

**The Philadelphia Parking Authority
Mellon Independence Center
701 Market Street, Suite 5400
Philadelphia, PA 19106**

**RFP No. 15-25 – Powder Coating of Single Head Parking Meters
Addendum Two**

To: See Email Distribution List
From: Mary Wheeler
Manager of Contract Administration
Date: December 15, 2015
No Pages: 3 (Including Cover Page)

This addendum is issued on December 15, 2015 prior to the proposal due date to add, delete, modify, clarify and/or to respond to questions submitted by prospective proposers regarding the work included in the above referenced request for proposals.

CLARIFICATIONS, CHANGES AND ADDITIONS TO THE RFP DOCUMENTS

1. **Paint Color:** RAL#7011, Iron Gray
2. **Revised Proposal Dates:**
 - Question Deadline: December 23, 2015 at 2:00 PM
 - Samples Due: December 28, 2015 at 2:00 PM
3. **Packing and Shipping:** Suggested plans for packing and shipping of meter parts should be included in the proposal and will be a factor in the determination of the award. Shipping methods proposed by vendors will be reviewed and taken into consideration but may be modified through negotiations with the Authority upon the award of contract to the successful bidder.
4. The shipping dock height at the Authority is 48”.

QUESTIONS

1. **Question:** What financial statements are required? Income statement? Balance Sheet? Will these statements be kept confidential or will they become public record?

Response: We are looking for the income statement and balance sheet. All financial information is kept confidential and not included in any Right to Know Request.

- 2. Question:** Warranty – what warranty provisions are expected?
Response: Refer to item #16 in the Instructions to Proposers.
- 3. Question:** How many copies of our proposal should we submit?
Response: Refer to page 1 of the Instructions to Proposers.
- 4. Question:** Security of 10% - Is the PPA expecting a security deposit equal to 8350 meters time the quoted price per meter?
Response: Yes, 10% of the total cost for 8350 meters payable with a bid bond, certified check or cashier's check.
- 5. Question:** Does the PPA hold the check or cash it right away?
Response: The checks are generally held until the project is awarded by the Authority's Board of Directors.
- 6. Question:** If we are not awarded the contract, when are these funds returned?
Response: If you are not awarded the contract your check will be returned with your notification letter.
- 7. Question:** If we are awarded the contract when will the funds be returned?
Response: If you are awarded the contract the funds will be returned once the contract has been fully executed by both parties.
- 8. Question:** Will the vendor company get any interest on these funds and if so how much?
Response: No.
- 9. Question:** What is the purpose of these funds and how will they be drawn down?
Response: The funds are held 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.
- 10. Question:** Will company be notified if the funds are used and why?
Response: In the event that the winning proposer does not execute a contract the Authority reserves the right to negotiate liquidated damages which would be taken out of the proposal security.
- 11. Question:** Are these the full specifications for the paint? There of several shades of gray. Is there a color number (like RAL#) to confirm show color?
Response: RAL # 7011, Iron Gray
- 12. Question:** How will parts for pick-up be packed? Bull bins, cardboard boxes or other? Will PPA provide pallets for the meters to be picked up?
Response: Please see Addendum #2, Clarification #3.
- 13. Question:** How is PPA expecting meters to be shipped and returned? Is company responsible for individually wrapping and protecting paint of the newly painted meters?
Response: Please see Addendum #2, Clarification #3.

- 14. Question:** Is company responsible for individually wrapping and protecting paint of the newly painted meters?
Response: The vendor is responsible for delivering the parts safely without damage.
- 15. Question:** Are there any specifications or expectations regarding how the meters are shipped back? Can the vendor make special containers for PPA to ship/receive meters that get returned to company?
Response: The parts must be easily inventoried upon off-loading from the vendor's vehicle. Please also see Addendum #2, Clarification #3.
- 16. Question:** Will all 750 or monthly meters be available for pickup on the same day? If not, how many pickups per month on average should we assume?
Response: See Addendum #1, Clarification, Changes and Additions to the RFP document.
- 17. Question:** How long could this project take? There is no end date in the agreement? It ends when 8350 meters are painted but can there be a time limit added since price is fixed?
Response: Since the completion time is approximately 2.5 years, there can be a fixed time of three years or upon completion of 8,850 meters, whichever is earlier.
- 18. Question:** PPA may submit an additional 500 meters for same price for a period of not less than one year. There is no time cap on this. Can the PPA put a time cap or allow for inflation adjusted prices if they come back years later?
Response: The contract period will now be for 3 years for all meters.
- 19. Question:** PPA can get out of contract with 30 days' notice. Company can get out of contract for war, floods, fire or bankruptcy. Will PPA allow company to get out of contract for other non-trivial reasons like "death of owner", with notice like 90 days? If PPA will allow company to exit for reason with 90 days please advise how this will be added to the contract.
Response: While the Authority will not include a mutual termination clause, there are provisions in the sample agreement that allow termination due to a company's inability to perform.
- 20. Question:** Please clarify penalty. It say penalty is 10% of unit price for every 30 days. This implies if 90 days late then PPA gets 30% discount off until price and if 10 month late painting is free. (We do NOT expect to ever be late but want to understand contract intent and risk.)
Response: The interpretation of the liquidation clause in Question #20 is correct.

END OF ADDENDUM TWO