

**INVITATION FOR BIDS FOR**

**Bottled Water 2022**

**Bid No. 22-19**

**TABLE OF CONTENTS**

<b>Part I - GENERAL INFORMATION FOR BIDDERS</b>	<b>page 2</b>
<b>Part II - INFORMATION REQUIRED FROM BIDDERS</b>	<b>page 7</b>
<b>Part III - CRITERIA FOR SELECTION</b>	<b>page 9</b>
<b>Part IV - WORK STATEMENT</b>	<b>page 10</b>
<b>Part V - CONTRACT TERMS AND CONDITIONS</b>	<b>page 11</b>

APPENDIX A – BID FORM

APPENDIX B – SAMPLE CONTRACT

APPENDIX C – MINIMUM INSURANCE REQUIREMENTS

APPENDIX D – ORDER HISTORY

**PART I**

**GENERAL INFORMATION TO BIDDERS**

<b>SUMMARY</b>	
<b>When:</b>	Bids must be submitted by Friday, December 2, 2022 no later than 12:00 PM. Bids will be publicly opened and read aloud using the Microsoft Teams meeting information below.
<b>Where:</b>	Philadelphia Parking Authority Attention: Shannon Stewart, Manager of Contract Administration 701 Market Street, Suite 5400 Philadelphia, PA 19106
<b>How:</b>	Bids must be delivered in a sealed package via mail, certified mail, return receipt requested (to include commercial delivery services) or by hand-delivery no later than, Friday, December 2, 2022 at 12:00 PM. Whether mailed or hand-delivered, all envelopes must display the vendor's name and must be boldly and clearly handwritten (not typewritten) "Bid No. 22-19 Bottled Water 2022". All bids must be presented with one (1) original and six (6) copies, individually numbered, and an electronic version consisting of one PDF file.
<b>Pre-Bid Meeting</b>	<p><b>A pre-bid meeting will NOT be held for this solicitation. Prospective Bidders are <u>required</u> to register for the solicitation to ensure that all addenda are received using the <a href="#">Bidder Registration Form</a>.</b></p> <p>The Bid Opening Meeting will be held on Friday, December 2, 2022 at 12:00 PM at the Authority's headquarters, 701 Market Street, Philadelphia, PA 19106 or via Microsoft Teams. See meeting information below:</p> <p><b>Microsoft Teams meeting</b></p> <p><b>Join on your computer, mobile app or room device</b></p> <p><a href="#">Click here to join the meeting</a></p> <p>Meeting ID: 292 334 292 92 Passcode: dAkwEU</p> <p><a href="#">Download Teams</a>   <a href="#">Join on the web</a></p> <p><b>Or call in (audio only)</b></p> <p><a href="#">+1 929-346-7319,,773858435#</a> United States, New York City</p> <p>Phone Conference ID: 773 858 435#</p> <p><a href="#">Find a local number</a>   <a href="#">Reset PIN</a></p> <p>Prospective Bidders who are having technical difficulties attending the meeting should contact Shannon Stewart for assistance at 215.837.9025.</p> <p>Please complete the <a href="#">Bidder Registration Form</a> to complete your registration for this solicitation.</p>

### **I-1. Introduction.**

This Invitation for Bids (“IFB”) is being issued by the Philadelphia Parking Authority, (“Authority”), a body corporate and politic created under the laws of the Commonwealth of Pennsylvania in accordance with the Act of June 19, 2001, P.L. 287, No. 22, 53 Pd. C.S. § 5501 et seq. as amended, known as the “Parking Authority Law”. The Authority seeks to procure bottled water by the case under a contract with the Philadelphia Parking Authority.

### **I-2. Mission Statement.**

The mission of the Philadelphia Parking Authority is to contribute to the economic vitality of Philadelphia and the surrounding region by effectively managing and providing convenient parking on the street, at the airport, and in garages and lots; effectively operating a system of red-light camera enforcement; regulating taxicabs, limousines, and transportation network companies; and other transportation-related activities.

A number of customer-focused actions flow from the PPA mission:

- Improving cooperation and planning with PPA stakeholders, including state and local transportation partners,
- Implementing cutting-edge technology to improve the customer experience and enhance overall management and agency efficiency,
- Emphasizing employee training on industry best practices,
- Maximizing transparency in hiring and procurement,
- Implementing on-street parking management policies that address neighborhood needs throughout the City,
- Encouraging reasonably priced off-street parking through rate setting policies at seven PPA Center City facilities,
- Maintaining and improving neighborhood parking lots to address both residential and commercial demand,
- Providing leadership in partnering with private and public hospitality and tourism entities to enhance the visitor experience,
- Applying the latest technology for a superior customer experience at the parking facilities at Philadelphia International Airport in support of this important regional economic engine,
- Encouraging safe, clean, reliable taxicab, limousine and transportation network company service through sound regulations and consistent enforcement,
- Improving vehicle and pedestrian safety in targeted intersections through automated red-light enforcement,
- Applying latest technology and continuing staff development to provide the highest quality public service with maximum efficiency.

