



Request for Proposal

Automotive Tires 2016

RFP No. 16-27

Issue Date: Friday, August 12, 2016

The Philadelphia Parking Authority is seeking proposals from qualified vendors to provide tire for its fleet of vehicles under a three year contract per the requirements contained within this solicitation.

The Philadelphia Parking Authority requests that responses be submitted by:

2:00 PM EST on Friday, September 9, 2016

Delivery Instructions:

Proposals will be received by Mail, Hand Delivery or Courier Delivery
All copies of the RFP must be submitted to: Mary Wheeler Manager of Contract Administration 701 Market Street, Suite 5400 Philadelphia, PA 19106 Email: Mwheeler@philapark.org
Fax or email responses will NOT be accepted

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

**REQUEST FOR PROPOSALS FOR
AUTOMOTIVE TIRES 2016
PROPOSAL No. 16-27**

INSTRUCTIONS TO PROPOSERS

SUMMARY

When:	Proposals must be submitted by 2:00 PM, Friday, September 9, 2016.
Where:	Philadelphia Parking Authority Attention: Mary Wheeler, Manager Contract Administration 701 Market Street, Suite 5400, Philadelphia, Pa 19106
How:	Proposals must be sealed and delivered via certified mail, return receipt requested (to include commercial delivery services) or by hand-delivery. Whether mailed or hand-delivered, all envelopes must display the vendor name and must be boldly and clearly marked (<i>not</i> typewritten) "Automotive Tires 2016 - RFP No. 16-27". All proposals must be presented with one (1) original and five (5) copies, individually numbered, and an electronic version consisting of one PDF file.
Vendor Registration:	A pre-proposal conference will not be held for this solicitation. Vendors must register with Mary Wheeler, Manager of Contract Administration, at mwheeler@philapark.org to be eligible to participate in this solicitation. Please provide company name, contact name and phone number in the body of the email as registration. Only those vendors who register will receive addenda issued.
Question Deadline:	The deadline for all questions and clarifications is 2:00 PM, Friday, August 26, 2016.

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 automotive tires under a Contract with the Philadelphia Parking Authority. During this procurement process the sole contact at the Authority shall be Mary Wheeler, Manager of Contract Administration, at 701 Market Street, Philadelphia, PA 19106, mwheeler@philapark.org. As a Request for Proposals (RFP), this is not an invitation to bid and although price is 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, Friday, August 26, 2016. Questions concerning this RFP are to be submitted via email to Mary Wheeler at

AUTOMOTIVE TIRES 2016

PROPOSAL No. 16-27

INSTRUCTIONS TO PROPOSERS

PAGE 1

mwheeler@philapark.org with "RFP No. 16-27 Automotive Tires 2016" listed in the subject line. Only questions submitted in writing will be addressed. The Authority will answer all questions in writing to all qualified proposers. Addenda will also be posted to the Authority's website, www.philapark.org. Any furnished answers will not be official until they have been verified, in writing, by the Authority. The Authority shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the 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, September 9, 2016. Each proposer shall submit to the Authority the information and forms required, which forms and information shall become the property of the Authority and will not be returned to proposers, unless a written request to withdraw is received prior to the opening of proposals.

4. Signatures Required:

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

5. Proposal Format:

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

6. Proposal Qualifications:

Proposals 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 attached hereto and proof of ability to furnish the item 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 60 days. 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. Approval of any proposals submitted shall be at the sole discretion of the Authority.

8. Submitting Samples:

The submission of samples is not required for this solicitation. In addition, all items proposed under this solicitation must comply with the "Made In USA Standard."

9. Executed Contract Required:

Notwithstanding completed review and submission of all Request for Proposal 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 provision of the procurement of automotive tires or be subject to any other liability whatsoever on any legal theory concerning the provision of furnishing automotive tires 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.

10. 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-advertise for 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 sixty (60) days. 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.

11. 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.

12. Clarification of Instructions:

Should the prospective proposer find a discrepancy in or an omission from the Requirements 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. All clarification requests will be responded to via addendum to all proposers.

13. Restriction of Contact:

From the issue date of this RFP until the Authority's Board approves the awarding of the contract, Mary Wheeler 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.

14. Notification of Proposer Selection:

The Authority will 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 of the date set forth for the opening of the proposals. Such notice shall be in writing and mailed to the address furnished by each respective proposer via certified mail. 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.

15. 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. Vendor may submit only one copy of their financial statements either with the original or in a separate envelope marked "confidential".

16. 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 on an equitable basis with other firms.

17. 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 its Proposal, a description of all warranty provisions and preventive maintenance operations proposed for this Request for Proposal.

18. Contract Period:

Commencing with the Effective Date of the Contract the term of this Agreement shall terminate automatically and without notice after three (3) years, 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. Please refer to the sample contract located in the Requirements section of this RFP.

19. Executive Summary:

The vendor will include in 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.

20. 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 involved with this solicitation are advised to review such disclosure issues.

