



***Invitation for Bids***

**Regulation Signs and Decals 2017**

**Bid No. 17-12**

**Issue Date: Friday, May 5, 2017**

**The Philadelphia Parking Authority is seeking bids from qualified vendors to procure parking regulation signs and decals.**

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

**2:00 PM EST on Thursday, June 8, 2017**

**Delivery Instructions:**

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

**INVITATION FOR BIDS – BID NO. 17-12 REGULATION SIGNS AND DECALS 2017**

**INSTRUCTIONS TO BIDDERS**

**SUMMARY**

<b>When:</b>	Bids must be submitted by 2:00 PM, Thursday, June 8, 2017.
<b>Where:</b>	Philadelphia Parking Authority Attention: Mary Wheeler, Manager of Contract Administration 701 Market Street, Suite 5400, Philadelphia, PA 19106
<b>How:</b>	Bids 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 ( <i>not</i> typewritten) "Regulation Signs and Decals 2017, Bid No. 17-12". All Bids must be presented with one (1) original and seven (7) copies, individually numbered, one copy in single-sided loose leaf binder, suitable for photocopying, and an electronic version in one PDF.
<b>Pre-Bid Meeting:</b>	A mandatory Pre-Bid Meeting will be held in the offices of the Authority, located at 701 Market Street, Suite 5400, Philadelphia, Pa 19106 on Friday, May 12, 2017 at 11:00 AM.

**1. Introduction:**

This Invitation for Bids is being issued by the Philadelphia Parking Authority (the "Authority"). The Authority is soliciting written Bids from qualified vendors in order to procure parking regulations signs and decals under a contract with the Philadelphia Parking Authority. The sole contact at the Authority shall be Mary Wheeler, Manager of Contract Administration, 701 Market Street, Suite 5400, Philadelphia, PA 19106 or via email at [mwheeler@philapark.org](mailto:mwheeler@philapark.org).

**2. Procurement Questions:**

Prospective bidders are encouraged to submit questions concerning the bid in writing no later than 2:00 PM Thursday, May 25, 2017. Questions are to be submitted in writing via email to Mary Wheeler at [mwheeler@philapark.org](mailto:mwheeler@philapark.org) with "Bid No. 17-12 Regulation Signs and Decals 2017" 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 bidders. Any furnished answers will not be official until they have been verified, in writing, by the Authority to all prospective bidders. 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.

**3. Bid Conditions:**

Sealed Bids must be received in the office of the Philadelphia Parking Authority, 701 Market Street, Suite 5400, Philadelphia, PA 19106, by 2:00 PM on Thursday, June 8, 2017. 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. Only those vendors in attendance

at the mandatory pre-bid meeting will be eligible to submit a response to this invitation for bids.

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

The Bids *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. Bid Format:**

All Bids 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 Bid. Bids 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 Bidders. Forms that are altered by the Bidder may be grounds for rejection of the Bidders offer.

The tab requirements are as follows:

- Tab A Letter of Transmittal
- Tab B Executive Summary
- Tab C Bid Security
- Tab D Financial Statement
- Tab E Insurance Requirements
- Tab F Bid Form
- Tab G General Warranty
- Tab H Additional Attachments
- Tab I Unacceptable Contract of Insurance Terms

#### **6. Bid Qualifications:**

Bidders must present evidence satisfactory to the Authority that they are fully competent to perform the conditions of the Contract. Bidders 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, bidders must submit, as part of this Bid, information stipulated in the Bid Qualification Form (Bid Form, Section 12) attached hereto and proof of ability to furnish the items as outlined in the Specifications.

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

The Authority has identified the basic approach to meeting its requirements, allowing bidders 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 bidder's responsibility to identify such a product within the Bid, 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. Approval of any Bids submitted shall be at the sole discretion of the Authority.

