

REQUEST FOR PROPOSALS FOR
VEHICLE GLASS AND WINDSHIELD REPLACEMENT SERVICES
RFP No. 25-20

TABLE OF CONTENTS

| | |
|---|----------------|
| Part I - GENERAL INFORMATION FOR OFFERORS | page 2 |
| Part II - INFORMATION REQUIRED FROM OFFERORS | page 9 |
| Part III - CRITERIA FOR SELECTION | page 11 |
| Part IV - WORK STATEMENT | page 12 |
| Part V - CONTRACT TERMS AND CONDITIONS | page 15 |
| | |
| APPENDIX A – PROPOSAL FORM | |
| APPENDIX B – SAMPLE CONTRACT | |
| APPENDIX C – MINIMUM INSURANCE REQUIREMENTS | |

PART I

GENERAL INFORMATION TO OFFERORS

| SUMMARY | |
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| When: | Proposals must be submitted by Friday, August 8, 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 Friday, August 8, 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. 25-20 Vehicle Glass and Windshield Replacement Services". 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 Tuesday, July 22, 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: 240 166 586 971 9</p> <p>Passcode: 9kL9Q7sg</p> <p>Dial in by phone</p> <p>+1 929-346-7319,,585855578#</p> <p>United States, New York City</p> <p>Find a local number</p> <p>Phone conference ID: 585 855 578#</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 professional vehicle glass providers capable of performing windshield and window replacement services on an as-needed basis. **The Authority intends to 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, July 29, 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/0196d564400e7724bf8b110e7dca12e9>

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/0196d564400e7724bf8b110e7dca12e9>

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 **Friday, August 8, 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:

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

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 G)** in order to be considered.

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

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

I-13. Business Licenses:

The proposal should include the Offeror's Philadelphia Commercial Activity License (formerly Business Privilege License) number and the Bidder'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 Bidder does not believe that it needs a Philadelphia Activity License, an explanation with references to statute and/or the Philadelphia Code should be included with the bid.

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.

The selected Offeror(s) shall not assign or in any way transfer any interest in this agreement without prior written consent of the Authority, nor shall the Offeror subcontract any services without prior written approval of 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/0196d56440c77ec5bf46a8ab7ef71b43>

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. Offeror may only submit one copy of their financial statements either with the original proposal or in a separate envelope marked "confidential".

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

Financial information submitted in response to an RFP is generally exempt from disclosure under Pennsylvania's Right to Know Law. 65 P.S. § 67.708(b)(26). The Authority will not sign non-disclosure agreements related to an Offeror's financial information.

PART 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 Offerors 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 - Technical Response
- Tab F - Evidence of Insurance
- Tab G - Proposed Amendments to Contract
- Tab H - Disclosure of Legal Actions

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 vehicle glass and windshield repair and replacement services as described in the Work Statement.

Offerors must include a summary of their experience servicing organizations with fleet sizes and operational scopes similar to the Authority.

Offerors must also include proof of any licenses and certifications required by law to perform auto glass repair and replacement 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.

Proposals should highlight the Offeror's experience managing both routine and on-demand replacement services and large-scale or high-volume fleet service contracts, including examples of past successes in comparable settings.

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 estimating 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 in its entirety (except for the Proposal Decline Form). All signature lines must be executed. Electronic signatures are acceptable.

Offerors must identify the fixed fee installation cost for each vehicle class and glass type associated with performing Services as described in the Work Statement. The Authority will pay list price for all parts; no mark-ups may be applied to the cost of parts. Offerors may offer the Authority a discount percentage to be applied to the list price for parts.

II-6. Technical Response (Tab E).

Offeror must demonstrate a complete understanding of the Authority's requirements, demonstrate their ability to meet all requirements and outline a clear and concise plan to meet the requirements. Proposals should describe Offeror's approach to providing vehicle glass and windshield replacement services to meet the Authority's needs. The proposal should make clear why the Authority should select the Offeror instead of one of its competitors.

