) or more qualified full service auto body repair service providers (Contractors) for non-exclusive auto body repairs to Authority owned vehicles on an as-needed basis. Awarded contractors shall provide car and truck body repairs, and major collision repairs, which may include (but not limited to) bodywork, painting, chassis/frame straightening, mechanical repairs, glasswork, air conditioning, and front/rear wheel alignment. Contractor will complete all repairs necessary to restore the vehicle to its pre-accident condition in terms of form, fit, finish, appearance, durability, functionally, safety, and value. All such repairs shall be completed in accordance with or shall exceed industry standards in effect at time of repair.

The contractor's location must be geographically located so that transportation of damaged vehicles is feasible in relation to the work performed. Pick-up and delivery is required. All required towing will be at no cost to the Authority.

IV-B. Specific.

The awarded contractors will provide free estimates for vehicle repairs at Authority's Fleet Maintenance facility at 6801 Essington Avenue, Philadelphia, PA 19153. All estimates shall be typed or computer generated, completed and submitted for review within three (3) business days of receiving a request for an estimate. All estimates shall be complete and include all parts and charges with the exception of "hidden" damage, which may not be obvious until repairs are initiated. All Estimates shall be itemized and include the hours, parts and materials necessary for repairs. The hours and prices shall be based on the CCC ONE Crash- Estimating Guide in effect at that time. All estimates must detail, line by line, each part being repaired or replaced. References must include page and line numbers from the current CCC ONE Crash Estimating Guide in effect at the time. If a part is not listed in the CCC ONE Crash Estimating, the contractor must provide a copy of the manufacturer's list price sheet in addition to charging the same discount as bid upon off the list price. Upon estimate approval the Contractor must pick-up the vehicle within two (2) business days.

It shall be incumbent upon the successful contractor to supply the Authority with one (1) copy of the current CCC ONE Crash Estimating Guide (or equivalent cost estimating software), prior to the start of repairs and one copy of updates thereafter. No repairs shall be initiated until estimates are presented and approved by the Authority. A vehicle may be withdrawn at this point at the sole discretion of the Authority. The Authority must approve any variations from the original estimate before any work is completed. An estimate must be presented to the Authority and approved by the Authority before and any repairs for supplemental damage can be completed. These variations must be presented in writing, with detailed information to be included in the original estimate. The Authority shall reserve the right to verify, through independent appraisal, if the estimate is complete and reasonable.

At its option, the Authority may supply any tires/wheels required for a vehicle repair. All replacement repair parts must be new, unused, Original Equipment Manufactured parts for any vehicle 5 years or newer, any vehicle older than 5 years old aftermarket/economy parts will be acceptable but must be clearly indicated in written estimate. If for some reason used parts must be used because of the age of the vehicle written approval must be given by the Authority prior to any repair. Periodically during the contract term, replacement repair parts invoiced may be audited for compliance to the Work Statement, RFP and contract.

The successful contractor will guarantee the repairs against any defects in workmanship, cosmetic repairs and painting for a period of one (1) year.

Fleet Vehicle Breakdown	
Types of Vehicle	Amount of Vehicles
Sedans	75
Small SUV'S	42
Full Size SUV'S	15
12 Passenger Vans	23
Regular Size Tow Trucks(3500, 4500 & 5500 series)	46
Pickup Trucks	34
Cargo Vans(E150, 1500, 2500 series)	16
Cargo Vans-(3500 series)	14
Caravans	9
Dump Trucks(5500 series)	4

Vehicles that fall in different rate class	
Types of Vehicle	Amount of Vehicles
Freightliner M2 Trash Truck	1
International 7600 Bucket Truck	1
International 4400 Series Flatbed Tow Truck	1
International 4300 Series Wrecker	1
5500 Series Utility Body Trucks	4
International 7600 Heavy Duty Wreckers	2
Ford F750 Flatbed Tow Trucks	3
International 7600 Dump Truck	1
Volvo Tractor	1

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 F)** 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 collision repairs, body repairs, refinishing and maintenance 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 shall end three (3) years thereafter, unless it is terminated earlier pursuant to the terms of the contract. The term of the contract may be extended by and at the sole option of the Authority for two (2) one (1) year renewals.