#### **8. Executed Contract Required:**

Notwithstanding completed review and submission of all Invitation for Bid's and response documents, and regardless of any formal or informal public or private statements emanating from any official of the Authority or the

Bidder, including any notice of “contract award” from the Authority, the Authority will not be legally bound to any contract for the furnishing of parking regulation signs and decals or be subject to any other liability whatsoever on any legal theory concerning the provision if furnishing parking regulation signs and decals 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 Bidder.

A sample of the PPA standard contract is included as Exhibit A. Please review the contract carefully. Any exceptions or requested changes to the contract must be clearly noted in the proposal (Tab I) in order to be considered. Any contract exceptions or changes submitted after proposals are received will not be considered. The Authority is not obligated to accept the requested changes. The Authority may accept some or all changes or may refuse.

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

An Evaluation Committee comprised of Authority personnel will review all Bids and select the lowest responsible bidder(s). Upon the conclusion of their review, the lowest responsible bidder(s) will be selected to execute the contract. The Authority may, at its sole discretion, select more than one bidder to execute a contract. After execution of the contract by the bidder(s), the Committee will make a recommendation to the Authority’s Board of the lowest responsible bidder(s) with the highest quality and best terms. In qualifying a bidder as responsible, the Authority will consider the bidder’s ability to meet the administrative requirements, terms and conditions of the bid. Bidders will be evaluated on factors including, financial capability, ability to meet all specifications, quality of samples submitted, level of disadvantaged business participation and cost.

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 the Bid 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 Bids 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 Bid. In the event of default by a successful bidder, or the bidders’ refusal to enter into the Contract with the Authority, the Authority hereby reserves the right to re-bid the Contract or to accept the Bid of the next lowest responsible bidder at the Authority's sole option.

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 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 Bid by such bidder prior to the hour and date set for the opening of Bids. After scheduled time for opening of Bids, no bidder will be permitted to withdraw their Bid, 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 in the Authority's opinion, the Bid is inconsistent with the best interest of the Authority.

**10. 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.

**11. Clarification of Instructions:**

Should the prospective bidder find a discrepancy in or an omission from the Specifications or Instructions to Bidders, 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](mailto:mwheeler@philapark.org), who will clarify any discrepancies by sending written instructions to all bidders.

**12. Restriction of Contact:**

From the issue date of this bid until the Authority’s Board approves the negotiated contract, Mary Wheeler,

Manager of Contract Administration, is the sole point of contact concerning this bid. Any violation of this condition may be cause for the Authority to reject the offending offeror's bid. If the Authority later discovers that the offeror has engaged in any violations of this condition, the Authority may reject the offending offeror's bid or rescind its award. Bidders must agree not to distribute any part of their Bids beyond the Authority. A bidder who shares information contained in its Bid with other Authority personnel and/or competing bidder personnel may be disqualified.

**13. Notification of Bidder Selection:**

The Authority shall 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. 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.

**14. Financial Statement (TAB D):**

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 bidder.

**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 Bid, bidders 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 bidder of liability in respect to any expressed warranties or responsibility for faulty materials or workmanship.

The vendor must include in **Tab G** of their Bid, a description of all warranty provisions and preventive maintenance operations proposed for this Invitation for Bid (if applicable).

**17. Contract Period:**

Commencing with the Effective Date, the term of the final Contract shall be in effect for three (3) years with the option for two (2) one (1) year extensions at the same agreed upon cost at the Authority's discretion. The Authority at its sole discretion, shall have the right to terminate the contract upon thirty (30) days written notice. A sample contract is attached as Exhibit A for reference.

**18. Executive Summary:**

The vendor will include in **Tab B** of their Bid, a brief summation of the highlights of the Bid 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 bidders in the instant process are advised to review such disclosure issues.

**20. Business Licenses:**

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

detailed in this bid.