21. 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.

22. Evaluation of the Proposal:

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

23. Standard Practices:

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

24. 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

25. Shipping and Delivery:

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

26. Insurance Requirements:

The successful proposer will be required to submit **(TAB E)** Insurance Coverage as outlined in the Requirements. The proposer shall submit with their proposal a sample certificate of insurance from another recent project or a letter from its insurance company indicating that said insurance company will provide the required insurances as outlined in this RFP.

27. 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.

28. 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 \$5,000.00, 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.

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

**AUTOMOTIVE TIRES 2016
PROPOSAL No. 16-27**

REQUIREMENTS

OVERVIEW:

The Philadelphia Parking Authority owns and operates a fleet of over 200 vehicles which are self-maintained. The Authority is seeking proposals from qualified vendors to provide automotive tires under a three (3) year contract. The Authority uses 23 different tires and it is estimated that yearly the Authority will spend \$100,000.00 on tires to maintain its fleet.

SPECIFICATIONS:

- The Authority is requesting pricing for Goodyear tires only. Any requests for a substitution or approved equal must be submitted in writing by the Question Deadline. The Authority will either accept or deny any substitution request via addendum to all registered proposers.
- All items proposed under this solicitation must comply with the "Made In USA" Standard.
- Tires will be ordered on an as needed basis. The Authority placed 18 orders during the 2015 calendar year. The number of orders placed each year will vary depending on the needs of the Authority.
- All shipping and delivery cost will be included in the unit cost.
- Tires shall be delivered within 48 hours of order placement.
- Tires will be delivered to a designated Authority facility located at 6801 Essington Avenue, Philadelphia, Pa 19153.

ITEM LIST:

	TIRE SIZE	PLY	LOAD RATING
1	LT245/75R17	4 TREAD 2 SIDEWALL	E
2	P245/70R17	4 TREAD 2 SIDEWALL	STANDARD
3	P235/75R16	4 TREAD 2 SIDEWALL	STANDARD
4	225/70R19.5	4 TREAD 1 SIDEWALL	F
5	195/60R15	3 TREAD 1 SIDEWALL	STANDARD
6	P225/60R16	3 TREAD 1 SIDEWALL	STANDARD
7	LT245/75R16	6 TREAD 2 SIDEWALL	E
8	P235/70R16	4 TREAD 2 SIDEWALL	STANDARD
9	P245/65R17	4 TREAD 2 SIDEWALL	STANDARD
10	235/55R17	3 TREAD 1 SIDEWALL	STANDARD
11	215/55R16	3 TREAD 1 SIDEWALL	STANDARD
12	P245/60R18	5 TREAD 2 SIDEWALL	STANDARD
13	ST225/75R-D15	5 TREAD 2 SIDEWALL	D
14	ST175/80R13	4 TREAD 2 SIDEWALL	C
15	LT235/80R17	6 TREAD 2 SIDEWALL	E
16	LT225/75R16	6 TREAD 2 SIDEWALL	E
17	P235/75R15	4 TREAD 2 SIDEWALL	STANDARD
18	225/65R17	4 TREAD 2 SIDEWALL	STANDARD
19	315/80R22.5	5 TREAD 1 SIDEWALL	L
20	11R22.5	5 TREAD 1 SIDEWALL	H
21	275/70R22.5	5 TREAD 1 SIDEWALL	J
22	ST235/80R16	5 TREAD 2 SIDEWALL	E
23	225/70R19.5	4 TREAD 1 SIDEWALL	G

THE PHILADELPHIA PARKING AUTHORITY
INSURANCE AND INDEMNIFICATION REQUIREMENTS

RFP No. 16-27

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.

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

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
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.

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.

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.)

INSERT SAMPLE CONTRACT

AUTOMOTIVE TIRES 2016

PROPOSAL NO. 16-27

REQUIREMENTS

PAGE 7

NAME OF VENDOR

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

**AUTOMOTIVE TIRES 2016
PROPOSAL No. 16-27**

PROPOSAL FORM

1. The undersigned, having familiarized _____self/selves with the proposal documents to furnish automotive tires, including the Notice to Proposers, Instructions to Proposers, Proposal Form, Affidavit of Non-Collusion, Specifications, and Addenda if any (hereinafter collectively referred to as the (Proposal Documents), as prepared by the Philadelphia Parking Authority and on file in the office of the Authority at 701 Market Street, Suite 5400, Philadelphia, Pa 19106, hereby proposes to furnish automotive tires as requested in this solicitation.
2. In submitting this Proposal, it is understood that the Authority reserves the right to withdraw and cancel this invitation prior to the opening of proposals or to reject any and all offers after proposals are opened if this is in the best interest of the Authority in the Authority's sole judgment. If written notice of the acceptance of this proposal is mailed, telegraphed or delivered to the undersigned within thirty (30) days after the opening thereof, or at any time thereafter before this proposal is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form.
3. Attached hereto is an affidavit of proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or the submitting of proposals for the contract for which this proposal is submitted.
4. Attached hereto is a bid bond, certified check or cashier's check in the amount of \$5,000.00 to be supplied as proposal security for the execution of a written contract.
5. Proposer acknowledges receipt of the following addenda:

Addendum	Date
_____	_____
_____	_____
_____	_____

NAME OF VENDOR.....

