

# REQUEST FOR PROPOSALS FOR

## Electrical Upgrades at Lot 6

RFP No. 23-20

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

<b>SUMMARY</b>	
<b>When:</b>	Proposals must be submitted by <b>Wednesday, April 3, 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, April 3, 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. 23-20 Electrical Upgrades at Lot 6”</b> . All proposals must be presented with <b>one (1) original and (7) 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>	<p>A mandatory Pre-Proposal Meeting will be held at Lot 6 located at 4701 Bath Street, Philadelphia, PA 19137 on <b>Friday, March 15, 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, please allow for adequate time to attend the Pre-Bid Meeting.</p> <p><b>Prospective Offerors who are having difficulties locating the garage should contact Shannon Stewart for assistance at 215.837.9025.</b></p> <p>Please complete the <a href="#">Offeror Registration Form</a> to complete your registration for this solicitation.</p>

### **I-1. Introduction.**

This Request for Proposals (“RFP”) is being issued by the Philadelphia Parking Authority, (“Authority”), a body corporate and politic created under the laws of the Commonwealth of Pennsylvania in accordance with the Act of June 19, 2001, P.L. 287, No. 22, 53 Pd. C.S. § 5501 et seq. as amended, known as the “Parking Authority Law”. The Authority is seeking proposals from a licensed electrician to route new electrical power to three locations at Lot 6.

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

### **I-2. Mission Statement.**

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

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

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

Applying latest technology and continuing staff development to provide the highest quality public service with maximum efficiency.

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

Prospective Offerors are encouraged to submit questions concerning the RFP in writing no later than **Friday, March 22, 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/0af931421381446a91edc8fb1f6a061a>

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/0af931421381446a91edc8fb1f6a061a>

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 **Wednesday, April 3, 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 bidder who makes the final decision on terms and prices identified in the bid.
3. Bid rigging or collusion and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit below should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid 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 bid" as used in the Affidavit has the meaning commonly associated with that term in the invitation for bid process and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file and attach an Affidavit in compliance with these instructions will result in disqualification of the proposal.

#### **I-10. Insurance Requirements.**

The successful Offeror will be required to submit Insurance Coverage as outlined in *Appendix C*. Offerors must submit with their proposal a sample certificate of insurance from a recent project that meets the requirements.

If you do not currently carry the level of insurance that is required, you must submit a letter from your insurance company indicating that they will provide the required insurances as outlined in this RFP, if awarded a contract.

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/ea88c5492f1a40ea9fb42407a1cec3f8>

**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 # 24-01775) from the PA Department of Labor and Industry Enterprise Portal at:

<https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fwww.dliscureweb.pa.gov%2fPrevWage%2fPages%2fProject.aspx%3fd%3d180025%26PageType%3d&c=E,1,dLkKdGjGxli69esTqJFY4IkLWYB3VCleNwlHqpPcaT9aIJ1eRQ7jU36-l--N0E0hxXGYP8s-3dcnly0BHkRAU4zughguiwMTqpr3vFGKhA,,&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.

The tab requirements are as follows:

- Tab A – Transmittal Letter
- Tab B – Qualifications and Experience
- Tab C – Proposal Form
- Tab D – Technical Response
- 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 they have 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.

Offerors must provide a valid Philadelphia Electrician Contractor's License.

#### 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. Technical Response (Tab D).

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 Bidder 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 licenses and certifications needed to perform the services detailed in the Work Statement. All 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. **Weight: 5%**
- b. Qualification and experience of the Offeror with regard to the Work Statement outlined in the RFP. **Weight: 30%**
- c. The technical ability and capacity of the Offeror to meet the terms of the contract as evidenced by technical response, financial capacity, reference feedback and past performance. **Weight: 25%**
- d. Proposed fees, costs, and changes to the proposed contract although the Authority is not bound to select the contractor who proposes the lowest fees. **Weight: 30%**
- e. Small Diverse Business Participation. **Weight: 10%**

## PART IV

### WORK STATEMENT

#### IV-1. General.

The Authority is seeking proposals from qualified Offerors to route new electrical power from PECO installed power located on an existing pole to three locations at Lot 6, located at 4701 Bath Street, Philadelphia, PA 19137, new trailers, Supervisor's trailer and an existing guard booth. The lighting source on the lot is not included in the scope of work.

