

**REQUEST FOR PROPOSALS FOR**  
**Emergency Generator Replacement at Autopark at Olde City**

**RFP No. 23-19**

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**PART I**  
**GENERAL INFORMATION TO OFFERORS**

<b>SUMMARY</b>	
<b>When:</b>	Proposals must be submitted by <b>Wednesday, January 31, 2024 no later than 12:00 PM.</b>
<b>Where:</b>	Philadelphia Parking Authority Attention: Shannon Stewart, Manager of Contract Administration 701 Market Street, Suite 5400 Philadelphia, PA 19106
<b>How:</b>	Proposals must be delivered to Shannon Stewart in a sealed package via mail, by a recognized overnight courier service (e.g., UPS, Federal Express, etc.), with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested certified mail, or by hand-delivery no later than <b>Wednesday, January 31, 2024 at 12:00 PM.</b> Whether mailed or hand-delivered, all envelopes must display the vendor’s name and must be boldly and clearly handwritten (not typewritten) <b>“RFP No. 23-19 Emergency Generator Replacement at Autopark at Olde City”</b> . All proposals must be presented with <b>one (1) original and (6) copies</b> , individually numbered, and an electronic version consisting of one PDF file. Please do not password protect the USB drive or the file.
<b>Mandatory Pre-Proposal Meeting</b>	A mandatory Pre-Proposal Meeting will be held at the Autopark at Olde City located at 125 South 2 <sup>nd</sup> Street, Philadelphia, PA 19106 on <b>Wednesday, January 10, 2024 at 11:00 AM.</b> Offerors must attend this meeting to be considered an eligible Offeror. A mandatory site visit will be conducted after the Pre-Proposal Meeting.  <b>Prospective Offerors who are having difficulties locating the garage should contact Shannon Stewart for assistance at 215.837.9025.</b>  Please complete the <a href="#">Offeror Registration Form</a> to complete your registration for this solicitation.

**I-1. Introduction.**

This Request for Proposals (“RFP”) is being issued by the Philadelphia Parking Authority, (“Authority”), a body corporate and politic created under the laws of the Commonwealth of Pennsylvania in accordance with the Act of June 19, 2001, P.L. 287, No. 22, 53 Pd. C.S. § 5501 et seq. as amended, known as the “Parking Authority Law”. The Authority is seeking proposals from qualified Offerors to supply and install a new generator at the Autopark at Olde City. The contract term will end automatically upon the expiration of the warranty provided by Contractor.

**I-2. Mission Statement.**

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

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

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

### **I-3. Procurement Questions.**

Prospective Offerors are encouraged to submit questions concerning the RFP in writing no later than **Wednesday, January 17, 2024 at 12:00 PM**. Questions concerning this RFP are to be submitted via the Question Submission Form using the link below:

<https://app.smartsheet.com/b/form/706f290d35d644b2a1528c6988f13314>

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

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

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

Responses to all questions and clarification requests will be provided through a written addendum that will be emailed to all eligible Offerors and posted to the Authority's website, [www.philapark.org](http://www.philapark.org). Responses will not be official until they have been verified, in writing, by the Authority.

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

### **I-4. Clarification of Instructions.**

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

<https://app.smartsheet.com/b/form/706f290d35d644b2a1528c6988f13314>

Responses to all questions and clarification requests will be provided through a written addendum that will be emailed to all eligible Offerors and posted to the Authority's website, [www.philapark.org](http://www.philapark.org). Responses will not be official until they have been verified, in writing, by the Authority.

**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 the award. Offerors must agree not to distribute any part of their proposals to anyone other than Shannon Stewart. An Offeror who shares information contained in its proposal with other Authority personnel and/or competing Offeror personnel may be disqualified.

**I-6. Proposal Conditions.**

Sealed proposals must be received in the office of the Philadelphia Parking Authority, addressed to Shannon Stewart, 701 Market Street, Suite 5400, Philadelphia, PA 19106, by **Thursday, January 31, 2024 no later than 12:00 PM.**

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

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

**I-7. Small Diverse Business Participation.**

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

**Offerors do not need to be a small diverse business to participate in this solicitation.**

**I-8. Signatures Required.**

The proposals *must* be signed in all spaces where signatures are required. In cases of corporation, the signature must be that of a duly authorized officer of the corporation and officer's title must be stated. In cases of 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 proposals are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit 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 bid 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 proposals 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.

Offerors may request a waiver or relief for any coverages by submitting the request during the question period and allowing the Authority to respond via addendum.

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

**I-11. Executed Contract Required.**

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

**I-12. Contract Negotiation.**

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

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

**I-13. Business Licenses.**

The proposal should include the Offeror's Philadelphia Commercial Activity License (formerly Business Privilege License) number and the Offeror's Federal Tax ID number. If the Offeror does not currently have a Philadelphia Commercial Activity License, it must obtain one no later than five business days after notification of selection. If the Offeror does not believe that it needs a Philadelphia Commercial 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 as detailed in Part III. Discussions and negotiations may be conducted with responsible Offerors for the purpose of clarification and of obtaining best and final offers. Responsible offers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. The discussions with Offerors will not disclose any information derived from proposals submitted by competing Offerors.

