



**Philadelphia Parking Authority**  
*Request for Proposal*

**Armored Car Services 2015**

**RFP No. 15-23**

**Issue Date: November 23, 2015**

**The Philadelphia Parking Authority is seeking proposals for Armored Car Services throughout the City of Philadelphia to support its parking operations.**

**The Philadelphia Parking Authority requests that responses be submitted by:**

**2:00 PM EST on Tuesday, December 22, 2015**

**Delivery Instructions:**

**Proposals may be Mailed or Hand Delivered**

All copies of the RFP must be submitted to:

Mary Wheeler  
Manager of Contract Administration  
701 Market Street, Suite 5400  
Philadelphia, PA 19106  
Email: [mwheeler@philapark.org](mailto:mwheeler@philapark.org)

**Fax responses will NOT be accepted**

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

**REQUEST FOR PROPOSALS – RFP No. 15-23 ARMORED CAR SERVICES 2015**

**INSTRUCTIONS TO PROPOSERS**

**SUMMARY**

**When:** Proposals must be submitted by 2:00 PM, Tuesday, December 22, 2015.

**Where:** Philadelphia Parking Authority  
Attention: Mary Wheeler, Manager of Contract Administration  
701 Market Street, Suite 5400, Philadelphia, PA 19106

**How:** Proposals must be sealed and delivered via certified mail (to include USPS, FedEx or UPS), return receipt requested or by hand-delivery. Whether mailed or hand-delivered, all envelopes must be boldly and clearly marked (*not* typewritten) "Armored Car Services 2015, RFP No. 15-23". All proposals must be presented with one (1) original and six (6) copies, individually numbered, one copy in single-sided loose leaf binder, suitable for photocopying, and an electronic version in one PDF.

**Pre-Proposal Meeting:** A mandatory Pre-Proposal Meeting will be held in the offices of the Authority, located at 701 Market Street, Suite 5400, Philadelphia, Pa 19106 on Wednesday, December 2, 2015 at 11:00 AM. Vendors must be in attendance at this meeting to be able to submit a proposal for Armored Car Services.

**1. Introduction:**

This Request for Proposals (RFP) is being issued by the Philadelphia Parking Authority (the "Authority"). The Authority is soliciting written proposals from qualified vendors in order to procure Armored Car Services under a contract with the Philadelphia Parking Authority. The sole contact at the Authority shall be Mary Wheeler, Manager of Contract Administration, 701 Market Street, Suite 5400, Philadelphia, PA 19106 or via email at [mwheeler@philapark.org](mailto:mwheeler@philapark.org). As a Request for Proposals (RFP), this is not an invitation to bid and although price is very important, other pertinent factors will be taken into consideration.

**2. Procurement Questions:**

Prospective Proposers are encouraged to submit questions concerning the RFP in writing no later than 2:00 PM Tuesday, December 15, 2015. Questions concerning this RFP are to be submitted in writing

via email to Mary Wheeler at [mwheeler@philapark.org](mailto:mwheeler@philapark.org) with "RFP No. 15-23 Armored Car Services" listed in the subject line. Only questions submitted in writing will be considered. The Authority will in turn answer all questions in writing to all eligible proposers. Any furnished answers will not be official until they have been verified, in writing, by the Authority to all prospective proposers. The Authority shall not be bound by any verbal information nor shall 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 specifications or of the solicitation.

### **3. Proposal Conditions:**

Sealed proposals must be received in the office of the Philadelphia Parking Authority, 701 Market Street, Suite 5400, Philadelphia, PA 19106, by 2:00 PM on Tuesday, December 22, 2015. Each proposer 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 proposers, unless a written request to withdraw is received prior to the opening of proposals.

### **4. Signatures Required:**

The proposals *must* be signed in ink in all spaces where signatures are required. In cases of corporation, the signature must be that of a duly authorized officer of the corporation and officer's title must be stated. In cases of partnerships, the signature of a general partner must follow the firm name, using the term "A Member of Firm." In cases of an individual use the term "dba" (Company Name) or as sole owner.

### **5. Proposal Format:**

All proposals submitted must conform to the following format requirements. A transmittal letter signed by a person authorized to engage your company in a contract must be included in your proposal. Proposals must be submitted on letter size (8½" x 11") paper. The point size font for text must be 10 to 12, and 6 to 8 for exhibits. All documents must contain a one-inch margin. For exhibits, 11x17 paper is acceptable. An electronic version of the Price Form will be provided to all prospective Proposers. Forms that are altered by the Proposer may be grounds for rejection of the Proposers offer.

The tab requirements are as follows:

- Tab A- Letter of Transmittal
- Tab B- Executive Summary
- Tab C- Proposal Security
- Tab D- Financial Statement
- Tab E- Insurance Requirements
- Tab F- Proposal Form
- Tab G- Task and Task Plan
- Tab H- Additional Attachments
- Tab I- Unacceptable Contract Terms

**6. Proposal Qualifications:**

Proposers must present evidence satisfactory to the Authority that they are fully competent to perform the conditions of the Contract. Proposers must have the necessary facilities, equipment, experience, and financial capacity to fulfill the conditions of the Contract and all the terms and specifications included herein.

To provide the Authority with information as to their ability to perform, proposers must submit, as part of this proposal, information stipulated in the Proposal Qualification Form (Proposal Form, Section 12) attached hereto and proof of ability to furnish the items as outlined in the Specifications.

