# **REQUEST FOR PROPOSALS FOR**

# INSURANCE BROKER AND RISK MANAGEMENT SERVICES RFP No. 22-22

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# **PART I**

# **GENERAL INFORMATION TO OFFERORS**

When:	Proposals must be submitted by Friday, February 24, 2023, at 12:00 PM.
Where:	Philadelphia Parking Authority Attention: Shannon Stewart, Manager of Contract Administration 701 Market Street, Suite 5400
	Philadelphia, PA 19106
How:	Proposals must be delivered in a sealed package via mail, certified mail, return receipt requested (to include commercial delivery services) or by hand-delivery no later than Friday, February 24, 2023, at 12:00 PM. Whether mailed or hand-delivered, all envelopes must display the Offeror's name and "RFP No. 22-22 Insurance Broker and Risk Management Services" must be boldly and clearly handwritten (not typewritten). All proposals must be presented with one <b>(1) original and seven (7) copies</b> , individually numbered, and an electronic version consisting of <b>one PDF file</b> .
Mandatory Pre- Proposal Meeting	A mandatory Pre-Proposal Meeting will be held in the offices of the Authority, 701 Market Street, Suite 5400, Philadelphia, PA 19106 on Friday, January 27, 2023, at 11:00 AM. Offerors may attend in-person or virtually via Microsoft Teams. See meeting information below:
	Pre-Proposal Meeting
	Join on your computer, mobile app or room device
	Click here to join the meeting
	Meeting ID: 292 334 292 92
	Passcode: dAkwEU
	Download Teams   Join on the web
	Or call in (audio only)
	<u>+1 929-346-7319,,773858435#</u> United States, New York City
	Phone Conference ID: 773 858 435#
	Find a local number Reset PIN
	Learn More
	Offerors must be in attendance at this meeting to be considered an eligible Offeror.
	Prospective Offerors who are having technical difficulties attending the meeting should contact Shannon Stewart for assistance, 215.837.9025.
	Prior to attending the meeting Offerors must register using the Offeror Registration Form.

#### I-1. Introduction.

This Request for Proposals ("RFP") is being issued by the Philadelphia Parking Authority, ("Authority"), a body corporate and politic created under the laws of the Commonwealth of Pennsylvania in accordance with the Act of June 19, 2001, P.L. 287, No. 22, 53 Pd. C.S. § 5501 et seq. as amended, known as the "Parking Authority Law". The Authority seeks a qualified professional insurance broker to provide comprehensive brokerage services under a one (1) year contract. The term of the contract may be extended by and at the sole option of the Authority for up to 4 (four) additional one-year renewals.

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

### I-2. Mission Statement.

The mission of the Philadelphia Parking Authority is to contribute to the economic vitality of Philadelphia and the surrounding region by effectively managing and providing convenient parking on the street, at the airport, and in garages and lots; effectively operating a system of red-light camera 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 Friday, February 10, 2023 at 12:00 PM. Questions concerning this RFP are to be submitted via email to Shannon Stewart at <u>sstewart@philapark.org</u> with "RFP No. 22-22 Insurance Broker and Risk Management Services" 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 Shannon Stewart,

Manager of Contract Administration via email at <u>sstewart@philapark.org</u> 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, <u>www.philapark.org</u>.

### I-5. Restrictions of Contact.

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

## I-6. Proposal Conditions.

Sealed proposals must be received in the office of the Philadelphia Parking Authority, addressed to Shannon Stewart, 701 Market Street, Suite 5400, Philadelphia, PA 19106, by Friday, February 24, 2023, no later than 12:00 PM. Each Offeror shall submit to the Authority the information and forms required, which forms, and information shall become the property of the Authority and will not be returned to Offerors, unless a written request to withdraw is received prior to the opening of proposals. Failure to attach documents required for submittal at the time of submittal 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:

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

#### I-8. Signatures Required.

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

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

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

form of proposal submitted for the purpose of giving a false appearance of competition.

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

### I-10. Insurance Requirements.

The successful Offeror will be required to submit Insurance Coverage as outlined in *Appendix C*. Offeror's must submit with their proposal a sample certificate of insurance from a recent project that meets the requirements. If you do not currently carry the level of insurance that is required, you must submit a letter from your insurance company indicating that they will provide the required insurances as outlined in this RFP if awarded a contract. If you would like to request a waiver or relief for any coverages required, you must submit that request during the question period and allow the Authority to respond via addendum.

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

## I-11. Executed Contract Required.

By submitting a proposal in response to this RFP the Offeror agrees that the Authority will not be bound to any contract, performance or payment obligation until the Authority's Board votes to award a contract to the successful Offeror <u>and</u> 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 **<u>must be clearly noted</u> <u>in the proposal</u> (Tab I)** 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 notification of selection. If the Offeror does not believe that it needs a Philadelphia Activity License, an explanation with references to statute and/or the Philadelphia Code should be included with the proposal.

## I-14. Rejection or Acceptance of Proposals.

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

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

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

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

### I-15. Unacceptable Proposals.

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

#### I-16. Subcontracting.

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

#### I-17. Notification of Offeror Selection.

The Authority will study and evaluate all proposals which are received in accordance with the instructions set forth in the proposal package and 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 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 <u>may</u> be protected from public release by certain terms of Pennsylvania's Right to Know Law (65 P.S. §§67.101–67.3104), Pennsylvania's Procurement Code, or other laws, many documents may not be protected. All Offerors are advised to seek counsel or otherwise educate themselves regarding open records laws and regulations in Pennsylvania.

#### I-20. Statement of No Proposal.

All Prospective Offerors that do not intend to submit a proposal are asked to complete the Proposal Decline Form enclosed in the proposal documents. This document must be emailed to the attention of Shannon Stewart, Manager of Contract Administration at <u>sstewart@philapark.org</u>. 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  $\frac{1}{2}$ " x 11") paper. The point size font for text must be 12 to 14. 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 - Key Personnel Tab D - References Tab E - Fee Proposal Tab F - Proposal Form Tab G - Technical Response Tab H - Evidence of Insurance Tab I - Proposed Amendments to Contract Tab J - Financial Statements
- Tab K Disclosure of Legal Actions

#### 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. Indicate if you have an office local to Philadelphia. 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 (B).

Offerors must have a minimum of eight (8) years' experience in providing the services described in this RFP.

Offerors are to provide a summary of their firm's qualifications and experience representing government agencies in the Commonwealth of Pennsylvania with regard to the Work Statement set forth in this RFP. Discuss and describe the experience your company has in servicing and understanding the unique needs and exposures of the Authority in relation to size and resources. Experience shown should be work done by individuals who will be assigned to this account. Provide a comprehensive list of government clients managed by your firm nationwide.

Describe the structure of your organization, including the number of employees and available resources locally, nationally, and globally. Describe your areas of specialization, specifically including the resources your organization possesses in support of these areas of specialization. Also, provide a copy of your most recent annual report. If not provided in your annual report, provide the annual volume of premiums handled by your company.

#### II-4. Key Personnel (Tab C).

Include the number, and names where practicable, of executive and professional personnel, analysts, auditors, researchers, programmers, consultants, etc., who will be engaged in the work. Provide an organizational chart of the team who will be servicing the Authority's account. Show where these personnel will be physically located during the

time they are engaged in the work. Include through a resume or similar document education and experience in Insurance Broker and Risk Management Services. Indicate the responsibilities each will have in the project and how long each has been with your company.

Resumes are to include educational qualifications and previous work assignments that relate to this RFP. The primary employee anticipated to represent the Authority must be named. Include any personnel or services that set you apart from other insurance broker and risk management firms or reasons why it would be most advantageous for the Authority to contract with you.

### II-5. References (Tab D).

A minimum of three (3) Government preferred 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-6. Fee Proposal (Tab E).

