

REQUEST FOR PROPOSALS FOR
VENDING MACHINE UPGRADE
RFP No. 25-17

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PART I

GENERAL INFORMATION TO OFFERORS

| SUMMARY | |
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| When: | Proposals must be submitted by Tuesday, September 16, 2025 no later than 1:00 PM. |
| Where: | Philadelphia Parking Authority Attention: Shannon Stewart, Manager of Contract Administration 701 Market Street, Suite 5400 Philadelphia, PA 19106 |
| How: | Proposals must be delivered 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 Tuesday, September 16, 2025 no later than 1:00 PM. Whether mailed or hand-delivered, all envelopes must display the company's name and must be boldly and clearly handwritten (not typewritten) "RFP No. 25-17 Vending Machine Upgrade". All proposals must be presented with one (1) original and five (5) copies , individually numbered, and an electronic version consisting of one PDF file via USB drive. Please do not password protect the USB drive or file. Email submissions are not accepted. |
| Mandatory Pre-Proposal Meeting | <p>A mandatory Pre-Proposal Meeting will be held on Thursday, August 21, 2025 at 11:00 AM at the offices of the Philadelphia Parking Authority at 701 Market Street, Suite 5400, Philadelphia, PA 19106. Prospective Offerors may attend in person or virtually using the Teams meeting information below:</p> <p>Microsoft Teams Need help?</p> <p>Join the meeting now</p> <p>Meeting ID: 248 177 302 375 4</p> <p>Passcode: t5zP6Z8K</p> <p>Dial in by phone</p> <p>+1 929-346-7319,,519480059# United States, New York City</p> <p>Find a local number</p> <p>Phone conference ID: 519 480 059#</p> <p>Prospective Offerors who are having trouble attending the meeting should contact Shannon Stewart for assistance at 215.837.9025.</p> <p>Please complete the Offeror Registration Form 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 highly qualified vending machine providers capable of providing vending machines across Authority locations. **The Authority may award multiple contracts as a result of this solicitation.**

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 document in writing no later than **Tuesday, September 2, 2025 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/019686e0372e7d07a182bce1e4e7cce3> (The link will be activated after the Pre-Proposal Meeting)

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.

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. 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/019686e0372e7d07a182bce1e4e7cce3>

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. 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 **Tuesday, September 16, 2025 no later than 1:00 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.

If you would like to request an extension to the question deadline or proposal due date, you must submit that request during the question period and allow the Authority to respond via addendum.

I-7. Small and Small Diverse Business Participation.

Offerors are encouraged to assemble a diverse team (gender, race and experience) that reflects the Philadelphia population. Furthermore, the Authority seeks to increase procurement through small and small diverse businesses for all products, services and construction. To receive points during scoring, Offerors must identify their status as a small and small diverse business by completing the Small and Small Diverse Business Participation Submittal form included in the Proposal Form along with a copy of their Small Business Procurement Initiative certificate issued from the Pennsylvania Department of General Services. Offerors may self-certify at:

Please note: The Authority encourages small and small diverse business participation. However, this solicitation is open to all eligible Offerors.

I-8. Signatures Required.

The proposals *must* be signed in all areas 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(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.

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 H)** 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.

Only exceptions or requested changes to Appendix B – Sample Contract may be submitted with your proposal.

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.

In Philadelphia, a food safety certificate is required for food businesses, including vending machines, to operate. Offerors must provide certificate in **Tab B** of their proposal. To obtain this certificate, you must complete a food safety course approved by the Philadelphia Department of Public Health. After completing the course, you'll need to apply for the certificate and pay the associated fee.

<https://www.phila.gov/media/20250423121833/Food-Safety-Certification-Training-Course-Providers-April-2025.pdf>

Proof of current registration with the Pennsylvania Department of State's Bureau of Corporations and Charitable Organizations, which authorizes the entity to do business in the Commonwealth of Pennsylvania. Offerors must submit in **Tab B** of their proposal the record from the PA Department of State's website at <https://file.dos.pa.gov/search/business>.

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(s) 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(s) 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 sstewart@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.

