

# **REQUEST FOR PROPOSALS FOR**

## **Maintenance, Repair and Replacement Services for Hydraulic Lifts and Snowplows**

**RFP No. 25-25**

### **TABLE OF CONTENTS**

<b>Part I - GENERAL INFORMATION FOR OFFERORS</b>	<b>page 2</b>
<b>Part II - INFORMATION REQUIRED FROM OFFERORS</b>	<b>page 9</b>
<b>Part III - CRITERIA FOR SELECTION</b>	<b>page 11</b>
<b>Part IV - WORK STATEMENT</b>	<b>page 12</b>
<b>Part V - CONTRACT TERMS AND CONDITIONS</b>	<b>page 16</b>
APPENDIX A – PROPOSAL FORM	
APPENDIX B – SAMPLE CONTRACT	
APPENDIX C – MINIMUM INSURANCE REQUIREMENTS	

# PART I

## GENERAL INFORMATION TO OFFERORS

SUMMARY	
<b>When:</b>	Proposals must be submitted by <b>Wednesday, September 24, 2025 no later than 1:00 PM.</b>
<b>Where:</b>	Philadelphia Parking Authority Attention: Shannon Stewart, Manager of Contract Administration 701 Market Street, Suite 5400 Philadelphia, PA 19106
<b>How:</b>	Proposals must be delivered to Shannon Stewart in a sealed package via mail, by a recognized overnight courier service (e.g., UPS, Federal Express, etc.), with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested certified mail, or by hand-delivery no later than <b>Wednesday, September 24, 2025 no later than 1:00 PM.</b> Whether mailed or hand-delivered, all envelopes must display the company's name and must be boldly and clearly handwritten (not typewritten) "RFP No. 25-25 Maintenance and Repair Services for Hydraulic Lifts and Snowplows". All proposals must be presented with <b>one (1) original and five (6) copies</b> , individually numbered, and an electronic version consisting of one PDF file via USB drive. Please do not password protect the USB drive or file.
<b>Registration</b>	<p>A Pre-Proposal meeting will <b><u>NOT</u></b> be held for this solicitation.</p> <p>Offerors must complete the <a href="#">Offeror Registration Form</a> for this solicitation to be considered an eligible Offeror. Registration ensures that the Authority will have the correct contact information to send addenda if needed. <b>Offerors must register by Friday, September 19, 2025 to be considered an eligible Offeror.</b></p>

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

This Request for Proposals (“RFP”) is being issued by the Philadelphia Parking Authority, (“Authority”), a body corporate and politic created under the laws of the Commonwealth of Pennsylvania in accordance with the Act of June 19, 2001, P.L. 287, No. 22, 53 Pd. C.S. § 5501 et seq. as amended, known as the “Parking Authority Law”. The Authority is seeking proposals from highly qualified Offerors to provide maintenance, repair and replacement services for hydraulic lifts, snowplows, and salt spreaders at various Authority locations.

**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.**

Eligible Offerors are encouraged to submit questions concerning the RFP in writing no later than **Friday, September 12, 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/01980ea3675476f9a44d8ccfcb1590c2>

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 [stewart@philapark.org](mailto:stewart@philapark.org).

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

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

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

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

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

<https://app.smartsheet.com/b/form/01980ea3675476f9a44d8ccfcb1590c2>

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

#### **I-5. Restriction of Contact.**

From the issue date of this RFP until the Authority's Board approves the selected Offeror, **Shannon Stewart is the sole point of contact concerning this RFP**. Any violation of this condition by an Offeror may result in the Authority rejecting the offending Offeror's proposal. If the Authority later discovers that the Offeror has engaged in any violations of this condition, the Authority may reject the offending Offeror's proposal or rescind the selection. Offerors must agree not to distribute any part of their proposal to anyone other than Shannon Stewart. An Offeror who shares information contained in its proposal with other Authority personnel and/or competing Offeror personnel may be disqualified.

