

REQUEST FOR PROPOSALS FOR

Signage for Personalized Person with Disability, Red Light and Speed Enforcement

RFP No. 24-21

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PART I

GENERAL INFORMATION TO OFFERORS

SUMMARY	
When:	Proposals must be submitted by Wednesday, November 13, 2024 no later than 1:00 PM .
Where:	Philadelphia Parking Authority Attention: Shannon Stewart, Manager of Contract Administration 701 Market Street, Suite 5400 Philadelphia, PA 19106
How:	Proposals must be delivered to Shannon Stewart in a sealed package via mail, by a recognized overnight courier service (e.g., UPS, Federal Express, etc.), with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested certified mail, or by hand-delivery no later than Wednesday, November 13, 2024 at 1:00 PM. Whether mailed or hand-delivered, all envelopes must display the company's name and must be boldly and clearly handwritten (not typewritten) "RFP No. 24-21 Signage for Personalized Person with Disability, Red Light and Speed Enforcement". All proposals must be presented with one (1) original and seven (7) copies , individually numbered, and an electronic version consisting of one PDF file via USB drive. Please do not password protect the USB drive or file.
Mandatory Pre-Proposal Meeting	<p>A mandatory in-person Pre-Proposal Meeting will be held on Wednesday, October 16, 2024 at 11:00 AM at the offices of the Philadelphia Parking Authority at 701 Market Street, Suite 5400, Philadelphia, PA 19106.</p> <p>Samples of signs the Authority currently uses will be on display for Offerors' to view. Immediately following the Pre-Proposal meeting, Offerors will be given the opportunity to inspect all current sign items.</p> <p>Prospective Offerors who are having trouble attending the meeting should contact Shannon Stewart for assistance at 215.837.9025.</p> <p>Please complete the Offeror Registration Form to complete your registration for this solicitation.</p>

I-1. Introduction.

This Request for Proposals (“RFP”) 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 is seeking a qualified contractor to provide personalized Person with Disability regulation Signs, Speed Enforcement Signs and Red-Light Enforcement Signs for the Authority’s On-Street Department under a three (3) year contract. The term of the contract may be extended by and at the sole option of the Authority for up to two (2) additional one-year renewals.

The On-Street Program is designed to promote safety, expedite traffic flow, and assist commercial enterprises and residential neighborhoods. All regulation signs, decals, and graphic film must be compliant with the Manual on Uniform Traffic Control Devices (“MUTCD”).

As a Request for Proposals, this is not an invitation to bid and although price is important, other pertinent factors will be taken into consideration.

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 administering automated speed and red-light camera systems; 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 speeding and 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 Offerors are encouraged to submit questions concerning the RFP in writing no later than **Wednesday, October 23, 2024 at 12:00 PM**. Questions concerning this RFP are to be submitted via the Question Submission Form using the link below:

<https://app.smartsheet.com/b/form/b370171c14b94f3682e23e5f3f04c9bf>

Questions must be in Word format and uploaded using the Question Submission Form.

If you are having issues accessing or completing the Question Submission Form, please contact Shannon Stewart, Manager of Contract Administration via email at sstewart@philapark.org.

Only questions submitted via the Question Submission Form will be addressed.

Responses to all questions and clarification requests will be provided through a written addendum that will be emailed to all eligible Offerors and posted to the Authority's website, www.philapark.org. Responses 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 will it be bound by any written information that is not either contained within the RFP or formally issued as an addendum by the Authority. The Authority does not consider questions to be a protest of the Work Statement or of the solicitation.

I-4. Clarification of Instructions.

Should the prospective Offeror find a discrepancy in or an omission from the Work Statement or any part of this RFP or be in doubt as to the meaning of any term contained therein, the Offeror will notify Shannon Stewart, Manager of Contract Administration via the Question Submission Form using the link below, prior to the question deadline.

<https://app.smartsheet.com/b/form/b370171c14b94f3682e23e5f3f04c9bf>

Responses to all questions and clarification requests will be provided through a written addendum that will be emailed to all eligible Offerors and posted to the Authority's website, www.philapark.org. Responses will not be official until they have been verified, in writing, by the Authority.

I-5. Restriction of Contact.

From the issue date of this RFP until the Authority's Board approves the selected Offeror, **Shannon Stewart is the sole point of contact concerning this RFP**. Any violation of this condition by an Offeror may result in the Authority rejecting the offending Offeror's proposal. If the Authority later discovers that the Offeror has engaged in any violations of this condition, the Authority may reject the offending Offeror's proposal or rescind the selection. Offerors must agree not to distribute any part of their proposal to anyone other than Shannon Stewart. An Offeror who shares information contained in its proposal with other Authority personnel and/or competing Offeror personnel may be disqualified.

I-6. Proposal Conditions.

Sealed proposals must be received in the office of the Philadelphia Parking Authority, addressed to Shannon Stewart, 701 Market Street, Suite 5400, Philadelphia, PA 19106, by **Wednesday, November 13, 2024 no later than 1:00 PM**.

Packages must be delivered and received by Shannon Stewart prior to the due date and time to meet the mandatory responsiveness requirement of received timely as described in Part III. Delayed deliveries will not be accepted if received after the due date and time.

Each Offeror 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 Offerors, unless a written request to withdraw is received prior to the opening of proposals. Failure to attach documents required for submittal at the time of submittal will result in the proposal being rejected.

I-7. Small Diverse Business Participation.

The Authority seeks to increase procurement through small diverse businesses for all products, services and construction. To receive points during scoring, Offerors must identify their status as a small diverse business by completing the Small Diverse Business Participation Submittal form included in the Proposal Form along with a copy of their Small Business Procurement Initiative certificate issued from the Pennsylvania Department of General Services. Offerors may self-certify at:

Offerors do not need to be a small diverse business to participate in this solicitation.

I-8. Signatures Required.

The proposals *must* be signed in all spaces where signatures are required. Corporations must sign through a duly authorized officer of the corporation with the officer's title clearly identified. Other business entities must sign through a duly authorized person with the title of the signer and type of entity clearly identified.

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 offeror who makes the final decision on terms and prices identified in the proposal.
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 be assured that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the offeror with responsibilities for the preparation, approval or submission of the proposal.
4. In the case of a proposal submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary proposal" as used in the Affidavit has the meaning commonly associated with that term in the request for proposal process and includes the knowing submission of proposals higher than the proposal of another firm, any intentionally high or noncompetitive proposal, and any other form of proposal 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 proposal.

I-10. Insurance Requirements.

The successful Offeror will be required to submit Insurance Coverage as outlined in *Appendix C*. Offerors must submit with their proposal 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 RFP if awarded a contract.

If you would like to request a waiver or relief for any coverages required, you must submit that request during the question period and allow the Authority to respond via addendum.

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

I-11. Executed Contract Required.

By submitting a proposal in response to this RFP the Offeror 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 Offeror and the Authority's Executive Director signs the written contract.

I-12. Contract Negotiation.

If successful, this procurement process will result in the presentation of a completed final-form contract to the Authority's Board for approval at a public meeting. To advance that goal a sample contract is included as *Appendix B*. Please review the sample contract carefully. Any exceptions or requested changes to the contract **must be clearly noted in the proposal (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 proposal should include the Offeror's Philadelphia Commercial Activities License (formerly Business Privilege License) number and the Offeror's Federal Tax ID number. If the Offeror 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 Offeror does not believe that it needs a Philadelphia Commercial Activities License, an explanation with references to statute and/or the Philadelphia Code should be included with the proposal.