**21. Evaluation of the Bid:**

A committee consisting of Authority staff and legal counsel to the Authority will have sole responsibility for reviewing and evaluating all bids submitted in response to this invitation for bids. The committee will utilize the following rating system to evaluate all Bids submitted:

<b>Evaluation Criteria</b>	<b>Weighted Percentage</b>
Administrative Requirements	5%
Disadvantaged Business Participation	5%
Financial Stability of Vendor	10%
Ability to Meet Specifications	20%
Quality of Samples Submitted	20%
Pricing	40%

**22. Submitting Samples:**

All items proposed under this solicitation must comply with the Made in USA Standard. Vendors interested in submitting a bid for this solicitation must provide samples of the items proposed for this contract. Samples will be received on or before Thursday, June 8, 2017 at 2:00 PM. 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) "Regulation Signs and Decals 2017, Bid No. 17-12" and mailed or hand delivered to Mary Wheeler, Manager of Contract Administration as listed below. Samples will not be accepted after Thursday, June 8, 2017 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 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](mailto:mwheeler@philapark.org).

**25. Invoicing:**

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

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

**26. Shipping and Delivery:**

The vendor will be responsible for all shipping and delivery costs of the specified items required to support their Bid. This includes the submission of samples.

**27. Bid Security (Tab C):**

Each Bid 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 Bid, payable without condition to the Philadelphia Parking Authority as a guaranty that the bidder, if awarded the Contract, will promptly execute the Agreement in accordance with the Bid and the other Contract Documents.

**28. Insurance Requirements:**

The bidder shall submit in **Tab E** of their Bid 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 B of this bid.

**29. Delivery:**

All regulation signs and decals must be delivered within seven (7) days of receiving each order. Deliveries shall be made to 701 Market Street, Suite 5400, Philadelphia, Pa 19106. All cost associated with delivery shall be built into the unit cost submitted on the bid form.

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

**INVITATION FOR BIDS – BID No. 17-12 REGULATION SIGNS AND DECALS 2017**

**SPECIFICATIONS**

The Philadelphia Parking Authority is soliciting Bids for the fabrication of parking regulation signs and decals. This contract will be for a period of three (3) years with option to renew for two (2) one (1) year terms at the sole discretion of the Authority.

**SIGNS**

**Materials**

White High Performance Vinyl  
.063 or .080 Standard Aluminum  
Blanks with radius corners and pre-drilled holes

**Colors**

Blue – 286C  
Red – 185C  
Green – 341C  
Yellow – 123C  
White  
Black

The successful bidder will be capable of providing computer generated silk screens for various text including numbers, letters and symbols, as required using Highway Gothic series legends. A proof of *each* sign will be submitted for approval by the Authority prior to fabrication and must be aluminum. Signs that are currently used by the Authority will be available for inspection at the Pre-Bid meeting on Friday, May 12, 2017 at 11:00 AM.

**Quantities**

The quantities listed represent a minimum and maximum number required under the three (3) year contract.

**Template**

Vendors must create all artwork. After the first mock is created and approved by the Authority, the vendor must provide an electronically generated template of the sign for future orders.

**Shape, Size, Color and Quantity**

During the contract period, there may be a request for a minimum of three (3) colors and include up to six (6) colors. The vendor must be able to meet these requirements as needed.

**Pricing**

Prices will be submitted by size and color combination. Additionally, prices will be submitted for each silk screen cutting.

## DECALS

Decals are required to revise existing posted regulations. They may consist of “numbers”, “double arrows”, “days of the week”, “hr”, “am”, “pm”, etc. **Colors will be added.**

### Quantities

The Authority estimates that approximately 52,200 decals will be used to meet the terms and agreement of this solicitation for a contract period of three (3) years. Additional letters, numbers, symbols and sizes not listed below may be requested during the contract period.

### Sizes

The sizes of the decals will be determined by vendor and formatted to fit the requested size of the ordered sign(s). Size to be standard with State Code.