#### **I-6. Proposal Conditions.**

Sealed proposals must be received in the office of the Philadelphia Parking Authority, addressed to Shannon Stewart, 701 Market Street, Suite 5400, Philadelphia, PA 19106, by **Wednesday, September 24, 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.

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

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 or 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 spaces where signatures are required. Corporations must sign through a duly authorized officer of the corporation with the officer's title clearly identified. Other business entities must sign through a duly authorized person with the title of the signer and type of entity clearly identified.

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

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

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

The successful Offeror will be required to submit Insurance Coverage as outlined in *Appendix C*. 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.

### **I-13. Business Licenses.**

The proposal should include the Offeror's Philadelphia Commercial Activities License (formerly Business Privilege License) number and the Offeror's Federal Tax ID number. If the Offeror does not currently have a Philadelphia Commercial Activity License, it must obtain one no later than five business days after notification of selection. If the Offeror does not believe that it needs a Philadelphia Commercial Activities License, an explanation with references to statute and/or the Philadelphia Code should be included with the proposal.

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

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

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

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

At any time up to the hour and date set for opening of proposals, an Offeror may withdraw its proposal. Such withdrawal must be in writing and delivered to the Authority at the address set forth herein by a nationally recognized overnight courier service, certified mail, return receipt requested, via email to Shannon Stewart at [sstewart@philapark.org](mailto: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.

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-16. Subcontracting.**

The selected Offeror will not assign or in any way transfer any interest in this agreement without prior written consent of the Authority, nor will the Offeror subcontract any services without prior written approval of the Authority.

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

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

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

**I-18. 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-19. 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-20. Statement of No Proposal.**

All Prospective Offerors that do not intend to submit a proposal are asked to complete the Proposal Decline Form enclosed in the proposal documents.

This document must be emailed to the attention of Shannon Stewart, Manager of Contract Administration at [sstewart@philapark.org](mailto:sstewart@philapark.org).

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

<https://app.smartsheet.com/b/form/01980ea368a87db2b7cfcc79fe5baa09>

**I-21. Shipping and Delivery.**

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

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.

**I-22. Financial Statements.**

If requested, the 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. Any proposal that does not contain the information outlined below may be deemed non-responsive.

Proposals must be submitted on letter size (8 ½" X 11") paper and 11-point font is the minimum font size for text.

**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 and Cost Proposal
- Tab E - Technical Response
- Tab F - Insurance Requirements
- Tab G - Proposed Amendments to the Contract
- Tab H- Disclosure of Legal Actions
- Tab I - Certifications and Licenses

**Tabs that extend beyond the 8.5" x 11" paper, must be used.**

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

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

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

Offerors must have a minimum of **three (3) years'** experience in providing maintenance and repair services for hydraulic lifts and snowplows.

Provide a summary of your experience providing the services described in the Work Statement. Describe your areas of specialization, including the resources your organization possesses in support of these areas.

Highlight unique qualifications, experience, approach, background, added services, technologies, innovations, or other characteristics of your company that make it the best choice.

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 must be submitted in **Tab B** of your proposal. Offerors must submit the record from the PA Department of State's website at <https://file.dos.pa.gov/search/business>.

#### **II-4. Key Personnel (Tab C).**

Offerors must identify the primary employee anticipated to be the project manager and a qualified substitute to represent the company for the entire term of contract.

Include any personnel or services that set you apart from other Offerors and why it would be most advantageous for the Authority to contract with your company.

#### **II-5. Proposal Form and Cost Proposal (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.

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

Provide a detailed explanation of the Offeror's ability to provide the goods and services detailed in the Work Statement.

Offeror must indicate their on-site response time for emergency services as required in section E of the Work Statement.

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 the Offeror's ability to provide maintenance and repair services for hydraulic lifts and snowplows to meet the Authority's needs. The proposal should make clear why the Authority should select the Offeror instead of one of its competitors.

Highlight unique qualifications, experience, approach, background, added services, technologies, innovations, or other characteristics of your company that make it the best choice.

