

REQUEST FOR PROPOSALS FOR
Insurance Broker and Risk Management Services

RFP No. 26-08

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PART I

GENERAL INFORMATION TO OFFERORS

SUMMARY	
When:	Proposals must be submitted by Tuesday, May 12, 2026 no later than 1:00 PM.
Where:	Philadelphia Parking Authority Attention: Shannon Stewart, Manager of Contract Administration 701 Market Street, Suite 5400 Philadelphia, PA 19106
How:	Proposals must be delivered to Shannon Stewart in a sealed package via mail, by a recognized overnight courier service (e.g., UPS, Federal Express, etc.), with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested certified mail, or by hand-delivery no later than Tuesday, May 12, 2026 at 1:00 PM. Whether mailed or hand-delivered, all envelopes must display the company's name and must be boldly and clearly handwritten (not typewritten) "RFP No. 26-08 Insurance Broker and Risk Management Services". All proposals must be presented with one (1) original and eight (8) copies , individually numbered, and an electronic version consisting of one PDF file via USB drive. Please do not password protect the USB drive or file.
Mandatory Pre-Proposal Meeting	<p>A mandatory Pre-Proposal Meeting will be held on Tuesday, April 14, 2026 at 2:00 PM at the offices of the Philadelphia Parking Authority at 701 Market Street, Suite 5400, Philadelphia, PA 19106. Prospective Offerors may attend in person or virtually using the Teams meeting information below:</p> <p>Microsoft Teams meeting</p> <p>Join: https://teams.microsoft.com/meet/28649612975082?p=ERjdOWjPsFjwLzu88Q</p> <p>Meeting ID: 286 496 129 750 82</p> <p>Passcode: Ti9MN3Jm</p> <p>Need help? System reference</p> <p>Dial in by phone</p> <p>+1 929-346-7319,,53701299# United States, New York City</p> <p>Find a local number</p> <p>Phone conference ID: 537 012 99#</p> <p>Prospective Offerors who are having trouble attending the meeting should contact Shannon Stewart for assistance at 215.837.9025.</p> <p>Please complete the Offeror Registration Form to complete your registration for this solicitation.</p>

I-1. Introduction.

This Request for Proposals (“RFP”) is being issued by the Philadelphia Parking Authority, (“Authority”), a body corporate and politic created under the laws of the Commonwealth of Pennsylvania in accordance with the Act of June 19, 2001, P.L. 287, No. 22, 53 Pd. C.S. § 5501 et seq. as amended, known as the “Parking Authority Law”. The Authority is seeking proposals from highly qualified insurance brokers to provide comprehensive brokerage services under a one (1) year contract. This includes serving as a strategic risk advisor to reduce total cost of risk and protect a public authority with enforcement, technology, infrastructure, and political exposure. The selected firm must demonstrate experience advising complex governmental or quasi-governmental entities operating in highly visible public environments. The term of the contract may be extended by and at the sole option of the Authority for up to 4 (four) additional one-year renewals. To be considered qualified, the insurance broker must meet the Qualifications and Experience requirements as described in II-3.

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 after the Pre-Proposal meeting and no later than **Tuesday, April 28, 2026 at 12:00 PM.**

Questions concerning this RFP are to be submitted via the Question Submission Form using the link below:

<https://ppa-forms-pro.powerappsportals.com/question-submissions/?uid=a0f828c6-cd43-4cc8-b3f9-89a0f03de84d> (The link will be activated after the Pre-Proposal Meeting)

Questions must be in Word format and uploaded using the Question Submission Form.

If you are having issues accessing or completing the Question Submission Form, please contact Shannon Stewart, Manager of Contract Administration via email at sstewart@philapark.org.

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

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

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

I-4. Clarification of Instructions.

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

<https://ppa-forms-pro.powerappsportals.com/question-submissions/?uid=a0f828c6-cd43-4cc8-b3f9-89a0f03de84d>

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

I-5. Restriction of Contact.

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

I-6. Proposal Conditions.

Sealed proposals must be received in the office of the Philadelphia Parking Authority, addressed to Shannon Stewart, 701 Market Street, Suite 5400, Philadelphia, PA 19106, by **Tuesday, May 12, 2026 no later than 1:00 PM**.

Packages must be delivered and received by Shannon Stewart prior to the due date and time to meet the mandatory responsiveness requirement of received timely as described in Part III. Delayed deliveries will not be accepted if received after the due date and time.

Each Offeror shall submit to the Authority the information and forms required, which forms, and information shall become the property of the Authority and will not be returned to Offerors, unless a written request to withdraw is received prior to the opening of proposals. Failure to attach documents required for submittal at the time of submittal will result in the proposal being rejected.

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

I-7. Small and Small Diverse Business Participation.

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 using the link below:

<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 H)** in order to be considered.

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

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 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>.

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 or delivered in person. Such withdrawal shall be effective only upon receipt by the Authority evidenced by written confirmation of such receipt and will preclude the submission of another proposal by such Offeror.

After the scheduled time for opening of proposals, no Offeror will be permitted to withdraw their proposal, and each Offeror hereby agrees that their proposal shall remain firm for the contract period. A proposal made and opened may be

withdrawn with the written permission of the Authority, if the Authority determines in its sole discretion that the proposal is inconsistent with the best interest of the Authority.