Price List Form Decals	
Text	Color
Double Arrow	Green/Red
Right Arrow	Green/Red
Left Arrow	Green/Red
Mon	Red on White/Green on White
Tues	Red on White/Green on White
Mon - Wed	Red on White/Green on White
Mon - Thurs	Red on White/Green on White
Mon - Friday	Red on White/Green on White
Mon - Sat	Red on White/Green on White
Mon - Sun	Red on White/Green on White
Tues-Thurs	Red on White/Green on White
Except Sat-Sun	Red on White/Green on White
Fri	Red on White/Green on White
Sat	Red on White/Green on White
Sun	Red on White/Green on White
Mon	Red on White/Green on White
One, Two, Three, Four, and Twelve	Red on White/Green on White
0 thru 10 (1 inch and 2 inch)	Green on White
0 thru 10 (1 inch and 2 inch)	White on Green
½ (1 inch and 2 inch)	White on Green
12 (1 inch and 2 inch)	White on Green
1PM	Green
2PM	Green
3PM	Green
4PM	Green
5PM	Green
6PM	Green
7:30AM	Green
3:30PM	Green
4:30PM	Green
5:30PM	Green
6:30 PM	Green
9:30 AM	Green
9AM	Green

<b>Text</b>	<b>Color</b>
10AM	Green
11AM	Green
7AM	Green
7PM	Green
8AM	Green
8PM	Green
9PM	Green
10PM	Green
11PM	Green
12 AM	Green
0 thru 10 (1 inch and 2 inch)	Red on White
1PM	Red
5PM	Red
8AM	Red
3PM	Red
7AM	Red
7:30AM	Red
9AM	Red
9:30 AM	Red
9:30PM	Red
3:30 PM	Red
4PM	Red
6PM	Red
4:30PM	Red
5:30PM	Red
6:30PM	Red
2PM	Red
7PM	Red
8PM	Red
9PM	Red
10AM	Red
10PM	Red
11PM	Red
12AM	Red

Times displayed may be written in different formats depending on the sign (ex. 10 PM, 10:00 PM, etc.).

**Scotchall Graphic Film™**

Series 3650

2 inches wide

Thickness – 3mm – 4mm ( 0.08 to 0.10 ) with adhesive

Adhesive type – pressure sensitive

Strength – 5.5 pounds/inch at 73 degrees Fahrenheit

# REQUIRED SAMPLES WITH BID SUBMISSION

## Sample #1



24X18

## Sample #2



24X24

Sample #3



24X18

Sample #4



24X30

Sample #5



24X24

Sample #6



24X18

Sample #7



24X12

Sample #8



24X36

Sample #9



24X30

Sample #10



24X30

Sample #11



24X24

NAME OF PRIME BIDDER .....

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

**REQUEST FOR BIDS – BID No. 17-12  
REGULATION SIGNS AND DECALS 2017**

**BID FORM**

1. The undersigned, having familiarized \_\_\_self/selves with the Bid documents to furnish regulation signs and decals, including the Notice to Bidders, Instructions to Bidders, Bid Form, Affidavit of Non-Collusion, Specifications, and Addenda if any (hereinafter collectively referred to as the “Bid 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 regulation signs and decals as requested in this Bid.
2. In submitting this Bid, it is understood that the Authority reserves the right to withdraw and cancel this invitation prior to opening of Bids or to reject any and all Bids after Bids 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 Bid is mailed, telegraphed or delivered to the undersigned within thirty (30) days after the opening thereof, or at any time thereafter before this Bid 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 Bid or any other Bid or the submitting of Bid for the contract for which this Bid 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 Bid for this project.
5. Bidder acknowledges receipt of the following addenda:

Addendum	Date
_____	_____
_____	_____
_____	_____

NAME OF PRIME BIDDER.....

6. Bidder agrees to furnish regulation signs and decals in accordance with the Specifications for the prices stated below:

SHAPE	SIZE	COLOR	MINIMUM QUANTITY	MAXIMUM QUANTITY	Unit Cost	Min. Total	Max Total
Rectangle	24 in. wide x 18 in high, x .063 gauge	up to 6	200	750			
Rectangle	12 in. wide x 18 in high, x .063 gauge	up to 6	3,000	6,000			
Rectangle	24 in. wide x 30 in high, x .063 gauge	up to 6	500	1,000			
Rectangle	24 in. wide x 24 in high, x .063 gauge	up to 6	500	2,000			
Rectangle	24 in. wide x 36 in high, x .063 gauge	up to 6	200	500			
Rectangle	12 in. wide x 6 in high, x .063 gauge	up to 6	200	500			
Rectangle	24 in. wide x 4 in high, x .063 gauge	up to 6	200	500			
Rectangle	24 in. wide x 6 in high, x .063 gauge	up to 6	50	150			
Rectangle	24 in. wide x 8 in high, x .063 gauge	up to 6	50	150			
Rectangle	24 in. wide x 12 in high, x .063 gauge	up to 6	300	1,000			
Square	30 in. wide x 30 in high, x .063 gauge	High Intensity Reflective	50	150			
				<b>Minimum Total</b>	<b>Maximum Total</b>		
				\$	\$		

<b>Price List Form Decals</b>	
<b>Text</b>	<b>Color</b>
Double Arrow	Green/Red
Right Arrow	Green/Red
Left Arrow	Green/Red
Mon	Red on White/Green on White
Tues	Red on White/Green on White
Mon - Wed	Red on White/Green on White
Mon - Thurs	Red on White/Green on White
Mon - Friday	Red on White/Green on White
Mon - Sat	Red on White/Green on White
Mon - Sun	Red on White/Green on White
Tues-Thurs	Red on White/Green on White
Except Sat-Sun	Red on White/Green on White
Fri	Red on White/Green on White
Sat	Red on White/Green on White
Sun	Red on White/Green on White
Mon	Red on White/Green on White
One, Two, Three, Four, and Twelve	Red on White/Green on White
0 thru 10 (1 inch and 2 inch)	Green on White
0 thru 10 (1 inch and 2 inch)	White on Green
½ (1 inch and 2 inch)	White on Green
12 (1 inch and 2 inch)	White on Green
1PM	Green
2PM	Green
3PM	Green
4PM	Green
5PM	Green
6PM	Green
7:30AM	Green
3:30PM	Green
4:30PM	Green
5:30PM	Green
6:30 PM	Green
9:30 AM	Green
9AM	Green
10AM	Green
11AM	Green
7AM	Green
7PM	Green
8AM	Green
8PM	Green
9PM	Green
10PM	Green
11PM	Green
12 AM	Green
0 thru 10 (1 inch and 2 inch)	Red on White

NAME OF PRIME BIDDER.....

Text	Color
1PM	Red
5PM	Red
8AM	Red
3PM	Red
7AM	Red
7:30AM	Red
9AM	Red
9:30 AM	Red
9:30PM	Red
3:30 PM	Red
4PM	Red
6PM	Red
4:30PM	Red
5:30PM	Red
6:30PM	Red
2PM	Red
7PM	Red
8PM	Red
9PM	Red
10AM	Red
10PM	Red
11PM	Red
12AM	Red
<b>52,200 est. @ \$</b>	<b>Sub Total: \$</b>

Scotchall Graphic Film - Series 3650			
Colors	Quantity	Unit Price	Total
4	50-150 Rolls of Each Color		

NAME OF PRIME BIDDER.....

TOTAL PROPOSED COST (MINIMUM)		TOTAL PROPOSED COST (MAXIMUM)	
SIGNS	\$	SIGNS	\$
DECALS	\$	DECALS	\$
SCOTCHAL GRAPHIC FILM	\$	SCOTCHAL GRAPHIC FILM	\$
TOTAL COST	\$	TOTAL COST	\$

Scotchall Graphic Film - Series 3650				
Colors	Quantity	Unit Price	Minimum Total (50)	Maximum Total (150)
4	50-150 Rolls of Each Color			

**7. Contract Period:** Commencing with the Effective Date, the term of the Final Contract shall be for a period of three (3) years with the option for two (2) one (1) year extensions at the same agreed upon cost at the Authority's discretion. The Authority at its sole discretion, shall have the right to terminate the contract upon thirty (30) days written notice.