All prices set forth in proposals received by the Authority shall remain firm and proposers shall not be allowed to change or alter the prices set forth in their proposals for the duration of the contract period. If the Authority selects the proposer's proposal, the non-conflicting contents of the selected proposal will become contractual obligations upon execution of the contract.

The Authority has identified the basic approach to meeting its requirements, allowing proposers to be creative and propose their best solution to meeting these requirements.

**7. Proposing Equivalent Products:**

Not applicable

**8. Executed Contract Required:**

Notwithstanding completed review and submission of all Request for Proposal's and response documents, and regardless of any formal or informal public or private statements emanating from any official of the Authority or the Proposer, including any notice of "contract award" from the Authority, the Authority will not be legally bound to any contract for armored car services or be subject to any other liability whatsoever on any legal theory concerning the provision of armored car services until a final document evidencing the complete and exclusive contract of the parties is signed by the Authority's Executive Director and the duly authorized representative of the Proposer.

**9. Rejection or Acceptance of Proposals:**

An Evaluation Committee comprised of Authority personnel will review all proposals and select the most responsible proposer(s). Upon the conclusion of their review, the most responsible proposer(s) will be selected to execute the contract. The Authority may, at its sole discretion, select more than one proposer to execute a contract. After execution of the contract by the proposer(s), the Committee will make a recommendation to the Authority's Board of the most responsible proposer(s) with the highest quality and best terms. In qualifying a proposer as responsible, the Authority will consider the proposer's ability to meet the requirements, terms and conditions of the RFP. Proposers will be evaluated on factors including, but not limited to, the proposer's work experience, staffing level and experience, responsiveness, quality and timeliness of past performance with the Authority as well as others, financial capability, reliability, responsibility, compliance with equal employment requirements and anti-discrimination provisions, compliance with wage, hour and other fair labor standards, and integrity of the firm and its key people.

The Authority reserves the right to waive any irregularities in the completion of the forms and papers enclosed in this schedule; to accept or reject any or all proposals; to re-advertise for proposals if desired, and to accept the proposal which, in the judgment of the Authority, will be in the Authority's best interest. The Authority reserves the right to reject any or all alternates if desired, and to accept the combination of base proposals and alternates, which in the sole 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 event of default by a successful proposer, or the proposers' refusal to enter into the Contract with the Authority, the Authority hereby reserves the right to re-bid the Contract or to accept the proposal of the next most responsible proposer at the Authority's sole option.

At any time up to the hour and date set for opening of proposals, a proposer may withdraw its proposal. Such withdrawal must be in writing and sent to the Authority at the address set forth herein by certified mail, return receipt requested, or delivered in person. Such withdrawal shall be effective only upon receipt by the Authority and will not preclude the submission of another proposal by such proposer prior to the hour and date set for the opening of proposals. After scheduled time for opening of proposals, no proposer will be permitted to withdraw their proposal, and each proposer 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 in the Authority's opinion, the proposal is inconsistent with the best interest of the Authority.

**10. Unacceptable Proposals:**

No proposal will be accepted from or selection made of any person, firm or corporation that is in arrears or in default to the Authority upon 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.

**11. Clarification of Instructions:**

Should the prospective proposer find a discrepancy in or an omission from the Specifications or Instructions to Proposers, or should she or he be in doubt as to the meaning of any term contained therein, the proposer shall notify Mary Wheeler, Manager of Contract Administration, via email at [mwheeler@philapark.org](mailto:mwheeler@philapark.org), who will clarify any discrepancies by sending written instructions to all proposers.

**12. Restriction of Contact:**

From the issue date of this RFP until the Authority's Board approves the negotiated contract, Mary Wheeler, Manager of Contract Administration, is the sole point of contact for this RFP. Any violation of this condition may be cause for the Authority to reject the offending proposer's proposal. If the Authority later discovers that the proposer has engaged in any violations of this condition, the Authority may reject the offending proposer's proposal or rescind its award. Proposers must agree not to distribute any part of their proposals beyond the Authority. A proposer who shares information contained in its proposal with other Authority personnel and/or competing proposer personnel may be disqualified.

**13. Notification of Proposer Selection:**

The Authority shall study and evaluate all proposals which are received in accordance with the instructions set forth in the proposal package and may select a proposer or multiple proposers and notify all other proposers of the selection within sixty (60) days after the date the proposals are opened. Such notice shall be in writing and mailed to the address furnished by each respective proposer. The selected proposer(s) shall not start the performance of any work prior to the Effective Date of the contract and the Authority shall not be liable to pay the selected proposer for any service or work performed or expenses incurred before the Effective Date of the Contract.

**14. Financial Statement:**

The Vendor must provide financial statements for the last three (3) years, which have been audited or reviewed by an independent Certified Public Accountant who is not an employee of the proposer.

**15. MBE/WBE/DBE/DSE Participation:**

The Philadelphia Parking Authority strongly encourages the meaningful and substantial participation of Disadvantaged Minority Business Enterprises ("M-DBE"), Disadvantaged Women Business Enterprises ("W-DBE") and Disadvantaged Disabled Business Enterprises ("DS-DBE") but not limited to; Design, Construction, Operations Management, etc.

While there are no Participation Ranges projected for this Proposal, proposers are prohibited from discriminating in their selection of subcontractors and are encouraged to solicit quotes from businesses, when applicable, on an equitable basis with other firms.