I-16. Unacceptable Proposals.

The Authority will not consider and will reject any proposal if the Offeror is in arrears or in default to the Authority as to any debt or contract, or whose insurer or banking institution is in default as surety or otherwise upon any obligation to the Authority or has failed in the sole opinion of the Authority to faithfully perform any previous contract with the Authority.

I-17. Subcontracting.

Any use of subcontractors by an Offeror must be identified in the proposal. During the contract period, use of any subcontractors by the selected Offeror, which were not previously identified in the proposal, must be approved in advance in writing by the Authority.

I-18. Notification of Offeror Selection.

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

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

I-19. Standard Practices.

All work performed under the contract shall be subject to inspection and final approval by the Authority, through the Executive Director or his designee.

I-20. Document Disclosure.

While documents exchanged by or with the Authority or its agents during this process may be protected from public release by certain terms of Pennsylvania's Right to Know Law (65 P.S. §§67.101–67.3104), Pennsylvania's Procurement Code, or other laws, many documents may not be protected. All Offerors are advised to seek counsel or otherwise educate themselves regarding open records laws and regulations in Pennsylvania. The determination to award a contract will occur at a Sunshine Act meeting.

I-21. Statement of No Proposal.

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

This document must be emailed to the attention of Shannon Stewart, Manager of Contract Administration at sstewart@philapark.org.

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

<https://ppa-forms-pro.powerappsportals.com/decline-submission/?uid=a0f828c6-cd43-4cc8-b3f9-89a0f03de84d>

I-22. Shipping and Delivery.

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

I-23. Financial Statements.

If requested, Offeror will be required to provide audited financial statements for the last three years completed by an independent Certified Public Accountant firm who is not affiliated with or employed by the Offeror.

Offeror may 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. **Proposals must not exceed 10 pages (page count limit applies to Tabs A, B, C and F only). Please do not provide duplicate answers. Any proposal that does not contain the information outlined below may not be considered.**

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 posted to the Authority's website.

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

The tab requirements are as follows:

- Tab A - Transmittal Letter
- Tab B - Qualifications and Experience
- Tab C - Key Personnel
- Tab D - Fee Proposal
- Tab E - Proposal Form
- Tab F - Technical Response
- Tab G - Evidence of Insurance
- Tab H - Proposed Amendments to Contract
- Tab I - Disclosure of Legal Actions
- Tab J - Client List
- Tab K - Portfolio
- Tab L - Certifications and Licenses

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

II-2. Transmittal Letter (Tab A). (Page Limit: 1 page)

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). (Page Limit: 2-3 pages)

Offerors must have a minimum of **number (8) years'** experience in providing insurance broker and risk management services as described in the Work Statement.

Provide a summary of your experience and describe your areas of specialization, including the resources your organization possesses in support of these areas. Experience with government agencies is preferred.

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

Include 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 the record from the PA Department of State's website at <https://file.dos.pa.gov/search/business>.

II-4. Key Personnel (Tab C). (Page Limit: 1-2 pages)

Offerors must identify the primary employee(s) anticipated to be the project manager for this contract and include the clients they serve. 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.

Provide an organizational chart of the team who will be servicing the Authority’s account. Include through a resume, or similar document, education and experience providing the goods/services as described in the Work Statement. Indicate the responsibilities each will have and how long each has been with your company. Do not list personnel who will not be assigned to this contract.

Resumes are to include educational qualifications and previous work assignments that relate to this RFP. The primary employee anticipated to represent the Authority must be named.

II-5. Fee Proposal (Tab D).

The firm’s only permitted source of income, revenue or compensation earned in connection with any Authority account is the annual fixed flat rate paid by the Authority. Any other source of income, revenue, consideration or compensation, including, but not limited to, commissions and overrides received by the firm in connection with an Authority account, must be disclosed and remitted to the Authority or subtracted from the annual fee proposed.

Fee schedule is:

- (1) For the First Term of the Agreement: \$_____ (ending June 30, 2027).
- (2) For the Second Term of the Agreement: \$_____ (ending June 30, 2028).
- (3) For the Third Term of the Agreement: \$_____ (ending June 30, 2029).
- (4) For the Second Term of the Agreement: \$_____ (ending June 30, 2030).
- (5) For the Third Term of the Agreement: \$_____ (ending June 30, 2031).

In the event the Agreement is renewed after the first term expires, the annual fee will be paid in four quarterly installments on June 30, September 30, December 30, and March 30 of the term.

II-6. Proposal Form (Tab E).

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-7. Technical Response (Tab F). (Page Limit: 3-5 pages)

Offeror must demonstrate a complete understanding of the Authority’s requirements, demonstrate their ability to meet all requirements and outline a clear and concise plan to meet the requirements. Proposals should describe Offeror’s approach to providing insurance broker and risk management services to meet the Authority’s needs. The proposal should make clear why the Authority should select the Offeror instead of one of its competitors.

II-8. Insurance Requirements (Tab G).

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

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

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

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

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

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

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-11. Client List (Tab J).

