

INVITATION FOR BIDS

Parking Management Tickets 2018

Bid No. 18-19

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PART I
GENERAL INFORMATION TO BIDDERS

SUMMARY

- When:** Sample tickets must be submitted by September 5, 2018 no later than 2:00 PM. The bid due date will be determined at the conclusion of the sample testing. Qualified Bidders will be notified directly of the bid due date. The bid due date will also be advertised on the Authority's website, www.philapark.org.
- Where:** Philadelphia Parking Authority
Attention: Mary Wheeler, Manager Contract Administration
701 Market Street, Suite 5400
Philadelphia, PA 19106
- How:** Bids and sample tickets must be sealed and delivered via certified mail, return receipt requested (to include commercial delivery services) or by hand-delivery. Whether mailed or hand-delivered, all envelopes must display the Bidder's name and must be boldly and clearly handwritten (*not* typewritten) "Parking Management Tickets - Bid No. 18-19". All bids must be presented with one (1) original and six (6) copies, individually numbered, and an electronic version consisting of one PDF file.
- Mandatory Pre-Bid Meeting** A mandatory Pre-Bid Meeting will be held in the offices of the Philadelphia Parking Authority ("the Authority"), located at 701 Market Street, Suite 5400, Philadelphia, Pa 19106 on August 22, 2018 at 11:00 AM. Bidders must be in attendance at this meeting or participate in the meeting by calling 215.383.1625, Passcode 139494.
- Complete and email the Registration Form attached as *Appendix E* to Mary Wheeler at mwheeler@philapark.org prior to the Pre-Bid Meeting in order to receive hard copy ticket samples.

I-1. Introduction.

This Invitation for Bids ("IFB") is 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, as amended, known as the "Parking Authority Law". The Authority is soliciting written bids for the procurement of Airport Garage Tickets and/or Center City Garage Tickets under a contract with the Authority. It is anticipated that multiple contracts will be awarded as a result of this IFB. The approximate yearly quantities are provided for information only and do not represent quantities to be procured from any one Bidder.

This is a two tier bid where prospective Bidder will submit sample tickets as detailed in Section I-22 for testing. Those Bidders whose tickets receive a 95% efficiency rating after the testing period will be invited to submit sealed price bids.

I-2. Mission Statement.

The mission of the Philadelphia Parking Authority is to enhance the quality of life for all those who live work and visit Philadelphia through our strategic partnerships with the Commonwealth of Pennsylvania and the City of Philadelphia.

That is accomplished by supporting the region's economic vitality through the provision of comprehensive parking, regulatory and transportation services. A focus on improved access, greater mobility, and increased vehicular and pedestrian safety are the guiding principles of our programs.

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 at targeted intersections through automated red light enforcement,
- Applying latest technology and continuing staff development to provide the highest quality public service with maximum efficiency.

I-3. Procurement Questions.

Prospective bidders are encouraged to submit questions concerning this bid in writing no later than Tuesday, September 4, 2018 no later than 2:00 PM. Questions concerning this bid are to be submitted via email to Mary Wheeler at mwheeler@philapark.org with "Bid No. 18-19 Parking Management Tickets 2018" listed in the subject line. Only questions submitted in writing will be addressed. The Authority will answer all questions in writing to all eligible bidders. Any furnished answers will not be official until they have been verified, in writing, by the Authority. The Authority will not be bound by any verbal information nor will it be bound by any written information that is not either contained within the IFB or formally issued as an addendum by the Authority. The Authority does not consider questions to be a protest of the Work Statement or of the solicitation.

I-4. Clarification of Instructions.

Should the prospective Bidder find a discrepancy in or an omission from the IFB, or should she or he be in doubt as to the meaning of any term contained therein, the Bidder should notify Mary Wheeler, Manager of Contract Administration via email at mwheeler@philapark.org prior to the question deadline. All questions and clarification requests will be responded to via written addendum that will be emailed to all prospective Bidders. Addenda will also be posted to the Authority's website, www.philapark.org.

I-5. Restrictions of Contact.

From the issue date of this IFB until the Authority's Board approves the awarding of the contract(s), **Mary Wheeler is the sole point of contact.** Any violation of this condition may be cause for the Authority to reject the offending Bidder's bid. If the Authority later discovers that the Bidder has engaged in any violations of this condition, the Authority may reject the offending Bidder's bid or rescind its award. Bidders must agree not to distribute any part of their bid beyond the Authority. A Bidder who shares information contained in its Bid with other Authority personnel and/or competing Bidder personnel may be disqualified.

I-6. Bid Conditions.

Sealed bids must be received in the office of the Philadelphia Parking Authority, addressed to Mary Wheeler, 701 Market Street, Suite 5400, Philadelphia, PA 19106. Each Bidder will submit to the Authority the information and forms required, which forms and information will become the property of the Authority and will not be returned to Bidders, unless a written request to withdraw is received prior to the opening of bids.

I-7. Small and Small Diverse Business Requirements.

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

<http://www.dgs.pa.gov/Businesses/Small%20Business%20Contracting%20Program/Pages/default.aspx>,
<http://www.dgs.pa.gov/Businesses/Small%20Diverse%20Business%20Program/Small-Diverse-Business-Verification/Pages/default.aspx>.

I-8. Signatures Required.

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

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

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

I-10. Insurance Requirements.

The successful Bidder will be required to submit Insurance Coverage as outlined in *Appendix C*. The Bidder will submit with their Bid a sample certificate of insurance from a recent project that meets the requirements or a letter from its insurance company indicating that they will provide the required insurances as outlined in this IFB if awarded a contract.

I-11. Executed Contract Required.

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

I-12. Contract Negotiation.

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

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

I-13. Business Licenses:

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

I-14. Rejection or Acceptance of Bids.

An Evaluation Committee comprised of Authority personnel will review all Bids. The Authority reserves the right to waive any irregularities in the completion of the forms and papers enclosed in this schedule; to accept or reject any or all bids; to re-advertise for bids if desired, and to accept any bids which, in the judgment of the Authority, will be in the Authority's best interest. The Authority may cancel the IFB and reject all bids at any time prior to award by the Board.

