



Philadelphia Parking Authority
Request for Proposal

Kiosk Replacement Batteries

RFP No. 15-22

Issue Date: November 6, 2015

The Philadelphia Parking Authority is soliciting written proposals for Kiosk Replacement Batteries for its parking kiosks located in the City of Philadelphia.

The Philadelphia Parking Authority requests that responses be submitted by:

2:00 PM EST on Friday, December 4, 2015

Delivery Instructions:

<p>Proposals may be Mailed or Hand Delivered</p>
<p>All copies of the RFP must be submitted to: Mary Wheeler Manager of Contract Administration 701 Market Street, Suite 5400 Philadelphia, PA 19106</p>
<p>Fax or email responses will NOT be accepted</p>

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

REQUEST FOR PROPOSALS – RFP No. 15-22 KIOSK REPLACEMENT BATTERIES

INSTRUCTIONS TO PROPOSERS

SUMMARY

When: Proposals must be submitted by 2:00 PM, Friday, December 4, 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) "Kiosk Replacement Batteries, RFP No. 15-22". All proposals must be presented with one (1) original and seven (7) copies, individually numbered 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 Friday, November 13, 2015 at 11:00 AM. Prospective vendors may call in to: 1-877-820-7831, Passcode: 131003.

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 kiosk replacement batteries 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. 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, November 24, 2015. Questions concerning this RFP are to be submitted in writing via email to Mary Wheeler at mwheeler@philapark.org with "RFP No. 15-22 Kiosk Replacement

KIOSK REPLACEMENT BATTERIES

PROPOSAL NO. 15-22

INSTRUCTIONS TO PROPOSERS

PAGE 1

Batteries" 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 Friday, December 4, 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 upon request. 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- General Warranty
- 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:

If and whenever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the Authority does not wish to rule out other competition and equal brands or makes, the phrase "or approved equal" is added. However, if a product other than that specified is proposed, it is the proposer's responsibility to identify such a product within the proposal, and to prove to the Authority that said product is equal to that specified, including but not limited to submitting brochures, samples, and/or other specifications in detail on the item(s) proposed. Samples must be submitted by Tuesday, November 24, 2015 at 2:00 PM to the attention of Mary Wheeler at 701 Market Street, Suite 5400, Philadelphia, PA 19106. Approval of samples will be emailed to all prospective proposers via addendum before the due date. Approval of any submitted sample shall be at the sole discretion of the Authority.

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 the furnishing of Kiosk Replacement Batteries or be subject to any other liability whatsoever on any legal theory concerning the provision if furnishing Kiosk Replacement Batteries 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, 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 concerning 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.

The vendor must include in **Tab G** of Proposal, a description of all warranty provisions and preventive maintenance operations proposed for this Request for Proposal.

17. Contract Period:

Commencing with the Effective Date, the term of the final Contract shall be in effect for three (3) years and shall expire automatically and without notice three (3) years from said date, unless terminated earlier by the Authority. 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 to 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:

All items proposed under this solicitation must comply with the Made In USA Standard. Vendors interested in submitting an approved equal for this solicitation must provide samples of the items proposed for this contract. Samples will be received on or before Tuesday, November 24, 2015 at 2:00 PM and must be approved by the Authority in order to proceed with submitting a proposal. All samples must include the name of the Vendor and a company contact person for this solicitation. All packages must be clearly marked (*not* typewritten) "Kiosk Replacement Batteries, RFP No. 15-22" and mailed or hand delivered to Mary Wheeler, Manager of Contract Administration as listed below. Samples will not be accepted after Tuesday, November 24, 2015 at 2:00 PM.

The Philadelphia Parking Authority
701 Market Street, Suite 5400
Philadelphia, Pa 19106
ATTN: Mary Wheeler
Manager of Contract Administration

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.