The firm's only permitted source of income, revenue or compensation earned in connection with any Authority account is the annual fixed flat rate paid by the Authority. Any other source of income, revenue, consideration or compensation, including, but not limited to, commissions and overrides received by the consultant in connection with an Authority account, must be disclosed and remitted to the Authority or subtracted from the annual fee proposed.

Fee schedule is:

(1) For the First Term of the Agreement: \$\_\_\_\_\_ (ending June 30, 2024).

(2) For the Second Term of the Agreement: \$\_\_\_\_\_ (ending June 30, 2025).

(3) For the Third Term of the Agreement: \$\_\_\_\_\_ (ending June 30, 2026).

(4) For the Second Term of the Agreement: \$\_\_\_\_\_ (ending June 30, 2027).

(5) For the Third Term of the Agreement: \$\_\_\_\_\_ (ending June 30, 2028).

In the event the Agreement is renewed after the first term expires, the annual fee will be paid in four quarterly installments on June 30, September 30, December 30, and March 30 of the term.

#### II-7. Proposal Form (Tab F).

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

#### II-8. Technical Response (Tab G).

Describe in narrative form your technical plan for accomplishing with work. Use the Work Statement in Part IV of the RFP as your reference point. Describe your strategy and plans for policy renewals and marketing. Include your approach to evaluating insurers and your method of presenting your findings to the Authority. Provide details of industry training/updates that are available free of charge to employees of the Authority.

#### II-9. Insurance Requirements (Tab H).

The successful Offeror will be required to submit Insurance Coverage as outlined in *Appendix C*. Offerors must submit with their proposal a sample certificate of insurance from a recent project that meets the requirements. If you do not currently carry the level of insurance that is required, you must submit a letter from your insurance company indicating that they will provide the required insurances as outlined in this RFP if awarded a contract. If you would like to request a waiver or relief for any coverages required, you must submit that request during the question period and allow the Authority to respond via addendum.

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

#### II-10. Proposed Amendments to Contract (Tab I).

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 <u>must be</u> <u>clearly noted in the proposal</u> in order to be considered.

### II-11. Financial Statements (Tab J).

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".

The Authority will maintain the confidentiality of financial information submitted by an Offeror. That information will be reviewed by professionals in the Authority's Finance Department and will not otherwise be released, disseminate, or shared with any third party absent legal mandate and advanced notice to the bidder.

Financial information submitted in response to an RFP is generally exempt from disclosure under Pennsylvania's Right to Know Law. 65 P.S. § 67.708(b)(26). The Authority will not sign non-disclosure agreements related to an Offeror's financial information. A proposal submitted without the required financial information may be considered nonresponsive, rejected, and not considered for award.

### II-12. Disclosure of Legal Actions (Tab K).

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.

# 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 regarding 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 to secure the services 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 regarding the Work Statement outlined in the RFP.	Weight: 30%
c.	The technical ability and capacity of the Offeror to meet the terms of the contract as evidenced by technical response, reference feedback and past performance.	Weight: 30%
d.	Proposed schedule and fees. The Authority is not bound to select the Offeror who proposes the lowest fees.	Weight: 25%
e.	Small and Small Diverse Business participation.	Weight: 10%

# **PART IV**

# WORK STATEMENT

#### IV-1. General.

The Philadelphia Parking Authority ("Authority") is seeking the services of a qualified professional insurance broker to provide comprehensive brokerage services. The selected Offeror will coordinate with the Authority's Project Manager for the implementation of the services. The expected brokerage services will be generally related to the following types of Authority insurance products (in certain circumstances including Authority affiliate coverage) including but not limited to:

- Property/B&M
- Comprehensive General Liability
- Excess General Liability
- Umbrella Liability
- Directors and Officers Liability
- Employment Practices Liability
- Automobile Liability
- Garage Keepers Liability
- Commercial Crime
- Workers Compensation
- Surety Bonds
- Cyber Liability
- Active Shooter Liability (new coverage desired, the Authority does not currently carry this coverage)

#### IV-2. Specific.

The duties of the insurance broker will include but are not limited to the following:

#### A. Insurance Broker Services

- 1. Assign an experienced Account Manager to the Authority who will be responsible for communication with the Authority. The Account Manager, along with any other team members assigned, must be available daily to the Authority for advice and consultation on insurance program related issues and concerns. Company must identify the office from which the Authority account would be serviced.
- 2. Conduct coverage analysis and selection of appropriate Property, Contractors Equipment, Builders Risk and Business Income values utilizing existing Property appraisals, income statements and other available documentation. Provide risk assessments for these exposures as well as for other coverage exposures whether currently insured or not.
- 3. Provide recommendations for appropriate program structures, including appropriate deductibles, retentions, and policy limits, based on the loss analysis and the Authority's desired level of risk retention.
- 4. Assure that insurance policies are placed with reputable and financially responsible insurers in accordance with A.M. Best and other credit rating agencies. Keep the Authority informed of any changes in the financial rating of its insurers, make recommendations and take appropriate actions based upon such changes.
- 5. Assist the Authority in the completion of all applications, documents and gathering of data that may be requested by insurance companies.
- 6. Development of criteria for an identification of qualified insurers and, when appropriate, giving due consideration to all insurance markets throughout the world, including, but not limited to, domestic stock

and mutual companies, reciprocals, Lloyds, foreign companies and other markets. No insurance carrier shall be utilized that is not acceptable to the Authority.

- 7. Solicit proposals from insurance carriers, review and evaluate the proposal submitted, and make recommendations to the Authority as to such proposals.
- 8. With the consent of the Project Manager as to terms and conditions, negotiate for the Authority's consideration and selection insurance policy coverages to appropriately protect the insurable assets of the Authority on a net of commission basis.
- 9. Review insurance policies upon receipt to verify conformance to the specifications and negotiations and, as necessary, request and monitor required changes.
- 10. On a basis of any relevant information received from the Authority, finalization of manuscript policies and preparation of all materials required in connection with soliciting insurance carriers.
- 11. Review and evaluate all premium audit statements and invoices, including verification of all premiums, provide notice of changes in premiums or terms and conditions, cancellation and all communications from insurers.
- 12. Review and process endorsements, exceptions and other changes to insurance policies, including explanation and recommendations to the Authority and implementation of the Authority's decisions.
- 13. Issue required Certificates of Insurance requested by the Authority and maintain a list of all certificate holders.
- 14. Provide the Authority with an insurance schedule for all coverages maintained by the Authority.
- 15. Review and provide binders, policies, endorsements and certificates of insurance for all insurance coverages managed by the broker on behalf of the Authority. Broker must indicate its internal standards for timely delivery of the above.
- 16. Company shall interact with, assist and keep informed any existing insurer or third-party administrator used by the Authority for policy periods preceding the date of this Agreement as necessary to manage risk to the Authority.
- 17. Evaluate on an ongoing basis the operating exposures, various insurance policy coverage terms, conditions, limits and deductibles and make recommendations to enhance coverage, improve cash flow, and reduce overall cost of risk of the Authority.
- 18. Continuously update the Authority on emerging market and exposure trends and benchmark the Authority premium rates, limits, retentions and loss experience with other similar organizations and provide recommendations for improvement.
- 19. Work with the Authority to develop renewal strategies. Obtain and evaluate competitive coverage proposals from various insurance companies or other represented service providers.
- 20. Coordinate and oversee the performance of all related services performed by insurance companies, underwriters, adjusters and/or other arranged or bundled service providers.
- 21. Provide such other services related to placed and managed insurance coverage as the Authority may reasonably request.