Any use of subcontractors by an Offeror must be identified in the proposal and describe any service they will provide. 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(s) 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(s) shall not start the performance of any work prior to the effective date of the Contract and the Authority shall not be liable to pay the selected Offeror for any service or work performed or expenses incurred before the effective date of the Contract. Costs incurred by the Offeror in the preparation of the proposal or during any review or negotiations shall be 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.

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/019686e0373b74b6a7fa7d1af22a259f>

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. Financial Statements.

If requested, Offeror may be required to 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. Offerors need 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 II

INFORMATION REQUIRED FROM OFFERORS

II-1. Proposal Format.

All proposals submitted must conform to the following format requirements.

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 is available on the Authority's website.

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 - Key Personnel
- Tab D - Proposal Form
- Tab E - Machine Specifications and Product Offerings
- Tab F - Proposed Project Schedule
- Tab G - Evidence of Insurance
- Tab H - Proposed Amendments to Contract
- Tab I - Disclosure of Legal Actions
- Tab J - Data Security Information

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 and include a statement by the Offeror accepting all terms and conditions contained in this RFP.

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

Offerors must have a minimum of **three (3) years'** experience in providing vending machine products and services described in the Work Statement.

Offerors must include a summary of their experience providing vending machine services.

Provide the record from the PA Department of State's website at <https://file.dos.pa.gov/search/business> of current registration with the Pennsylvania Department of State's Bureau of Corporations and Charitable Organizations, which authorizes the entity to do business in the Commonwealth of Pennsylvania.

Provide certificate from the Philadelphia Department of Public Health evidencing completion of an approved food safety course as described in section **I-13**.

II-4. Key Personnel (Tab C).

Offerors must identify the primary employee anticipated to be the project manager for this contract. The project manager will be responsible for all orders and requests.

All key personnel information must be kept current and on file with the Authority during the term of the contract. Selected Offeror(s) must notify the Authority of any personnel changes throughout the contract.

II-5. Proposal Form (Tab D).

The Proposal Form attached as *Appendix A* must be submitted entirely (except for the Proposal Decline Form). All signature lines must be executed. Electronic signatures are acceptable.

Offerors must indicate the revenue-sharing structure, if offered, based on the gross sales of each vending machine option included in the proposal.

II-6. Machine Specifications and Product Offerings (Tab E).

Provide detailed specifications of each proposed vending machine model for each Authority location identified in the Work Statement, including photographs, dimensional information, maintenance, warranty and service guarantees for each proposed model.

Offerors must provide the proposed product offerings and pricing structure for all products offered for each vending machine option included in the proposal. The Authority and selected Offeror will negotiate fair pricing structures for product price increases and pricing for new product offerings that may become available throughout the contract term as defined in Appendix B – Sample Contract.

Offerors must provide theft prevention and security measures that will be implemented for micro-markets, if applicable.

Offerors must detail the refund process for each type of vending machine included in their proposal.

II-7. Proposed Project Schedule (Tab F).

Offerors must include a sample project schedule indicating the timeline for site assessment, installation, implementation preventative maintenance and cleaning. The project schedule will be finalized at the kick-off meeting.

II-8. Insurance Requirements (Tab G).

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-9. Proposed Amendments to the Contract (Tab H).

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-10. Disclosure of Legal Actions (Tab I).

Offeror must provide a summary and the status of any legal actions, that commenced within the last five years related to the services requested in this RFP. 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-11. Data Security Information (Tab J).

Offerors must provide a current and valid PCI-DSS Level 1 Services Provider Attestation of Compliance and SOC 2 report.

PART III

CRITERIA FOR SELECTION

III-1. Mandatory Responsiveness Requirements. To be eligible for selection, a proposal must 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(s) 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 detailed in this RFP because it wished to consider criteria other than price in the award process.

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. **Weight: 5%**
- b. Qualification and experience of the Offeror with regard to the Work Statement outlined in the RFP. **Weight: 25%**
- c. The ability and capacity of the Offeror to meet the terms of the contract as evidenced by the product offerings, reference feedback and past performance. **Weight: 30%**
- d. Proposed product pricing and revenue-sharing percentage, 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 and Small Diverse Business participation. **Weight: 10%**

PART IV

WORK STATEMENT

IV-1. General.