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 acceptable to the Philadelphia Parking Authority, in an amount equal to at least ten percent (10%) of the amount of the respective proposal, 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. 15-22 KIOSK REPLACEMENT BATTERIES

BATTERY SPECIFICATIONS

- The Authority uses two different kiosk machines in the management of their on-street parking operations.
 1. Metric Aura Kiosk
 2. Parkeon Strada BNA Kiosk
- The Authority is soliciting proposals for the procurement of 1,020 Kiosk Replacement Batteries for the Metric Aura Kiosks and 80 batteries for the Parkeon Strada BNA Kiosks.
- Batteries shall have a 5-year minimum life-expectancy.
- Vendor must seek approval for any substitution battery by submitting a sample on or before November 24, 2015 at 2:00 PM. Approval of equal batteries will be emailed to all prospective proposers via addendum before the due date. Approval of any battery substitution shall be at the sole discretion of the Authority.
- All batteries shall have at least a one year warranty which should be documented in Tab G of proposal.
- Vendors may bid on one battery or both batteries on the proposal cost form.

Core Credit

- Vendor will be responsible for the pick-up and disposal of old batteries at the request of the Authority. It is estimated that 200 batteries will be ready for pick up per request starting with the second order.
- Credit price for the cores should be reflected in Section 6 of the Proposal Form.

Metric Aura Kiosk

- The Authority has identified one battery that meets the requirements of the Metric Aura Kiosks that are currently in use; Werker WKDC12-55P (or approved equal).
- Batteries for the Metric Aura Kiosk will be purchased in partial orders. It is estimated that the Authority will order 200 batteries per month until the order is fulfilled (approximately 5 orders).

Werker WKDC12-55P or approved equal

1. 12V
2. 55Ah
3. -4 to 140 degrees Fahrenheit
4. Excellent recovery from deep discharge
5. Built-in lifting rope or handle
6. Terminal type: Lug terminal or similar - see photo
7. Approximate dimensions: 228 x 137 x 208 mm
 - 226 mm total height with terminals
7. Corrosion-resistant terminal bolts to be included
8. Sealed construction
9. Cyclic-use only



Parkeon Strada BNA Kiosk

- The Authority has identified one battery that meets the requirements of the Parkeon Strada BNA Kiosks that are currently in use; Fiamm FG-22703 (or approved equal).
- Batteries for the Parkeon Strada BNA Kiosk will be purchased with one single order.

Fiamm FG-22703 or approved equal

1. 12V
2. 27Ah
3. -4 to 122 degrees Fahrenheit
4. Excellent recovery from deep discharge
5. Terminal type: Lug terminal or similar - see photo
6. Approximate dimensions: 166 x 175 x 125 mm
7. Corrosion-resistant terminal bolts to be included
8. Sealed construction
9. Cyclic-use only



KIOSK REPLACEMENT BATTERIES

PROPOSAL NO. 15-22

NAME OF PRIME PROPOSER.....

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

REQUEST FOR PROPOSALS – RFP No. 15-22 KIOSK REPLACEMENT BATTERIES

PROPOSAL FORM

1. The undersigned, having familiarized ___self/selves with the proposal documents to procure Kiosk Replacement Batteries, 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, hereby proposes to furnish Kiosk Replacement Batteries 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 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 and 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 proposal for the contract for which this proposal is submitted.
4. Attached hereto is a cashier's check, certified check or bid bond in the amount of ten percent (10%) of the total proposal for this project.
5. Proposer acknowledges receipt of the following addenda:

Addendum	Date
_____	_____
_____	_____
_____	_____

NAME OF PRIME PROPOSER

6. Proposer agrees to furnish Kiosk Replacement Batteries in accordance with the Specifications for the prices stated below:

Battery Type – Metric Aura Kiosk	Unit Cost	Total Cost for 1020 Batteries
Werker WKDC12-55P	\$	\$
(approved equal)	\$	\$

Battery Type – Parkeon Strada BNA Kiosk	Unit Cost	Total Cost for 80 Batteries
Fiamm FG-22703	\$	\$
(approved equal)	\$	\$

CORE CREDIT		
Battery Type	Core Credit	Total Credit for all Batteries
Werker WKDC12-55P	\$	\$ (1020)
Fiamm FG-22703	\$	\$ (80)
Total Core Credit		\$

PROPOSAL TOTAL	
Total Cost for Metric Aura Kiosk Batteries (1020)	\$
Total Cost Parkeon Strada BNA Kiosk Batteries (80)	\$
Sub Total	\$
Core Credit – All batteries	\$
TOTAL	\$

Handwritten
Total _____

KIOSK REPLACEMENT BATTERIES

NAME OF PRIME PROPOSER.....