#### B. Risk Management Services

- 1. Upon receipt of notice of any claim against the Authority identify the appropriate insurer based on the nature of the claim and place the insurer on notice of the claim to preserve the Authority's insurance coverage related to the noticed incident.
- 2. Periodically review and identify changes in the Authority's loss exposure.
- 3. Assist the Authority in establishing, implementing, administering, and monitoring a safety and loss prevention program. This will include on-site facility inspections and training of Authority employees by qualified Company employees or agents.
- 4. Assist the Authority in the monitoring of losses and processing of claims under the insurance policies.
- 5. Work with the Authority personnel to provide advice regarding any Third-Party Administrator Claims Management Services.
- 6. Meet with the Authority personnel and third-party administrators or insurers and counsel as appropriate (typically done on a quarterly basis) to discuss any of the items listed in scope of services identified above and to conduct a claims review meeting.
- 7. Assist the Authority's Director of Risk Management with the development of an agency-wide Risk Management Plan to include the identification, analysis, monitoring and control of risk to decrease the probability and impact of events adverse to the Authority's interests.
- 8. The Insurance Broker will work with our Actuarial Consultants in the capacity to provide reports, data and information that would pertain to the period(s) requested in a timely manner. The Broker will work directly with our assigned actuary to facilitate the transfer of data and required information. The Parking Authority will work in the role as facilitator to ensure all information is clearly communicated to the Broker and expedite all requests that would originate with the Actuary Consultant.

#### C. Third Party Insurance/Bonding Recommendations

- 1. Assist the Authority in securing sufficient insurance coverage and limits of liability needed from contractors and subcontractors dealing with the Authority, including:
  - a. The analyzation of the subject matter of the proposed contract and recommend coverages and limits tailored the proposed lease, service, or product to be provided to the Authority (not boiler plate recommendations).
  - b. The duty to provide strategic analysis and make insurance and liability recommendations regarding the Authority's pursuit of contractors through its procurement process, such as through public bidding, requests for proposals, etc.
  - c. Provide recommendations for bonding requirements regarding the Authority's pursuit of contractors through its procurement process, such as through public bidding, requests for proposals, etc.

#### D. Stewardship Report

- 1. Provide an annual service report to the Authority on or before March 30 of each year during the term of this Agreement. Such report shall include:
  - a. A complete list of insurance coverage in force.
  - b. An evaluation of the overall program.
  - c. A summary of prior objectives and achievements.

- d. A synopsis of financial funding aspects of the program.
- e. A summary of claims administration and loss prevention services provided.
- f. Recommendations for modifications.
- g. A forecast of market conditions and renewal costs.
- h. A detailed summary of fees and commissions received during the service period.
- i. Commentary on any other developments or issues with respect to the program or the Authority's business.
- 2. All reports, calculations, estimates and other documents, data or information prepared by Company pursuant to the Scope of Services shall remain the property of the Authority and Company shall not have the right to use, duplicate or disclose such data or materials, in whole or in part, in any manner and for any purpose whatsoever, without the prior written approval of the Authority.

Note: The Philadelphia Parking Authority appoints outside counsel as necessary, all potential insurers must be made aware of the Authority's control over the selection of counsel in all matters. Insurers should be made aware that in all matters requiring attorney representation, the Authority alone will select and direct legal activities, with the understanding that the insurer may have input as to resolution and strategy.

# 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 <u>must be clearly noted in the proposal</u> (Tab I) in order to be considered.

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

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

**V-2.** Contract Term. The term of the contract shall commence upon award of a contract by the Authority's Board at a public meeting and execution of a contract by the Executive Director and shall end one year thereafter unless it is terminated earlier pursuant to the terms of the contract. The term of the contract may be extended by and at the sole option of the Authority for up to 4 (four) additional one-year renewals.

Appendix A Proposal Form

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

INSURANCE BROKER AND RISK MANAGEMENT SERVICES RFP No. 22-22

## **PROPOSAL FORM**

- 1. The undersigned submits this proposal in response to the above referenced **RFP No. 22-22 Insurance Broker and Risk Management Services**" being familiar with and understanding the advertised notice of opportunity, General Information, Work Statement, Proposal Form, Affidavit of Non-Collusion, and Addenda if any (the "Proposal Documents"), as prepared by the Philadelphia Parking Authority and posted on the Authority's Internet website and on file in the office of the Authority at 701 Market Street, Suite 5400, Philadelphia, PA 19106. The party submitting a proposal is the "Offeror".
- 2. The Authority reserves the right to withdraw and cancel this RFP prior to opening or to reject any and all proposals after proposals are opened if in the best interest of the Authority, in the Authority's sole discretion. If the Authority accepts Offeror's offer, Offeror agrees to execute a contract memorializing the proposal's terms if the contract is delivered to Offeror within 60 days of the proposal opening date. This provision will not be interpreted to preclude the execution of a contract related to this proposal outside of that 60-day period.
- **3.** Offeror acknowledges receipt of the following addenda:

Addendum	Date

4. **Contract Term.** The term of the contract shall commence upon award of a contract by the Authority's Board at a public meeting and execution of a contract by the Executive Director and shall end one year thereafter unless it is terminated earlier pursuant to the terms of the contract. The term of the contract may be extended by and at the sole option of the Authority for up to 4 (four) additional one-year renewals.

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

Signature

Name (Please Print)

Title

Date

# Offeror Signatures: Complete <u>one</u> 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

6.

Typed or Printed Name

Title

Business Name of Offeror

Street Address

City/State/ZIP Code

**Email Address** 

Telephone Number

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

Authorized Signature

Typed or Printed Name

Title

Date

Type of Entity

Business Name of Offeror

City/State/ ZIP Code

Street Address

**Telephone Number** 

**PROPOSAL FORM** 

PAGE 3

\_\_\_\_\_

Date

Typed or Printed Name

Title

Signature

#### 7. 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:	

#### 8. 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:

İ.....

II.....

iii.....

d. Philadelphia Business Activities License Number: \_\_\_\_\_

e. Federal EIN Number:\_\_\_\_\_

# **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 Procure	ement Initiative certificate issued by the Pennsylvania		
Department of General Services?	□ Yes □ No ( <u>MUST</u> 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. **This form must be completed and submitted with your proposal.** If you do not participate in the Small Business Procurement Initiative, please check the box for "No" and submit with your proposal.

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



## Proposal Decline Form: RFP No. 22-22 Insurance Broker and Risk Management Services

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
- $\hfill\square$  We do not offer this product or service
- $\hfill\square$  Our schedule would not permit us to perform
- Unable to complete Work Statement
- Unable to meet Bond/Insurance Requirements
- □ Work Statement unclear (explain below)
- □ Unable to meet Insurance Requirements
- □ Unable to meet Contract Requirements (explain below)
- □ Other (specify below)

#### Comments:

Upon completion of this form, please email the form to Shannon Stewart, Manager of Contract Administration at <u>sstewart@philapark.org</u>. A link to the electronic version of this form can be found on our website or by clicking this link, <u>https://app.smartsheet.com/b/form/0de830f136514f65813d631c6f1f8aa2</u>.

Appendix B Sample Contract

# CONTRACT FOR INSURANCE BROKERAGE AND RISK MANAGEMENT SERVICES

Contract No. K-22-0091

This Contract for Insurance Broker and Risk Management Services ("Contract") is entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2023 by and between **The Philadelphia Parking Authority**, an agency of the Commonwealth of Pennsylvania and a body corporate and politic, with its principal address at 701 Market Street, Suite 5400, Philadelphia, PA 19106 ("Authority") and \_\_\_\_\_\_ with a principal place of business at \_\_\_\_\_\_ ("Contractor").