**NAME OF PRIME BIDDER**.....

- 8. Delivery Schedule:** The undersigned Vendor agrees to deliver all sizes and quantities of the regulation signs and decals within seven (7) calendar days of the date of the Authority's order. The Authority may order one (1) sign or a 1,000 signs per order depending on the needs of the Authority. The Vendor will be notified of additional orders by the designated Authority representative.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**NAME OF PRIME BIDDER**.....

9. **Specification Statement:** The undersigned vendor agrees to furnish regulation signs and decals as specified in the Specifications and any Addenda if issued.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**NAME OF PRIME BIDDER** .....

**10. Bidder 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 .....

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 Bid, that such Bid is genuine and not collusive or a sham; that such bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham Bid 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 Bid price or affiant or of any other bidder, or to fix any overhead, profit or cost element of said Bid price, or of that of any other bidder, or to secure any advantage against the Philadelphia Parking Authority, or any person interested in the proposed contract; and that all statements in said Bid or bid are accurate, true and not misleading.

\_\_\_\_\_  
Signature of Bidder, if bidder is an individual

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

Subscribed and sworn to  
Before me this \_\_\_\_\_  
Day of \_\_\_\_\_ 2017.  
My commission expires on  
\_\_\_\_\_, 20\_\_\_\_

NAME OF PRIME BIDDER .....

**12. Bidder'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 Bid. 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.....  
.....

SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM (BIDS) DISADVANTAGED BLACK (B-DBE), DISABLED (DS-DBE), MINORITY (M-DBE), AND WOMEN (W-DBE) OWNED BUSINESSES				THE PHILADELPHIA PARKING AUTHORITY MINORITY AND DISADVANTAGED BUSINESS PARTICIPATION PROGRAM			
Bid Number 17-12		Name of Bidder		No. of Copies Submitted		Page __ of	
See Instructions: Complete one or more forms for each type of disadvantaged business participation required: check one: <input type="checkbox"/> B-DBE <input type="checkbox"/> DS-DBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE							
For the type of disadvantaged business checked, list below all the certified firms that were solicited whether or not a commitment was made. <span style="float: right;"><i>Photocopy this form as necessary.</i></span>							
Disadvantaged Business Information		Type of Work or Materials	Date Solicited		Commitment Made		Give reason(s) if no commitment made or no quote received:
Company Name			Phone	Mail	Yes (Date)	No	
Address							
Contact Name			Quote Received		Amt Committed to		
Telephone No.	Fax No.		Yes	No	\$		
MBEC Certification No.					% <i>percentage of total</i>		
Business Information			Type of Work or Materials	Date Solicited		Commitment Made	
Company Name			Phone	Mail	Yes (Date)	No	
Address							
Contact Name			Quote Received		Amt Committed to		
Telephone No.	Fax No.		Yes	No	\$		
MBEC Certification No.					% <i>percentage of total</i>		
Disadvantaged Business Information			Type of Work or Materials	Date Solicited		Commitment Made	
Company Name			Phone	Mail	Yes (Date)	No	
Address							
Contact Name			Quote Received		Amt Committed to		
Telephone No.	Fax No.		Yes	No	\$		
MBEC Certification No.					% <i>percentage of total bid</i>		



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

**Bid Decline Form:** Request for Bids to furnish Regulation Signs and Decals

Bid No. 17-12

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

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

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

- Specifications too “tight” (explain below)
- Unable to meet time period for responding to this Bid
- We do not offer this product or service
- Our schedule would not permit us to perform
- Unable to meet specifications
- Unable to meet Bond/Insurance Requirements
- Specifications unclear (explain below)
- Unable to meet Insurance Requirements
- Unable to meet Contract Requirements (explain below)
- Other (specify below)

Comments:


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

\_\_\_\_\_

# **EXHIBIT A**

**PURCHASE AGREEMENT  
FOR PARKING REGULATION SIGNS AND DECALS  
BY AND BETWEEN  
THE PHILADELPHIA PARKING AUTHORITY  
AND**

---

PPA Contract No. K-17-00\_\_

**THIS AGREEMENT** effective as of this \_\_\_ 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 \_\_\_\_\_, a \_\_\_\_\_, with its principal place of business at \_\_\_\_\_ (“**Company**”).

