REQUEST FOR PROPOSALS FOR

Preventative Maintenance, Repairs, Replacements and Emergency Services for Generators

RFP No. 26-20

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The RFP document and other important documents and information related to this RFP can be found on the Authority's website using this link: https://philapark.org/bids-solicitations/

PART I

GENERAL INFORMATION TO OFFERORS

SUMMARY	
When:	Proposals must be submitted by **Thursday, January 7, 2027 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: **Mandatory Pre-Proposal Meeting**	Proposals must be delivered to Shannon Stewart, Manager of Contract Administration, 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 **Thursday, January 7,2027 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. 26-20 Preventative Maintenance, Repairs, Replacements and Emergency Services for Generators**". All proposals must be presented with **one (1) original and five (5) copies**, individually numbered, and an electronic version consisting of one PDF file via USB drive. Please do not password protect the USB drive or file. A mandatory in-person Pre-Proposal Meeting will be held on **Wednesday, December 2, 2026 at 11:00 AM** at the offices of the Authority's Airport Operations Building located at 1 Main Toll Plaza, Philadelphia International Airport, Philadelphia, PA 19153. A mandatory site visit will take place immediately following the Pre-Proposal Meeting. **The Pre-Proposal Meeting and site visit will take approximately 90 minutes to complete, please allow adequate time to attend the pre-proposal meeting and site visit. Offerors must attend the pre-proposal and site visit in order to be considered an eligible Offeror.** **Prospective Offerors who are having trouble locating the Authority's Airport Operations Building should contact Shannon Stewart for assistance at 215.837.9025.** Please complete the Offeror Registration Form to complete your registration for this solicitation.

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 qualified Offerors for the inspection, preventive maintenance, testing, troubleshooting, repair and emergency services for emergency standby generators and associated equipment at facilities owned, operated, or maintained by the Authority under a one (1) year contract. The term of the contract may be extended by and at the sole option of the Authority for up to 4 (four) additional 1 (one) year terms.

The Contractor must furnish all labor, supervision, tools, equipment, materials, parts, transportation, and expertise necessary to perform preventative maintenance, repair, and emergency services on all generators at Authority locations.

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

I-2. Mission Statement.

The mission of the Philadelphia Parking Authority is to contribute to the economic vitality of Philadelphia and the surrounding region by effectively managing and providing convenient parking on the street, at the airport, and in garages and lots; effectively administering automated speed and red-light camera systems; regulating taxicabs, limousines and transportation network companies; and other transportation-related activities.

A number of customer-focused actions flow from the PPA mission:

- Improving cooperation and planning with PPA stakeholders, including state and local transportation partners,
- Implementing cutting-edge technology to improve the customer experience and enhance overall management and agency efficiency,
- Emphasizing employee training on industry best practices,
- Maximizing transparency in hiring and procurement,
- Implementing on-street parking management policies that address neighborhood needs throughout the City,
- Encouraging reasonably priced off-street parking through rate setting policies at seven PPA Center City facilities,
- Maintaining and improving neighborhood parking lots to address both residential and commercial demand,
- Providing leadership in partnering with private and public hospitality and tourism entities to enhance the visitor experience,
- Applying the latest technology for a superior customer experience at the parking facilities at Philadelphia International Airport in support of this important regional economic engine,
- Encouraging safe, clean, reliable taxicab, limousine and transportation network company service through sound regulations and consistent enforcement,
- Improving vehicle and pedestrian safety in targeted intersections through automated speeding and red-light enforcement,
- Applying latest technology and continuing staff development to provide the highest quality public service with maximum efficiency.

I-3. Procurement Questions.

Eligible Offerors are encouraged to submit questions concerning the RFP in writing after the Pre-Proposal meeting and no later than **Thursday, December 17, 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=55858fee-e653-4bb8-b960-599371a649f8
(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, https://philapark.org/bids-solicitations/. 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=55858fee-e653-4bb8-b960-599371a649f8

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, https://philapark.org/bids-solicitations/. 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, Manager of Contract Administration 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, Manager of Contract Administration. 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, Manager of Contract Administration, 701 Market Street, Suite 5400, Philadelphia, PA 19106, by **Thursday, January 7, 2027 no later than 1:00 PM**.

Packages must be delivered and received by Shannon Stewart, Manager of Contract Administration, 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. 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 lines or 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 or want to request any revisions to the language, 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 F)** 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. 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-14. 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, Manager of Contract Administration, 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-15. Unacceptable Proposals.

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

I-16. Subcontracting

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

I-17. Notification of Offeror Selection.

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

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

I-18. Standard Practices.

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

I-19. Document Disclosure.

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

I-20. Statement of No Proposal.

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

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

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=55858fee-e653-4bb8-b960-599371a649f8

I-21. Shipping and Delivery.

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

I-22. Prevailing Wages.

Current prevailing wages and benefits for the industry and trade will be paid at all times for any repairs and new installations where the estimated total cost exceeds $25,000.

The Authority will attach the Prevailing Wage rates to the task order when the work exceeds $25,000.