- 7. **Contract Period:** Commencing with the Effective Date of the Contract the term of the Contract shall be for three (3) years and shall expire automatically and without notice three (3) years from said date, unless terminated earlier by the Authority. 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 deliver the specified quantities of Kiosk Replacement Batteries as outlined in the Requirements within 30 business days of receiving the purchase order.

Signature

Name
(Please Print)

Title

Date

NAME OF PRIME PROPOSER.....

9. **Specification Statement:** The undersigned vendor agrees to furnish Kiosk Replacement Batteries 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



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

Proposal Decline Form: Request for Proposals to furnish Kiosk Replacement Batteries

RFP No. 15-22

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 project¹.

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.

KIOSK REPLACEMENT BATTERIES

PROPOSAL NO. 15-22

PROPOSAL FORM

PAGE 11

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.

KIOSK REPLACEMENT BATTERIES

INSURANCE REQUIREMENTS

PROPOSAL NO. 15-22

PAGE 1

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. If professional services are involved - Professional (E&O) Liability Insurance with minimum acceptable limits of \$1,000,000 per claim, \$2,000,000 aggregate. Claims-made is acceptable.
6. 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.
7. 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.
8. Financial Rating of Insurance Companies:
 - a) A.M. Best Rating: A- (Excellent) or Higher
 - b) A.M. Best Financial Size Category: Class VII or Higher
9. The Philadelphia Parking Authority, 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.
10. 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.
11. 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 _____

KIOSK REPLACEMENT BATTERIES

_____ 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.

12. 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.

13. 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.

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

15. 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.

16. 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.

17. 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.

18. _____ 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.
19. 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.
20. _____ 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 OF SALE
BY AND BETWEEN
THE PHILADELPHIA PARKING AUTHORITY
AND**

PPA Contract No.

THIS AGREEMENT effective as of _____ day of _____, 2015 by and between **The Philadelphia Parking Authority**, an agency of the Commonwealth of Pennsylvania and a body corporate and politic, with its principal address at 701 Market Street, Suite 5400, Philadelphia, PA 19106 (the "**Authority**") and _____, a _____, with its primary place of business at _____ ("**Company**").

WITNESSETH:

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

WHEREAS, the Authority, in the public interest, desires to purchase high-quality replacement batteries for the Authority's parking kiosks ("**Batteries**"); and

WHEREAS, in order to procure such Batteries, the Authority issued a Request for Proposals No. 15-22 Kiosk Replacement Batteries on _____ (hereinafter "**RFP**"); and

WHEREAS, Company submitted a conforming Proposal to the RFP on _____ (hereinafter "**Proposal**") and is in the business of distributing Batteries of the type that the Authority desires to purchase; and

WHEREAS, Company has proposed that it will provide the Batteries; and

WHEREAS, after due consideration and deliberation within the Authority, Company was selected to provide the Batteries upon the successful negotiation of this Agreement and assent of the Authority's Board; and

WHEREAS, the Authority desires to engage Company for such purposes.

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 services ("**Services**"):

A. To furnish Batteries in accordance with the Specifications detailed in the RFP, a true and correct copy of which is attached hereto as Exhibit "A" and incorporated throughout this Agreement, and Company's Proposal, a true and correct copy of which is attached hereto as Exhibit "B" and incorporated throughout this Agreement;

B. To adhere to all of the terms of the RFP, Proposal, and all terms and conditions of this Agreement; and

C. To coordinate the delivery and fulfillment of this Agreement with the Authority representative listed below, or if she is unavailable, with the Executive Director of the Authority or one of his Deputies.

**Ernest Rodriguez
Philadelphia Parking Authority
701 Market Street, Suite 5400
Philadelphia, PA. 19106
Business Phone: 215.683.9673**

2. TERM

The Term of this Agreement shall commence on the date first written above and shall expire three (3) years thereafter whereupon it shall terminate automatically and without notice, unless terminated earlier as hereinafter provided. The Term of this Agreement may be extended by written mutual Addendum to this Agreement.