Provide a complete list of all clients serviced in the past 3 years and include the name of the organization, a brief description of the services provided, and the contract term (including start and end dates, if applicable).

II-12. Portfolio (Tab K).

Provide a portfolio demonstrating your experience and capabilities in providing risk management insurance services as described in the Work Statement. Detail the risk management approach, relevant client experience, insurance program design experience, claims management capabilities, loss control and risk mitigation and reporting and technology offered.

II-13. Certifications and Licenses (Tab L).

Provide any certifications and licenses required by local and state laws to perform insurance broker and risk management 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 was represented at the mandatory pre-proposal meeting; (b) timely received from an Offeror; (c) properly signed by the Offeror.

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

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

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

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

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

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

PART IV

WORK STATEMENT

IV-1. General.

The Philadelphia Parking Authority (“Authority”) is seeking the services of a qualified professional insurance broker to provide comprehensive brokerage services. The selected Offeror will coordinate with the Authority's Project Manager for the implementation of services. The Authority employs approximately 1,200 employees, including full-time and part-time. Employees are located at multiple work-sites in the City of Philadelphia. The expected brokerage services will be generally related to the following types of Authority insurance products (in certain circumstances including Authority affiliate coverage) including but not limited to:

- Property/B&M
- Comprehensive General Liability
- Excess General Liability
- Umbrella Liability
- Professional Liability/Employed Lawyers
- Directors and Officers Liability
- Employment Practices Liability
- Automobile Liability
- Garage Keepers Liability
- Environmental Liability
- Commercial Crime
- Workers’ Compensation
- Surety Bonds
- Cyber Liability
- Excess Cyber Liability
- Active Shooter Liability

IV-2. Specific.

The duties of the insurance broker will include but are not limited to the following:

A. Insurance Broker Services

1. Broker must provide annual actuarial-style loss trending analysis and strategic recommendations to reduce total cost of risk.
2. Assign an experienced Account Manager to the Authority who will be responsible for communication with the Authority. The Account Manager, along with any other team members assigned, must be available daily to the Authority for advice and consultation on insurance program related issues and concerns. Company must identify the office from which the Authority account would be serviced.
3. Conduct coverage analysis and selection of appropriate Property, Contractors Equipment, Builders Risk and Business Income values utilizing existing Property appraisals, income statements and other available

documentation. Provide risk assessments for these exposures as well as for other coverage exposures whether currently insured or not.

4. Provide recommendations for appropriate program structures, including appropriate deductibles, retentions, and policy limits, based on the loss analysis and the Authority's desired level of risk retention.
5. Assure that insurance policies are placed with reputable and financially responsible insurers in accordance with A.M. Best and other credit rating agencies. Keep the Authority informed of any changes in the financial rating of its insurers, make recommendations and take appropriate actions based upon such changes.
6. Assist the Authority in the completion of all applications, documents and gathering of data that may be requested by insurance companies.
7. Development of criteria for an identification of qualified insurers and, when appropriate, giving due consideration to all insurance markets throughout the world, including, but not limited to, domestic stock and mutual companies, reciprocals, Lloyds, foreign companies and other markets. No insurance carrier shall be utilized that is not acceptable to the Authority.
8. Solicit proposals from insurance carriers, review and evaluate the proposal submitted, and make recommendations to the Authority as to such proposals.
9. With the consent of the Project Manager as to terms and conditions, negotiate for the Authority's consideration and selection insurance policy coverages to appropriately protect the insurable assets of the Authority on a net of commission basis.
10. Review insurance policies upon receipt to verify conformance to the specifications and negotiations and, as necessary, request and monitor required changes.
11. On a basis of any relevant information received from the Authority, finalization of manuscript policies and preparation of all materials required in connection with soliciting insurance carriers.
12. Review and evaluate all premium audit statements and invoices, including verification of all premiums, provide notice of changes in premiums or terms and conditions, cancellation and all communications from insurers.
13. Review and process endorsements, exceptions and other changes to insurance policies, including explanation and recommendations to the Authority and implementation of the Authority's decisions.
14. Issue required Certificates of Insurance requested by the Authority and maintain a list of all certificate holders.
15. Provide the Authority with an insurance schedule for all coverages maintained by the Authority.
16. Review and provide binders, policies, endorsements and certificates of insurance for all insurance coverages managed by the broker on behalf of the Authority. Review of certificate of insurance must be completed within 48 hours.
17. Company must interact with, assist and keep informed any existing insurer or third-party administrator used by the Authority for policy periods preceding the date of this Agreement as necessary to manage risk to the Authority.
18. Evaluate on an ongoing basis the operating exposures, various insurance policy coverage terms, conditions, limits and deductibles and make recommendations to enhance coverage, improve cash flow, and reduce overall cost of risk of the Authority.
19. Continuously update the Authority on emerging market and exposure trends and benchmark the Authority premium rates, limits, retentions and loss experience with other similar organizations and provide recommendations for improvement.

20. Conduct a pre-renewal strategy meeting and work with the Authority to develop renewal strategies one hundred twenty (120) days before renewal, at minimum. Obtain and evaluate competitive coverage proposals from various insurance companies or other represented service providers.
21. Coordinate and oversee the performance of all related services performed by insurance companies, underwriters, adjusters and/or other arranged or bundled service providers.
22. Provide such other services related to placed and managed insurance coverage as the Authority may reasonably request.