### **I-3. Procurement Questions.**

Prospective Bidders are encouraged to submit questions concerning the IFB in writing no later than Friday, November 18, 2022 at 12:00 PM. Questions concerning this IFB are to be submitted via email to Shannon Stewart at [sstewart@philapark.org](mailto:sstewart@philapark.org) with “Bid No. 22-19 Bottled Water 2022” listed in the subject line. Only questions submitted in writing will be addressed. The Authority will answer all questions in writing to all qualified Bidders. Any furnished answers will not be official until they have been verified, in writing, by the Authority. The Authority will not be bound by any verbal information, nor shall it be bound by any written information that is not either contained within the IFB or formally issued as an addendum by the Authority. The Authority does not consider questions to be a protest of the Work Statement or of the solicitation.

### **I-4. Clarification of Instructions.**

Should the prospective Bidder find a discrepancy in or an omission from the Work Statement or any part of this IFB, or should he or she be in doubt as to the meaning of any term contained therein, the Bidder shall notify Shannon Stewart, Manager of Contract Administration, via email at [sstewart@philapark.org](mailto:sstewart@philapark.org) prior to the question deadline. All questions and clarification requests will be responded to via written addendum that will be emailed to all registered Bidders. Addenda will also be posted to the Authority’s website, [www.philapark.org](http://www.philapark.org).

**I-5. Restrictions of Contact.**

From the issue date of this IFB until the Authority's Board approves the awarding of the contract, **Shannon Stewart is the sole point of contact concerning this IFB.** Any violation of this condition by a Bidder may result in the Authority rejecting the offending Bidder's bid. If the Authority later discovers that the Bidder has engaged in any violations of this condition, the Authority may reject the offending Bidder's bid or rescind its award. Bidders must agree not to distribute any part of their 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.

**I-6. Bid Conditions.**

Sealed bids must be received in the office of the Philadelphia Parking Authority, addressed to Shannon Stewart, 701 Market Street, Suite 5400, Philadelphia, PA 19106, by December 2, 2022, no later than 12:00 PM. Each Bidder shall submit to the Authority the information and forms required, which forms, and information shall become the property of the Authority and will not be returned to Bidders, unless a written request to withdraw is received prior to the opening of bids. Failure to attach documents required for submittal at the time of submittal will result in the bid being rejected.

**I-7. Small and Small Diverse Business Requirements.**

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

<https://www.dgs.pa.gov/Small%20Business%20Contracting%20Program/Pages/default.aspx>

**I-8. Signatures Required.**

The bids *must* be signed 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 "On Behalf of the General Partner." In cases of an individual use the term "dba" (Company Name) or as sole owner.

**I-9. Instructions for Affidavit of Non-Collusion.**

1. The Non-Collusion Affidavit is material to any contract awarded through a public solicitation.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on terms and prices identified in the bid.
3. Bid rigging or collusion and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit below should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the invitation for bid process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file and attach an Affidavit in compliance with these instructions will result in disqualification of the bid.

**I-10. Insurance Requirements.**

The successful Bidder will be required to submit Insurance Coverage as outlined in *Appendix C*. Bidder's must submit with their bid a sample certificate of insurance from a recent project that meets the requirements. If you do not currently carry the level of insurance that is required, you must submit a letter from your insurance company indicating that they will provide the required insurances as outlined in this IFB if awarded a contract. If you would like to request a waiver or relief for any coverages required, you must submit that request during the question period and allow the Authority to respond via addendum. **Insurance requirements will not be negotiated after the bid due date.**

**I-11. Executed Contract Required.**

By submitting a bid in response to this IFB the Bidder agrees that the Authority will not be bound to any contract, performance or payment obligation until the Authority's Board votes to award a contract to the successful Bidder and the Authority's Executive Director signs the written contract.

**I-12. Contract Negotiation.**

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

Exceptions or requested changes to the sample contract will be considered a **part of the response**. Exceptions or requested changes to the sample contract should be made with great care. The Authority may reject all or some of those changes or exceptions, in its sole discretion.

**I-13. Business Licenses:**

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

**I-14. Rejection or Acceptance of Bids.**

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

The Authority reserves the right to waive any irregularities in the completion of the forms and papers enclosed in this schedule; to accept or reject any or all bids; to re-advertise for bids if desired, and to accept any bids which, in the judgment of the Authority, will be in the Authority's best interest.

Any form which is required to be submitted and which is incomplete, conditional, obscure, contains additions not called for and not approved by the Authority, or which contains irregularities of any kind, may be cause for rejection of the bid, in the sole discretion of the Authority. At any time up to the hour and date set for opening of bids, a Bidder may withdraw its bid. Such withdrawal must be in writing and sent to the Authority at the address set forth herein by a nationally recognized overnight courier service, certified mail, return receipt requested, or delivered in person. Such withdrawal shall be effective only upon receipt by the Authority evidenced by written confirmation of such receipt and will preclude the submission of another bid by such Bidder. After the scheduled time for opening of bids, no Bidder will be permitted to withdraw their 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 the Authority determines in its sole discretion that the bid is inconsistent with the best interest of the Authority.

**I-15. Unacceptable Bids.**

No bid will be accepted from, or selection made of any person, firm or corporation that is in arrears or in default to the Authority upon any debt or contract, or whose insurer or banking institution is in default as surety or otherwise upon any obligation to the Authority or has failed in the sole opinion of the Authority to faithfully perform any previous contract with the Authority.

**I-16. Subcontracting.**

The selected Bidder shall not assign or in any way transfer any interest in this agreement without prior written consent of the Authority, nor shall the Bidder subcontract any services without prior written approval of the Authority.