I-14. Rejection or Acceptance of Proposals.

An Evaluation Committee comprised of Authority employees will review all proposals as detailed in Part III. Discussions and negotiations may be conducted with responsible Offerors for the purpose of clarification and of obtaining best and final offers. Responsible offers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. The discussions with Offerors will not disclose any information derived from proposals submitted by competing Offerors.

The responsible Offeror whose proposal is determined in writing to be the most advantageous to the Authority, taking into consideration price and all evaluation factors, shall be selected for contract negotiation. In the event the negotiations reveal that the proposal selected for negotiation is not the most advantageous or the Offeror selected for negotiation defaults or withdraws from negotiation, the Evaluation Committee may select another proposal then determined to be the most advantageous to the Authority, taking into consideration price and all evaluation factors, for contract negotiation.

The Authority reserves the right to waive any irregularities in the completion of the forms and papers enclosed in this proposal package; to accept or reject any or all proposals; to re-advertise for proposals if desired, and to accept any proposal 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 proposal, in the sole discretion of the Authority.

I-15. Request to Withdraw Proposal.

At any time up to the hour and date set for opening of proposals, an Offeror may withdraw its proposal. Such withdrawal must be in writing and delivered to the Authority at the address set forth herein by a nationally recognized overnight courier service, certified mail, return receipt requested, via email to Shannon Stewart at stewart@philapark.org 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 proposal by such Offeror.

After the scheduled time for opening of proposals, no Offeror will be permitted to withdraw their proposal, and each Offeror hereby agrees that their proposal shall remain firm for the contract period. A proposal made and opened may be withdrawn with the written permission of the Authority, if the Authority determines in its sole discretion that the proposal is inconsistent with the best interest of the Authority.

I-16. Unacceptable Proposals.

The Authority will not consider and will reject any proposal if the Offeror is in arrears or in default to the Authority as to 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-17. Subcontracting

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

PA Title 62 § 535. Printing. No contract for printing shall be entered into with any person until the purchasing agency is satisfied that the person is the owner or lessee of machinery and equipment necessary to properly and promptly perform any orders issued to the person under the proposed printing contract.

I-18. Notification of Offeror Selection.

The Authority will study and evaluate all proposals which are received in accordance with the instructions set forth in the proposal package and will seek to select an Offeror and notify all other Offerors of the award within sixty (60) days after the date proposals are opened. Written notice will be mailed to the address furnished by each Offeror in the Transmittal Letter.

The selected Offeror 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 Offeror for any service or work performed or expenses incurred before the effective date of the Contract. Costs incurred by the Offeror in the preparation of the proposal or during any review or negotiations shall be borne exclusively by the Offeror.

I-19. 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-20. Document Disclosure.

While documents exchanged by or with the Authority or its agents during this process may be protected from public release by certain terms of Pennsylvania's Right to Know Law (65 P.S. §§67.101–67.3104), Pennsylvania's Procurement Code, or other laws, many documents may not be protected. All Offerors are advised to seek counsel or otherwise educate themselves regarding open records laws and regulations in Pennsylvania. The determination to award a contract will occur at a Sunshine Act meeting.

I-21. Statement of No Proposal.

All Prospective Offerors that do not intend to submit a proposal are asked to complete the Proposal Decline Form enclosed in the proposal documents.

This document must be emailed to the attention of Shannon Stewart, Manager of Contract Administration at sstewart@philapark.org.

An electronic version of this form can be accessed using the link below. Specific comments and observations are encouraged.

<https://app.smartsheet.com/b/form/80b9927999434bb9bf9a61211ad9bdf0>

I-22. Shipping and Delivery.

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

I-23. Submitting Samples.

Offerors interested in submitting a proposal for this solicitation must provide completed sign samples as defined in the Work Statement. Samples must be received no later than **Wednesday, November 13, 2024 at 1:00 PM**. **All packages must be clearly marked (not typewritten) "RFP No. 24-21 Signage for Personalized Person with Disability, Red Light and Speed Enforcement", and include the Offeror's name and contact person for this RFP. Each sample must have the Offeror's identification on it.** Samples can be mailed or hand delivered to:

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

I-24. Equipment and Machinery.

Offeror must own or lease the equipment and machinery that will produce the signage and decals as described in the Work Statement.

I-25. Financial Statements.

If selected for contract award, Offeror may be required to 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, disseminate, or shared with any third party absent legal mandate and advanced notice to the Offeror.

Financial information submitted in response to an RFP 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 an Offeror's financial information.

PART II

INFORMATION REQUIRED FROM OFFERORS

II-1. Proposal Format.

All proposals submitted must conform to the following format requirements. A transmittal letter signed by a person authorized to engage the Offeror in a contract must be included in your proposal.

Please refrain from using binders and/or special binding when submitting your proposals. Binder clips are preferred when feasible.

An electronic version of the Proposal Form is available on the Authority's website.

The tab requirements are as follows:

- Tab A - Transmittal Letter
- Tab B - Qualifications and Experience
- Tab C - References
- Tab D - Proposal Form and Fee Proposal
- Tab E - Insurance Requirements
- Tab F - Proposed Amendments to Contract
- Tab G - Disclosure of Legal Actions
- Tab H - Proof of Ownership

Tabs that extend beyond the 8.5" x 11" paper, must be used.

II-2. Transmittal Letter (Tab A).

Offerors must submit a cover letter, signed by an officer or individual with authority to bind the Offeror, which provides an overview of the Offeror's proposal, as well as the name, title, email address and phone number of the person to whom the Authority may direct questions concerning the proposal.

II-3. Qualifications and Experience (Tab B).

Offerors must have a minimum of **three (3)** years' experience in providing the goods and services described in the Work Statement.

Offerors are to provide a summary of their experience providing the services as described in the Work Statement.

II-4. References (Tab C).

Offerors must provide 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. The Authority will contact the references provided via email.

II-5. Proposal Form and Fee Proposal (Tab D).

The Proposal Form attached as *Appendix A* must be submitted in its entirety (except for the Proposal Decline Form). All signature lines must be executed.

II-6. Insurance Requirements (Tab E).

The successful Offeror will be required to submit Insurance Coverage as outlined in *Appendix C*. Offerors must submit with their proposal 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 RFP if awarded a contract.

If you would like to request a waiver or relief for any coverages required, you must submit that request during the question period and allow the Authority to respond via addendum.

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

II-7. Proposed Amendments to 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 **must be clearly noted in the proposal** in order to be considered.

II-8. Disclosure of 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 Offeror 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 Offeror should be awarded that contract but will not automatically disqualify the Offeror from consideration. Should there be no legal actions, suits, proceedings, claims or investigations pending with any governmental agency with which the Offeror has had or currently has a contractual relationship, a statement to that effect will be included.

II-9. Equipment Ownership/Lease Verification (Tab H).

Offeror must provide a copy of their lease agreement or purchase documents for each piece of equipment that will be used under this contract as required by PA Title 62 § 535.

PART III

CRITERIA FOR SELECTION

III-1. Mandatory Responsiveness Requirements. To be eligible for selection, a proposal shall be (a) submitted by an Offeror who was represented at the mandatory pre-proposal meeting; (b) timely received from an Offeror; (c) properly signed by the Offeror.

III-2. Technical Nonconforming Proposals. The three (3) Mandatory Responsiveness Requirements set forth in Section III-1 above are the only RFP 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 in the proposal, allow the Offeror to cure the nonconformity, or consider the nonconformity in the evaluation of the proposal.

