INVITATION FOR BIDS FOR

Uniform Supplier

Bid No. 23-08

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PART I

GENERAL INFORMATION TO BIDDERS

SUMMARY		
When:	Bids must be submitted by Thursday, June 22, 2023 no later than 12:00 PM . Bids will be publicly opened and read aloud.	
Where:	Philadelphia Parking Authority Attention: Shannon Stewart, Manager of Contract Administration 701 Market Street, Suite 5400 Philadelphia, PA 19106	
How:	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 Thursday , June 22, 2023 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. 23-08 Uniform Supplier". All bids must be presented with one (1) original and eight (8) copies, individually numbered, and an electronic version consisting of one PDF file. Do not password protect files on USB or the USB itself .	
Mandatory Pre-Bid Meeting	A mandatory in-person Pre-Bid meeting will be held on Wednesday, May 24, 2023 at 11:00 AM at the Authority's headquarters located at 701 Market Street, Suite 5400, Philadelphia, PA 19106. Samples of each uniform item will be on display during the Pre-Bid meeting. Immediately following the Pre-Bid meeting, bidders will be given the opportunity to inspect all current uniform items. Bidders must inspect the uniform items and determine the correct font, size, stitching, etc. each item requires. Prospective Bidders who are having issues locating the Authority's headquarters should contact Shannon Stewart for assistance at 215.837.9025. Please complete the <u>Bidder Registration Form</u> to complete your registration for this solicitation.	

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 employee uniforms from a reputable supplier under an initial contract term ending January 31, 2025. The term of the contract may be extended by and at the sole option of the Authority for up to four (4) additional one-year renewals.

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 Wednesday, June 7, 2023 at 12:00 PM. Questions concerning this IFB are to be submitted via email to Shannon Stewart at sstewart@philapark.org with "Bid No. 23-08 Uniform Supplier" listed in the subject line.

Only questions submitted in writing will be addressed. The Authority will answer all questions in writing via addendum. All addenda will be emailed to all eligible bidders and posted to the Authority's website at <u>www.philapark.org</u>.

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 prior to the question deadline. All questions

and clarification requests will be responded to via written addendum that will be emailed to all eligible Bidders. Addenda will also be posted to the Authority's website, <u>www.philapark.org</u>.

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 **Thursday, June 22, 2023 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 Diverse Business Requirements.

The Authority is continually looking for opportunities available for growth and advancement among small diverse business through contracts to provide products, services or construction to the Authority. Bidders shall identify their status as a small diverse business by completing the 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 a business entity other than a corporation, the title of the signer and type of entity is required.

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.

Bidders may request a waiver or relief for any coverages by submitting the request during the question period and allowing 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 <u>and</u> 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 **<u>must be clearly noted</u> <u>in the bid</u> (Tab F)** 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 does not currently have a Philadelphia Commercial Activity License, it must obtain one no later than five business days after notification of selection. 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 are 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.

Any use of subcontractors by a Bidder must be identified in the bid. During the contract period, use of any subcontractors by the selected Bidder, which were not previously identified in the bid, must be approved in advance in writing by 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 to determine the lowest responsive, responsible bidder. The Authority will notify all other Bidders of the award within sixty (60) days after the date the bids are opened. Such notice shall be in writing and mailed and/or emailed 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 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 borne 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 <u>may</u> 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. An electronic form is also available using the link below. Specific comments and observations are encouraged.

https://app.smartsheet.com/b/form/366ba94b2a7547e49dbcbf7a5ea6552d

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. Substitution Requests During the Bid Process:

The uniform items specified in this Bid include a brand name and style number of the items that are known to meet the needs of the Authority. Since the Authority does not wish to rule out other competition, equal brands or makes will be considered for approval. Each request for an approved equal substitution must be made in writing prior to the question deadline. Each request will require a sample be submitted to the Authority for inspection. The Authority will respond to each substitution request via addendum to all eligible Bidders. Sample must be delivered to the address below no later than Wednesday, June 7, 2023 at 12:00 PM.

Shannon Stewart, Manager of Contract Administration Philadelphia Parking Authority 701 Market Street, Suite 5400 Philadelphia, PA 19106

I-23. Substitutions Requests During Contract Period

Substitutions may be considered during the contract period for discontinued items. Replacement items must be approved by the Authority in writing and the item must be of equal or higher quality than the awarded item and the cost will remain the same. A sample must be supplied with the request for approval.

I-24. Change or Addition of Uniform Items:

Should the Authority's uniform needs change during the contract period necessitating the addition of a different garment type that is not included in the contract, the Authority, at its sole discretion will negotiate a mutually acceptable unit price with the Contractor. Samples of the new item(s) will be required prior to the addition of the new items to the contract.

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 and the point size font for text must be 10 to 12. 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 – Qualifications and Experience Tab C - References Tab D – Bid Form Tab E – Evidence of Insurance Tab F – Proposed Amendments to the Sample Contract Tab G – Ongoing Legal Actions Tab H – Financial Statements Extended tabs, tabs extending beyond the 8 ½ x 11" paper, must be used.

II-2. Transmittal Letter (Tab A).

Bidders must 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. Qualifications and Experience (Tab B).

Bidders must provide evidence satisfactory to the Authority that they are fully competent to provide the goods and services as identified in the Work Statement.

Identify the largest contract you have held and the dates the services were performed.

Include any personnel or services that set you apart from other uniform suppliers or reasons why it would be most advantageous for the Authority to contract with you.

II-4. References (Tab C).

A minimum of three (3) references, to whom similar services were provided within the last 3 years. The client references must include the name of the organization, address, email address, telephone number, individual contact person, the dates services were performed, and a description of the services provided.

II-5. Bid Form (Tab D).

The Bid Form attached as *Appendix A* must be submitted in its entirety (with the exception of the Bid Decline Form). Bidders must insert Appendix D – Cost Form completed with all pricing.