Appendix A
Proposal Form

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

**COLLISION REPAIR, BODY REPAIRS AND REFINISHING 2021.1
RFP No. 21-12**

PROPOSAL FORM

1. The undersigned submits this proposal in response to the above referenced **RFP No. 21-12 Collision Repair, Body Repairs and Refinishing 2021.1**, being familiar with and understanding the advertised notice of opportunity, General Information, Work Statement, Proposal Form, Affidavit of Non-Collusion, and Addenda if any (the "Proposal Documents"), as prepared by the Philadelphia Parking Authority and posted on the Authority's Internet website and on file in the office of the Authority at 701 Market Street, Suite 5400, Philadelphia, PA 19106. The party submitting a proposal is the "Offeror".
2. The Authority reserves the right to withdraw and cancel this RFP prior to opening or to reject any and all proposals after proposals are opened if in the best interest of the Authority, in the Authority's sole discretion. If the Authority accepts Offeror's offer, Offeror agrees to execute a contract memorializing the proposal's terms if the contract is delivered to Offeror within 60 days of the proposal opening date. This provision will not be interpreted to preclude the execution of a contract related to this proposal outside of that 60 day period.
3. Offeror acknowledges receipt of the following addenda:

Addendum	Date
_____	_____
_____	_____
_____	_____

4. **Contract Term.** The term of the contract for RFP No. 21-12 Collision Repair, Body Repairs, and Refinishing 2021.1 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 shall end three (3) years thereafter, unless it is terminated earlier pursuant to the terms of the contract. The term of the contract may be extended by and at the sole option of the Authority for up to two (2) additional 1 (one) year terms.

5. Cost Proposal:

<u>Cars/Vans/SUV's and Light Trucks</u>	<u>Hourly Rate</u>
Body Repairs	
Painting/Refinishing	
Mechanical/Electrical	

<u>Heavy Equipment</u>	<u>Hourly Rate</u>
Body Repairs	
Painting/Refinishing	
Mechanical/Electrical	

Parts discount for Manufacturers List: _____%

Paint Materials will be paid at cost.

6. **Requirement Statement:** The undersigned Offeror agrees to provide **collision repairs, body repairs and refinishing** as specified in the Work Statement, any Addenda, if issued and the response submitted.

Signature

Name
(Please Print)

Title

Date

7. Offeror Signatures: Complete one section below.

If proposal is by a corporation, form must include the date and be signed here by (a) President or Vice President, and (b) Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Officer. If this form is not so signed, a corporate resolution authorizing form of execution must be attached to this proposal.

Signature

Typed or Printed Name

Title

Business Name of Offeror

Street Address

City/State/ZIP Code

Email Address

Telephone Number

Signature

Typed or Printed Name

Title

Date

If offer is by a business entity other than a corporation form must be dated and signed here:

Authorized Signature

Typed or Printed Name

Title

Date

Type of Entity

Business Name of Offeror

Street Address

City/State/ ZIP Code

Telephone Number

8. Affidavit of Non-Collusion:

State of: _____
County of: _____

RFP No. _____

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

I state that:

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

(2) Neither the price(s) nor the amount of this proposal, and neither the terms nor the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is an Offeror or potential Offeror, and they will not be disclosed before proposal opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal in response to this Proposal, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.

(4) The proposal of my organization is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal. I have read, understand and will abide by the Authority's Contractor Integrity Provisions.

(5) _____ (my organization's name) its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ (my organization's name) understands and acknowledges that the above representations are material and important and will be relied on by The Philadelphia Parking Authority when awarding the contract for which this proposal is submitted. I understand and my organization understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from The Philadelphia Parking Authority of the true facts relating to the submission of proposals / proposals for this contract.

SWORN TO AND SUBSCRIBED
BEFORE ME THIS ____ DAY
OF 20__

Signature

Printed Name

Notary Public
My Commission Expires: _____

9. Qualifications:

- a. **Type of business:** Individually owned
Check one Partnership
Corporation
Other

- b. **Number of employees:** Under 25
Check one Under 50
Under 100
Over 100

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

i.....

ii.....

iii.....

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

e. **Federal EIN Number:** _____

INTENTIONALLY
LEFT BLANK

Philadelphia Parking Authority

SMALL AND SMALL DIVERSE BUSINESS PARTICIPATION SUBMITTAL

RFP Name and Number: _____

Offeror: _____

Contact Name: _____ Email: _____

OFFEROR INFORMATION:

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

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

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

The Offeror will need to attach a copy of their SBPI certificate. Offeror will be required to maintain their status as a certified Small and Diverse Business throughout the entire term of the contract.