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

I-15. Unacceptable Bids.

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

I-16. Subcontracting

Subcontracting, assignment, or transfer of all or part of the interest of the work detail in the IFB that is awarded a contract or in the work covered by the contract is prohibited and void without the prior written approval of the Authority.

I-17. Notification of Bidder Selection.

The Authority will study and evaluate all bids which are received in accordance with the instructions set forth in the bid package and may select a Bidder or multiple Bidders and notify all other Bidders of the selection within sixty (60) days after the date the bids are opened. Such notice will be in writing and mailed to the address furnished by each respective Bidder in the Submittal Letter. The selected Bidder(s) may not start the performance of any work prior to the effective date of the Contract and the Authority will not be liable to pay the selected Bidder for any service or work performed or expenses incurred before the effective date of the Contract. Costs incurred by the Bidder in the preparation of the bid or during any review or negotiations will be born exclusively by the Bidder.

I-18. Standard Practices.

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

I-19. Document Disclosure.

While documents exchanged by or with the Authority or its agents during this process may be protected from public release by certain terms of Pennsylvania's Right to Know Law (65 P.S. §§67.101–67.3104), Pennsylvania's Procurement Code, or other laws, many documents may not be protected. All Bidders are advised to seek counsel or otherwise educate themselves regarding open records requirements in Pennsylvania.

I-20. Statement of No Bid.

All Prospective Bidders that do not intend to submit a bid are asked to complete the Bid Decline Form enclosed in the IFB. This document must be emailed to the attention of Mary Wheeler, Manager of Contract Administration at mwheeler@philapark.org. Specific comments and observations are encouraged.

I-21. Shipping and Delivery.

The Bidder will be responsible for all shipping and delivery costs associated with the submission of the bid.

I-22. Submitting Samples:

Bidders interested in submitting an offer for this solicitation must provide samples of the paper tickets for Airport Garage and/or Center City Garage. All samples must be received on or before Wednesday, September 5, 2018, at 2:00 PM. All samples must include the name of the company and contact person for this solicitation. All packages must be clearly marked with the project name and bid number on the outside of the contents, including which samples are included, ie: AIRPORT and/or CENTER CITY. Samples should be mailed to the attention of the Manager of Contract Administration as listed below. Samples will not be accepted after Wednesday, September 5, 2018, at 2:00 PM.

The Philadelphia Parking Authority
701 Market Street –Suite 5400
Philadelphia, PA 19106
Attention: Mary Wheeler, Manager Contract Administration

The Authority requires that the Bidders provide at no cost to the Authority:

1. Nine complete knock down (inner) boxes, with 1,000 tickets in each for **SHORT TERM, GARAGE and ECONOMY** in accordance with the specifications for AIRPORT facilities. In place of the unique letter/number for each facility, tickets should start with the letter "T" (in place of the S, G, and E) and be individually and consecutively numbered.
2. Two complete knock down (inner) boxes, containing 5,000 tickets, for Transient Tickets for **OLD CITY**, in accordance with the specifications for CENTER CITY facilities. Tickets will be individually and consecutively numbered.

3. Two complete knock down (inner) boxes, with 5,000 tickets, for Transient Tickets for **INDEPENDENCE MALL** in accordance with the specifications for CENTER CITY facilities. Tickets will be individually and consecutively numbered.
4. Two complete knock down (inner) boxes, with 5,000 tickets, for Transient Tickets for **PARKADE ON 8TH** in accordance with the specifications for CENTER CITY facilities. Tickets will be individually and consecutively numbered.
5. Two complete knock down (inner) boxes, with 5,000 tickets, for Transient Tickets for **GALLERY** in accordance with the specifications for CENTER CITY facilities. Tickets will be individually and consecutively numbered.
6. Two complete knock down (inner) boxes, with 5,000 tickets, for Transient Tickets for **JEFFERSON** in accordance with the specifications for CENTER CITY facilities. Tickets will be individually and consecutively numbered.
7. Two complete knock down (inner) boxes, with 5,000 tickets, for Transient Tickets for **FAMILY COURT** in accordance with the specifications for CENTER CITY facilities. Tickets will be individually and consecutively numbered.
8. Two complete knock down (inner) boxes, with 5,000 tickets, for Transient Tickets for **GATEWAY** in accordance with the specifications for GATEWAY facility. Tickets will be individually and consecutively numbered.
9. One Hundred (100) **EXCEPTION** tickets for AIRPORT garages.
10. Six-hundred (600) **EXCEPTION** tickets for CENTER CITY garages.
11. One-hundred (100) **EXCEPTION** tickets for GATEWAY garage.
12. One-hundred (100) **DISCOUNT COUPON** tickets for GATEWAY garages.
13. Six-hundred (600) **DISCOUNT COUPON** tickets for CENTER CITY garages.
14. Five-hundred (500) **RECEIPT** tickets in a knock down box for GATEWAY garage.
15. Six knock down boxes of five-hundred (500) **RECEIPT** tickets for CENTER CITY garages.

I-23 Prevailing Wage

The Bidder(s) selected to provide printing services to the Authority must provide a sworn statement confirming that it does pay prevailing wages to employees engaged in the performance of the contract and that it will provide employee working conditions prevalent in the locality in which the contract is being performed.

Bidders selected to provide printing services to the Authority can provide an affidavit that a collective bargaining agreement is in effect between the selected Bidder and its employees and that the employees are represented by a responsible organization which is not influenced or controlled by management. The selected Bidder must also agree to maintain the conditions described in the sworn statement in the performance of the contract.

PART II

INFORMATION REQUIRED FROM BIDDERS

II-1. Bid Format.

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

The tab requirements are as follows:

- Tab A - Submittal Letter
- Tab B - Experience
- Tab C - References
- Tab D Bid Form
- Tab E - Insurance Requirements
- Tab F - Financial Statements
- Tab G - Proposed Amendments to Contract Terms

II-2. Submittal Letter (Tab A).

