

INVITATION FOR BIDS
On-Site Automobile Auctioneer
Bid No. 17-30

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PART I
GENERAL INFORMATION TO BIDDERS

SUMMARY

When: Bid must be submitted by Friday, January 5, 2018 no later than 2:00 PM.

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

How: Bids must be sealed and delivered via certified mail, return receipt requested (to include commercial delivery services) or by hand-delivery. Whether mailed or hand-delivered, all envelopes must display the vendor name and must be boldly and clearly handwritten (*not* typewritten) "On-Site Automobile Auctioneer - Bid No. 17-30". All bids must be presented with one (1) original and six (6) copies, individually numbered, and an electronic version consisting of one PDF file.

Mandatory Pre-Bid Meeting A mandatory Pre-Bid Meeting will be held in the offices of the Philadelphia Parking Authority located at 701 Market Street, Suite 5400, Philadelphia, Pa 19106 on Monday, December 11, 2017 at 11:00 AM.

Vehicle Inspection The Authority will inspect and approve the proposed vehicles and equipment associated with this bid at the conclusion of the Pre-Bid Meeting. Vehicles will need to be brought to the offices of the Philadelphia Parking Authority, located at 701 Market Street, Suite 5400, Philadelphia, Pa 19106 on Monday, December 11, 2017 at 11:00 AM. Contact Mary Wheeler at mwheeler@philapark.org for parking information.

I-1. Introduction.

This invitation for Bids 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, as amended, known as the "Parking Authority Law". The Authority is soliciting written bids for on-site automobile auctioneer services (Auctioneer) from qualified contractors to be performed at various Authority locations for the sale of vehicles impounded by the Authority and unclaimed by the owners. The sole contact at the Authority shall be Mary Wheeler, Manager of Contract Administration, at 701 Market Street, Philadelphia, PA 19106, mwheeler@philapark.org.

I-2. Background.

The Philadelphia Parking Authority holds Unclaimed Motor Vehicle Auctions two to three times per week. The vehicles available for auction, have been impounded but unclaimed. Pursuant to Title 75, if a vehicle is not recovered within 15 days of impoundment, the PPA will petition the Philadelphia Court of Common Pleas to sell the vehicle at public auction.

The starting sale price is \$300.00 plus tax and \$53.00 title fee if applicable. Each successful Bidder pays a \$25.00 processing fee and a \$6.50 court fee. The vehicles are sold without keys and there is no warranty whatsoever on any vehicle sold at auction. There is no warranty regarding the condition of the vehicle. There is no warranty about the type

of title that PennDOT will issue.

I-3. Procurement Questions.

Prospective Bidders are encouraged to submit questions concerning this Bid in writing no later than Wednesday, December 20, 2017 no later than 2:00 PM. Questions concerning this bid are to be submitted via email to Mary Wheeler at mwheeler@philapark.org with "Bid No. 17-30 On-Site Automobile Auctioneer" listed in the subject line. Only questions submitted in writing will be addressed. The Authority will answer all questions in writing to all eligible Bidders. Any furnished answers will not be official until they have been verified, in writing, by the Authority. 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 bid 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.

I-4. Clarification of Instructions.

Should the prospective Bidder find a discrepancy in or an omission from the General Information or Work Statement, or should she or he be in doubt as to the meaning of any term contained therein, the Bidder shall notify Mary Wheeler, Manager of Contract Administration via email at mwheeler@philapark.org prior to the question deadline. All questions and clarification requests will be responded to via written addendum that will be emailed to all eligible Bidders. Addenda will also be posted to the Authority's website, www.philapark.org.

I-5. Restrictions of Contract.

From the issue date of this IFB until the Authority's Board approves the awarding of the contract, **Mary Wheeler is the sole point of contact concerning this Bid.** Any violation of this condition may be cause for the Authority to reject the offending Bidder's bid. If the Authority later discovers that the Bidder has engaged in any violations of this condition, the Authority may reject the offending Bidder's bid or rescind its award. Bidders must agree not to distribute any part of their bid beyond the Authority. A Bidder who shares information contained in its bid with other Authority personnel and/or competing Bidder personnel may be disqualified.

I-6. Bid Conditions.