**I-17. Notification of Bidder Selection.**

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

**I-18. Standard Practices.**

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

**I-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, many documents may not be protected. All Bidders are advised to seek counsel or otherwise educate themselves regarding open records laws and regulations in Pennsylvania.

**I-20. 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 Shannon Stewart, Manager of Contract Administration at [sstewart@philapark.org](mailto:sstewart@philapark.org). Specific comments and observations are encouraged.

**I-21. Shipping and Delivery.**

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

**I-22. Submitting Samples.**

Bidders interested in submitting a bid for this solicitation must provide one case of bottled water for any item that a bid is submitted. Samples must be received no later than Friday, December 2, 2022 at 12:00 PM (submission deadline). All samples must be submitted as defined in the Work Statement. All packages must be clearly marked (*not* typewritten) "Bid No. 22-19 Bottled Water 2022". Each case of water needs to have the Bidder's identification on it. Samples can be mailed or hand delivered to Shannon Stewart, Manager of Contract Administration, to the Authority's headquarters at 701 Market Street, Philadelphia, PA 19106. Samples will not be accepted after Friday, December 2, 2022 at 12:00 PM.

## PART II

### INFORMATION REQUIRED FROM BIDDERS

#### II-1. Bid Format.

All bids submitted must conform to the following format requirements. A transmittal letter signed by a person authorized to engage the Bidder in a contract must be included in your bid. Bids must be submitted on letter size (8 ½" x 11") paper. The point size font for text must be 10 to 12, and 6 to 8 for exhibits. All documents must contain a one-inch margin. For exhibits, 11x17 paper is acceptable. An electronic version of the Bid Form can be provided to all prospective Bidders upon request. Forms that are altered by the Bidder may be grounds for rejection of the bid submitted.

The tab requirements are as follows:

- Tab A - Transmittal Letter
- Tab B – Bid Form
- Tab C - Insurance Requirements
- Tab D - Proposed Amendments to Contract
- Tab E – Ongoing Legal Actions

#### II-2. Transmittal Letter (Tab A).

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

#### II-3. Bid Form (Tab B).

The Bid Form attached as *Appendix A* must be submitted in its entirety (with the exception of the Bid Decline Form).

#### II-4. Insurance Requirements (Tab C).

The successful Bidder will be required to submit Insurance Coverage as outlined in *Appendix C*. Bidders must submit with their bid a sample certificate of insurance from a recent project that meets the requirements. If you do not currently carry the level of insurance that is required, you must submit a letter from your insurance company indicating that they will provide the required insurances as outlined in this IFB if awarded a contract. If you would like to request a waiver or relief for any coverages required, you must submit that request during the question period and allow the Authority to respond via addendum. **Insurance requirements will not be negotiated after the bid due date.**

#### II-5. Proposed Amendments to Contract (Tab D).

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

#### II-6. Ongoing Legal Actions (Tab E).

Provide a summary and the status of any current or ongoing legal actions, suits, proceedings, claims or investigations pending with any governmental agency with which the Bidder has had or currently has a contractual relationship. The existence of any such pending actions, suits, proceedings, claims or investigations may be a factor considered by the Authority in determining which Bidder should be awarded that contract but will not automatically disqualify the Bidder from consideration. Should there be no legal actions, suits, proceedings, claims or investigations pending with any

governmental agency with which the Bidder has had or currently has a contractual relationship, a statement to that effect will be included.



## PART III

### CRITERIA FOR SELECTION

**III-1. Mandatory Responsiveness Requirements.** To be eligible for selection, a bid shall be (a) submitted by a Bidder who registered with Shannon Stewart using the [Bidder Registration Form](#); (b) timely received from a Bidder; and (c) properly signed by the Bidder.

**III-2. Technical Nonconforming Bids.** The three (3) Mandatory Responsiveness Requirements set forth in Section III-1 above are the only requirements that the Authority will consider to be non-waivable. The Authority reserves the right, in its sole discretion, to waive any other technical or immaterial nonconformities.

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

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

## **PART IV**

### **WORK STATEMENT**

#### **IV-1. Objectives**

The Philadelphia Parking Authority is seeking bids from contractors to provide bottled water under a one-year contract with the option for two (2) additional one (1) year terms. The Authority intends to procure an estimated 4000 cases of bottled water each year of the contract. It is estimated that yearly there will be two to three deliveries required. All shipping costs should be included in the unit price of the product.

#### **IV-2. Specific**

The successful Bidder should be able to provide the following service:

- A.** All items under this solicitation must comply with the "Made in USA" Standard.
- B.** Bottled water must meet the FDA Guidelines found in 21 CFR Part 129 and 21 CFR § 165.110.
- C.** All water bottles will contain 20 ounces of water or 16.9 ounces of water.
- D.** Each case will consist of 24 bottles.
- E.** All water bottles will have either a twist off cap or a sports top cap. Bidders may submit a bid on one product or all products.
- F.** Water will be delivered in two to three shipments per year. Cases of water will be delivered on pallets to the Authority's designated warehouse facility. Pallets must be securely wrapped to sustain several moves after delivery. Orders shall be placed by the tractor trailer load. If deliveries are made on a flatbed truck the Authority can off load with their own forklift (48 hours' notice is needed to ensure that the forklift and an operator are available). If deliveries are made on a closed trailer the delivery company must have a pallet jack on board to move skids from front to back.
- G.** All shipping and delivery costs must be included in the unit cost per case.