#### RECITALS

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

**WHEREAS**, the Authority desires to engage a professional insurance brokerage firm to provide insurance brokerage and risk management services to the Authority;

WHEREAS, the Authority determined that it is was not advantageous for it to use a bidding process in order to secure the insurance brokerage and risk management 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. 22-22 "Insurance Broker and Risk Management Services" ("RFP") to secure a professional insurance brokerage firm to provide the services. The RFP is attached hereto as Exhibit "B" and incorporated into this Contract as if set forth fully herein;

WHEREAS, the Contractor submitted an offer in response to the RFP on \_\_\_\_ 2023 ("Response"). The Response is attached hereto as Exhibit "C" and incorporated into this Contract as if set forth fully herein; and

**WHEREAS**, the Contractor has represented that it is qualified and duly licensed and registered to provide insurance brokerage and risk management services to the Authority as further provided herein.

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

1. <u>Definitions</u>. 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 insurance brokerage and risk management services. The primary point of contact for the Contractor will be the Authority's Director of Risk Management, Alanna D. Buchanan.

2. <u>Services</u>.

(a) Contractor will provide insurance brokerage and risk management services to the Authority in accordance with the work statement provided in Part IV of the RFP and Tab \_\_\_\_\_ of the Response ("Services").

(c) Contractor has assigned and the Authority has accepted the following employee(s) of Contractor to provide Services during the term of this Contract, subject to the provisions of subsection (d):

(d) The Authority, in its sole discretion, may direct Contractor to remove an employee from the approved list of employees provided in subsection (c). 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.

3. <u>Compensation</u>. In accordance with the Response submitted by the Contractor, the Authority will pay Contractor a fixed fee ("Fixed Fee") for the Services provided pursuant to the following fee schedule:

TERM	Price Per Term
First Term (ending June 30, 2024)	\$
Second Term (ending June 30, 2025)	\$
Third Term (ending June 30, 2026)	\$
Fourth Term (ending June 30, 2027)	\$
Fifth Term (ending June 30, 2028)	\$

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 the Services provided by Contractor without the advanced written approval of the Authority's Executive Director.

4. <u>Term of Contract</u>.

a) The term of this Contract shall commence on the Effective Date and shall end 1 year thereafter, with 4 one-year Options to Renew at the sole discretion of the Authority, subject to the other provisions of this Contract ("Term"). The Term shall automatically be extended for the available one-year renewal term, subject to termination as provided in this Contract, if the Authority does not provide notice to Contractor by December 31<sup>st</sup> of each Term year of its intent to not renew the 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 Services provided by Contractor to another contractor 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 15.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.

c) In the event the Authority exercises its right to renew this Contract after the expiration of the First Term, the Fixed Fee for the applicable Term will be paid by Contractor in four (4) equal quarterly installments on June 30, September 30, December 30, and March 30 of that Term.

## 5. <u>Notice of Claim.</u>

a) The Authority and Contractor will conduct a conference call within five (5) calendar days after the Effective Date to discuss administrative procedures relating to the Services.

b) Contractor must electronically notify the Authority's Director of Risk Management and the Authority's Office of General Counsel within seventy-two (72) hours of its receipt of a Notice of Claim submitted by the Authority and provide the name of the insurance carrier that will handle the claim.

c) Contractor must keep the Authority's Director of Risk Management and the Authority's Office of General Counsel reasonably informed as to the status of any Notice of Claim submitted by the Authority to the Contractor.

d) Timely performance is a primary consideration in this Agreement, and, therefore, time is expressly made of the essence with respect to any Notice of Claim submitted by the Authority to the Contractor.

6. <u>Billing</u>. When in the course of providing Services, Contractor shall submit invoices to the Authority's Accounts Payable department in such form as the Authority may direct.

7. <u>Consultation</u>. The Contractor shall consult with and keep the Authority's Director of Risk Management fully informed as to any matters covered by this Contract. The Contractor will not make any offer, proposal, or compromise without the written consent of the Authority's Executive Director.

8. <u>Subcontracting, Key Personnel, and Experts</u>. 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. <u>Ownership Rights</u>. 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.

10. <u>Modification or Changes</u>. 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.

11. <u>Conflict of Interest</u>. 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.

12. <u>Inability to Perform</u>. 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.

13. <u>License to Perform Services</u>. 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.

14. <u>Independent Contractor</u>. 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.

15. <u>Termination Provisions</u>. 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) <u>Termination for Convenience</u>. 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) <u>Termination for Cause</u>. 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.

16. <u>Integration Clause</u>. This Contract, including all referenced documents, constitutes the entire agreement between the parties. 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.

17. <u>Nondiscrimination/Sexual Harassment</u>. 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.

18. <u>Integrity Provisions</u>. Contractor agrees to comply with the Contractor Integrity Provisions, which are attached hereto as Exhibit "A" and incorporated by reference.

19. <u>Indemnity</u>. 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.

20. <u>Insurance</u>. The Contractor represents and warrants that it carries insurance in the forms and amounts required in the RFP.

21. <u>Notice</u>.

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.

22. <u>Applicable Law</u>. 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.

### 23. <u>General Provisions</u>.

### 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 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 Agreement and shall continue as long as the Contractor has Requested Information in its possession.

b) <u>Maintenance of Records</u>. 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 Agreement. 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) <u>Force Majeure</u>. 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) <u>No Third-Party Beneficiaries</u>. There are no third-party beneficiaries to this Contract.

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

f) <u>Captions</u>. The captions and introductory paragraphs of this Contract are a part of this Contract.

g) <u>Order of Precedence</u>. 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 assesses against the Authority as a result of Contractor performance under this Contract.

i. <u>Waiver</u>. 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. <u>Ethical Process</u>. 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. <u>Prior Contracts</u>. Contractor agrees that upon the Effective Date of this Contract any prior contract between Contractor and the Authority to perform any Services shall be considered terminated. The terms of service, including those applicable to the Fixed Fee provided in Section 3 of this Contract shall apply to all of the Contractor's Services as of the Effective Date.

l. <u>Separation Clause</u>. If any provision of this Agreement, or the application of any provision to any person or circumstances, is held invalid or unenforceable, the remainder of this Agreement and the application of such provision(s) to other persons or circumstances shall remain valid and enforceable.

# SIGNATURE PAGE TO FOLLOW

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

# The Philadelphia Parking Authority

Attest:	By: Richard Lazer
Print Name:	Executive Director
Print Title:	
	Effective Date:
	APPROVED AS TO FORM
	By: Office of General Counsel
	Contractor
Witness:	By:
Print Name:	Print Name:
Print Title:	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 of 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" Contractor's Response

Appendix C Insurance Requirements

#### THE PHILADELPHIA PARKING AUTHORITY <u>INSURANCE AND INDEMNIFICATION REQUIREMENTS</u> <u>RFP No. 22-22 INSURANCE BROKER AND RISK MANAGEMENT SERVICES</u>

Prior to commencement of the contract and until completion of your work, \_\_\_\_\_\_\_ 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 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.

- <u>Workers' Compensation and Employers Liability:</u> 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. <u>Commercial General Liability:</u> 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			

- c) Owner must be named as additional insured as shown in requirement #10 unless
  - agreed to by the Authority in writing.
- 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 #10.
- 4. Excess / Umbrella Liability Insurance with a minimum acceptable limit of coverage of \$2,000,000 (or the final limit decided to be appropriate) per occurrence and aggregate. Such coverage shall be excess of the general liability insurance, business auto liability insurance, employers' liability & cyber liability as required by this contract. Owner must be named as additional insured as shown in requirement #10. If the excess liability does not cover over the cyber liability insurance, then the required minimum cyber liability insurance limit will be \$2,000,000.
- 5. <u>Professional (E&O) Liability Insurance</u> with minimum acceptable limits of \$2,000,000 per claim, \$5,000,000 aggregate. Claims-made is acceptable.