III-3. Proposal Evaluation. Proposals will be reviewed, evaluated and rated by an Evaluation Committee consisting of Authority employees. The Evaluation Committee will recommend the proposal determined to be most advantageous to the Authority as determined by the criteria listed below to the Authority Board.

During the evaluation process, the Evaluation Committee may require an Offeror to answer questions with regard to the proposal and/or require certain Offerors to make formal presentations to the Evaluation Committee.

III-4. Evaluation Criteria. The Authority determined that it is not advantageous for it to use a bidding process in order to secure the services of detailed in this RFP because it wished to consider criteria other than price in the award process, in particular, the Offeror's qualifications and experience.

Proposals will be evaluated consistent with the requirements of this RFP to determine the most responsive Offerors as follows:

- a. Responsiveness of the proposal to the submission requirements set forth in the RFP. **Weight: 5%**
- b. Qualification and experience of the Offeror with regard to the Work Statement outlined in the RFP. **Weight: 25%**
- c. The technical ability and capacity of the Offeror to meet the terms of the contract as evidenced by technical response, reference feedback and past performance. **Weight: 25%**
- d. Proposed schedule, fees, costs, and changes to the proposed contract although the Authority is not bound to select the contractor who proposes the lowest fees. **Weight: 35%**
- e. Small Diverse Business participation. **Weight: 10%**

PART IV

WORK STATEMENT

IV-1. General.

The Authority is seeking a qualified contractor to provide personalized Person with Disability regulation Signs, Residential Permit Parking Photo Enforced signs, Speed Enforcement Signs, And Red-Light Enforcement Signs for the Authority's On-Street Department. The On-Street Program is designed to promote safety, expedite traffic flow, and assist commercial enterprises and residential neighborhoods. All signage must be compliant with the Manual on Uniform Traffic Control Devices ("MUTCD").

IV-2. Specific.

Offeror must be able to provide computer generated and digitally printed or silk screens of various text including numbers, letters, and symbols, as required using Highway Gothic series legends. A proof of each sign will be submitted for approval by the Authority prior to fabrication and must be aluminum. Signs that are currently used by the Authority will be available for inspection at the Pre-Proposal meeting.

A. Signs

1. Materials

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

2. Colors

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

3. Template

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

4. Shape, Size, Color and Quantity

During the contract period, there may be a request for a minimum of three (3) colors and up to eight (8) colors. The Contractor must be able to meet these requirements as needed.

5. Pricing

Prices will be submitted by size, color combination and printing. Digital Printing or Silk Screen Acceptable.

6. Quantities

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

7. Refurbished Signs

During the contract period, in the event that signs become faded, defaced, damaged, and/or removed, the Authority will request signs to be refurbished.

- a. All signs will be put to the side by size and picked up by the Contractor for resurfacing of artwork. Contractor will pick up the signs for resurfacing artwork within 14 days of the Authority's request. The

Authority will specify in the request the location of the requested pick up. Refurbished signs will be at a discounted price as identified in the Proposal Form.

- b. Signs sent to the Contractor for refurbishment that are not able to be refurbished must be returned to the Authority.
- c. Contractor must notify the Authority within 14 days of the pickup of any sign if it determines that it is not able to be refurbished. Any sign that is not able to be refurbished must be returned to the Authority within 14 days of Contractor’s notice of such determination.

Estimated Sign Quantities

Shape	Size	Color	Minimum Quantity	Maximum Quantity
Rectangle	12 in. wide x 6 in high, x .063 gauge	Up to 8 Reflective Colors	10,000	50,000
	30 in. wide x 36 in high, x .063 gauge	Up to 8 Reflective Colors	200	2500
	30 in. wide x 42 in high, x .063 gauge	Up to 8 Reflective Colors	100	1500
	36 in. wide x 18 in high, x .063 gauge	Up to 8 Reflective Colors	10	100
	36 in. wide x 24 in high, x .063 gauge	Up to 8 Reflective Colors	200	2500
	36 in. wide x 30 in high, x .063 gauge	Up to 8 Reflective Colors	200	2500

8. Decals

Decals are required to revise existing posted regulations. Due to fading, the Authority requests that decals be provided for requested colors to cover existing faded color on sign to extend the life of the sign. Decals will be required for R10-18a signal colors, see Sample #4 below.

a. Quantities

The Authority estimates that approximately 1,000 decals will be used during the contract period.

b. Sizes

The sizes of the decals must match sizes for the sign listed in the MUTCD specified size for circle for the R10-18a (Traffic Signal) Photo Enforced sign. Size to be standard with State Code and match the materials that were used on the sign.

c. Color

Colors must include red, green, and yellow and be reflective in compliance with MUTCD.

All signs must be MUTCD compliant. All signs and decals must be reflective.

B. Delivery

Orders under 1000 must be delivered within 7 business days from Authority’s mock approval. Orders over 1000 must be delivered within 14 business days from Authority’s mock approval.

Contractor must notify the Authority one (1) day prior to a scheduled delivery.

Orders will be delivered to one of the following locations. Delivery address will be determined when the order is placed.

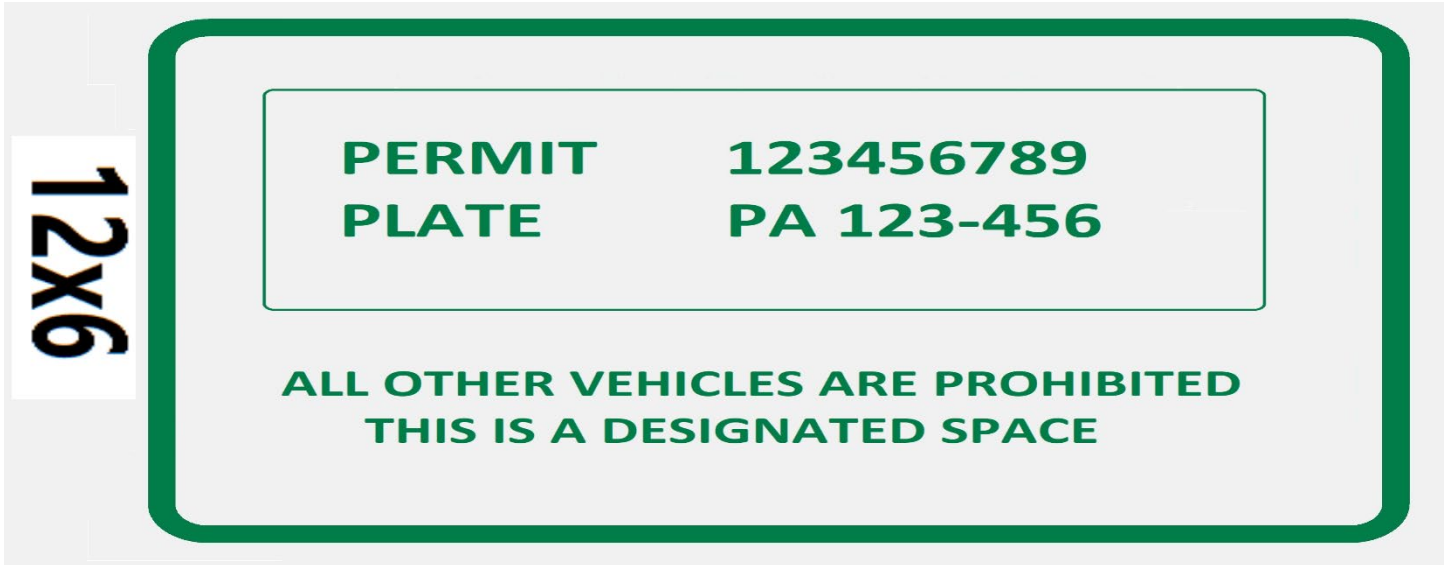
1. **Authority Headquarters** located at 701 Market Street, Suite 5400, Philadelphia, PA 19106. There is a loading dock and freight elevator available for deliveries. All shipping costs should also be included in the unit cost of the item.
2. **Authority's Taxi and Limousine Department** located at 2415 S. Swanson Street, Philadelphia, PA 19148. A forklift is available for deliveries.