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

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

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

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

#### **II-8. Proposed Amendments to 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 Authority in determining which Offeror should be awarded that contract but will not automatically disqualify the Offeror from consideration. Should there be no legal actions, suits, proceedings, claims or investigations pending with any governmental agency with which the Offeror has had or currently has a contractual relationship, a statement to that effect will be included.

#### **II-10. Certifications and Licenses (Tab I).**

Provide any licenses and certifications required by local and state laws to perform the services described in the Work Statement.

## PART III

### CRITERIA FOR SELECTION

**III-1. Mandatory Responsiveness Requirements.** To be eligible for selection, a proposal shall be (a) submitted by an Offeror who has completed the Offeror Registration Form; (b) timely received from an Offeror; (c) properly signed by the Offeror.

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

**III-3. Proposal Evaluation.** Proposals will be reviewed, evaluated and rated by an Evaluation Committee consisting of Authority employees. The Evaluation Committee will recommend the proposal determined to be most advantageous to the Authority as determined by the criteria listed below to the Authority's Board.

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

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

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

- |   |                    |
|---|--------------------|
| a. Responsiveness of the proposal to the submission requirements set forth in the RFP.  | <b>Weight: 5%</b>  |
| b. Qualifications and experience of the Offeror with regard to the Work Statement outlined in the RFP.  | <b>Weight: 30%</b> |
| c. The technical ability and capacity of the Offeror to meet the terms of the contract as evidenced by technical response, reference feedback and past performance. | <b>Weight: 25%</b> |
| d. Proposed schedule, fees, cost, and changes to the proposed contract although the Authority is not bound to select the contractor who proposes the lowest fees.   | <b>Weight: 30%</b> |
| e. Small and Small Diverse Business participation.  | <b>Weight: 10%</b> |

## PART IV

### WORK STATEMENT

#### IV-1. General.

The Authority is seeking proposals from highly qualified Contractors to provide maintenance, repair and replacement services for hydraulic lifts, snowplows, and salt spreaders at various Authority locations. This contract will establish reliable service support essential to the Authority's snow removal and de-icing operations, including emergency repairs, scheduled preventive maintenance, and routine servicing of critical hydraulic and mechanical equipment.

The Contractor must provide services designed to ensure optimal performance, safety compliance, and operational readiness of all equipment.

#### IV-2. Specific.

- A. Equipment Locations:** The Authority has hydraulic lifts, snowplows and salt spreaders across three Authority locations:

- 1. Facility Maintenance:** 6801 Essington Avenue, Philadelphia, PA 19153.

- a. Automotive Garage above Ground Lifts:**

- 1.** 4 - Rotary Lifts: Model Number SP015
- 2.** 7 - Mohawk Lifts: Model Number TP-15
- 3.** 1 - Mohawk Lift: Model Number TR-30

- b.** Snowplows and salt spreaders

- 2. Taxi and Limousine Division** located at 2415 S. Swanson Street, Philadelphia, PA 19148.

- a.** 3 - Mohawk Lifts: Model Number TP-15

- b.** Snowplows and salt spreaders

- 3. Facility Maintenance Airport Operations:** Philadelphia International Airport, 1 Main Toll Plaza, Philadelphia, PA 19153. **This location only has snowplows and salt spreaders.**

- B. Hours of Work:** The Contractor must provide on-call services during regular working hours on regular workdays, as defined below. Contractor may be required to provide emergency call-back service regardless of the time or day of the week at prices indicated on the cost form.

The Authority will approve any special maintenance or repair work to be performed during premium time prior to the performance of any work.

- 1. Regular Time:** Regular time refers to normal hours of operation Monday through Friday, 7:00 A.M. to 5:00 P.M. and regular time hourly rates will apply to services during these hours.
- 2. Premium Time:** Premium time refers to any hours outside of normal hours of operation Monday through Friday, Saturdays, Sundays and State holidays. Premium time hourly rates will apply to services during these hours. Only emergency repair and replacement services will be performed during premium time.

- C. Preventative Maintenance:** The Contractor must provide preventive maintenance in accordance with the manufacturer's specifications and industry standards. Preventive maintenance must ensure that all equipment operates in a safe, efficient, and reliable manner.