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



Proposal Decline Form: RFP No. 21-12 Collision Repair, Body Repairs and Refinishing 2021.1

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

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

Name: _____

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

Comments:

Upon completion of this form, please email the form to Mary Wheeler, Manager of Contract Administration at mwheeler@philapark.org.

Appendix B
Sample Contract

**AGREEMENT FOR
AUTO COLLISION, REPAIR AND REFINISHING SERVICES
BY AND BETWEEN
THE PHILADELPHIA PARKING AUTHORITY
AND**

Contract No. K-21-00 ____

THIS AGREEMENT effective as of this ____ day of _____, 2021, by and between **The Philadelphia Parking Authority**, an agency of the Commonwealth of Pennsylvania and a body corporate and politic, with its principal address at 701 Market Street, Suite 5400, Philadelphia, PA 19106 (the "**Authority**") and _____, a _____, with its registered address at _____ ("**Contractor**").

WITNESSETH:

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

WHEREAS, the Authority owns and operates a fleet of vehicles, which includes passenger vehicles, SUVs and tow trucks ("Fleet");

WHEREAS, the Authority, in the public interest, desires to engage a full body auto repair service provider to repair, refinish and maintain its Fleet, on an as needed basis, subject to the terms and conditions set forth herein;

WHEREAS, in order to procure such services, the Authority issued a Request for Proposals No. 21-12 "Collision Repairs, Body Repairs and Refinishing 2021.1" on _____, 2021 ("RFP"), attached hereto, marked as Exhibit "B";

WHEREAS, Contractor submitted a conforming Proposal to the RFP ("Proposal") on _____, 2021 and is in the business of providing the desired collision and body repair and refinishing services, attached hereto, marked as Exhibit "C";

WHEREAS, after due consideration and deliberation within the Authority, Contractor was selected to provide collision and body repair and refinishing services upon the successful negotiation of this Agreement and assent of the Authority's Board; and

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

1. SCOPE OF SERVICES.

The Authority hereby engages and Contractor hereby agrees to perform the following collision and body repair and refinishing services ("Services"):

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

B. To coordinate the fulfillment of this Agreement with the Authority's Project Manager, Kenneth Henshaw, Manager of Fleet Maintenance, who may be reached at 215-683-9872 or by e-mail at KHenshaw@philapark.org. However, the parties agree that only the Authority's Board or Executive Director may consent to any alteration or amendment to this Agreement, and in each such case in writing;

C. To provide all services to the Authority as directed by its Project Manager.

2. REPAIR PROCESS

A. Contractor shall assess and inspect damaged vehicles at the Authority's Fleet Maintenance facility within 24 hours of receiving notification from the Authority ("Vehicle Inspection").

B. Contractor shall provide an itemized and computer-generated estimate to the Authority within three (3) business days of the Vehicle Inspection. The estimate shall include the cost for all parts, material and labor hours necessary to complete the repairs, with a line by line itemization of each part being repaired or replaced, using the CCC ONE Crash-Estimating Guide, or equivalent cost estimating software, in effect at that time ("Estimate"). Contractor shall include a current copy of the CCC ONE Crash-Estimating Guide, or equivalent cost estimating software, with the Estimate. In the event a part is not listed in the CCC ONE Crash- Estimating Guide or equivalent cost estimating software, Contractor shall provide a copy of the manufacturer's list price sheet and charge the Authority the discounted rate as contained in Contractor's Proposal. It is understood that the Authority may withdraw a vehicle from Contractor after receiving the Estimate.

C. In the event repairs not included in the initial Estimate are required ("Supplemental Repairs"), Contractor must provide the Authority with a revised written Estimate that includes the Supplemental Repairs ("Revised Estimate"). Such Revised Estimate shall be in the same format as the initial Estimate supplied to the Authority. It is understood that the Authority may withdraw a vehicle from Contractor after receiving the Revised Estimate.