REQUIRED SAMPLES WITH PROPOSAL SUBMISSION

Sample #1

This is a new sign the Authority is beginning to utilize; therefore, no sample will be on display at the Pre-Proposal Meeting.

This sign contains customized fields, permit and plate, and will vary with each order.



Sample #2

This is a new sign the Authority is beginning to utilize; therefore no sample will be on display at the Pre-Proposal Meeting.



12X6

Sample #3

This sign contains customized fields and will vary with each order.

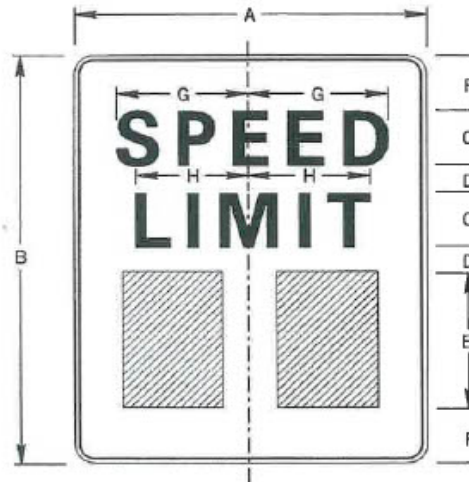
R2-1

SPEED LIMIT SIGN

The Speed Limit Sign (R2-1) shall be authorized for use to display the maximum legal speed limit on a highway. When used as a variable speed limit sign, speed display module(s) may be attached to the sign or inserted through cut-outs in the sign substrate.

The R2-1 Sign shall be placed at intervals as specified in Department regulations. The standard size signs shall be as follows:

- (1) 24" x 30". All single lane conventional highways having any speed limit.
- (2) 30" x 36". Multi-lane conventional highways regardless of speed limit.
- (3) 48" x 60". Expressways and freeways.



DIMENSIONS - IN									
SIGN SIZE A x B	C	D	E	F	G	H	MAR- GIN	BOR- DER	BLANK STD.
24" x 30"	4E	2	10E	4	9.6	7.3	0.4	0.6	B5-3024
30" x 36"	5E	2	12E	5	12	9.1	0.6	0.8	B5-3630
48" x 60"	8E	6	20E	6	19.1	14.6	0.8	1.2	B5-6048

* OPTICALLY SPACE NUMERALS ABOUT VERTICAL C

COLOR:

LEGEND AND BORDER:
BLACK (NON-REFLECTORIZED)

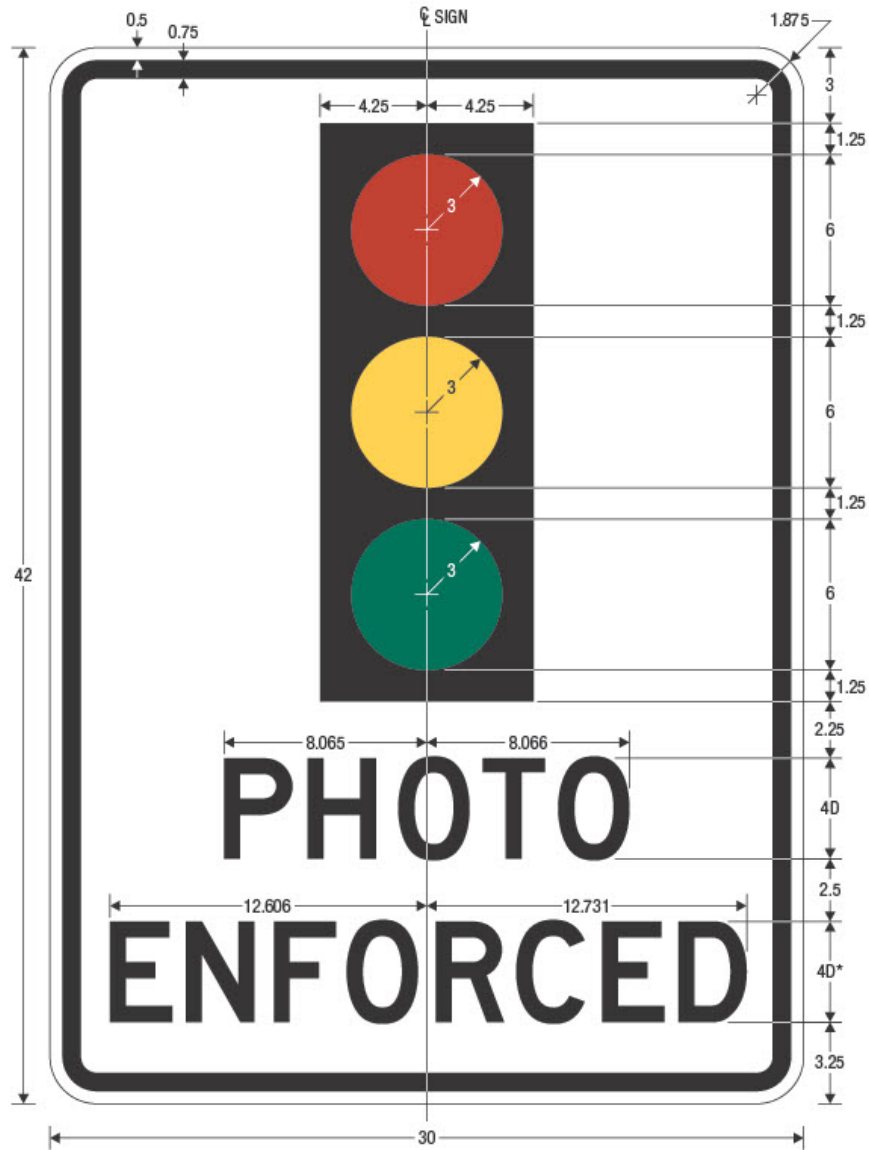
BACKGROUND:
WHITE (REFLECTORIZED)

APPROVED FOR THE SECRETARY OF TRANSPORTATION

By : *Alan C. Rossi* Date : 02-29-12
Chief, Traffic Engineering and Permits Section
Bureau of Maintenance and Operations

Sample #4

Issued 11/12/2010



R10-18a

* Reduce character spacing 20%

[Traffic Signal] PHOTO ENFORCED

- | | | |
|---------|-------------------|----------------------------|
| COLORS: | LEGEND & BORDER | — BLACK |
| | BACKGROUND | — WHITE (RETROREFLECTIVE) |
| | SYMBOL BACKGROUND | — BLACK |
| | TOP CIRCLE | — RED (RETROREFLECTIVE) |
| | CENTER CIRCLE | — YELLOW (RETROREFLECTIVE) |
| | BOTTOM CIRCLE | — GREEN (RETROREFLECTIVE) |

X-XX

Sample #5

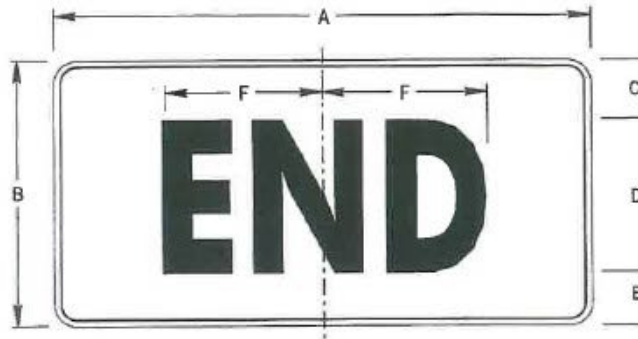
R3-9DP

END SIGN

The End Sign (R3-9DP) may be used as a supplemental sign to a regulatory sign to inform road users of the location where a regulatory condition ends.