PART II

INFORMATION REQUIRED FROM OFFERORS

II-1. Proposal Format.

All proposals submitted must conform to the following format requirements. **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, Licenses and Experience
Tab C – Proposal Form
Tab D – Evidence of Insurance
Tab E – Technical Response
Tab F – Proposed Amendments to Contract
Tab G – Disclosure of Legal Actions
Tab H – Authorization to do business
Tab I – Preventative Maintenance Checklist Sample

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

II-2. Transmittal Letter (Tab A).

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

Offerors must identify a staff member and a qualified substitute to represent the company for the entire term of contract.

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

Offerors must have a minimum of **number (5) years'** experience in maintenance and repair services for generators as described in the Work Statement.

Provide any licenses and certifications required by local and state laws to perform the services described in the Work Statement. All certifications and licenses must remain current during the term of the contract

Offerors must provide evidence satisfactory to the Authority that they are fully competent to provide the goods and services as identified in the Work Statement.

II-4. Proposal Form (Tab C).

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

II-5. Insurance Requirements (Tab D).

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 lines or 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 or want to request any revisions to the language, 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-6. Technical Response (Tab E).

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

Offerors must identify the length of warranty for materials and workmanship on all repair work and replacement parts installed according to manufacturer's specifications and warranties.

Offerors may propose supplemental maintenance tasks beyond the minimum requirements where such tasks are consistent with manufacturer specifications or recognized industry standards.

II-7. Proposed Amendments to Contract (Tab F).

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-8. Disclosure of Legal Actions (Tab G).

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-9. Authorization to do business (Tab H).

All proposals must be submitted in the exact name of the person (organization) that will contract with the Authority upon contract award ("Contracting Party").

The proposal must include the Contracting Party's **Federal Employee Identification Number** (EIN).

The proposal must include confirmation that the Contracting Party is licensed to do business in the Commonwealth of Pennsylvania and provide the **Entity Number** issued by the Pennsylvania Secretary of State to the Contracting Party upon registration.

The proposal must include confirmation that the Contracting Party is licensed to do business in the City of Philadelphia and provide the **Commercial Activity License Number** issued by the Philadelphia Department of Licenses and Inspections to the Contracting Party upon registration. 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.

II-10. Preventative Maintenance Checklist Sample (Tab I).

Offerors must submit a sample Preventative Maintenance Checklist with their proposal.

PART III

CRITERIA FOR SELECTION

III-1. Mandatory Responsiveness Requirements. To be eligible for selection, a proposal must be (a) submitted by an Offeror who was represented at the mandatory pre-proposal meeting and site visit; (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: 40%**

c. The quality and approach of the Offeror's proposal to meet the requirements of the Work Statement, technical response, reference feedback and past performance. **Weight: 15%**

d. Proposed costs and changes to the proposed contract although the Authority is not bound to select the Offeror who proposes the lowest fees. **Weight: 30%**

e. Small and Small Diverse Business participation. **Weight: 10%**

PART IV

WORK STATEMENT

IV-1. General.

The Authority is seeking proposals from qualified Offerors for the inspection, preventive maintenance, testing, troubleshooting, repair and emergency services for emergency standby generators and associated equipment at facilities owned, operated, or maintained by the Authority under a one (1) year contract. The term of the contract may be extended by and at the sole option of the Authority for up to 4 (four) additional 1 (one) year terms.

The Contractor must furnish all labor, supervision, tools, equipment, materials, parts, transportation, and expertise necessary to perform preventative maintenance, repair, and emergency services on all generators at Authority locations.

IV-2. Specific.

Services include but are not limited to:

- Preventive maintenance and scheduled service.
- Generator inspections and operational testing.
- Troubleshooting and diagnostics.
- Emergency and after-hours repairs.
- Engine repairs.
- Electrical repairs.
- Fuel-system inspection and repair.
- Cooling-system inspection and repair.
- Starting and charging-system repair.
- Battery testing and replacement.
- Generator control-panel diagnostics and repair.
- Automatic Transfer Switch (“ATS”) inspection, testing, adjustment, and repair.
- Load-bank testing when authorized by the Authority.
- Replacement of defective components.
- Fluid and filter replacement.
- Fuel sampling and fuel-quality evaluation when requested by the Authority.
- Correction of leaks and abnormal operating conditions.
- Manufacturer-recommended maintenance.
- Generator startup, shutdown, and operational verification following repairs.

A. Facilities and Equipment

Services will be required at Authority facilities throughout Philadelphia.