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

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

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

**I-15. Request to Withdraw Proposal.**

At any time up to the hour and date set for opening of proposals, an Offeror may withdraw its proposal. Such withdrawal must be in writing and delivered to the Authority at the address set forth herein by a nationally recognized overnight courier service, certified mail, return receipt requested, 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-16. Unacceptable Proposals.**

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

**I-17. 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-18. Notification of Offeror Selection.**

The Authority will study and evaluate all proposals which are received in accordance with the instructions set forth in the proposal package and will seek to select an Offeror and notify all other Offerors of the award within sixty (60) days after the date proposals are opened. Written notice will be mailed to the address furnished by each Offeror in the Transmittal Letter.

The selected Offeror shall not start the performance of any work prior to the effective date of the Contract and the Authority shall not be liable to pay the selected Offeror for any service or work performed or expenses incurred before the effective date of the Contract. Costs incurred by the Offeror in the preparation of the proposal or during any review or negotiations shall be borne exclusively by the Offeror.

**I-19. 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-20. Document Disclosure.**

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

**I-21. 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 [sstewart@philapark.org](mailto:sstewart@philapark.org).

An electronic version of this form can be accessed using the link below. Specific comments and observations are encouraged.

<https://app.smartsheet.com/b/form/0fc6b94537654352afcbbd5390db3ca9>

**I-22. Shipping and Delivery.**

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

**I-23. Prevailing Wages and Benefits.**

Current prevailing wages and benefits for the industry and trade will be paid at all times for the duration of this project. Upon an award, the Prime Contractor is required to obtain current prevailing wage rate determinations applicable to this project (Serial Number # 23-07840 from the PA Department of Labor and Industry Enterprise Portal at:

[https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fwww.dlsecureweb.pa.gov%2fPrevWage%2fPages%2fProject.aspx%3fID%3d176944%26PageType%3d&c=E,1,hoZIsSn6\\_sU4ZBb3wzgYUFpdPgSaFvR4NGbKYFe1Q\\_uaHE6WYCrp3J\\_wgUV67\\_Rlk-PRpaJQg7DjaWZ1YPenMCszjmGnMsvggm\\_YnCxEKvJx6ZGV\\_4poc8c&typo=1](https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fwww.dlsecureweb.pa.gov%2fPrevWage%2fPages%2fProject.aspx%3fID%3d176944%26PageType%3d&c=E,1,hoZIsSn6_sU4ZBb3wzgYUFpdPgSaFvR4NGbKYFe1Q_uaHE6WYCrp3J_wgUV67_Rlk-PRpaJQg7DjaWZ1YPenMCszjmGnMsvggm_YnCxEKvJx6ZGV_4poc8c&typo=1)

**I-24. Performance Bond and Labor and Materials Bond**

The successful Offeror, prior to the commencement of work under the contract, will be required to furnish a faithful Performance Bond in an amount equal to one hundred percent (100%) of the Contract Amount and a Labor and Material Payment Bond equal to one hundred percent (100%) of the Contract Amount; said bonds must be from a surety company satisfactory to the Philadelphia Parking Authority and qualified to do business in Pennsylvania. The surety executing the bonds must be included in the listing of acceptable sureties contained in Treasury Department Circular 570, as most recently revised, and the amount of the bond must not exceed the underwriting risk of such surety forth in said circular or revision thereof.

The Surety executing the bonds must have a minimum A.M. Best Rating of A-; Class VII or higher.

Should any surety upon such bonds become unsatisfactory to the Authority, the Offeror must promptly furnish such additional security as may be required from time to time to protect the interests of the Philadelphia Parking Authority.

**I-25. Certified Apprenticeship Program Participation.**

All Offerors must meet the qualification standards by certifying that it participates, directly or through its labor for each craft or trade, in an approved Apprenticeship Program which is currently registered with the U.S. Department of Labor or a state apprenticeship agency for each craft or trade that will be engaged in the Work.

The Philadelphia Parking Authority will rely on the U.S. Department of Labor personnel assigned to oversee apprenticeship programs in Pennsylvania and, if necessary, on the appropriate Pennsylvania Department of Labor personnel assigned to the relevant apprenticeship programs.

## PART II

### INFORMATION REQUIRED FROM OFFERORS

#### II-1. Proposal Format.

All proposals submitted must conform to the following format requirements. A transmittal letter signed by a person authorized to engage the Offeror in a contract must be included in your proposal. Proposals must be submitted on letter size (8 ½" x 11") paper. For exhibits, 11x17 paper is acceptable.

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

An electronic version of the Proposal Form 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 – Proposal Form
- Tab D – Generator Specifications & Warranty
- Tab E – Insurance Requirements
- Tab F – Proposed Amendments to the Sample Contract
- Tab G – Ongoing Legal Actions
- Tab H – Financial Statements
- Tab I – Licenses/ Certifications

**Extended tabs, tabs extending beyond the 8 ½ x 11" paper, must be used.**

#### II-2. Transmittal Letter (Tab A).

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

Include a statement by the Offeror accepting all terms and conditions contained in this RFP, signed by an officer or individual with authority to bind the Offeror in a contract with the Authority.