Sealed bids must be received in the office of the Philadelphia Parking Authority, addressed to Mary Wheeler, 701 Market Street, Suite 5400, Philadelphia, PA 19106, by Friday, January 5, 2018 no later than 2:00 PM. Each Bidder 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 Bidders, unless a written request to withdraw is received prior to the opening of bids.

I-7. Small and Diverse Business Requirements.

The Authority is continually looking for opportunities available for growth and advancement among small and diverse businesses through contracts to provide products, services or construction to the Authority. Bidders shall identify their status as a small and diverse business by completing the Small and Diverse Business Participation Submittal form included in the Bid Form along with a **copy of their Small Business Procurement Initiative certificate** issued from the Pennsylvania Department of General Services.

I-8. Signatures Required.

The bid *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.

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 Bidder who makes the final decision on terms and prices identified in the bid.
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 should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the request for bid process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

I-10. Executed Contract Required.

By submitting a bid in response to this bid the Bidder 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 Bidder and the Authority's Executive Director signs the written contract.

I-11. Business Licenses:

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

I-12. Rejection or Acceptance of Bids.

An Evaluation Committee comprised of Authority personnel will review all bids. The Authority will select the lowest responsive, responsible Bidder for contract negotiation. In the event the negotiations reveal that the bid selected for negotiation is not the most advantageous or the Bidder selected for negotiation defaults or withdraws from negotiation, the Evaluation Committee may select the next lowest responsive, responsible Bidder for contract negotiation. The Authority may cancel the bid and reject all bids at any time prior to award by the Board.

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 bids; to re-advertise for bids if desired, and to accept any bids 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 bid, in the sole discretion of the Authority. At any time up to the hour and date set for opening of bids, a Bidder may withdraw its bid. Such withdrawal must be in writing and sent to the Authority at the address set forth herein by a nationally recognized overnight courier service, certified mail, return receipt requested, 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 bid by such Bidder. After the scheduled time for opening of bids, no Bidder will be permitted to withdraw their bids, and each Bidder hereby agrees that their bid shall remain firm for the contract

period. A bid made and opened may be withdrawn with the written permission of the Authority, if the Authority determines in its sole discretion that the bid is inconsistent with the best interest of the Authority.

I-13. Unacceptable Bids.

No bid 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.

I-14. Subcontracting, Key Personnel, and Experts.

Subcontracting, assignment, or transfer of all or part of the interest of the on-site automobile auctioneer that is awarded a Contract or in the work covered by this Contract is prohibited and void without the prior written approval of the Authority. In the event such consent is given, the terms and conditions of this Contract shall apply to and bind the party or parties to whom such work is subcontracted, assigned, or transferred as fully and completely as the Auctioneer is hereby bound and obligated and the Auctioneer shall obtain written acknowledgement thereof from all subcontractors and experts so engaged.

I-15. Notification of Bidder Selection.

The Authority will study and evaluate all bids which are received in accordance with the instructions set forth in the bid package and may select a Bidder or multiple Bidders and notify all other Bidders of the selection within sixty (60) days after the date the bids are opened. Such notice shall be in writing and mailed to the address furnished by each respective Bidder in the Submittal Letter. The selected Bidder(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 Bidder for any service or work performed or expenses incurred before the effective date of the Contract. Costs incurred by the Bidder in the preparation of the bid or during any review or negotiations shall be born exclusively by the Bidder.

I-16. Standard Practices.

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

I-17. 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 Bidders are advised to seek counsel or otherwise educate themselves regarding open records requirements in Pennsylvania.

I-18. Statement of No Bid.

All Prospective Bidders that do not intend to submit a bid are asked to complete the Bid Decline Form enclosed in the bid documents. This document must be emailed to the attention of Mary Wheeler, Manager of Contract Administration at mwheeler@philapark.org. Specific comments and observations are encouraged.

I-19. Shipping and Delivery.

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

PART II

INFORMATION REQUIRED FROM BIDDERS

II-1. Bid Format.

All Bids submitted must conform to the following format requirements. A transmittal letter signed by a person authorized to engage the Bidder in a contract must be included in your bid. Bids must be submitted on letter size (8 ½" 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 Bid Form can be provided to all prospective Bidders upon request. Forms that are altered by the Bidder may be grounds for rejection of the Bidder's response.