Garage Name	Address	Stories	Number of Spaces	Generator	Operation	Run Time	Gallons
Independence Mall	41 N 6th Street	3 - Below Ground	612	450kw	Full	24-36 hours	125
Fashion District	9th & Filbert	8	850	100kw	Partial	24 hours	135
Olde City	125 South 2nd Street	6	615	50kw	Partial	36 hours	125
Jefferson	14-18 S 10th Street	5	450	600kw	Full	48-56 hours	125
Parkade on 8th Street	801 Filbert Street	6	1,222	250kw	Partial	48-56 hours	800
PHL Economy Lot 1	4400 Island Ave	Street Level	4,200	50 kw	Partial	24-36 hours	100
PHL Economy Lot 2	4400 Island Ave	Street Level	4,200	60kw	Partial	24-36 hours	135
Main Toll Plaza	Industrial Hwy	Street Level	N/A	400kw	Full	24-36 hours	135
A/B Garages	Industrial Hwy	Street Level	3,816	40kw	Partial	18-24 hours	100
E/F Garages	Industrial Hwy	Street Level	3,113	60kw	Partial	24-36 hours	125

Please note: The Authority may add, remove, replace, or relocate equipment during the contract term. The Contractor must be capable of servicing generators from multiple manufacturers and of varying sizes, fuel types, configurations, and capacities.

B. Preventative Maintenance Requirements

Preventative maintenance must be performed every six months (semi-annually) for each generator at each location. Each scheduled maintenance visit must include, at a minimum, the following:

1. **General Inspection and Fluid Checks**
   - **a.** Inspect the overall condition of the generator and associated equipment.
   - **b.** Check engine oil level and condition.
   - **c.** Change engine oil and filters every 250 operating hours or annually, whichever occurs first.
   - **d.** Inspect and replace fuel filters as required.
   - **e.** Inspect air filters and replace them when necessary or by manufacturer's specifications.
   - **f.** Check coolant level, condition, concentration, and freeze protection.
   - **g.** Inspect cooling system hoses, connections, belt, radiator and water pump.
   - **h.** Drain water and sediment from fuel tanks and filters.
   - **i.** Check fuel tanks, fuel lines, pumps, air cleaners, piping, hoses, fittings, clamps, and restriction indicators for wear, damage, or obstruction.
   - **j.** Verify fuel levels and record findings.
   - **k.** Inspect generator batteries, terminals, cables, and connections.
   - **l.** Verify proper voltage of batteries.
2. **Operational Testing**
   - **a.** Test and run each generator under load for a minimum of thirty minutes.
   - **b.** Observe and record the automatic start delay and transfer time.
   - **c.** Inspect exhaust smoke during operation for irregularities.
   - **d.** Inspect exhaust system, piping, supports, installation, and connections.
   - **e.** Read and record all gauges and meters during operation.
   - **f.** Check for water, lubricant and fuel leaks while the generator is running.
3. **Component Servicing and Corrective Actions**
   - **a.** Check engine block water heaters and related equipment for proper function.
   - **b.** Drain exhaust condensate traps.
   - **c.** Inspect for corrosion and correct any corrosion discovered.
   - **d.** Clean radiator air passages and exhaust air ducts.
   - **e.** Inspect charging system.
   - **f.** Inspect generator control panel for alarms, fault codes, and abnormal conditions.
   - **g.** Verify gauges, indicators, meters, annunciators, and shutdown devices.
   - **h.** Inspect wiring, terminals, breakers, connections, and electrical components.
   - **i.** Inspect engine block heater and related equipment.
   - **j.** Inspect vibration isolators and mounting hardware.
   - **k.** Inspect generator enclosure, louvers, ventilation, and weatherproofing.

l. Verify generator starting and transfer functions where operational conditions permit.

m. Record engine operating parameters.

NOTE: The Contractor must perform any additional maintenance procedures recommended by the applicable manufacturer's operations and maintenance manuals. Offerors may propose supplemental maintenance tasks beyond the minimum requirements where such tasks are consistent with manufacturer specifications or recognized industry standards in Tab E of their proposal.

C. Automatic Transfer Switch Services

The Contractor must inspect, troubleshoot, test, maintain, and repair Automatic Transfer Switches associated with the Authority's emergency generator systems.

Services may include, but are not limited to:

a. Visual and mechanical inspection.

b. Inspection of electrical connections.

c. Verification of control voltage.

d. Inspection of contacts and switching mechanisms.

e. Cleaning of ATS components.

f. Inspection for overheating, arcing, corrosion, or deterioration.

g. Verification of normal and emergency source sensing.

h. Testing of transfer and retransfer operations.

i. Verification of programmed time delays.

j. Inspection of exerciser settings.

k. Troubleshooting alarms and fault conditions.

l. Adjustment or replacement of defective components.

m. Operational testing following repair.

Testing that requires interruption of normal electrical service can not be performed without prior authorization from the Authority.

D. Load Bank Testing

When requested by the Authority, the Contractor will perform load-bank testing of designated generators.

Unless otherwise specified, testing must be performed in accordance with manufacturer recommendations and applicable industry standards.

The Contractor must provide all load-bank equipment, cables, connectors, supervision, technicians, and testing instruments necessary to perform the test.

A written report must be submitted following each load-bank test and must include, at minimum:

a. Generator identification.

b. Facility location.

c. Date of test.

d. Technician performing the test.

e. Test duration.

f. Percentage of rated load applied.

g. Voltage readings.

h. Current readings.

i. Frequency.

j. Engine temperature.

k. Oil pressure.

l. Battery/charging-system readings.

m. Observed alarms or abnormal conditions.

n. Deficiencies identified.

o. Recommended corrective actions.

p. Final pass/fail or operational assessment.