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

Offerors must indicate the number of years of experience in providing the goods and services described in the Work Statement.

Offerors must provide evidence satisfactory to the Authority that they are fully competent to provide the goods and services as identified in the Work Statement.

Include any personnel or services that set you apart from other generator suppliers or reasons why it would be most advantageous for the Authority to contract with you.

#### II-4. Proposal Form (Tab C).

The Proposal Form attached as *Appendix A* must be submitted in its entirety (with the exception of the Proposal Decline Form).



## **II-5. Generator Specifications and Warranty (Tab D).**

Include the generator and specifications of the generator being proposed to replace the existing generator, which meets the minimum requirements as described in the Work Statement.

Offeror must indicate the lead time for delivery of the proposed generator and provide the cut sheets for the proposed generator.

Provide all documentation for the warranty being proposed, including but not limited to; the length of the warranty and what is covered under the warranty.

Offeror must demonstrate a complete understanding of the Authority's requirements, demonstrate their ability to meet all requirements as detailed in the work statement and outline a clear and concise plan to meet the requirements.

The proposal should make clear why the Authority should select the Offeror instead of one of its competitors. Highlight unique qualifications, experience, approach, background, added services, technologies, innovations, or other characteristics of your company that make it the best choice.

## **II-6. Insurance Requirements (Tab E).**

The successful Offeror(s) 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.

Offerors may request a waiver or relief for any coverages by submitting the request during the question period and allowing the Authority to respond via addendum.

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

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

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

## **II-8. Ongoing Legal Actions (Tab G).**

Provide a summary and the status of any current or ongoing legal actions, suits, proceedings, claims or investigations pending with any governmental agency with which the Offeror has had or currently has a contractual relationship. The existence of any such pending actions, suits, proceedings, claims or investigations may be a factor considered by the Authority in determining which Offeror should be awarded that contract but will not automatically disqualify the Offeror from consideration. Should there be no legal actions, suits, proceedings, claims or investigations pending with any governmental agency with which the Offeror has had or currently has a contractual relationship, a statement to that effect will be included.

## **II-9. Financial Statements (Tab H).**

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, disseminated, or shared with any third party absent legal mandate and advanced notice to the Offeror.

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 a Offeror's financial information.

**A proposal submitted without the required financial information may be considered nonresponsive, rejected, and not considered for award.**

**II-10. Licenses/Certifications (Tab I).**

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

## PART III

### CRITERIA FOR SELECTION

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

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

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

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

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

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

- |   |                    |
|---|--------------------|
| a. Responsiveness of the proposal to the submission requirements set forth in the RFP.  | <b>Weight: 5%</b>  |
| b. Qualification and experience of the Offeror with regard to the Work Statement outlined in the RFP, reference feedback and past performance.            | <b>Weight: 20%</b> |
| c. The generator proposed, generator assembly, lead time, warranty, and capacity of the Offeror to meet the terms of the contract and financial capacity. | <b>Weight: 40%</b> |
| d. Proposed fees, costs, and changes to the proposed contract although the Authority is not bound to select the contractor who proposes the lowest fees.  | <b>Weight: 25%</b> |
| e. Small Diverse Business Participation.  | <b>Weight: 10%</b> |

# PART IV

## WORK STATEMENT

### IV-1. General.

The Authority is seeking proposals from qualified Offerors to replace and install a new diesel generator at the Autopark at Olde City located at 125 South 2<sup>nd</sup> Street Philadelphia, Pennsylvania 19106 which is located on federal property. Offerors must adhere to all Federal, State and Local building code requirements.

The Autopark Garage at Olde City, located at 125 South 2nd Street, is a 5-level parking facility that was built in 1981. The garage is operational 24 hours a day – 7 days a week, with 615 available parking spaces, with an overall square footage of 220,000 with three tenant spaces. The garage is located on Federal property, the site is owned by the National Park Service and is leased to the Philadelphia Parking Authority.

### IV-2. Specific.

The Authority is replacing the existing 45 kw generator with a new 50 kw generator at the Autopark at Olde City.

The Contractor will provide a new diesel generator that meets the following requirements:

- 50 kilowatts
- 480/277V 3 Phase 60 Hz 0.8 PF
- Engine must have a standby power rating of 1800 RPM.
- The Authority prefers the generator and fuel tank to be one assembly.

The Contractor will be responsible for all electrical connections from the generator to the electrical panels.

The Contractor will provide all labor, management, materials, permits, parts, supplies and equipment, and transportation necessary to furnish emergency backup generator services at Old City Parking Garage.

The Contractor will be responsible for recycling and safe removal of the existing equipment.

#### A. Electrical Inspection

1. Upon completion of the installation of the generator, the Contractor will be responsible for an independent electrical inspection of the generator.

#### B. Warranty

1. Identify any warranties provided in your proposal. Please include the length of the warranty and what is covered under the warranty in **Tab D** of your proposal.