Offeror must indicate if Services will be performed at the Offeror's location or the Authority's Fleet Maintenance Facility. The Authority prefers Services be performed at the Authority's Fleet Maintenance Facility located at 6801 Essington Avenue, Philadelphia, PA 19153.

II-7. Insurance Requirements (Tab F).

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

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

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

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

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

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

Provide a summary and the status of any current or ongoing legal actions, suits, proceedings, claims or investigations pending with any governmental agency with which the Offeror has had or currently has a contractual relationship. The existence of any such pending actions, suits, proceedings, claims or investigations may be a factor considered by the 10 Authority in determining which Offeror should be awarded that contract but will not automatically disqualify the Offeror from consideration. Should there be no legal actions, suits, proceedings, claims or investigations pending with any governmental agency with which the Offeror has had or currently has a contractual relationship, a statement to that effect will be included.

PART III

CRITERIA FOR SELECTION

III-1. Mandatory Responsiveness Requirements. To be eligible for selection, a proposal 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 service capabilities, service location, reference feedback and past performance. | Weight: 25% |
| d. Proposed costs, and changes to the proposed contract although the Authority is not bound to select the contractor who proposes the lowest fees. | Weight: 35% |
| e. Small and Small Diverse Business participation. | Weight: 10% |

PART IV

WORK STATEMENT

IV-1. General.

The Authority is seeking proposals from highly qualified Offerors to provide windshield and window replacement services for its diverse fleet of vehicles ("Services") on an as-needed, non-exclusive basis. The selected Offeror(s) will be expected to perform high-quality replacements, adhere to all applicable safety and industry standards and deliver timely, professional service.

IV-2. Specific.

The selected Offeror(s) must provide labor, equipment, and materials necessary to provide Services for the Authority. The selected Offeror(s) will fulfill Services according to the Authority's operational needs throughout the contract term.

Services will be requested on an as needed basis. Services must be performed in compliance with applicable industry standards, manufacturer recommendations and guarantee all work against defects in material and workmanship for the life of the vehicle under the Authority's ownership.

Please Note: The Authority will not pay make-up for parts, only list price. Offerors may provide a parts discount to be applied to the list price.

A. Service Capabilities: The selected Offeror(s) must be able to replace windshield glass, side door glass and rear window glass for all vehicles identified in section E. Services include, but are not limited to:

1. Replacing damaged vehicle glass.
2. Cleaning all damaged glass, window gaskets and debris.
3. Return inspection stickers from replaced windshields to the Authority for auditing purposes.
4. Remove and return any AVI equipment from the replaced windshields to the Authority.
5. The selected Offeror(s) will be responsible for reconnecting any features of the glass being replaced.
6. Offerors must identify in **Tab E – Technical Response E** of their proposal where Services will be performed. The Authority prefers if Services are completed at Authority facilities.

B. Response Time and Service Completion

1. The Authority will submit all requests for estimates and the selected Offeror(s) will provide free estimates via email to the Authority's project manager for windshield and/or window replacements for vehicles located at the Authority's Fleet Maintenance Facility located at 6801 Essington Avenue, Philadelphia, PA 19153. Both cost and completion time will be used as evaluation criteria in selecting a Contractor for each Service request. All estimates must be typed, or computer generated, completed and submitted for review within two (2) business days of receiving a request for an estimate. All estimates must be complete, itemized, indicate the estimated parts delivery date and the estimated Service completion date. If the Contractor is unable to meet the estimated completion date indicated on their estimate, the Contractor must immediately inform the Authority and provide a realistic alternative completion date.
2. Upon estimate approval, the Contractor must complete Service within 48 hours, unless otherwise approved.

C. Quality Assurance

1. All work must be performed in accordance with standard industry practices and vehicle manufacturer guidelines.
2. Installations must be warranted against defects in materials and workmanship for the duration of vehicle ownership by the Authority.