The Authority is seeking proposals from highly qualified vending machine service providers to completely replace and upgrade the existing vending machine fleet across multiple Authority locations. This comprehensive modernization initiative aims to enhance the quality, reliability, and convenience of vending services for Authority personnel and visitors while incorporating contemporary payment technologies, improved product offerings, and advanced management capabilities, while meeting current health, safety and accessibility requirements. All offerings must be compliant with all local, city, state and federal laws and ordinances.

IV-2. Specific.

The selected Offeror will conduct a thorough replacement of all existing vending machines with modern units capable of dispensing packaged food items, refrigerated fresh food options, and a variety of beverages. The new machines must feature enhanced payment systems, improved user interfaces, and remote monitoring capabilities. In addition to traditional vending machine options, the Authority is seeking micro-market vending solutions.

Offerors may submit proposals for one vending machine option or a combined proposal including multiple vending machine options.

Revenue-Sharing: Offerors must indicate in **Tab D** of their proposal the revenue-sharing structure, if offered, based off of gross sales for each vending machine option included in the proposal. Revenue-sharing must be submitted to the Authority monthly and a report by location, per machine showing the monthly gross sales, total tax, net sales, percentage due to the Authority and the amount being paid to the Authority must be submitted.

The selected Offeror will be responsible for the following:

1. Pre-Implementation Assessment and Planning

- A.** Conduct comprehensive site assessments at all designated Authority locations to:
 - 1. Document dimensions, clearances, and spatial requirements for each installation point.
 - 2. Evaluate existing electrical supply and determine any necessary upgrades.
 - 3. Identify any site-specific considerations that may impact installation.
- B.** Develop a detailed implementation plan including:
 - 1. Location-specific equipment recommendations.
 - 2. Installation schedule with minimal disruption to operations.
 - 3. Coordination strategy with the Authority's current vending provider for equipment removal.
 - 4. Specific product mix recommendations for each location.
 - 5. Present findings and recommendations to the project manager for approval prior to proceeding with implementation.

2. Equipment Specifications and Installation

- A.** The selected Offeror must provide Wi-Fi, cellular and any other connectivity for all vending machines at all Authority locations. Electric will be provided by the Authority.
- B.** The selected Offeror will be responsible for all costs associated with installation and delivery. Supply and install new vending machines meeting or exceeding the following specifications:

1. Packaged Food Vending Machines:

- a. Temperature-controlled storage compartments
- b. Flexible product configuration options
- c. Minimum 20 different product selections
- d. Energy-efficient operation with Energy Star certification where applicable
- e. Anti-theft and vandalism protection features

2. Fresh Food Vending Machines:

- a. NSF-certified food safety compliance
- b. Continuous refrigeration monitoring with automated shutdown in case of temperature failure
- c. First-in, first-out product rotation capability
- d. Health department-compliant food handling systems
- e. Capability to vend various container sizes and shapes

3. Beverage Vending Machines:

- a. Capacity for both bottled/canned beverages and dispensed drinks where appropriate
- b. Energy-efficient refrigeration systems
- c. Adjustable temperature controls
- d. Spill containment features
- e. High-capacity storage capabilities

4. Micro-Markets: In addition to traditional vending machines, the Authority is seeking proposals from Offerors capable of providing micro-market vending machine solutions.

Offerors proposing micro-market vending machine solutions must provide a turnkey solution including, but not limited to:

- a. **Design and Installation:** Delivery, installation, and configuration of micro-market kiosks, shelving, refrigeration units, and checkout systems.
- b. **Self-Checkout:** Implementation of secure, user-friendly payment systems (credit/debit, mobile pay, app-based, and badge pay if applicable).
- c. **Preventative Maintenance, Repair and Sanitation:** Regular cleaning, maintenance, and prompt servicing of all equipment and displays.
- d. **Theft Prevention and Security Measures:** The Contractor must implement effective **theft prevention and loss mitigation strategies** for all micro-market installations. Offerors must include in **Tab E** of their proposal the measures that will be implemented which may include, but are not limited to, the following:
 - **Surveillance and Monitoring:** Describe the process that will be utilized to monitor the micro-market and prevent theft.
 - **Checkout Controls and Payment Security:** Deployment of **secure, tamper-resistant self-checkout systems** to minimize unauthorized use.