Bidders will submit a cover letter, signed by an authorized principal or agent of the contractor, which provides an overview of the respondent's bid, as well as the name, title, email address and phone number of the person to whom the Authority may direct questions concerning the bid. Include a statement indicating that the Bidder is the owner or lessee of the equipment that will be used to produce the specified tickets.

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

Bidders are to provide a brief summary of their experience in providing parking management tickets, specifically those types of tickets described in the Work Statement.

II-4. References (Tab C).

A minimum of three (3) client references, to whom parking management tickets were provided similar to the specifications in the Work Statement outlined in this IFB. The client references must include the name of the organization, address, email address, telephone number, individual contact person and the specific types of tickets provided.

II-5. Bid Form (Tab D).

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

II-6. Insurance Requirements (Tab E).

The successful Bidder will be required to submit Insurance Coverage as outlined in the Requirements. Each bid must include a sample certificate of insurance from a recent project that meets the requirements or a letter from its insurance company indicating that they will provide the required insurances as outlined in this IFB.

II-7. Financial Statements (Tab F).

Financial statements for the last three years that have been audited or reviewed by an independent certified public accountant that is not an employee of the Bidder must be submitted. Financial statements need only be included with the original bid or in a separate envelope marked "Confidential – Company Name".

II-8. Proposed Amendments to Contract Terms (Tab G).

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 in *Appendix B* section of this solicitation. Please review the sample contract carefully. Any exceptions or requested changes to the contract **must be clearly noted in the bid** 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.

PART III

CRITERIA FOR SELECTION

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

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

III-3. Pre-Qualification - Evaluation Criteria for Sample Tickets. Sample tickets are due on Wednesday, September 5, 2018 no later than 2:00 PM as detailed in Section I-22. Tickets will be tested for a period of up to thirty (30) days in multiple locations and weather conditions. Bidders whose tickets receive a 95% efficiency rating or better will be invited to submit a sealed price bid.

Bidders whose tickets fail to receive a 95% efficiency rating will not be invited to submit a price bid and will be notified immediately via certified mail.

III-4. Bid Evaluation. The Authority will select the lowest responsive, responsible Bidder(s) for contract negotiations. In qualifying a Bidder as responsible, the Authority will consider the Bidder's ability to meet the terms and conditions of the contract as evidenced through the efficiency rating of the sample tickets and a review of the financial statements submitted.

The Authority reserves the right to award more than one contract for this solicitation if it is in the best interest of the Authority. The Authority will not be bound to any contract, performance or payment obligation until the Authority's Board votes to award a contract(s) to the successful Bidder(s) and the Authority's Executive Director signs the written contract(s).

PART IV

WORK STATEMENT

SECTION A: AIRPORT OPERATIONS

Scope: Tickets are used to operate the public parking facilities at Philadelphia International Airport. The tickets incorporate magnetic encoding on each ticket. A critical aspect of the magnetic ticket is the absolute 100% read/write ability of the magnetic polyester tape. The PPA registered trademark logo is the only acceptable logo to be used. Tickets are to be manufactured using the specifications below. No exceptions or substitutions are allowed.

1) Ticket Specifications

A) Size: Mag Spitter, 2 1/8" (2.120" ± .005") x 3 3/8" (3.375" ± .005"). (Rectangle shape)

B) Stock: The tickets are to be manufactured from paper/card stock with the following specifications*:

1) Thickness: .178 mm, ± 5%; (.007")

2) Weight: 160 g/m(2), ± 5%

*Paper stock must be moisture resistant and dust free. Stock will permit hand writing, using an ink pen or pencil, and will not interfere with ticket dispensing machine capabilities.

C) Holes: Spitter hole characteristics/ locations are extremely important in order to avoid jamming of the machines from which they are dispensed. Each ticket will be perforated with two (2) spitter holes, meeting the following characteristics and locations:

(1) Diameter: 5/32" (.156)

(2) Location: Lead hole located 27/32" (.844") from lead perforation and 11/64" (.175") from ticket side edge.

(3) Holes MUST be clean of chad and dust and properly spaced.

D) Splices: No splices allowed per bundle within a knock down (inner) box.

E) Numbers: Must be ¼" (.250) in height. Red ink is the only acceptable ink color for numbers.

F) Perforations: The perforation must be ST x .032.

G) Die Cut: The Die Cut must be 1.013" x .080" centered on the FOLD perforation only.

H) Printing: The tickets provided will be printed with smear-proof and weather-resistant ink, free from defects which may cause excessive wear or interfere with the nominal operation of tool ticket handling equipment, i.e., holes, dust, fuzz, abrasive materials, residual chemicals, static charges, etc. The ticket base stock will be free of any iron or other magnetic particles which could interfere with the magnetic recording process.

i) **Balance stripe:** Balance stripe to be printed in black ink at the top and bottom of every ticket on the back side of the ticket.

2) Ticket Descriptions

There are four (4) categories of Tickets: Exception, Short Term, Garage, and Economy. Below are the descriptions and requirements for each:

A) Exception

1) Mag Stripe Sheeted BLK-BLK Ink, Pink stock color.

- 2) See enclosed sample of pink colored ticket. Ticket color must be exact.
- 3) Paper stock must be exact ply as sample and resistant to damp/humid weather.
- 4) There are no special boxing requirements for these tickets.
- 5) Approximate annual quantity - 50,000
- 6) Orders to replenish ticket stock are typically made every two months.

B) Short Term

- 1) Mag Stripe Fan folded, Die Cut BLK-BLK Ink, White stock color.
- 2) See enclosed sample of white colored tickets. Ticket color must be exact.
- 3) Paper stock must be exact ply as sample and resistant to damp/humid weather.
- 4) These tickets begin with the capital letter "S".
- 5) Each ticket is consecutively and uniquely numbered starting with "S-0000001" and ending at "S-9999999". After reaching the "S9999999" the order would start back at "S-0000001".
- 6) The letter and number sequence must be in red ink.
- 7) Upon placing an order for the tickets the PPA will provide the starting and ending numbers.
- 8) Approximate annual quantity - 667,000 (+/-)
- 9) Orders to replenish ticket stock are typically made every two months.