When used, the R3-9DP sign shall be placed directly above the last regulatory sign at the end of the restricted zone.

The width of the R3-9DP sign should be the same as that of the regulatory sign that it supplements.



DIMENSIONS - IN							
SIGN SIZE A x B	C	D	E	F	MAR- GIN	BOR- DER	BLANK STD.
24" x 12"	3	6D	3	7.1	0.4	0.6	B5-2412
30" x 15"	3.5	8D	3.5	9.6	0.4	0.6	B5-3015
36" x 18"	4.5	9D	4.5	10.7	0.4	0.6	B5-3618

COLOR:

LEGEND AND BORDER:
BLACK (NON-REFLECTORIZED)

BACKGROUND:
WHITE (REFLECTORIZED)

APPROVED FOR THE SECRETARY OF TRANSPORTATION

By : *Sh. C. Rowe* Date : 02-29-12
Chief, Traffic Engineering and Permits Section
Bureau of Maintenance and Operations

R3_10.DGN

Sample #6

R10-18

TRAFFIC LAWS PHOTO ENFORCED SIGN

The Traffic Laws Photo Enforced Sign (R10-18) may be installed at a jurisdictional boundary to advise road users that some of the traffic regulations within that jurisdiction are being enforced by photographic equipment.

The R10-18 sign may also be installed within a jurisdiction along corridors or in other geographic areas where traffic regulations are being enforced by photographic equipment.

The standard size of the R10-18 sign shall be 36"x24" for single-lane and multi-lane conventional roadways and 54"x36" for freeways.



DIMENSIONS - IN												
SIGN SIZE A x B	C	D	E	F	G	H	J	K	MAR- GIN	BOR- DER	BLANK STD.	
36" x 24"	2	8.6	2.4	3C	3	4	11.4	14.6	0.4	0.6	B5-3624	
54" x 36"	3.5	13	3.5	4.5C	3.5	6.0	17.4	22.0	0.6	0.8	—	

COLOR:

LEGEND, SYMBOL AND BORDER:
BLACK (NON-REFLECTORIZED)

BACKGROUND:
WHITE (REFLECTORIZED)

APPROVED FOR THE SECRETARY OF TRANSPORTATION

By : Alan C. Rowe Date : 02-29-12
Chief, Traffic Engineering and Permits Section
Bureau of Maintenance and Operations

R10_18.DGN

Sample #7

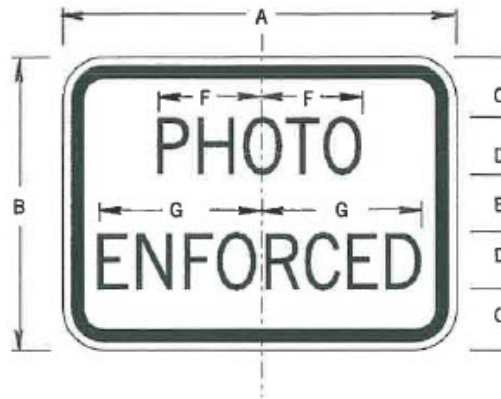
R10-19AP

PHOTO ENFORCED SIGN

(a) Justification. The Photo Enforced Sign (R10-19AP) may be mounted below a regulatory sign to advise road users that the regulation is being enforced by photographic equipment.

The R10-19AP sign may also be mounted alone on a traffic control signal support to advise road users that an automated red light enforcement system is in use.

(b) Size. The standard size of the R10-19AP sign when mounted alone overhead on a traffic control signal support shall be 36" x 30". When used on an expressway, the standard size of the R10-19AP sign shall be 36" x 30". When used on a freeway, the standard size of the R10-19AP sign shall be 48" x 36".



DIMENSIONS - IN									
SIGN SIZE A x B	C	D	E	F	G	MAR- GIN	BOR- DER	BLANK STD.	
24" x 18"	3.7	3.5C	3.6	6.1	9.7	0.4	0.6	B5-2418	
36" x 30"	7	5.5C	5	9.6	15.2	0.4	0.6	B5-3630	
48" x 36"	7.5	7C	7	12.3	19.4	0.6	0.8	B5-3648	

COLOR:

LEGEND AND BORDER:
BLACK (NON-REFLECTORIZED)

BACKGROUND:
WHITE (REFLECTORIZED)

APPROVED FOR THE SECRETARY OF TRANSPORTATION

By : *Sen C. Rowe* Date : 02-29-12
Chief, Traffic Engineering and Permits Section
Bureau of Maintenance and Operations

R10_19.DGN

PART V

CONTRACT TERMS AND CONDITIONS

V-1. Sample Contract. A sample contract is attached to this solicitation as *Appendix B*. Please review the sample contract carefully. Any exceptions or requested changes to the contract **must be clearly noted in the proposal (Tab E)** 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, because the number of changes made or the need for subsequent negotiations will factor into the scoring of the proposal.

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 proposal to this public procurement process the potential contractor agrees to comply with the Contractor Integrity Provisions.

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

Appendix A
Proposal Form

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

SIGNAGE FOR PERSONALIZED PERSON WITH DISABILITY, RED LIGHT AND SPEED ENFORCEMENT

RFP No. 24-21

PROPOSAL FORM

1. The undersigned submits this proposal in response to the above referenced **RFP No. 24-21 Signage for Personalized Person with Disability, Red Light and Speed Enforcement** being familiar with and understanding the advertised notice of opportunity, General Information, Work Statement, Proposal Form, Affidavit of Non-Collusion, and Addenda if any (the “Proposal 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 proposal is the “Offeror”.
2. The Authority reserves the right to withdraw and cancel this RFP prior to opening or to reject any and all proposals after proposals are opened if in the best interest of the Authority, in the Authority's sole discretion. If the Authority accepts Offeror’s offer, Offeror agrees to execute a contract memorializing the proposal’s terms if the contract is delivered to Offeror within 60 days of the proposal opening date. This provision will not be interpreted to preclude the execution of a contract related to this proposal outside of that 60-day period.
3. Offeror acknowledges receipt of the following addenda:

Addendum	Date
_____	_____
_____	_____
_____	_____

4. **Contract Term.** The term of the contract shall commence upon award of a contract by the Authority’s Board at a public meeting and execution of a contract by the Executive Director and will end three (3) years thereafter unless it is terminated earlier pursuant to the terms of the contract. The term of the contract may be extended by and at the sole option of the Authority for up to two additional one-year terms.

5. **Cost Form:** Offeror agrees to provide signage and decals in accordance with the Work Statement, any addenda, if issued and their proposal for the unit costs stated below.