Enforcement of real-time transaction logging, receipt generation, and payment verification.

Integration of **customer account tracking**, if using app-based or badge-access systems.

- **Incident Response and Reporting:** Contractor must provide a **theft response protocol**, including steps for investigation, customer communication, and reimbursement or restitution.

All suspected theft incidents must be reported to the Authority within **24 hours** of discovery.

5. Ensure all equipment meets applicable standards and certifications:

- a. UL/ETL safety certification.
- b. ADA accessibility compliance.
- c. Energy efficiency standards.
- d. Health department requirements.

6. Perform professional installation services including:

- a. Positioning and leveling of all equipment.
- b. Secure anchoring where required.
- c. Connection to electrical service.
- d. Network connectivity configuration.
- e. Initial stocking and preparation for immediate use.

3. Product Selection and Inventory Management

A. Collaborate with the Authority to develop a comprehensive product mix including:

- 1. Traditional vending favorites.
- 2. Healthy alternatives (low sodium, low sugar, organic options).
- 3. Fresh food options with appropriate rotation schedules.
- 4. Culturally diverse food selections.
- 5. Special dietary options (gluten-free, vegan, etc.).

B. Establish location-specific product planograms based on:

- 1. Hours of operation.
- 2. Seasonal considerations.

C. Implement inventory management systems that provide:

- 1. Automatic notifications of low stock items.
- 2. Product expiration tracking.
- 3. Sales trend analysis.
- 4. Waste reduction strategies.

4. Technology and Payment Systems

A. Implement comprehensive payment acceptance capabilities including:

- 1. Traditional cash acceptance with bill validation and coin mechanisms
- 2. Credit Card acceptance through the below means. **Swipe is not permitted.**
 - a. EMV chip, Contactless (tap-to-pay) functionality.
 - b. Mobile payment solution (Apple pay, Google Pay, Samsung Pay).

c. QR code payment capabilities.

B. Ensure all payment systems maintain strict compliance with:

1. EMV technical standards
2. EMV secure card readers and other EMV compliant hardware.
3. Any/All Point of Contact and/or Point of Interaction (POI) Credit Card Data processing devices provided by the Offeror must be listed on the PCI Security Standards Council website as part of a fully certified PCI P2PE solution.
4. Offerors must include in **Tab J** of their proposal a current PCI Attestation of Compliance (“AOC”) for applicable credit card data environments and SOC 2 report. PCI AOC and SOC 2 will need to be provided once per year throughout the contract term.
5. **Any credit card breach, due to using the selected Offeror’s vending machine at any Authority location, will be the sole responsibility of the selected Offeror.**

C. **Credit Card Surcharge:** If a credit card surcharge will apply to transactions, the selected Offeror will be responsible for posting the amount on each machine. Credit card surcharge cannot exceed 5% of the total sale.

D. Implement Remote Monitoring and Management (RMM) technology providing:

1. Real-time sales data and reporting.
2. Inventory level monitoring.
3. Temperature monitoring for refrigerated units.
4. Proactive maintenance alerts.
5. Cash management tracking.
6. User behavior analytics.

E. Establish secure data transmission protocols between machines and management systems.

5. User Interface and Accessibility Features

A. Deploy machines with user-friendly interfaces featuring:

1. Clear, high-contrast displays
2. Intuitive navigation

B. Ensure full ADA compliance including:

1. Appropriate reach ranges for controls and product retrieval
2. Visual and tactile feedback mechanisms
3. Braille or raised character labeling where appropriate
4. Adequate maneuvering clearance for wheelchair access

6. **Preventative Maintenance, Repairs and Support Services:** Provide comprehensive maintenance and support services including, but not limited to:

A. **Preventive Maintenance:** Provide a preventive maintenance schedule that includes regular cleaning and sanitization of all machines, temperature verification for refrigerated units and mechanical adjustments and calibration, when necessary.