E. Repair Services

The Contractor will provide repair services to correct any deficiencies identified during preventative maintenance visits or otherwise reported by the Authority.

Upon arrival, the Contractor will diagnose the reported condition and determine the cause of failure. The Contractor must perform repairs authorized by the Authority and restore the equipment to normal operation whenever reasonably possible.

Repair services must include, at a minimum, the following:

1. Diagnosis of malfunctions, failures, or performance deficiencies.

2. Furnish and install replacement parts and components.

3. Restoration of each generator to fully operational and compliant condition.

4. Documentation of all repairs performed, including parts replaced.

5. At the Authority's discretion, the Contractor may be required to provide additional services. The Authority will issue a task order for any additional services or major repairs, using the Authority's Standard Task Order Form ("Task Order"), and the Contractor will complete the Task Order by submitting a quote for the scope indicated on the Task Order. The Authority must approve the Task Order prior to the start of work.

6. When necessary, the Contractor must provide temporary emergency generator rental services, including delivery, installation, connection, fueling, operation, disconnection, and removal, as well as all labor, equipment, materials, and other services necessary to provide temporary emergency back-up power.

F. Response Times

The Contractor must provide standard and emergency response services to address generator failures, malfunctions, or other urgent conditions that compromise the operational readiness of the generators. Contractor's availability must accommodate the Authority's operational schedule and minimize disruption to daily operations.

1. Standard Repairs

Contractor must respond within forty-eight (48) hours of notification by emailing the Authority's project manager and arrive onsite within the agreed timeframe with the Authority's designated project manager.

2. Emergency Repairs

The Contractor must acknowledge the Authority's request for emergency service via telephone or email within four (4) hours of receiving the request and must arrive on-site no later than (4) hours after acknowledging the request.

The Contractor must provide emergency response including nights, weekends, and holidays as required.

G. Replacement Services

The Contractor will be responsible for the installation and replacement of generators that cannot be repaired or nearing end of life expectancy. The Authority will issue a task order and must approve the replacement prior to the start of work.

H. Task Orders: Task orders will be issued for any new installations or replacements. All task order responses must be submitted to the Authority for approval utilizing the Authority's Standard Task Order Form. The cost established in the task order will be a maximum project cost which in no event will be exceeded unless agreed to by the Authority prior to incurring extra costs and duly approved in writing by the Authority's Project Manager. Verbal or written directions to commence by anyone in any form other than the Authority's fully executed Task Order document will not be accepted by the Project Manager nor is it binding upon the Authority.

I. Regulatory Compliance

The Contractor must perform all services in full compliance with applicable regulatory requirements, including:

1. Adhere to all City of Philadelphia air quality code requirements and Environmental Protection Agency ("EPA") requirements.

J. Inspection, Testing, and Documentation

The Contractor must complete a detailed maintenance checklist of all task completed for each generator at each preventative maintenance visit that details all tasks completed.

Documentation must include:

1. Recording all gauge and meter readings taken during operational testing.

2. Documenting fuel levels, fluid levels, and the condition of inspected components.

3. Recording automatic start delay and transfer times observed during load testing.

4. Contractor must complete the Department of Aviation ("DOA") Generator Testing Log for all Philadelphia International Airport generators.

5. Documenting all deficiencies identified during inspection and testing.

6. Timely written reports of any deficiencies and any recommended corrective actions.

Documentation must be emailed to the Authority's Project Manager within 10 business days of work completion.

K. Contractor Responsibilities

The Contractor will be responsible for the following:

1. Providing qualified, trained personnel to perform all services.

2. Furnishing all necessary tools, equipment, materials, and replacement parts.

3. Maintaining accurate records and submitting all required documentation and reports.

4. Coordinate and schedule all preventative maintenance visits with the Authority's project manager.

5. Ensuring that all work meets or exceeds manufacturer specifications and recognized industry standards.

6. Maintaining compliance with all applicable regulatory requirements throughout the term of the contract.
7. Recommending additional maintenance procedures where necessary to preserve the reliability and safe operation of the generators.

L. Warranty

The Contractor must provide warranties that cover both materials and workmanship on all repair work and replacement parts installed according to manufacturer's specifications and warranties. The Authority requires assurance that repaired systems will perform reliably following service.

Any failure resulting from defective workmanship or materials during the warranty period must be corrected by the Contractor at no additional cost to the Authority.

Offerors must identify the length of warranty in **Tab E** of their proposals.

M. Safety

The Contractor must perform all work in accordance with applicable federal, state, and local safety requirements.

The Contractor will be responsible for protecting employees, Authority personnel, the public, property, and equipment during performance of the work.

Required safety practices include, where applicable:

a. Lockout/tagout procedures.

b. Electrical safety procedures.

c. Control of fuel and hazardous materials.

d. Spill prevention and cleanup.

e. Proper ventilation when operating engines.

f. Fire prevention.

g. Safe handling and disposal of batteries, oils, coolant, filters, and other materials.