## PART V

### CONTRACT TERMS AND CONDITIONS

**V-1. Sample Contract.** A sample contract is attached to this solicitation as *Appendix B*. Please review the sample contract carefully. Any exceptions or requested changes to the contract **must be clearly noted in the bid (Tab D)** in order to be considered.

Exceptions or requested changes to the sample contract will be considered a part of the response. Exceptions or requested changes to the sample contract should be made with great care. The Authority may reject all or some of those changes or exceptions, in its sole discretion.

The Authority's Contractor Integrity Provisions are attached to the proposed form of contract as Exhibit "A". Those Provisions apply to every Authority contractor and any party seeking to contract with the Authority. By submitting a bid to this public procurement process the potential contractor agrees to comply with the Contractor Integrity Provisions.

**V-2. Contract Term.** The term of the contract shall commence upon award of a contract by the Authority's Board at a public meeting and execution of a contract by the Executive Director and will end one (1) year thereafter unless it is terminated earlier pursuant to the terms of the contract. The term of the contract may be extended by and at the sole option of the Authority for up to 2 (two) additional one-year renewals.

Appendix A  
Bid Form

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

**BOTTLED WATER 2022  
INVITATION FOR BID No. 22-19**

**BID FORM**

1. The undersigned submits this bid in response to the above referenced Bid No. 22-19 Bottled Water 2022 being familiar with and understanding the advertised notice of opportunity, General Information, Work Statement, Bid Form, Affidavit of Non-Collusion, and Addenda if any (the "Bid Documents"), as prepared by the Philadelphia Parking Authority and posted on the Authority's Internet website and on file in the office of the Authority at 701 Market Street, Suite 5400, Philadelphia, PA 19106. The party submitting a bid is the "Bidder".
2. The Authority reserves the right to withdraw and cancel this IFB prior to opening or to reject any and all bids after bids are opened if in the best interest of the Authority, in the Authority's sole discretion. If the Authority accepts Bidder's offer, Bidder agrees to execute a contract memorializing the bid's terms if the contract is delivered to Bidder within 60 days of the bid opening date. This provision will not be interpreted to preclude the execution of a contract related to this bid outside of that 60-day period.
3. Bidder acknowledges receipt of the following addenda:

Addendum

Date

_____	_____
_____	_____
_____	_____

4. **Term of Contract:** The term of the contract for Bottled Water shall commence upon award of a contract by the Authority's Board at a public meeting and execution of a contract by the Executive Director and will end one year thereafter unless it is terminated earlier pursuant to the terms of the contract. The term of the contract may be extended by and at the sole option of the Authority for up to two (2) additional one (1) year terms.

5. **Bid Price:** Bidder agrees to provide bottled water in accordance with the Work Statement for the prices stated below:

Estimated Quantity Per Year	Description	Unit Cost Per Case	Total Cost Per Year
Year One 4,000 cases	20 Oz. bottled water with sports top cap	\$	\$
Year Two 4,000 cases	20 Oz. bottled water with sports top cap	\$	\$
Year Three 4,000 cases	20 Oz. bottled water with sports top cap	\$	\$
		<b>Total for three years:</b>	

Estimated Quantity Per Year	Description	Unit Cost Per Case	Total Cost Per Year
Year One 4,000 cases	20 Oz. bottled water with twist cap	\$	\$
Year Two 4,000 cases	20 Oz. bottled water with twist cap	\$	\$
Year Three 4,000 cases	20 Oz. bottled water with twist cap	\$	\$
		<b>Total for three years:</b>	

<b>Estimated Quantity Per Year</b>	<b>Description</b>	<b>Unit Cost Per Case</b>	<b>Total Cost Per Year</b>
<b>Year One 4,000 cases</b>	16.9 Oz. bottled water with sports top cap	\$	\$
<b>Year Two 4,000 cases</b>	16.9 Oz. bottled water with sports top cap	\$	\$
<b>Year Three 4,000 cases</b>	16.9 Oz. bottled water with sports top cap	\$	\$
		<b>Total for three years:</b>	

<b>Estimated Quantity Per Year</b>	<b>Description</b>	<b>Unit Cost Per Case</b>	<b>Total Cost Per Year</b>
<b>Year One 4,000 cases</b>	16.9 Oz. bottled water with twist cap	\$	\$
<b>Year Two 4,000 cases</b>	16.9 Oz. bottled water with twist cap	\$	\$
<b>Year Three 4,000 cases</b>	16.9 Oz. bottled water with twist cap	\$	\$
		<b>Total for three years:</b>	

6. **Requirement Statement:** The undersigned contractor agrees to furnish bottled water services as specified in the Work Statement and any Addenda if issued for the term of the contract.

---

Signature

---

Name  
(Please Print)

---

Title

---

Date



7. **Manufacturing Statement:** The undersigned contractor certifies that all items comply with the “Made in the USA” Standard as specified in the Work Statement for the term of the contract.

---

Signature

---

Name  
(Please Print)

---

Title

---

Date

8. **Delivery Schedule:** The undersigned contractor agrees to deliver all bottled water as identified in the Work Statement within 7 days of receiving an order.