**16. General Warranty:**

Neither the final Certificate of Payment nor any provision in the Contract included within the scope of the Contract shall constitute an acceptance of work not done in accordance with the Contract or relieve the proposer of liability in respect to any expressed warranties or responsibility for faulty materials or workmanship.

**17. Contract Period:**

Commencing with the Effective Date, the term of the final Contract shall be in effect for three (3) years ("Initial Term") with the option for two (2) individual, one (1) year extensions ("Renewal Term(s)"). In the event that the Authority exercises its option on the Renewal Term(s), the Authority shall pay vendor a monthly fixed fee equal to the annual rate of increase to the most recently published CPI. If there is no such increase, the monthly fee shall be equal to that of the monthly fee in the Initial Term. The Authority at its sole discretion, shall have the right to terminate the contract upon thirty (30) days written notice.

**18. Executive Summary:**

The vendor will include in **Tab B** of their proposal, a brief summation of the highlights of the proposal and the overall benefits to the Authority. This summary will also include any alternatives proposed by the vendor.

**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, all proposers in the instant process are advised to review such disclosure issues.

**20. Business Licenses:**

The selected proposer must apply for and obtain, prior to execution of the Final Contract document and at the Proposer's sole expense, any business license required to comply with the applicable law as related to the scope of work detailed in this RFP.

**21. Evaluation of the Proposal:**

An Evaluation Committee consisting of Authority staff and legal counsel to the Authority will have sole responsibility for reviewing and evaluating all proposals submitted in response to the RFP. The Evaluation Committee will assess the qualifications of the vendor, the vendor's ability fulfill the terms of the contract within the specified time line, the vendor's ability to meet the specifications, and the price proposed by the vendor.

**22. Submitting Samples:**

Not applicable to this solicitation.

**23. Standard Practices:**

All work performed under the contract shall be subject to inspection and final approval by the Authority.

**24. Statement of No Proposal:**

All Prospective Proposers 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 Mary Wheeler, Manager of Contract Administration at [mwheeler@philapark.org](mailto:mwheeler@philapark.org).

**25. Invoicing:**

All invoices must be accompanied by a purchase order number, signed proof of receipt, quantities and description of goods. The Authority will not be responsible for any invoices not delivered or mailed to:

Accounts Payable  
THE PHILADELPHIA PARKING AUTHORITY  
701 Market Street, Suite 5400  
Philadelphia, PA 19106

**26. Shipping and Delivery:**

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

**27. Proposal Security**

Each proposal shall be accompanied by a bid bond, certified check or cashier's check made payable to the Philadelphia Parking Authority for \$5,000 payable without condition to the Philadelphia Parking Authority as a guaranty that the Proposer, if awarded the Contract, will promptly execute the Agreement in accordance with the Proposal and the other Contract Documents, and will furnish good and sufficient bond for the faithful performance of the same, and for the payment to all persons supplying labor and material for the work.

**28. Insurance Requirements:**

The proposer shall submit in **Tab E** of their proposal a sample certificate of insurance from another recent project that meets the Authority's insurance requirements or a letter from its insurance company indicating that they will provide the required insurances as outlined in Exhibit A of this RFP.



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

**REQUEST FOR PROPOSALS – RFP No. 15-23 ARMORED CAR SERVICES 2015**

**PERFORMANCE REQUIREMENTS**

**Location #1 – 35 North 8<sup>th</sup> Street**

**Banks**

- Sovereign – 5 Accounts
- Wells Fargo – 7 Accounts
- Bank of America – 1 Account
- TD Bank – 1 Account

Pick-up of currency and checks  
Required pick-up Monday through Friday  
Time at Location – 15 minutes  
Pick-up range between 9:00 AM and 4:00 PM

**Location #2 – 701 Market Street - Meter Area**

**Banks**

- Sovereign – 4 Accounts
- Wells Fargo – 7 Accounts
- Bank of America – 1 Account
- TD Bank – 1 Account
- Citizens Bank – 1 Account

Pick-up of currency and checks  
Delivery of change order  
Required pick-up Monday through Friday  
Time at Location – 15 minutes  
Pick-up range between 9:00 AM and 11:00 AM

**ARMORED CAR SERVICES 2015**

**PROPOSAL No. 15-23**

**SPECIFICATIONS  
PAGE 1**

## Location #3 – PPA Airport Administration Building

Pick-up of currency, money orders and checks

Pick-up and delivery of change order

Pick-up range between 7:00 AM and 9:00 AM

Pick-up will be every day of the year with the exception of Easter Sunday, Thanksgiving and Christmas

Transaction verification summary is needed for the Airport locations daily to include the following:

- Lane number
- Bag #
- Denomination Breakdown
- Total Cash, other and check
- Declared over/short
- Actual received

## Location #4 – PPA Airport Economy Lot

5 booth pick-ups

Pick-up currency, money orders and checks

Every booth safe must be opened

Total between all 5 booths will be up to 75 drop bags (would like to utilize a host bag system)

Armored Car Employee will be accompanied to each booth with a PPA employee

Pick-up range between 7:00 AM and 9:00 AM

Pick-up will be every day of the year with the exception of Easter Sunday, Thanksgiving and Christmas

## Location #5 – PPA Airport Main Toll Plaza – as needed

The Main Toll Plaza currently utilizes a tube system that transports money to the Airport Administration Building (Pick-up Location #3). This pick-up will only be needed if and when there is a problem with the tube system. In the event we have any issues with the tube system we will revert to dropping all money in the booths at the Main Toll Plaza. If this does occur it will consist of:

30 booth pick-ups

Pick-up currency, money orders and checks

Every booth safe must be opened

Total between all 30 booths will be up to 75 drop bags (would like to utilize a host bag system)

Armored Car Employee will be accompanied to each booth with a PPA Employee

Pick-up Range between 7:00 AM and 9:00 AM

Pick-up will be every day of the year with the exception of Easter Sunday, Thanksgiving and Christmas

NAME OF PRIME PROPOSER.....