C) Garage

- 10) Mag Stripe Fan folded, Die Cut BLK-BLK Ink, Blue "L" Stock color.
- 11) See enclosed sample of blue colored tickets. Ticket color must be exact.
- 12) Paper stock must be exact ply as sample and resistant to damp/humid weather.
- 13) These tickets begin with the capital letter "G". Each ticket is consecutively and uniquely numbered starting with "G0000001" and ending at "G9999999". After reaching the "G9999999" the order would start back at "G0000001". The letter and number sequence must be in red ink.
- 14) Upon placing an order for the tickets the PPA will provide the starting and ending numbers
- 15) Approximate annual quantity - 1,667,000 (+/-)
- 16) Orders to replenish ticket stock are typically made every two months.

D) Economy

- 17) Mag Stripe Fan folded, Die Cut BLK-BLK Ink, Salmon "L" Stock color.
- 18) See samples for salmon color. Ticket color must be exact.
- 19) Paper stock must be exact ply as sample and resistant to damp/humid weather.
- 20) These tickets begin with the capital letter "E". Each ticket is consecutively and uniquely numbered starting with "E0000001" and ending at "E9999999". After reaching the "E9999999" the order would start back at "E0000001". The letter and number sequence must be in red ink.
- 21) Upon placing an order for the tickets the PPA will provide the starting and ending numbers.
- 22) Approximate Annual quantity - 1,833,000 (+/-)
- 23) Orders to replenish ticket stock are typically made every two months.

3) Magnetic Tape

- A) Magnetic tape must be polyester tape smoothly laminated to each ticket via adhesive guaranteeing there will be no sticking of one fold to another. (Note: Mag stripe must be polyester tape applied to ticket. It is very important that the 1 mil polyester barrier is fastened via adhesive to the ticket stock and the magnetic oxide coating rests on top.)

- B) **Width:** The magnetic tape must be ¼” wide (.250”).
- C) **Thickness:** The magnetic tape must be 1 mil thick.
- D) **Coercively:** The magnetic tape must have a nominal value of 300 oersteds.
- E) **Position on Ticket:**
 - i) Applied in dead center of the ticket with a maximum deviation of true center of .010” maximum weave.
 - ii) Must be on back side of ticket.
- F) We will not accept the following types of magnetic stripes:
 - i) Slurry Stripes
 - ii) Printed Stripes
 - iii) Foil Hot Stamp Applied Stripes

4) **Packaging**

- A) Must be exactly 5,000 tickets per knock down (inner) box. (1,250 – 13 ½” folds)
- B) Each knock down (inner) box must be securely taped shut and then individually plastic bagged for moisture protection.
- C) 20,000 tickets per carton. There are 4 knock down (inner) boxes per carton.
- D) Multiples: Tickets will be ordered in multiples of 20,000 per copy and/or stock color, i.e., 20,000, 40,000, ect.
- E) Starting and Ending number to be shown on every knock down (inner) box.
- F) Knock down (Inner) Box: Material must be E-flute thickness and Oyster White coating on outside of box.

SECTION B: CENTER CITY GARAGES

Scope: Tickets are used to operate the Center City Garage parking facilities. They are used to collect parking fees and for record keeping. These tickets incorporate magnetic encoding on each ticket. The critical aspect of any magnetic ticket is the absolute 100% read/write ability of the magnetic polyester tape. The Authority’s registered trademark logo is the only acceptable logo to be used.

There are two types of tickets used at these facilities: ZEAG and AMANO.

Locations:

- **AutoPark at Old City**
 2nd & Sansom Streets
 125 South 2nd Street
 215-683-9407
 OPEN 24 HOURS
- **AutoPark at Independence Mall**
 5th & Market Streets
 41 North 6th Street
 215-683-9408
 OPEN 24 HOURS

- **Parkade on 8TH**
801 Filbert Street
215-683-9800
OPEN 24 HOURS
- **AutoPark at the Gallery Mall**
Market Street East
44 North 9th Street
215-683-9409
6:00 AM to MIDNIGHT
- **Family Courthouse Garage**
1503-11 Arch Street
215-683-9716
5:30 AM to 11:00 PM
- **AutoPark at Jefferson**
10th & Ludlow Streets
14-18 South 10th Street
215-683-9410
OPEN 5:00 AM to 11:00 PM

1. **ZEAG Tickets: Specifications**

Tickets are to be manufactured using the following specifications:

- A) **Size:** 2 1/8" (±.005") x 3 13/32". (Diagonal die cut shape)
- B) **Thickness:** 7 pt. (.007")
- C) **Stock:** White 7 pt. thermal stock (White only color available). The thermal paper stock must be moisture resistant and dust free type stock. (Dust causes read/write problems.)
 - 1) **Multiples:** Tickets must be ordered in multiples of 20,000 per copy and or stock color.
 - 2) **Numbering:** Must be 9/64" tall, 6 digit (xxxxxx) numbers, printed in red ink. (No missing or duplicate numbers allowed, numbering must be guaranteed.)
- D) **Magnetic Tape:** Must be polyester tape smoothly laminated to each ticket via adhesive guaranteeing there will be no sticking of one fold to another. (Note: Mag stripe must be polyester taper applied to ticket. It is very important that the 1 mil' polyester barrier is fastened via adhesive to the ticket stock and the magnetic oxide coating rests on top.)
 - 1) **Width:** The magnetic tape must be ½" wide (.500").
 - 2) **Thickness:** The magnetic tape must be 1 mil thick.
 - 3) **Coercivity:** The magnetic tape must have a nominal value of 300 oersteds.
 - 4) **Position on Ticket:** must be .218" from top edge of ticket.
- E) **Not Acceptable Magnetic Stripes Are:**
 - 1) Slurry Stripes
 - 2) Printed Stripes
 - 3) Foil or Hot Stamp Applied Stripes
 - 4) All of the above are not acceptable and can cause gumming of magnetic heads, read/write reliability problems, and also hidden head damage.
- F) **Hinge:** The hinge must be .630" wide with 6 perforations per hinge (perforation must go through entire stock). Hinges require a minimum burst (separation) force of 7 lbs. and a maximum burst (separation) force of 12 lbs.

