

**REQUEST FOR PROPOSALS FOR**  
**Valet Services at Philadelphia International Airport**

**RFP No. 23-23**

**TABLE OF CONTENTS**

<b>Part I - GENERAL INFORMATION FOR OFFERORS</b>	<b>page 2</b>
<b>Part II - INFORMATION REQUIRED FROM OFFERORS</b>	<b>page 8</b>
<b>Part III - CRITERIA FOR SELECTION</b>	<b>page 11</b>
<b>Part IV - WORK STATEMENT</b>	<b>page 12</b>
<b>Part V - CONTRACT TERMS AND CONDITIONS</b>	<b>page 18</b>
APPENDIX A – PROPOSAL FORM	
APPENDIX B – SAMPLE CONTRACT	
APPENDIX C – MINIMUM INSURANCE REQUIREMENTS	
APPENDIX D – OVERVIEW OF PHL ROADWAYS	

**PART I**

**GENERAL INFORMATION TO OFFERORS**

<b>SUMMARY</b>	
<b>When:</b>	Proposals must be submitted by <b>Wednesday, February 21, 2024 at 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, February 21, 2024 at 12:00 PM.</b> Whether mailed or hand-delivered, all envelopes must display the company’s name and must be boldly and clearly handwritten (not typewritten) “RFP No. 23-23 Valet Services at Philadelphia International Airport”. All proposals must be presented with <b>one (1) original and six (6) copies</b> , individually numbered, and an electronic version consisting of one PDF file via USB drive. Please do not password protect the USB drive or file.
<b>Mandatory Pre-Proposal Meeting</b>	<p>A mandatory Pre-Proposal Meeting will be held on <b>Monday, February 5, 2024 at 11:00 AM</b> at the offices of the Authority’s Airport Operations located at 1 Main Toll Plaza, Philadelphia International Airport, Philadelphia, PA 19153. A mandatory site visit will be conducted after the Pre-Proposal Meeting. Please allow for adequate time to attend both the Pre-Proposal Meeting and the site visit, which will last approximately 2 hours.</p> <p><b>Prospective Offerors who are having trouble locating the Authority’s Airport Operations Building 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 for valet services at the Philadelphia International Airport under a one (1) year contract. The term of the contract may be extended by and at the sole option of the Authority for up to 3 (three) additional one-year renewals.

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

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

The mission of the Philadelphia Parking Authority is to contribute to the economic vitality of Philadelphia and the surrounding region by effectively managing and providing convenient parking on the street, at the airport, and in garages and lots; effectively 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 **Monday, February 12, 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/90eb4f7f703e4a249e1f40fd1cc2b2b0>

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 and Clarification of Instructions Submission Form using the link below, prior to the question deadline.

<https://app.smartsheet.com/b/form/90eb4f7f703e4a249e1f40fd1cc2b2b0>

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. Restriction of Contact.**

From the issue date of this RFP until the Authority's Board approves the selected Offeror, **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 selection. Offerors must agree not to distribute any part of their proposal 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, February 21, 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 shall submit to the Authority the information and forms required, which forms, and information shall become the property of the Authority and will not be returned to Offerors, unless a written request to withdraw is received prior to the opening of proposals. Failure to attach documents required for submittal at the time of submittal will result in the 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. To receive points during scoring, 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. Corporations must sign through a duly authorized officer of the corporation with the officer's title clearly identified. Other business entities must sign through a duly authorized person with the title of the signer and type of entity clearly identified.

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

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

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

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

If you would like to request a waiver or relief for any coverages required, you must submit that request during the question period and allow the Authority to respond via addendum.

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

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

By submitting a proposal in response to this RFP the Offeror agrees that the Authority will not be bound to any contract, performance or payment obligation until the Authority's Board votes to award a contract to the successful Offeror 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 G)** 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 Activities 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 Activities 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, via email to Shannon Stewart at [stewart@philapark.org](mailto:stewart@philapark.org) 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.**

The selected Offeror will not assign or in any way transfer any interest in this agreement.

**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/6f37dc70c741869a63b7c202e8ee59>

**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.

## PART II

### INFORMATION REQUIRED FROM OFFERORS

#### II-1. Proposal Format.

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

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

An electronic version of the Proposal Form can be provided to all prospective Offerors upon request.

Forms that are altered by the offeror may be grounds for rejection of the Offeror's response.

The tab requirements are as follows:

- Tab A - Transmittal Letter
- Tab B – Qualifications and Experience
- Tab C - References
- Tab D - Proposal Form
- Tab E – Technical Response
- Tab F – Evidence of Insurance
- Tab G - Proposed Amendments to Contract
- Tab H - Disclosure of Legal Actions
- Tab I – Financial Statements

**Tabs that extend beyond the 8.5" 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.

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

Offerors must have a minimum of **three (3)** years' experience operating a turnkey valet operation at three (3) mid-size/major airports in North America.