The tab requirements are as follows:

- Tab A - Submittal Letter
- Tab B - Qualifications and Experience
- Tab C - References
- Tab D - Bid Form
- Tab E - Insurance Requirements
- Tab F - Financial Statements
- Tab G - Proposed Amendments to Contract and/or Insurance Terms

II-2. Submittal Letter (Tab A).

Bidders shall submit a cover letter, signed by an authorized principal or agent of the contractor which contains the name, title, email address and phone number of the person to whom the Authority may direct questions concerning the bid. Include a statement by the Bidder accepting all terms and conditions contained in this bid, signed by an officer or individual with authority to bind the contractor.

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

Bidders must have a minimum of eight years' experience in auctioneer services as specified in the Work Statement, including each of the last 3 years. Bidders are to provide a brief summary of their experience in auctioneer services, specifically those services described in the Work Statement. Contractors shall provide a resume of the person who will work directly with the Authority and indicate their level of responsibility. Bidders must submit a copy of their Pennsylvania Auctioneers License.

II-4. References (Tab C).

Bidders must provide a minimum of three (3) client references, which encompass the similar services outlined in this bid. The client references must include the name of the organization, address, email address, telephone number, individual contact person, the dates services were performed and a description of the services provided.

II-5. Bid Form (Tab D).

The bid form attached as *Appendix A* must be submitted in its entirety (with the exception of the Bid Decline Form). All signature lines must be executed in ink (on the original only).

II-6. Insurance Requirements (Tab E).

The successful Bidder will be required to submit Insurance Coverage as outlined in the *Appendix C*. Each bid must include a sample certificate of insurance from a recent project that meets the requirements or a letter from its insurance company indicating that they will provide the required insurances as outlined in this bid.

II-7. Financial Statements (Tab F).

Financial statements for the last three years that have been audited or reviewed by an independent certified public accountant that is not an employee of the vendor must be submitted. Financial statements need only be included with the original bid or in a separate envelope marked "Confidential – Company Name".

II-8. Proposed Amendments to Contract and/or Insurance Terms (Tab G).

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

PART III

CRITERIA FOR SELECTION

III-1. Mandatory Responsiveness Requirements. To be eligible for selection, a bid shall be (a) submitted by a firm who was represented at the mandatory pre-bid meeting; (b) timely received from a Bidder; and (c) properly signed by the Bidder.

III-2. Technical Nonconforming Bids. The three (3) Mandatory Responsiveness Requirements set forth in Section III-1 above are the only IFB 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 defects or informalities.

III-3. Bid Evaluation. An Evaluation Committee comprised of Authority personnel will review all bids. The Authority will select the lowest responsive, responsible Bidder for contract negotiation. In qualifying a Bidder as responsible the Evaluation Committee will consider the Bidders ability to meet the requirements, terms and conditions of the contract.

In the event the negotiations reveal that the bid selected for negotiation is not the most advantageous or the Bidder selected for negotiation defaults or withdraws from negotiation, the Evaluation Committee may select the next lowest responsive, responsible Bidder for contract negotiation. The Authority may cancel the bid and reject all bids at any time prior to award by the Board.

PART IV

WORK STATEMENT

IV-1. Objectives

a. **General.** The Philadelphia Parking Authority is seeking on-site automobile auctioneering services from qualified vendors authorized to do business in the State of Pennsylvania. The Auctioneer must be located within 150 miles of the Philadelphia Parking Authority, located at 701 Market Street, Philadelphia, Pa 19106. The selected vendor will act as an agent for the Authority while conducting court ordered public auctions of motor vehicles, combinations, and loads impounded by the Philadelphia Parking Authority, State Police and/or the City of Philadelphia pursuant to all state laws and local ordinances, and rules and regulations of the First Judicial District of Pennsylvania. The selected vendor will perform high quality auctioneering services in the most cost effective manner utilizing personnel who are uniformed in clearly marked Auction Company attire, shirt, hat and inclement weather gear (coats, sweatshirt/rain gear when necessary), at the level of competence required relative to the nature of the work.