II-6. Evidence of Insurance (Tab E).

The successful Bidder(s) 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.

Bidders may request a waiver or relief for any coverages by submitting the request during the question period and allowing the Authority to respond via addendum.

Insurance requirements will not be negotiated after the bid due date.

II-7. Proposed Amendments to Sample Contract (Tab F).

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 <u>must be</u> <u>clearly noted in the bid</u> to be considered.

II-8. Ongoing Legal Actions (Tab G).

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.

II-9. Financial Statements (Tab H).

Bidder must provide complete financial statements for the last three years, which have been audited or reviewed by an independent Certified Public Accountant who is not an employee of the Offeror. Complete financial statements must include, at a minimum, a balance sheet, income statement, reconciliation of equity, and a cash flow statement. Offeror may only submit one copy of their financial statements either with the original proposal or in a separate envelope marked "confidential".

The Authority will maintain the confidentiality of financial information submitted by an Offeror. That information will be reviewed by professionals in the Authority's Finance Department and will not otherwise be released, disseminated, or shared with any third party absent legal mandate and advanced notice to the Bidder.

Financial information submitted in response to an IFB is generally exempt from disclosure under Pennsylvania's Right to Know Law. 65 P.S. § 67.708(b)(26). The Authority will not sign non-disclosure agreements related to a Bidder's financial information.

A bid submitted without the required financial information may be considered nonresponsive, rejected, and not considered for award.

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 was represented at the mandatory pre-bid meeting; (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. General.

The Authority is seeking a qualified contractor that is capable of supplying uniform clothing, badges, name plates, and materials for uniformed Authority staff members. These clothing items include, but are not limited to, shirts, pants, coats, rain gear, shorts, sweaters, hats, and sweatshirts.

The Authority seeks a vendor that can provide an interactive uniform order-tracking software and delivery systems for its uniformed employees. Authority employees will place seasonal orders twice each year, beginning in February and June. The system will require the ability to manage a monetary/credit program based upon the monetary/credit value of the uniform items. During each ordering period, the employees will be given a pre-determined amount of credits to spend at their discretion. The system will be required to reset available money/credits on February 1st of each year. The system will be required to provide the status of all orders placed in the system, including orders that are backordered. Authority employees will have the ability to place their orders directly and track them to their final destination. Contractor will provide training for Authority Employees use and access to the Portal. Contractor will also provide training to certain Authority management as it relates to any tracking and reporting capabilities.

IV-2. Specific.

1. Uniform Clothing & Materials

- a. All items must be available in men's and women's sizing options unless the item is unisex.
- b. Quantities listed on the cost form are estimated yearly amounts, the actual amount ordered each year may vary depending on the needs of the Authority.
- c. Unit price for each item will be inclusive of all costs to include delivery, embroidery, patching and silk-screening,
- d. Maternity Cargo Pocket Pants and Full Flare Skirts are ordered on an as-needed basis. The Authority has not yet determined the approved brand and style for each item. If the bidder has an available brand and style of Maternity Cargo Pocket Pants and/or Full Flare Skirts, please include the brand, style and unit cost in your bid form. Bidders will be required to submit samples of the Maternity Cargo Pocket Pants and/or Full Flare Skirts available by the substitution deadline. Offering Maternity Cargo Pocket Pants and Full Flare Skirts are not a requirement for this bid and will not be included in the total bid cost for evaluation purposes.
- e. All items offered under this solicitation must comply with the "Made In USA" Standard to the best of the Bidders' ability.
- f. The selected Contractor will be responsible for embroidering, silk screening and applying patches as identified on the cost form. Some items will require embroidering and silk screening on the same item. Outer garments require sown patches to be provided and applied.
- g. Each order will be delivered separately addressed to the employee who placed the order. Each delivery will contain a packing slip confirming what is being delivered. Tracking information must be provided for each order.
- h. Contractor must provide a tracking mechanism the Authority can access to view any backordered items and the estimated backorder time.
- i. Any errors made by the Contractor, including but not limited to printing, embroidery or delivery errors, will be corrected at the Contractor's expense.

j. The following order types will be placed by the Authority:

Seasonal Orders

Seasonal orders are bulk orders placed twice a year for summer and winter uniforms by all uniformed employees. The contractor will be responsible to have enough inventory in preparation for the bulk orders.

- 1. Summer Uniforms will be ordered between February and March and must be delivered no later than May 1.
- 2. Winter Uniforms will be ordered between June and July and must be delivered no later than September 1.

The first seasonal order period under this contract will be for Summer Uniforms and will begin on February 1, 2024.

Non- Seasonal Orders

1. Non-seasonal orders must be delivered within fifteen (15) business days from the placement of the order.

2. Ordering Portal:

Contractor must have and host a fully developed e-Store/on-line portal (Portal). All Uniform orders will be transmitted electronically utilizing said e-store.

During implementation, all orders will be processed via email using an order form. The order form will be developed by the awarded bidder and approved by the Authority at the kickoff meeting.

On-line portal will have the following functionality:

- 1. Each employee will have an account with a unique username and password.
- 2. Portal will have a mechanism to retrieve lost/forgotten passwords.
- 3. Administrative users (Managers) will have the capability to order on behalf of employees.
 - a. Administrative users must have the ability to create shipping labels for returns on behalf of employees.
- 4. Each account will display the uniform items and cost of each item specific to the employee's job position.
- 5. Portal will display a picture of each uniform item.
- 6. Each employee account must be credited for the upcoming seasonal ordering by February 1st for summer ordering and June 1st for winter ordering. Each account will have a bank of allocated funds available for the employee to spend. Employee allocated funds will be based on the item price and quantities allotted to each employee. Unused funds will expire on January 31st each year.
- 7. Each account will have the delivery address pre-programed for delivery to each employee.
- 8. Portal will identify whether the item is in stock or backordered. If an item is backordered, the system must provide an estimated date of when the item will be in stock.
- 9. Portal will be accessible 24 hours/seven days a week.
- 10. Portal will have the ability to track orders from checkout to delivery.
- 11. Portal will maintain the employees order history throughout the contract.
- 12. Portal will have a shopping cart which holds ordered items for review prior to placing the order.
- 13. An email will be sent to a designated contact to confirm the order.