The Contractor must immediately notify the Authority of unsafe conditions identified while completing Services.

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 F)** 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

PREVENTATIVE MAINTENANCE, REPAIR, REPLACEMENTS AND EMERGENCY SERVICES FOR GENERATORS
RFP No. 26-20

PROPOSAL FORM

1. The undersigned submits this proposal in response to the above referenced "**RFP No. 26-20 Preventative Maintenance, Repair, Replacements and Emergency Services for Generators"** being familiar with and understanding the advertised notice of opportunity, General Information, Work Statement, Proposal Form, Affidavit of Non-Collusion, and Addenda if any (the "Proposal Documents"), as prepared by the Philadelphia Parking Authority and posted on the Authority's Internet website and on file in the office of the Authority at 701 Market Street, Suite 5400, Philadelphia, PA 19106. The party submitting a proposal is the "Offeror".

2. The Authority reserves the right to withdraw and cancel this RFP prior to opening or to reject any and all proposals after proposals are opened if in the best interest of the Authority, in the Authority's sole discretion. If the Authority accepts Offeror's offer, Offeror agrees to execute a contract memorializing the proposal's terms if the contract is delivered to Offeror within 60 days of the proposal opening date. This provision will not be interpreted to preclude the execution of a contract related to this proposal outside of that 60-day period.

3. Offeror acknowledges receipt of the following addenda:

Addendum	Date
_____	_____
_____	_____
_____	_____

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

5. **Cost Form:** Offeror agrees to provide preventative maintenance, repairs, replacements and emergency services for generators for the costs identified below:

A. **Hourly Rates:** Provide hourly rates to perform Services in accordance with the Work Statement.

Hourly Rate	Regular Time: Repairs & Replacements	Premium Time: Emergency Services
Year One	$	$
Year Two	$	$
Year Three	$	$
Year Four	$	$
Year Five	$	$

B. **Preventative Maintenance and Emergency Generator Rental:** List the preventative maintenance and emergency generator daily rental fees for each location.

Total Fixed Fee for preventative maintenance at all locations: $_____
Please note: Preventative Maintenance for any new locations will be negotiated between the Authority and the Contractor prior to any services being rendered. If any locations are removed, the total fixed fee will be reduced by an amount negotiated between the Authority and the Contractor.

Garage Name	Emergency Generator Daily Rental Fee
Independence Mall	$
Fashion District	$
Olde City	$
Jefferson	$
Parkade on 8th Street	$
PHL Economy Lot 1	$
PHL Economy Lot 2	$
Main Toll Plaza	$
A/B Garages	$
E/F Garages	$

C. **Equipment, Parts and Materials:** Offerors may provide an equipment, parts and materials markup percentage to be applied to the List Price. **Markup percentage cannot exceed 15%.** Contractor will be required to submit invoices for equipment, parts and materials to the Authority evidencing actual costs paid.

Parts and Materials Markup: _____%

6. **Requirement Statement:** The undersigned Offeror agrees to provide preventative maintenance, repairs, replacements and emergency services for generators as specified in the Work Statement, any Addenda, if issued and the response submitted.

_____
Signature

_____
Name
(Please Print)

_____
Title

_____
Date

7. **Insurance Requirements:** The undersigned Offeror agrees to the insurance requirements as specified in Appendix C, *Insurance Requirements* and any Addenda, if issued. 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

8. Offeror Signatures: Complete <u>one</u> section below.

a. Corporations:

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	Signature
_____	_____
Typed or Printed Name	Typed or Printed Name
_____	_____
Title	Title

_____

Business Name of Offeror

_____

Street Address

_____

Email Address

_____	_____
Telephone Number	Date

b. Non-Corporations:

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

_____	_____
Authorized Signature	Business Name of Offeror
_____	_____
Typed or Printed Name	Address
_____	_____
Title	City/State/Zip Code
_____	_____
Date	Telephone Number

_____

Entity Type

9. Affidavit of Non-Collusion:

State of: _____ RFP No. _____
County of: _____

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___

_____
Notary Public
My Commission Expires: _____

_____
Signature

_____
Printed Name

10. **References:** Offerors must provide a minimum of three (3) references, to whom similar services were provided within the last 3 years. The references must include the name of the organization, address, email address, telephone number, contact person, the dates services were performed, and a description of the services provided. **The Authority contacts the references provided via email. Government agencies are preferred.**

1. **Company Name:** _____

   Company Address: _____

   Reference Contact Name and Title: _____

   Contact Phone Number: _____

   Contact Email Address: _____

   Dates services were performed: _____

   Description of Services: _____

2. **Company Name:** _____

   Company Address: _____

   Reference Contact Name and Title: _____

   Contact Phone Number: _____

   Contact Email Address: _____

   Dates services were performed: _____

   Description of Services: _____

3. **Company Name:** _____

   Company Address: _____

   Reference Contact Name and Title: _____

   Contact Phone Number: _____

   Contact Email Address: _____

   Dates services were performed: _____

   Description of Services: _____

11. Qualifications:

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

b. **Number of employee**s: ☐ 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

RFP Name and Number: _____

Offeror: _____

Contact Name: _____ **Email:** _____

OFFEROR INFORMATION:

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

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

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

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

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

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

Proposal Decline Form: RFP No. 26-20 Preventative Maintenance, Repair, Replacements and Emergency Services for Generators

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=55858fee-e653-4bb8-b960-599371a649f8.