---

Signature

---

Name  
(Please Print)

---

Title

---

Date

**9. Bidders Signatures:** Complete ONE section below.

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, Assistant Treasurer, or Officer 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 form.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Business Name of Bidder

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/State/ZIP Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
SEAL:

\_\_\_\_\_  
Date

**If bid is by a business entity other than a corporation form must be dated and signed here:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Business Name of Bidder

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/State/ ZIP Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Type of Entity

**10. Affidavit of Non-Collusion:**

State of: \_\_\_\_\_  
County of: \_\_\_\_\_

Bid No. \_\_\_\_\_

I state that I am \_\_\_\_\_ (Title) of \_\_\_\_\_ (Name of my organization) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid and I have placed my signature below.

I state that:

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

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

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

(4) The bid of my organization is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid. I have read, understand and will abide by the Authority's Contractor Integrity Provisions.

(5) \_\_\_\_\_ (my organization's name) its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that \_\_\_\_\_ (my organization's name) understands and acknowledges that the above representations are material and important and will be relied on by The Philadelphia Parking Authority when awarding the contract for which this bid is submitted. I understand and my organization understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from The Philadelphia Parking Authority of the true facts relating to the submission of bids / proposals for this contract.

\_\_\_\_\_  
Signature

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_ DAY  
OF 20\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**11. 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.....

iii.....

d. **Philadelphia Business Activities License Number:** \_\_\_\_\_

e. **Federal EIN Number:** \_\_\_\_\_

**Philadelphia Parking Authority**  
**SMALL & SMALL DIVERSE BUSINESS**  
**PARTICIPATION SUBMITTAL**

**Bid Name and Number:** \_\_\_\_\_

**Bidder:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**BIDDER INFORMATION:**

Does the Bidder hold a Small Business Procurement Initiative certificate issued by the Pennsylvania Department of General Services?       Yes    No   (**MUST** check one)

If yes, please identify each category that applies to your business:

1. \_\_\_\_\_.
2. \_\_\_\_\_.
3. \_\_\_\_\_.
4. \_\_\_\_\_.
5. \_\_\_\_\_.

The Bidder will need to attach a copy of their SBPI certificate. Bidder will be required to maintain their status as a certified Small and Small Diverse Business throughout the entire term of the contract. **This form must be completed and submitted with your bid.** If you do not participate in the Small Business Procurement Initiative, please check the box for “No” and submit with your proposal.

MANAGER CONTRACT ADMINISTRATION  
THE PHILADELPHIA PARKING AUTHORITY  
701 MARKET STREET, SUITE 5400  
PHILADELPHIA, PA 19106



**Bid Decline Form:** Bid No. 22-19 Bottled Water 2022

If you do not intend to submit a bid to the Authority for this solicitation, please return this form immediately.

The undersigned vendor declines to submit an offer for this project.

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

- Work Statement too "tight" (explain below)
- Unable to meet time period for responding to this IFB
- We do not offer this product or service
- Our schedule would not permit us to perform
- Unable to meet Work Statement
- Work Statement unclear (explain below)
- Unable to meet Insurance Requirements
- Unable to meet Contract Requirements (explain below)
- Other (specify below)

Comments:


Upon completion of this form, please email the form to Shannon Stewart, Manager of Contract Administration at [stewart@philapark.org](mailto:stewart@philapark.org). A link to the electronic version of this form can be found on our website or by clicking this link, <https://app.smartsheet.com/b/form/3eea25986b9842f5be03140a9ff457db>.

Appendix B  
Sample Contract



**SAMPLE AGREEMENT  
FOR THE PURCHASE OF BOTTLED WATER  
BY AND BETWEEN  
THE PHILADELPHIA PARKING AUTHORITY  
AND**

---

**PPA Contract No. 22-0090**

**THIS AGREEMENT** effective as of this \_\_\_ day of \_\_\_\_\_, 2022, by and between **The Philadelphia Parking Authority**, an agency of the Commonwealth of Pennsylvania and a body corporate and politic, with its principal address at 701 Market Street, Suite 5400, Philadelphia, PA 19106 (the "**Authority**") and \_\_\_\_\_ with an address 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;

**WHEREAS**, the Authority, in the public interest, desires to purchase quality bottled water for consumption by its workforce ("**Bottled Water**");

**WHEREAS**, in order to procure such Bottled Water, the Authority issued an Invitation for Bids "**Bottled Water 2022**" Bid No. 22-19 on \_\_\_\_\_ ("**IFB**");

**WHEREAS**, Company submitted a conforming Response to the IFB ("**BID**") on \_\_\_\_\_, and is in the business of providing and distributing Bottled Water of the type and quantity that the Authority wishes to purchase;

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

**NOW, THEREFORE**, in consideration of the covenants and conditions contained herein, intending to be legally bound, the parties hereto hereby agree as follows:

**1. SCOPE OF SERVICES:**

The Authority hereby engages and Company hereby agrees to perform the following services ("**Services**"):

A. To furnish Bottled Water of a specific brand or, upon the approval of the Authority a brand equivalent thereto in accordance with the Specifications detailed in the IFB (Exhibit "**B**") and incorporated throughout this Agreement, and Company's BID (Exhibit "**C**").