3. Invoicing:

Individual invoices must be issued for employee orders once the order has been completely fulfilled, shipped and received. Invoices will be payable within thirty (30) calendar days after receipt, inspection and acceptance of Uniforms by the Authority unless a later payment date is provided for in the Contractor's invoice, in which case the later date will control. An itemized list that contains the employee who placed an order, and the items order must accompany each invoice. The point size font for text on invoices and supporting documents must be 10 to 12.

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

4. Delivery:

Delivery of the Uniforms will be made by Contractor to the Authority as follows:

1. For employees working in Facilities Maintenance, Booting and Fleet

Philadelphia Parking Authority 6801 Essington Avenue Philadelphia, PA 19153 Attn: (Employees Name)

- For employees working in Towing and Impoundment Philadelphia Parking Authority
 2501 S. Weccacoe Avenue Philadelphia, PA 19148 Attn: (Employees Name)
- For employees working in Meters, Planning and Analysis, Ticketing, Auctions, Registration Suspend, Communications, Security, and Off-Street Operations Philadelphia Parking Authority

701 Market Street Suite 5400 Philadelphia, PA 19106 Attn: (Employees Name)

4. For employees working in Taxi and Limo

Philadelphia Parking Authority 2415 South Swanson Street Suite 1 Philadelphia, PA 19148 Attn: (Employees Name)

5. For employees working in Facilities Maintenance (Airport Division) and Airport Operations

Philadelphia Parking Authority Philadelphia Airport Administrative Department 1 Main Toll Plaza Philadelphia, PA 19153 Attn: (Employees Name)

Delivery locations are subject to change throughout the contract term.

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 <u>must be clearly noted in the bid</u> (Tab F) 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 for a uniform supplier 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 January 31, 2025, 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 four (4) additional one (1) year terms.

Appendix A Bid Form

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

UNIFORM SUPPLIER BID No. 23-08

BID FORM

- 1. The undersigned submits this bid in response to the above referenced Bid No. 23-08 Uniform Supplier 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 a uniform supplier 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 January 31, 2025, 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 four (4) additional one (1) year terms.

5. **Bid Price:** Bidders must insert completed price list, refer to *Appendix D* of the bid document for the current list of items included in this bid. Bidders must include an excel version of the completed price list on the USB drive submitted with your bid. In the event of a discrepancy between the completed price list included in the hard copy of your bid and the electronic version, the hard copy will prevail.

6. **Requirement Statement:** The undersigned contractor agrees to provide **uniforms** as specified in the Work Statement, any Addenda, if issued and the response submitted for the term of the contract.

Signature	
 Name	
(Please Print)	
 Title	

Date

7. 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. 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

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

Date **Business Name of Bidder Street Address** City/State/ ZIP Code **Telephone Number** Type of Entity

Typed or Printed Name

Title

Signature

8. 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.

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____DAY OF 20____ Signature

Printed Name

Notary Public My Commission Expires: _____

9. Bidder's Qualifications:

a.	Type of business:	Individually owned	
	Check one	Partnership	
		Corporation	
		Other	
b.	Number of employees:	Under 25	_
υ.	• •		
	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 Commercial Activities License Number: ______

e. Federal EIN Number: ______

Philadelphia Parking Authority

SMALL DIVERSE BUSINESS PARTICIPATION SUBMITTAL

Bid Name and Number:	
Bidder:	
Contact Name:	Email:
BIDDER INFORMATION:	
Does the Bidder hold a Small Business Procurem	ent Initiative certificate issued by the Pennsylvania Department of
General Services? □ Yes □ No (<u>N</u>	<u>/IUST</u> 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 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 bid.

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



Bid Decline Form: Bid No. 23-08 Uniform Supplier

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)
- $\hfill\square$ 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 <u>sstewart@philapark.org</u>. A link to the electronic version of this form can be found on our website or by clicking this link, <u>https://app.smartsheet.com/b/form/0e0dedc5f18242b6b729c4b30f7e1ed3</u>.

Appendix B Sample Contract

AGREEMENT FOR THE PURCHASE OF UNIFORM CLOTHING, BADGES, NAME PLATES, AND OTHER MATERIALS BY AND BETWEEN THE PHILADELPHIA PARKING AUTHORITY AND

Contract No. K-23-0022

THIS AGREEMENT effective as of this ____ day of _____, 2023, by and between The Philadelphia Parking Authority, an agency of the Commonwealth of Pennsylvania and a body corporate and politic, with its principal address at 701 Market Street, Suite 5400, Philadelphia, PA 19106 (the "Authority") and ______, a _____, with its registered address at

____("Contractor").

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 high-quality and cost-effective clothing, name plates, and badges for use by its uniformed staff members ("Uniforms"), subject to the terms and conditions set forth herein;

WHEREAS, in order to procure such services, the Authority issued an Invitation for Bids No. 23-08 "Uniform Supplier" on ______, 2023 ("IFB"), attached hereto, marked as Exhibit "B";

WHEREAS, Contractor submitted a conforming Bid to the IFB ("BID") on

_____, 2023 and is in the business of providing the desired Uniforms, attached hereto, marked as Exhibit "C";

WHEREAS, after due consideration and deliberation within the Authority, Contractor was selected to provide Uniforms 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. <u>SCOPE OF SERVICES</u>.