B. Risk Management Services

1. Broker must assist in updating standard insurance and indemnification language for Authority procurement documents annually.
2. Upon receipt of notice of any claim against the Authority identify the appropriate insurer based on the nature of the claim and place the insurer on notice of the claim to preserve the Authority's insurance coverage related to the noticed incident.
3. Periodically review and identify changes in the Authority's loss exposure.
4. Assist the Authority in establishing, implementing, administering, and monitoring a safety and loss prevention program. This will include on-site facility inspections and training of Authority employees by qualified Company employees or agents.
5. Assist the Authority in the monitoring of losses and processing of claims under the insurance policies.
6. Work with the Authority personnel to provide advice regarding any Third-Party Administrator Claims Management Services.
7. Meet with the Authority personnel and third-party administrators or insurers and counsel as appropriate (typically done on a quarterly basis) to discuss any of the items listed in scope of services identified above and to conduct a claims review meeting.
8. Meet with the Authority's Director of Risk Management and Chief Financial Officer on a monthly basis to discuss any items listed in the scope of services.
9. Assist the Authority's Director of Risk Management with the development of an agency-wide Risk Management Plan to include the identification, analysis, monitoring and control of risk to decrease the probability and impact of events adverse to the Authority's interests.
10. The Insurance Broker will work with our Actuarial Consultants in the capacity to provide reports, data and information that would pertain to the period(s) requested in a timely manner. The Broker will work directly with our assigned actuary to facilitate the transfer of data and required information. The Parking Authority will work in the role as facilitator to ensure all information is clearly communicated to the Broker and expedite all requests that would originate with the Actuary Consultant.

C. Third Party Insurance/Bonding Recommendations

1. Assist the Authority in securing sufficient insurance coverage and limits of liability needed from contractors and subcontractors dealing with the Authority, including:
 - a. The analyzation of the subject matter of the proposed contract and recommend coverages and limits tailored the proposed lease, service, or product to be provided to the Authority (not boiler plate recommendations).
 - b. The duty to provide strategic analysis and make insurance and liability recommendations regarding the Authority's pursuit of contractors through its procurement process, such as through public bidding, requests for proposals, etc.

- c. Provide recommendations for bonding requirements regarding the Authority's pursuit of contractors through its procurement process, such as through public bidding, requests for proposals, etc.

D. Stewardship Report

1. Broker must present annually to key stakeholders on program performance and market outlook. Key stakeholders may include the Chief Finance Officer and/or Executive Leadership team, the Authority's Director Board or Finance Committee.
2. Provide an annual service report to the Authority on or before December 1 of each year during the term of this Agreement. Such report must include:
 - a. A complete list of insurance coverage in force.
 - b. An evaluation of the overall program.
 - c. A summary of prior objectives and achievements.
 - d. A synopsis of financial funding aspects of the program.
 - e. A summary of claims administration and loss prevention services provided.
 - f. Recommendations for modifications.
 - g. A forecast of market conditions and renewal costs.
 - h. A detailed summary of fees and commissions received during the service period.
 - i. Commentary on any other developments or issues with respect to the program or the Authority's business.
2. All reports, calculations, estimates and other documents, data or information prepared by the selected Offeror pursuant to the Scope of Services shall remain the property of the Authority and Company shall not have the right to use, duplicate or disclose such data or materials, in whole or in part, in any manner and for any purpose whatsoever, without the prior written approval of the Authority. All information is subject to Right-to-Know law as described in Section I-20.

Note: The Philadelphia Parking Authority appoints outside counsel as necessary, all potential insurers must be made aware of the Authority's control over the selection of counsel in all matters. Insurers should be made aware that in all matters requiring attorney representation, the Authority alone will select and direct legal activities, with the understanding that the insurer may have input as to resolution and strategy.

E. Renewal Governance and Approval Process

1. The Broker must provide a comprehensive Renewal Strategy Memorandum to the Authority no later than one hundred twenty (120) days prior to the expiration of any insurance policy.
2. Following the submission of the Renewal Strategy Memorandum, the Broker must conduct a Renewal Strategy Meeting with the Chief Financial Officer ("CFO") and designated Authority staff to review recommendations, discuss risk tolerance and coverage structure, and obtain direction prior to initiating marketing efforts. No market submissions shall be made without prior direction from the CFO.
3. All proposed renewals, coverage placements, material coverage changes, premium adjustments, or carrier changes must be submitted to the CFO for review and written approval no less than thirty (30) days prior to the policy expiration date.
4. All proposed renewals, carrier selections, material changes in coverage, and premium adjustments must be submitted to the CFO for review and written approval no less than thirty (30) days prior to policy expiration. No renewal will proceed to the Finance Committee or Board of Directors without prior written approval of the CFO.