B. To adhere to all of the terms of the IFB, Company's BID, and all terms and conditions of this Agreement; and

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

**Mary Wheeler**  
**Director of Procurement**  
**Philadelphia Parking Authority**  
**701 Market Street, Suite 5400**  
**Philadelphia, PA 19106**  
**Business Phone: 215.683.9665**

## **2. TERM**

The term of the contract for Bottled Water shall commence upon award of a contract by the Authority's Board at a public meeting and execution of a contract by the Executive Director and will end one year thereafter, unless it is terminated earlier pursuant to the terms of the contract. The term of the contract may be extended by and at the sole option of the Authority for up to 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 Bottled Water based solely on the quantities of each item ordered multiplied by the Unit Price(s) as set forth in the BID. ("Proposal Price").

B. The Proposal 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. Company shall invoice the Authority upon delivery of the Bottled Water to the Authority. All invoices shall include a Purchase Order number supplied by the Authority. Invoices shall be payable within thirty (30) calendar days after receipt, inspection and acceptance of the Bottled Water by the Authority unless a later payment date is provided for in the Company's invoice, in which case the later date shall control. Upon delivery, Company shall secure a signed receipt of delivery and shall mail same along with the invoice to Mary Wheeler via email at [MWheeler@philapark.org](mailto:MWheeler@philapark.org), with a hard copy to *Accounts Payable* at the Authority address listed above. The Authority will not acknowledge invoices that are not submitted in accordance with the procedure outlined above.

#### **4. TERMS OF DELIVERY**

A. Delivery of the Bottled water shall be made by Company to the Authority within seven (7) days of the date that each order is confirmed by Company. Failure by Company to deliver the merchandise covered by this Agreement within the specified time shall constitute a breach of this Agreement and shall release the Authority from any and all liabilities or obligations hereunder.

B. THE TIME OF DELIVERY IS OF THE ESSENCE. IF A TENDER OF CONFORMING GOODS 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 Bottled Water has been actually received and accepted by the Authority. Advance and excess shipments may at the Authority's option be rejected and returned to Company at Company's expense.

C. Upon Delivery, the Bottled Water shall be inspected by the Authority to assure conformity with the Authority's IFB. In the event that the Bottled Water fails to be compatible in any way, the non-conforming Bottled Water may be returned to Company with Company's obligation to take adequate remedial action as to the non-conforming Bottled Water or replace such Bottled Water with conforming Bottled Water in either case, within seven (7) calendar days of rejection by the Authority, or the delivery of such non-conforming Bottled Water 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 Bottled Water is transferred to the physical and titular possession of the Authority.

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

## **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 Bottled Water as outlined in Section 4 of this Agreement, Company shall be liable for, and the Authority shall be entitled to recover, liquidated damages in the amount of ten percent (10%) of the unit price of the Bottled Water. 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 Bottled Water fails to meet the Terms of Delivery as outlined in Section 4 of this Agreement. The parties hereby agree and acknowledge that calculation of the damages from a breach would be difficult to estimate accurately and that the foregoing percentage is a reasonable approximation thereof and is intended as the fair allocation and liquidation of damages.

B. Company shall not be responsible for delay, non-delivery or default if occasioned by strikes, war, or riot, or any delay due to demands or embargoes of The United States Government, or any other government, or non-delivery or delays resulting directly or indirectly from an act of God including, but not limited to, fires, floods, or droughts, or delay as a result of insurrections, lockouts, or stoppage of labor or by refusal of any necessary license or government restrictions considered as "Force Majeure,".

## **6. NO SOLICITATION/CONFLICTS OF INTEREST.**

A. Company does hereby warrant and represent that the laws of the Commonwealth of Pennsylvania have not been violated as they relate to the procurement or performance of this Agreement by any conduct, including payment or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly to any Authority employee, officer or Company.

B. To the best of Company's knowledge, no Authority member or officer, and no employee of the Authority has any interest (whether contractual, non-contractual, financial or otherwise) in this transaction or in the business of Company. If such transaction comes to the knowledge of the Company at any time, a full and complete disclosure of such information shall be made to the Authority.

C. Company hereby acknowledges receipt and acceptance of the Authority's Contractor Integrity Provisions attached hereto as Exhibit "A". Company, for itself, its agents and employees agrees to adhere to the Contractor Integrity Provisions and understands that failure to do so may result in the cancellation of this contract and the reporting of any offending event for investigation.

## **7. 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 Bottled Water;
- B. Refuse to accept a subsequent tender of substitute, conforming Bottled Water;
- C. Return nonconforming or late delivered Bottled Water to Company at Company's expense and, at the Authority's option, either recover all payments made theretofore and expenses incident thereto, or at Company's expense, receive replacement therefore;
- D. Recover any advance payments from Company for undelivered Bottled Water;
- E. Rework the Bottled Water to make the Bottled Water conform to the warranties and charge Company for the expense thereof;
- F. Use the Bottled Water for a purpose other than the purpose originally intended and charge Company for the amount by which the purchase price exceeds the price of Bottled Water normally required for such alternative purposes;
- G. Have Company replace defective Bottled Water at Company's expense;
- H. If defective Bottled Water is replaced by the Authority or Company, charge Company for all costs and expenses of or replacing non-defective Bottled Water distributed as a consequence of replacing defective Bottled Water.
- I. If Bottled Water causes 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.**

## **8. WARRANTIES**

Company expressly warrants that all Bottled Water purchased and delivered hereunder:

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

B. Will 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 Bottled Water to the Authority,

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

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

E. Will 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 Bottled Water 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 Bottled Water 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.