D. Supply Standards and Pricing

1. If the Services will be performed at the selected Offeror(s) location, the Authority will transport and pick up the vehicle from the Offeror's location.
2. The selected Offeror(s) must supply the Authority with one (1) copy of the current NAGS Glass Parts Calculator, or equivalent cost estimating standard, prior to the start of Services, and provide updated copies thereafter.

E. Fleet Composition

The Authority fleet includes, but is not limited to, the following vehicles:

A. Standard Vehicles:

1. Sedans

- a. Ford Focus
- b. Chevy Malibu
- c. Chevy Impala

2. SUVs

- a. Ford Escape
- b. Ford Explorer
- c. Chevy Equinox
- d. Chevy Bolts (Full Electric)

3. Pickup Trucks

- a. Ford F-150
- b. Ford F-250
- c. Ford F-350
- d. Ford F-450
- e. Ford F-550
- f. Chevy Silverado 1500 Series
- g. Chevy Silverado 2500 Series
- h. Chevy Silverado 3500 Series
- i. Chevy Colorado
- j. Dodge Ram 2500

4. Minivans

- a. Chevy City Express
- b. Dodge Caravan

B. Vans and Trucks

1. Full-Size Vans

- a. Chevy Express 1500 Series
- b. Chevy Express 2500 Series
- c. Chevy Express 3500 Series (including 12-passenger vans)
- d. Ford Econoline E-250
- e. Ford Econoline E-350
- f. Ford Transit Vans T350
- g. Dodge Promaster 2500

2. Pickup Trucks

- a. Ford F-150
- b. Ford F-250
- c. Ford F-350
- d. Ford F-450
- e. Ford F-550
- f. Chevy Silverado 1500 Series
- g. Chevy Silverado 2500 Series
- h. Chevy Silverado 3500 Series
- i. Chevy Colorado
- j. Dodge Ram 2500

3. Tow Trucks

- a. Ram 4500
- b. Ram 5500
- c. Ford F-550
- d. Ford F-750

C. Heavy Duty Vehicles

1. International Trucks

- a. 7600 Series
- b. 4300 Series

2. Kenworth Trucks: T880

3. Volvo and Peterbilt Tractors: 567 Series

4. Freightliner Trucks: M2 Series

Please Note: The Authority may add or remove vehicles from this list as needed.

PART V

CONTRACT TERMS AND CONDITIONS

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

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

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

V-2. Contract Term. The term of 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

VEHICLE GLASS AND WINDSHIELD REPLACEMENT SERVICES
RFP No. 25-20

PROPOSAL FORM

1. The undersigned submits this proposal in response to the above referenced **RFP No. 25-20 Vehicle Glass and Windshield Replacement Services** being familiar with and understanding the advertised notice of opportunity, General Information, Work Statement, Proposal Form, Affidavit of Non-Collusion, and Addenda if any (the "Proposal Documents"), as prepared by the Philadelphia Parking Authority and posted on the Authority's Internet website and on file in the office of the Authority at 701 Market Street, Suite 5400, Philadelphia, PA 19106. The party submitting a proposal is the "Offeror".
2. The Authority reserves the right to withdraw and cancel this RFP prior to opening or to reject any and all proposals after proposals are opened if in the best interest of the Authority, in the Authority's sole discretion. If the Authority accepts Offeror's offer, Offeror agrees to execute a contract memorializing the proposal's terms if the contract is delivered to Offeror within 60 days of the proposal opening date. This provision will not be interpreted to preclude the execution of a contract related to this proposal outside of that 60-day period.
3. Offeror acknowledges receipt of the following addenda:

| Addendum | Date |
|----------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

4. **Contract Term.** The term of 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. **Cost Form:** Offeror agrees to provide vehicle glass and windshield repair services for the costs identified below:

A. **Fixed Fee Installation Cost:** Offerors must provide the fixed fee installation cost for each replacement type for each vehicle classification as identified in the Work Statement.

| Replacement Type | Standard Vehicles Fixed Fee Installation Cost | Vans and Trucks Fixed Fee Installation Cost | Heavy Duty Vehicles Fixed Fee Installation Cost |
|------------------|--|--|--|
| Windshield | \$ | \$ | \$ |
| Side Door Glass | \$ | \$ | \$ |
| Rear Window | \$ | \$ | \$ |

B. **Parts Discount:** _____%

Please Note: The Authority **will not** pay make-up for parts, only list price. Offerors may provide a parts discount to be applied to the list price.