- B. Service Requests:** Offeror must respond to a request within 4 hours and be on-site within 24 hours, during normal business hours, Monday-Friday 8:00 AM to 5:00 PM.

Offerors must include in **Tab E** of their proposal the service request process, including but not limited to methods of notification and escalation procedures for critical issues.

- C. Refund Process:** Offerors must identify the refund process in **Tab E** of their proposal.

- D. Stock Management**

1. Regular restocking visits based on consumption patterns.
2. Product freshness monitoring.
3. Removal and replacement of expired items.
4. Seasonal product rotation.

- E. Customer Service:** All machines must display the customer service phone number for customers to call in the event of any issues related to payment, vending of product, etc.

- 7. Quality Assurance and Acceptance**

- A.** Conduct rigorous testing of all installed equipment including:
 1. Full functionality verification of vending mechanisms.
 2. Payment system testing across all acceptance methods.
 3. Temperature monitoring system validation.
 4. Network connectivity confirmation.
 5. Remote management system functionality.
- B.** Provide a minimum 30-day stabilization period during which any identified issues will be promptly addressed.

- 8. Project Deliverables**

- A.** Detailed site assessment report and implementation plan.
- B.** Equipment specifications and location assignments.
- C.** Installation schedule and coordination plan.
- D.** Product selection catalog and planograms.
- E.** Payment system configuration and testing documentation.
- F.** Remote monitoring system access and reporting capabilities.
- G.** Finalized Preventative Maintenance Schedule.

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 H)** 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 this Agreement 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 4 (four) additional 1 (one) year terms.

Appendix A

Proposal Form

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

VENDING MACHINE UPGRADE
RFP No. 25-17

PROPOSAL FORM

1. The undersigned submits this proposal in response to the above referenced **RFP No. 25-17 Vending Machine Upgrade** 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 this Agreement 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 4 (four) additional 1 (one) year terms.

5. **Revenue-Sharing:** Indcate the revenue-sharing structure for each vending machine included in your proposal.

Packaged Food Vending Machines: _____%

Fresh Food Vending Machines: _____%

Beverage Vending Machines: _____%

Micro-Market: _____%

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

Signature

7.

Name
(Please Print)

Title

8.

Date

7. **Insurance Requirements:** The undersigned Offeror agrees to provide their certificate of insurance that meets the insurance requirements as specified in Appendix C, *Insurance Requirements* and any Addenda, if issued, within ten (10) calendar days after notification of award.

Signature

Name
(Please Print)

Title

Date

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

Authorized Signature

Typed or Printed Name

Title

Date

Business Name of Offeror

Street Address

City/State/ ZIP Code

Telephone Number

Type of Entity

9. 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: _____

- 10. References:** Offerors must provide a minimum of three (3) references, to whom similar services were provided within the last 3 years. The 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. The Authority will contact the references provided via email.

1. **Company Name:** _____

Company Address: _____

Reference Contact Name and Title: _____

Contact Phone Number: _____

Contact Email Address: _____

Dates services were performed: _____

Description of Services: _____

2. **Company Name:** _____

Company Address: _____

Reference Contact Name and Title: _____

Contact Phone Number: _____

Contact Email Address: _____

Dates services were performed: _____

Description of Services: _____

3. **Company Name:** _____

Company Address: _____

Reference Contact Name and Title: _____

Contact Phone Number: _____

Contact Email Address: _____

Dates services were performed: _____

Description of Services: _____

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:** _____

Philadelphia Parking Authority

SMALL AND 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 the 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 and 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. 25-17 Vending Machine Upgrades

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 RFP
- ☐ We do not offer this product or service
- ☐ Our schedule would not permit us to perform
- ☐ Work Statement unclear (explain below)
- ☐ Unable to meet Insurance Requirements
- ☐ Unable to meet Contract Requirements (explain below)
- ☐ Other (specify below)

Comments:

| |
|--|
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Upon completion of this form, please email the form to Shannon Stewart, Manager of Contract Administration, at 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/019686e0373b74b6a7fa7d1af22a259f>.