The Authority hereby engages and Contractor hereby agrees to provide the following Uniforms and related services ("Services"):

A. To perform high quality Services, as detailed in this Agreement, the IFB, and the BID in the most cost-effective manner utilizing personnel at the level of competence required relative to the nature of the work, and to follow all applicable federal, state, or local laws;

B. Uniforms to be used by the Authority will be in accordance with the provisions and specifications provided in the IFB, and the BID;

C. Order Portal: Contractor must have and host an e-Store/on-line portal ("Portal") to transmit all Uniform orders electronically, as detailed in the IFB, and the BID. Contractor will own all right, title and interest in the Portal and all software code thereto and content therein, except for Authority trademarks and Authority created artwork. Within thirty (30) days from the first date written above, Contractor agrees to make the Portal fully functional for use by the Authority. In no event, however, will Contractor deploy the Portal without the Authority's written approval. Contractor will provide training for Authority Employees use and access to the Portal. Contractor will also provide training to certain Authority management as it relates to any tracking and reporting capabilities.

D. To coordinate the fulfillment of this Agreement with the Authority's Project Manager, **Brendon Crowther**, Project Manager – On-Street Division, who may be reached at 215-683-9790 or by e-mail at <u>Bcrowther@philapark.org</u>. However, the parties agree that only the Authority's Board or Executive Director may consent to any alteration or amendment to this Agreement, and in each such case in writing;

E. To provide all services to the Authority as directed by its Project Manager.

2. <u>TERM</u>

The term of this Agreement shall commence on the date first written above and shall end automatically on January 31, 2025 ("Initial Term"). The Authority may renew the Agreement at its sole discretion for four (4) one (1) year options, subject to the other provisions of this Agreement ("Additional Term"). The Authority shall provide 30 days written notice of its option to renew for each one-year term permitted by this Agreement. The warranties as described in Section 6 herein will survive termination of this Agreement.

3. <u>CONSIDERATION AND PAYMENT</u>.

A. For the performance of Services described herein, the Authority will pay the Contractor in accordance with the unit pricing detailed in its BID ("Unit Price"). It is agreed and understood that the Authority is not obligated to engage Contractor to provide any Services during the term of this Agreement. The Authority agrees to pay and Contractor agrees to accept payment within thirty (30) days of the Authority's acceptance of each Uniform order according to the *pro rata* value of the acceptable deliverables as determined by the Unit Price.

B. The Authority Agrees that the Unit Price may be adjusted at the conclusion of the Initial Term and each Additional Term to coincide with the percentage change in the Revised U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items Index, less food and energy, Philadelphia-Wilmington-Atlantic City area. ("CPI"). Such adjustments will first be computed at the conclusion of the Initial Term; and each Additional Term thereafter, using the twelve (12) most recent months for which CPI is available, as compared to the same month during the previous twelve (12) month period, in order to calculate the charges for each Additional Term.

C. The Unit price also includes the acquisition of, whether manufactured by the Contractor or acquired from another source, and attachment of patches to those Uniform items identified by the Authority as requiring patches.

D. Individual invoices must be issued for each shipment. Invoices will be payable within thirty (30) calendar days after receipt, inspection and acceptance of Uniforms by the Authority unless a later payment date is provided for in the Contractor's invoice, in which case the later date will control. Upon delivery, Contractor must secure a signed receipt of delivery and submit same along with the invoice to *Accounts Payable* at the Authority's address provided above. **Contractor shall also email a copy of the invoice and signed receipt of delivery to Brendon Crowther at** <u>Bcrowther@philapark.org</u>. The Authority will not acknowledge invoices that are not submitted in accordance with the procedure outlined above.

E. At no time will Contractor be reimbursed for any administrative or overhead costs incurred by Contractor in fulfilling the terms of this agreement, including, but not limited to, any time, fees or expenses associated with Contractor's travel, fuel, lodging, food, or photocopying in connection with Contractor's Services without the advanced written approval of the Project Manager.

4. <u>TERMS OF DELIVERY</u>

A. Delivery of the Uniforms will be made by Contractor to the Authority as follows:

1. For employees working in Facilities Maintenance, Booting and Fleet

Philadelphia Parking Authority 6801 Essington Avenue Philadelphia, PA 19153 Attn: (Employees Name)

 For employees working in Towing and Impoundment Philadelphia Parking Authority
 2501 S. Weccacoe Avenue Philadelphia, PA 19148 Attn: (Employees Name)

3. <u>For employees working in Meters, Planning and Analysis, Ticketing, Auctions,</u> <u>Registration Suspend, Communications, Security, and Off-Street Operations</u>

Philadelphia Parking Authority 701 Market Street Suite 5400 Philadelphia, PA 19106 Attn: (Employees Name)

4. For employees working in Taxi and Limo

Philadelphia Parking Authority 2415 South Swanson Street Suite 1 Philadelphia, PA 19148 Attn: (Employees Name)

5. For employees working in Facilities Maintenance (Airport Division) and Airport Operations Philadelphia Parking Authority

Philadelphia Parking Authority Philadelphia International Airport 1 Main Toll Plaza Philadelphia, PA 19153 Attn: (Employees Name)

Delivery locations are subject to change throughout the contract term.

B. The following order types will be placed by the Authority:

- 1. Seasonal Orders:
 - a. Summer Uniforms will be ordered between February and March and must be delivered no later than May 1.
 - b. Winter Uniforms will be ordered between June and July and must be delivered no later than September 1.
 - c. The first seasonal order period under this contract will be for Summer Uniforms and will begin on February 1, 2024.
- 2. Non-Seasonal Orders:
 - a. Non-seasonal orders must be delivered within fifteen (15) business days from the placement of the order.