D. After receiving the Estimate or Revised Estimate, the Authority shall provide the Contractor with a written notice to proceed ("Notice to Proceed"). Upon receipt of the Notice to Proceed, Contractor must retrieve the vehicle from the Authority within two (2) business days at no additional cost to the Authority. At no point during the repair process may repairs be initiated prior to receiving the Notice to Proceed. **The Authority will not be responsible for any repairs that are initiated prior to a Notice to Proceed being issued.**

E. All replacement parts used in every repair shall be new, unused, Original Equipment

Manufactured parts for any vehicle 5 years or newer, unless Contractor receives prior written authorization from the Authority stating otherwise. For any vehicle older than 5 years, aftermarket/economy parts may be acceptable but the use of such must be clearly indicated in the Estimate. If aftermarket/economy parts must be used because of the age of the vehicle, written approval must be given by the Authority prior to any repair. At its option, the Authority may supply any tires/wheels required for a vehicle repair. Periodically during the contract term, replacement repair parts invoiced may be audited for compliance to this Agreement and the RFP. Failure to use new, unused, original Equipment Manufactured parts, without written authorization from the Authority, shall constitute a breach of this Agreement, and shall release the Authority from any and all obligations hereunder.

3. TERM

The term of this Agreement shall commence on the date first written above and shall end three (3) years thereafter, with 2 one-year options to renew at the sole discretion of the Authority, subject to the other provisions of this Agreement. The Authority shall provide 30 days' written notice of its option to renew for each one-year term permitted by this Agreement. The term of this Agreement may not be extended beyond 5 years.

4. CONSIDERATION AND PAYMENT

A. For the performance of Services described herein, the Authority will pay the Contractor in accordance with the pricing detailed in its Proposal.

B. The Contractor will invoice the Authority for Services as provided in this Agreement in a form acceptable to the Authority. All invoices must be forwarded to *Accounts Payable* at the Authority's address provided above. A copy of the invoice shall also be sent via email to the Project manager at KHenshaw@philapark.org. Included with the submitted invoice the Contractor is required to provide a written report detailing the repairs that were made.

C. At no time will Contractor be reimbursed for any administrative or overhead costs incurred by Contractor in fulfilling the terms of this agreement, including, but not limited to, any time, fees or expenses associated with Contractor's travel, fuel, lodging, food, or photocopying in connection with Contractor's Services without the advanced written approval of the Project Manager.

5. WARRANTIES

A. Contractor hereby expressly guarantees all Services performed under this Agreement against any defects in workmanship, cosmetic repairs and painting for a period of one (1) year.

B. Contractor expressly warrants that the Services performed pursuant to this Agreement and any parts used for repairs:

1. Shall strictly conform in all respects with the Estimates and descriptions provided by Contractor;

2. Shall strictly conform in all respects to any samples, drawings, specifications or other written documents presented to the Authority in connection with the sale of such goods to the Authority;

3. Shall be merchantable, fit for the purpose for which such parts are intended, shall comply with industry standards and shall conform with the description of the product provided to the Authority;

4. Shall be free from all defects, including latent defects, in workmanship and material design; and

5. Shall strictly comply, at the time of delivery, with the U.S. Occupational Safety and Health Act of 1970, as amended, all rules, regulations and orders thereunder, and any successor provisions thereto.

B. In addition to the foregoing express warranties, the parts used in any repair hereunder shall be subject to all warranties arising by operation of law. These warranties shall survive inspection, delivery, acceptance, and payment, shall run to the Authority, its officers, agents, employees, successors, assigns, customers and users of the goods and shall not be deemed to be exclusive.

C. Contractor hereby warrants that it has not taken any action that interferes with, or in any way nullifies, any applicable manufacturer's warranty.

6. NO SOLICITATION/CONFLICTS OF INTEREST

A. 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 Agreement by any conduct, including payment or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly to any Authority employee, officer or Contractor.

B. 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 must be made to the Authority.

C. Contractor hereby acknowledges receipt and acceptance of the Authority's Contractor Integrity Provisions attached hereto as Exhibit "A".

7. INABILITY OF CONTRACTOR TO PERFORM

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

8. TERMINATION FOR CONVENIENCE OF AUTHORITY

The Authority and Contractor agree that this Agreement may be terminated by the Authority with or without cause upon five (5) days' notice in writing by the Authority to Contractor. If the Agreement is terminated by the Authority, as provided herein, Contractor will be paid any compensation outstanding for the Services satisfactorily performed for the period prior to the date of termination. In such event, all memoranda, records, data, information and other documents prepared by Contractor will become the property of the Authority and must be forthwith delivered to the Authority. The payments to be made to Contractor hereunder are the Contractor's sole remedy and right with respect to termination under this paragraph.