#### C. Permits and Licenses

1. Contractor must obtain and keep in force during its performance of any Work or services, at no cost to the Authority, and without affecting the Cost of the Work, all licenses and permits required by the Commonwealth of Pennsylvania or any other governmental authority for the lawful conduct of Contractor's business. Contractor must obtain and pay for all required zoning and building permits, approvals and licenses required for the execution of the Work. The Contractor will be reimbursed for all zoning and building permits and fees required for the project by the Authority at direct costs by issuing a Change Order.
2. Contractor will be responsible for obtaining any and all approvals including approvals from the National Parks Services.

## PART V

### CONTRACT TERMS AND CONDITIONS

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

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

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 bid 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 automatically upon the expiration of the warranty provided by Contractor.

Appendix A  
Proposal Form

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

**EMERGENCY GENERATOR REPLACEMENT AT AUTOPARK AT OLDE CITY  
RFP No. 23-19**

**PROPOSAL FORM**

1. The undersigned submits this proposal in response to the above referenced **RFP No. 23-19 Emergency Generator Replacement at Autopark at Olde City** 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 “RFP 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. **Term of Contract:** 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 automatically upon the expiration of the warranty provided by Contractor.

5. **Cost Proposal:** Cost must include all costs associated with furnishing and installing the generator, including but not limited to; freight, delivery, parts and inspections; excluding all zoning and building permits and fees required for the project. The Contractor will be reimbursed for all zoning and building permits and fees required for the project by the Authority at direct costs by issuing a Change Order.

**Generator:** \$ \_\_\_\_\_

**Hourly Rate for Installation of Generator:** \$ \_\_\_\_\_

**Estimated Hours to complete Installation:** \_\_\_\_\_

**Additional Costs:** Contractor will be responsible for the removal and disposal of the existing generator being replaced. Provide cost for the removal and disposal of existing generator.

\$ \_\_\_\_\_



6. **Requirement Statement:** The undersigned Offeror agrees to provide and install a diesel generator as specified in the Work Statement, any Addenda, if issued and the response submitted for the term of the contract.

---

Signature

---

Name  
(Please Print)

---

Title

---

Date

7. **References:** List up to five similar projects your company has completed as a Prime Contractor in the past five years, giving the name of the project, Owner, Architect, contract amount, date of completion and percentage of the cost of the work performed by your own forces. Provide an individual contact person for each project and the email address and telephone number of the individual contact person the Authority may contact as a reference.

1. Project Name \_\_\_\_\_

Owner \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email Address \_\_\_\_\_ Phone Number \_\_\_\_\_

Contact Person \_\_\_\_\_

Architect \_\_\_\_\_

Contract Amount \$ \_\_\_\_\_ Date of Completion \_\_\_\_\_

Percentage of Cost completed by your own forces \_\_\_\_\_

2. Project Name \_\_\_\_\_

Owner \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email Address \_\_\_\_\_ Phone Number \_\_\_\_\_

Contact Person \_\_\_\_\_

Architect \_\_\_\_\_

Contract Amount \$ \_\_\_\_\_ Date of Completion \_\_\_\_\_

Percentage of Cost completed by your own forces \_\_\_\_\_

3. Project Name \_\_\_\_\_

Owner \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email Address \_\_\_\_\_ Phone Number \_\_\_\_\_

Contact Person \_\_\_\_\_

Architect \_\_\_\_\_

Contract Amount \$ \_\_\_\_\_ Date of Completion \_\_\_\_\_

Percentage of Cost completed by your own forces \_\_\_\_\_

4. Project Name \_\_\_\_\_

Owner \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email Address \_\_\_\_\_ Phone Number \_\_\_\_\_

Contact Person \_\_\_\_\_

Architect \_\_\_\_\_

Contract Amount \$ \_\_\_\_\_ Date of Completion \_\_\_\_\_

Percentage of Cost completed by your own forces \_\_\_\_\_

5. Project Name \_\_\_\_\_

Owner \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email Address \_\_\_\_\_ Phone Number \_\_\_\_\_

Contact Person \_\_\_\_\_

Architect \_\_\_\_\_

Contract Amount \$ \_\_\_\_\_ Date of Completion \_\_\_\_\_

Percentage of Cost completed by your own forces \_\_\_\_\_

List up to five similar projects your company has in progress as a Prime Contractor, giving the name of the project, Owner, Architect, contract amount, percentage complete, scheduled completion date and percentage of the cost of the work performed by your own forces. Provide an individual contact person for each project and the email address and telephone number of the individual contact person the Authority may contact as a reference.