5. Broker must present annually to the Authority's Board or Finance Committee on program performance and market outlook.

PART V

CONTRACT TERMS AND CONDITIONS

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

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

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

V-2. Contract Term. The term of the contract shall commence upon award of a contract by the Authority's Board at a public meeting and execution of a contract by the Executive Director and will end one year thereafter, unless it is terminated earlier pursuant to the terms of the contract. The term of the contract may be extended by and at the sole option of the Authority for up to 4 (four) additional 1 (one) year terms.

Appendix A
Proposal Form

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

INSURANCE BROKER AND RISK MANAGEMENT SERVICES

RFP No. 26-08

PROPOSAL FORM

1. The undersigned submits this proposal in response to the above referenced **RFP No. 26-08 Insurance Broker and Risk Management Services** being familiar with and understanding the advertised notice of opportunity, General Information, Work Statement, Proposal Form, Affidavit of Non-Collusion, and Addenda if any (the “Proposal Documents”), as prepared by the Philadelphia Parking Authority and posted on the Authority’s Internet website and on file in the office of the Authority at 701 Market Street, Suite 5400, Philadelphia, PA 19106. The party submitting a proposal is the “Offeror”.
2. The Authority reserves the right to withdraw and cancel this RFP prior to opening or to reject any and all proposals after proposals are opened if in the best interest of the Authority, in the Authority’s sole discretion. If the Authority accepts Offeror’s offer, Offeror agrees to execute a contract memorializing the proposal’s terms if the contract is delivered to Offeror within 60 days of the proposal opening date. This provision will not be interpreted to preclude the execution of a contract related to this proposal outside of that 60-day period.
3. Offeror acknowledges receipt of the following addenda:

Addendum	Date
_____	_____
_____	_____
_____	_____

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

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

Signature

Name
(Please Print)

Title

6. **Insurance Requirements:** The undersigned Offeror agrees to the insurance requirements as specified in Appendix C, *Insurance Requirements* and any Addenda, if issued. The Offeror further agrees to provide a final Certificate of Insurance (COI) in compliance with the insurance requirements no later than five (5) calendar days after notification of award.

Signature

Name
(Please Print)

Title

Date

7. Offeror Signatures: Complete one section below.

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

Signature

Typed or Printed Name

Title

Business Name of Offeror

Street Address

City/State/ZIP Code

Email Address

Telephone Number

Signature

Typed or Printed Name

Title

Date

If 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

Type of Entity

Business Name of Offeror

Street Address

City/State/ ZIP Code

Telephone Number

8. Affidavit of Non-Collusion:

State of: _____
County of: _____

RFP No. _____

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

I state that:

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

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

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

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

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

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

SWORN TO AND SUBSCRIBED
BEFORE ME THIS ____ DAY
OF 20__

Signature

Printed Name

Notary Public
My Commission Expires: _____

9. **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: _____

10. Qualifications:

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

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

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

i.....

ii.....

iii.....

d. **Philadelphia Commercial Activities License Number:** _____

e. **Federal EIN Number:** _____

Philadelphia Parking Authority

SMALL AND SMALL DIVERSE BUSINESS PARTICIPATION SUBMITTAL (Copy as needed)

RFP Name and Number: _____

Offeror/Subcontractor: _____

Contact Name: _____ Email: _____

OFFEROR INFORMATION:

Does the Offeror/subcontractor hold a Small Business Procurement Initiative certificate issued by the Pennsylvania Department of General Services? Yes No (MUST check one)

If yes, please identify each category that applies to your business:

1. _____.
2. _____.
3. _____.
4. _____.
5. _____.

If this form is being completed for a subcontractor, please indicate the percentage and dollar amount of the contract the subcontractor will receive if Offeror is awarded the contract.

\$ _____ %

The Offeror will need to attach a copy of the their SBPI certificate and the subcontractor's SBPI certificate, if applicable. Offeror and/or subcontractor will be required to maintain their status as a certified Small and Small Diverse Business throughout the entire term of the contract.

This form must be completed and submitted with your proposal. If you do not participate in the Small Business Procurement Initiative, please check the box for "No" and submit with your proposal.

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



Proposal Decline Form: RFP No. 26-08 Insurance Broker and Risk Management Services

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

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

Name: _____

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

Comments:

Upon completion of this form, please email the form to Shannon Stewart, Manager of Contract Administration, at sstewart@philapark.org. A link to the electronic version of this form can be found on our website or by clicking this link, <https://ppa-forms-pro.powerappsportals.com/decline-submission/?uid=a0f828c6-cd43-4cc8-b3f9-89a0f03de84d>.

Appendix B
Sample Contract

**CONTRACT FOR
INSURANCE BROKERAGE AND
RISK MANAGEMENT SERVICES**

Contract No. K-26-0011

This Contract for Insurance Broker and Risk Management Services (“Contract”) is entered into this ____ day of _____, 2026 by and between **The Philadelphia Parking Authority**, an agency of the Commonwealth of Pennsylvania and a body corporate and politic, with its principal address at 701 Market Street, Suite 5400, Philadelphia, PA 19106 (“**Authority**”) and _____ with a principal place of business at _____ (“**Contractor**”).