Any more or less force required to burst (separate) tickets apart can cause damage to the transport unit. (Any separation force other than 7-12 lbs. will not be allowed.)

- 1) **Clean cut:** Hinges must be clean cut, properly spaced and absolutely no cards allowed to remain between the tickets.
- G) **Splices:** None allowed per each individual box of SM tickets.
- H) **Packages:**
 - 1) 5,000 tickets per inner box and each inner box must be inserted in clear plastic bag taped shut for moisture protection. (Boxes to have window so that numbered content is visible.)
 - 2) 20,000 tickets per carton (4 inner boxes).

2. Zeag Tickets: Descriptions

There are four categories of ZEAG tickets. Transient, Discount Coupon, Exception and Receipt. Below are descriptions of the requirements.

A) **Transient**

1. Each ticket must be a white ticket with black ink print and have the following information printed on the front: PPA LOGO, name of location, the address, the phone number and the hours of operation.
2. Each ticket must be numbered in red ink and have the following information printed on the back:
 - Any vehicle parked illegally or abandoned as defined by 75 Pa.C.S. § 102(1), is subject to tow and impoundment.
 - Cash Customer- take ticket with you, pay station in lobby, insert paid ticket at exit
 - Credit Customer- drive to exit, insert ticket, then insert credit card (receipt issued)
 - Limitation of Liability. This Ticket is a license for the Customer to park one vehicle on the premises and does not create a bailment. Parking on the premises is at the Customers own risk and the Authority will not be liable for any loss of any kind related to Customers use of premises.

B) **Discount Coupon**

1. Each Discount Coupon is a white ticket with ink print of one of the following nine (9) colors presently being used (GREEN, RED, BROWN, PINK, ORANGE, YELLOW, NAVY BLUE, RED & ROYAL BLUE) with the following information printed on the front: PPA LOGO, name of location, the address, the phone number and the hours of operation.
2. The words "**DISCOUNT COUPON**" in bold print, all capitalized must be placed in a rectangle box on front of ticket.
3. Each ticket must be numbered in red ink.

A rectangle box in the same color as the ink (see back of sample ticket)

C) **Receipt**

1. Each ticket must be a white ticket with black ink print and have the following information printed on the front: PPA LOGO, name of the location, the address, the phone number and the hours of operation. The word "**RECEIPT**" in bold print, all capitalized must be placed in a rectangle box. The back of the ticket is blank for receipt information to be printed on.
2. Each ticket must be in numerical order and numbered in red ink.

D) **Exception**

1. Each exception ticket must be numbered in red ink and have the following information printed in black ink on the front of it; PPA LOGO, **EXCEPTION**, location of AutoPark Garage, address, phone number and hours of operations.

2. Each exception ticket must be pink in color with black ink print with the following information printed on the back:

- Any vehicle parked illegally or abandoned as defined by 75 Pa.C.S. § 102(1), is subject to tow and impoundment.
- Cash Customer- take ticket with you, pay station in lobby, insert paid ticket at exit
- Credit Customer- drive to exit, insert ticket, then insert credit card (receipt issued)
- Limitation of Liability. This Ticket is a license for the Customer to park one vehicle on the premises and does not create a bailment. Parking on the premises is at the Customers own risk and the Authority will not be liable for any loss of any kind related to Customers use of premises.

3. **Amano Tickets: Descriptions.** There are four categories of AMANO tickets used at Gateway Garages: Transient, Exception, Discount Coupon and Receipt. Below are descriptions and requirements for each:

- a. Mag stripe product
- b. Ticket size 2 1/8" x 3 3/8"
- c. ADD' L Description ¼ MAG
- d. TAPESTOCK – 7.0PT THE APP

A) Transient/Exception

1. Each ticket must be either white, blue, pink or green with black ink print, in numerical order with ticket number in red ink and have the following information printed on the front:

PLEASE NOTE

Keep this ticket with you.
Pay at pay station in lobby
before returning to your vehicle.

2. Each ticket must have the following information printed on the back with black ink print.

Philadelphia Gateway Parking Facility
1540 Vine Street
Philadelphia, PA 19102
215-246-0300

- Any vehicle parked illegally or abandoned as defined by 75 Pa.C.S. § 102(1), is subject to tow and impoundment.
- Limitation of Liability. This Ticket is a license for the Customer to park one vehicle on the premises and does not create a bailment. Parking on the premises is at the Customers own risk and the Authority will not be liable for any loss of any kind related to Customers use of premises.
- Caution: Please do not expose ticket to magnetized material.

B) Discount Coupon

1. Each ticket must be peach in color with black ink print and have the following information printed on the front:

DISCOUNT COUPON in a rectangular box
Philadelphia Gateway Parking Facility
1540 Vine Street
Philadelphia, PA 19102

215-246-0300

2. Each ticket must have the following information printed on the back with black ink print:

VALIDATION INSTRUCTIONS

Insert parking ticket

Insert **DISCOUNT** ticket ("**DISCOUNT**" in rectangle box)

Insert Credit Card or Cash

Take ticket to exit facility

3. Each ticket must be in numerical order and numbered in red ink.

C) Receipt

1. Each ticket must be a white ticket with black ink print and have the following information printed on the front:

Philadelphia Gateway Parking Facility
1540 Vine Street
215-246-0300

The words **CUSTOMER RECEIPT** in bold print, all capitalized and Thank you for your Patronage directly under. Also the following directly under:

Tran IN TIME OUT TIME FEE CC#

The back of the ticket is blank.

PART V

CONTRACT TERMS AND CONDITIONS

V-1. Sample Contract. A sample contract is attached to this solicitation as *Appendix B*. The term of the contract will be for three (3) years from the date of execution. Thereafter, the contract may be renewed for two (2), one (1) year terms at the sole discretion of the Authority. The Authority may provide written notice of its option to renew for each additional term thirty (30) days prior to the expiration of each term.