1. Project Name \_\_\_\_\_

Owner \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email Address \_\_\_\_\_ Phone Number \_\_\_\_\_

Contact Person \_\_\_\_\_

Architect \_\_\_\_\_

Contract Amount \$ \_\_\_\_\_ Date of Completion \_\_\_\_\_

Percentage of Cost completed by your own forces \_\_\_\_\_

2. Project Name \_\_\_\_\_

Owner \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email Address \_\_\_\_\_ Phone Number \_\_\_\_\_

Contact Person \_\_\_\_\_

Architect \_\_\_\_\_

Contract Amount \$ \_\_\_\_\_ Date of Completion \_\_\_\_\_

Percentage of Cost completed by your own forces \_\_\_\_\_

3. Project Name \_\_\_\_\_

Owner \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email Address \_\_\_\_\_ Phone Number \_\_\_\_\_

Contact Person \_\_\_\_\_

Architect \_\_\_\_\_

Contract Amount \$ \_\_\_\_\_ Date of Completion \_\_\_\_\_

Percentage of Cost completed by your own forces \_\_\_\_\_

4. Project Name \_\_\_\_\_

Owner \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email Address \_\_\_\_\_ Phone Number \_\_\_\_\_

Contact Person \_\_\_\_\_

Architect \_\_\_\_\_

Contract Amount \$ \_\_\_\_\_ Date of Completion \_\_\_\_\_

Percentage of Cost completed by your own forces \_\_\_\_\_

5. Project Name \_\_\_\_\_

Owner \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email Address \_\_\_\_\_ Phone Number \_\_\_\_\_

Contact Person \_\_\_\_\_

Architect \_\_\_\_\_

Contract Amount \$ \_\_\_\_\_ Date of Completion \_\_\_\_\_

Percentage of Cost completed by your own forces \_\_\_\_\_

8. **Prevailing Wage Requirement:** The undersigned Offeror agrees to pay prevailing wage and benefits throughout the term of the contract.

---

Signature

---

Name  
(Please Print)

---

Title

---

Date

9. Offeror Signatures: Complete ONE section below.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Business Name of Offeror

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/State/ZIP Code

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Business Name of Offeror

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/State/ ZIP Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Type of Entity

**10. 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.

\_\_\_\_\_  
Signature

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_ DAY  
OF 20\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



**11. Qualifications:**

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

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

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

i.....

ii.....

iii.....

**d. Philadelphia Commercial Activities License Number:** \_\_\_\_\_

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

**12. Certified Apprenticeship Program Participation:**

Contractors and subcontractors must be currently participating in an approved Apprenticeship Program which is currently registered with the U.S. Department of Labor or a state apprenticeship agency for each craft or trade that will be engaged in the Work. Offerors shall employ apprentices whose training and employment are in full compliance with the Apprenticeship and Training Act, approved July 14, 1961.

1) Does the contractor or subcontractor participate in an approved Apprenticeship Program which is currently registered with the U.S. Department of Labor or a state apprenticeship agency for each craft or trade that will be engaged in the Work? (Attach appropriate documents evidencing participation and enrollment in Apprenticeship Program[s])

Yes       No

2) Is the contractor or subcontractor a signatory to a collective bargaining agreement for each craft or trade that will be engaged in the Work? (Attach appropriate documents evidencing the relevant agreement[s])

Yes       No

If Offeror answered "Yes" to questions 1 or 2, please answer question 3 (including sub-parts) below.

3) Does Offeror, or its labor for each craft or trade, have apprentices and trainees currently participating in said Apprenticeship Program[s]?

Yes       No

(a) If yes, has Offeror, or its labor for each craft or trade, graduated at least one (1) enrollee in each of the past three (3) years?

Yes       No

(b) If yes, has Offeror (or its labor for each craft or trade) successfully graduated at least 75% of the program enrollees in each of the past three (3) years\*? (Graduation rate is calculated by dividing graduates in a calendar year by the number of enrollees in that year.)

Yes       No

The Undersigned hereby certifies that it participates, directly or through its labor for each craft or trade, in an approved Apprenticeship Program which is currently registered with the U.S. Department of Labor or a state apprenticeship agency for each craft or trade that will be engaged in the Work; that the attached documentation is true and correct proof of its current participation; and will continue to participate in applicable apprenticeship programs for each craft or trade for the full duration of the Work.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name of Signer

\_\_\_\_\_  
Title of Signer

\_\_\_\_\_  
Date

# Philadelphia Parking Authority

## SMALL DIVERSE BUSINESS PARTICIPATION SUBMITTAL

(Copy as needed)

RFP Name and Number: \_\_\_\_\_

Offeror/Subcontractor: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

### OFFEROR INFORMATION:

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

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

1. \_\_\_\_\_.
2. \_\_\_\_\_.
3. \_\_\_\_\_.
4. \_\_\_\_\_.
5. \_\_\_\_\_.

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

\$ \_\_\_\_\_ %

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

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

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



**Proposal Decline Form: RFP No. 23-19 Emergency Generator Replacement at Autopark at Olde City**

If you do not intend to submit a proposal 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 the time period for responding to this RFP
- We do not offer this product or service
- Our schedule would not permit us to perform
- Unable to complete Work Statement
- Unable to meet Bond/Insurance Requirements
- Work Statement unclear (explain below)
- Unable to meet Contract Requirements (explain below)
- Other (specify below)

Comments:


Upon completion of this form, please email the form to Shannon Stewart, Manager of Contract Administration at [sstewart@philapark.org](mailto:sstewart@philapark.org). A link to the electronic version of this form can be found on our website or by clicking this link, <https://app.smartsheet.com/b/form/d9cf16c3562148f098f507f9c640a15c>.