Bidders will quote a percentage (auctioneers fee) of the gross sales of each vehicle. The percentage paid by the Authority will be inclusive of all services. The Authority will not pay for any additional expenses that may be incurred by the Bidder.

b. **Specific.** The duties of the Auctioneer will include but are not limited to the following:

- Arrive and be prepared ½ hour prior to the start of each auction. It is the Auctioneers responsibility to confirm the date and time of each auction. Auctions are rarely cancelled due to inclement weather and in some instances will proceed even if the Authority and/or the City of Philadelphia has been closed for business.
- Read aloud the rules and regulations at the start of each auction.
- Provide at a minimum, two employees to work each auction (including the auctioneer).
- Supply a registered and insured vehicle appropriate for outdoor auctioning.
- Supply a public announcement system to facilitate each auction.
- Maintain a list of Bidders and a list of vehicles sales amounts throughout each auction. This information will be provided to the Auctioneer by the Authority before each auction.
- Have the capacity to auction 20 – 350 vehicles at each auction.
- Be available for no-sales. No-sales are vehicles not bid on during the auction that are made available at a set minimum price after the auction.
- Be available for bulk sales. Bulk sales occur after that auction and no-sale auction. Vehicles not purchased during the auction or no-sale auction are put into lots of 10-15 vehicles and sold at a minimum price per lot.
- The auctioneer's compensation will be based on a percentage of the gross sales of each vehicle sold. The auctioneer will receive payment and a detailed report of the vehicle sales within 14 days of each auction.

Auction Dates and Times:

- PPA Lot 7, 6801 Essington Avenue – every Tuesday – Preview at 11:00 AM, auction at 12:00 PM
- PPA Lot 2, 2535 S. Swanson Street – every other Thursday – Preview at 11:00 AM, auction at 12:00 PM
- PPA Lot 4, 3201 N. Delaware Avenue – every Saturday – Preview at 10:00 AM, auction at 11:00 AM

Auction dates and times are subject to change.

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 bid (Tab G)** in order to be considered.

Proposed 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.

The term of this Contract shall commence upon the execution of a contract and shall end 1 year thereafter, with 4 one-year Options to Renew at the sole discretion of the Authority, subject to the other provisions of this Contract. The Authority will provide 30 days of notice of its decision to renew this Contract. The Authority may terminate this Contract at any time in its sole discretion as provided in Section 6 of the sample contract.

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 bid to this public procurement process the potential contractor agrees to comply with the Contractor Integrity Provisions.

V-2. Minimum Insurance Requirements. The successful Bidder will be required to submit Insurance Coverage as outlined in *Appendix C*. The Bidder shall submit with their bid a sample certificate of insurance from a recent project that meets the requirements or a letter from its insurance company indicating that they will provide the required insurances as outlined in this bid.

Appendix A

Bid Form

NAME OF PRIME BIDDER.....

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

**ON-SITE AUTOMOBILE AUCTIONEER
Bid No. 17-30**

BID FORM

1. The undersigned submits this bid in response to the above referenced Bid No. 17-30, being familiar with and understanding the advertised Invitation for Bid, General Instructions, Work Statement, Bid Form, Affidavit of Non-Collusion, and Addenda if any (the “Bid 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 bid is the “Bidder”.
2. The Authority reserves the right to withdraw and cancel this bid prior to opening or to reject any and all bids after bids are opened if in the best interest of the Authority, in the Authority’s sole discretion. If the Authority accepts Bidder’s offer, Bidder agrees to execute a contract memorializing the bid’s terms if the contract is delivered to Bidder within 60 days of the bid opening date. This provision will not be interpreted to preclude the execution of a contract related to this Bid outside of that 60 day period.
3. Bidder acknowledges receipt of the following addenda:

Addendum	Date
_____	_____
_____	_____
_____	_____

4. **Fee Schedule:** Bidder agrees to provide auctioneer services as detailed in the Requirements for the fee listed below:

_____ **% of the gross sale price of each vehicle**

This fee is to be all inclusive, the Authority will not reimburse the auctioneer for any additional costs or expenses. The auctioneer will receive payment and a detailed report of the vehicle sales within 14 days of each auction.

5. **Term of Contract:** The term of this Contract shall commence upon the execution of a contract and shall end 1 year thereafter, with 4 one-year Options to Renew at the sole discretion of the Authority, subject to the other provisions of this Contract. The Authority will provide 30 days of notice of its decision to renew this Contract. The Authority may terminate this Contract at any time in its sole discretion as provided in Section 6 of the sample contract. There will not be an option to renew the auction services agreement.