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

Signature

Name
(Please Print)

Title

Date

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

Contact Name: _____ Email: _____

OFFEROR INFORMATION:

Does the Offeror 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. _____.

The Offeror will need to attach a copy of the their SBPI certificate, if applicable. Offeror 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. 25-20 Vehicle Glass and Windshield Replacement Services

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

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

Name: _____

- ☐ Requirements too "tight" (explain below)
- ☐ Unable to meet time period for responding to this 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/0196d56440c77ec5bf46a8ab7ef71b43>.

Appendix B

Sample Contract

CONTRACT FOR VEHICLE GLASS AND WINDSHIELD REPLACEMENT SERVICES

Contract No. K-25-0051

This Contract for Vehicle Glass and Windshield Replacement Services ("Contract") is entered into this ___ 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 ("**Authority**") and _____ ("**Contractor**").

RECITALS

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

WHEREAS, the Authority requires the professional services of a vehicle glass provider capable of performing windshield and window repair and replacement services on an as-needed basis;

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

WHEREAS, the Authority issued Request for Proposal No. 25-20 "Vehicle Glass and Windshield Replacement Services" ("RFP") on July 14, 2025;

WHEREAS, Contractor submitted a conforming proposal to the RFP on, 2025 ("Proposal"); and

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

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

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

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

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

c) "Parties" means The Philadelphia Parking Authority ("Authority") and _____ ("Contractor").

2. Contract Documents.

The documents forming this entire Contract between the Authority and Contractor consist of this Contract and the following:

Exhibit “A” - RFP

Exhibit “B” - Proposal

Exhibit “C” - Certificate of Liability Insurance

Exhibit “D” - Philadelphia Parking Authority Contractor Integrity Provisions

3. Services.

a) Contractor will provide windshield and window repair and replacement services to the Authority for the Authority’s diverse fleet of motor vehicles on an as-needed, non-exclusive basis in accordance with Part IV of the RFP and the Proposal (“Services”).

b) Contractor will provide all labor, equipment, and materials necessary to provide the Services to the Authority and Contractor will fulfill the Services according to the Authority’s operational needs throughout the Term or any Option Periods of this Contract.

c) Any Services requested by the Authority will be on an as-needed basis. The Authority is not required to request any Services during the Term or any Option Periods of this Contract and there is no minimum monetary amount that the Authority is required to expend for the Services.

d) Services must be performed in compliance with applicable industry standards, manufacturer recommendations, and guarantee all work against defects in material and workmanship for the life of the vehicle(s) under the Authority’s ownership.

e) Contractor warrants that its employees will have sufficient skill, knowledge, and training to perform the Services and that the Services will be performed in a professional and workmanlike manner. Contractor further warrants that it will provide a sufficient number of employees to complete the Services ordered within the applicable time frames established pursuant to this Contract.

f) Contractor must coordinate the fulfillment of this Contract with the Authority’s Project Manager, Jerome Trzaska, Fleet Manager, who may be reached at jtrzaska@philapark.org or (215) 683-9872.

g) Contractor acknowledges that this Contract is not an exclusive contract and that the Authority may enter into contracts with other vendors for similar windshield and window repair and replacement services that are subject to this Contract or the Authority may have its own employees or agents or City employees or agents perform services similar to those Services contemplated by this Contract.