Appendix B  
Sample Contract

**AGREEMENT FOR THE PURCHASE AND INSTALLATION OF  
EMERGENCY GENERATOR  
BY AND BETWEEN  
THE PHILADELPHIA PARKING AUTHORITY  
AND**

---

Contract No. K-23-0093

**THIS AGREEMENT** effective as of this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between **The Philadelphia Parking Authority**, an agency of the Commonwealth of Pennsylvania and a body corporate and politic, with its principal address at 701 Market Street, Suite 5400, Philadelphia, PA 19106 (the "**Authority**") and \_\_\_\_\_, a \_\_\_\_\_, with its registered address at \_\_\_\_\_ ("**Contractor**").

**WITNESSETH:**

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

**WHEREAS**, the Authority, in the public interest, desires to purchase a new 50 kw diesel generator for use at the Autopark at Olde City located at 125 South 2<sup>nd</sup> Street ("Equipment"), subject to the terms and conditions set forth herein;

**WHEREAS**, the Authority requires an experienced Contractor to provide professional services associated with the purchase and installation of the Equipment, and proper removal of the current generator;

**WHEREAS**, the Authority initiated a request for proposal process through RFP No. 23-19 for "Emergency Generator Replacement at Autopark at Olde City" in order to foster competition and obtain the best value ("RFP"), attached hereto as Exhibit "B";

**WHEREAS**, Contractor submitted a confirming Proposal responding to the RFP on \_\_\_\_\_ ("Proposal"), attached hereto as Exhibit "C";

**WHEREAS**, after due consideration and deliberation within the Authority, Contractor was selected to provide the Equipment upon the successful negotiation of this Agreement and assent of the Authority's Board; and

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

**1. SCOPE OF SERVICES.**

The Authority hereby engages and Contractor hereby agrees to provide the following Equipment and related services ("Services"):

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

B. Equipment to be used by the Authority will be in accordance with the provisions and specifications provided in this Agreement, the RFP, and the Proposal;

C. To coordinate the fulfillment of this Agreement with the Authority's Project Manager, **Kevin McClain**, Director of Facilities Maintenance, who may be reached at 215-683-9666 or by e-mail at [Kmcclain@philapark.org](mailto:Kmcclain@philapark.org). However, the parties agree that only the Authority's Board or Executive Director may consent to any alteration or amendment to this Agreement, and in each such case in writing;

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

## 2. **TERM**

The term of this Agreement shall commence on the date first written above and shall end automatically upon the expiration of the warranty provided by Contractor as detailed in section \_\_\_\_\_ of the Proposal. The warranties as described in Section 6 herein will survive termination of this Agreement.

## 3. **CONSIDERATION AND PAYMENT.**

A. For the performance of Services described herein, the Authority will pay the Contractor in accordance with the cost detailed in section \_\_\_\_\_ of the Proposal. Contractor agrees to accept such amounts resulting from the Services performed as the sole and full compensation for such Services.

B. The Contractor will invoice the Authority monthly and in arrears for payment for Services as provided in this Agreement in a form acceptable to the Authority. All invoices must be forwarded to the Project Manager at the Authority's address provided above.

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

D. No late fees, penalties, or interest may be assessed against the Authority for late payments.

E. Contractor acknowledges that the Authority is not required to request any Services during the Term and there is no minimum monetary amount that the Authority is required to pay for Services provided during the Term of this Agreement.

F. Contractor acknowledges that this Agreement is not an exclusive contract for services and that the Authority may enter into agreements with other vendors for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

#### **4. TERMS OF DELIVERY AND INSTALLATION**

A. Contractor shall deliver and install the Equipment as soon as reasonably possible upon receipt of an Authority Purchase Order. The Equipment shall be delivered to the Authority at:

**The Philadelphia Parking Authority  
Autopark Olde City  
125 South 2<sup>nd</sup> Street  
Philadelphia, PA 19106  
Attn: Kevin McClain**

B. Upon Delivery, the Equipment shall be inspected by the Authority to assure adherence to the specifications detailed in the RFP and the Proposal. In the event all or any of the Equipment fails to meet any of the specifications, such occurrence shall be cause to return all or any portions of the subject installment, after which Contractor shall be obligated to deliver a new conforming installment order of Equipment in at least the same quantity within fourteen (14) calendar days of notice of non-acceptance by the Authority and/or may be deemed a breach of this Agreement by Contractor and shall release the Authority from any and all liabilities or obligations hereunder.

C. For purposes of this Agreement, "Delivery" shall mean the date upon which each component of the Equipment, meeting all specification requirements detailed in the RFP and the Proposal, is transferred to the physical and titular possession of, and accepted by, the Authority at the Authority's designated location. No risk of loss shall pass to the Authority until each subject Equipment is accepted by the Authority.