Offerors are to provide a summary of their experience with providing valet services as described in the Work Statement and detailed resumes of persons proposed to work directly with the Authority.

The primary employee anticipated to be the project manager for this contract must be named. Include any personnel or services that set you apart from other valet service providers and why it would be most advantageous for the Authority to contract with your company.

#### II-4. References (Tab C).

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



## **II-5. Proposal Form (Tab D).**

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

## **II-6. Technical Response (Tab E).**

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.

Provide a detailed operational plan, outlining strategies for efficient valet operations and an overview of technology solutions to be implemented to perform the services as described in the Work Statement. Please include your staffing and training plan.

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-7. Insurance Requirements (Tab F).**

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

If you would like to request a waiver or relief for any coverages required, you must submit that request during the question period and allow the Authority to respond via addendum.

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

## **II-8. Proposed Amendments to Contract (Tab G).**

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

## **II-9. Disclosure of Legal Actions (Tab H).**

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

## **II-10. Financial Statements (Tab I).**

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

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

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

## 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 Evaluation Committee will recommend the proposal determined to be most advantageous to the Authority as determined by the criteria listed below to the Authority Board.

During the evaluation process, the Evaluation Committee may require an Offeror to answer questions with regard to the proposal and/or require certain Offerors to make formal presentations 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 to determine the most responsive Offerors as follows:

- |                                                                                                                                                                                             |                    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| a. Responsiveness of the proposal to the submission requirements set forth in the RFP.                                                                                                      | <b>Weight: 5%</b>  |
| b. Qualification and experience of the Offeror with regard to the Work Statement outlined in the RFP.                                                                                       | <b>Weight: 15%</b> |
| c. The technical ability and capacity of the Offeror to meet the terms of the contract as evidenced by the technical response, financial capacity, reference feedback and past performance. | <b>Weight: 40%</b> |
| d. Proposed fees, costs, and changes to the proposed contract although the Authority is not bound to select the contractor who proposes the lowest fees.                                    | <b>Weight: 30%</b> |
| e. Small Diverse Business participation.                                                                                                                                                    | <b>Weight: 10%</b> |

# PART IV

## WORK STATEMENT

### IV-1. General.

The Authority is seeking proposals from qualified and experienced valet service providers to enhance the overall passenger experience by offering reliable, efficient, and secure turnkey valet parking services (“Services”). The Contractor will be responsible for managing all aspects of valet operations, ensuring a seamless and customer-focused service at the Philadelphia International Airport (“PHL”).

PHL is owned and operated by the City of Philadelphia. The airport is a self-sustaining entity that operates without the use of local tax dollars. The Aviation Fund is self-supporting, using aircraft landing fees, terminal building rentals, concession revenue (including parking) and other facility charges to fund annual expenses.

PHL provides air service to 120 destinations (93 domestic and 27 international). Currently, 28 airlines operate from PHL, including nine mainline, 11 commuter, four foreign and four cargo carriers. In calendar year 2022, over 12.6 million enplanements passed through the Airport. The total population of the 11-county Philadelphia metro area is 6.24 million people. Prior to the pandemic, the estimated annual regional economic impact was \$16.8 million.

### IV-2. Specific.

Contractor will be responsible for all operational aspects of the Services including, but not limited to: staffing, training, customer service, Valet Management System, passenger transportation services including those that accommodate ADA guests (if applicable), PCI compliance, electronic valet signage, janitorial services of designated areas, and all other activities normally associated with the management of a valet facility.

The Contractor must staff and operate the Services twenty-four (24) hours per day, seven (7) days per week, every day of the year in a first-class manner and with enough personnel to ensure a successful, effective, efficient, courteous and convenient management and operation. The Contractor must conduct background checks on any potential employee that comply with PHL requirements.

Contractor must demonstrate exceptional leadership, innovation, management, operation, and control of the Services at all times and in a manner acceptable to the Authority.

The Contractor will be responsible for continuously updating the Authority on the performance of the Services at PHL, as well as providing industry expertise and suggestions for continuous improvement of the parking products.

The Authority has the right to change, add, delete valet products, and modify/eliminate staffing positions and levels at any time during the term of the contract.

#### A. Contractor Tasks and Service Standards

##### 1. Valet Management System

Contractor will provide and utilize a Valet Management System (“VMS”) to manage all Services, revenue collection and reporting. Contractor must provide the Authority with regular reports regarding the performance of the VMS and its related equipment and any other technology systems, and related components used to perform Services.