Preventive maintenance must include the inspection, testing, and servicing of all functional components appropriate to the equipment. At a minimum, this includes, but is not limited to:

- 1.** Suction pumps

2. Open loop system
3. Fan systems
4. Valves
5. Cylinders and pistons
6. Hydraulic lines, hoses and fittings
7. Gauges and seals
8. Filters
9. Augers and booster mechanisms
10. Mounting structures and support frames
11. Cutting blades and scraper edges
12. Electrical and electronic control components
13. Checking for fluid contamination, foaming, aeration, and any hydraulic or fluid leaks.
14. Verification that all warning labels and safety signage are present and legible.
15. Confirmation that all safety devices and mechanisms are functioning as designed.
16. **Snowplows (Western and Flink) and Salt Spreaders (Western, Salt Dogg and Byers):** Preventative maintenance inspection and service, according to the manufacturer's specifications, must be completed within 30 days of contract award. For the remaining terms of the contract, preventative maintenance must be performed no later than **September 15th** of each calendar year.

The Contractor must ensure that all salt spreaders are identified with **DANGER WARNING DECALS on both the Tail gates spreaders and the V box spreaders.**

- D. Repairs and Replacements:** The Contractor must provide equipment replacement services for hydraulic lifts, snowplows, and salt spreaders recommended by the Contractor to be beyond economical repair, damaged beyond safe use, or at the end of operational life. All equipment replacements must be approved in writing by the Authority prior any work being performed.

Any repairs and component level replacements identified during inspections, preventative maintenance or repair request must be approved by the Authority in writing.

**Estimates:** The Contractor must submit an estimate of the repair, equipment replacement or component-level replacement and must include, but is not limited to:

1. A breakdown of labor hours.
2. Hourly labor rates.
3. A list of necessary replacement parts.
4. Estimates must be submitted to the Authority's project manager via email and must be approved prior to the start of any repair or replacement work services performed.
5. Offeror must provide documentation verifying the actual cost of parts at the time of invoice. The Authority will not pay mark-up for parts, only list price. Offerors may provide a parts discount to be applied to list discount.
6. All replacement parts for equipment less than two (2) years old must be OEM ("Original Equipment Manufacturer").

## 7. Equipment Replacement Standards

- a. New or manufacturer-certified refurbished equipment only.
- b. Equal or greater performance, safety, and compatibility with existing operations.
- c. Contractor will be required to provide equipment specifications and installation schedule for all approved equipment replacements.
- d. **Installation:** Contractor will be required to perform installation, calibration and testing per manufacturer specifications for all equipment replacements.
- e. Offerors must indicate on their cost form a mark-up or discount percentage to be applied to the manufacturer list price of equipment only.

**E. Emergency Repairs and Replacements:** The Contractor must acknowledge emergency repair requests **within four (4) hours** during active weather events or declared emergencies and provide an estimated on-site response time. Offerors must identify their response time to be on-site following an emergency request in **Tab E** of their proposal.

1. The Contractor must be prepared to perform immediate repairs and/or replacements at all Authority locations to restore operational readiness which includes, but is not limited to:
  - a. Hydraulic systems: hoses, pumps, cylinders, valves, and fittings.
  - b. Hydraulic lift mechanisms and controllers.
  - c. Snowplow mechanical components: frames, blades, mounting hardware.
  - d. Salt spreader mechanical and control systems.
  - e. Electrical systems supporting snowplows and salt spreaders.
2. The Contractor must perform equipment diagnostics, repair, and replacement of faulty components to restore full operation.
3. All repairs must comply with manufacturer specifications and industry best practices.
4. Offeror must document each repair, including identified problems, repair procedures, and replaced parts.

**F. Technical Expertise:** The Contractor must have expertise in servicing commercial hydraulic lifts, snowplows and salt spreaders including:

1. Knowledge of various snowplow and salt spreader types, materials, and operating mechanisms.
2. Familiarity with safety systems and compliance requirements.
3. Ability to source and install replacement parts from multiple manufacturers.
4. Understanding of proper installation, adjustment, and testing procedures.