Appendix B

Sample Contract

**SAMPLE AGREEMENT
VENDING MACHINE UPGRADE
BY AND BETWEEN
THE PHILADELPHIA PARKING AUTHORITY
AND**

Contract No. K-25-0043

THIS AGREEMENT effective as of the ____ day of _____, 2025 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 replace existing vending machines ("Vending Machines") with new Vending Machines at multiple Authority locations;

WHEREAS, in order to procure the Vending Machines, the Authority issued a Request for Proposal No. 25-17 "Vending Machine Upgrade" on _____, 2025 ("RFP"), attached hereto, marked as Exhibit "B";

WHEREAS, Company submitted a conforming Proposal to the RFP ("Proposal") on _____, 2025 and is in the business of providing the desired Vending Machines, attached hereto, marked as Exhibit "C";

WHEREAS, after due consideration and deliberation within the Authority, Company was selected to provide the Vending Machines to the Authority 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 services ("Services"):

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

B. To furnish the Vending Machines and associated inventory to the Authority in accordance with the provisions of this Agreement, the RFP, and the Proposal;

C. To coordinate the delivery and installation of the Vending Machines with the Authority representative listed below, or if he is unavailable, with the Executive Director of the Authority or one of his Deputies:

Kevin McClain, Director, Facilities Maintenance
701 Market Street, Suite 5400, Philadelphia, PA 19106
Business Phone: (267) 784-6376

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

2. TERM.

The term of this Agreement shall commence on the date first written above and shall end automatically one year thereafter ("Initial Term"). The Authority may renew the Agreement at its sole discretion for four (4) one (1) year options, subject to the other provisions of this Agreement ("Additional Term"). The Authority shall provide 30 days written notice of its option to renew for each one-year term permitted by this Agreement. The warranties as described in Section 6 herein will survive termination of this Agreement.

3. CONSIDERATION AND PAYMENT.

THIS SECTION IS SUBJECT TO CHANGE BASED ON THE PROPOSALS

A. The Authority agrees to allow Company exclusive access to the Vending Machines in consideration of Company's payment to the Authority of _____ (%) of its gross revenue from sales resulting from Company's Services. Company shall automatically remit payment to the Authority on the first day of each month of the Agreement, Such monthly payment shall include a detailed accounting of the gross income resulting from the Services for the subject payment period in a manner and format acceptable to the Authority. Such payment and accounting shall be directed to Authority account No. _____. Company agrees and understands that they will negotiate industry standard pricing when new inventory becomes available. The Authority, in its sole discretion, may decline any inventory offerings to supply the Vending Machines. It is agreed and understood that the Authority is not obligated to engage Company to provide any Services during the term of this Agreement.

B. It is agreed and understood that all shipping and delivery costs associated with the fulfillment of the terms of this Agreement, as well as any tax, imposition, charge, duty or levy ("Tax") which may be imposed under any present or future law on the sale of the inventory covered by this Agreement and all installation costs is the sole responsibility of the Company.

4. TERMS OF DELIVERY

A. Company shall deliver and install the Vending Machines no later than forty-five (45) days of Company's receipt of an Authority Purchase Order. The Vending Machines shall be delivered to the Authority at:

The Philadelphia Parking Authority
701 Market Street, Suite 5400

Philadelphia, PA 19106
Attn: Kevin McClain

B. Upon Delivery, the Vending Machines shall be inspected by the Authority to assure adherence to the RFP and Proposal. In the event that the Vending Machines fail to meet any of the Vending Machine specifications detailed in the RFP and Proposal, the Vending Machines may be returned to Company with Company's obligation to take adequate remedial action as to the non-conforming Vending Machines or replace the Vending Machines with a conforming Vending Machines in either case, within fourteen (14) calendar days of rejection by the Authority, or the Delivery of such non-conforming Vending Machines in the first or any subsequent instance, shall be deemed, at the Authority's sole discretion, a breach of this Agreement by Company and shall release the Authority from any and all liabilities or obligations associated with this Agreement.

C. For purposes of this Agreement "Delivery" shall mean the normal business day of the Authority upon which the Vending Machines are transferred to the physical and titular possession of the Authority.

D. The Authority shall have three (3) business days from the date of Delivery to reject the non-conforming Vending Machines.