- 6. If any work involves web-based or cyber services <u>Cyber Liability Insurance</u>, including 3<sup>rd</sup> party privacy, with minimum limits of \$1,000,000 per claim and excess limits as described in requirement #4 above. Owner must be named as additional insured as shown in requirement #10.
- 7. <u>Deductibles or Self-Insured Retention's: "if applicable"</u>

shall be responsible to pay any and all deductibles and/or self-insured retentions that may apply to the required insurance.

- 8. Financial Rating of Insurance Companies:
  - a) A.M. Best Rating: A- (Excellent) or Higher
  - b) A.M. Best Financial Size Category: Class VII or Higher
- 9. It is agreed that \_\_\_\_\_\_ insurance will not be cancelled, materially changed or nonrenewed 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) \_\_\_\_\_\_ 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 \_\_\_\_\_\_ pursuant to this Contract.

b) \_\_\_\_\_\_ 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 \_\_\_\_\_\_ Pursuant to this contract.
c) If any of the policies of insurance required under this Contract require an endorsement to provide for the

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 \_\_\_\_\_.

None of the requirements contained herein as to the types, limits, or Philadelphia Parking Authority's approval of insurance coverage to be maintained by \_\_\_\_\_\_ are intended to and shall not in any manner, limit, qualify, or quantify the liabilities and obligations assumed by \_\_\_\_\_\_ under the Contract Documents, any other agreement with \_\_\_\_\_\_, or otherwise provided by law.

- 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 \_\_\_\_\_\_ of any responsibility or liability under the contract.
- 14. Prior to the commencement of work or use of premises, \_\_\_\_\_\_\_\_\_ 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, Contract Administrator, 701 Market Street, Suite 5400, Philadelphia, PA 19106, regardless of when your work will start. Project description and Job Number must be shown on the Certificate of Insurance.

In the event of a failure of \_\_\_\_\_\_\_ 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 \_\_\_\_\_\_ 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 \_\_\_\_\_\_ to obtain and maintain the required insurance shall constitute a breach of contract and \_\_\_\_\_\_ 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 \_\_\_\_\_\_ 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 \_\_\_\_\_\_ are intended to and shall not in any manner, limit, qualify, or quantify the liabilities and obligations assumed by \_\_\_\_\_\_ under the Contract Documents, any other agreement with the PPA, or otherwise provided by law.

# Appendix D Supplemental Information

- 1. List of Authority Equipment & Vehicles
- 2. Payroll Expense Report
- 3. Schedule of Authority Properties
- 4. 2022-2023 Insurance Program Summary
- 5. Information available upon Award

Appendix D-1. List of Authority Equipment & Vehicles

AUTHORITY EQUIPMENT				
YEAR	MAKE	MODEL		
2008	INGERSOLL COMPRESSOR			
2007	ATLV4300 SWEEPER			
2007	NILFISK SWEEPER RS501			
2020	CASE	SR270		
2007	САМ	6CAM18STT		
2011	КИВОТО	MINI EXCAVATOR		
	GAS CAN WITH FUMES RING			
	GAS CAN WITH FUMES RING			
	DIESEL CAN WITH FUMES RING			
	DIESEL CAN WITH FUMES RING			
	GAS CAN WITH FUMES RING			
	GAS CAN WITH FUMES RING			
	GAS CAN WITH FUMES RING			
	GAS CAN WITH FUMES RING			
	GAS CAN WITH FUMES RING			
	GAS CAN WITH FUMES RING			
2014	КИВОТО			
2022	72" CHANNEL UTILITY TRAILER			

	FACILITY MAINTENANCE				
2015	CASE	SR250			
2015	CASE	SR250			
2015	CAM	TRAILER			
2015	CAM	TRAILER			
2004	GENIE	HIGH REACH			
2007	TENNANT	ATLV4300			
2007	TENNANT	ATLV4300			
2007	TENNANT	ATLV4300			
2020	CASE	SR270			
2020	CASE	SR270			
2007	CASE	6CAM18STT			
2006	CLARK	FORK LIFT			
	GAS CAN WITH FUMES RING				
2008	2008 Top Brand				
	GAS CAN WITH FUMES RING				
2016	HAULMARK TRAILER				
	GAS CAN WITH FUMES RING				
	GAS CAN WITH FUMES RING				
2006	CLARK	FORK LIFT			
	GAS CAN WITH FUMES RING				
	DIESEL CAN WITH FUMES RING				
	DIESEL CAN WITH FUMES RING				
	DIESEL CAN WITH FUMES RING				

YEAR	ΜΑΚΕ	MODEL	
	DIESEL TRANSFER CONTAINER IN THE BACK OF TRUCK #701		
2014	КИВОТО		
2014	КИВОТО		
2015	САМ	TRAILER	
2022	LANDOLL TRAILER		
1997	STRAIGNT BODY		
2015	САМ	TRAILER	
1998	STRAIGNT BODY		
1999	MOTORCYCLE		
2006	CLARK	FORK LIFT	
2007	CASE	Frontend Loader 570	
2007	CASE	450SSL	
2011	CASE	450 SSL	
	GAS CAN WITH FUMES RING		
2013	DOOSAN	Compressor	
2013	DOOSAN	Compressor	
2008	INGERSOLL	COMPRESSOR	
2008	INGERSOLL	COMPRESSOR	
2019	DOOSAN	P185	
2020	DOOSAN	P185	
2020	DOOSAN	P185	
2014	КИВОТО		
2014	КИВОТО		

	EQUIPMENT OUT OF SERVICE	
2003	GRIMMER	COMPRESSOR
2005	GRIMMER	COMPRESSOR
2006	GRIMMER	COMPRESSOR
2007	NILFISK	RS501
2007	NILFISK	RS501
2007	NILFISK	RS501
2011	CASE	450
2003	GRIMMER	COMPRESSOR
2008	GRIMMER	COMPRESSOR
1994	LANDOLL	TRAILER

#### AUTHORITY VEHICLES

#### ADMINISTRATIVE SERVICES - OFF- STREET - 1 VEHICLES

	YEAR	MAKE	MODEL
1	2014	FORD	ESCAPE

AIRPC	<b>AIRPORT OPERATIONS - OFF-STREET - 25 VEHICLES</b>				
	YEAR	MAKE	MODEL		
1	2020	FORD	EXPLORER		
2	2021	CHEV	COLORADO		
3	2012	FORD	ESCAPE		
4	2013	FORD	ESCAPE		
5	2013	FORD	ESCAPE		
6	2014	FORD	ESCAPE		
7	2015	FORD	ESCAPE		
8	2015	CHEV	Silverado		
9	2015	CHEV	Silverado		
10	2015	CHEV	Silverado		
11	2015	CHEV	Silverado		
12	2015	CHEV	Silverado		
13	2016	FORD	ESCAPE		
14	2016	FORD	ESCAPE		
15	2016	CHEV	Silverado		
16	2016	CHEV	Silverado		
17	2016	CHEV	Silverado		
18	2016	CHEV	Silverado		
19	2019	CHEV	Equinox		
20	2019	CHEV	Equinox		
21	2019	CHEV	Equinox		
22	2019	DODGE	RAM 2500		
23	2019	CHEV	Equinox		
24	2018	CHEV	BOLT EV LT		
25	2018	CHEV	BOLT EV LT		

<b>AUCTION DEPARTMENT -</b>	<b>ON-STREET - 2 VEHICLES</b>
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	YEAR	MAKE	MODEL
1	2012	FORD	EXPLORER
2	2012	FORD	ESCAPE