6. Proposer agrees to furnish automotive tires in accordance with the Requirements and for the prices stated below:

	NAME OF TIRE	TIRE SIZE	PLY	LOAD RATING	UNIT COST
1		LT245/75R17	4 TREAD 2 SIDEWALL	E	
2		P245/70R17	4 TREAD 2 SIDEWALL	STANDARD	
3		P235/75R16	4 TREAD 2 SIDEWALL	STANDARD	
4		225/70R19.5	4 TREAD 1 SIDEWALL	F	
5		195/60R15	3 TREAD 1 SIDEWALL	STANDARD	
6		P225/60R16	3 TREAD 1 SIDEWALL	STANDARD	
7		LT245/75R16	6 TREAD 2 SIDEWALL	E	
8		P235/70R16	4 TREAD 2 SIDEWALL	STANDARD	
9		P245/65R17	4 TREAD 2 SIDEWALL	STANDARD	
10		235/55R17	3 TREAD 1 SIDEWALL	STANDARD	
11		215/55R16	3 TREAD 1 SIDEWALL	STANDARD	
12		P245/60R18	5 TREAD 2 SIDEWALL	STANDARD	
13		ST225/75R-D15	5 TREAD 2 SIDEWALL	D	
14		ST175/80R13	4 TREAD 2 SIDEWALL	C	
15		LT235/80R17	6 TREAD 2 SIDEWALL	E	

NAME OF VENDOR.....

	NAME OF TIRE	TIRE SIZE	PLY	LOAD RATING	UNIT COST
16		LT225/75R16	6 TREAD 2 SIDEWALL	E	
17		P235/75R15	4 TREAD 2 SIDEWALL	STANDARD	
18		225/65R17	4 TREAD 2 SIDEWALL	STANDARD	
19		315/80R22.5	5 TREAD 1 SIDEWALL	L	
20		11R22.5	5 TREAD 1 SIDEWALL	H	
21		275/70R22.5	5 TREAD 1 SIDEWALL	J	
22		ST235/80R16	5 TREAD 2 SIDEWALL	E	
23		225/70R19.5	4 TREAD 1 SIDEWALL	G	

NAME OF VENDOR.....

7. Contract Period: Commencing with the Effective Date of the Contract the term of this Agreement shall terminate automatically and without notice after three (3) years, 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. Please refer to the sample contract located in the Requirements.

8. Delivery Schedule: The undersigned vendor agrees to deliver automotive tires as identified in the Requirements within 48 hours of receiving an order. Orders will be placed on an as needed basis depending on the needs of the Authority.

Signature

**Name
(Please Print)**

Title

Date

Company Name

NAME OF VENDOR.....

9. Proposer's 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 VENDOR.....

10. Affidavit of Non-Collusion:

STATE OF

COUNTY OF

_____, being first duly sworn,
deposes and says:

That the proposer is a
(partner or officer of the firm of, etc.)

the party making this offer, 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 offer 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 _____ 2016.
My commission expires on
_____, 20____

NAME OF VENDOR.....

11. Proposer 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 Philadelphia Parking Authority, list date and type of 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.
.....
.....

DISADVANTAGED BLACK (B-DBE), DISABLED (DS-DBE), MINORITY (M-DBE), AND WOMEN (W-DBE) OWNED BUSINESSES		MINORITY AND DISADVANTAGED BUSINESS PARTICIPATION PROGRAM	
Proposal Number 16-27		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"/> M-DBE <input type="checkbox"/> W-DBE		Photocopy this form as necessary.	
For the type of disadvantaged business checked, list below all the certified firms that were solicited whether or not a commitment was made.			
Disadvantaged Business Information	Type of Work or Materials	Date Solicited	Commitment Made
Company Name		Phone	Yes (Date) No
Address		Mail	
Contact Name		Quote Received	Amt Committed to
Telephone No.		Yes No	\$ % percentage of total
Fax No.			
MBEC Certification No.			
Business Information	Type of Work or Materials	Date Solicited	Commitment Made
Company Name		Phone	Yes (Date) No
Address		Mail	
Contact Name		Quote Received	Amt Committed to
Telephone No.		Yes No	\$ % percentage of total
Fax No.			
MBEC Certification No.			
Disadvantaged Business Information	Type of Work or Materials	Date Solicited	Commitment Made
Company Name		Phone	Yes (Date) No
Address		Mail	
Contact Name		Quote Received	Amt Committed to
Telephone No.		Yes No	\$ % percentage of total
Fax No.			
MBEC Certification No.			



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

Proposal Decline Form: Automotive Tires 2016

RFP No. 16-27

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.