4. Compensation.

a) The Parties agree to the fee schedule identified in the Proposal and Appendix “A” of the RFP for the Services provided during the Initial Term and any Option Periods of this Contract (“Fee Schedule”).

b) At no time will Contractor be reimbursed for any administrative or overhead costs incurred by Contractor in fulfilling the terms of this Contract, including, but not limited to, any time, fees or expenses associated with Contractor’s travel, fuel, lodging, food, or photocopying in connection with the Services provided by Contractor without the advanced written approval of the Authority’s Executive Director.

c) All payments to Contractor pursuant to the Fee Schedule are contingent upon the Authority’s Project Manager’s acceptance and approval of Contractor’s performance of Services.

5. Term of Contract.

a) Initial Term. The initial term of this Contract will commence on the Effective Date and will end one (1) year thereafter subject to the termination provisions set forth in section 17 of this Contract (“Initial Term”).

b) Options to Extend. After the conclusion of the Initial Term, the Authority, in its sole discretion, may extend the term of this Contract for up to four (4) additional one-year periods ("Option Periods") subject to the termination provisions set forth in section 16 of this Contract. The Authority will provide Contractor with at least 30 days written notice of its intention to exercise its option to extend prior to the end of the then current term. In the event Contractor is in the process of providing Services that will extend beyond any Term of this Contract, the Authority may: 1) renew this Contract if renewal options are available; 2) transfer the Services provided by Contractor to another contractor at or about the time of expiration of the Term or; 3) extend this Contract with Contractor only for the matter then being provided.

c) The Authority may terminate this Contract at any time and for any reason in its sole discretion as provided in section 16 of this Contract.

d) Except as otherwise specifically provided for herein, the Authority will not be liable to pay Contractor for any services or work performed or expenses incurred before the start of the Initial Term of this Contract and before the Authority has delivered a Notice to Proceed to Contractor.

e) The Authority’s decision to extend the Initial Term of this Contract or exercise an Option Period is not a waiver of the "time is of the essence" provision in section 6 of this Contract.

6. Delivery. If the Services will be performed at Contractor’s place of business, the Authority will be responsible for the transportation of its vehicles to and from Contractor’s location. If Contractor offers a mobile Services unit, the Authority may request Contractor to perform the Services at the Authority’s Fleet Operations facility located at 6801 Essington Avenue, Philadelphia, PA 19153.

7. Response Time and Service Completion. Contractor will provide the Services in a timely manner and in accordance with the estimate schedule identified in Part IV Section B of the RFP

and the Proposal. Timely performance is a primary consideration in this Contract, and, therefore, time is expressly made of the essence with respect to the Services provided.

8. Acceptance Testing. Upon the completion of any Services provided by Contractor, the Authority will conduct an inspection of the vehicle(s) to ensure the Services satisfy the applicable acceptance criteria set forth in the RFP and Proposal.

9. Billing. When in the course of providing Services, Contractor must submit invoices to the Authority's Accounts Payable department in such form as the Authority may direct.

10. Consultation. Contractor must keep the Authority's Project Manager fully informed as to the progress and status of any Services being provided.

11. Assignment. Subcontracting, assignment, or transfer of all or part of the interest of the Contractor in this Contract or in the work covered by this Contract is prohibited and void without the prior written approval of the Authority's Executive Director and the Authority's Board. In the event such consent is given, the terms and conditions of this Contract will apply to and bind the party or parties to whom such work is subcontracted, assigned, or transferred as fully and completely as the Contractor is hereby bound and obligated and the Contractor must obtain written acknowledgement thereof from all subcontractors and experts so engaged.

12. Amendments. Any proposed changes to the Contract must be by written amendment to this Contract and signed by the Authority's Executive Director. The Parties agree that only the Authority's Board may consent to any additional compensation for additional services requested by the Authority that were not identified in the RFP.

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

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

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

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

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

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

b) Termination for Cause. The Authority will have the right to terminate this Contract for Contractor default upon written notice to the Contractor. The Authority will also have the right, upon written notice to the Contractor, to terminate the Contract for other cause as specified in this Contract or by law. If it is later determined that the Authority erred in terminating the Contract for cause, then, at the Authority's discretion, the Contract will be deemed to have been terminated for convenience under section 17(a).