**WITNESSETH:**

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

**WHEREAS**, has undertaken to provide an efficient, modern and reliable system for on-street parking throughout specified areas in the City of Philadelphia (“**System**”); and

**WHEREAS**, for the purpose of regulating and enforcing the System, desires to purchase new Parking Regulation Signs and Decals (“**Signs**”); and

**WHEREAS**, in order to procure such Signs, the Authority issued an Invitation for Bids “**Bid No. 17-12 Regulation Signs and Decals 2017**” (“**Invitation**”) on \_\_\_\_\_ attached hereto as Exhibit “**A**”; and

**WHEREAS**, Company submitted a conforming Bid to the Invitation (“**Bid**”), attached hereto as Exhibit “**B**”, on \_\_\_\_\_ and is in the business of designing, producing and implementing Signs of the type that the Authority wishes to purchase; and

**WHEREAS**, Company has proposed that it will design, produce and provide the Signs; and

**WHEREAS**, after due consideration and deliberation within the Authority, Company was selected to provide the Signs 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 provide the following:

A. Signs to be used by the Authority in accordance with the provisions and specifications set forth in the Invitation;

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

C. To coordinate the delivery of the Signs with the Authority representative listed below, or if she is unavailable, with the Executive Director of the Authority or one of her Deputies.

**Linda Bradley  
Philadelphia Parking Authority  
701 Market Street, Suite 5400  
Philadelphia, PA 19106  
Business Phone: (215) 683-9735**

## **2. TERM**

The Term of this Agreement shall commence on the date first written above and shall terminate automatically without notice three (3) years from the date first written above. The Term of this Agreement, at the Authority's sole discretion, may be extended for two (2) additional one (1) year terms.

## **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 Signs based solely on the quantities of each item ordered multiplied by the unit cost(s) as set forth in the Bid.

B. The purchase price set forth shall include all shipping, storage 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. Individual invoices must be issued for each shipment. Invoices shall be payable within thirty (30) calendar days after receipt, inspection and acceptance by the Authority unless a later payment date is provided for in the Company's invoice, in which case the later date will control. Upon delivery, Company shall secure a signed receipt of delivery and shall submit same along with the invoice to:

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

## **4. TERMS OF DELIVERY**

A. Delivery of the Signs shall be made by Company to the Authority within seven (7) calendar days of the date of each Purchase Order. 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. Delivery of the Signs shall be made by Company to the Authority at:

**Philadelphia Parking Authority  
701 Market Street, Suite 5400  
Philadelphia, PA. 19106  
Attn: Linda Bradley  
Business Phone: (215) 683-9735**

B. THE TIME OF DELIVERY IS OF THE ESSENCE. IF A TENDER OF CONFORMING SIGNS 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 Items have 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.

C. Upon Delivery, the Items shall be inspected by the Authority to assure conformity with the Invitation and Bid. In the event that the Items fail to be compatible in any way, the non-conforming Items may be returned to Company with Company's obligation to take adequate remedial action as to the non-conforming Items or replace such Items with conforming Items in either case, within seven (7) calendar days of rejection by the Authority, or the delivery of such non-conforming Items 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 Items are 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 Items.

F. The Authority may direct delivery of the Signs at one time or on an installment basis.

## **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 Signs 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 cost of the non-conforming Signs. 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 Signs fail 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 dollar amount 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 Signs 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 Signs;
- B. Refuse to accept a subsequent tender of substitute, conforming Signs;
- C. Return nonconforming or late delivered Signs 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 Signs;
- E. Rework the Signs to make them conform to the warranties and charge Company for the expense thereof;
- F. Use the Signs for a purpose other than the purpose originally intended and charge Company for the amount by which the purchase price exceeds the price of goods normally required for such alternative purposes;

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

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

I. If Signs 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 goods 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 goods to the Authority,

C. shall be merchantable, fit for the purpose for which such goods are 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 Signs 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 Signs 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.