Any failures or outages of the VMS that cannot be immediately resolved, must be reported to the Authority within ten (10) minutes of system component failure or outage, regardless of time of day.

Contractor must log every individual VMS component failure or outage and report it to the Authority monthly.

Contractor will be responsible for developing and implementing the Standard Operating Procedures (“SOPs”) of the Services. The SOPs must include a detailed plan or procedure approved by the Authority, demonstrating how Contractor will avoid and mitigate any revenue losses associated with any failure or outage of the VMS.

Contractor will be responsible for executing the approved plan or procedure as described.

The Contractor's VMS must be able to integrate with PHL's current PARCS system, Orbility.

### **A. Payment Processing**

Contractor will assume the role of Merchant of Record, utilizing their own gateway and processor. Offeror will be responsible for all costs related to payment processing.

Contractor will be responsible for protecting all payment data collected and processed on behalf of the Authority.

Contractor must provide evidence of current PCI-DSS Service Provider Attestation of Compliance and must supply such evidence annually throughout the term of the contract.

## **2. Customer Vehicle Inventory**

Contractor will ensure that each customer vehicle utilizing the Services is properly recorded/accounted for by either the Valet Management System or Contractor staff in accordance with the approved SOPs.

The approved method may involve either: issuance of a machine readable, pre-numbered, automated vehicle identification (AVI); an automatically dated and time stamped parking ticket; acceptance of the customer's credit card; a License Plate Reader (LPR) system; or another Authority-approved method.

Contractor must also ensure each customer vehicle entering the Valet Facilities is properly imaged on all sides at a resolution and brightness level that allows for the identification of all apparent damage.

By 4:00 AM ET each day, Contractor must provide the Authority a count of all vehicles within the Valet Facilities as of 2:00 AM ET that same day. Contractor must also perform an audit of all keys (the "Key Audit") each night and report the results to the Authority by 4:00 AM ET each day. The Key Audit must measure the accuracy of key placement with the location of parked vehicles. Key Audit accuracy may not amount to less than ninety-eight percent (98%).

## **3. Proposed Operation**

### **Valet Procedures**

The upper parking deck of Garage E/F with a total capacity of approximately 457 parking spaces will be the designated parking location for the valet operator to park vehicles utilizing valet services. Valet business demand will determine the number of parking spaces that will be dedicated for valet parking.

The vehicle owner drives directly to the terminal at a designated location(s) that will be either on the South or North Commercial Road. The valet operator meets the owner at the location(s) and takes the vehicle to the designated parking area by entering only at the Garage E/F entrance. When the owner of the vehicle returns to PHL the valet operator will exit the garage at the main toll plaza and drive the vehicle to the owner at the South or North Commercial Road.

The airport will install the necessary barrier equipment to segregate the valet area from public parking. The designated parking area upper deck of Garage E/F is in the public parking revenue control environment. The valet operations may not adversely impact or interfere with public parking operations, nor circumvent proper toll plaza exit procedures that will be established for valet vehicles.

## **4. Staffing**

Contractor will employ, train, schedule and assign management and supervisory personnel to sufficiently and competently perform daily management, supervision, record-keeping and customer service duties associated with the efficient and effective operation of the Services.

There must be a supervisor on duty at all times.

All personnel employed by the Contractor to provide Services must be fully qualified and licensed under applicable federal, state and local laws to perform the Services.

Contractor will be responsible for conducting background checks that comply with PHL requirements on all potential employees.

Contractor will remove from its employment any employee who, in the reasonable opinion of the Authority, engages in improper conduct, is not qualified or is not licensed to perform the Services.

All management and staff will present a professional, positive, and courteous attitude. All employees must act in a courteous and helpful manner at all times with all customers and all other employees.

Employees must:

- a. Provide a friendly and professional greeting to all customers whenever and wherever they make contact.
- b. Display a positive attitude towards passengers and fellow employees.
- c. Remain calm when encountering an upset customer, listen carefully and show empathy to the problem.
- d. Never use foul or inappropriate language at any time when on duty.
- e. Not eat or smoke at the workplace in the view of customers.
- f. Present a well-groomed, neat and clean professional appearance.
- g. Not nap or sleep while on duty.
- h. Assist customers with their luggage to and from their vehicles.