D. The Authority shall have five (5) business days from the date of Delivery to reject the non-conforming Equipment.

#### **5. RIGHTS AND REMEDIES**

A. If an event or default occurs, the Authority shall, at its sole discretion, in addition to the right of cancellation and liquidated damages, be entitled to all remedies for a breach of contract set forth in the UCC and all other remedies available at law or in equity. Additionally, the Authority may, at its option:

1. Refuse to accept delivery of the Equipment;
2. Refuse to accept a subsequent tender of substitute, conforming Equipment;
3. Return nonconforming or late delivered Equipment to Contractor at Contractor's expense and, at the Authority's option, either recover all payments made therefore and expenses incident thereto, or at Contractor's expense, receive replacement therefore;



4. Recover any advance payments from Contractor for undelivered Equipment;
5. Rework the Equipment to make it conform to the warranties and charge Contractor for the expense thereof;
6. Use the Equipment for a purpose other than the purpose originally intended and charge Contractor for the amount by which the purchase price exceeds the price of Equipment normally required for such alternative purposes;
7. Have Contractor repair or replace defective Equipment at Contractor's expense;
8. If defective Equipment is repaired or replaced by the Authority or Contractor, charge Contractor for all costs and expenses of repairing or restoring non-defective Equipment distributed as a consequence of repairing or replacing defective Equipment.
9. If the Equipment causes any harm or damage to any Authority property, charge Contractor for all costs and expenses of repairing or replacing such property.

B. The Authority shall be entitled to exercise any or all of the remedies specified above or each of such remedies in part, provided, however, that the Authority shall not be permitted to recover more than once for any part of a performance called for by these Terms and Conditions. **NONE OF THE REMEDIES AVAILABLE TO THE AUTHORITY HEREUNDER MAY BE LIMITED EXCEPT TO THE EXTENT AND IN THE MANNER AGREED UPON BY THE AUTHORITY IN A SEPARATE AGREEMENT SPECIFICALLY DESIGNATING SUCH LIMITATION AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE AUTHORITY.**

## **6. WARRANTIES**

A. Contractor hereby expressly guarantees all Equipment purchased and delivered under this Agreement against any defects in workmanship for a period of one (1) year.

B. Contractor expressly warrants that the Equipment purchased and delivered pursuant to this Agreement:

1. Shall strictly conform in all respects with the descriptions and specifications detailed in the RFP, and the Proposal, as incorporated herein;
2. Shall strictly conform in all respects to any samples, drawings, specifications or other written documents presented to the Authority in connection with the sale of such Equipment to the Authority;
3. Shall be merchantable, fit for the purpose for which such Equipment is intended, shall comply with industry standards and shall conform with the description of the product provided to the Authority;
4. Shall be free from all defects, including latent defects, in workmanship and material design; and

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

C. In addition to the foregoing express warranties, the Equipment purchased hereunder shall be subject to all warranties arising by operation of law. These warranties shall survive inspection, delivery, acceptance, and payment, shall run to the Authority, its officers, agents, employees, successors, assigns, customers and users of the Equipment and shall not be deemed to be exclusive.

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

**7. NO SOLICITATION/CONFLICTS OF INTEREST**

A. Contractor does hereby warrant and represent that the laws of the Commonwealth of Pennsylvania have not been violated as they relate to the procurement or performance of this Agreement by any conduct, including payment or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly to any Authority employee, officer or Contractor.

B. To the best of Contractor's knowledge, no Authority member or officer, and no employee of the Authority has any interest (whether contractual, non-contractual, financial or otherwise) in this transaction or in the business of Contractor. If such transaction comes to the knowledge of the Contractor at any time, a full and complete disclosure of such information must be made to the Authority.

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

**8. INABILITY OF CONTRACTOR TO PERFORM**

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

**9. TERMINATION FOR CONVENIENCE OF AUTHORITY**

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

## **10. GENERAL TERMS AND CONDITIONS**

### **A. Right to Know Law Provisions.**

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

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

i. Provide the Authority, within 5 days after receipt of written notification, with copies of any document or information in the Contractor’s possession arising out of this Agreement that the Authority reasonably believes is Requested Information and may be a public record under the RTKL; and

ii. Provide such other assistance as the Authority may reasonably request, in order to comply with the RTKL with respect to this Agreement.

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

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

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

6. If the Contractor fails to provide the Requested Information as provided in paragraph No. 4. (“Contractor’s Refusal”) the party requesting the information may have the right to challenge that failure to disclose before the Pennsylvania Office of Open Records (“OOR”) and potentially the courts. Contractor hereby understands and agrees that the Authority will not argue in favor of the Contractor’s non-disclosure of the Requested Information and will inform the tribunal that it directed Contractor to produce such information.

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

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

ii. Contractor further agrees that it will indemnify and hold the Authority harmless for any damages, penalties, costs, detriment or harm that the Authority may incur as a result of the Contractor's failure to release Requested Information, including any statutory damages or order to pay any party's attorney's fees.

8. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Authority's disclosure of Requested Information pursuant to the RTKL.

9. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration or termination of this Agreement and will continue as long as the Contractor has Requested Information in its possession.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**S. Taxes.**

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

2. As an agency of the Commonwealth of Pennsylvania, and a local government agency, the Authority is exempt from the payment of state and local sales and use and other taxes on material, equipment or other personal property. Contractor agrees that the fees, prices or rates stated in this Agreement (1) do not include any state or local taxes, surcharges or fees on the Authority in connection with this transaction, and (2) do include all other applicable taxes for which Contractor is liable. In the event Contractor's performance under this Agreement creates a tax liability, such taxes, including but not limited to, real estate taxes, school taxes, use & occupancy taxes, and sales taxes will be the sole obligation of Contractor, and Contractor must maintain current accounts as to the payment of such taxes and be liable over to the Authority for any taxes assessed against the Authority as a result of Contractor's performance under this Agreement.