#### **CONSTRUCTION MANAGEMENT & CAPITAL PROJECTS - OFF-**

	YEAR	MAKE	MODEL
1	2011	FORD	EXPLORER
2	2014	FORD	FOCUS
3	2018	CHEV	BOLT EV LT

<b>BOOTING - ON-STREET - 14 VEHICLES</b>			
	YEAR	MAKE	MODEL
1	2020	CHEV	2500 EXPRESS
2	2020	CHEV	2500 EXPRESS
3	2020	CHEV	2500 EXPRESS
4	2020	CHEV	2500 EXPRESS
5	2013	CHEV	1500 CARGO
6	2013	CHEV	1500 CARGO
7	2016	CHEV	2500 EXPRESS
8	2016	CHEV	2500 EXPRESS
9	2016	CHEV	2500 EXPRESS
10	2018	FORD	EXPLORER
11	2019	CHEV	1500 CARGO
12	2019	CHEV	1500 CARGO
13	2019	CHEV	1500 CARGO
14	2019	CHEV	1500 CARGO

EXECUTIVE STAFF - 3 VEHICLES				
	YEAR	MAKE	MODEL	
1	2013	FORD	EXPLORER	
2	2014	FORD	ESCAPE	
3	2018	FORD	EXPLORER	

HOUSE KEEPING - 3 VEHICLES				
	YEAR	MAKE	MODEL	
1	2002	FORD	F250 4X4 P/U	
2	2015	CHEV	City Express	
3	2005	FORD	EXPLORER	

#### HUMAN RESOURCES - 2 VEHICLES

	YEAR	MAKE	MODEL
1	2018	CHEV	MALIBU
2	2018	CHEV	MALIBU

IT - OFF-STREET - 2 VEHICLES				
	YEAR	MAKE	MODEL	
1	2014	FORD	ESCAPE	
2	2005	FORD	EXPLORER	

# AUTHORITY VEHICLES

FACILI	FACILITY MAINTENANCE - OFF-STREET - 25 VEHICLES				
	YEAR	MAKE	MODEL		
1	2020	CHEV	SILVERADO 2500 P/U		
2	2020	CHEV	SILVERADO 2500 P/U		
3	2020	DODGE	RAM 5500 DUMP TK		
4	2012	CHEV	SILVERADO P/U TK		
5	2012	CHEV	SILVERADO P/U TK		
6	2012	CHEV	SILVERADO P/U TK		
7	2012	CHEV	SILVERADO P/U TK		
8	2013	CHEV	1500 SILVERADO		
9	2013	CHEV	3500 SILVERADO		
10	2013	CHEV	2500 Silverado		
11	2004	FREIGHTL	M2 SERIES		
12	2014	FORD	ESCAPE		
13	2015	DODGE	RAM5500		
14	2015	CHEV	EXPRESS		
15	2016	FORD	ESCAPE		
16	2007	INTERN	7600 SERIES		
17	2017	CHEV	2500 SILVERADO		
18	2017	CHEV	2500 SILVERADO		
19	2019	DODGE	RAM 2500		
20	2019	DODGE	RAM 2500		
21	2015	FORD	ESCAPE		
22	2022	CHEVY	SILVERADO 2500 P/U		
23	2022	CHEVY	SILVERADO 2500 P/U		
24	2022	CHEVY	SILVERADO 2500 P/U		
25	2022	CHEVY	SILVERADO 2500 P/U		

FIFET ODED	ATIONS - OFF-S	THEFT 40	
			VEED LES
		9 I N L L I - <b>1</b> Z I	VLINCLLJ

	YEAR	MAKE	MODEL	
1	2020	CHEV	EQUINOX	
2	2011	FORD	EXPLORER	
3	2002	FORD	F450 EAGLE	
4	2003	INTERN	4400 SERIES	
5	2013	CHEV	3500 series	
6	2004	INTERN	4300 Series	
7	2006	CHEV	IMPALA	
8	2005	FORD	EXPLORER	
9	2005	CHEV	Trailblazed	
10	2015	CHEV	SILVERADO	
11	2007	FORD	F350 UTILITY	
12	2008	DODGE	DUMP TRUCK	

<b>OPERATIONS - OFF-STREET - 4 VEHICLES</b>				
	YEAR	MAKE	MODEL	
1	2020	CHEV	MALIBU	
2	2012	FORD	ESCAPE	
3	2014	FORD	ESCAPE	
4	2015	FORD	ESCAPE	

ON-STREET - 1 VEHICLE				
	YEAR	MAKE	MODEL	
1	2014	FORD	ESCAPE	

PUBLIC ENGAGEMENT - 1 VEHICLE			
	YEAR	MAKE	MODEL
1	2020	CHEV	MALIBU LT

#### **PROCUREMENT - 0 VEHICLE**

RED LIGHT - 1 VEHICLE				
	YEAR	MAKE	MODEL	
1	2020	CHEV	MALIBU	

TAXI & LIMO - OFF-STREET - 7 VEHICLES				
	YEAR	MAKE	MODEL	
1	2013	FORD	ESCAPE	
2	2013	FORD	ESCAPE	
3	2013	FORD	ESCAPE	
4	2013	FORD	ESCAPE	
5	2014	FORD	ESCAPE	
6	2014	FORD	ESCAPE	
7	2014	FORD	ESCAPE	

REGULATIONS - ON-STREET - 7 VEHICLES						
	YEAR	MAKE	MODEL			
1	2021	CHEV	MALIBU			
2	2012	FORD	FOCUS			
3	2014	FORD	FOCUS			
4	2014	FORD	FOCUS			
5	2015	FORD	FOCUS			
6	2022	CHEV	MALIBU			
7	2022	CHEV	MALIBU			

# AUTHORITY VEHICLES

	METERS -	ON-STREET	- 39 VEHICLES
	YEAR	MAKE	MODEL
1	2020	CHEV	SILVERADO 2500
2	2020	FORD	T350HD
3	2020	FORD	T350HD
4	2020	FORD	T350HD
5	2020	FORD	T350HD
6	2010	DODGE	CARAVAN
7	2010	DODGE	CARAVAN
8	2011	DODGE	CARAVAN
9	2012	CHEV	IMPALA
10	2012	FORD	ESCAPE
11	2012	FORD	ESCAPE
12	2003	FORD	F550 CAB/CH
13	2013	FORD	EXPLORER
14	2015	FORD	ESCAPE
15	2015	DODGE	CARAVAN
16	2015	DODGE	CARAVAN
17	2015	CHEV	CARGO 3500
18	2015	CHEV	CARGO 3500
19	2015	CHEV	CARGO 3500
20	2015	DODGE	Promaster 3500
21	2006	Intern	4300 Series
22	2016	CHEV	LS CARGO VAN
23	2016	CHEV	LS CARGO VAN
24	2006	CHEV	IMPALA
25	2017	CHEV	CARGO EXT
26	2008	FORD	F550 CAB/CH
27	2008	FORD	F550 CAB/CH
28	2009	DODGE	CARAVAN
29	2009	CHEV	COBALT
30	2009	CHEV	3500 Cargo Van
31	2009	CHEV	3500 Cargo Van
32	2009	CHEV	3500 Cargo Van
33	2009	CHEV	3500 Cargo Van
34	2022	CHEV.	MALIBU
35	2022	CHEVY	EQUINOX
36	2022	CHEVY	EQUINOX
37	2022	CHEVY	EQUINOX
38	2022	CHEVY	EQUINOX
39	2022	CHEVY	EQUINOX

<b>REVENUE CONTROL - OFF-STREET - 1 VEHICLES</b>							
	YEAR MAKE MODEL						
1	2016	FORD	ESCAPE				

RISK MANAGEMENT - 1 VEHICLE							
	YEAR MAKE MODEL						
1	2014	FORD	ESCAPE				

	SECURITY - ON-STREET - 5 VEHICLES						
	YEAR MAKE MODEL						
1	2012	FORD	FOCUS				
2	2009	CHEV	1500 CARGO				
3	2022	CHEV	MALIBU				
4	2006	CHEV	IMPALA				
5	2006	CHEV	IMPALA				