**G. Parts and Materials:** The Contractor must provide all necessary parts and materials for repair and replacement services this includes, but is not limited to:

1. OEM or equivalent quality replacement components.
2. Offeror must maintain adequate inventory of commonly required replacement parts to minimize delays.
3. **Replacement Parts:**
  - a. Snowplow blades
  - b. Headlights
  - c. Hydraulic pistons

- d. Tie-down Straps
- e. Chains
- f. Blade Identifiers
- g. Hydraulic hoses and fittings
- h. Control system components
- i. All necessary accessories for proper equipment operation

**PLEASE NOTE:** The Authority **will not** pay make-up for parts and materials, only list price. Offerors may provide a parts discount percentage to be applied to the list price.

**H. Reporting:** Monthly summary reports must be submitted to the designated project manager detailing all service activities performed during the previous month. The Contractor must maintain comprehensive records of all services performed including:

1. Detailed service reports for each maintenance visit and repair call. The report must include the date, time, labor hours, and diagnosis identifying any failed parts, and any additional repairs needed.
2. Documentation of parts replaced, and materials used.
3. Documentation of equipment condition up completion of repairs.
4. Recommendations for upcoming repairs or replacements of equipment that are at or near end-of-life expectancy.

**The Authority prefers a reporting system but this is not a requirement.**

- I. Warranty Requirements and Quality Assurance:** Offeror must provide a 90-day warranty on all repair work and replacement parts installed. Warranty terms must cover both materials and workmanship for periods appropriate to the type of work performed. The Authority requires assurance that repaired systems will perform reliably following service completion.
- J. Safety and Compliance:** All work performed must comply with manufacturers' specifications, industry's best practices and applicable safety standards. The Contractor must demonstrate knowledge of safety requirements and ensure all equipment operates safely following service completion. Safety testing must be conducted on equipment following any repair or maintenance activity.

## 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 may reject all or some of those changes or exceptions, in its sole discretion.

The Authority's Contractor Integrity Provisions are attached to the proposed form of contract as Exhibit "A". Those Provisions apply to every Authority contractor and any party seeking to contract with the Authority. By submitting a 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**

**MAINTENANCE, REPAIR AND REPLACEMENT SERVICES FOR HYDRAULIC LIFTS AND SNOWPLOWS**  
**RFP No. 25-25**

**PROPOSAL FORM**

1. The undersigned submits this proposal in response to the above referenced **RFP No. 25-25 Maintenance, Repair and Replacement Services for Hydraulic Lifts and Snowplows** 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 maintenance, repair and replacement services for hydraulic lifts, snowplows and salt spreaders for the costs identified below:

- A. **Hourly Rates:** Provide hourly rates for installation and repair services for gates and fencing in accordance with the Work Statement.

Hydraulic Lifts					
Hourly Rate	Year One	Year Two	Year Three	Year Four	Year Five
Regular Time - Preventative Maintenance, Repairs and Replacements	\$	\$	\$	\$	\$
Premium Time - Emergency Repairs and Replacements	\$	\$	\$	\$	\$

Snow Plows					
Hourly Rate	Year One	Year Two	Year Three	Year Four	Year Five
Regular Time - Preventative Maintenance, Repairs and Replacements	\$	\$	\$	\$	\$
Premium Time - Emergency Repairs and Replacements	\$	\$	\$	\$	\$

Salt Spreaders					
Hourly Rate	Year One	Year Two	Year Three	Year Four	Year Five
Regular Time - Preventative Maintenance, Repairs and Replacements	\$	\$	\$	\$	\$
Premium Time - Emergency Repairs and Replacements	\$	\$	\$	\$	\$

- B. **Equipment Replacement:** Identify either a mark-up or discount percentage that will apply to replacement hydraulic lifts, snowplows and salt spreaders list price