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

**REQUEST FOR PROPOSALS – RFP No. 15-23 ARMORED CAR SERVICES 2015**

**PROPOSAL FORM**

1. The undersigned, having familiarized \_\_\_self/selves with the proposal documents to provide armored car services for the Philadelphia Parking Authority, including the Notice to Proposers, Instructions to Proposers, Proposal Form, Affidavit of Non-Collusion, Specifications, and Addenda if any (hereinafter collectively referred to as the Proposal Documents), as prepared by the Philadelphia Parking Authority and on file in the office of the Authority at 701 Market Street, Suite 5400, Philadelphia, Pa 19106 hereby proposes to furnish armored car services as requested in this proposal.
2. In submitting this proposal, it is understood that the Authority reserves the right to withdraw and cancel this invitation to propose prior to opening of proposals or to reject any and all proposals after proposals are opened if this is in the best interest of the Authority in the Authority's sole judgment. If written notice of the acceptance of this proposal is mailed, telegraphed or delivered to the undersigned within thirty (30) days after the opening thereof, or at any time thereafter before this proposal is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form.
3. Attached hereto is an affidavit of proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or the submitting of proposals for the contract for which this proposal is submitted.
4. Attached hereto is a bid bond, certified check or cashier's check in the amount of \$5,000.
5. Proposer acknowledges receipt of the following addenda:

Addendum	Date
_____	_____
_____	_____
_____	_____

NAME OF PRIME PROPOSER .....

6. Proposer agrees to furnish Armored Car Services in accordance with the Specifications for the prices stated below:

PICK UP LOCATION	MONTHLY FEE	YEARLY FEE	EXCESS ITEM FEE	EXCESS PREMISE TIME FEE
Location #1 - 35 North 8 <sup>th</sup> Street	\$	\$	# _____ \$	# _____ (Minutes) \$ per minute
Location #2 – 701 Market Street	\$	\$	# _____ \$	# _____ (Minutes) \$ per minute
Location #3 – Airport Administration Building	\$	\$	# _____ \$	# _____ (Minutes) \$ per minute
Location #4 – Airport Economy Lot	\$	\$	# _____ \$	# _____ (Minutes) \$ per minute
<b>TOTAL</b>	\$	\$		

PICK UP LOCATION	PER TRIP FEE	EXCESS ITEM FEE	EXCESS PREMISE TIME FEE
Location #5 – Airport Main Toll Plaza Per trip (as needed)	\$	# _____ \$	# _____ (Minutes) \$ per minute

7. **Contract Period:** Commencing with the Effective Date, the term of the final Contract shall be in effect for three (3) years (“Initial Term”) with the option for two (2) individual, one (1) year extensions (“Renewal Term(s)”). In the event that the Authority exercises its option on the Renewal Term(s), the Authority shall pay vendor a monthly fixed fee equal to the annual rate of increase to the most recently published CPI (see sample contract). If there is no such increase, the monthly fee shall be equal to that of the monthly fee in the Initial Term. The Authority at its sole discretion, shall have the right to terminate the contract upon thirty (30) days written notice.

**NAME OF PRIME PROPOSER.....**

- 8. Delivery Schedule:** The undersigned Vendor agrees to provide armored car services within seven (7) calendar days of the date of the Authority's notice to proceed.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name  
(Please Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**NAME OF PRIME PROPOSER.....**

- 9. Specification Statement:** The undersigned vendor agrees to provide armored car services as specified in the Specifications and any Addenda if issued.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name  
(Please Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**NAME OF PRIME PROPOSER.....**

**10. Proposer Signatures:**

If offer is by an individual or partnership, form must be dated and signed here:

\_\_\_\_\_  
Signature of Owner of Partner

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Business Name of Bidder

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/State/ ZIP Code

\_\_\_\_\_  
Telephone Number

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, or Assistant Treasurer, and (c) a corporate seal must be affixed. If this form is not so signed, a corporate resolution authorizing form of execution must be attached to this proposal.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Business Name of Bidder

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/State/ZIP Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
SEAL:

NAME OF PRIME PROPOSER.....

11. Affidavit of Non-Collusion:

STATE OF .....

COUNTY OF .....

\_\_\_\_\_, being first duly sworn, deposes and says:

.....That the bidder is a

.....  
(Partner or officer of the firm of, etc.)

The party making this proposal, that such proposal is genuine and not collusive or a sham; that such proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price or affiant or of any other proposer, or to fix any overhead, profit or cost element of said proposal price, or of that of any other proposer, or to secure any advantage against the Philadelphia Parking Authority, or any person interested in the proposed contract; and that all statements in said proposal or bid are accurate, true and not misleading.

\_\_\_\_\_  
Signature of Proposer, if proposer is an individual

\_\_\_\_\_  
Signature of Officer, if proposer is a corporation

Subscribed and sworn to  
Before me this \_\_\_\_\_  
Day of \_\_\_\_\_ 2015.  
My commission expires on  
\_\_\_\_\_, 20\_\_\_\_



NAME OF PRIME PROPOSER.....