#### IV-2. Specific.

PECO has completed a new pole mounted service installation in the corner of the lot less than 50 feet from the existing trailer. Contractor will be responsible for field verification and any site requirements for electrical services.

The new trailers have a 125-amp and 100-amp circuit panels installed. The contractor will be responsible for providing all necessary means, methods, and associated materials such as Cabinet for CT's, Cuts, NEMA rated outdoor panel, wiring, ariel wiring, meter socket, and any permits required.

The contractor will need to disconnect power to the existing trailer that is to be removed and disposed of and connect the new power supply to the new trailers once they are set in place by the modular contractor, Wilmot. The Supervisor's trailer and the guard booth will be included with the new service. The Contractor will need to provide power to the Supervisor's trailer and the guard booth while work is being performed.

Staging and laydown areas will be provided, if required.

All work must be coordinated with the Authority and Wilmot.

- A. Contractor will provide all labor, management, materials, permits, parts and supplies, equipment and transportation necessary to furnish electrical services.
- B. Contract must be an active licensed electrician in Pennsylvania.
- C. Contractor will be responsible for performing the work necessary to meet all or exceed The National Electrical Code ("NEC") or NFPA 70. Contractor must comply with all Federal, State and local building codes.
- D. The lot will be closed while the work is being performed but Authority staff will be present.
- E. Contractor will need to coordinate with Wilmot to disconnect the power from the existing trailer prior to removal by Wilmot.
- F. **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.
- G. **Warranty**
  - 1. Contractor will provide a minimum of a one (1) year warranty for all work performed and all materials provided to the covered systems. The guarantee must include any and all defective workmanship.

## 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 on the Effective Date and shall end upon Final Acceptance as defined in Appendix B.

Appendix A  
Proposal Form

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

**ELECTRICAL UPGRADES AT LOT 6  
RFP No. 23-20**

**PROPOSAL FORM**

1. The undersigned submits this proposal in response to the above referenced **RFP No. 23-20 Electrical Upgrades at Lot 6** being familiar with and understanding the advertised notice of opportunity, General Information, Work Statement, Bid Form, Affidavit of Non-Collusion, and Addenda if any (the “Bid 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 bid is the “Bidder”.
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 on the Effective Date and shall end upon Final Acceptance as defined in Appendix B.

5. **Cost Proposal:** Provide hourly rates, estimated hours and materials and supplies cost to complete the services described in the Work Statement.

Hourly Rates		Estimated Hours	Total
Electrician	\$		\$
Laborer	\$		\$
Apprentice	\$		\$
Materials and Supplies Cost			\$
Overall Total			\$



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

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Signature

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Name  
(Please Print)

---

Title

---

Date

7. **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

- 8. Site Inspection Statement:** The undersigned Offeror has visited and examined the site located at 4601 Bath Street, Philadelphia, PA 19137. As a consequence of this inspection, the undersigned Offeror has knowledge of local conditions and is fully cognizant of the circumstances and conditions that may affect the prosecution and completion of the work and the cost thereof.

The site inspection took place prior to the proposal submission date.

---

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

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

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

\_\_\_\_\_  
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

**13. In Progress Projects:** 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.

Project Name \_\_\_\_\_

Owner \_\_\_\_\_

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

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

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

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

Architect \_\_\_\_\_

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

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

Project Name \_\_\_\_\_

Owner \_\_\_\_\_

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

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

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

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

Architect \_\_\_\_\_

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

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

Project Name \_\_\_\_\_

Owner \_\_\_\_\_

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

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

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

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



Architect \_\_\_\_\_

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

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

Project Name \_\_\_\_\_

Owner \_\_\_\_\_

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

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

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

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

Architect \_\_\_\_\_

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

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

**14. Completed Projects:** 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.

Project Name \_\_\_\_\_

Owner \_\_\_\_\_

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

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

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

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

Architect \_\_\_\_\_

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

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

Project Name \_\_\_\_\_

Owner \_\_\_\_\_

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

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

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

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

Architect \_\_\_\_\_

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

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

Project Name \_\_\_\_\_

Owner \_\_\_\_\_

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

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

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

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

Architect \_\_\_\_\_

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

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

Project Name \_\_\_\_\_

Owner \_\_\_\_\_

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

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

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

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

Architect \_\_\_\_\_

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

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

# 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. 23-20 Electrical Upgrades at Lot 6**

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/ea88c5492f1a40ea9fb42407a1cec3f8>.