Parts	
<input type="checkbox"/> Discount	_____ %
<input type="checkbox"/> Markup	

- C. **Parts and Materials Discount:** \_\_\_\_\_ %

**Please Note:** The Authority **will not** pay make-up for parts and materials, 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 maintenance, repair and replacement services for hydraulic lifts, snowplows and salt spreaders 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 5 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, email addresses must be provided.**

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 ("PA DGS")? ☐ 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 issued by the PA DGS. 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. 25-25 Maintenance, Repair and Replacement Services for Hydraulic Lifts and Snowplows

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:


Upon completion of this form, please email the form to Shannon Stewart, Manager of Contract Administration, at [sstewart@philapark.org](mailto:sstewart@philapark.org). A link to the electronic version of this form can be found on our website or by clicking this link, <https://app.smartsheet.com/b/form/01980ea368a87db2b7cfcc79fe5baa09>.

# Appendix B

## Sample Contract

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

---

Contract No. K-25-0075

**THIS AGREEMENT** effective as of 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 (the "**Authority**") and \_\_\_\_\_, a \_\_\_\_\_, with its registered address at \_\_\_\_\_ ("**Contractor**").

**WITNESSETH:**

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

**WHEREAS**, the Authority, in the public interest, desires to engage Contractor to provide preventative maintenance and repair services on hydraulic lifts at Authority locations and snow plows on Authority owned vehicles, subject to the terms and conditions set forth herein;

**WHEREAS**, in order to procure such services, the Authority issued Request for Proposals No. 25-25 "Maintenance, Repair and Replacement Services for Hydraulic Lifts and Snow Plows" on \_\_\_\_\_, 2025 ("RFP"), attached hereto, marked as Exhibit "B";

**WHEREAS**, Contractor submitted a conforming Proposal to the RFP ("Proposal") on \_\_\_\_\_, 2025 and is in the business of providing the desired preventative maintenance and repair services, attached hereto, marked as Exhibit "C";

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

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

**1. SCOPE OF SERVICES.**

The Authority hereby engages and Contractor hereby agrees to perform the following preventative maintenance and repair services ("Services"):

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

B. To coordinate the fulfillment of this Agreement with the Authority's Project Manager, Jerome Trzaska, Manager of Fleet Maintenance, who may be reached at 215-683-9767 or by e-mail at [JTrzaska@philapark.org](mailto:JTrzaska@philapark.org). However, the parties agree that only the Authority's Board or Executive Director may consent to any alteration or amendment to this Agreement, and in each such case in writing;

C. The preventive maintenance services will begin 30 days after the first date written above, unless otherwise instructed by the Authority's Project Manager.

D. Provide monthly written reports detailing the preventative maintenance services that were conducted;

E. Be on location within four (4) hours of a service request by the Authority; and

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

## **2. REPAIR PROCESS**

A. Contractor shall assess and inspect damaged equipment at the Authority's Fleet Maintenance facility free of charge.

B. Contractor shall provide an itemized and computer-generated estimate to the Authority within three (3) business days of receiving a request for an estimate from the Authority. The estimate shall include the cost for all parts, material and labor hours necessary to complete the repairs, with a line by line itemization of each part being repaired or replaced, using the CCC ONE Crash- Estimating Guide, or equivalent cost estimating software, in effect at that time ("Estimate"). Contractor shall include a current copy of the CCC ONE Crash-Estimating Guide, or equivalent cost estimating software, with the Estimate. In the event a part is not listed in the CCC ONE Crash- Estimating Guide or equivalent cost estimating software, Contractor shall provide a copy of the manufacturer's list price sheet and charge the Authority the discounted rate as contained in Contractor's Proposal. It is understood that the Authority may withdraw equipment from Contractor after receiving the Estimate.

C. In the event repairs not included in the initial Estimate are required ("Supplemental Repairs"), Contractor must provide the Authority with a revised written Estimate that includes the Supplemental Repairs ("Revised Estimate"). Such Revised Estimate shall be in the same format as the initial Estimate supplied to the Authority. It is understood that the Authority may withdraw equipment from Contractor after receiving the Revised Estimate.