Sign Unit Cost:

Size	Estimated Three Year Minimum Quantity	Estimated Three Year Maximum Quantity	Years One - Three Unit Cost	Year Four - Unit Cost	Year Five - Unit Cost
12 in. wide x 6 in high, x .063 gauge	10,000	50,000	\$	\$	\$
30 in. wide x 36 in high, x .063 gauge	200	2500	\$	\$	\$
30 in. wide x 42 in high, x .063 gauge	100	1500	\$	\$	\$
36 in. wide x 18 in high, x .063 gauge	10	100	\$	\$	\$
36 in. wide x 24 in high, x .063 gauge	200	2500	\$	\$	\$
36 in. wide x 30 in high, x .063 gauge	200	2500	\$	\$	\$

Decal Unit Cost:

Estimated Annual Quantity	Years One - Three Unit Cost	Year Four - Unit Cost	Year Five - Unit Cost
200	\$	\$	\$

Refurbished Signs: Please provide a percentage discount for refurbished signs. The percentage discount will be applied to the unit cost above.

_____ %

6. **Requirement Statement:** The undersigned Offeror agrees to provide signage and decals as specified in the Work Statement, any Addenda, if issued and the response submitted.

Signature

Name
(Please Print)

Title

Date

7. **Delivery Schedule:** The undersigned Offeror agrees to deliver signage and decals as identified in the Work Statement and any Addenda, if issued.

Signature

Name
(Please Print)

Title

Date

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

Signature

Name
(Please Print)

Title

Date

9. Offeror Signatures: Complete one section below.

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

Signature

Typed or Printed Name

Title

Business Name of Offeror

Street Address

City/State/ZIP Code

Email Address

Telephone Number

Signature

Typed or Printed Name

Title

Date

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

Authorized Signature

Typed or Printed Name

Title

Date

Type of Entity

Business Name of Offeror

Street Address

City/State/ ZIP Code

Telephone Number

10. Affidavit of Non-Collusion:

State of: _____
County of: _____

RFP 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 proposal and I have placed my signature below.

I state that:

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

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

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

(4) The proposal 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 proposal. 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 proposal 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 proposals / proposals for this contract.

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

Signature

Printed Name

Notary Public
My Commission Expires: _____

11. 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 DIVERSE BUSINESS PARTICIPATION SUBMITTAL (Copy as needed)

RFP Name and Number: _____

Offeror: _____

Contact Name: _____ Email: _____

OFFEROR INFORMATION:

Does the Offeror 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 Offeror will need to attach a copy of the their SBPI certificate, if applicable. Offeror 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 proposal. If you do not participate in the Small Business Procurement Initiative, please check the box for “No” and submit with your proposal.

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



Proposal Decline Form: RFP No. 24-21 Signage for Personalized Person with Disability, Red Light and Speed Enforcement

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

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

Name: _____

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

Comments:

Upon completion of this form, please email the form to Shannon Stewart, Manager of Contract Administration, at stewart@philapark.org. 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/80b9927999434bb9bf9a61211ad9bdf0>.

Appendix B
Sample Contract

**AGREEMENT FOR THE PURCHASE OF PARKING REGULATION AND
AUTOMATED ENFORCEMENT SIGNS
BY AND BETWEEN
THE PHILADELPHIA PARKING AUTHORITY
AND**

Contract No. K-24-0078

THIS AGREEMENT (“Agreement”) is entered into this _____ day of _____, 2024 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 (“**Authority**”) and _____ with a registered address at _____ (“**Contractor**”).

WITNESSETH:

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

WHEREAS, the Authority requires the purchase of various parking regulation and automated enforcement signage, and decals (hereinafter collectively as “Signs”) to effectively enforce and administer the system of on-street parking regulation and automated enforcement in the City of Philadelphia;

WHEREAS, the Authority determined that it is was not advantageous for it to use a bidding process in order to secure the Signs subject to this Contract because it wished to consider criteria other than price in the award process;

WHEREAS, the Authority prepared and issued a Request for Proposals “No. 24-21 Signage for Personalized Person with Disability, Red Light and Speed Enforcement” (“RFP”) on October 9, 2024 for the procurement of the Signs;

WHEREAS, Contractor submitted a conforming proposal to the RFP on _____, 2024 (“Proposal”); and

WHEREAS, after due consideration and deliberation within the Authority, Contractor was selected to provide the Signs upon the successful negotiation of this Agreement and assent of the Authority’s Board.

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 Contractor hereby agrees to provide the Signs as provided below:

A. To provide the Signs as specified in the RFP and Proposal 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, and local laws.

B. Contractor agrees that all Signs provided to the Authority will comply with the specifications and requirements identified in the most recent edition of the Manual on Uniform Traffic Control Devices for Streets and Highways (“MUTCD”).

C. To coordinate the fulfillment of this Agreement with the Authority’s Project Manager. The Authority’s Project Manager is John A. McDevitt, who may be reached at 215-683-9753 or by e-mail at jmcdevitt@philapark.org. 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.

D. To comply fully with all the requirements, specifications, and terms of this Agreement, the RFP, and the Proposal.

2. AGREEMENT DOCUMENTS.

The documents forming this entire Agreement between the Authority and Contractor consist of this Agreement and the following:

Exhibit “A” - Philadelphia Parking Authority Contractor Integrity Provisions

Exhibit “B” - RFP

Exhibit “C” - Proposal

3. TERM.

A. The term of this Contract will commence on the Effective Date and will end automatically three years (3) years thereafter (“Term”), subject to the termination provisions set forth in Sections 8. and 9. of this Agreement. The Effective Date means the date the Agreement has been awarded by the Authority’s Board, executed by the Contractor, and then executed by the Authority. The Effective Date will be noted on the signature page of this Agreement.

B. Options to Extend. After the conclusion of the Term, the Authority, in its sole discretion, may extend the Term for up to two (2) additional one-year periods ("Option Periods") subject to the termination provisions set forth in Sections 8. and 9. of this Contract. The Authority will provide Contractor with at least 30 days written notice of its intention to exercise its option to extend prior to the end of the then current term.

4. CONSIDERATION AND PAYMENT.

A. The Authority agrees to pay, and Contractor agrees to accept the fixed price fee schedule set forth in the Cost Form located in the Proposal for the purchase of the Signs (“Fixed Fee”).

B. The Authority is not required to purchase the maximum number of any Signs listed on the Cost Form during the Term.

C. Any of the Signs purchased by the Authority will be on an as-needed basis.

D. This Agreement is not an exclusive contract for the purchase of the Signs and the Authority may enter into agreements with other vendors for the purchase of similar signs.

E. The Fixed Fee includes all shipping 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 Signs covered by this Agreement.

F. 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 the Authority’s purchase of the Signs.

G. Contractor shall invoice the Authority upon delivery of the Signs to the Authority, using the applicable purchase order number supplied by the Authority. Upon delivery, Contractor shall secure a signed receipt of delivery and shall mail same along with the invoice to the Project Manager John McDevitt via email at jmcdevitt@philapark.org, with a hard copy to Accounts Payable at the Authority (701 Market Street, Suite 5400, Philadelphia, PA 19106). The Authority will not acknowledge invoices that are not submitted in accordance with the procedure outlined above.

H. The Authority will pay the invoice within 30 days of its receipt thereof in accordance with the terms of Delivery referenced in Section 5. of this Agreement.

5. TERMS OF DELIVERY.

A. Upon the initial placement of a Purchase Order for a specific sign, Contractor must create all artwork and present the first mockup of the sign to the Authority for approval within three (3) business days of the Authority’s request. Upon that initial approval by the Authority, Contractor must provide an electronically generated template of the sign for future orders.