Appendix B

Sample Contract

AGREEMENT FOR
PREVENTATIVE MAINTENANCE, REPAIRS, REPLACEMENTS
AND EMERGENCY SERVICES FOR GENERATORS
BY AND BETWEEN
THE PHILADELPHIA PARKING AUTHORITY
AND _____

Contract No. K-26-0068

THIS AGREEMENT effective as of the _____ day of _____, 2027, by and between **The Philadelphia Parking Authority**, an agency of the Commonwealth of Pennsylvania and a body corporate and politic, with its principal address at 701 Market Street, Suite 5400, Philadelphia, PA 19106 (the **"Authority"**) and _____ with a registered address at _____ (**"Company"**).

WITNESSETH:

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

WHEREAS, the Authority sought to procure a vendor to provide for the maintenance, repairs, replacements and emergency services for generators at multiple Authority locations through Request for Proposals No. 26-20 "Preventative Maintenance, Repairs, Replacements and Emergency Services for Generators" (hereinafter "RFP") issued on November 16, 2026, a true and correct copy of the RFP is attached hereto as Exhibit "B";

WHEREAS, Company submitted a proposal responding to the RFP ("Proposal"), a true and correct copy of the Proposal is attached hereto as Exhibit "C"; and

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

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

1. SERVICES.

The Authority hereby engages and Company hereby agrees to provide services ("Services") as provided below:

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

B. To coordinate the fulfillment of this Agreement with the Authority's Project Manager for the implementation of the Services. The Authority's Project Manager shall be Kevin McClain, Senior Director of Facilities Maintenance, who may be reached at 267-784-6376 or by e-mail at KMcClain@philapark.org. However, the parties agree that only the Authority's Board or Executive

Director may consent to any alteration or amendment to this Agreement, and in each such case in writing; and

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

2. TERM.

The term of this Agreement will commence on the Effective Date and shall end one (1) year thereafter ("Term"), unless terminated earlier pursuant to other sections of this Agreement. The Effective Date means the date this Agreement has been awarded by the Authority's Board, executed by the Company, and then executed by the Authority. The Effective Date will be noted on the signature page of this Agreement. The Authority shall have four (4) additional one (1)-year Options to Renew at the sole discretion of the Authority, subject to the other provisions of this Agreement. The Authority shall provide 30 days' written notice of its option to renew for each one-year term permitted by this Agreement. The term of this Agreement may not be extended beyond 5 years.

3. CONSIDERATION AND PAYMENT.

A. For the performance of Preventative Maintenance Services as described in the RFP's Work Statement, the Authority shall pay the Company in accordance with the Cost Form of Company's Proposal ("Fixed Fee"). Company agrees to accept such amounts resulting from the Preventative Maintenance Services performed as the sole and full compensation for such services. It is agreed and understood that the Authority is not obligated to purchase any Services from Company during the term of this Agreement.

B. For the performance of any repairs or replacements as authorized by the Authority in advance, the Authority agrees to pay the Company per the agreed upon amount through the Task Order process outlined in the RFP's Work Statement, which includes the Company's hourly rate and percentage of markup or discount of equipment, parts and materials in accordance with the Cost Form of the Company's Proposal.

C. When necessary, and as authorized by the Authority in advance, the Authority agrees to pay the Company the Emergency Generator Rental Fee as outlined in the Cost Form of the Company's Proposal, which such fee shall include the costs of delivery for the rental, installation, connection, fueling, operation, disconnection, removal, as well as all labor, equipment, materials, and other services necessary to provide temporary emergency back-up power.

D. The Pricing set forth in this Agreement shall include all shipping and delivery costs associated with the fulfillment of the terms of this Agreement, as well as any tax, imposition, charge, duty, or levy ("Tax") which may be imposed under any present or future law on the sale of the merchandise covered by this Agreement.

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

F. Company shall invoice the Authority for the Services, using applicable purchase order number supplied by the Authority, and shall mail invoices to:

Accounts Payable
The Philadelphia Parking Authority
701 Market Street, Suite 5400, Philadelphia, PA 19106

Company shall also email a copy of the invoice to Kevin McClain at Kmcclain@philapark.org**.** The Authority will not acknowledge invoices that are not submitted in accordance with the procedure outlined above. The Authority shall make payment withing thirty (30) days of receipts of the invoice.

