

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

**Bid No. 25-09
Surface Mount Anchors for Sign Poles
Addendum One**

To: See Email Distribution List

From: Shannon Stewart
Manager of Contract Administration

Date: March 6, 2025

No Pages: 2 plus Appendix A-C

This addendum is issued on March 6, 2025, prior to the bid due date to add, delete, modify, clarify and/or to respond to questions submitted by Prospective Bidders regarding the work included in the above referenced solicitation.

CHANGES TO THE BID DOCUMENT

1. **Bid Form:** Section 6 of the Bid Form has been revised, please see Appendix A for the updated Bid Form to include with your bid.
2. **Appendix D of the bid document:** Please see Appendix B of this addendum for an updated drawing of the surface mount base.
3. **Sample Contract:** The Sample Contract has been revised, please see Appendix C of this addendum.

QUESTIONS TO BE ADDRESSED IN ADDENDUM #2

1. **Question:** Will the Authority accept a partial bid? IE if we cannot find the match on the 10x10 base plate surface mount, will the Authority allow us to bid on the DeWalt screws?
2. **Question:** What type of signage is being installed on these base plates?
3. **Question:** If these were custom fabricated, will you provide the manufacturing name?
4. **Question:** Is this a previous custom fabrication?
5. **Question:** Is the Authority is looking for a custom fabrication this time around, or would an item in stock that matches the specifications be acceptable?
6. **Substitution Request:** We are requesting to substitute the Dewalt 3/8" x 4" Screw-Bolt+ Concrete Screw Anchors, item number: PFM1461280 with the Titen HD Heavy Duty Screw. Please see attached specifications.

QUESTIONS

1. **Question:** Is the 30-day delivery flexible? Would you accept a partial shipment of 250-500 pieces on initial delivery and the balance within 45-60 days?

Response: Yes, the delivery window has been extended to 60 days.

2. **Question:** Do you have a clearer drawing of the surface mount base for the 2" square post?
Response: Yes, see Appendix B of this addendum.
3. **Question:** With this volume of items being fabricated and hot dipped, delivery of the full quantity in 30 days is aggressive. Considering all 2000 pieces, assumedly, will not be installed on Day 1 after receiving, would you consider accepting releases or extending the lead time to 60 days for the complete quantity?
Response: See response to Question 1.
4. **Question:** Will PPA pay a deposit upon awarding contract?
Response: No, the Authority will not pay a deposit. Please refer to section 3(D) of the sample contract.
5. **Question:** Does the bid decline form disqualify you from any future participation?
Response: No.
6. **Question:** Will the Authority accept an alternate product for the surface mount base? If so, what steps are necessary?
Response: No, the surface mount base included with your bid must meet the specifications defined in Part IV of the bid document.
7. **Question:** Is the Authority is looking for a custom fabrication this time around, or would an item in stock that matches the specifications be acceptable?
Response: Please see response to Question 6.
8. **Question:** The contract documents state we have 30 days to deliver the product from the time the order is placed. Does that mean 30 days from notice of contract award?
Response: See response to Question 1 for updated delivery timeframe. The delivery timeframe begins when the Authority places an order with the selected Offeror which is different than notice of contract award.
9. **Question:** What happens in the event of an awarded contractor delivering product outside 30-day window?
Response: Please see response to Question 1 for updated delivery timeframe. Please refer to section 5 of the revised Sample Contract, attached as Appendix C to this addendum, for a delivery made outside the updated timeframe.
10. **Question:** What is the structure of the payment schedule?
Response: Please refer to section 3 of the Sample Contract.
11. **Question:** Are there liquidated damages for this IFB. Are there penalties for late delivery, for example if delivery is made on day 35 vs day 30?
Response: Please see response to Question 8.