D. After receiving the Estimate or Revised Estimate, the Authority shall provide the Contractor with a written notice to proceed ("Notice to Proceed"). Upon receipt of the Notice to Proceed, Contractor must retrieve the equipment from the Authority within two (2) business days at no additional cost to the Authority. At no point during the repair process may repairs be initiated prior to receiving the Notice to Proceed. **The Authority will not be responsible for any repairs that are initiated prior to a Notice to Proceed being issued.**

### 3. **TERM.**

The term of this Agreement shall commence on the date first written above and shall end 1 year thereafter, with 4 one-year Options to Renew at the sole discretion of the Authority, subject to the other provisions of this Agreement. The Authority shall provide 30 days written notice of its option to renew for each one-year term permitted by this Agreement. The term of this Agreement may not be extended beyond 5 years.

### 4. **CONSIDERATION AND PAYMENT.**

A. For the performance of Services described herein, the Authority will pay the Contractor in accordance with the cost form detailed in its Proposal. It is agreed and understood that the Authority is not obligated to purchase any engage Contractor to perform any Services during the term of this Agreement.

B. At no time will Contractor be reimbursed for any administrative or overhead costs incurred by Contractor in fulfilling the terms of this agreement, including, but not limited to, any time, fees or expenses associated with Contractor's travel, fuel, lodging, food, or photocopying in connection with Contractor's Services.

C. The Contractor will invoice the Authority for Services as provided in this Agreement in a form acceptable to the Authority. All invoices must be forwarded to *Accounts Payable* at the Authority's address provided above. **Contractor shall also email a copy of the invoice to Jerome Trzaska at [Jtrzaska@philapark.org](mailto:Jtrzaska@philapark.org).** Included with the submitted invoice the Contractor is required to provide a written report detailing the repairs that were made. The Authority will not acknowledge invoices that are not submitted in accordance with the procedure outlined above.

### 5. **WARRANTIES**

A. Contractor hereby expressly guarantees all Services performed under this Agreement against any defects in workmanship, cosmetic repairs and painting for a period of ninety (90) days.

B. Contractor expressly warrants that the Services performed pursuant to this Agreement and any parts used for repairs:

1. Shall strictly conform in all respects with the Estimates and descriptions provided by Contractor;

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

3. Shall be merchantable, fit for the purpose for which such parts are intended, shall comply with industry standards and shall conform with the description of the product provided to the Authority;

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

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

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

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

## **6. NO SOLICITATION/CONFLICTS OF INTEREST.**

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

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

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

## **7. INABILITY OF CONTRACTOR TO PERFORM.**

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



## **8 TERMINATION FOR CONVENIENCE OF AUTHORITY.**

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

## **9. GENERAL TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**M. Specific Proposals.** It is understood that the Authority will have the absolute discretion to accept, reject or modify any proposal or offer which Contractor may bring to the Authority’s attention during the term of this Agreement

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

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

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

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

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

**S. Prior Agreement.** This Agreement supersedes and replaces any and all previous agreements between the parties related to the Services contained herein.

**T. 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 Commercial Activity License No. is: \_\_\_\_\_. Contractor further certifies that its Federal Tax ID. No. is: \_\_\_\_\_.

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

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

**V. Separation Clause.** If any provision of this Agreement, or the application of any provision to any person or circumstances, is held invalid or unenforceable, the remainder of this Agreement and the application of such provision(s) to other persons or circumstances 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: \_\_\_\_\_

Rich Lazer  
Executive Director

**APPROVED AS TO FORM**

By: /s/ Steven C. Boc  
General Counsel's Office

**Contractor**

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

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

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

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

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

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

**EXHIBIT A**  
**Contractor Integrity Provisions**

**Philadelphia Parking Authority**  
**CONTRACTOR INTEGRITY PROVISIONS**

1. Definitions.

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

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

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

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

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

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

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

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

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

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

6. Contractor shall have no financial interest with or in any other contractor, subcontractor,



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

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

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

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

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

11. For violation of any of these Contractor Integrity Provisions the Authority may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete

performance under this contract, and debar and suspend Contractor from doing business with the Authority. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

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

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

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

**EXHIBIT B**  
**RFP**

**EXHIBIT C**  
**Proposal**

# Appendix C

## Insurance Requirements

THE PHILADELPHIA PARKING AUTHORITY  
RFP NO. 25 – 25 INSURANCE REQUIREMENTS

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

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

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

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

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

- a) Occurrence Form with the following limits:

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

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

- c) Owner must be named as additional insured as shown in requirement #7.