Appendix B  
Sample Contract

**CONTRACT FOR  
ELECTRICAL SERVICES**

Contract No. K-23-0094

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

**RECITALS**

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

**WHEREAS**, the Authority requires the services of a qualified electrical contractor for the routing of electrical power and other related electrical services at the Authority's impoundment lot located at 4701 Bath Street, Philadelphia, PA 19137;

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

**WHEREAS**, on \_\_\_\_\_, the Authority issued a Request for Proposals "No. 23-20 Electrical Upgrades at Lot 6" ("RFP") to secure a qualified electrical contractor to provide the electrical services. The RFP is attached hereto as Exhibit "B" and incorporated into this Agreement as if set forth fully herein;

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

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

**WHEREAS**, upon review of Contractor's Proposal responding to the RFP, the Authority's Board voted at a public meeting to award this contract to Contractor.

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

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

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

b) "Final Acceptance" is defined in section Three (3) of this Contract.

c) "Notice to Proceed" shall mean a written notice sent to the Contractor stating that the Contract has been fully executed and that the Contractor may commence performance of the electrical services.

2. Services.

(a) Contractor will provide electrical services to the Authority in accordance with the work statement provided in Part IV of the RFP and Tab \_\_\_\_ of the Proposal ("Services").

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

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

3. Final Acceptance. Upon final completion of the Services provided by Contractor, the Authority and Contractor will conduct one or more acceptance test(s) to determine if the Services provided satisfy the applicable acceptance criteria set forth in the Work Statement of the RFP. Final Acceptance of the Services will occur upon the written approval of the Authority's Project Manager confirming that the acceptance test(s) have been successfully completed. The granting of any payment by the Authority, or the receipt thereof by Contractor, will in no way lessen the liability of Contractor to replace unsatisfactory work performed by the Contractor, although the unsatisfactory character of such work may not have been apparent or detected at the time such payment was made.

4. Compensation. The Authority will pay Contractor a fixed fee ("Fixed Fee") for the Services provided pursuant to the fee schedule identified in the Proposal. At no time will Contractor be reimbursed for any administrative or overhead costs incurred by Contractor in fulfilling the terms of this Agreement, including, but not limited to, any time, fees or expenses associated with Contractor's travel, fuel, lodging, food, or photocopying in connection with the Services provided by Contractor without the advanced written approval of the Authority's Executive Director.

5. Term of Contract.

a) The term of this Contract shall commence on the Effective Date and shall end upon Final Acceptance, subject to the other provisions of this Contract ("Term"). The Authority may terminate this Contract at any time in its sole discretion as provided in Section 17.a.

b) Except as otherwise specifically provided for herein, the Authority shall not be liable to pay the Contractor for any services or work performed or expenses incurred before the Effective Date of this Contract and before the Authority has delivered a written assignment of specific work to be performed by Contractor.



6. Project Schedule.

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

b) The project deadline dates must be memorialized in an email between the parties. Any changes to that schedule must be mutually agreed to by the Contractor and the Authority's Project Manager. The Authority's Project Manager is Kevin McClain, Director of Facilities Maintenance, who may be reached at (215) 683-9666 or KMcClain@philapark.org.

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

7. Billing. When in the course of providing Services, Contractor shall submit invoices to the Authority addressed as follows:

The Philadelphia Parking Authority  
Accounts Payable Department  
701 Market Street, Suite 5400  
Philadelphia, PA 19106

8. Consultation. Contractor must keep the Authority's Project Manager reasonably informed of the project's progress and must notify the Authority's Project Manager promptly of any factor, occurrence, or event coming to its attention that may affect Contractor's ability to meet the project's deadlines. The Contractor will not make any offer, proposal, or compromise without the written consent of the Authority's Executive Director.