C. THE TIME OF DELIVERY IS OF THE ESSENCE. IF A TENDER OF CONFORMING UNIFORMS IS NOT MADE BY THE SCHEDULED DELIVERY DATE, CONTACTOR MAY, AT THE SOLE DISCRETION OF THE AUTHORITY, HAVE AN OPPORTUNITY TO MAKE A LATER CONFORMING TENDER. Contactor must 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 Contactor to expedite delivery by shipping via a speedier, alternate transport means. Additional costs attributable to such expedited delivery will be paid by Contactor. Contactor will be liable for all resulting damages to the Authority occasioned by delay in delivery. Delivery will not be deemed to be complete until the Uniforms have been actually received and accepted by the Authority. Advance and excess shipments may at the Authority's option be rejected and returned to Contactor at Contactor's expense. Failure by Contactor to deliver the Uniforms covered by this Agreement within the specified time will, at the Authority's sole discretion, constitute a breach of this Agreement and release the Authority from any and all liabilities or obligations hereunder.

D. Upon Delivery, the Uniforms will be inspected by the Authority to assure conformity with the Authority's specifications. In the event that the Uniforms fail to be compatible in any way, the non-conforming Uniforms may be returned to Contactor with Contactor's obligation to take adequate remedial action as to the non-conforming Uniforms or replace such Uniforms with conforming Uniforms in either case, within fourteen (14) calendar days of rejection by the Authority, or the delivery of such non-conforming Uniforms in the first or any subsequent instance, may be deemed, at the Authority's sole discretion, a breach of this Agreement by Contactor and will 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 will not constitute a waiver of any of the Authority's rights or remedies whatsoever.

E. For purposes of this Agreement "Delivery" means the normal business day of the Authority upon which the Uniforms are transferred to the physical and titular possession of the Authority.

F. The Authority will have five (5) business days from the date of Delivery to reject nonconforming Uniforms.

G. Uniforms that are free from defect but need to be returned or exchanged based on sizing or other issues may be returned by the Authority to Contractor at no cost or fee to the Authority, including shipping or freight charges. The Authority will be credited for returned Uniforms and re-billed for the exchange.

H. Uniforms that receive direct embroidery, once delivered, may not be returned for credit or exchange, unless the return was necessitated by Contractor error.

5. <u>LIQUIDATED DAMAGES</u>

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

B. Contactor may not be responsible for delay, non-delivery or default if occasioned by strikes, war, or riot, or any delay due to demands or embargoes of The United States Government, or any other government, or non-delivery or delays resulting directly or indirectly from an act of God including, but not limited to, fires, floods, or droughts, or delay as a result of insurrections, lockouts, or stoppage of labor or by refusal of any necessary license or government restrictions considered as "Force Majeure," or by any other unavoidable cause at any stage of manufacture or transit of the Uniforms beyond the Contactor's control.

6. WARRANTIES

A. Contractor hereby expressly guarantees all Uniforms purchased and delivered under this Agreement against any defects in workmanship for a period of one (1) year.

B. Contractor expressly warrants that the Uniforms purchased and delivered pursuant to this Agreement:

1. Shall strictly conform in all respects with the descriptions and specifications detailed in the IFB, and the BID, as incorporated herein;

2. Shall strictly conform in all respects to any samples, drawings, specifications or other written documents presented to the Authority in connection with the sale of such Uniforms to the Authority;

3. Shall be merchantable, fit for the purpose for which such Uniforms are intended, shall comply with industry standards and shall conform with the description of the product provided to the Authority;

4. Shall be free from all defects, including latent defects, in workmanship and material design; and

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

C. In addition to the foregoing express warranties, the Unfirms 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 Uniforms and shall not be deemed to be exclusive.

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

7. <u>NO SOLICITATION/CONFLICTS OF INTEREST</u>

A. Contractor 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 Contractor.

B. To the best of Contractor'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 Contractor. If such transaction comes to the knowledge of the Contractor at any time, a full and complete disclosure of such information must be made to the Authority.

C. Contractor hereby acknowledges receipt and acceptance of the Authority's Contractor Integrity Provisions attached hereto as Exhibit "A".

8. <u>INABILITY OF CONTRACTOR TO PERFORM</u>

The inability of Contractor to perform or provide the Services under this Agreement, for any reason, may automatically terminate this Agreement, whereupon all liabilities or obligations for payment hereunder will terminate as of the date of such termination.

9. <u>TERMINATION FOR CONVENIENCE OF AUTHORITY</u>

The Authority and Contractor agree that this Agreement may be terminated by the Authority with or without cause upon fifteen (15) days' notice in writing by the Authority to Contractor. If the Agreement is terminated by the Authority, as provided herein, Contractor will be paid any compensation outstanding for the Services satisfactorily performed for the period prior to the date of termination. In such event, all memoranda, records, data, information and other documents prepared by Contractor will become the property of the Authority and must be forthwith delivered to the Authority. The payments to be made to Contractor hereunder are the Contractor's sole remedy and right with respect to termination under this paragraph.

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

i. Provide the Authority, within 5 days after receipt of written notification, with copies of any document or information in the Contractor'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 Contractor considers the Requested Information to be exempt from production under the RTKL, the Contractor must notify the Authority and provide, within 5 days of receiving the written notification, a written statement signed by a representative of the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor fails to provide the Requested Information as provided in paragraph No. 4. ("Contractor'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. Contractor hereby understands and agrees that the Authority will not argue in favor of the Contractor's non-disclosure of the Requested Information and will inform the tribunal that it directed Contractor to produce such information.

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

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

ii. Contractor 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 Contractor's failure to releases Requested Information, including any statutory damages or order to pay any party's attorney's fees.

8. As between the parties, the Contractor 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 Contractor's duties relating to the RTKL are continuing duties that survive the expiration or termination of this Agreement and will continue as long as the Contractor 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, Contractor must 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, Contractor must 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 Contractor 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 will be void.

F. Non-Discrimination. Contractor 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 must 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 will have provided written notice to the other identifying a new address for notice. Notice to the Authority must be labeled "c/o/ General Counsel". All notices will be deemed given on the day after the notice was given to the courier or Postal service.