Contractor must ensure that employees assigned to perform the Services:

- a. Are bonded against theft, embezzlement and other losses of customer vehicles and personal property and/or property of PHL.
- b. Maintain a valid Driver's License for the state the employee resides in which is appropriate for the types of vehicles being driven.
- c. Have no outstanding warrants.
- d. Have passed a security background check and obtained PHL security badge, if required.
- e. Have never been charged with and/or convicted of Driving Under the Influence or Driving While Intoxicated.
- f. Are familiar with the duties and responsibilities the Contractor to perform the Services.
- g. Are alert, attentive and responsive while on duty.
- h. Do not commit any act which may bring discredit upon PHL.
- i. At all times exercise prudent and mature judgment in taking whatever action is necessary to protect the property of PHL and the customer and to ensure normal, efficient operations.
- j. Obey all traffic laws, rules and regulations and/or operating directives of PHL at all times.
- k. All supervisory personnel shall be known to the employees and conduct frequent inspections to ensure that posts, stations and work areas are properly staffed with qualified employees and areas are kept clean.

Contractor will provide on-going customer service training which includes dealing with difficult customer situations.

Contractor will furnish its employees with standardized uniforms, as approved by the Authority, that will be a color and style distinct from PHL and Authority employees. In addition to any PHL badge that may be required; each employee must wear a uniform name tag identifying the employee, their title and the Contractor's name.

All employees must wear their uniform, required badge (if any), and name tag while performing services at PHL.

Contractor may be required to send their employees to be trained by PHL Security and/or Philadelphia Police personnel on how to inspect a vehicle for security purposes.

## **5. Valet Ticket**

Contractor will provide all tickets necessary for use in the Valet Facilities, and will issue, collect, and retain tickets in accordance with the terms of the contract.

Ticket appearance, wording, and design must be approved by the Authority prior to use. All tickets must be sequentially pre-numbered, accurately dated, and accurately time stamped as to the time each vehicle enters and exits the Valet Facilities.

The Authority reserves the right to include additional details or information regarding the Valet services on the ticket, and therefore must approve the ticket prior to the Contractor purchasing any ticket stock for use in the Valet Facilities.

## **6. Return Information**

Contractor will monitor flight statuses and stage vehicles accordingly within the Valet for returning customers. Contractor will provide and implement, if approved by the Authority, an automated system capable of collecting, tracking, and updating return flight information to facilitate an efficient pickup process.

## **7. Customer Complaints and Incidents**

Contractor must promptly, within 24 hours, handle and document on appropriate forms, all claims made for losses or damages to vehicles and service complaints. With respect to any claim or complaint, contractor must furnish the Authority a full written report of the circumstances involved within 24-hours after Contractor's receipt of said complaint or claim.

## **8. Customer Feedback**

Included within the Management Fee, Contractor must provide an electronic customer service survey approved by the Authority that collects real-time feedback from customers of the Services.

## **9. Communications Strategy**

Contractor will develop and implement, with the Authority's approval, a communications strategy for the entire customer journey from booking to vehicle pickup that ensures at least ninety-five percent (95%) of customers are Known Arrivals and improves the customer experience. This strategy may include collection of return information when booking, reminders to update return information before the date of travel, signage that identifies how and when to indicate the return time, and real-time messaging regarding wait-times.

## **10. Relocation and Removal of Vehicles**

Contractor, with approval from the Authority, will be responsible for the relocation or removal of vehicles within the Valet Facilities that are not parked in authorized areas or must be relocated for security purposes, other operational needs or maintenance and construction.

Costs associated with the relocation of vehicles not parked in authorized areas will be the responsibility of the owners thereof and the collection of those costs will be the responsibility of the Contractor.

Costs associated with relocation of vehicles for security purposes, operational needs or maintenance or construction will be the responsibility of the Authority.

After a vehicle has been in the Valet Facilities for thirty (30) consecutive days, the Contractor will promptly identify and complete Authority approved abandon vehicle process. Contractor will not be entitled to any revenues or fees collected for the disposition or sale of any abandoned vehicles.

## **11. Valet Parking Rates**

Contractor may charge only those parking rates and fees which are established and approved by the Department of Aviation (“DOA”) in a written schedule of rates issued by the DOA and will permit no unauthorized free use of any part of the valet services unless the policy is already established or implemented by the DOA. The DOA has the right to change the parking rates and fees at any time. Contractor must provide the DOA the ability to quickly change prices or implement other pricing models such as dynamic pricing that varies by demand and/or how/when a customer pays. Contractor must verify parking rates daily, when parking rate changes are implemented, and after time changes (daylight savings).

Contractor will be responsible for all local applicable taxes related to the Services.

## **12. Motorist Assistance Services**

Contractor must be available to provide Motorist Assistance Services, twenty-four hours a day, seven days per week, every day of the year, and at other times as specified by the Authority within the Valet Facilities. Such customer service personnel shall wear distinctive uniforms and shall drive throughout the Valet Facilities in specially marked, Authority-approved vehicles.