## **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 of this Agreement, including without limitation, the timeliness of delivery, the conformity of Bottled Water 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 the Services of this Agreement or fulfill a Purchase Order is in danger or impaired.

In the event of such cancellation, the Authority shall have the rights and remedies set forth in Section 7, above, and the Authority's sole liability to Company shall be for conforming Bottled Water 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 five (5) days' notice in writing by the Authority to Company. If the Agreement is terminated by the Authority, as provided herein, Company will be paid any compensation outstanding for the Bottled Water satisfactorily delivered pursuant to Section 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. Right to Know Law Provisions.**

1. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Agreement.

2. If the Authority requires the assistance of the Company as to any request or other issue related to the RTKL in regard to this Agreement ("Requested Information"), it will notify the Company using the contact information provided in this Agreement. Upon written notification from the Authority that it requires the Company's assistance in responding to such a request under the RTKL the Company must:

i. Provide the Authority, within 5 days after receipt of written notification, with copies of any document or information in the Company's possession arising out of this Agreement that the Authority reasonably believes is Requested Information and may be a public record under the RTKL; and

ii. Provide such other assistance as the Authority may reasonably request, in order to comply with the RTKL with respect to this Agreement.

3. If the Company considers the Requested Information to be exempt from production under the RTKL, the Company must notify the Authority and provide, within 5 days of receiving the written notification, a written statement signed by a representative of the Company explaining why the requested material is exempt from public disclosure under the RTKL and identifying the specific provision of the RTKL that renders some or all of the Requested Information exempt from disclosure.

4. The Authority will rely upon the written statement from the Company in denying a RTKL request for the Requested Information unless the Authority determines that the Requested Information is clearly not protected from disclosures under the RTKL. In the event the Authority determines that the Requested Information is clearly not exempt from disclosure, the Company must provide the Requested Information to the Authority within 5 days of receipt of written notification of the Authority's determination.

5. The Authority will reimburse the Company for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.



6. If the Company fails to provide the Requested Information as provided in paragraph No. 4. (“Company’s Refusal”) the party requesting the information may have the right to challenge that failure to disclose before the Pennsylvania Office of Open Records (“OOR”) and potentially the courts. Company hereby understands and agrees that the Authority will not argue in favor of the Company’s non-disclosure of the Requested Information and will inform the tribunal that it directed Company to produce such information.

7. In the event of administrative or legal proceedings, or both, related to Company’s Refusal, the following will apply:

i. Company will defend the Authority, at its sole cost, before an agency or court as to any matter or claim related to Company’s Refusal. Company will provide that defense through independent legal counsel agreed to in advance by the Authority, in its sole discretion.

ii. Company further agrees that it will indemnify and hold the Authority harmless for any damages, penalties, costs, detriment or harm that the Authority may incur as a result of the Company’s failure to release Requested Information, including any statutory damages or order to pay any party’s attorney’s fees.

8. As between the parties, the Company agrees to waive all rights or remedies that may be available to it as a result of the Authority’s disclosure of Requested Information pursuant to the RTKL.

9. The Company’s duties relating to the RTKL are continuing duties that survive the expiration or termination of this Agreement and shall continue as long as the Company has Requested Information in its possession.

**B. Force Majeure.** Neither contracting party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition and governmental action) that was beyond the party’s reasonable control.

**C. No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

**D. Maintenance of Records.** Regardless of the impact of the Right-to-Know Law, Company shall maintain all data, records, memoranda, statements of services rendered, correspondence and copies thereof, in adequate form, detail and arrangement, for the Authority’s benefit for a minimum of three (3) years following the termination or expiration of this Agreement. Such information must be maintained in a secure and professionally reasonable manner. Thereafter, Company shall contact the Authority before disposing of any such materials and the Authority may direct that some or all of such materials be delivered to the Authority.

**E. Assignment.** This Agreement may not be transferred or assigned by Company without the prior written consent of the Authority which consent may be withheld in the sole discretion of the Authority, any transfer or assignment made without the prior written consent of the Authority shall be void.

**F. Non-Discrimination.** Company agrees to abide by all legal provisions regarding non-discrimination in hiring and contracting made applicable by federal, state and local laws.

**G. Notices.** Any legal notice or demand given by one party to the other under this Agreement shall be in writing and served by a delivery service, against written receipt or signed proof of delivery addressed to the other party at the address set forth above, unless a party shall have provided written notice to the other identifying a new address for notice. Notice to the Authority shall be labeled "c/o/ General Counsel". All notices shall be deemed given on the day after the notice was given to the courier or Postal service.

**H. 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.

**I. General Indemnity.** Company shall be responsible for, and shall indemnify, defend, and hold harmless the Authority and its Members, officers, employees, attorneys and agents (the "Indemnified Parties") from all claims, liabilities, damages, and costs including reasonable attorneys' fees, for bodily injury (including death and workers compensation claims) and damage to real or tangible personal property arising from or related to the negligence or other tortious acts, errors, and omissions of Company, its employees, or its subcontractors while engaged in performing the work of this Agreement or while present on the Authority's premises, and for breach of this Agreement regarding the use or nondisclosure of proprietary and confidential information where it is determined that Company is responsible for any use of such information not permitted by this Agreement. This indemnification obligation shall not be reduced in any way by any limitation on the amount or type of damages, compensation, or benefits payable by Company or its subcontractors under any employee benefit act including but not limited to Workers' Compensation Acts, Disability Benefits Acts, or other Employee Benefit Act.