# AUTHORITY VEHICLES

			TICKETING - ON-	STREET - 74 VEI	HICLES		
	YEAR	MAKE	MODEL		YEAR	MAKE	MODEL
1	2020	CHEV	EXP.2500 12P	38	2018	CHEV	MALIBU LT
2	2020	CHEV	EXP.2500 12P	39	2018	CHEV	MALIBU LT
3	2020	CHEV	EXP.2500 12P	40	2018	CHEV	MALIBU LT
4	2020	CHEV	EXP.2500 12P	41	2018	CHEV	MALIBU LT
5	2020	CHEV	EXP.2500 12P	42	2018	CHEV	MALIBU LT
6	2020	CHEV	EXP.2500 12P	43	2018	CHEV	MALIBU LT
7	2020	CHEV	EXP.2500 12P	44	2018	CHEV	MALIBU LT
8	2020	CHEV	EXP.2500 12P	45	2018	CHEV	MALIBU LT
9	2020	CHEV	EXP.2500 12P	46	2018	CHEV	MALIBU LT
10	2020	CHEV	EXP.2500 12P	47	2018	CHEV	MALIBU LT
11	2020	CHEV	MALIBU LT	48	2018	CHEV	MALIBU LT
12	2020	CHEV	MALIBU LT	49	2018	CHEV	MALIBU LT
13	2020	CHEV	MALIBU LT	50	2018	CHEV	MALIBU LT
14	2020	CHEV	MALIBU LT	51	2018	CHEV	MALIBU LT
15	2020	CHEV	MALIBU LT	52	2018	CHEV	MALIBU LT
16	2020	CHEV	MALIBU LT	53	2018	CHEV	MALIBU LT
17	2010	FORD	E350	54	2018	CHEV	MALIBU LT
18	2013	FORD	FOCUS	55	2018	CHEV	MALIBU LT
19	2014	FORD	FOCUS	56	2018	CHEV	MALIBU LT
20	2013	CHEV	IMPALA	57	2009	CHEV	IMPALA
21	2015	FORD	FOCUS	58	2009	CHEV	2500/12PV
22	2015	FORD	FOCUS	59	2009	CHEV	2500/12PV
23	2015	FORD	FOCUS	60	2019	CHEV	2500/12PV
24	2015	FORD	FOCUS	61	2019	CHEV	2500/12PV
25	2015	FORD	FOCUS	62	2019	CHEV	2500/12PV
26	2015	FORD	FOCUS	63	2019	CHEV	2500/12PV
27	2015	FORD	FOCUS	64	2022	CHEV	MALIBU LT
28	2015	FORD	FOCUS	65	2022	CHEV	MALIBU LT
29	2015	FORD	FOCUS	66	2022	CHEV	MALIBU LT
30	2016	FORD	FOCUS	67	2022	CHEV	MALIBU LT
31	2016	FORD	FOCUS	68	2022	CHEV	MALIBU LT
32	2016	CHEV	2500/12PV	69	2022	CHEV	MALIBU LT
33	2016	CHEV	2500/12PV	70	2022	CHEV	MALIBU LT
34	2016	CHEV	2500/12PV	71	2022	CHEV	MALIBU LT
35	2016	CHEV	2500/12PV	72	2022	CHEV	MALIBU LT
36	2016	CHEV	2500/12PV	73	2022	CHEV	MALIBU LT
37	2016	CHEV	2500/12PV	74	2018	CHEV	BOLT EV LT

# AUTHORITY VEHICLES

#### TOWING - ON-STREET - 76 VEHICLES

			TOWING - ON-S	IKEEI -	76 VEHIC			
	YEAR	MAKE	MODEL			YEAR	MAKE	MODEL
1	2020	CHEV	SILVERADO 3500		39	2015	DODGE	RAM4500
2	2021	DODGE	RAM5500		40	2015	DODGE	RAM4500
3	2021	DODGE	RAM5500		41	2015	DODGE	RAM4500
4	2021	DODGE	RAM5500		42	2015	DODGE	RAM4500
5	2021	DODGE	RAM5500		43	2015	DODGE	RAM4500
6	2021	DODGE	RAM5500		44	2015	DODGE	RAM4500
7	2021	DODGE	RAM5500		45	2015	DODGE	RAM4500
8	2021	DODGE	RAM5500		46	2015	DODGE	RAM4500
9	2021	DODGE	RAM5500		47	2015	CHEV	2500 SERIES
10	2021	DODGE	RAM5500		48	2016	FORD	ESCAPE
11	2021	DODGE	RAM5500		49	2016	FORD	ESCAPE
12	2011	DODGE	5500 RENEGADE		50	2016	FORD	ESCAPE
13	2011	DODGE	5500 RENEGADE		51	2016	DODGE	RAM4500
14	2011	DODGE	5500 RENEGADE		52	2016	DODGE	RAM4500
15	2011	DODGE	5500 RENEGADE		53	2016	DODGE	RAM4500
16	2011	FORD	EXPLORER		54	2016	DODGE	RAM4500
17	2012	DODGE	5500 RENEGADE		55	2016	DODGE	RAM4500
18	2012	DODGE	5500 RENEGADE		56	2016	DODGE	RAM4500
19	2012	DODGE	5500 RENEGADE		57	2016	DODGE	RAM4500
20	2012	DODGE	5500 RENEGADE		58	1996	FORD	WALK-IN
21	2012	DODGE	4500 SERIES		59	2017	FORD	EXPLORER
22	2012	DODGE	4500 SERIES		60	2017	FORD	ESCAPE
23	2012	DODGE	4500 SERIES		61	2017	FORD	ESCAPE
24	2012	DODGE	4500 SERIES		62	2017	DODGE	RAM4500
25	2012	DODGE	4500 SERIES		63	2008	Internat	7600 SERIES
26	2012	DODGE	4500 SERIES		64	2019	CHEV	EQUINOX
27	2012	DODGE	5500 DUMP TK		65	2018	DODGE	5500 SERIES
28	2012	DODGE	5500 DUMP TK		66	2018	DODGE	5500 SERIES
29	2013	FORD	EXPLORER		67	2018	DODGE	5500 SERIES
30	2004	INTERN	7600 Series		68	2018	DODGE	5500 SERIES
31	2004	INTERN	7600 Series		69	2018	DODGE	5500 SERIES
32	2015	CHEV	CREW CAB P/U		70	2018	DODGE	5500 SERIES
33	2015	CHEV	CREW CAB P/U	]	71	2018	DODGE	5500 SERIES
34	2015	CHEV	3500 TOW TK		72	2018	DODGE	5500 SERIES
35	2015	FORD	F750	]	73	2018	DODGE	5500 SERIES
36	2015	FORD	F750	] [	74	2018	DODGE	5500 SERIES
37	2015	FORD	F750	]	75	2018	DODGE	5500 SERIES
38	2015	DODGE	RAM4500	] [	76	1999	VOLVO	TRACTOR

Appendix D-2. Payroll Expense Report

# RFP No. 22-22 Insurance Broker and Risk Management Services Appendix D - Payroll Data

\$12,941,188
\$12,769,328
\$12,836,155
\$12,855,614

Total	\$51,402,285
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Appendx D-3. Schedule of Authority Properties