## **13. Contractor Office**

The Authority will determine in its sole judgement the location and amount of space required to adequately operate the Services. If additional space is required, the Authority can advise the Contractor of the availability of additional space for lease.

## **14. Parking Reservations**

Contractor, as part of the Management Fee, will provide the technology and management for a reservation system to use at all areas of the Valet Facilities. When and where to implement reservations in the Valet Facilities at the Airport is subject to the Authority’s sole discretion and approval.

## **15. Minimum Reporting Requirements**

Offeror will prepare a report for reconciliation purposes that show all exception transactions including chargebacks, refunds, rejected etc. that show the date of original transaction and date of settled exception transaction.

All reports must have the ability to be downloaded in the following file formats: pdf, excel, csv (comma separated value).

Offeror will prepare other reports deemed necessary by the Authority.

## **16. Reconciliation**

Contractor will provide a daily closeout report of each valet product’s financials. Each closeout report must contain the number of transactions, dollar value of transactions by payment type, and all credit card receipts and parking tickets. Contractor will perform all reconciliation and consolidation reports. Credit card reconciliation is due the following business day by 5pm CST for previous day activity.

The Authority will need reporting access to vendors credit card processing site. All credit card funds are to be deposited into a designated Parking Authority bank account within 72 hours of batch close.

## **17. Real-Time Data**

In addition to the other periodic and ad-hoc reports required, the Contractor must provide the Authority unlimited and unrestricted access to real-time data in a format and with integrations requested by the Authority. This data must include wait-times, equipment status, customer survey results, vehicle entries, vehicle exits, inventory, key audit results, revenue, and other data and/or metrics requested by the Authority.



## **18. Self-Audits and Compliance**

As part of the required Quality Control Policy, Contractor must perform random self-audits to measure compliance with the standards and procedures set forth in the contract, the SOPs, and the Quality Control Policy.

Contractor must report the results of these audits to the Authority at least weekly and indicate corrective action taken for non-compliance.

When requested by the Authority and as part of required self-audits, Contractor will perform all actions necessary to investigate and report compliance to the Authority, including reviewing camera footage, collecting data, creating reports, and interviewing Personnel.

## **19. Licenses and Certifications**

Contractor will be responsible for obtaining all appropriate licensing and certifications to perform Services throughout the term of the contract.

**These are minimum expectations. The Authority anticipates that Offerors responding to this RFP will provide additional insight, if necessary.**

## 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 G)** in order to be considered.

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

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

**V-2. Contract Term.** The term of the contract shall commence upon award of a contract by the Authority's Board at a public meeting and execution of a contract by the Executive Director and will end one year thereafter, unless it is terminated earlier pursuant to the terms of the contract. The term of the contract may be extended by and at the sole option of the Authority for up to 3 (three) additional 1 (one) year terms.

Appendix A  
Proposal Form

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

**VALET SERVICES AT PHILADELPHIA INTERNATIONAL AIRPORT  
RFP No. 23-23**

**PROPOSAL FORM**

1. The undersigned submits this proposal in response to the above referenced **RFP No. 23-23 Valet Services at Philadelphia International Airport** being familiar with and understanding the advertised notice of opportunity, General Information, Work Statement, Proposal Form, Affidavit of Non-Collusion, and Addenda if any (the “Proposal Documents”), as prepared by the Philadelphia Parking Authority and posted on the Authority’s Internet website and on file in the office of the Authority at 701 Market Street, Suite 5400, Philadelphia, PA 19106. The party submitting a proposal is the “Offeror”.
2. The Authority reserves the right to withdraw and cancel this RFP prior to opening or to reject any and all proposals after proposals are opened if in the best interest of the Authority, in the Authority's sole discretion. If the Authority accepts Offeror’s offer, Offeror agrees to execute a contract memorializing the proposal’s terms if the contract is delivered to Offeror within 60 days of the proposal opening date. This provision will not be interpreted to preclude the execution of a contract related to this proposal outside of that 60-day period.
3. Offeror acknowledges receipt of the following addenda:

Addendum	Date
_____	_____
_____	_____
_____	_____

4. **Contract Term.** The term of the contract shall commence upon award of a contract by the Authority’s Board at a public meeting and execution of a contract by the Executive Director and shall end one year thereafter unless it is terminated earlier pursuant to the terms of the contract. The term of the contract may be extended by and at the sole option of the Authority for up to 3 (three) additional 1 (one) year terms.

5. **Cost Form:** Offeror agrees to provide valet services for the costs stated below:

A. **Fixed Fee:** The Contractor will provide the Authority with a Fixed Fee which will be the current daily rate to park plus 25%. For example, if the daily rate is \$28, the selected Offeror would be required to pay the Authority \$35 per day the vehicle is parked in the garage.