**12. Proposer's Qualifications:**

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

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

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

i.....

ii.....

d. List three (3) recent contracts your firm has fulfilled involving the same type of product or service described in this proposal. Note the dollar amount of your firm's work under the contract. Identify references (contact person's name and telephone number) for all contracts listed.

i.....

ii.....

iii.....

.....

**NAME OF PRIME PROPOSER.....**

INTENTIONALLY

LEFT BLANK

SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM (BIDS)		MINORITY AND DISADVANTAGED BUSINESS PARTICIPATION PROGRAM	
DISADVANTAGED BLACK (B-DBE), DISABLED (DS-DBE), MINORITY (M-DBE), AND WOMEN (W-DBE) OWNED BUSINESSES	Name of Proposer	DS-DBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE <input type="checkbox"/>	No. of Copies Submitted
Proposal Number 15-23		Page ___ of ___	
See Instructions: Complete one or more forms for each type of disadvantaged business participation required: check one: <input type="checkbox"/> B-DBE <input type="checkbox"/> DS-DBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE			
For the type of disadvantaged business checked, list below all the certified firms that were solicited whether or not a commitment was made. <i>Photocopy this form as necessary.</i>			
<b>Disadvantaged Business Information</b>	<b>Type of Work or Materials</b>	<b>Date Solicited</b>	<b>Commitment Made</b>
Company Name		Phone	Yes (Date) No
Address		Mail	
Contact Name		<b>Quote Received</b>	<b>Amt Committed to</b>
Telephone No.	Fax No.	Yes	
		No	
MBEC Certification No.			\$ % percentage of total
Give reason(s) if no commitment made or no quote received:			
<b>Business Information</b>	<b>Type of Work or Materials</b>	<b>Date Solicited</b>	<b>Commitment Made</b>
Company Name		Phone	Yes (Date) No
Address		Mail	
Contact Name		<b>Quote Received</b>	<b>Amt Committed to</b>
Telephone No.	Fax No.	Yes	
		No	
MBEC Certification No.			\$ % percentage of total
Give reason(s) if no commitment made or no quote received:			
<b>Disadvantaged Business Information</b>	<b>Type of Work or Materials</b>	<b>Date Solicited</b>	<b>Commitment Made</b>
Company Name		Phone	Yes (Date) No
Address		Mail	
Contact Name		<b>Quote Received</b>	<b>Amt Committed to</b>
Telephone No.	Fax No.	Yes	
		No	
MBEC Certification No.			\$ % percentage of total
Give reason(s) if no commitment made or no quote received:			



Contract Administration Manager  
The Philadelphia Parking Authority  
Mellon Independence Center  
701 Market Street – Suite 5400  
Philadelphia, PA 19106

**Proposal Decline Form:** Request for Proposals for Armored Car Services  
RFP No. 15-23

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

The undersigned vendor declines to submit an offer for this project<sup>1</sup>.

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

- Specifications 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
- Unable to meet specifications
- Unable to meet Bond/Insurance Requirements
- Specifications unclear (explain below)
- Unable to meet Insurance Requirements
- Unable to meet Contract Requirements (explain below)
- Other (specify below)

Comments:


1. Upon completion of this form, please email it to the attention of Mary Wheeler, Manager of Contract Administration at [mwheeler@philapark.org](mailto:mwheeler@philapark.org).

\_\_\_\_\_

**ARMORED CAR SERVICES 2015**

**PROPOSAL NO. 15-23**

**PROPOSAL FORM  
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# **Exhibit A**

THE PHILADELPHIA PARKING AUTHORITY  
INSURANCE AND INDEMNIFICATION REQUIREMENTS

Prior to commencement of the contract and until completion of your work, \_\_\_\_\_ 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 Certificates of Insurance evidencing same. Coverage must be written on an "occurrence" basis (exception – professional and environmental/pollution 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):	\$ 10,000

- b) General Aggregate must apply on a Per Location Basis
- c) Owner must be named as additional insured as shown in requirement #9.

3. Automobile Liability: (Note: if no owned vehicles, show at least hired and non owned coverage)

- a) Coverage to include:

- (1) All Owned, Hired and Non-Owned Vehicles
- (2) 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 #9.