Please review the sample contract carefully. Any exceptions or requested changes to the contract **must be clearly noted in the bid (Tab G)** in order to be considered.

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

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

V-2. Minimum Insurance Requirements. The successful Bidder will be required to submit Insurance Coverage as outlined in *Appendix C*. The Bidder will submit with their bid a sample certificate of insurance from a recent project that meets the requirements or a letter from its insurance company indicating that they will provide the required insurances as outlined in this IFB.

Appendix A
Bid Form

NAME OF PRIME BIDDER.....

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

**PARKING MANAGEMENT TICKETS
Bid No. 18-19**

BID FORM

1. The undersigned submits this bid in response to the above referenced IFB, being familiar with and understanding the advertised notice of opportunity, Bid Form, Affidavit of Non-Collusion, Work Statement, and Addenda if any (the "Bid Documents"), as prepared by the Philadelphia Parking Authority and posted on the Authority's website and on file in the office of the Authority at 701 Market Street, Suite 5400, Philadelphia, PA 19106. The party submitting a bid is the "Bidder".
2. The Authority reserves the right to withdraw and cancel this bid prior to opening or to reject any and all bids after bids are opened if in the best interest of the Authority, in the Authority's sole discretion. If the Authority accepts Bidder's offer, Bidder agrees to execute a contract memorializing the bid's terms if the contract is delivered to Bidder within 60 days of the bid opening date. This provision will not be interpreted to preclude the execution of a contract related to this Bid outside of that 60 day period.
3. Bidder acknowledges receipt of the following addenda:

Addendum	Date
_____	_____
_____	_____
_____	_____

4. **Bid Price:** Bidder agrees to print tickets in accordance with the Work Statement and for the prices stated below. The unit price must include all additional fees, shipping and delivery costs.

A. AIRPORT PARKING FACILITY:

Item	Approximate One Year Quantities	Unit Price
Exception Ticket	50,000	
Short Term Ticket	630,000	
Garage Ticket	950,000	
Economy Ticket	360,000	

NAME OF PRIME BIDDER.....

B. CENTER CITY GARAGES/ GATEWAY PARKING FACILITY (DISCOUNT COUPONS, EXCEPTION, RECEIPT AND TRANSIENT TICKETS):

Item	Approximate One Year Quantities	Unit Price
Autopark – Old City Transient Tickets	200,000	
Autopark-Independence Mall Transient Tickets	200,000	
Autopark- Parkade on 8 th Transient Tickets	300,000	
Autopark-Gallery Transient Tickets	200,000	
Autopark-Jefferson Transient Tickets	160,000	
Autopark-Family Court Transient Tickets	160,000	
Autopark Receipt Tickets	300,000	
Autopark Discount Coupons	200,000	
Autopark Exception Tickets	120,000	
Gateway Parking Facility Transient	320,000	
Gateway Parking Facility-Exceptions	20,000	
Gateway Parking Facility-Discount Coupons	60,000	
Gateway Parking Facility-Receipt	100,000	

NAME OF PRIME BIDDER.....

5. **Requirement Statement:** The undersigned Bidder agrees to provide ticket printing services as specified in the Work Statement, the bid submitted and any Addenda, if issued.

Signature

Name
(Please Print)

Title

Date

NAME OF PRIME BIDDER.....

6. Delivery Terms: The undersigned Bidder agrees to deliver the tickets no later than 45 days after receiving each purchase order.

Signature

Name
(Please Print)

Title

Date

NAME OF PRIME BIDDER.....

7. Bidder Signatures:

If offer is by an individual or partnership, form must be dated and signed here:

_____ Signature of Owner of Partner	_____ Business Name of Bidder
_____ Typed or Printed Name	_____ Street Address
_____ Title	_____ City/State/ ZIP Code
_____ Date	_____ Telephone Number

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

_____ Signature	_____ Signature
_____ Typed or Printed Name	_____ Typed or Printed Name
_____ Title	_____ Title
_____ Business Name of Bidder	
_____ Street Address	_____ SEAL:
_____ City/State/ZIP Code	
_____ Telephone Number	
_____ Date	

NAME OF PRIME BIDDER.....

8. Affidavit of Non-Collusion:

State of: _____
County of: _____

Bid No. _____

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

I state that:

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

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

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

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

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

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

Signature

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

Printed Name

Notary Public
My Commission Expires: _____

NAME OF PRIME BIDDER.....

9. Qualifications:

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

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

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

i.....

ii.....

iii.....

d. **Philadelphia Business Activities License Number:** _____

e. **Federal EIN Number:** _____

NAME OF PRIME BIDDER.....

INTENTIONALLY

LEFT BLANK

Philadelphia Parking Authority

SMALL AND SMALL DIVERSE BUSINESS PARTICIPATION SUBMITTAL

Bid Name and Number: _____

Bidder: _____

Contact Name: _____ **Email:** _____

BIDDER INFORMATION:

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

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

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

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



Bid Decline Form: Bid No. 18-19 – Parking Management Tickets 2018

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 Bid
- We do not offer this product or service
- Our schedule would not permit us to perform
- Unable to meet requirements in Work Statement
- Unable to meet Bond/Insurance Requirements
- Work Statement unclear (explain below)
- Unable to meet Contract Requirements (explain below)
- Other (specify below)

Comments:

Upon completion of this form, please email the form to Mary Wheeler, Manager of Contract Administration at mwheeler@philapark.org.

Appendix B
Sample Contract

**AGREEMENT OF SALE
BY AND BETWEEN
THE PHILADELPHIA PARKING AUTHORITY
AND**

_____.

Contract No. K-18-00_____

THIS AGREEMENT effective as of _____ day of _____, 2018 by and between **The Philadelphia Parking Authority**, an agency of the Commonwealth of Pennsylvania and a body corporate and politic, with its principal address at 701 Market Street, Suite 5400, Philadelphia, PA 19106 (the “Authority”) and _____, a _____, with its primary place of business at _____ (“Contractor”).