END OF ADDENDUM ONE

Bid No. 25-09 Addendum #1
Appendix A - Revised Bid Form

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

SURFACE MOUNT ANCHORS FOR SIGN POLES

INVITATION FOR BID No. 25-09

BID FORM

1. The undersigned submits this bid in response to the above referenced **Bid No. 25-09 Surface Mount Anchors for Sign Poles** 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 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 upon delivery of the anchors to the Authority, unless it is terminated earlier pursuant to the terms of the contract.

5. **Bid Form:** Bidder agrees to furnish and deliver surface mount anchors for sign poles in accordance with the Work Statement for the unit cost provided below. Unit cost will include all additional fees, shipping and delivery costs. The Authority intends to place a one-time order of 2,000 surface mount anchors and hardware and 8,000 concrete screw anchors.

Description	Quantity	Unit Cost	Extended Cost
Anchor with steel corner bolt and nut	2,000	\$	\$
Dewalt 3/8" x 4" Screw-Bolt+ Concrete Screw Anchors, item number: PFM1461280	8,000	\$	\$
Total Cost:			\$

6. **Requirement Statement:** The undersigned Bidder agrees to furnish and deliver surface mount anchors for sign poles as specified in the Work Statement, any Addenda, if issued and the bid submitted for the term of the contract.

Signature

Name
(Please Print)

Title

Date

7. **Delivery Schedule:** The undersigned Bidder agrees to deliver all surface mount anchors as identified in the Work Statement within 60 days of receiving an order.

Signature

Name
(Please Print)

Title

Date

8. **Insurance Requirements:** The undersigned Bidder agrees to the insurance requirements as specified in Appendix C, *Insurance Requirements* and any Addenda, if issued.

Signature

Name
(Please Print)

Title

Date

9. Bidders Signatures: Complete ONE section below.

If bid is by a corporation, form must include the date and be signed here by (a) President or Vice President, and (b) Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Officer. If this form is not so signed, a corporate resolution authorizing form of execution must be attached to this bid form.

Signature

Typed or Printed Name

Title

Business Name of Bidder

Street Address

City/State/ZIP Code

Telephone Number

Signature

Typed or Printed Name

Title

Date

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

Authorized Signature

Typed or Printed Name

Title

Date

Business Name of Bidder

Street Address

City/State/ ZIP Code

Telephone Number

Type of Entity

10. Affidavit of Non-Collusion:

State of: _____
County of: _____

Bid No. _____

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

I state that:

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

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

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

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

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

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

SWORN TO AND SUBSCRIBED
BEFORE ME THIS ____ DAY
OF 20__

Signature

Printed Name

Notary Public
My Commission Expires: _____

11. Bidder's Qualifications:

- a. Type of business:** Individually owned
Check one Partnership
Corporation
Other

- b. Number of employees:** Under 25
Check one Under 50
Under 100
Over 100

c. If you have had previous contracts with the Authority, list date and product or service provided:

i.....

ii.....

iii.....

d. Philadelphia Commercial Activities License Number: _____

e. Federal EIN Number: _____

Philadelphia Parking Authority

SMALL AND SMALL DIVERSE BUSINESS PARTICIPATION SUBMITTAL

(Copy as needed)

Bid Name and Number: _____

Bidder: _____

Contact Name: _____ **Email:** _____

BIDDER INFORMATION:

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

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

1. _____.
2. _____.
3. _____.
4. _____.
5. _____.

The Bidder will need to attach a copy of their SBPI certificate. The Bidder will be required to maintain their status as a certified Small and Small Diverse Business throughout the entire term of the contract.