4. Excess / Umbrella Liability Insurance with a minimum acceptable limit of coverage of \$5,000,000 (or the final limit decided to be appropriate) per occurrence and aggregate. Such coverage shall be excess of the general liability insurance, business auto liability insurance, and employers liability as required by this contract. Owner must be named as additional insured as shown in requirement #9.
5. Professional (E&O) Liability Insurance with minimum acceptable limits of \$1,000,000 per claim, \$2,000,000 aggregate. Claims-made is acceptable.
6. "All Risk" Armored Car Cargo Liability (Transit & Storage): \$2,000,000 limit with coverage for money & securities, including currency, coin, checks and other valuables against all risks of physical loss of or damage to the Philadelphia Parking Authority property. Policy should include employee fidelity coverage. Coverage may not be limited to legal liability only. As an alternative, an "All Risk" Crime Policy can be provide for the same limits to cover loss of employee fidelity, money and securities and reconstruction costs with a Courier Service Coverage endorsement included. Policies should name Philadelphia Parking Authority as loss payee.
7. If any work involves or includes handling, transporting, disposing or performing work or operations with hazardous substances or constituents, contaminants, waste, toxic materials, or any potential pollutants – Environmental/Pollution Liability Insurance with minimum acceptable limits of \$3,000,000 per occurrence. Owner must be named as additional insured as shown in requirement #9. Claims-made is acceptable.
8. Deductibles or Self Insured Retention's: "if applicable"  
None of the policies of insurance required by this agreement shall contain deductibles or self-insured retention's in excess of \$25,000. \_\_\_\_\_ is responsible to pay any and all deductibles and/or self-insured retentions that may apply to the required insurance.
9. 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
10. The Philadelphia Parking Authority, The City of Philadelphia, The Commonwealth of Pennsylvania its agents, employees, representatives, officers and directors individually and collectively, shall be added as ADDITIONAL INSUREDS on the policies as noted above even for claims regarding their Sole Negligence. \_\_\_\_\_'s coverage shall be primary and non-contributory to any other coverage available to Philadelphia Parking Authority, including, without limitation, coverage maintained by Philadelphia Parking Authority wherein Philadelphia Parking Authority is named insured, and that no act of omission shall invalidate the coverage.
11. It is agreed that \_\_\_\_\_ insurance will not be cancelled, materially changed or non-renewed without at least thirty (30) days written notice to The Philadelphia Parking Authority, 701 Market Street, Suite 5400, Philadelphia, PA 19106, by Certified Mail-Return Receipt Requested.

12. Waiver of Rights of Recovery and Waiver of Rights of Subrogation:
- a) \_\_\_\_\_ 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 \_\_\_\_\_ pursuant to this Contract.
  - b) \_\_\_\_\_ 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 \_\_\_\_\_ 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.
13. 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 \_\_\_\_\_. None of the requirements contained herein as to the types, limits, or Philadelphia Parking Authority's approval of insurance coverage to be maintained by \_\_\_\_\_ are intended to and shall not in any manner, limit, qualify, or quantify the liabilities and obligations assumed by \_\_\_\_\_ under the Contract Documents, any other agreement with \_\_\_\_\_, or otherwise provided by law.
14. 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.
15. The carrying of insurance shall in no way be interpreted as relieving \_\_\_\_\_ of any responsibility or liability under the contract.
16. Prior to the commencement of work or use of premises, \_\_\_\_\_ shall file Certificates of Insurance with The Philadelphia Parking Authority, which shall be subject to The Philadelphia Parking Authority's approval of adequacy of protection and the satisfactory character of the insurer. The Certificates of Insurance should be mailed within five days of receipt of these insurance requirements to The Philadelphia Parking Authority, 701 Market Street, Suite 5400, Philadelphia, PA 19106, regardless of when your work will start. Project description and Job Number must be shown on the Certificate of Insurance.
- In the event of a failure of \_\_\_\_\_ 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 \_\_\_\_\_ 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.
17. Failure of \_\_\_\_\_ to obtain and maintain the required insurance shall constitute a breach of contract and \_\_\_\_\_ 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 \_\_\_\_\_ with a written waiver of the specific insurance requirement.



18. None of the requirements contained herein as to the types, limits, or PPA's approval of insurance coverage to be maintained by \_\_\_\_\_ are intended to and shall not in any manner, limit, qualify, or quantify the liabilities and obligations assumed by \_\_\_\_\_ under the Contract Documents, any other agreement with the PPA, or otherwise provided by law.
19. \_\_\_\_\_ shall require all subcontractors (of every tier) to meet the same insurance criteria as required of \_\_\_\_\_. The subcontractor's insurance must name the PPA as additional insured. \_\_\_\_\_ shall maintain each subcontract's certificate of insurance on file and provide such information to the PPA for review upon request.
20. Failure of \_\_\_\_\_ to provide insurance as herein required or failure of PPA to require evidence of insurance or to notify \_\_\_\_\_ of any breach by \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_ and independent of the duty to furnish a copy or certificate of such insurance policies.
21. \_\_\_\_\_ agrees to indemnify, hold harmless and defend The Philadelphia Parking Authority, The City of Philadelphia, The Commonwealth of Pennsylvania and their agents, employees, representatives, officers and directors (the "Indemnified Parties" individually and collectively) from and against any and all liability for loss, damage or expense for which the Indemnified Parties may be held liable by reason of injury (including death) to any person (including \_\_\_\_\_ employees/volunteers) or damage to any property of whatsoever kind or nature arising out of or in any manner connected with the activities of \_\_\_\_\_ whether or not due in whole or in part to any act, omission, or negligence of the Indemnified Parties or any of their agents, employees, representatives, officers, directors, stockholders, Subcontractors, third parties or parent, subsidiary and affiliated companies, whether known or unknown to The Philadelphia Parking Authority or \_\_\_\_\_. It is expressly understood and agreed that the indemnity contained in this paragraph covers claims by \_\_\_\_\_ employees / volunteers. It is further expressly agreed \_\_\_\_\_ assumes the fullest extent of all obligations to indemnify and defend all parties whom The Philadelphia Parking Authority is obligated to indemnify and defend in The Philadelphia Parking Authority's contract with others (whether or not such obligations may extend beyond those addressed in this Agreement.)