#### RFP No. 22-22 Insurance Broker and Risk Management Services Appendix D - Philadelphia Parking Authority Locations

Loc No.	Address	Occupancy / Construction					
	Administration & Operations						
1	701 Market St. (Main Administration Offices)	Leased location (former Lit Brothers Building renovated late 1980s) / 5-story masonry building – flat roof. PPA occupies 80,000 SF of office space on portions of the sub-basement, 4th & 5th floors. Access controlled doors. Sprinklers are installed.					
2	35 N. 8th Street (PPA Customer Service)	3,200 SF retail space. Masonry building with cider-block walls and fire-code drywall. Access controlled doors. Sprinklers are installed.					
3	2501 Wecaccoe Street	One-story Masonry Flat Roof Office Building No sprinklers. 3,400 sq. ft. Leased Location.					
4	6801 Essington Avenue	PPA Fleet Maintenance & Booting Operation					
5	2415 Swanson Street	Taxi Cab Inspection Building I non comb 2-story bldg					
6	2535 S. Swanson Street	Lot 2 - Auction Lot. 85,014 sq. ft. leased location.					
7	4601 Bath Street	Lot 6 - Impoundment Lot. 371,018 sq. ft. leased location.					
8	6 East Oregon Ave	Lot 10 - Impoundment Lot. 4.96 Acres. Own property.					
		PHL Airport					
9	Philadelphia Int'l Airport (Garages A,B,C,D,E,F and 1)	Four (4) 5-story Ground Precast Parking Garages. No sprinklers.					
10	Airport Admin. Office	One Story Masonry Flat Roof. No sprinklers. Administration Building 8,000 sq. ft.					
11	Airport Maint. Building	1 Story, Pre-Engineered Flat Roof. No sprinkles. 4,300 sq ft					
12	Plaza Booths (Airport)	Frame Construction					
13	Phila Int'l Airport	Salt Shed					

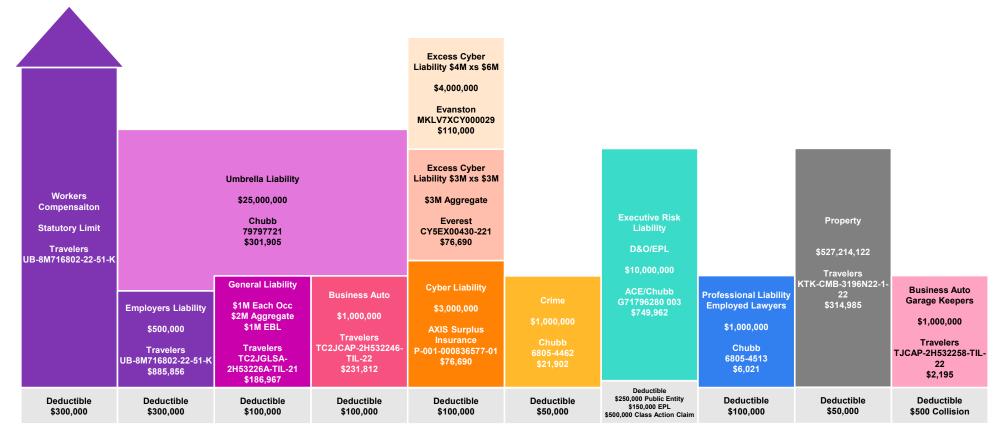
#### RFP No. 22-22 Insurance Broker and Risk Management Services Appendix D - Philadelphia Parking Authority Locations

Loc No.	Address	Occupancy / Construction					
	Parking Structures						
14	1540 Vine Street (Gateway/Realen)	12-story above ground "cast in place" parking garage- capacity 1050 spaces. No sprinklers					
15	901 Filbert Street - Market Street East 9th and Filbert Sts. Garage	8-level, above-ground, precast concrete, parking garage. No sprinklers					
16	2nd and Samson Streets	5 Story, above ground parking garage. No sprinklers					
17	14-20 South 10th St. (10th and Ludlow Street Garage)	5 story above ground "cast in place" parking garage. No sprinklers					
18	41 North 6th Street (Independence Mall Garage)	3-story Masonry, underground parking garage - Flat Roof. (PPA not responsible for the Independence Visitor Center directly above the garage)					
19	8th and Filbert Garage	5-story, above-ground parking garage N/S					
20	1503-1511 Arch Street	Three levels of underground parking attached to a 14 story office building.					

Appendix D-4. 2022-2023 Insurance Program Summary

# Philadelphia Parking Authority

31 March 2022-2023 Insurance Overview



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Philadelphia	Parking	Authority	y Summar	v of Policies

Coverage	Carrier	Policy Number	Limits	Deductible	Premium			
Property	Travelers	KTK-CMB-3196N22-1-22	Policy Limit: \$527,214,122; Subject to various sublimits.	\$50,000 Each Occurrence (AOP) (Sublimits Deductibles per Policy)	\$314,985			
General Liability	Travelers	TC2JGLSA-2H53226A-TIL-21	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$15,000,000 - Total Aggregate Limit <u>EBL:</u> \$1,000,000 Each Employee \$1,000,000 General Aggregate	\$100,000 Each Occurrence	\$186,967			
Automobile Liability	Travelers	TC2JCAP-2H532246-TIL-22	\$1,000,000 Combined Single Limit Bodily Injury & Property Damage \$1,000,000 Motor Carrier Insurance for Public Liability \$1,000,000 Legal Liability	\$100,000 Each Occurrence	\$231,812			
Automobile - Garage keepers; 1500-1588 Vine St., Phila. Only	Travelers	TJCAP-2H532258-TIL-22	\$1,000,000 Combined Single Limit Bodily Injury & Property Damage	\$100 Specified Causes of Loss \$500 Specified Causes of Loss (maximum) \$500 Collision	\$2,195			
Workers Compensation	Travelers	UB-8M716802-22-51-K	Covered States - PA \$500,000 Bodily Injury Each Accident \$500,000 Bodily Injury by Disease-Policy Limit \$500,000 Bodily Injury by Disease- Each Employee	\$300,000 Each Occurrence	\$885,856			
Umbrella	Chubb	79797721	\$25,000,000 Each Occurrence \$25,000,000 General Aggregate \$25,000,000 Excess Other Aggregate Limit	\$0	\$301,905 (Optional Terrorism Included - \$27,446)			
Crime	Chubb	6805-4462	\$1,000,000 for: Employee Theft; Forgery; Inside Premises; In Transit; Computer Fraud; Funds Transfer Fraud; Money Orders and Counterfeit Fraud; Credit Card Fraud; Client Coverage \$250,000 for Expense ; \$100,000 Social Engineering	\$50,000	\$21,902			
Executive Risk Liability (Directors & Officers, Employment Practices Liability)	ACE/Chubb	G71796280 003	\$10,000,000 Limit of Liability Each Claim and in the Aggregate for all Claims including Claims Expenses	\$250,000 Public Entity Liability \$150,000 Employment Practices \$500,000 Class Actions Claim	\$749,962			
Professional Liability - Employed Lawyers \$1MM	Chubb	6805-4513	\$1,000,000 Maximum Aggregate Limit of Liability	\$100,000 Insuring Clause B : Individual Indemnified Liability Coverage	\$6,021			
Cyber, Privacy and Network Security Liability – Primary \$3M	AXIS Surplus Insurance	P-001-000836577-01	\$3,000,000 Policy Aggregate Limit of Liability	\$100,000 Plus 12 Hour Waiting Period for Business Interruption Loss and Extra Expenses	\$76,690			

Excess Cyber Liability -\$3M xs \$3M	Everest	CY5EX00430-221	\$3,000,000 Aggregate Limit of Liability for all Coverage Parts \$3,000,000 Aggregate Limit of Liability for the Underlying Insurance (Including Primary Policy)	\$0 \$100,000 Primary Policy Retention	\$76,690
Excess Cyber Liability - \$4M xs \$6M	Evanston	MKLV7XCY000029	\$4,000,000/\$4,000,000 excess of \$6,000,000 - Aggregate Limit of Liability	\$0	\$110,000

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