This form must be completed and submitted with your proposal. 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. 25-09 Surface Mount Anchors for Sign Poles

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

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

Name: _____

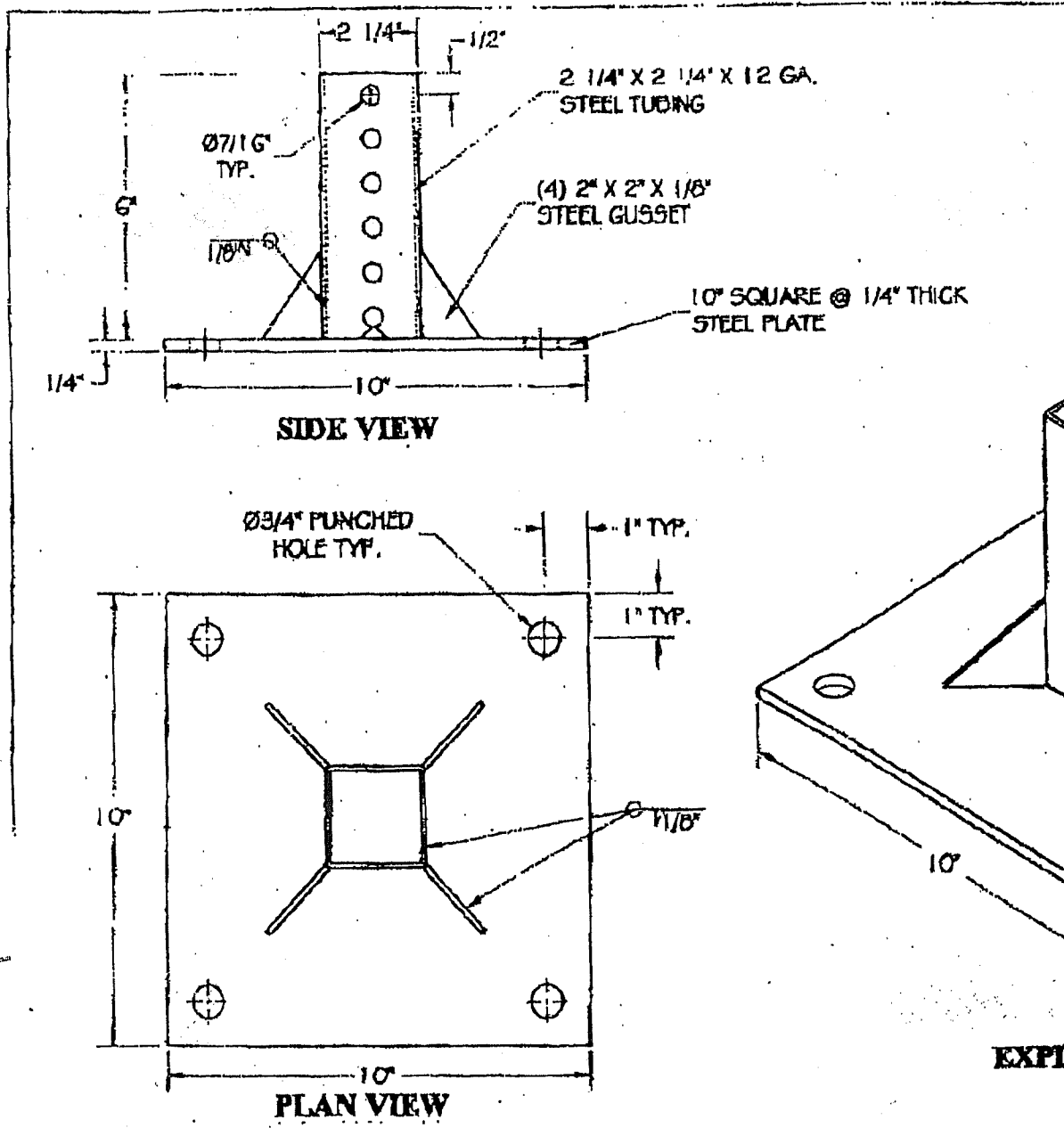
- Work Statement too "tight" (explain below)
- Unable to meet time period for responding to this IFB
- We do not offer this product or service
- Our schedule would not permit us to perform
- Unable to meet Work Statement
- Work Statement unclear (explain below)
- Unable to meet Insurance Requirements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

Comments:

Upon completion of this form, please email the form to Shannon Stewart, Manager of Contract Administration at sstewart@philapark.org. A link to the electronic version of this form can be found on our website or by clicking this link, <https://app.smartsheet.com/b/form/334280f1553b49a684534735948955af>.