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 #7.

4. Excess/Umbrella Liability Insurance: with a minimum acceptable limit of coverage of \$2,000,000 per occurrence and aggregate. Such coverage shall be excess of the general liability insurance, business auto liability insurance, and employers liability as required by this contract. Owner must be named as additional insured as shown in requirement #10.

5. Deductibles or Self-Insured Retention’s: Contractor is responsible to pay any and all deductibles and/or self-insured retentions that may apply to the required insurance.

6. Financial Rating of Insurance Companies:

THE PHILADELPHIA PARKING AUTHORITY  
RFP NO. 25 – 25 INSURANCE REQUIREMENTS

- a) A.M. Best Rating: A – (Excellent) or Higher
- b) A.M. Best Financial Size Category: Class VII or Higher

7. 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. Contractor's coverage shall be primary and non-contributory to any other coverage available to Philadelphia Parking Authority, including, without limitation, coverage maintained by Philadelphia Parking Authority wherein Philadelphia Parking Authority is named insured, and that no act of omission shall invalidate the coverage.

It is agreed that Contractor's insurance will not be cancelled, materially changed or non-renewed without at least thirty (30) days written notice to The Philadelphia Parking Authority, 701 Market Street, Suite 5400, Philadelphia, PA 19106, by Certified Mail-Return Receipt Requested.

8. Waiver of Rights of Recovery and Waiver of Rights of Subrogation:
- a) Contractor waives all rights of recovery against The Philadelphia Parking Authority and all additional Insureds for loss or damage covered by any of the insurance maintained by Contractor pursuant to this Contract.
  - b) Contractor and its respective insurance carriers hereby waive all rights of subrogation against The Philadelphia Parking Authority and all additional insureds for loss or damage covered by any of the insurance maintained by Contractor pursuant to this contract.
  - c) If any of the policies of insurance required under this Contract require an endorsement to provide for the waiver of subrogation set forth in b, above, then the named insured's of such policies will cause them to be endorsed.
9. The amount of insurance provided in the aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of the Contractor.
10. Any type of insurance or any increase in limits of liability not described above which the Authority requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
11. The carrying of insurance shall in no way be interpreted as relieving Contractor of any responsibility or liability under the contract.
12. Prior to the commencement of work or use of premises, Contractor shall file Certificates of Insurance with The Philadelphia Parking Authority, which shall be subject to The Philadelphia Parking Authority's approval of adequacy of protection and the satisfactory character of the insurer. The Certificates of Insurance should be transmitted within five days of receipt of these insurance requirements to The Philadelphia Parking Authority, regardless of when your work will start. Project description and Job Number must be shown on the Certificate of Insurance.

In the event of a failure of Contractor to furnish and maintain said insurance and to furnish satisfactory evidence thereof, The Philadelphia Parking Authority shall have the right (but not the obligation) to take out and maintain the same for all parties on behalf of Contractor who agrees to furnish all necessary information thereof and to pay the cost thereof to The Philadelphia Parking Authority immediately upon presentation of an invoice.

13. Failure of Contractor to obtain and maintain the required insurance shall constitute a breach of contract and Contractor will be liable to the Philadelphia Parking Authority for any and all cost,

THE PHILADELPHIA PARKING AUTHORITY  
RFP NO. 25 – 25 INSURANCE REQUIREMENTS

liabilities, damages, and penalties (including attorney's fees, court, and settlement expenses) resulting from such breach, unless the Philadelphia Parking Authority provides Contractor with a written waiver of the specific insurance requirement.

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