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

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

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

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

**SIGNATURE PAGE TO FOLLOW**

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

**The Philadelphia Parking Authority**

Attest: \_\_\_\_\_

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

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

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

Richard Lazer  
Executive Director

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
General Counsel's Office

**Contractor**

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

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

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

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

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

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



**Exhibit “A”**  
**Philadelphia Parking Authority**  
**CONTRACTOR INTEGRITY PROVISIONS**

1. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. For violation of any of these Contractor Integrity Provisions the Authority may terminate this and any other contract with Contractor, claim liquidated damages in an

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

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

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

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

**Exhibit “B”  
RFP**

**Exhibit “C”  
PROPOSAL**

Appendix C  
Insurance Requirements

THE PHILADELPHIA PARKING AUTHORITY  
RFP NO. 23-19 EMERGENCY GENERATOR REPLACEMENT AT OLDE CITY GARAGE  
INSURANCE REQUIREMENTS

Prior to commencement of the contract and until completion of your work, **Contractor** shall, at its sole expense, maintain the following insurance on its own behalf, with an insurance company or companies having an A.M. Best Rating of “A-: Class VII” or better, and furnish to The Philadelphia Parking Authority (PPA) Certificates of Insurance evidencing same. Coverage must be written on an “occurrence” basis (exception – professional liability may be written on a “claims-made basis) and shall be maintained without interruption through the entire period of this agreement.

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

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

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

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

- a) Occurrence Form with the following limits:

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

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

- c) Owner must be named as additional insured as shown in requirement #9.

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

- a) Coverage to include:

- i. All Owned, Hired and Non-Owned Vehicles
- ii. 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 #9.

4. Excess/Umbrella Liability Insurance: with a minimum acceptable limit of coverage of \$1,000,000 per occurrence and aggregate. Such coverage shall be excess of the general liability insurance, business auto liability insurance, and employers liability as required by this contract. Owner must be named as additional insured as shown in requirement #9.

5. Contractor’s Equipment: Insurance shall be maintained by Contractors protecting against loss of, or damage to, Contractor’s owned, borrowed or rented equipment, tools, machinery, materials and supplies, including tools owned by Contractor’s employees, as well as Contractor’s work until final acceptance of the project.

THE PHILADELPHIA PARKING AUTHORITY  
RFP NO. 23-19 EMERGENCY GENERATOR REPLACEMENT AT OLDE CITY GARAGE  
INSURANCE REQUIREMENTS

6. Installation Floater: In the absence of a Builder's Risk Policy, subcontractor will maintain an Installation Floater policy with limits equal to or greater than the value of the specific project.
7. Deductibles or Self-Insured Retention's: **Contractor** is 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. The Philadelphia Parking Authority, The National Park Service, the City of Philadelphia, the Commonwealth of Pennsylvania, their respective agents, employees, representatives, officers and directors individually and collectively, shall be added as ADDITIONAL INSUREDS on the policies as noted above. **Contractor's** coverage shall be primary and non-contributory to any other coverage available to Philadelphia Parking Authority, including, without limitation, coverage maintained by Philadelphia Parking Authority wherein Philadelphia Parking Authority is named insured, and that no act of omission shall invalidate the coverage.

It is agreed that **Contractor's** insurance will not be cancelled, materially changed or non-renewed without at least thirty (30) days written notice to The Philadelphia Parking Authority, 701 Market Street, Suite 5400, Philadelphia, PA 19106, by Certified Mail-Return Receipt Requested.
11. Waiver of Rights of Recovery and Waiver of Rights of Subrogation:
  - a) **Contractor** 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 **Contractor** pursuant to this Contract.
  - b) **Contractor** 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 **Contractor** pursuant to this contract.
  - c) If any of the policies of insurance required under this Contract require an endorsement to provide for the waiver of subrogation set forth in b, above, then the named insured's of such policies will cause them to be endorsed.
12. 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 **Contractor**.
13. 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 statute shall be its own responsibility and at its own expense.
14. The carrying of insurance shall in no way be interpreted as relieving **Contractor** of any responsibility or liability under the contract.
15. Prior to the commencement of work or use of premises, **Contractor** shall file Certificates of Insurance with The Philadelphia Parking Authority, which shall be subject to The Philadelphia Parking Authority's approval of adequacy of protection and the satisfactory character of the insurer. The Certificates of Insurance should be mailed within five days of receipt of these insurance requirements to The Philadelphia Parking Authority, 701 Market Street, Suite 5400, Philadelphia, PA 19106, regardless of when your work will start. Project description and Job



THE PHILADELPHIA PARKING AUTHORITY  
RFP NO. 23-19 EMERGENCY GENERATOR REPLACEMENT AT OLDE CITY GARAGE  
INSURANCE REQUIREMENTS

Number must be shown on the Certificate of Insurance.

In the event of a failure of **Contractor** 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 **Contractor** 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.

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