B. Upon the placement of a Purchase Order after the Authority’s initial approval of a mockup for a specific sign, the Authority will attach that mockup for future orders.

C. Delivery of any Signs listed in any Purchase Order must be made by Contractor as follows:

1. Orders under 1,000 Signs: delivery within seven (7) business days of Contractor's receipt of the Authority's mock approval. Contractor must notify the Authority's Project Manager one (1) day prior to a scheduled delivery.

2. Orders of 1,000 Signs or More: delivery within fourteen (14) business days of Contractor's receipt of the Authority's mock approval. Contractor must notify the Authority's Project Manager one (1) day prior to a scheduled delivery.

D. Failure by Contractor to Deliver any of the Signs listed in a Purchase Order and covered by this Agreement within the specified time may, at the Authority's sole discretion, constitute a breach of this Agreement and will release the Authority from any and all liabilities or obligations hereunder.

E. Timely performance is a primary consideration in this Agreement, and, therefore, time is expressly made of the essence with respect to each and every provision of this Agreement.

F. Contractor must secure a signed receipt of Delivery of any Signs. Upon Delivery, the Signs will be inspected by the Authority to assure adherence to the specifications detailed in the RFP, the Proposal, and the Authority's Purchase Order. In the event that any of the Signs fail to meet any of the specifications, the Signs may be returned to the Contractor with Contractor's obligation to take adequate remedial action as to the non-conforming Signs or replace the Signs with conforming Signs in either case, within five (5) calendar days of rejection by the Authority, or the Delivery of such non-conforming Signs in the first or any subsequent instance, may be deemed, at the Authority's sole discretion, a breach of this Agreement by Contractor and will release the Authority from any and all liabilities or obligations associated with this Agreement.

G. For purposes of this Agreement, "Delivery" means the normal business day of the Authority upon which any Signs listed in a Purchase Order is transferred to the physical and titular possession of the Authority and is available to the Authority for inspection.

H. The Authority will have five (5) business days from the date of Delivery to inspect/test the Signs for compliance.

H. The Signs must be delivered to the Authority at either of the following addresses specified by the Authority in the Purchase Order:

**The Philadelphia Parking Authority
701 Market Street
Suite 5400
Philadelphia, PA 19106
Attn: John McDevitt**

The Philadelphia Parking Authority

**Taxicab and Limousine Division
2415 South Swanson Street
Philadelphia, PA 19148
Attn: John McDevitt**

6. REFURBISHED SIGNS.

A. During the term of this Agreement, if any of the Signs become faded, defaced, damaged, and/or removed, the Authority will request that the Signs be refurbished by the Contractor.

B. Upon notice by the Authority to the Contractor of the need for a refurbished sign, Contractor will pick up the signs for resurfacing artwork within 14 days of the Authority's request. The Authority will specify in the request the location of the requested pick up.

C. Contractor shall notify the Authority within 14 days of the pickup of any sign if it determines that it is not able to be refurbished. Any sign that is not able to be refurbished shall be returned to the Authority within 14 days of Contractor's notice of such determination.

7. WARRANTIES.

A. Contractor expressly warrants that all goods purchased and delivered hereunder:

1. Shall strictly conform in all respects with this Agreement and its exhibits;

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 goods;

3. Shall be merchantable, fit for the purpose for which such goods are intended and shall comply with industry standards; and

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

B. 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.

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

8. INABILITY OF CONTRACTOR TO PERFORM.

The inability of Contractor to perform or provide the Signs 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.

9. TERMINATION FOR CONVENIENCE OF AUTHORITY.

The Authority and Contractor 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 Contractor. If the Agreement is terminated by the Authority, as provided herein, Contractor will be paid any compensation outstanding for the Services satisfactorily performed pursuant to Section 4 herein for the period prior to the date of termination. In such event, all memoranda, records, data, information and other documents prepared by Contractor shall become the property of the Authority and shall 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. RIGHTS AND REMEDIES.

A. If an event or default occurs, the Authority may, in 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:

1. Refuse to accept delivery of the Signs;
2. Refuse to accept a subsequent tender of substitute, conforming Signs;
3. Return nonconforming or late delivered Signs to Contractor at Contractor's expense and, at the Authority's option, either recover all payments made therefore and expenses incident thereto, or at Contractor's expense, receive replacement therefore;
4. Recover any advance payments from Contractor for undelivered Signs;
5. Rework the Signs to make them conform to the warranties and charge Contractor for the expense thereof;
6. Use the Signs for a purpose other than the purpose originally intended and charge Contractor for the amount by which the purchase price exceeds the price of Signs normally required for such alternative purposes;
7. Have Contractor repair or replace the Signs at Contractor's expense;
8. If the Signs cause any harm or damage to any Authority property, charge Contractor for all costs and expenses of repairing or replacing such property.

B. The Authority will be entitled to exercise any or all of the remedies specified above or

each of such remedies in part. 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.

11. NO SOLICITATION/CONFLICTS OF INTEREST.

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 shall be made to the Authority.

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

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 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 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 release 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 shall continue as long as the Contractor has Requested Information in its possession.

B. Printing Services and Prevailing Wages.

(a) Contractor must own or lease the equipment or machinery that will produce the Signs when ordered by the Authority pursuant to 62 Pa.C.S. § 535.

(b) Except as provided in subsection (c), Contractor must provide a sworn statement confirming that it does pay prevailing wages to employees engaged in the performance of the Agreement and that it will provide employee working conditions prevalent in the locality in which the Agreement is being performed. See 71 P.S. § 1654.

(c) Contractor can provide an affidavit that a collective bargaining agreement is in effect between Contractor and its employees and that the employees are represented by a responsible organization which is not influenced or controlled by management. Contractor must also agree to maintain the conditions described in the sworn statement in the performance of the Agreement.

C. 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.

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

E. Maintenance of Records. Regardless of the impact of the Right-to-Know Law, Contractor 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, Contractor 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.

F. Subcontracting, Key Personnel, and Experts. Subcontracting, assignment, or transfer of all or part of the interest of the Contractor in this Agreement or in the work covered by this Agreement is prohibited and void without the prior written approval of the Executive Director and the Chairman of the Authority's Board. In the event such consent is given, the terms and conditions of this Agreement shall apply to and bind the party or parties to whom such work is subcontracted, assigned, or transferred as fully and completely as the Contractor is hereby bound and obligated and the Contractor shall obtain written acknowledgement thereof from all subcontractors and experts so engaged. The Contractor, with respect to any replacement of key personnel assigned to this matter, shall consult with the Authority.

G. 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.

H. 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.

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 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 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 shall 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 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.

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 shall 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 shall be resolved by giving precedence in the following order: (1) the main body of this Agreement (not including Exhibits); (2) the RFP (Exhibit “B”), (3) the Contractor’s Proposal (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 shall be at the Contractor’s own risk and expense.

N. Specific Proposals. It is understood that the Authority shall 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 to the Authority and this Agreement is not intended to create any form of employment relationship.

P. Applicable Law and Venue. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The parties hereto irrevocably consent to the exclusive jurisdiction of the First Judicial District of Pennsylvania, being the Philadelphia Court of Common Pleas and waiving any claim or defense that such forum is not convenient or proper. Contractor 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.

Q. 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 Philadelphia 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 shall be the sole obligation of Contractor, and Contractor 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 Contractor's performance under this Agreement.