Offerors must indicate the amount the citizen will pay to utilize the valet services per day and identify the additional percentage that will be paid to the Authority in addition to the fixed fee outlined above.

B. **Valet Services Fee to Citizen:** \$\_\_\_\_\_ per day in addition to the daily parking rate set by the DOA.

C. \_\_\_\_\_% to be paid to the Authority in addition to the fixed fee.

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

---

Signature

---

Name  
(Please Print)

---

Title

---

Date

**7. Offeror Signatures: Complete one section below.**

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

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

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

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

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

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

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

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

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

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

**8. Affidavit of Non-Collusion:**

State of: \_\_\_\_\_  
County of: \_\_\_\_\_

RFP No. \_\_\_\_\_

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

I state that:

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature

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

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



**9. Qualifications:**

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

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

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

i.....

ii.....

iii.....

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

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

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



**Proposal Decline Form:** RFP No. 23-23 Valet Services at Philadelphia International Airport

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

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

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

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

Comments:


Upon completion of this form, please email the form to Shannon Stewart, Manager of Contract Administration, at [stewart@philapark.org](mailto:stewart@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/6f37dcaf70c741869a63b7c202e8ee59>.

Appendix B  
Sample Contract

**SAMPLE AGREEMENT FOR  
VALET PARKING SERVICES  
BY AND BETWEEN  
THE PHILADELPHIA PARKING AUTHORITY  
AND**

---

Contract No. K-23-0099

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

**WITNESSETH:**

**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, in the public interest, desires to procure a highly qualified and experienced valet company to enhance the overall passenger experience by offering reliable, efficient, and secure turnkey valet parking services at the Philadelphia International Airport, subject to the terms and conditions set forth herein;

**WHEREAS**, in order to procure such services, the Authority issued Request for Proposal No. 23-23 "Valet Services at Philadelphia International Airport" (hereinafter "RFP"), a true and correct copy of the RFP is attached hereto as Exhibit "B"; and

**WHEREAS**, Company submitted a conforming Proposal to the RFP ("Proposal") on \_\_\_\_\_, 2024 and is in the business of providing the desired valet services, attached hereto, marked as Exhibit "C";

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

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

**1. SCOPE OF SERVICES.**

The Authority hereby engages and Company hereby agrees to perform the following professional valet parking services ("Services"):

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

B. To coordinate the fulfillment of this Agreement with the Authority's Project Manager. The Authority's Project Manager will be the Senior Director of Airport Operations, Frank Ragozzino, who may be reached at 215-683-9835. However, the parties agree that only the Authority's Board or Executive Director may consent to any alteration or amendment to this Agreement, and in each such case in writing.

C. It is understood that the Authority shall have the absolute discretion to accept, reject or modify any proposal, communication, press release, marketing document, outreach plan or any other form communication or offer related to the Authority that Company may bring to the Authority's attention during the term of this Agreement.

D. To comply fully with all requirements and terms of this Agreement, the RFP and the Proposal.

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

## 2. **TERM.**

The term of this Agreement shall commence on the date first written above and shall end 1 year thereafter, with 3 one-year Options to Renew at the sole discretion of the Authority, subject to the other provisions of this Agreement. The Authority shall provide 30 days written notice of its option to renew for each one-year term permitted by this Agreement. The term of this Agreement may not be extended beyond 4 years.

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

A. For the performance of Services described herein, the Company shall pay the Authority in accordance with Section \_\_\_\_ of its Proposal ("Fixed Fee"). Company is permitted to charge customers the daily parking fee as detailed in the Proposal. Company agrees and understands that it may not increase any fees without the express written consent of the Authority's Project Manager.

B. Company will assume the role of Merchant of Record, utilizing their own gateway and processor. Company will be responsible for all costs related to payment processing. Company will be responsible for protecting all payment data collected and processed on behalf of the Authority.

C. The parties agree that the Fixed Fee shall be delivered to the Authority from Company's Payment Processor to Authority Bank Account No. \_\_\_\_\_, Routing No. \_\_\_\_\_, within in two (2) business days of receipt by Company, and that time is of the essence as to the delivery of those funds to the Authority. A "business day" is a day other than a Saturday, Sunday, or a Federal or Pennsylvania holiday. Failure to timely remit funds to the Authority will constitute of a breach of this Agreement and will, at the Authority's sole discretion, be grounds for termination of this Agreement.

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

E. Contractor must provide evidence of current PCI-DSS Service Provider Attestation of Compliance and must supply such evidence annually throughout the term of the contract.