Bid No. 24-09 Addendum #1

Appendix B - Drawing of Surface Mount Base



DESIGNED BY L. MOO	CONTRACT NO.	DWG. NO. BASE PLATE
TITLE 11-13-01	BASE PLATE FOR 2" SQUARE POSTS	
APPROVAL AS NOTED		

REVISION	DESCRIPTION	DATE

Bid No. 24-09 Addendum #1
Appendix C - Revised Sample Contract

**AGREEMENT FOR THE SALE OF SURFACE MOUNT ANCHORS FOR SIGN POLES
BY AND BETWEEN
THE PHILADELPHIA PARKING AUTHORITY
AND**

Contract No. K-25-0001

THIS AGREEMENT effective as of this ____ day of _____, 2025, 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 duly registered _____ (insert State registration and entity type) with its principal place of business at _____ ("**Company**").

WITNESSETH:

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

WHEREAS, the Authority is mandated to provide an efficient, modern and reliable parking system for on-street parking throughout specified areas in the City of Philadelphia ("System"); and

WHEREAS, in furtherance of its mandate and successfully implementing the System, the Authority desires to replenish its supply of surface mount anchors for sign poles with associated hardware consisting of steel corner bolts and nuts, along with screws of a particular type ("Screws") and design to furnish breakaway steel posts ("Anchors"); and

WHEREAS, in order to procure such Anchors, the Authority issued "Surface Mount Anchors for Sign Poles Invitation for Bid No. 25-09" on _____, 2025 ("IFB"), which is attached hereto as Exhibit "B"; and

WHEREAS, Company submitted a conforming response to the Bid on _____, 2025 ("Bid"), which is attached hereto as Exhibit "C", and is in the business of designing, producing, and supplying Anchors of the type that the Authority wishes to purchase; and

WHEREAS, Company has proposed that it will design, develop, produce and provide the Anchors; and

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

WHEREAS, the Authority desires to engage Company for such purposes.

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

1. SCOPE OF SERVICES:

The Authority hereby engages, and Company hereby agrees to provide the following goods:

A. Anchors, including nuts, steel corner bolts, and screws to be used by the Authority in a quantity and in accordance with the provisions and specifications as detailed in Part IV “Work Statement” of the IFB.

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

C. To coordinate the delivery of the Anchors with the Authority representative listed below, or if he is unavailable, with the Executive Director of the Authority or one of his Deputies.

**Derek Wroten
Philadelphia Parking Authority
Taxicab and Limousine Division
2415 S. Swanson Street
Philadelphia, PA. 19148
Business Phone: (215) 409-5083
Email: DWroton@philapark.org**

2. TERM

The Term of this Agreement shall commence upon award of this contract by the Authority’s Board at a public meeting and execution of this contract by the Executive Director and will terminate upon delivery to the Authority and the Authority’s acceptance of conforming Anchors unless it is terminated earlier pursuant to other terms of this Agreement.

3. CONSIDERATION AND PAYMENT

A. The Authority agrees to pay, and Company agrees to accept the pricing as detailed in the Pricing Chart in Section E. below for the Anchors during the Term of this Agreement.

B. The purchase price set forth shall include all shipping, storage and delivery costs associated with the fulfillment of the terms of this Agreement, as well as any tax, imposition, charge, duty or levy (“Tax”) which may be imposed under any present or future law on the sale of the merchandise covered by this Agreement.

C. At no time will Company be reimbursed for any administrative or overhead costs incurred by Company in fulfilling the terms of this Agreement, including, but not limited to, any

time, fees or expenses associated with Company’s travel, fuel, lodging, food, or photocopying in connection with Company’s Printing without the advanced written approval of the Project Manager.