18. Integration Clause. This Contract, including all referenced documents, constitutes the entire agreement between the Parties. Terms used in exhibits hereto will have the same meanings as are ascribed thereto in this Contract unless otherwise defined therein. No agent, representative, employee, or officer of the Authority or the Contractor has authority to make, or has made, any statement, agreement, or representation, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to, detract from, or otherwise change or alter its terms and conditions. No negotiations between the Parties, nor any custom or usage, will be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms will be valid or binding unless accomplished pursuant to section 12 of this Contract.

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

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

21. Integrity Provisions. Contractor agrees to comply with the Contractor Integrity Provisions, which is attached hereto as Exhibit "D" and incorporated herein by reference.

22. Indemnity. Contractor will be responsible for, and must indemnify, defend, and hold harmless the Authority and its Members, officers, employees, attorneys, insurers, and agents (the "Indemnified Parties") from all claims, liabilities, damages, and costs including reasonable attorneys' fees, for bodily injury (including death and workers compensation claims) and damage to real or tangible personal property arising from or related to the negligence or other tortious acts, errors, and omissions

of Contractor, its employees, agents, or its subcontractors while engaged in providing the Services to the Authority pursuant to this Contract or while present on the Authority's premises, and for breach of this Contract regarding the use or nondisclosure of proprietary and confidential information where it is determined that Contractor is responsible for any use of such information not permitted by this Contract. This indemnification obligation will not be reduced in any way by any limitation on the amount or type of damages, compensation, or benefits payable by Contractor or its subcontractors under any employee benefit act including but not limited to Workers' Compensation Acts, Disability Benefits Acts, or other Employee Benefit Act.

23. Insurance. Contractor represents and warrants that it carries insurance identified in the Certificate of Liability Insurance which is attached hereto as Exhibit "C" and incorporated herein by reference.

24. Notice.

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

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

25. Dispute Resolution.

a) Representatives of the Parties responsible for the implementation of this Contract will make reasonable efforts to promptly discuss and resolve disputes related to this Contract prior to the pursuit of legal relief as provided in section 25(b). Barring an emergency or written assertion of either Party that further discussions are of no value, the Parties agree that if a dispute has not been resolved within five (5) days of the disputing Party's notice, the Parties shall cause senior executives of each Party (who are at a higher level of management than the persons with direct responsibility for administration of this Contract) to meet in person to negotiate in good faith on a resolution to such dispute within thirty (30) days after the expiration of the foregoing five (5) day period. All reasonable requests for information made by one Party to any other Party will be honored. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

b) Legal Relief. The Parties agree that this Contract is not intended to limit either Party's access to the courts to seek necessary protections or recovery of alleged damages.

c) Governing Law. This Contract will be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any choice or conflict of laws provisions of any state) and the decisions of the Pennsylvania courts.

d) Venue. The Parties irrevocably consent to the exclusive jurisdiction of the First Judicial District of Pennsylvania, being the Philadelphia Court of Common Pleas and waiving any claim or defense that such forum is not convenient or proper. Contractor agrees that the Philadelphia Court of Common Pleas will have *in personam* jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

e) Continuation of Work During a Claim. Unless otherwise ordered by a court or requested by the Authority, at all times during the course of a claim (including litigation), the Contractor must proceed diligently with the performance of this Contract and must continue to work as directed by the Authority Project Manager, in a diligent manner and without delay, and will be governed by all applicable provisions of this Contract. During the pendency of the claim or dispute (including litigation), the Authority will make payments of undisputed amounts in accordance with this Contract.

26. General Provisions.

a) Right to Know Law Provisions.

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

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

i) Provide the Authority, within 5 days after receipt of written notification, with copies of any document or information in the Contractor’s possession arising out of this Contract 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 Contract.