RECITALS

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

WHEREAS, the Authority desires to engage a professional insurance brokerage firm to provide insurance brokerage and risk management services to the Authority;

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

WHEREAS, the Authority prepared and issued a public Request for Proposals “No. 26-08” (“RFP”) on _____, 2026. The RFP is attached hereto as Exhibit “B” and incorporated by reference;

WHEREAS, Contractor submitted a conforming proposal to the RFP on _____ 2026 (“Proposal”); The Proposal is attached hereto as Exhibit “C” and incorporated by reference;

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

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

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

a) “Effective Date” is the date the Contract has been awarded by the Authority’s Board, executed by the Contractor, and then executed by the Authority. The Authority’s Executive Director will note the Effective Date on the signature page of the Contract.

b) “Notice to Proceed” means a written notice sent to the Contractor stating that the Contract has been fully executed and that the Contractor may commence performance of the insurance brokerage and risk management services. The primary point of contact for the Contractor will be the Authority’s Director of Risk Management, Alanna D. Buchanan.

c) “Work Statement” is defined and described in part IV of the RFP.

2. Services. Contractor will provide insurance brokerage and risk management services to the Authority in accordance with the Work Statement provided in Part IV of the RFP and Tab __ of the Proposal (“Services”), which includes the following:

a) Stewardship Report. Contractor must present annually to key Authority stakeholders on program performance and market outlook. Key stakeholders may include the Chief Finance Officer and/or Executive Leadership team, the Executive Director Board, or Finance Committee.

b) Renewal Governance and Approval Process:

1. Contractor must provide a comprehensive Renewal Strategy Memorandum to the Authority no later than one hundred twenty (120) days prior to the expiration of any insurance policy.

2. Following the submission of the Renewal Strategy Memorandum, Contractor must conduct a Renewal Strategy Meeting with the Chief Financial Officer (“CFO”) and designated Authority staff to review recommendations, discuss risk tolerance and coverage structure, and obtain direction prior to initiating marketing efforts. No market submissions may be made without prior direction from the CFO.

3. All proposed renewals, coverage placements, material coverage changes, premium adjustments, or carrier changes must be submitted to the CFO for review and written approval no less than thirty (30) days prior to the policy expiration date.

4. All proposed renewals, carrier selections, material changes in coverage, and premium adjustments must be submitted to the CFO for review and written approval no less than thirty (30) days prior to policy expiration. No renewal will proceed to the Finance Committee or Board of Directors without prior written approval of the CFO.

5. Broker must present annually to the Authority’s Board or Finance Committee on program performance and market outlook.

3. Term of Contract.

a) The term of this Contract will commence on the Effective Date and will end one (1) year thereafter, with four (4) one-year options to renew at the sole discretion of the Authority, subject to the other provisions of this Contract. The Authority will provide 30 days of notice of its decision to renew this Contract. In the event Contractor is in the process of providing Services that will extend beyond any term of this Contract, the Authority may: 1) renew this Contract if renewal options are available; 2) transfer the completion of Services to another firm at or about the time of expiration of the term or 3) extend this Contract with Contractor only for the matter then being provided. The Authority may terminate this Contract at any time in its sole discretion as provided in Section 15 of this Contract..

b) Except as otherwise specifically provided for herein, the Authority will not be liable to pay Contractor for any Services or work performed or expenses incurred before the Effective Date of this Contract and before the Authority has delivered a Notice to Proceed.

4. Compensation. The Authority will pay Contractor a fixed fee (“Fixed Fee”) for the Services provided pursuant to the following fee schedule identified in the Proposal:

TERM	Price Per Term
First Term (ending _____)	
Second Term (ending _____)	
Third Term (ending _____)	
Fourth Term (ending _____)	
Fifth Term (ending _____)	

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

5. Notice of Claim.

a) Contractor must electronically notify the Authority’s Director of Risk Management and the Authority’s Office of General Counsel within seventy-two (72) hours of its receipt of a Notice of Claim submitted by the Authority and provide the name of the insurance carrier that will handle the claim.

b) Contractor must keep the Authority’s Director of Risk Management and the Authority’s Office of General Counsel reasonably informed as to the status of any Notice of Claim submitted by the Authority to the Contractor.

c) Timely performance is a primary consideration in this Contract, and, therefore, time is expressly made of the essence with respect to any Notice of Claim submitted by the Authority to the Contractor.

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

7. Consultation. Contractor must consult with and keep the Authority’s Director of Risk Management fully informed as to any matters covered by this Contract. Contractor will not make any offer, proposal, or compromise without the written consent of the Authority’s Executive Director.

8. Standards of Service.

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

b) Key Personnel. Contractor must identify all key personnel employees who will be providing Services to the Authority and provide a description of those Services. Contractor will provide prompt written notice of any change in key personnel status, including replacement or alteration of Services provided, not less than five (5) business days prior to the proposed change. The Authority, in

its sole reasonable discretion, may require Contractor to remove any key personnel employee from providing Services to the Authority. In such cases, the Authority will provide written notice of its decision to remove the key personnel employees and provide the time period during which the identified key personnel employee must be removed.

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

9. Ownership Rights. All documents, data, and records produced by the Contractor and any experts in carrying out the obligations and Services hereunder, without limitation and whether preliminary or final, are and will become and remain the property of the Authority.