D. Company shall invoice the Authority per Purchase Order for the Anchors as provided in this Agreement in a form acceptable to the Authority. Invoices shall be payable within thirty (30) calendar days after receipt, inspection and acceptance of goods by the Authority unless a later payment date is provided for in the Company’s invoice, in which case the later date will control. **Upon delivery, Company shall secure a signed receipt of delivery and shall submit same along with the invoice to Accounts Payable at the Authority address listed above with a copy emailed to the Project Manager Timothy Thornton at TTThornton@philapark.org.**

E. Pricing Chart:

Description	Quantity	Unit Cost	Extended Cost
Anchors (with nuts and bolts)	2,000	\$	\$
Dewalt 3/8" x 4" Screw-Bolt+ Concrete Screw Anchors, item number: PFM1461280 (“Screws”)	8,000	\$	\$
		Total Cost	\$

4. TERMS OF DELIVERY

A. Upon issuance of a Purchase Order, delivery of the Anchors shall be made by Company to the Authority within sixty calendar (60) days of the order being submitted to Company:

**Philadelphia Parking Authority
Taxicab and Limousine Division
2415 S. Swanson Street
Philadelphia, PA. 19148
Attn: Derek Wroten
Business Phone: (215) 409-5083
E-Mail: DWRoten@philapark.org**

Company shall coordinate the delivery of the Anchors with the individual listed above and shall provide, via e-mail, at least one business days’ notice of the impending delivery.

B. THE TIME OF DELIVERY IS OF THE ESSENCE. IF A TENDER OF CONFORMING GOODS IS NOT MADE BY THE SCHEDULED DELIVERY DATE, COMPANY MAY, AT THE SOLE DISCRETION OF THE AUTHORITY, HAVE AN OPPORTUNITY TO MAKE A LATER CONFORMING TENDER. Company shall promptly notify the Authority in writing of any anticipated delay in the scheduled delivery date, and the Authority reserves the right, in order to maintain the scheduled delivery date, to require Company to expedite delivery by shipping via a speedier, alternate transport means. Additional costs attributable to such expedited delivery shall be paid by Company. Company shall be liable for all resulting damages to the Authority occasioned by delay in delivery. Delivery shall not be deemed to be complete until the goods have been actually received and accepted by the Authority. Advance and excess shipments may at the Authority's option be rejected and returned to Company at Company's expense. Failure by Company to deliver the Anchors covered by this Agreement within the specified time shall, at the Authority's sole discretion, constitute a breach of this Agreement and shall release the Authority from any and all liabilities or obligations hereunder.

C. Upon Delivery, the Anchors shall be inspected by the Authority to assure conformity with the Authority's IFB and the Purchase Order. In the event that the Anchors fail to be compatible in any way, the non-conforming Anchors may be returned to Company with Company's obligation to take adequate remedial action as to the non-conforming Anchors or replace such Anchors with conforming Anchors in either case, within fourteen (14) calendar days of rejection by the Authority, or the delivery of such non-conforming Anchors in the first or any subsequent instance, shall be deemed, at the Authority's sole discretion, a breach of this Agreement by Company and shall release the Authority from any and all liabilities or obligations associated with this Agreement. The Authority's inspection, discovery of any breach of warranty, failure to make an inspection or failure to discover any breach of warranty shall not constitute a waiver of any of the Authority's rights or remedies whatsoever.

D. For purposes of this Agreement "Delivery" shall mean the normal business day of the Authority upon which the Anchors are transferred to the physical and titular possession of the Authority.

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

5. LIQUIDATED DAMAGES

A. Upon the occurrence of an event, default or breach by Company, including the initial failure to meet the Terms of Delivery as outlined in Section 4 of this Agreement, Company shall be liable for, and the Authority shall be entitled to recover, liquidated damages in the amount of ten percent (10%) of the respective unit price of either the Anchors or Screws as detailed in the Agreement. Thereafter, Company shall be liable for, and the Authority shall be entitled to recover, liquidated damages in the amount listed above for every five (5) days that either the Anchors or Screws fails to meet the Terms of Delivery as outlined in Section 4 of this Agreement. The parties

hereby agree and acknowledge that calculation of the damages from a breach would be difficult to estimate accurately and that the foregoing dollar amount is a reasonable approximation thereof and is intended as the fair allocation and liquidation of damages.