WITNESSETH:

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

WHEREAS, desires to purchase high-quality parking facility tickets to be used in its revenue control systems (“Tickets”); and

WHEREAS, in order to procure such Tickets, the Authority issued an Invitation for Bids “Parking Management Tickets 2018” Bid No. 18-19 on _____ (hereinafter “IFB”); and Contractor submitted a conforming Bid on _____ (hereinafter “Bid”) and is in the business of designing, producing and distributing Tickets of the type that the Authority desires to purchase; and

WHEREAS, upon review of the Bid, the Authority’s Board voted at a public meeting to award this contract to Contractor.

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 perform the following services (“Services”):

A. To furnish Tickets in accordance with the Work Statement detailed in the IFB, a true and correct copy of which is attached hereto as Exhibit “B” and incorporated throughout this Agreement, and the Bid, a true and correct copy of which is attached hereto as Exhibit “C” and incorporated throughout this Agreement;

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

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

Ernest Rodriguez
Philadelphia Parking Authority
701 Market Street, Suite 5400
Philadelphia, PA. 19106
Business Phone: 215.683.9673

2. TERM

The Term of this Agreement will commence on the date first written above and will terminate automatically without notice three (3) years from the date first written above (“Initial Term”). Thereafter, this Agreement may be renewed for two (2), one (1) year terms at the sole discretion of the Authority, subject to the provisions of this Agreement (“Additional Term”). The Authority may provide written notice of its option to renew for each Additional Term thirty (30) days prior to the expiration of each Term.

3. CONSIDERATION AND PAYMENT

A. The Authority agrees to pay and Contactor agrees to accept payment for the Tickets in accordance with the individual prices (“Purchase Price”) identified in Exhibit C, not to exceed a total purchase amount, over the Term of this Agreement, _____ and no/100 Dollars (\$____,____.00). The Authority agrees to pay and Contactor agrees to accept payment within thirty (30) days of the Authority’s acceptance of such installment according to the *pro rata* value of the accepted deliverable as determined by Exhibit C.

B. The purchase price as established by this Agreement must include 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 merchandise covered by this Agreement.

C. Contractor must invoice the Authority upon delivery of the Tickets to the Authority. All invoices must be identified with a Purchase Order number supplied by the Authority and be submitted to:

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

Contractor may not invoice any Authority employee for any items supplied pursuant to the Agreement.

4. TERMS OF DELIVERY.

A. Delivery of the Tickets must be made by Contractor to the Authority within _____() calendar days from the issuance of a purchase order by the Authority.

B. THE TIME OF DELIVERY IS OF THE ESSENCE. IF A TENDER OF CONFORMING TICKETS IS NOT MADE BY THE SCHEDULED DELIVERY DATE, COMPANY MAY, AT THE SOLE DISCRETION OF THE AUTHORITY, HAVE AN OPPORTUNITY TO MAKE A LATER CONFORMING TENDER. Contractor must promptly notify the Authority in writing of any anticipated delay in the scheduled delivery date, and the Authority reserves the right, in order to maintain the scheduled delivery date, to require Contractor to expedite delivery by shipping via a speedier, alternate transport means. Additional costs attributable to such expedited delivery will be paid by Contractor. Contractor will be liable for all resulting damages to the Authority occasioned by delay in delivery. Delivery will not be deemed to be complete until the Tickets have been actually received and accepted by the Authority. Advance and excess shipments may at the Authority's option be rejected and returned to Contractor at Contractor's expense. Failure by Contractor to deliver the Tickets 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.

C. Upon Delivery, the Tickets will be inspected by the Authority to assure conformity with the IFB. In the event that the Tickets fail to be compatible in any way, the non-conforming Tickets may be returned to Contractor with Contractor's obligation to take adequate remedial action as to the non-conforming Tickets or replace such Tickets with conforming Tickets in either case, within seven (7) calendar days of rejection by the Authority, or the delivery of such non-conforming Tickets 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. The Authority's inspection, discovery of any breach of warranty, failure to make an inspection or failure to discover any breach of warranty will not constitute a waiver of any of the Authority's rights or remedies whatsoever.

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

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

5. LIQUIDATED DAMAGES

A. Upon the occurrence of an event, default or breach by Contractor, including the initial failure to meet the Terms of Delivery of conforming Tickets as outlined in Section 4 of this

Agreement, Contractor will be liable for, and the Authority will be entitled to recover, liquidated damages in the amount of ten percent (10%) of the unit price of the Tickets. Thereafter, Contractor will be liable for, and the Authority will be entitled to recover, liquidated damages for every thirty (30) days that the Tickets fail to meet the Terms of Delivery as outlined in Section 4 of this Agreement. The parties hereby agree and acknowledge that calculation of the damages from a breach would be difficult to estimate accurately and that the foregoing percentage is a reasonable approximation thereof and is intended as the fair allocation and liquidation of damages.

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

6. RIGHTS AND REMEDIES

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

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

J. If the Tickets cause any harm or damage to any Authority property, charge Contractor for all costs and expenses of repairing or replacing such property.

The Authority is 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.

7. WARRANTIES

Contractor expressly warrants that all Tickets purchased and delivered hereunder:

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

B. will strictly conform in all respects to any samples, drawings, specifications or other written documents presented to the Authority in connection with the sale of such Tickets to the Authority,

C. will be merchantable, fit for the purpose for which such Tickets are intended, will comply with industry standards and conform with the description of the product in the purchase order provided to Contractor,

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

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

In addition to the foregoing express warranties, the Tickets purchased hereunder are subject to all warranties arising by operation of law. These warranties will survive inspection, delivery, acceptance, and payment, will run to the Authority, its officers, agents, employees, successors, assigns, customers and users of the Tickets and will not be deemed to be exclusive.

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

8. 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 must be made to the Authority.