5. RIGHTS AND REMEDIES

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

1. Refuse to accept delivery of the Vending Machine(s);
2. Refuse to accept a subsequent tender of substitute, conforming Vending Machine(s);
3. Return the nonconforming or late delivered Vending Machine(s) to Company at Company's expense and, at the Authority's option, either recover all payments made therefore and expenses incident thereto, or at Company's expense, receive replacement therefore;
4. Recover any advance payments from Company for the undelivered Vending Machine(s);
5. Rework the Vending Machine(s) to make it conform to the warranties and charge Company for the expense thereof;
6. Use the Vending Machine(s) for a purpose other than the purpose originally intended and charge Company for the amount by which the purchase price exceeds the price of the Vending Machine(s) normally required for such alternative purposes;
7. Have Company repair or replace the Vending Machine(s) at Company's expense;
8. If the Vending Machine(s) causes any harm or damage to any Authority property, charge Company for all costs and expenses of repairing or replacing such property.

B. The Authority shall be entitled to exercise any or all of the remedies specified above or each of such remedies in part.

6. WARRANTIES

A. Company expressly warrants that the Vending Machines purchased and delivered hereunder:

1. Shall strictly conform in all respects with the Authority's descriptions and specifications incorporated herein;

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

3. Shall be merchantable, fit for the purpose for which such Vending Machine is intended, shall comply with industry standards and shall conform with the description of the inventory in the purchase order provided to Company;

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

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

C. Company hereby warrants that it has not taken any action that interferes with, or in any way nullifies, any applicable manufacturer's warranty and agrees to adhere to the terms of the expressed warranty contained in the Cooperative Contract.

7. 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.

8. 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.

9. 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.

10. GENERAL TERMS AND CONDITIONS.

A. Right to Know Law Provisions.

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

2. If the Authority requires the assistance of the 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. 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.

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. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matter covered by this Agreement. No other agreement, statement, representation, understanding or promise made by any party or by any employee, officer, or agent or any party, that is not contained in this Agreement, 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.

K. 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.

L. 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 Vending Machine Specifications (Exhibit “C”), (3) Company’s Quote (Exhibit “B”), 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.

M. Risk of Loss. The risk of loss for the Vending Machines does not pass to the Authority until received and accepted by the designated Authority representative.

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 Commercial 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. Insurance. Company agrees to provide appropriate insurances as required by the Authority, evidenced by the Certificate of Insurance, attached hereto as Exhibit "D" and incorporated herein. Failure by Company to maintain the required insurance may, at the Authority's sole discretion, constitute a breach of this Agreement and will release the Authority from any and all liabilities or obligations hereunder upon written notice of such.

S. 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.

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

U. 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.

V. 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.

SIGNATURES TO FOLLOW

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

The Philadelphia Parking Authority

Attest: _____

Print Name: _____

Print Title: _____

By: _____

Richard Lazer
Executive Director

APPROVED AS TO FORM

By: Steven C. Boc
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

THE PHILADELPHIA PARKING AUTHORITY
RFP NO. 25-17 VENDING MACHINE UPGRADE
INSURANCE REQUIREMENTS

Prior to commencement of the contract and until completion of your work, **Company** 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 #6.
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 #6.
4. Deductibles or Self-Insured Retention’s: **Company** is responsible to pay any and all deductibles and/or self-insured retentions that may apply to the required insurance.
5. 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
6. The Philadelphia Parking Authority, its agents, employees, representatives, officers and directors individually and collectively, shall be added as ADDITIONAL INSURED on the

THE PHILADELPHIA PARKING AUTHORITY
RFP NO. 25-17 VENDING MACHINE UPGRADE
INSURANCE REQUIREMENTS

policies as noted above. **Company'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 **Company'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.