G. No late fees, penalties, or interest may be assessed against the Authority for late payments made to Company.

4. LIQUIDATED DAMAGES

A. Upon the occurrence of an event, default or breach by Company, including, but not limited to Company's failure to timely respond to an Authority installation/maintenance/repair request, Company shall be liable for, and the Authority shall be entitled to recover, liquidated damages in the amount of ten percent (10%) of the total costs for the work to be performed on the specific fence or gate type at issue. Thereafter, Company shall be liable for, and the Authority shall be entitled to recover, liquidated damages in the amounts listed above for every one (1) day that the installation/maintenance/repair request is not completed. The parties hereby agree and acknowledge that calculation of the damages from a breach would be difficult to estimate accurately and that the foregoing percentage is a reasonable approximation thereof and is intended as the fair allocation and liquidation of damages.

B. Company shall not be responsible for delay or default if occasioned by strikes, war, or riot, or any delay due to demands or embargoes of The United States Government, or any other government, or non-delivery or delays resulting directly or indirectly from an act of God including, but not limited to, fires, floods, or droughts, or delay as a result of insurrections, lockouts, or stoppage of labor or by refusal of any necessary license or government restrictions considered as "Force Majeure".

5. NO SOLICITATION/CONFLICTS OF INTEREST.

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

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

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

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

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

8. GENERAL TERMS AND CONDITIONS.

A. Right to Know Law Provisions.

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

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

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

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

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

4. The Authority will rely upon the written statement from the Company in denying a RTKL request for the Requested Information unless the Authority determines that the Requested Information

is clearly not protected from disclosures under the RTKL. In the event the Authority determines that the Requested Information is clearly not exempt from disclosure, the Company must provide the Requested Information to the Authority within 5 days of receipt of written notification of the Authority's determination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

P. Taxes.

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

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

Q. Ownership of Authority Materials. As between the parties, the Authority shall own and retain all right, title and interest in and to all Authority data, records, policies, statements, advertisements, programs, procedures, files, any and all Authority Provided Resources, such as,

documents, or data provided by the Authority, including but not limited to the RFP, and all written summaries, findings and reports, and proposed policies and procedures produced by Company pursuant to this Agreement.

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

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

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

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

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

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:_____

By:_____
Gabriel B. Roberts
Interim Executive Director

Print Name:_____

Print Title:_____

Effective Date: _____

APPROVED AS TO FORM

By: _____
Office of General Counsel

COMPANY: _____

Witness: _____

By: _____

Print Name:_____

Print Name: _____

Print Title:_____

Print Title:_____

EXHIBIT A
Philadelphia Parking Authority
CONTRACTOR INTEGRITY PROVISIONS

1. Definitions.

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

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

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

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

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

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

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

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

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

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

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

prior to the Authority's execution of the contract. Contractor shall disclose the financial interest to the Authority at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.

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

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

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

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

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

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

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

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Authority will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Authority in writing if at any time during the term of the contract if 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"
Request for Proposals 26-20

Exhibit “C”
Company’s Proposal

Appendix C

Insurance Requirements

THE PHILADELPHIA PARKING AUTHORITY
RFP NO. 26-20 PREVENTATIVE MAINTENANCE, REPAIR, AND EMERGENCY SERVICES FOR GENERATORS
APPENDIX C –INSURANCEREQUIREMENTS

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

1. Workers Compensation and Employers Liability: in the State in which the work is to be performed and elsewhere as may be required and shall include, where applicable, U.S. Longshoremen's and Harbor Workers' Coverage.
   a) Workers' Compensation Coverage: Statutory Requirements
   b) Employers Liability Limits not less than:

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

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

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

   b) General Aggregate must apply on a Per Location Basis as applicable.
   c) Owner must be named as additional insured as shown in requirement #8.

3. Automobile Liability: (Note: if no owned vehicles, show at least hired and non-owned coverage)
   a) Coverage to include:
      i. All Owned, Hired and Non-Owned Vehicles
      ii. Contractual Liability Coverage (including Liability for Employee Injury assumed under a Contract)
   b) Per Accident Combined Single Limit: $1,000,000
   c) Owner must be named as additional insured as shown in requirement #8.

4. Pollution Liability: with minimum acceptable limits of $500,000 per claim and aggregate. Contractor shall provide and maintain Contractors Pollution Liability insurance effective (retroactively, if applicable) from the date of commencement of the Work. Coverage shall include but not limited to sudden and accidental pollutant events, non-owned disposal sites (NODS), claims resulting from pollution incidents that occur during transportation, and claims as described below. Owner must be named as additional insured as shown in requirement #8.

   a) The Pollution Liability insurance shall cover the liability of all Additional Insured entities on a primary and non-contributory basis and provide a Waiver of Subrogation in favor of the Owner/GC where permitted by law.

b) The Pollution Liability insurance shall include coverage for on-site and off-site bodily injury and property damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gas, waste materials or other irritants, contaminants or pollutants upon the land, the atmosphere or any water course or body of water, whether it be gradual or sudden and accidental, including no exclusion for mold, PCB's, lead or asbestos. The policy shall also include defense and clean-up costs.

c) Should any of the Work involve treatment, storage or disposal of hazardous wastes, Contractor shall furnish a certificate of insurance from the designated disposal facility establishing that the facility operator maintains current Environmental Liability insurance at limits required by Owner.

d) Contractor shall maintain Pollution Liability insurance on a continuous basis through the applicable statute of repose, following completion of the Work. If the controlling legal jurisdiction does not have any applicable statute of repose, the required coverage shall be maintained for the period of the applicable statute of limitations or for a period of ten (10) years, whichever duration is longest.