H. Press Releases. Contractor shall obtain the prior written approval of the Authority concerning the content and timing of news releases, articles, brochures, advertisements, speeches and other information releases concerning the work performed or to be performed hereunder by Contractor, its sub-Contractors or employees or Contractors of either. Contractor agrees to give the Authority reasonable advance time for review of any material submitted to the Authority approval.

I. 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.

J. General Indemnity. Contractor will be responsible for, and will 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 Contractor, 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 Contractor is responsible for any use of such information not permitted by this Agreement. This indemnification obligation will not be reduced in any way by any limitation on the amount or type of damages, compensation, or benefits payable by Contractor or its subcontractors under any employee benefit act including but not limited to Workers' Compensation Acts, Disability Benefits Acts, or other Employee Benefit Act.

K. 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 not contained in this Agreement, will be binding or valid. Any revisions, additions, and/or modifications of this Agreement must be set forth in writing and signed by all parties.

L. 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 will not be employed in the interpretation of the Agreement, regardless of which party was generally responsible for the preparation of this Agreement.

M. Order of Precedence. In the event of an inconsistency between provisions of this Agreement, it will 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 BID (Exhibit "C") and (4) all other exhibits. It is Contractor'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 Contractor prior to receiving a written response from the Authority with respect to any alleged error, inconsistency, discrepancy, omission or conflict will be at the Contractor's own risk and expense.

N. Specific Bids. It is understood that the Authority will have the absolute discretion to accept, reject or modify any proposal or offer which Contractor may bring to the Authority's attention during the term of this Agreement. The Authority may direct that Contractor suspend or modify any of its Services related to this Agreement at any time.

O. Independent Contractor. Contractor 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.

P. Applicable Law and Venue. This Agreement will 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. Contractor agrees that the Philadelphia Court of Common Pleas will have *in personam* jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

Q. Ownership of Authority Materials. As between the parties, the Authority will 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 Contractor pursuant to this Agreement.

R. Insurance. Contractor 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 will be deemed waived by the parties unless such waiver or consent be in writing, signed by both parties. No breach will be excused unless it is in writing signed by the non-breaching party.

T. Taxes.

1. Contractor 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. Contractor also certifies that its Commercial Activity License No. is: ______. Contractor 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. Contractor 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 Contractor is liable. In the event Contractor'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 will be the sole obligation of Contractor, and Contractor must 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 Contractor's performance under this Agreement.

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

V. 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.

W. 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 will 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:	By:
	Richard Lazer
Print Name:	Executive Director
Print Title:	APPROVED AS TO FORM
	By: General Counsel's Office
	Contractor
Witness:	By:
Print Name:	Print Name:
Print Title:	Print Title:

Exhibit "A" 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 if 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" BID Appendix C Insurance Requirements

THE PHILADELPHIA PARKING AUTHORITY BID NO. 23-08 UNIFORM SUPPLIER INSURANCE REQUIREMENTS

Prior to commencement of the contract and until completion of your work, <u>Company</u> 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 (PPA) Certificates of Insurance evidencing same. Coverage must be written on an "occurrence" basis (exception – professional liability may be written on a "claims-made basis) and shall be maintained without interruption through the entire period of this agreement.

- 1. <u>Workers Compensation and Employers Liability:</u> 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

 <u>Commercial General Liability:</u> 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:

occurrer	lee I offit with the following limits.			
(1)	General Aggregate:	\$2,	,000,000	
(2)	Products/Completed Operations			
	Aggregate:	\$1,	,000,000	
(3)	Each Occurrence:	\$1,	,000,000	
(4)	Personal and Advertising Injury:	\$1,	,000,000	
(5)	Fire Damage (any one fire):	\$	50,000	
(6)	Medical Expense (any one person):	\$	5,000	
Comoral	A compacto manat annihi an a Dan I apotion	Dec	ia aa ammli	

b) General Aggregate must apply on a Per Location Basis as applicable.

c) Owner must be named as additional insured as shown in requirement #7.

- 3. <u>Automobile Liability: (Note: if no owned vehicles, show at least hired and non-owned coverage)</u> a) Coverage to include:
 - i. All Owned, Hired and Non-Owned Vehicles
 - ii. 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 #7.
- 4. <u>Professional (E&O) Liability Insurance</u> including Errors & Omissions with minimum acceptable limits of \$1,000,000 per claim, \$2,000,000 aggregate. Claims-made is acceptable.
- 5. <u>Deductibles or Self-Insured Retention's:</u> <u>Company</u> is responsible to pay any and all deductibles and/or self-insured retentions that may apply to the required insurance.
- 6. <u>Financial Rating of Insurance Companies:</u>
 - a) A.M. Best Rating: A (Excellent) or Higher
 - b) A.M. Best Financial Size Category: Class VII or Higher

THE PHILADELPHIA PARKING AUTHORITYBID NO. 23-08 UNIFORM SUPPLIERINSURANCE REQUIREMENTS

7. The Philadelphia Parking Authority, its agents, employees, representatives, officers and directors individually and collectively, shall be added as ADDITIONAL INSUREDS on the policies as noted above. <u>Company's</u> 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.

It is agreed that <u>Company's</u> 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.

8. <u>Waiver of Rights of Recovery and Waiver of Rights of Subrogation:</u>

a) <u>**Company</u>** 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 <u>**Company**</u> pursuant to this Contract.</u>

b) <u>**Company</u>** 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 <u>**Company**</u> pursuant to this contract.</u>

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.

- 9. 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 **Company**.
- 10. Any type of insurance or any increase in limits of liability not described above which the Authority requires for its own protection or on account of statue shall be its own responsibility and at its own expense.
- 11. The carrying of insurance shall in no way be interpreted as relieving <u>**Company</u>** of any responsibility or liability under the contract.</u>
- 12. Prior to the commencement of work or use of premises, <u>**Company</u>** 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.</u>

In the event of a failure of <u>Company</u> 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 <u>Company</u> 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.