3. CONSIDERATION AND PAYMENT

A. The Authority agrees to pay and Company agrees to accept, as payment in full, a total purchase price for the Batteries of _____.

In the alternative, the Authority agrees to pay and Company agrees to accept, as payment, a unit price for the Batteries as follows:

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

C. Company shall invoice the Authority upon delivery of the Batteries to the Authority. All invoices shall be identified with a Purchase Order number supplied by the Authority and shall be submitted to:

**Accounts Payable
The Philadelphia Parking Authority
3101 Market Street, 2nd Floor
Philadelphia, PA 19104**

Company shall not invoice any Authority employee for any items supplied pursuant to the Agreement.

4. TERMS OF DELIVERY

A. Delivery of the Batteries shall be made by Company to the Authority within thirty (30) days of the date of this Agreement. Failure by Company to deliver the merchandise covered by this Agreement within the specified time shall constitute a breach of this Agreement and shall release the Authority from any and all liabilities or obligations hereunder.

B. THE TIME OF DELIVERY IS OF THE ESSENCE. IF A TENDER OF CONFORMING BATTERIES IS NOT MADE BY THE SCHEDULED DELIVERY DATE, COMPANY MAY, AT THE SOLE DISCRETION OF THE AUTHORITY, HAVE AN OPPORTUNITY TO MAKE A LATER CONFORMING TENDER. Company shall promptly notify the Authority in writing of any anticipated delay in the scheduled delivery date, and the Authority reserves the right, in order to maintain the scheduled delivery date, to require Company to expedite delivery by shipping via a speedier, alternate transport means. Additional costs attributable to such expedited delivery shall be paid by Company. Company shall be liable for all resulting damages to the Authority occasioned by delay in delivery. Delivery shall not be deemed to be complete until the Batteries has been actually received and accepted by the Authority. Advance and excess shipments may at the Authority's option be rejected and returned to Company at Company's expense. Failure by Company to deliver the Batteries covered by this Agreement within the specified time shall, at the Authority's sole discretion, constitute a breach of this Agreement and shall release the Authority from any and all liabilities or obligations hereunder.

C. Upon Delivery, the Batteries shall be inspected by the Authority to assure conformity with the Authority's RFP. In the event that the Batteries fails to be compatible in any way, the non-conforming Batteries may be returned to Company with Company's obligation to take adequate remedial action as to the non-conforming Batteries or replace such Batteries with conforming Batteries in either case, within fourteen (14) calendar days of rejection by the Authority, or the delivery of such non-conforming Batteries in the first or any subsequent instance, shall be deemed, at the Authority's sole discretion, a breach of this Agreement by Company and shall release the Authority from any and all liabilities or obligations associated with this Agreement. The Authority's inspection, discovery of any breach of warranty, failure to make an inspection or failure to discover any breach of warranty shall not constitute a waiver of any of the Authority's rights or remedies whatsoever.

D. For purposes of this Agreement "Delivery" shall mean the normal business day of the Authority upon which the Batteries is transferred to the physical and titular possession of the Authority.

E. The Authority shall have five (5) business days from the date of Delivery to reject non-conforming Batteries.

5. LIQUIDATED DAMAGES

A. Upon the occurrence of an event, default or breach by Company, including the initial failure to meet the Terms of Delivery of conforming Batteries as outlined in Section 4 of this Agreement, Company shall be liable for, and the Authority shall be entitled to recover, liquidated damages in the amount of ten percent (10%) of the unit price of the Batteries. Thereafter, Company shall be liable for, and the Authority shall be entitled to recover, liquidated damages in the amounts listed above for every thirty (30) days that the Batteries fails to meet the Terms of Delivery as outlined in Section 4 of this Agreement. The parties hereby agree and acknowledge that calculation of the damages from a breach would be difficult to estimate accurately and that the foregoing percentage is a reasonable approximation thereof and is intended as the fair allocation and liquidation of damages.

B. Company shall not be responsible for delay, 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," or by any other unavoidable cause at any stage of manufacture or transit of the Batteries beyond the Company's control.