NAME OF PRIME BIDDER.....

6. Requirement Statement: The undersigned Bidder agrees to provide on-site automobile auction services as specified in the Work Statement, any Addenda, if issued and the bid submitted.

Signature

Name
(Please Print)

Title

Date

NAME OF PRIME BIDDER.....

7. Offeror 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 bid 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 bid.

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 BIDDER.....

8. 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 bid and I have placed my signature below.

I state that:

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

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

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

(4) The bid 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 bid. 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 bid 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 bids / proposals for this contract.

Signature

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

Printed Name

Notary Public
My Commission Expires: _____

NAME OF PRIME BIDDER.....

9. Qualifications:

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

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

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

i.....

ii.....

iii.....

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

e. **Federal EIN Number:** _____

NAME OF PRIME BIDDER.....

INTENTIONALLY

LEFT BLANK

Philadelphia Parking Authority

SMALL DIVERSE BUSINESS PARTICIPATION SUBMITTAL

Bid Name and Number: _____

Bidder: _____

Primary Contact for Bidder: _____ **Email:** _____

BIDDER INFORMATION:

Does the bidder 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 Bidder will need to **attach a copy of their SBPI certificate**. Bidder will be required to maintain their status as a certified Small and Diverse Business throughout the entire term of the contract.



Bid Decline Form: Bid No. 17-30 – On-Site Automobile Auctioneer

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
- Unable to meet Requirements
- Unable to meet Bond/Insurance Requirements
- Requirements 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 Mary Wheeler, Manager of Contract Administration at mwheeler@philapark.org.

Appendix B
Sample Contract

**AGREEMENT FOR AUCTIONEERING SERVICES
BY AND BETWEEN
THE PHILADELPHIA PARKING AUTHORITY
AND**

Contract No. K-17-00____

THIS AGREEMENT effective as of the ____ day of _____, 2017 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, a professional auctioneer is sought to provide auctioneering services for conducting automobile auctions at Authority facilities subject to the terms and conditions set forth herein;

WHEREAS, in order to procure such auctioneering services, the Authority issued an Invitation for Bids "On-Site Automobile Auctioneer" Bid No. 17-30 on _____ ("IFB") a true and correct copy of the IFB is attached hereto as Exhibit "B"; and

WHEREAS, upon review of Company's Bid submitted to the Authority on _____, ("Bid") the Authority's Board voted at a public meeting to award this contract to Company. A true and correct copy of the Bid is attached hereto as Exhibit "C".

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 Company hereby agrees to perform the following auctioneering services ("Services"):

A. To perform high quality Services, as detailed in the IFB and Company's Bid, 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

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 _____, _____, who may be reached at 215-683-_____ or by e-mail at _____@philapark.org. However, the parties agree that only the Authority's Board or Executive Director may consent to any alteration or amendment to this Agreement, and in each such case in writing.

C. It is understood that the Authority shall have the absolute discretion to accept,

reject or modify any proposal, communication, press release, marketing document, outreach plan or any other form communication or offer related to the Authority that Company may bring to the Authority's attention during the term of this Agreement.

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

2. TERM.

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

3. CONSIDERATION AND PAYMENT.

A. For the performance of Services described herein, the Authority shall pay the Company in accordance with Section _____ of the Bid. Company agrees to accept such amounts resulting from the Services performed as the sole and full compensation for such Services.

B. Within fourteen (14) days of each auction, the Authority will provide Company with a detailed report of each auction and payment for the Services in accordance with paragraph A. No late fees, penalties, or interest may be assessed against the Authority for late payments.

C. 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.

4. 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.

5. 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.

6. LIQUIDATED DAMAGES

A. The parties to this Agreement agree that the Authority will be damaged in the event that the Services are performed in a timely manner and that the extent of such damage is very difficult to ascertain. Accordingly, the parties have agreed to establish liquidated damages in the amount of \$250 for every hour that Company is late for a scheduled auction. The liquidated damages set forth in this Article shall be cumulative and are not in lieu of any other damages to which Customer may be entitled due to Company's negligence or breach of this Agreement.