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

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

11. Modification or Changes. Changes regarding the funding of a Contract or a change in Contract length may be accomplished only by approval of the Authority's Board and must be in writing and must be signed by the Authority and the Contractor. All other changes to contract terms, including changes in the scope of work, must be incorporated into a formal written amendment to

this Contract, signed by both parties, and executed in the same manner as this original Contract and in accordance with applicable law.

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

13. Warranty. Contractor warrants that it has not taken any action that interferes with, or in any way nullifies, any applicable manufacturer's warranty related to the Services. Contractor will provide a minimum one (1) year warranty for all Services provided to the Authority.

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

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

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

17. Termination Provisions. The Authority has the right to terminate this Contract for any of the following reasons. Termination shall be effective upon written notice to the Contractor.

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

b) Termination for Cause. The Authority shall have the right to terminate this Contract for Contractor default upon written notice to the Contractor. The Authority shall also have the right, upon written notice to the Contractor, to terminate the Contract for other cause as specified in this Contract or by law. If it is later determined that the Authority erred in terminating the Contract for

cause, then, at the Authority's discretion, the Contract shall be deemed to have been terminated for convenience under Subparagraph 15.a.

18. Integration Clause. This Contract, including all referenced documents, constitutes the entire agreement between the parties. Terms used in exhibits hereto shall have the same meanings as are ascribed thereto in this Contract unless otherwise defined therein. No agent, representative, employee, or officer of the Authority or the Contractor has authority to make, or has made, any statement, agreement, or representation, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to, detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished pursuant to Paragraph 10 of this Contract.

19. Nondiscrimination/Sexual Harassment. The Contractor shall comply with all applicable provisions of state and federal constitutions, laws, regulations, and judicial orders pertaining to nondiscrimination, sexual harassment, and equal employment opportunity.

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

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

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

23. Notice.

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

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

24. Applicable Law. This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. Contractor consents to the jurisdiction of the Philadelphia Court of Common Pleas, waiving any claim or defense that such forum is not convenient or proper. Contractor agrees that the Philadelphia Court of Common Pleas shall have *in personam* jurisdiction over it and consents to service of process in any manner authorized by Pennsylvania law.

25. General Provisions.

a) Right to Know Law Provisions.

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

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

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

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

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

4. The Authority will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Authority determines that the Requested Information is clearly not protected from disclosures under the RTKL. In the event the Authority

determine that the Requested Information is clearly not exempt from disclosure, the Contractor must provide the Requested Information to the Authority within 5 days of receipt of written notification of the Authority's determination.

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

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

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

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

ii) Contractor further agrees that it will indemnify and hold the Authority harmless for any damages, penalties, costs, detriment or harm that the Authority may incur as a result of the Contractor's failure to 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. Contractor's duties relating to the RTKL are continuing duties that survive the expiration or termination of this Agreement and shall continue as long as the Contractor has Requested Information in its possession.

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

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

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

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

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

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

h) Taxes.

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

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

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

j. Ethical Process. Contractor does hereby warrant and represent that the laws of the Commonwealth of Pennsylvania have not been violated as they relate to the procurement or performance of this Contract by any conduct, including payment or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly to any Authority employee, officer or Contractor. To the best of Contractor's knowledge, no Authority member or officer, and no employee of the Authority has any interest (whether contractual, non-contractual, financial or otherwise) in this transaction or in the business of Contractor. If such transaction comes

to the knowledge of the Contractor at any time, a full and complete disclosure of such information shall be made to the Authority.

k. Prior Contracts. Contractor agrees that upon the Effective Date of this Contract any prior contract(s) between Contractor and the Authority to perform any electrical services at the Authority's impoundment lot located at 4701 Bath Street, Philadelphia, PA 19137 shall be considered terminated.

l. 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 shall remain valid and enforceable.