9. GENERAL TERMS AND CONDITIONS

A. Right to Know Law Provisions.

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

2. If the Authority requires the assistance of the Contractor as to any request or other issue related to the RTKL in regard to this Agreement ("Requested Information"), it will notify the Contractor using the contact information provided in this Agreement. 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 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 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 determines 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 release 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. The Contractor’s duties relating to the RTKL are continuing duties that survive the expiration or termination of this Agreement and will continue as long as the Contractor has Requested Information in its possession.

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

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

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

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

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

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

H. Press Releases. Contractor shall obtain the prior written approval of the Authority concerning the content and timing of news releases, articles, brochures, advertisements, speeches and other information releases concerning the work performed or to be performed hereunder by Contractor, its sub-Contractors or employees or Contractors of either. Contractor agrees to give the Authority reasonable advance time for review of any material submitted to the Authority approval.

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

J. General Indemnity. Contractor will be responsible for, and will 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 the work of this Agreement or while present on the Authority's premises, and for breach of this Agreement regarding the use or nondisclosure of proprietary and confidential information where it is determined that Contractor is responsible for any use of such information not permitted by this Agreement. This indemnification obligation will not be reduced in any way by any limitation on the amount or type of damages, compensation, or benefits payable by 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.

K. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matter covered by this Agreement. No other agreement, statement, representation, understanding or promise made by any party or by any employee, officer, or agent or any party, that is not contained in this Agreement, will be binding or valid. Any revisions, additions, and/or modifications of this Agreement must be set forth in writing and signed by all parties.

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

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

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

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

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

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

R. Insurance. Contractor agrees to provide the Authority the appropriate certificates of insurance in accordance with the Insurance Requirements of the RFP.

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

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

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

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

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

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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: _____

Scott A. Petri
Executive Director

**APPROVED AS TO FORM
APPROVED AS TO FORM**

By: _____
General Counsel's Office

Contractor

Witness: _____

Print Name: _____

Print Title: _____

By: _____

Print Name: _____

Print Title: _____

Appendix C

Insurance Requirements

THE PHILADELPHIA PARKING AUTHORITY
INSURANCE REQUIREMENTS – RFP 21-01
COLLISION REPAIRS, BODY REPAIRS, AND REFINISHING 2021

Prior to commencement of the contract and until completion of work, **Vendor** 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 and environmental/pollution liability may be written on a “claims-made basis) and shall be maintained without interruption through the entire period of this agreement.

1. Workers Compensation and Employers Liability: in the State in which the work is to be performed and elsewhere as may be required and shall include, where applicable, U.S. Longshoremen’s and Harbor Workers’ Coverage.

- a) Workers’ Compensation Coverage: Statutory Requirements
- b) Employers Liability Limits not less than:

Bodily Injury by Accident:	\$500,000 Each Accident
Bodily Injury by Disease:	\$500,000 Each Employee
Bodily Injury by Disease:	\$500,000 Policy Limit

2. Commercial General Liability: including Premises-Operations, Independent Contractors, Products/Completed Operation, Broad Form Property Damage, Contractual Liability (including Liability for Employee Injury assumed under a Contract), and Personal Injury Coverage.

- a) Occurrence Form with the following limits:

- (1) General Aggregate: \$2,000,000
- (2) Products/Completed Operations Aggregate: \$1,000,000
- (3) Each Occurrence: \$1,000,000
- (4) Personal and Advertising Injury: \$1,000,000
- (5) Fire Damage (any one fire): \$ 50,000
- (6) Medical Expense (any one person): \$ 5,000

- b) General Aggregate must apply on a Per Location Basis, as applicable.

- c) Owner must be named as additional insured as shown in requirement #8.

3. Automobile Liability: (Note: if no owned vehicles, show at least hired and non-owned coverage)

- a) Coverage to include:

- (1) All Owned, Hired and Non-Owned Vehicles
- (2) Contractual Liability Coverage (including Liability for Employee Injury assumed under a Contract)

- b) Per Accident Combined Single Limit: \$1,000,000

- c) Owner must be named as additional insured as shown in requirement #8.

4. Garagekeepers Liability: Evidence of Comprehensive and Collision coverages for the duration of time when Authority vehicles are in **Vendor’s** care, custody, or control. (Note: it is acceptable if this is included in **Vendor’s** Auto policy).