13. Failure of <u>**Company**</u> to obtain and maintain the required insurance shall constitute a breach of contract and <u>**Company**</u> will be liable to the Philadelphia Parking Authority for any and all cost,

THE PHILADELPHIA PARKING AUTHORITY BID NO. 23-08 UNIFORM SUPPLIER INSURANCE REQUIREMENTS

liabilities, damages, and penalties (including attorney's fees, court, and settlement expenses) resulting from such breach, unless the Philadelphia Parking Authority provides <u>Company</u> with a written waiver of the specific insurance requirement.

- 14. None of the requirements contained herein as to the types, limits, or PPA's approval of insurance coverage to be maintained by <u>Company</u> are intended to and shall not in any manner, limit, qualify, or quantify the liabilities and obligations assumed by <u>Company</u> under the Contract Documents, any other agreement with the PPA, or otherwise provided by law.
- 15. If work involves subcontractors, **<u>Company</u>** shall require all subcontractors (of every tier) to meet the same insurance criteria as required of <u>**Company**</u>. The subcontractor's insurance must name the PPA as additional insured. <u>**Company**</u> shall maintain each subcontract's certificate of insurance on file and provide such information to the PPA for review upon request.
- 16. Failure of <u>Company</u> to provide insurance as herein required or failure of PPA to require evidence of insurance or to notify <u>Company</u> of any breach by <u>Company</u> 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 <u>Company</u> 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 <u>Company</u> and independent of the duty to furnish a copy or certificate of such insurance policies.

Appendix D List of Uniform Items

Uniform Items					Year	One	Dne Year Two		Year Three		Year Four		Year Five		
Line Item	Brand	Description	Customization	Style#'s	Estimated Quantity	Unit Cost	Extended Cost								
1	5.11	Windbreaker (Navy)	S	48035	75	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
2	Alpha	Ticketing Visor (Navy) (embroidered Philadelphia Parking Authority)	E	BX006	644	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
3	Artcraft	Garrison Belt (Black)	-	2905	1,359	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
4	Beyco	Winter Watch Cap (Navy)	E	148b/148n	1,566	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
5	Blackinton	Supervisor Badge (with Hi-Glo Finish)	-	B957	10	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
6	Blackinton	PEO Badge (with Rhodium Finish)	-	B1009-EO	50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
7	Blauer	Cargo Pants (Black)	-	8810x/8810wx	90	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
8	Blauer	Spring Jacket (Navy)	Р	6120	125	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
9	Blauer	Winter Blizzard coat (Navy)	Р	9860z8	117	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
10	Boston Leather	1.25" Leather Belt (Black)	-	6607-1	142	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
11	Broome	Uniform Ties (Black)	-	90019a	680	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
12	Dickies	Multi-use Cell Pocket Pant (Navy)	-	85-283DN	251	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
13	Dickies	Multi-use Cell Pocket Pant (Khaki)	-	85-283kh	40	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
14	Elbeco	L/S Uniform Shirt (Tan)	Р	P875	90	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
15	Elbeco	UFX Polo (Tan)	S	K5102	90	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
16	Everest	Sling Bag (Black)	-	BB003	153	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
17	Executive Apparel	Blazer (Navy)	Р	1000	25	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
18	Flying Cross	Gore-tex Duty Jacket (Black)	Р	79901GTX	9	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
19	Flying Cross	Ladies Knee-Length Skirt (Navy)	-	38033 86	20	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
20	GFP	Leather Gloves (Black)	-	7314	64	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
21	Hanes	S/S T-Shirts (Navy)	S	5180	240	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
22	Hartwell	Winter Parka (Navy)	Р	7780	25	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
23	Hope Uniform	Custom Ankle Length Skirt (Navy)	-	CUST-SKIRT	20	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
24	Indera Mills	Women Thermal Top (White)	-	5000LS	2,149	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
25	Indera Mills	Women Thermal Bottom (White)	-	5000DR	2,149	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
26	Indera Mills	Men Thermal Top (White)	-	800LS	2,836	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
27	Indera Mills	Men Thermal Bottom (White)	-	800DR	2,836	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
28	JayPee	Double Keyring Holder	-	26-2h	30	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
29	Jay-Pee	Badge & Nameplate Holder (Black) (holds both)	-	271	100	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