6. RIGHTS AND REMEDIES

If an event or default occurs, the Authority shall, at its sole discretion, in addition to the right of cancellation and liquidated damages, be entitled to all remedies for a breach of contract set forth in the UCC and all other remedies available at law or in equity. Additionally, the Authority may, at its option:

- A. Refuse to accept delivery of the Batteries;
- B. Refuse to accept a subsequent tender of substitute, conforming Batteries;
- C. Return nonconforming or late delivered Batteries to Company at Company's expense and, at the Authority's option, either recover all payments made therefore and expenses incident thereto, or at Company's expense, receive replacement therefore;
- D. Recover any advance payments from Company for undelivered Batteries;
- E. Rework the Batteries to make them conform to the warranties and charge Company for the expense thereof;

F. Use the Batteries for a purpose other than the purpose originally intended and charge Company for the amount by which the purchase price exceeds the price of Batteries normally required for such alternative purposes;

G. Have Company repair or replace defective Batteries at Company's expense;

H. If defective Batteries are repaired or replaced by the Authority or Company, charge Company for all costs and expenses of repairing or restoring non-defective Batteries distributed as a consequence of repairing or replacing defective Batteries.

I. If the Batteries cause any harm or damage to any Authority property, charge Company for all costs and expenses of repairing or replacing such property.

The Authority shall be entitled to exercise any or all of the remedies specified above or each of such remedies in part, provided, however, that the Authority shall not be permitted to recover more than once for any part of a performance called for by these Terms and Conditions. NONE OF THE REMEDIES AVAILABLE TO THE AUTHORITY HEREUNDER MAY BE LIMITED EXCEPT TO THE EXTENT AND IN THE MANNER AGREED UPON BY THE AUTHORITY IN A SEPARATE AGREEMENT SPECIFICALLY DESIGNATING SUCH LIMITATION AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE AUTHORITY.

7. WARRANTIES

Company expressly warrants that all Batteries purchased and delivered hereunder:

A. shall strictly conform in all respects with the Authority's descriptions and specifications incorporated herein,

B. shall strictly conform in all respects to any samples, drawings, specifications or other written documents presented to the Authority in connection with the sale of such Batteries to the Authority,

C. shall be merchantable, fit for the purpose for which such Batteries is intended, shall comply with industry standards and shall conform with the description of the product in the purchase order provided to Company,

D. shall be free from all defects, including latent defects, in workmanship and material design, and

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

In addition to the foregoing express warranties, the Batteries purchased hereunder shall be subject to all warranties arising by operation of law. These warranties shall survive inspection,

delivery, acceptance, and payment, shall run to the Authority, its officers, agents, employees, successors, assigns, customers and users of the Batteries and shall not be deemed to be exclusive.

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

7. 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 the 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 Conflict of Interest Policy.

8. CANCELLATION

The Authority may, by written notice to Company, cancel this agreement, or any part of it, **without affecting other parts**, upon the occurrence of any of the following events ("Events of Default"):

A. Company fails fully to perform any of its obligations under the Terms and Conditions, including without limitation, the timeliness of delivery, the conformity of Batteries delivered or conformity with any express or implied warranty hereunder;

B. The commencement of an involuntary case or the filing of a petition against Company (i) seeking reorganization, arrangement, adjustment or composition of or in respect of Company under the Federal Bankruptcy Code as now or hereafter constituted, or under any other applicable Federal or state bankruptcy, insolvency, reorganization or other similar law, (ii) seeking the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator, or similar official of Company for any part of its property, or (iii) seeking the winding up or liquidation of its affairs, and such involuntary case or petition is not dismissed within thirty calendar days after the filing thereof;

C. The commencement by Company of a voluntary case or the institution by Company of proceedings to be adjudicated as bankrupt or insolvent, or the consent by it to the institution of bankruptcy or insolvency proceedings against it, under the Federal Bankruptcy Code as now or

hereafter constituted, or any other applicable Federal or state bankruptcy or insolvency or other similar law;

D. The consent by Company to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator, or other similar official of Company for any substantial part of its property;

E. The making by Company of any assignment for the benefits of creditors;

F. The admission by Company in writing of its inability to pay its debts generally as they become due or the failure of Company to generally pay its debts as such become due;

G. The taking of any corporate action by Company or its shareholder or Board of Directors or any committee thereof in furtherance of any of the foregoing; or

H. The Authority in its reasonable opinion believes that Company's ability to perform this Purchase Order is in danger or impaired.