B. Company shall not be responsible for delay, non-delivery or default if occasioned by strikes, war, or riot, or for 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 Ticket Stock beyond the Contractor's control.

6. RIGHTS AND REMEDIES

If an event or default occurs, the Authority shall, at its sole discretion, in addition to the right of cancellation and liquidated damages, be entitled to all remedies for a breach of contract set forth in the UCC and all other remedies available at law or in equity. Additionally, the Authority may, at its option:

- A. Refuse to accept delivery of the goods;
- B. Refuse to accept a subsequent tender of substitute, conforming goods;
- C. Return nonconforming or late delivered goods to Company at Company's expense and, at the Authority's option, either recover all payments made therefore and expenses incident thereto, or at Company's expense, receive replacement therefore;
- D. Recover any advance payments from Company for undelivered goods;
- E. Rework the goods to make the goods conform to the warranties and charge Company for the expense thereof;
- F. Use the goods for a purpose other than the purpose originally intended and charge Company for the amount by which the purchase price exceeds the price of goods normally required for such alternative purposes;
- H. Have Company repair or replace defective goods at Company's expense;
- I. If defective goods are repaired or replaced by the Authority or Company, charge Company for all costs and expenses of repairing or restoring non-defective work or goods distributed as a consequence of repairing or replacing defective goods.
- J. If goods cause any harm or damage to any Authority property, charge Company for all costs and expenses of repairing or replacing such property.

The Authority shall be entitled to exercise any or all of the remedies specified above or each of such remedies in part, provided, however, that the Authority shall not be permitted to recover more than once for any part of a performance called for by these Terms and Conditions. NONE OF THE REMEDIES AVAILABLE TO THE AUTHORITY HEREUNDER MAY BE LIMITED EXCEPT TO THE EXTENT AND IN THE MANNER AGREED UPON BY THE AUTHORITY IN A SEPARATE AGREEMENT SPECIFICALLY DESIGNATING SUCH LIMITATION AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE AUTHORITY.

7. WARRANTIES

Company expressly warrants that all goods purchased and delivered hereunder:

- A. shall strictly conform in all respects with the Authority's descriptions and specifications incorporated herein,
- B. shall strictly conform in all respects to any samples, drawings, specifications or other written documents presented to the Authority in connection with the sale of such goods to the Authority,
- C. shall be merchantable, fit for the purpose for which such goods are intended, shall comply with industry standards and shall conform with the description of the product in the purchase order provided to Company,
- D. shall be free from all defects, including latent defects, in workmanship and material design, and
- E. shall strictly comply, at the time of delivery, with the U.S. Occupational Safety and Health Act of 1970, as amended, all rules, regulations and orders thereunder, and any successor provisions thereto.

In addition to the foregoing express warranties, the goods 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 goods and shall not be deemed to be exclusive.

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

8. MODIFICATION OR CHANGES.

Changes regarding the funding of an Agreement or a change in Contract length may be accomplished only by approval of the Authority's Executive Director and must be in writing and must be signed by the Authority and the Company. All other changes to contract terms, including changes in the scope of work, must be incorporated into a formal written amendment to this

Contract, signed by both parties, and executed in the same manner as this original Agreement. and in accordance with applicable law.