# **Exhibit B**

**AGREEMENT FOR SECURITY SERVICES BY AND BETWEEN  
THE PHILADELPHIA PARKING AUTHORITY  
AND \_\_\_\_\_**

**Contract No.** \_\_\_\_\_

**THIS AGREEMENT** effective as of the \_\_\_\_ day of \_\_\_\_\_ 201\_ 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 principal address at \_\_\_\_\_ ("**Contractor**").

**WITNESSETH:**

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

**WHEREAS**, the Authority, in the public interest, desires to obtain high quality security services to effectively represent the interests of the Authority;

**WHEREAS**, in order to ensure the Authority receive the highest quality security services the Authority issued a Request for Proposals "Armored Car Services 2015, RFP No. 15-23" (the "RFP") on November \_\_\_\_, 2015, attached hereto as Exhibit "A";

**WHEREAS**, Contractor submitted a conforming Proposal to the RFP (the "Proposal") on \_\_\_\_\_, attached hereto as Exhibit "B" and is in the business of providing high quality security services of the type desired by the Authority;

**WHEREAS**, the Authority desires to engage Contractor to render professional security services subject to the terms and conditions set forth herein;

**WHEREAS**, Contractor hereby agrees to furnish the Authority with professional security services as hereinafter described;

**WHEREAS**, after due consideration and deliberation within the Authority, Contractor was selected to provide security services (hereinafter "Services") upon the successful negotiation of this Agreement and assent of the Authority's Board; and

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

**1. SCOPE OF SERVICES.**

The Authority hereby engages and Contractor hereby agrees to perform the following security services:

A. To provide security services as described in the RFP and Proposal at the Philadelphia Parking Authority headquarters located at 701 Market Street, Philadelphia, PA 19106 and 35 North 8<sup>th</sup> Street, Philadelphia, PA 19106;

B. To provide security services as described in the RFP and Proposal at three locations at the Philadelphia International Airport, specifically, the Main Toll Plaza, Economy Lot and Airport Administration Building.

C. To perform high quality security services 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; and

D. It is understood that the Authority shall have the absolute discretion to accept, reject or modify any proposal or offer which Contractor may bring to the Authority's attention during the term of this Agreement.

**2. TERM.**

The initial term for Services shall begin upon the date of this agreement and continue for three (3) consecutive years ("Initial Term"). The Authority shall have the sole option to extend the Initial Term for two (2) individual, one (1) year extensions by providing at least thirty (30) days notice prior to the end of the Initial Term ("Renewal Term(s)"). The Initial Term and any Renewal Terms are hereinafter collectively referred to as the "Term".

**3. CONSIDERATION AND PAYMENT.**

A. The Authority agrees to pay and Contractor agrees to accept monthly payments for the Services based solely on the pricing for each location as detailed in Contractor's Proposal and attached hereto as Exhibit "B".

B. In the event that the Authority exercises its option on the Renewal Term(s), the Authority shall pay Contractor and Contractor agrees to accept a monthly fixed fee equal to the annual rate of increase to the most recently published CPI. If there is no such increase, the monthly fee shall be equal to that of the monthly fee in the Initial Term.

C. "CPI" shall mean the annual seasonally adjusted U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items Index, less food and energy, Philadelphia-Wilmington-Atlantic City area.

D. Contractor shall invoice the Authority each month for Services performed by Contractor under this Agreement. All invoices shall be in form and substance acceptable to the Authority and shall include costs for the Services and approved reimbursable expenses. No late fees, penalties, or interest may be assessed against the Authority for late payments.

**4. NO SOLICITATION/CONFLICTS OF INTEREST.**

A. Contractor does hereby warrant and represent that the laws of the Commonwealth of Pennsylvania have not been violated as they relate to the procurement or performance of this Agreement by any conduct, including payment or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly to any Authority employee, officer or Contractor, including the Public Official and Employees Ethics Act, 65 Pa.C.S. §1101 *et seq.*

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

C. Contractor hereby acknowledges receipt and acceptance of the Authority's Conflict of Interest Policy.

**5. INABILITY OF CONTRACTOR TO PERFORM.**

The inability of Contractor 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.

**6. TERMINATION FOR CONVENIENCE OF AUTHORITY.**

The Authority and Contractor agree that this Agreement may be terminated by the Authority with or without cause upon thirty (30) days notice in writing by the Authority to Contractor. If this Agreement is terminated by the Authority, as provided herein, Contractor will be paid any compensation outstanding for the Services satisfactorily performed pursuant to Section 3 herein for the period prior to the date of termination. The payments to be made to the Contractor hereunder are the Contractor's sole remedy and right with respect to termination under this paragraph.

**7. INSURANCE REQUIREMENTS.**

Contractor agrees to provide insurance for the Services provided in this Agreement pursuant to the requirements set forth in as Exhibit "C".

**8. GENERAL TERMS AND CONDITIONS.**

**A. Maintenance of Records.**

Company understands that certain records related to this Agreement may be public records pursuant to Pennsylvania's Right-to-Know Law and Company must duly comply with demands made through the Authority for such records. 65 P.S. §67.101 et seq. 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 seven (7) years following the termination or expiration of this Agreement. 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.

**B. Assignment.**

This Agreement may not be transferred or assigned by Contractor without the prior written consent of the Authority which consent may be withheld in the sole discretion of the Authority. Any assignment by Contractor without the Authority's advanced written consent shall be void.