**J. Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the matter covered by this Agreement. No other agreement, statement, representation, understanding or promise made by any party or by any employee, officer, or agent or any party, that is contained in this Agreement, shall be binding or valid. Any revisions, additions, and/or modifications of this Agreement must be set forth in writing and signed by all parties.

**K. Exhibits and Interpretation.** All Exhibits to this Agreement are hereby incorporated by reference as though set forth fully herein. The contracting parties acknowledge and agree that (i) each party reviewed and negotiated the terms and provisions of this Agreement and has contributed to it; and (ii) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of the Agreement, regardless of which party was generally responsible for the preparation of this Agreement.

**L. Order of Precedence.** In the event of an inconsistency between provisions of this Agreement, it shall be resolved by giving precedence in the following order: (1) the main body of this Agreement (not including Exhibits); (2) the IFB (Exhibit “B”), (3) the Company’s Bid (Exhibit “C”) and (4) all other exhibits. It is Company’s responsibility to study this Agreement and to report at once in writing to the Authority any errors, inconsistencies, discrepancies, omissions or conflicts discovered between any provisions of the Agreement. Any work performed by the Company prior to receiving a written response from the Authority with respect to any alleged error, inconsistency, discrepancy, omission or conflict shall be at the Company’s own risk and expense.

**M. Specific Proposals.** It is understood that the Authority shall have the absolute discretion to accept, reject or modify any proposal or offer which Company may bring to the Authority’s attention during the term of this Agreement. The Authority may direct that Company suspend or modify any of its Services related to this Agreement at any time.

**N. Independent Contractor.** Company agrees that it, as well its employees, are independent contractors as to any Services provided and this Agreement is not intended to create any form of employment relationship.

**O. Applicable Law and Venue.** This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The parties hereto irrevocably consent to the exclusive jurisdiction of the First Judicial District of Pennsylvania, being the Philadelphia Court of Common Pleas and waiving any claim or defense that such forum is not convenient or proper. Company agrees that the Philadelphia Court of Common Pleas shall have *in personam* jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

**P. Taxes.**

1. Company hereby certifies that neither it, nor any of its parent or subsidiary entities, is delinquent or overdue in the payment of any tax or fee to the City or County of Philadelphia or the Commonwealth of Pennsylvania. Company also certifies that its Philadelphia Activity License No. is: \_\_\_\_\_ . Company further certifies that its Federal Tax ID. No. is: \_\_\_\_\_ .

2. As an agency of the Commonwealth of Pennsylvania, and a local government agency, the Authority is exempt from the payment of state and local sales and use and other taxes on material, equipment or other personal property. Company agrees that the fees, prices or rates stated in this Agreement (1) do not include any state or local taxes, surcharges or fees on the Authority in connection with this transaction, and (2) do include all other applicable taxes for which Company is liable. In the event Company's performance under this Agreement creates a tax liability, such taxes, including but not limited to, real estate taxes, school taxes, use & occupancy taxes, and sales taxes shall be the sole obligation of Company, and Company shall maintain current accounts as to the payment of such taxes and be liable over to the Authority for any taxes assessed against the Authority as a result of Company's performance under this Agreement.

**Q. Ownership of Authority Materials.** As between the parties, the Authority shall own and retain all right, title and interest in and to all Authority data, records, policies, statements, advertisements, programs, procedures, files, any and all Authority Provided Resources, such as, documents, or data provided by the Authority, including but not limited to the IFB, and all written summaries, findings and reports, and proposed policies and procedures produced by Company pursuant to this Agreement.

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

**S. 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.

**T. Prior Agreement.** This Agreement supersedes and replaces any and all previous agreements between the parties.

**U. Recitals.** The Recitals set forth at the beginning of this Agreement are deemed incorporated herein, and the parties hereto represent they are true, accurate and correct.

**V. Separation Clause.** If any provision of this Agreement, or the application of any provision to any person or circumstances, is held invalid or unenforceable, the remainder of this Agreement and the application of such provision(s) to other persons or circumstances shall remain valid and enforceable.

**SIGNATURE PAGE TO FOLLOW**

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

**The Philadelphia Parking Authority**

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

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

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

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

Clarena Tolson  
Deputy Executive Director

**APPROVED AS TO FORM**

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

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

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

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

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

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

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

**EXHIBIT "A"**  
**Contractor Integrity Provisions**

**Philadelphia Parking Authority**  
**CONTRACTOR INTEGRITY PROVISIONS**

1. Definitions.

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

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

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

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

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

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

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

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

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

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

6. Contractor shall have no financial interest with or in any other contractor, subcontractor,

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

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

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

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

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

11. For violation of any of these Contractor Integrity Provisions the Authority may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete



performance under this contract, and debar and suspend Contractor from doing business with the Authority. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

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

- a) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
- b) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
- c) had any business license or professional license suspended or revoked;
- d) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
- e) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

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

**EXHIBIT "B"**  
**IFB**

**EXHIBIT "C"**  
**Company's Bid**

Appendix C  
Insurance Requirements

Insurance Requirements for this bid will be released via Addendum #1.

# Appendix D

## Order History

The order history for this bid will be released via Addendum #1.