In the event of such cancellation, the Authority shall have the rights and remedies set forth in Paragraph 6, above, and the Authority's sole liability to Company shall be for conforming Batteries completed and delivered to the Authority in accordance with the Purchase Order. Whenever the Authority has the right to demand of Company adequate assurance of due performance, the Authority shall be the sole judge of the adequacy of assurance given by Company.

9. TERMINATION FOR CONVENIENCE OF AUTHORITY

The Authority and Company 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 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 the Company hereunder are the Company's sole remedy and right with respect to termination under this paragraph.

10. GENERAL TERMS AND CONDITIONS

A. Confidential Matters.

Company agrees that it will treat as confidential any information or document from the files of the Authority which may come into their possession in pursuit of its duties under this Agreement.

B. 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. 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.

C. 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.

D. 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.

E. 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 19106
Attn: Dennis G. Weldon, Jr.
General Counsel

The Company:

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

Any party may alter the address to which communications are to be sent by giving notice of such change of address in conformity with the provisions of this Section. Notice shall be deemed to

be effective, if personally delivered, when delivered; if mailed, at midnight on the third business day after being sent by registered or certified mail; and if sent by nationally recognized overnight delivery service, on the date of delivery by such delivery service.

F. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its choice of law considerations. Exclusive venue for all claims arising from or relating to this Agreement shall be in the state or federal courts located in Philadelphia County, Pennsylvania; at the Authority's option, disputes shall be resolved in the Philadelphia Court of Common Pleas Commerce Court.

G. Jurisdiction.

Each party agrees (1) to submit to personal and exclusive jurisdiction, and (2) that venue is proper, in the Federal courts of the Eastern District of Pennsylvania and the Philadelphia Court of Common Pleas in connection with any dispute arising under or relating to this Agreement.

H. Trade Names, Trademarks and Trade Dress.

(a) Company agrees to comply with all the Authority instructions regarding the trade dress, packaging, trade names, trademarks, service marks or other indicia of source which shall appear on items to be delivered under this Agreement. Company further agrees that, after delivery of said item(s) to the Authority or a designated the Authority vendor, the Authority may modify the trade dress or packaging thereof, and/or replace, modify, or supplement any indicia of origin appearing thereon, to identify the Authority as the source of said item(s).

(b) Company shall not use any mark or trade name of the Authority or refer to the Authority in connection with any product, equipment, promotion, or publication without the prior written approval of the Authority.

I. Public Release of Information; Identification.

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 subCompanies or employees or consultants of either. Company agrees to give the Authority reasonable advance time for review of any material submitted to the Authority for approval. Company shall not affix or display its logo, name or otherwise advertise its identity on any part of the System without the prior written approval of the Authority.

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. 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.

M. General Indemnity.

Company, for itself, its successors, assigns, agents, and subcontractors hereby agrees to indemnify, defend, hold harmless and defend The Philadelphia Parking Authority, the City of Philadelphia, and the Commonwealth of Pennsylvania and their agents, employees, representatives, 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 any 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 for or on behalf of the Indemnified Parties), 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 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.

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 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.

O. 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. In the event that any provision(s) of this Agreement conflict with any provision(s) of any Purchase Orders the provision(s) of the Agreement shall in all events control.

P. Risk of Loss.

Risk of loss for delivery of the Batteries shall not pass to the Authority until received and accepted by the designated Authority representative.

Q. 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.

R. Right to Enter Agreement.

Contractor represents and warrants that it has the right to enter into this Agreement, to perform all of its obligations hereunder and grant the rights granted herein.

S. Taxes.

(a). 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: _____.

(b). 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.

T. 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.

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

Witness: _____

Print Name: _____

Print Title: _____

By: _____

Print Name: _____

Print Title: _____