**C. Non-Discrimination.**

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

**D. Notices.**

Any notice or demand given by one party to the other under this Agreement shall be in writing and served by nationally recognized overnight courier service or sent by United States certified or registered mail return receipt requested, postage prepaid, or by overnight express delivery service or by courier service, against written receipt or signed proof of delivery addressed to the other party at the address set forth below, unless a party shall have provided written notice to the other identifying a new address for notice:

**The Authority:**

The Philadelphia Parking Authority  
701 Market Street, Suite 5400  
Philadelphia, PA 1910  
Attn: Dennis G Weldon, Jr.

**The Contractor:**

## General Counsel

All notices shall be deemed given on the day after the notice was given to the courier or postal service.

### **E. 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.

### **F. General Indemnity.**

Contractor agrees to defend, indemnify and hold harmless the Authority and its affiliates, and their officers, directors, agents, invitees, employees, successors and assigns (collectively, "Indemnities"), at its sole expense, from and against all suits, actions or other proceedings, at law or in equity and from all damages, claims and demands, losses, liabilities, and expenses, including, without limitation, attorneys' fees, arising out of breach of this Agreement by Contractor, the negligence or willful misconduct of Contractor or the death, damage or injury to any person (including those related to Workers' Compensation) or damage to any property which results from or is caused by any work or services performed pursuant to this Agreement. It is agreed that Contractor shall be solely responsible, and shall defend, indemnify and hold harmless Indemnities, for any damage, bodily injury or death to any person in connection with the performance of this Agreement. Contractor will, at its sole expense, indemnify, defend and hold harmless Indemnities from and against any action, suit, claim or other proceeding brought against Indemnities by a third party which arises from (a) any Subcontractor Agreement; or (b) the performance of Contractor or Contractor's subcontractor(s) under this Agreement or any Subcontractor Agreement.

### **G. Environmental Indemnification.**

Contractor agrees to defend, indemnify and hold harmless Indemnities, from and against all losses and liabilities, fines, penalties, forfeitures, demands, claims, causes of action, suits, costs and expenses incidental thereto (including costs of defense and attorneys' fees), which may arise from the existence, discharge, release, and/or disposal of any materials, including any wastes, generated in connection with Company's performance of Services pursuant to this Agreement.

### **H. Contractor's Obligations.**

Contractor will indemnify Indemnities from any costs, damages, losses, liabilities, expenses and fees incurred by Indemnities which are attributed to any of the claims set forth in this Article (including but not limited to reasonable attorneys' fees). Contractor shall have the right to compromise or settle a claim at its sole expense, subject to the Authority's prior written

approval (not to be unreasonably withheld or delayed) and provided such compromise or settlement does not prejudice the Authority's rights hereunder. Otherwise, Contractor shall have no authority to settle any claim on behalf of Indemnities. If Contractor fails to defend Indemnities against any such action, the Authority may defend the Indemnities and settle any matter as it in its sole discretion deem appropriate. Contractor will further indemnify Indemnities for fees, including attorneys' fees, which are attributed to the Authority's or Indemnities' defense against such action. The indemnifications set forth in this Article shall survive termination of this Agreement for any reason.

#### **I. 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 of any party, that is not contained in this Agreement, shall be binding or valid. Any revisions, additions, and/or modifications of this Agreement must be set forth in writing and signed by all parties.

#### **J. Exhibits.**

All Exhibits to this Agreement, the RFP, and Company's Proposal are hereby incorporated by reference into, and made a part of, this Agreement.

#### **K. Interpretation.**

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 this Agreement, regardless of which party was generally responsible for the preparation of this Agreement.

#### **L. Specific Proposals.**

It is understood that the Authority shall have the absolute discretion to accept, reject or modify any proposal or offer which Contractor may bring to the Authority's attention during the term of this Agreement

#### **M. Applicable Law and Venue.**

All disputes arising in connection with this Agreement shall be interpreted and governed by the laws of the Commonwealth of Pennsylvania. The parties hereto irrevocably consent to the exclusive jurisdiction of the First Judicial District of Pennsylvania, being the Philadelphia Court of Common Pleas.



**N. Independent Contractor.**

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

**O. Order of Precedence.**

In the event of an inconsistency between provisions of this Agreement, it shall be resolved by giving precedence in the following order: (1) the main body of this Agreement (not including Exhibits); (2) the RFP and (3) all other Exhibits. It is the 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.

**P. Waiver.**

The Authority's exercise, or lack thereof, of any provision or right contained in this Agreement shall not be considered a waiver of any of its rights set forth in this Agreement.

**Q. Taxes.**

1. Company hereby certifies that neither it, nor any of its parent or subsidiary entities, is delinquent or overdue in the payment of any tax or fee to the City or County of Philadelphia or the Commonwealth of Pennsylvania. Company also certifies that its Philadelphia Business Privilege Tax ID. No. is: \_\_\_\_\_, and has attached a true, current, and correct copy of its Philadelphia Business Privilege License hereto. Company further certifies that its Federal Tax ID. No. is: \_\_\_\_\_.

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

**R. Separation Clause.**

If any provision hereof or the application of any provision to any person or circumstances is held invalid or unenforceable, the remainder hereof and the application of such provision to other persons or circumstances shall remain valid and enforceable.

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

**The Philadelphia Parking Authority**

Attest: \_\_\_\_\_

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

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

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

Vincent J. Fenerty, Jr.,  
Executive Director

Approved as to Form

By: \_\_\_\_\_  
General Counsel's Office

**Contractor**

Witness \_\_\_\_\_

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

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

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

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

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