B. Company shall not be responsible for delay, non-delivery 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."

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 determine 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 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 19106
Attn: Dennis G Weldon, Jr.

Company:

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

H. Press Releases and Media Communication

Company shall obtain the prior written approval of the Authority concerning the content and timing of news releases, articles, brochures, advertisements, speeches and other information releases concerning the work performed or to be performed hereunder by Company, its sub-contractors or employees or contractors of either. Company agrees to give the Authority reasonable advance time for review of any material submitted to the Authority approval.

I. 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.

J. General Indemnity.

Company, for itself, its successors, assigns, agents, and sub-contractors hereby agrees to indemnify, hold harmless and defend the Philadelphia Parking Authority, the City of Philadelphia, and the Commonwealth of Pennsylvania and their agents, employees, representatives, attorneys, officers and directors (the "Indemnified Parties") from and against any and all liability for losses, (including those related to business interruption), damage (including special, consequential and incidental) liabilities, claims, demands, causes of action or expense (including attorney's fees and expenses) for which the Indemnified Parties may be held liable by reason of injury (including death or workers compensation) to any person (including Company's employees) or damage to any property of whatsoever kind or nature arising out of or in any manner connected with the work to be performed for the Indemnified Parties (including, but not limited to, work performed under this contract, work performed under Change Order, or any such other work performed for or on behalf of the Indemnified Parties), whether known or unknown to the Indemnified Parties or Company. It is expressly understood and agreed that the indemnity contained in this paragraph covers claims by Company's employees. It is further expressly agreed that Company assumes the fullest extent of all obligations to indemnify and defend all parties whom the Indemnified Parties are obligated to indemnify and defend in the Indemnified Parties contract with others (whether or not such obligations may extend to items beyond those addressed in this Agreement). This obligation to indemnify, defend and hold harmless shall survive termination of this Agreement.

K. 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.

L. Exhibits.

All Exhibits to this agreement are hereby incorporated by reference into, and made a party of, this Agreement.

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

N. 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 IFB (Exhibit "B"), (3) the Company's Bid (Exhibit "C") and (4) 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.

O. 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.

P. 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.

Q. 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.

R. 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 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 assessed against the Authority as a result of Company's performance under this Agreement.

S. 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 IFB, and all written summaries, findings and reports, and proposed policies and procedures produced by Company pursuant to this Agreement.

T. Insurance.

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

U. 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.

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: _____

Print Name: _____

Print Title: _____

By: _____

Clarena I.W. Tolson
Executive Director

APPROVED AS TO FORM

By: _____
Office of General Counsel

Company

Witness: _____

Print Name: _____

Print Title: _____

By: _____

Print Name: _____

Print Title: _____

Exhibit “A”
Philadelphia Parking Authority
CONTRACTOR INTEGRITY PROVISIONS

1. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
- b) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
- c) had any business license or professional license suspended or revoked;

- d) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
- e) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

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

**Exhibit “B”
Invitation for Bids**

**Exhibit “C”
Company’s Bid**

Appendix C

Minimum Insurance Requirements

THE PHILADELPHIA PARKING AUTHORITY
INSURANCE AND INDEMNIFICATION REQUIREMENTS
RFP No. 17-30 ON-SITE AUTOMOBILE AUCTIONEER

Prior to commencement of the contract and until completion of your work, _____ shall, at its sole expense, maintain the following insurance on it's 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):	\$ 5,000

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

- c) Owner must be named as additional insured as shown in requirement #10.

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 #10.

5. 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 \$100,000. _____ is responsible to pay any and all deductibles and/or self-insured retentions that may apply to the required insurance.

6. Financial Rating of Insurance Companies:

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

7. The Philadelphia Parking Authority, The City of Philadelphia, The Commonwealth of Pennsylvania its agents, employees, representatives, officers and directors individually and _____ collectively, shall be added as ADDITIONAL INSURED 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.

8. 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.
9. 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.
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 _____.

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.

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 statute shall be its own responsibility and at its own expense.
12. The carrying of insurance shall in no way be interpreted as relieving _____ of any responsibility or liability under the contract.
13. 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.

14. 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.
15. 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.

16. _____ 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.

17. 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.