5. Excess / Umbrella Liability Insurance with a minimum acceptable limit of coverage of \$2,000,000 per occurrence and aggregate. Such coverage shall be excess of the general liability insurance, business auto liability insurance, and employers liability as required by this contract. Owner must be named as additional insured as shown in requirement #8.

THE PHILADELPHIA PARKING AUTHORITY
INSURANCE REQUIREMENTS – RFP 21-01
COLLISION REPAIRS, BODY REPAIRS, AND REFINISHING 2021

6. Deductibles or Self Insured Retentions: **Vendor** is responsible to pay any and all deductibles and/or self-insured retentions that may apply to the required insurance.
7. Financial Rating of Insurance Companies:
 - a) A.M. Best Rating: A – (Excellent) or Higher
 - b) A.M. Best Financial Size Category: Class VII or Higher
8. The Philadelphia Parking Authority, The City of Philadelphia, The Commonwealth of Pennsylvania its agents, employees, representatives, officers and directors individually and collectively, shall be added as ADDITIONAL INSURED on the policies as noted above. **Vendor's** coverage shall be primary and noncontributory to any other coverage available to the Philadelphia Parking Authority, including, without limitation, coverage maintained by the Philadelphia Parking Authority wherein the Philadelphia Parking Authority is named insured, and that no act of omission shall invalidate the coverage.
9. It is agreed that **Vendor'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.
10. Waiver of Rights of Recovery and Waiver of Rights of Subrogation:
 - a) **Vendor** 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 **Vendor** pursuant to this Contract.
 - b) **Vendor** 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 **Vendor** Pursuant to this contract.
 - c) If any of the policies of insurance required under this Contract require an endorsement to provide for the waiver of subrogation set forth in (b) above, then the named insured's of such policies will cause them to be endorsed.
11. The amount of insurance provided in the aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of the **Vendor**.
12. Any type of insurance or any increase in limits of liability not described above which the Authority requires for its own protection or on account of statue shall be its own responsibility and at its own expense.
13. The carrying of insurance shall in no way be interpreted as relieving **Vendor** of any responsibility or liability under the contract.
14. Prior to the commencement of work or use of premises, **Vendor** shall file Certificates of Insurance with The Philadelphia Parking Authority, which shall be subject to The Philadelphia Parking Authority's approval of adequacy of protection and the satisfactory character of the insurer. The Certificates of Insurance should be mailed within five days of receipt of these insurance requirements to The Philadelphia Parking Authority, 701 Market Street, Suite 5400, Philadelphia, PA 19106, regardless of when your work will start. **Project description and Job Number must be shown on the Certificate of Insurance.**

THE PHILADELPHIA PARKING AUTHORITY
INSURANCE REQUIREMENTS – RFP 21-01
COLLISION REPAIRS, BODY REPAIRS, AND REFINISHING 2021

In the event of a failure of **Vendor** 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 **Vendor** who agrees to furnish all necessary information thereof and to pay the cost thereof to The Philadelphia Parking Authority immediately upon presentation of an invoice.

15. Failure of **Vendor** to obtain and maintain the required insurance shall constitute a breach of contract and **Vendor** will be liable to the Philadelphia Parking Authority for any and all cost, liabilities, damages, and penalties (including attorney's fees, court, and settlement expenses) resulting from such breach, unless the Philadelphia Parking Authority provides **Vendor** with a written waiver of the specific insurance requirement.
16. None of the requirements contained herein as to the types, limits, or PPA's approval of insurance coverage to be maintained by **Vendor** are intended to and shall not in any manner, limit, qualify, or quantify the liabilities and obligations assumed by **Vendor** under the Contract Documents, any other agreement with the PPA, or otherwise provided by law.
17. If work involves subcontractors, **Vendor** shall require all subcontractors (of every tier) to meet the same insurance criteria as required of **Vendor**. The subcontractor's insurance must name the PPA as additional insured. **Vendor** shall maintain each subcontract's certificate of insurance on file and provide such information to the PPA for review upon request.
18. Failure of **Vendor** to provide insurance as herein required or failure of PPA to require evidence of insurance or to notify **Vendor** of any breach by **Vendor** of the requirements of this Section shall not be deemed to be a waiver of any of the terms of the Contract Documents, nor shall they be deemed to be a waiver of the obligation of **Vendor** to defend, indemnify, and hold harmless the indemnified parties as required herein. The obligation to procure and maintain any insurance required is a separate responsibility of **Vendor** and independent of the duty to furnish a copy or certificate of such insurance policies.