7. Waiver of Rights of Recovery and Waiver of Rights of Subrogation:
 - a) **Company** 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 **Company** pursuant to this Contract.
 - b) **Company** 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 **Company** 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.
8. 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 **Company**.
9. 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.
10. The carrying of insurance shall in no way be interpreted as relieving **Company** of any responsibility or liability under the contract.
11. Prior to the commencement of work or use of premises, **Company** shall file Certificates of Insurance with The Philadelphia Parking Authority, which shall be subject to The Philadelphia Parking Authority's approval of adequacy of protection and the satisfactory character of the insurer. The Certificates of Insurance should be mailed within five days of receipt of these insurance requirements to The Philadelphia Parking Authority, 701 Market Street, Suite 5400, Philadelphia, PA 19106, regardless of when your work will start. Project description and Job Number must be shown on the Certificate of Insurance.

In the event of a failure of **Company** 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 **Company** 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.
12. Failure of **Company** to obtain and maintain the required insurance shall constitute a breach of contract and **Company** 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 **Company** with a written waiver of the specific insurance requirement.

THE PHILADELPHIA PARKING AUTHORITY
RFP NO. 25-17 VENDING MACHINE UPGRADE
INSURANCE REQUIREMENTS

13. None of the requirements contained herein as to the types, limits, or PPA's approval of insurance coverage to be maintained by Company are intended to and shall not in any manner, limit, qualify, or quantify the liabilities and obligations assumed by Company under the Contract Documents, any other agreement with the PPA, or otherwise provided by law.
14. If work involves subcontractors, Company shall require all subcontractors (of every tier) to meet the same insurance criteria as required of Company. The subcontractor's insurance must name the PPA as additional insured. Company shall maintain each subcontract's certificate of insurance on file and provide such information to the PPA for review upon request.
15. Failure of Company to provide insurance as herein required or failure of PPA to require evidence of insurance or to notify Company of any breach by Company 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 Company 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 Company and independent of the duty to furnish a copy or certificate of such insurance policies.

Appendix D

Locations and Space Measurements

RFP No. 24-17 Vending Machine Upgrades
Appendix D - Locations and Space Measurements

| Vending Machines | | | |
|------------------------------------------------------------|-----------|-----------|--------------------------------------------|
| Location | Soda | Food | Measurements |
| Lot 1 - 2501 Weccacoe Avenue | 1 | 1 | 7'6" L x 3'W x 8'3" H |
| Lot 2 - 2535 S Swanson Street | 0 | 0 | Wall: 4'8" L x 3'W x 6'10" H |
| | | | Corner: 4'6"L x 3' W x 6'6"H |
| Lot 6 - 4601 Bath Street | 1 | 1 | 4'L x 3' ½" W x 7'7" H |
| Lot 7 - 6801 Essington Avenue | 2 | 2 | 1 st - 8 ½' L x 4'W x 8'3" H |
| | | | 2 nd - 4'3"L x 4'W x 8'H |
| | | | 3 rd - 3'6"L x 3'W x 8'H |
| Lot 10 - 6 E Oregon Avenue | 1 | 1 | Customer Entrance - 6'6"L x 3'W x 7'10"H |
| | | | Employee Breakroom - 8'1"L x 3'4"W x 7'5"H |
| TLD - 2415 S Swanson Street | 1 | 1 | 7 ½' L x 3'W x 8'6"H |
| Headquarters - 701 Market St 4th Floor | 2 | 1 | 13'L x 3 ½' W x 8'H |
| Headquarters - 701 Market St 5th Floor | 2 | 1 | 11'8" L x 3'W x 8'1"H |
| BAA - 8th Street | 0 | 0 | 7 ½'L x 3'W x 7'H |
| PVB - 8th Street | 1 | 1 | 1 st - 3'10"L x 3'4" W x 7'H |
| | | | 2 nd - 4'7"L x 3'W x 7'H |
| 4 th Floor Addition | 2 | 1 | Open area |
| RPP - 35 N 8th Street | 1 | 1 | 9'4"L x 3'W x 8'H |
| Airport - 1 Main Toll Plaza | 2 | 2 | 19'9"L x 3 ½'W x 7'10" H |
| Auctions - 2415 S Swanson Street | 1 | 1 | 9 ½' L x 3' W x 8'6" H |
| Automated Enforcement/Fleet - 701 Market Street, 4th Floor | 1 | 1 | 1st - 4'3"L x 4'W x 8'H |
| | | | 2nd - 3'6"L x 3'W x 8'H |
| Total: | 18 | 15 | |