5. Contractor's Equipment: Insurance shall be maintained by Contractors protecting against loss of, or damage to, Contractor's owned, borrowed or rented equipment, tools, machinery, materials and supplies, including tools owned by Contractor's employees, as well as Contractor's work until final acceptance of the project.

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

7. Financial Rating of Insurance Companies:
   a) A.M. Best Rating: A – (Excellent) or Higher
   b) A.M. Best Financial Size Category: Class VII or Higher

8. The Philadelphia Parking Authority, the City of Philadelphia and the Department of Aviation, their agents, employees, representatives, officers and directors individually and collectively, shall be added as ADDITIONAL INSUREDS on the policies as noted above. Contractor's coverage shall be primary and non-contributory to any other coverage available to the ADDITIONAL INSUREDS, including, without limitation, coverage maintained by Philadelphia Parking Authority wherein Philadelphia Parking Authority is named insured, and that no act of omission shall invalidate the coverage.

   It is agreed that Contractor's insurance will not be cancelled, materially changed in a manner adverse to the Authority 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. Notice is not required where Contractor obtains replacement coverage at the levels identified herein, provided there is no lapse in coverage.

9. Waiver of Rights of Recovery and Waiver of Rights of Subrogation:
   a) Contractor waives all rights of recovery against The Philadelphia Parking Authority and all additional Insureds for loss or damage covered by any of the insurance maintained by Contractor pursuant to this Contract.
   b) Contractor and its respective insurance carriers hereby waive all rights of subrogation against The Philadelphia Parking Authority and all additional insureds for loss or damage covered by any of the insurance maintained by Contractor pursuant to this contract.
   c) If any of the policies of insurance required under this Contract require an endorsement to

provide for the waiver of subrogation set forth in b, above, then the named insured's of such policies will cause them to be endorsed.

10. The amount of insurance provided in the aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of the Contractor.

11. Any type of insurance or any increase in limits of liability not described above which the Authority requires for its own protection or on account of statue shall be its own responsibility and at its own expense.

12. The carrying of insurance shall in no way be interpreted as relieving Contractor of any responsibility or liability under the contract.

13. Prior to the commencement of work or use of premises, Contractor shall file Certificates of Insurance with The Philadelphia Parking Authority, which shall be subject to The Philadelphia Parking Authority's approval of adequacy of protection and the satisfactory character of the insurer. The Certificates of Insurance should be transmitted within five days of receipt of these insurance requirements to The Philadelphia Parking Authority, regardless of when your work will start. Project description and Job Number must be shown on the Certificate of Insurance.

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

14. Failure of Contractor to obtain and maintain the required insurance shall constitute a breach of contract and Contractor will be liable to the Philadelphia Parking Authority for any and all cost, liabilities, damages, and penalties (including attorney's fees, court, and settlement expenses) resulting from such breach, unless the Philadelphia Parking Authority provides Contractor with a written waiver of the specific insurance requirement.

15. None of the requirements contained herein as to the types, limits, or PPA's approval of insurance coverage to be maintained by Contractor are intended to and shall not in any manner, limit, qualify, or quantify the liabilities and obligations assumed by Contractor under the Contract Documents, any other agreement with the PPA, or otherwise provided by law.

16. If work involves subcontractors, Contractor shall require all subcontractors (of every tier) to meet the same insurance criteria as required of Contractor. The subcontractor's insurance must name the PPA as additional insured. Contractor shall maintain each subcontract's certificate of insurance on file and provide such information to the PPA for review upon request.

17. Failure of Contractor to provide insurance as herein required or failure of PPA to require evidence of insurance or to notify Contractor of any breach by Contractor of the requirements of this Section shall not be deemed to be a waiver of any of the terms of the Contract Documents, nor shall they be deemed to be a waiver of the obligation of Contractor to defend, indemnify, and hold harmless the indemnified parties as required herein. The obligation to procure and maintain any insurance required is a separate responsibility of Contractor and independent of the duty to furnish a copy or certificate of such insurance policies.

Appendix D

Department of Aviation Log

Department of Aviation – Philadelphia International Airport

Generator: _____

Date:	Time of Day	Start Meter Reading	End Meter Reading	Reason for Operating	For testing/tuning events: AQI / Color Code (May 1 – Sept 30)	Operator:	No of Testing / Tuning Hours	Number of Emergency Hours

During Ozone Season (May 1 – Sept 30)
NO TESTING OR TUNING SHALL BE PERFORMED ON AN AIR QUALITY ACTION DAY (AGI >100 OR ORANGE / RED)
Testing & tuning shall only be performed between 1700 and 0730