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

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

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

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

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

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

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

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

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

b) Maintenance of Records. Regardless of the impact of the Right-to-Know Law, Contractor must maintain all data, records, memoranda, statements of services rendered, and copies thereof (“Records”), 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 Contract. Such information must be maintained in a secure and professionally reasonable manner. Thereafter, Contractor must contact the Authority before disposing of any such materials and the Authority may direct that some or all of such materials be delivered to the Authority. For the avoidance of doubt, Records does not include Contractor’s workpapers which are proprietary information and access is restricted.

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

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

e) Non-Discrimination. Contractor agrees to abide by all legal provisions regarding

non-discrimination in hiring and contracting made applicable by federal, state, and local laws.

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

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

h) Recitals. The Recitals set forth at the beginning of this Contract are deemed incorporated herein and the Parties hereto represent they are true, accurate, and correct.

i) Taxes.

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

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

j) Waiver. No term or provision hereof will be deemed waived by the Parties unless such waiver or consent is in writing and signed by both Parties. No breach will be excused unless it is in writing signed by the non-breaching party.

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

l) Prior Contracts. Contractor agrees that upon the Effective Date of this Contract any prior contract between Contractor and the Authority to perform any vehicle glass and windshield replacement services whatsoever is considered terminated.

m) Separation Clause. If any provision of this Contract, or the application of any provision to any person or circumstances, is held invalid or unenforceable, the remainder of this Contract and the

application of such provision(s) to other persons or circumstances will remain valid and enforceable.

SIGNATURE PAGE TO FOLLOW

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

The Philadelphia Parking Authority

Attest: _____

Print Name: _____

Print Title: _____

By: _____

Richard Lazer
Executive Director

Effective Date: _____

APPROVED AS TO FORM

By: /s/ Michael Casey
Office of General Counsel

Contractor

Witness: _____

Print Name: _____

Print Title: _____

By: _____

Print Name: _____

Print Title: _____

Exhibit “A”
RFP

**Exhibit “B”
Proposal**

Exhibit “C”
Certificate of Liability Insurance

EXHIBIT “D”
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.

Appendix C

Insurance Requirements

THE PHILADELPHIA PARKING AUTHORITY
RFP NO. 25-20 VEHICLE GLASS AND WINDSHIELD REPLACEMENT SERVICES
APPENDIX C - 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 #8.

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 #8.

4. Professional (E&O) Liability Insurance with minimum acceptable limits of \$1,000,000 per claim and aggregate. Claims-made is acceptable, but if coverage is canceled, non-renewed or discontinued, Contractor must purchase Extended Reporting Coverage for the applicable statute of repose. If the controlling legal jurisdiction does not have any applicable statute of repose, the Extended Reporting Coverage shall be maintained for the period of the applicable statute of limitations or for a period of seven (7) years, whichever duration is longest.

5. Garagekeeper’s Liability with a minimum acceptable limit of coverage of \$1,000,000 per

THE PHILADELPHIA PARKING AUTHORITY
RFP NO. 25-20 VEHICLE GLASS AND WINDSHIELD REPLACEMENT SERVICES
APPENDIX C - INSURANCE REQUIREMENTS

occurrence and aggregate. The Authority must be named as additional insured as shown in requirement #8.

6. 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.
7. 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
8. The Philadelphia Parking Authority, its agents, employees, representatives, officers and directors individually and collectively, shall be added as ADDITIONAL INSURED on the 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.
9. 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.
10. 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**.
11. Any type of insurance or any increase in limits of liability not described above which the Authority requires for its own protection or on account of statue shall be its own responsibility and at its own expense.
12. The carrying of insurance shall in no way be interpreted as relieving **Company** of any responsibility or liability under the contract.
13. 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.

THE PHILADELPHIA PARKING AUTHORITY
RFP NO. 25-20 VEHICLE GLASS AND WINDSHIELD REPLACEMENT SERVICES
APPENDIX C - INSURANCE REQUIREMENTS

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.

14. 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.
15. 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.
16. 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.
17. 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.