Uniform Items					Year	One	Year Two		Year Three		Year Four		Year Five		
Line Item	Brand	Description	Customization	Style#'s	Estimated Quantity	Unit Cost	Extended Cost								
30	Jerzees	Polo Shirt (Tan)	S	437	90	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
31	Jerzees	Sweatshirts (Navy)	E&S	Super Sweats 1/4 Zip with Cadet Collar	1,145	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
32	Jerzees	Sweatshirts (Navy)	S	Super Sweats 1/4 Zip with Cadet Collar	1,025	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
33	Jerzees	Golf Shirts (Light Blue)	E&S	Spot Shield # 437M	1,425	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
34	Jerzees	Golf Shirts (Navy)	E&S	Spot Shield # 437M	1,035	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
35	Jerzees	Golf Shirts (Navy)	S	Spot Shield # 437M	675	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
36	Jerzees	Golf Shirts (White)	E&S	Spot Shield # 437M	340	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
37	Jerzees	Golf Shirts (White)	S	Spot Shield # 437M	212	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
38	Leventhal	Cargo Pants (Navy)	-	T1775/F1775	2,890	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
39	Leventhal	Cargo Shorts (Navy)	-	T331e/F331e	2,450	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
40	Leventhal	100% Poly Supervisor Pants (Navy)	-	T4900/F490e	0	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
41	Leventhal	Airport Jacket (Navy)	Р	6254	32	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
42	Leventhal	Ladies PEO L/S Shirt (Light Blue)	Р	L966	715	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
43	Leventhal	Ladies PEO S/S Shirt (Light Blue)	Р	L967	715	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
44	Maglite	Mini-Maglite with Holder	-	M2A01H	118	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
45	Neese	Rain Suit (Yellow)	-	1600s	15	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
46	Neese	Rain Coat (Yellow)	-	1650c	70	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
47	Neese	Rain Jacket (Navy)	-	579AJ	201	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
48	Neese	Rain Pants (Navy)	-	579PT	201	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
49	Port Authority	Mock Turtleneck (Navy)	-	K321	807	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
50	Port Authority	Mock Turtleneck (White)	-	K321	283	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
51	Propper	Ripstop BDU Pant (Navy) (for winter use)	-	F5201-38-001	795	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
52	Propper	Twill BDU Pant (Navy) (for summer use)	-	F5201-12-412	795	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
53	Propper	BDU Shorts (Navy)	-	F5260-38-001	505	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
54	R&R Indus.	Back Brace (Black)	-	530	20	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
55	Red Kap	L/S Oxford Shirt (White)	s	SS36WH	40	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
56	Red Kap	S/S Oxford Shirt (White)	s	SS46WH	40	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
57	Red Kap	L/S Oxford Shirt (Light Blue)	s	SS36LB	150	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
58	Red Kap	S/S Oxford Shirt (Light Blue)	S	SS46LB	150	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

Uniform Items						Year	One	One Year Two		Year Three		Year Four		Year Five	
Line Item	Brand	Description	Customization	Style#'s	Estimated Quantity	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
59	Red Kap	L/S Non-Insulated Coverall (Navy)	Р	CT10NV	50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
60	Red Kap	100% Cotton Workpants (Navy)	-	PC20NV	165	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
61	RedKap	Winter Coveralls (Navy)	Р	CT30NV	50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
62	RedKap	Short Sleeve Coverall (Navy)	Р	CP40NV	50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
63	Rothco	Flight Jacket (Navy/Orange)	Р	SMA1	32	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
64	SFKM	Jersey Knit T-neck (Navy)	-	8100	1,680	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
65	SFKM	Jersey Knit T-neck (White)	-	8100	220	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
66	SFKM	Zip-Front Sweater (Navy)	Р	5510	163	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
67	SFKM	Pull-over Commando Sweater (Black)	Р	5953	36	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
68	Smith and Warren	Nameplate (Gold)	-	NP102	5	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
69	Smith and Warren	Nameplate (Silver)	-	NP102	50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
70	Snap-N-Wear	Winter parka (Navy)	Р	9001-i	6	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
71	Spiewak	Bomber Jacket (Navy)	Р	505MNV	30	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
72	Spiewak	Reversible Windbreaker (Black)	S	S315	9	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
73	Spiewak	Winter Coat w/ Liner (Navy)	Р	S577/S526	146	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
74	Spiewak	Safety Vest	-	S912-062	592	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
75	Tact-Squad (Elbeco)	S/S Uniform Shirt (Light Blue)	Р	8013lb	1,425	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
76	Tact-Squad (Elbeco)	L/S Uniform Shirt (Light Blue)	Р	8003lb	1,425	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
77	Tact-Squad (Elbeco)	L/S Uniform Shirt (White)	Р	8003w	185	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
78	Tact-Squad (Elbeco)	S/S Uniform Shirt (White)	Р	8013w	185	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
79	WearGuard	Artic Tundra Parka System (Navy)	S	Web1436	23	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
80	Yu-Pong	Solid Winter Ballcap (Black)	E	6377	36	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
81	Yu-Pong	Solid Winter Ballcap (Blue)	E	6377	1,503	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
82	Yu-Pong	Mesh Summer Ballcap (Black)	E	6777	36	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
83	Yu-Pong	Summer Mesh Ballcap (Navy)	E	6777	1,503	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
					Total	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

Customization Key:								
E = Embroidered	P = Patch	S = Silk Screen						

Optional Items - Add/Alternates										
Brand	Description	Customization	Style #'s	Unit Cost						
	Full Flare Skirt	-		\$						
	Maternity Pants	-		\$						

PHILADELPHIA PARKING AUTHORITY

Booting Enforcement Manager Booting Enforcement Manager

> SECURITY MANAGER

Security Manager

Towing and Impoundment Tow Operator

Towing and Impoundment Supervisor

Parking Enforcement Head Supervisor

Parking Meter Operations Head Supervisor



PARING METRIC PARING METRIC Organicas Histo Safetyaros

Philadelphia Parking Authority Risk Management

Towing and Impoundment Head Supervisor



Towing and Impoundment Lot Officer

Security

Officer

Parking

Parking

Officer

Enforcement

Enforcement

Parking Meter

Collections

Supervisor



PARKING ENFORCEMENT SUPERVISOR

PARKING ENGORCEMENT OFFICER



PHL PHILADELPHIA PHL INTERNATIONAL AIRPORT

Meter Security Officer



Meter Maintenance Technician

Meter Maint.Technician Supervisor

METER MANTENANCE TECHNICUM SLARTHNICC

Fleet Maintenance

Booting Enforcement Supervisor

Booting Enforcement Officer



Boothis Enforcement Supervisor



Bid No. 23-08 Uniform Supplier Appendix D - Embroidery Pictures



Meter Security Supervisor

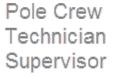


POLE CREW TECHNICIAN



Embroidery See Sample

Measurement of embroidered badge is 2 3/4 inches tall 2 3/4 inches wide



Parking Management Director



Contraction Devention Devention











Bid No. 23-08 Uniform Supplier Appendix D - Embroidery Pictures



The number in the badge above will vary depending on the employee.