R. Ownership Rights. As between the parties, the Authority shall own and retain all right, title, and interest in and to all the Signs, 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 RFP, and all written summaries, findings and reports, and proposed policies and procedures produced by Contractor pursuant to this Agreement.

S. Insurance. Contractor agrees to provide the Authority the appropriate certificates of insurance in accordance with the Insurance Requirements of the RFP.

T. 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.

U. Prior Contracts. Contractor agrees that upon the Effective Date of this Agreement any prior contract between Contractor and the Authority for the purchase of parking regulation signs will be considered terminated. The Fixed Fee, provided in Section 4 of this Agreement, shall apply to the Authority's purchase of any Signs and similar parking regulation signs as of the Effective Date.

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 shall remain valid and enforceable.

SIGNATURE PAGE TO FOLLOW

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

The Philadelphia Parking Authority

Attest: _____

Print Name: _____

Print Title: _____

By: _____

Richard Lazer
Executive Director

Effective Date: _____

APPROVED AS TO FORM

By: _____

Office of General Counsel

Contractor

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 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 Contractor and 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. 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. 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 Contractor's compliance with the terms of this or any other agreement between Contractor and the Authority that results in the suspension or debarment of Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in 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. Nondiscrimination/Sexual Harassment. Contractor agrees:

a) In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, Contractor, each subcontractor, or any person acting on behalf of Contractor or subcontractor shall not discriminate in violation of the Pennsylvania Human Relations Act (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

b) Neither Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.

c) Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

d) Contractor and each subcontractor shall not discriminate in violation of PHRA and applicable federal laws against any subcontractor or supplier who is qualified to perform the work to which the contract relates.

e) Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Small Business Opportunities (BSBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

f) Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.

g) Contractor’s and each subcontractor’s obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, Contractor and each subcontractor shall have an obligation to inform the Authority if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.

h) The Authority may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place Contractor in Contractor Responsibility File.

12) Americans with Disabilities Act. Contractor agrees as follows.

a) Pursuant to the federal regulations promulgated under the authority of the Americans With Disabilities Act, 28 C.F.R. 35.1010 et. Seq., Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation on this contract or from activities provided under this contract. As a condition of accepting and executing this contract, Contractor agrees to comply with the “General Prohibitions Against Discrimination,” 28 C.F.R. 35.130, and all other regulations promulgated under Title II of the Americans With Disabilities Act,

which are applicable to the benefits, services, programs, and activities provided by the Authority through contracts with outside contractors.

13. 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.

14. 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 Contractor. Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, Contractor shall have an obligation to immediately notify the Authority in writing if at any time during the term of the contract it becomes aware of any event which would cause 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”
Request for Proposals**

**Exhibit “C”
Contractor’s Proposal**

Appendix C

Insurance Requirements

THE PHILADELPHIA PARKING AUTHORITY
RFP NO. 24-21 SIGNAGE FOR PERSONALIZED PERSONS WITH DISABILITY, RED LIGHT AND SPEED
ENFORCEMENT
INSURANCE REQUIREMENTS

Prior to commencement of the contract and until completion of your work, **Company** 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. Workers Compensation and Employers Liability: in the State in which the work is to be performed and elsewhere as may be required and shall include, where applicable, U.S. Longshoremen’s and Harbor Workers’ Coverage.

- a) Workers’ Compensation Coverage: Statutory Requirements
- b) Employers Liability Limits not less than:

Bodily Injury by Accident:	\$500,000 Each Accident
Bodily Injury by Disease:	\$500,000 Each Employee
Bodily Injury by Disease:	\$500,000 Policy Limit

2. Commercial General Liability: including Premises-Operations, Independent Contractors, Products/Completed Operation, Broad Form Property Damage, Contractual Liability (including Liability for Employee Injury assumed under a Contract), and Personal Injury Coverage.

- a) Occurrence Form with the following limits:

(1) General Aggregate:	\$2,000,000
(2) Products/Completed Operations Aggregate:	\$1,000,000
(3) Each Occurrence:	\$1,000,000
(4) Personal and Advertising Injury:	\$1,000,000
(5) Fire Damage (any one fire):	\$ 50,000
(6) Medical Expense (any one person):	\$ 5,000

- 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. Automobile Liability: (Note: if no owned vehicles, show at least hired and non-owned coverage)

- 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. Professional (E&O) Liability Insurance including Errors & Omissions with minimum acceptable limits of \$1,000,000 per claim, \$2,000,000 aggregate. Claims-made is acceptable.

5. Deductibles or Self-Insured Retention’s: **Company** is responsible to pay any and all deductibles and/or self-insured retentions that may apply to the required insurance.

6. Financial Rating of Insurance Companies:

- a) A.M. Best Rating: A – (Excellent) or Higher

THE PHILADELPHIA PARKING AUTHORITY
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- b) A.M. Best Financial Size Category: Class VII or Higher
7. The Philadelphia Parking Authority, its agents, employees, representatives, officers and directors individually and collectively, shall be added as ADDITIONAL INSURED on the policies as noted above. **Company's** coverage shall be primary and non-contributory to any other coverage available to Philadelphia Parking Authority, including, without limitation, coverage maintained by Philadelphia Parking Authority wherein Philadelphia Parking Authority is named insured, and that no act of omission shall invalidate the coverage.
- It is agreed that **Company's** 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. Waiver of Rights of Recovery and Waiver of Rights of Subrogation:
- a) **Company** 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 **Company** pursuant to this Contract.
- b) **Company** 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 **Company** pursuant to this contract.
- c) If any of the policies of insurance required under this Contract require an endorsement to provide for the waiver of subrogation set forth in b, above, then the named insured's of such policies will cause them to be endorsed.
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 **Company** of any responsibility or liability under the contract.
12. Prior to the commencement of work or use of premises, **Company** shall file Certificates of Insurance with The Philadelphia Parking Authority, which shall be subject to The Philadelphia Parking Authority's approval of adequacy of protection and the satisfactory character of the insurer. The Certificates of Insurance should be mailed within five days of receipt of these insurance requirements to The Philadelphia Parking Authority, 701 Market Street, Suite 5400, Philadelphia, PA 19106, regardless of when your work will start. Project description and Job Number must be shown on the Certificate of Insurance.

In the event of a failure of **Company** 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 **Company** 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.

THE PHILADELPHIA PARKING AUTHORITY
RFP NO. 24-21 SIGNAGE FOR PERSONALIZED PERSONS WITH DISABILITY, RED LIGHT AND SPEED
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13. Failure of **Company** to obtain and maintain the required insurance shall constitute a breach of contract and **Company** will be liable to the Philadelphia Parking Authority for any and all cost, liabilities, damages, and penalties (including attorney's fees, court, and settlement expenses) resulting from such breach, unless the Philadelphia Parking Authority provides **Company** 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 **Company** are intended to and shall not in any manner, limit, qualify, or quantify the liabilities and obligations assumed by **Company** under the Contract Documents, any other agreement with the PPA, or otherwise provided by law.
15. If work involves subcontractors, **Company** shall require all subcontractors (of every tier) to meet the same insurance criteria as required of **Company**. The subcontractor's insurance must name the PPA as additional insured. **Company** shall maintain each subcontract's certificate of insurance on file and provide such information to the PPA for review upon request.
16. Failure of **Company** to provide insurance as herein required or failure of PPA to require evidence of insurance or to notify **Company** of any breach by **Company** 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 **Company** 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 **Company** and independent of the duty to furnish a copy or certificate of such insurance policies.