**SIGNATURE PAGE TO FOLLOW**

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

**The Philadelphia Parking Authority**

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

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

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

By: \_\_\_\_\_  
Richard Lazer  
Executive Director

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

APPROVED AS TO FORM

By: \_\_\_\_\_  
Office of General Counsel

**Contractor**

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

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

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

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

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

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



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

1. Definitions.

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

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

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

d) **Contractor Related Parties** means any affiliates of Contractor and 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. 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. 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 Contractor's compliance with the terms of this or any other agreement between Contractor and the Authority that results in the suspension or debarment of Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in 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. Nondiscrimination/Sexual Harassment. Contractor agrees:

a) In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, Contractor, each subcontractor, or any person acting on behalf of Contractor or subcontractor shall not discriminate in violation of the Pennsylvania Human Relations Act (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

b) Neither Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.

c) Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

d) Contractor and each subcontractor shall not discriminate in violation of PHRA and applicable federal laws against any subcontractor or supplier who is qualified to perform the work to which the contract relates.

e) Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Small Business Opportunities (BSBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

f) Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.

g) Contractor’s and each subcontractor’s obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, Contractor and each subcontractor shall have an obligation to inform the Authority if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.

h) The Authority may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place Contractor in Contractor Responsibility File.

12) Americans with Disabilities Act. Contractor agrees as follows.

a) Pursuant to the federal regulations promulgated under the authority of the Americans With Disabilities Act, 28 C.F.R. 35.1010 et. Seq., Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation on this contract or from activities provided under this contract. As a condition of accepting and executing this contract, Contractor agrees to comply with the “General Prohibitions Against Discrimination,” 28 C.F.R. 35.130, and all other regulations promulgated under Title II of the Americans With Disabilities Act,

which are applicable to the benefits, services, programs, and activities provided by the Authority through contracts with outside contractors.

13. 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.

14. 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 Contractor. Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, Contractor shall have an obligation to immediately notify the Authority in writing if at any time during the term of the contract it becomes aware of any event which would cause Contractor's certification or explanation to change. Contractor acknowledges that the Authority may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

**Exhibit “B”  
RFP**

**Exhibit “C”  
Contractor’s Proposal**

Appendix C  
Insurance Requirements

THE PHILADELPHIA PARKING AUTHORITY  
RFP NO. 23-20 ELECTRICAL UPGRADES AT LOT 6  
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 #10.
  
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 #10.
  
4. Excess/Umbrella Liability Insurance: with a minimum acceptable limit of coverage of \$5,000,000 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 #11.
  
5. Professional (E&O) Liability Insurance with minimum acceptable limits of \$2,000,000 per claim and aggregate. Claims-made is acceptable, but if coverage is canceled, non-renewed or discontinued, an Unlimited Extended Reporting Period (Tail) must be purchased by Contractor.



THE PHILADELPHIA PARKING AUTHORITY  
RFP NO. 23-20 ELECTRICAL UPGRADES AT LOT 6  
INSURANCE REQUIREMENTS

6. 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.
7. Installation Floater: In the absence of a Builder's Risk Policy, subcontractor will maintain Installation Floater policy with limits equal to or greater than the value of the specific project.
8. 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.
  9. 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, its 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.
10. 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.
11. The amount of insurance provided in the aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of the **Contractor**.
12. Any type of insurance or any increase in limits of liability not described above which the Authority requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
13. The carrying of insurance shall in no way be interpreted as relieving **Contractor** of any responsibility or liability under the contract.
14. Prior to the commencement of work or use of premises, **Contractor** shall file Certificates of

THE PHILADELPHIA PARKING AUTHORITY  
RFP NO. 23-20 ELECTRICAL UPGRADES AT LOT 6  
INSURANCE REQUIREMENTS

Insurance with The Philadelphia Parking Authority, which shall be subject to The Philadelphia Parking Authority's approval of adequacy of protection and the satisfactory character of the insurer. The Certificates of Insurance should be mailed within five days of receipt of these insurance requirements to The Philadelphia Parking Authority, 701 Market Street, Suite 5400, Philadelphia, PA 19106, regardless of when your work will start. Project description and Job Number must be shown on the Certificate of Insurance.

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.

15. 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.
16. 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.
17. 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.
18. 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.