10. Modification or Changes. Changes regarding the funding of this Contract or a change in Contract length may be accomplished only by approval of the Authority's Board and must be in writing and signed by the Authority and the Contractor. All other changes to Contract terms, including changes in the scope of work, must be incorporated into a formal written amendment to this Contract, signed by both parties, and executed in the same manner as this original Contract and in accordance with applicable Pennsylvania law.

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

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

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

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

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

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

b) Termination for Cause. The Authority has the right to terminate this Contract for Contractor default upon written notice to the Contractor. The Authority also has the right, upon written notice to the Contractor, to terminate the Contract for other cause as specified in this Contract or by law. If it is later determined that the Authority erred in terminating the Contract for cause, then at the Authority's discretion, the Contract will be deemed to have been terminated for convenience under Subparagraph 15.a. of this Contract.

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

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

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

19. Indemnity. Contractor is 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 Services pursuant to this Contract or while present on the Authority's premises, and for breach of this Contract regarding the use or nondisclosure

of proprietary and confidential information where it is determined that Contractor is responsible for any use of such information not permitted by this Contract. This indemnification obligation may 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.

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

21. Notices.

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

The Philadelphia Parking Authority
Attn: Dennis Weldon, General Counsel
701 Market Street, Suite 5400
Philadelphia, PA 19106

with a copy to:

The Philadelphia Parking Authority
Attn: Rich Lazer, Executive Director
701 Market Street, Suite 5400
Philadelphia, PA 19106

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

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

23. General Provisions.

a) Right to Know Law Provisions.

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

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

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

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

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

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

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

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

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

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

ii) Contractor further agrees that it will indemnify and hold the Authority harmless for any damages, penalties, costs, detriment or harm that the Authority may incur as a result of the

Contractor's failure to releases Requested Information, including any statutory damages or order to pay any party's attorney's fees.

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

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

b) Maintenance of Records. Regardless of the impact of the Right-to-Know Law, Contractor must maintain all data, records, memoranda, statements of Services rendered, 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 Contract. Such information must be maintained in a secure and professionally reasonable manner. Thereafter, Contractor must contact the Authority before disposing of any such materials and the Authority may direct that some or all of such materials be delivered to the Authority.

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

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

e) Non exclusivity. Contractor acknowledges that this Contract is not an exclusive contract and that the Authority may enter into contracts with other vendors for similar services that are subject to this Contract or the Authority may have its own employees perform services similar to those Services contemplated by this Contract.

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

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

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

i) Taxes.

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

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

j. Waiver. Contractor agrees that the Authority's waiver of any breach or violation of any provision of this Contract or the omission by the Authority at any time to enforce any default or right reserved to it will not be deemed to be a waiver of any other provision or a waiver of any subsequent breach or violation of the same or any other provision. The Authority's acceptance of the performance of any of Contractor's Services will not be a waiver of any provision of this Contract. All remedies provided for in this Contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules, and regulations. The exercise of any remedy will not preclude or in any way be deemed to waive any other remedy. Nothing in this Contract will constitute a waiver or limitation of any rights that the Authority may have under applicable law.

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

l. Prior Contracts. This Contract supersedes and replaces any and all previous agreements between the Parties concerning insurance brokerage and risk management services beginning on the Effective Date.

m. Separation Clause. If any provision of this Contract, or the application of any provision to any person or circumstances, is held invalid or unenforceable, the remainder of this Contract and the application of such provision(s) to other persons or circumstances will remain valid and enforceable.

SIGNATURE PAGE TO FOLLOW

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

The Philadelphia Parking Authority

Attest: _____

Print Name: _____

Print Title: _____

By: _____

Rich Lazer
Executive Director

Effective Date: _____

APPROVED AS TO FORM

By: *Michael Casey*
Office of General Counsel

Contractor

Witness: _____

Print Name: _____

Print Title: _____

By: _____

Print Name: _____

Print Title: _____

EXHIBIT "A"
Philadelphia Parking Authority
CONTRACTOR INTEGRITY PROVISIONS

1. Definitions.

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

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

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

d. **Contractor Related Parties** means any affiliates of 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 of 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”
Contractor’s Proposal**

Appendix C

Insurance Requirements

THE PHILADELPHIA PARKING AUTHORITY
RFP NO. 26-08 INSURANCE BROKER AND RISK MANAGEMENT SERVICES
APPENDIX C - INSURANCE REQUIREMENTS

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

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

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

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

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

- a) Occurrence Form with the following limits:

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

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

- c) Owner must be named as additional insured as shown in requirement #9.

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: \$500,000

- c) Owner must be named as additional insured as shown in requirement #9.

4. Excess/Umbrella Liability Insurance: with a minimum acceptable limit of coverage of \$1,000,000 per occurrence and \$2,000,000 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 #9.

5. Professional (E&O) Liability Insurance with minimum acceptable limits of \$1,000,000 per claim and \$2,000,000 aggregate. Claims-made is acceptable, but if coverage is canceled, non-renewed or discontinued, Contractor must purchase Extended Reporting Coverage for the applicable statute of repose. If the controlling legal jurisdiction does not have any applicable statute of repose, the Extended

THE PHILADELPHIA PARKING AUTHORITY
RFP NO. 26-08 INSURANCE BROKER AND RISK MANAGEMENT SERVICES
APPENDIX C - INSURANCE REQUIREMENTS

Reporting Coverage shall be maintained for the period of the applicable statute of limitations or for a period of seven (7) years, whichever duration is longest.