9. NO SOLICITATION/CONFLICTS OF INTEREST

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

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

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

10. INABILITY OF COMPANY TO PERFORM.

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

11. TERMINATION PROVISIONS.

A. Termination for Convenience. The Authority and Company agree that this Agreement may be terminated by the Authority with or without cause upon five (5) days' notice in writing by the Authority to Company. If the Agreement is terminated by the Authority, as provided herein, Company will be paid any compensation outstanding for the Services satisfactorily performed pursuant to Section 3 herein for the period prior to the date of termination. In such event, all memoranda, records, data, information and other documents prepared by Company shall become the property of the Authority and shall be forthwith delivered to the Authority. The payments to be made to the Company hereunder are the Company's sole remedy and right with respect to termination under this paragraph.

B. Termination for Cause. The Authority will have the right to terminate this Contract for Contractor default upon written notice to the Contractor. The Authority will also have the right, upon written notice to the Contractor, to terminate the Contract for other cause as specified in this Contract or by law. If it is later determined that the Authority erred in terminating the

Contract for cause, then, at the Authority's discretion, the Contract will be deemed to have been terminated for convenience under Subparagraph 9.A.

12. GENERAL TERMS AND CONDITIONS

A. Right to Know Law Provisions.

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

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

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

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

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

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

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

6. If the Company fails to provide the Requested Information as provided in paragraph No. 4. ("Company's Refusal") the party requesting the information may have the right to challenge

that failure to disclose before the Pennsylvania Office of Open Records (“OOR”) and potentially the courts. Company hereby understands and agrees that the Authority will not argue in favor of the Company’s non-disclosure of the Requested Information and will inform the tribunal that it directed Company to produce such information.

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

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

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

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

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

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

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

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

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

F. Non-Discrimination. Company agrees to abide by all legal provisions regarding non-discrimination in hiring and contracting made applicable by provisions of state and federal constitutions, laws, regulations, and judicial orders pertaining to nondiscrimination, sexual harassment, and equal employment opportunity.

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

H. Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement and do not in any way define, limit, describe or amplify the terms and provisions of this Agreement or the scope or intent thereof.

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

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

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

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

M. Specific Proposals. It is understood that the Authority shall have the absolute discretion to accept, reject or modify any proposal or offer which Company may bring to the Authority’s attention during the term of this Agreement.

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

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

P. Taxes.

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

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

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

R. Insurance. Company agrees to have and maintain the insurance policies required and set forth in the IFB. All policies, endorsements, certificates and/or binders will be subject to approval by the Authority's Risk Management Department as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Authority's Risk Management Department. Company agrees to provide the Authority with a copy of said policies, certificates and/or endorsements before work commences under this Contract. Company will pay all insurance deductibles with respect to all claims for coverage under policies within the Insurance Requirements as such claims are or have been submitted by Company to any of Company's insurance carriers. Company must give the Authority and the Company's insurance carrier prompt written notice of any claims of which Company has knowledge of, pending, or threatened against the Authority or Company relating to this Contract. Should any of the insurance within the Insurance Requirements be provided under a claims-made form, Company must maintain such coverage continuously throughout the term of this Contract and, without lapse, for a period of three (3) years beyond the expiration of this Contract, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Contract, such claims will be covered by such claims-made policies.

S. Waiver. No term or provision hereof shall be deemed waived by the parties unless such waiver or consent shall be in writing signed by both parties. No breach shall be excused unless it is in writing signed by the non-breaching party.

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

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

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

SIGNATURE PAGE TO FOLLOW

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

The Philadelphia Parking Authority

Attest: _____

Print Name: _____

Print Title: _____

By: _____

**Rich Lazer,
Executive Director**

APPROVED AS TO

FORM

APPROVED AS TO FORM

By: _____

General Counsel's Office

INSERT COMPANY NAME

Witness: _____

Print Name: _____

Print Title: _____

By: _____

Print Name: _____

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 will 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 must maintain the highest standards of integrity in the performance of this Contract and will 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 must 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 will 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 must 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 must 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 must 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 will not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
10. Contractor must 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, must 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 will 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 must 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 will not

create privity of contract between the Authority and any such subcontractor, and no third-party beneficiaries will 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 anyone will 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 has 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.