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

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

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

C. Company hereby acknowledges receipt and acceptance of the Authority's Contractor Integrity Provisions attached hereto as Exhibit "A". Company, for itself, its agents and employees agrees to adhere to the Contractor Integrity Provisions and understands that failure to do so may result in the cancellation of this contract and the reporting of any offending event for investigation.

**5. INABILITY OF COMPANY TO PERFORM.** The inability of Company to perform or provide the Services under this Agreement, for any reason, shall automatically terminate this Agreement, whereupon all liabilities or obligations for payment hereunder shall terminate as of the date of such termination.

**6. TERMINATION FOR CONVENIENCE OF AUTHORITY.** The Authority and Company agree that this Agreement may be terminated by the Authority with or without cause upon five (5) days' notice in writing by the Authority to Company. If the Agreement is terminated by the Authority, as provided herein, Company will be paid any compensation outstanding for the Services satisfactorily performed pursuant to Section 3 herein for the period prior to the date of termination. In such event, all memoranda, records, data, information and other documents prepared by Company shall become the property of the Authority and shall be forthwith delivered to the Authority. The payments to be made to Company hereunder are the Company's sole remedy and right with respect to termination under this paragraph.

**7. GENERAL TERMS AND CONDITIONS.**

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

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

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

i. Provide the Authority, within 5 days after receipt of written notification, with copies of any document or information in the Company’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 Company considers the Requested Information to be exempt from production under the RTKL, the Company must notify the Authority and provide, within 5 days of receiving the written notification, a written statement signed by a representative of the Company 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 Company in denying a RTKL request for the Requested Information unless the Authority determines that the Requested Information is clearly not protected from disclosures under the RTKL. In the event the Authority determines that the Requested Information is clearly not exempt from disclosure, the Company 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 Company 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 Company fails to provide the Requested Information as provided in paragraph No. 4. (“Company’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. Company hereby understands and agrees that the Authority will not argue in favor of the Company’s non-disclosure of the Requested Information and will inform the tribunal that it directed Company to produce such information.

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

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

ii. Company 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 Company’s failure to releases Requested Information, including any statutory damages or order to pay any party’s attorney’s fees.



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

9. The Company'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 Company has Requested Information in its possession.

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

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

**D. Maintenance of Records.** Regardless of the impact of the Right-to-Know Law, Company 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, Company 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.

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

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

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

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

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

**J. General Indemnity.** Company 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 Company, its employees, or its subcontractors while engaged in performing the work of this Agreement or while present on the Authority’s premises, and for breach of this Agreement regarding the use or nondisclosure of proprietary and confidential information where it is determined that Company is responsible for any use of such information not permitted by this Agreement. 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 Company or its subcontractors under any employee benefit act including but not limited to Workers' Compensation Acts, Disability Benefits Acts, or other Employee Benefit Act.

**K. Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the matter covered by this Agreement. No other agreement, statement, representation, understanding or promise made by any party or by any employee, officer, or agent or any party, that is contained in this Agreement, shall be binding or valid. Any revisions, additions, and/or modifications of this Agreement must be set forth in writing and signed by all parties.

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

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

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

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

**P. Applicable Law and Venue.** This Agreement 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. The parties hereto irrevocably consent to the exclusive jurisdiction of the First Judicial District of Pennsylvania, being the Philadelphia Court of Common Pleas and waiving any claim or defense that such forum is not convenient or proper. Company 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.

**Q. Taxes.**

1. Company 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. Company also certifies that its Philadelphia Activity License No. is: \_\_\_\_\_ . Company 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. Company agrees that the fees, prices or rates stated in this Agreement (1) do not include any state or local taxes, surcharges or fees on the Authority in connection with this transaction, and (2) do include all other applicable taxes for which Company is liable. In the event Company's performance under this Agreement creates a tax liability, such taxes, including but not limited to, real estate taxes, school taxes, use & occupancy taxes, and sales taxes shall be the sole obligation of Company, and Company 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 Company's performance under this Agreement.

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

**S. License to Perform Services.** Company represents and warrants that it, its employees, and agents are duly licensed, registered and in good standing to provide Services applicable to this Agreement. In the event Company or any of its employees or agents becomes ineligible to provide Services, Company shall immediately notify the Project Manager and make certain that such ineligible person immediately ceases all Services or any other activity on behalf of the Authority.

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

**U. 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.

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

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

**X. 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: \_\_\_\_\_

Rich Lazer  
Deputy Executive Director

APPROVED AS TO FORM

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

**Company**

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

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

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

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

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

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

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

1. Definitions.

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

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

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

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

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

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

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

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

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

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

6. Contractor shall have no financial interest with or in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Authority in writing and the Authority consents to Contractor's financial interest prior to the Authority's execution of the contract. Contractor shall disclose the financial interest to

the Authority at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.