6. Cyber Liability Insurance with minimum acceptable limits of \$1,000,000 per claim. If **Company** is providing services that provide or include direct access to Client's information technology systems or holding sensitive information Client, then the above Technology Errors & Omissions insurance shall also include: Network Security/Privacy and Privacy Notification Costs (Cyber) Insurance: Coverage for loss, disclosure and theft of data in any form; media and content rights infringement and liability, including but not limited to, software, copyright infringement; network security failure, including but not limited to, denial of service attacks and transmission of malicious code. Coverage shall include data breach regulatory fines and penalties, the cost of notifying individuals of a security breach, the cost of credit monitoring services and any other causally-related crisis management expense for up to one (1) year. Coverage shall contain severability for the insured organization for any intentional act exclusions.
7. Deductibles or Self-Insured Retention's: **Company** is responsible to pay any and all deductibles and/or self-insured retentions that may apply to the required insurance.
8. Financial Rating of Insurance Companies:
 - a) A.M. Best Rating: A – (Excellent) or Higher
 - b) A.M. Best Financial Size Category: Class VII or Higher
9. The Philadelphia Parking Authority, its agents, employees, representatives, officers and directors individually and collectively, shall be added as ADDITIONAL INSUREDS on the policies as noted above. **Company's** coverage shall be primary and non-contributory to any other coverage available to Philadelphia Parking Authority, including, without limitation, coverage maintained by Philadelphia Parking Authority wherein Philadelphia Parking Authority is named insured, and that no act of omission shall invalidate the coverage.

It is agreed that **Company's** insurance will not be cancelled, materially changed or non-renewed without at least thirty (30) days written notice to The Philadelphia Parking Authority, 701 Market Street, Suite 5400, Philadelphia, PA 19106, by Certified Mail-Return Receipt Requested.
10. Waiver of Rights of Recovery and Waiver of Rights of Subrogation:
 - a) **Company** waives all rights of recovery against The Philadelphia Parking Authority and all additional Insureds for loss or damage covered by any of the insurance maintained by **Company** pursuant to this Contract.
 - b) **Company** and its respective insurance carriers hereby waive all rights of subrogation against The Philadelphia Parking Authority and all additional insureds for loss or damage covered by any of the insurance maintained by **Company** pursuant to this contract.
 - c) If any of the policies of insurance required under this Contract require an endorsement to provide for the waiver of subrogation set forth in b, above, then the named insured's of such policies will cause them to be endorsed.
11. The amount of insurance provided in the aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of the **Company**.
12. Any type of insurance or any increase in limits of liability not described above which the Authority requires for its own protection or on account of statute shall be its own responsibility

THE PHILADELPHIA PARKING AUTHORITY
RFP NO. 26-08 INSURANCE BROKER AND RISK MANAGEMENT SERVICES
APPENDIX C - INSURANCE REQUIREMENTS

and at its own expense.

13. The carrying of insurance shall in no way be interpreted as relieving **Company** of any responsibility or liability under the contract.
14. Prior to the commencement of work or use of premises, **Company** shall file Certificates of Insurance with The Philadelphia Parking Authority, which shall be subject to The Philadelphia Parking Authority's approval of adequacy of protection and the satisfactory character of the insurer. The Certificates of Insurance should be transmitted within five days of receipt of these insurance requirements to The Philadelphia Parking Authority regardless of when your work will start. Project description, RFP/Bid Number or Job Number must be shown on the Certificate of Insurance.

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

15. Failure of **Company** to obtain and maintain the required insurance shall constitute a breach of contract and **Company** will be liable to the Philadelphia Parking Authority for any and all cost, liabilities, damages, and penalties (including attorney's fees, court, and settlement expenses) resulting from such breach, unless the Philadelphia Parking Authority provides **Company** with a written waiver of the specific insurance requirement.
16. None of the requirements contained herein as to the types, limits, or PPA's approval of insurance coverage to be maintained by **Company** are intended to and shall not in any manner, limit, qualify, or quantify the liabilities and obligations assumed by **Company** under the Contract Documents, any other agreement with the PPA, or otherwise provided by law.
17. If work involves subcontractors, **Company** shall require all subcontractors (of every tier) to meet the same insurance criteria as required of **Company**. The subcontractor's insurance must name the PPA as additional insured. **Company** shall maintain each subcontract's certificate of insurance on file and provide such information to the PPA for review upon request.
18. Failure of **Company** to provide insurance as herein required or failure of PPA to require evidence of insurance or to notify **Company** of any breach by **Company** of the requirements of this Section shall not be deemed to be a waiver of any of the terms of the Contract Documents, nor shall they be deemed to be a waiver of the obligation of **Company** to defend, indemnify, and hold harmless the indemnified parties as required herein. The obligation to procure and maintain any insurance required is a separate responsibility of **Company** and independent of the duty to furnish a copy or certificate of such insurance policies.