## **8. 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.

## **9. 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 Signs 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 payment of conforming goods 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.

## **10. 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 written notice to the Company. If the Agreement is terminated by the Authority, as provided herein, Company will be paid any compensation outstanding for the Signs satisfactorily delivered pursuant to Sections 3 and 4 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.

## **11. 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 et seq. Regardless of the impact of the Right-to-Know Law, Company shall maintain all data, records, memoranda, statements of services rendered, correspondence and copies thereof, in adequate form, detail and arrangement, for the Authority's benefit for a minimum of seven (7) years following the termination or expiration of this Agreement. Thereafter, Company shall contact the Authority before disposing of any such materials and the Authority may direct that some or all of such materials be delivered to the Authority.

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 assignment by Company without the Authority's advanced written consent 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:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

F. Governing Law and Venue.

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to 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. General Indemnity.

Company, for itself, its successors, assigns, agents, and sub-contractors 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 loss losses, (including those related to business interruption), damage, 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 agreement, work performed under Change Order, or any such other work performed for or on behalf of the Indemnified Parties) that arise from Company's performance under this Agreement. 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.

I. 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.

J. 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.

K. 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 Invitation and (3) the Bid and 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.

L. Entire Agreement.

This Agreement, including Exhibits, 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.

M. Risk of Loss.

The risk of loss for delivery of the Signs shall not pass to the Authority until accepted by the designated Authority representative.

N. Right to Enter Agreement.

Company 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.

O. 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, if applicable, its Philadelphia Business Privilege Tax ID No. is: \_\_\_\_\_ and has attached a true, current, and correct copy of its Philadelphia Business Privilege License hereto. Company further certifies that its Federal Tax ID No. is: \_\_\_\_\_.

2. As an agency of the Commonwealth of Pennsylvania, and a local government agency, the Authority is exempt from the payment of state and local sales and use and other taxes on material, equipment or other personal property. Company agrees that the fees, prices or rates stated in this Agreement (1) do not include any state or local taxes, surcharges or fees on the

Authority in connection with this transaction, and (2) do include all other applicable taxes for which Company is liable. In the event Company's performance under this Agreement creates a tax liability, such taxes, including but not limited to, real estate taxes, school taxes, Use & Occupancy taxes, and sales taxes shall be the sole obligation of Company and Company shall maintain current accounts as to the payment of such taxes and be liable over to the Authority for any taxes assessed against the Authority as a result of Company's performance under this Agreement.

P. 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.

Q. Limitation of Liability.

Neither party will be liable for any incidental or indirect damages nor will damages exceed the amounts payable under this agreement.

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

**The Philadelphia Parking Authority**

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

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

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

**Clarena I.W. Tolson**  
**Executive Director**

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

APPROVED AS TO FORM

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

**Company**

Witness: \_\_\_\_\_

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

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

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

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

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

# **Exhibit B**

THE PHILADELPHIA PARKING AUTHORITY  
INSURANCE AND INDEMNIFICATION REQUIREMENTS  
Bid No. 17-12 Regulation Signs and Decals 2017

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): \$ 10,000
  - b) General Aggregate must apply on a Per Location Basis
  - c) Owner must be named as additional insured as shown in requirement #9.
  
3. Automobile Liability: (Note: if no owned vehicles, show at least hired and non owned coverage)
  - a) Coverage to include:
    - (1) All Owned, Hired and Non-Owned Vehicles
    - (2) Contractual Liability Coverage (including Liability for Employee Injury assumed under a Contract)
  - b) Per Accident Combined Single Limit: \$1,000,000
  - c) Owner must be named as additional insured as shown in requirement #9.
  
4. Excess / Umbrella Liability Insurance with a minimum acceptable limit of coverage of \$5,000,000 (or the final limit decided to be appropriate) per occurrence and aggregate. Such coverage shall be excess of the general liability insurance, business auto liability insurance, and employers liability as required by this contract. Owner must be named as additional insured as shown in requirement #9.
  
5. 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 \_\_\_\_\_ 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 statute 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.)