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

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

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

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

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

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

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

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



**Exhibit “B”  
RFP**

**Exhibit “C”  
Proposal**

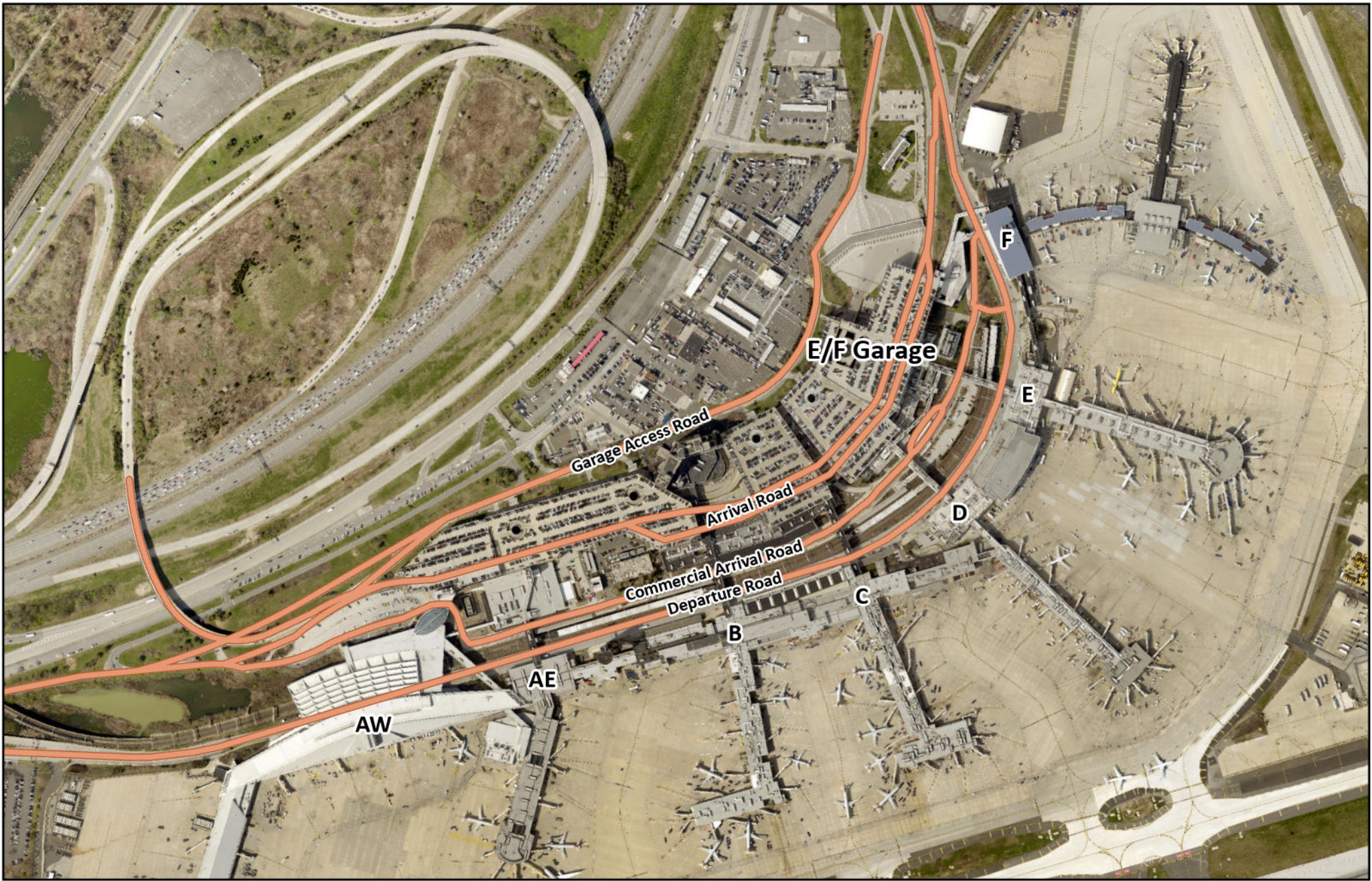
# Appendix C

## Insurance Requirements

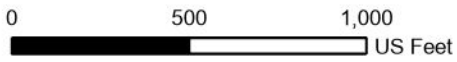
\*Insurance Requirements for this RFP will be released in Addendum #1\*

# Appendix D

## Overview of PHL Roadways



Last Updated Date: January, 2024  
Contact: GIS@PHL.ORG



# Philadelphia International Airport E/F Parking Garage

Legend	
	Road Centerline