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

9. INABILITY OF COMPANY TO PERFORM.

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

10. CANCELLATION

The Authority may, by written notice to Contractor, cancel this agreement, or any part of it, without affecting other parts, upon the occurrence of any of the following events ("Events of Default"):

A. Contractor fails fully to perform any of its obligations under the Terms and Conditions, including without limitation, the timeliness of delivery, the conformity of Tickets delivered or conformity with any express or implied warranty hereunder;

B. The commencement of an involuntary case or the filing of a petition against Contractor (i) seeking reorganization, arrangement, adjustment or composition of or in respect of Contractor under the Federal Bankruptcy Code as now or hereafter constituted, or under any other applicable Federal or state bankruptcy, insolvency, reorganization or other similar law, (ii) seeking the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator, or similar official of Contractor for any part of its property, or (iii) seeking the winding up or liquidation of its affairs, and such involuntary case or petition is not dismissed within thirty calendar days after the filing thereof;

C. The commencement by Contractor of a voluntary case or the institution by Contractor of proceedings to be adjudicated as bankrupt or insolvent, or the consent by it to the institution of bankruptcy or insolvency proceedings against it, under the Federal Bankruptcy Code as now or hereafter constituted, or any other applicable Federal or state bankruptcy or insolvency or other similar law;

D. The consent by Contractor to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator, or other similar official of Contractor for any substantial part of its property;

E. The making by Contractor of any assignment for the benefits of creditors;

F. The admission by Contractor in writing of its inability to pay its debts generally as they become due or the failure of Contractor to generally pay its debts as such become due;

G. The taking of any corporate action by Contractor or its shareholder or Board of Directors or any committee thereof in furtherance of any of the foregoing; or

H. The Authority in its reasonable opinion believes that Contractor's ability to perform this Purchase Order is in danger or impaired.

In the event of such cancellation, the Authority will have the rights and remedies set forth in Paragraph 6, above, and the Authority's sole liability to Contractor will be for conforming Tickets completed and delivered to the Authority in accordance with a purchase order. Whenever the Authority has the right to demand of Contractor adequate assurance of due performance, the Authority will be the sole judge of the adequacy of assurance given by Contractor.

11. TERMINATION FOR CONVENIENCE OF AUTHORITY

The Authority and Contractor agree that this Agreement may be terminated by the Authority with or without cause upon thirty (30) 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 any Tickets delivered satisfactorily pursuant to Section 3 herein for the period prior to the date of termination. In such event, all memoranda, records, data, information and other documents prepared by Contractor become the property of the Authority and will be forthwith delivered to the Authority. The payments to be made to the Contractor hereunder are the Contractor's sole remedy and right with respect to termination under this paragraph.

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

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

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

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

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

ii. Contractor further agrees that it will indemnify and hold the Authority harmless for any damages, penalties, costs, detriment or harm that the Authority may incur as a result of the Contractor's failure to 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 continue as long as the Contractor has Requested Information in its possession.

B. Force Majeure.

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

C. No Third-Party Beneficiaries.

There are no third-party beneficiaries to this Agreement.

D. Maintenance of Records.

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

E. Assignment.

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

F. Non-Discrimination.

Contractor agrees to abide by all legal provisions regarding non-discrimination in hiring and contracting made applicable by federal, state and local laws.

G. Notices.

Any legal notice or demand given by one party to the other under this Agreement must be in writing and served by a delivery service, against written receipt or signed proof of delivery addressed to the other party at the address set forth above, unless a party has provided written notice to the other identifying a new address for notice. Notice to the Authority must be labeled "c/o/

General Counsel”. All notices will be deemed given on the day after the notice was given to the courier or Postal service.

H. Captions.

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

I. General Indemnity.

Contractor will be responsible for, and will indemnify, defend, and hold harmless the Contractor 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 may 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.

J. Entire Agreement.

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

K. Exhibits and Interpretation.

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

L. Order of Precedence.

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

M. Specific Proposals.

It is understood that the Authority has 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.

N. Independent Contractor.

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

O. Applicable Law and Venue.

This Agreement is 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 has *in personam* jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

P. 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 are the sole obligation of Contractor, and Contractor must maintain current accounts as to the payment of such taxes and be liable over to the Authority for any taxes assessed against the Authority as a result of Contractor's performance under this Agreement.

Q. Ownership of Authority Materials.

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

R. Insurance.

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

S. Waiver.

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

T. Separation Clause.

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

U. Risk of Loss.

Risk of loss for delivery of the Tickets will not pass to the Authority until received and accepted by the designated Authority representative.

**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: _____

Scott A. Petri
Executive Director

APPROVED AS TO FORM
By: _____
General Counsel's Office

Witness: _____

Print Name: _____

Print Title: _____

By: _____

Print Name: _____

Print Title: _____

EXHIBIT A
Philadelphia Parking Authority
CONTRACTOR INTEGRITY PROVISIONS

1. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. For violation of any of these Contractor Integrity Provisions the Authority may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages

for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Authority. These rights and remedies are cumulative, and the use or non-use of any one will not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

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

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

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

Appendix C

Insurance Requirements

THE PHILADELPHIA PARKING AUTHORITY
INSURANCE REQUIREMENTS
BID NO. 18-19 PARKING MANAGEMENT TICKETS 2018

Prior to commencement of the contract and until completion of your work, **Vendor** shall, at its sole expense, maintain the following insurance on it's 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 and environmental/pollution liability may be written on a "claims-made basis) and shall be maintained without interruption through the entire period of this agreement.

1. 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
 - c) Owner must be named as additional insured as shown in requirement #7.
2. Automobile Liability: (Note: if no owned vehicles, show at least hired and non owned coverage)
 - a) Coverage to include:
 - (1) All Owned, Hired and Non-Owned Vehicles
 - (2) Contractual Liability Coverage (including Liability for Employee Injury assumed under a Contract)
 - b) Per Accident Combined Single Limit: \$1,000,000
 - c) Owner must be named as additional insured as shown in requirement #7.
3. Excess / Umbrella Liability Insurance with a minimum acceptable limit of coverage of \$1,000,000 (or the final limit decided to be appropriate) per occurrence and aggregate. Such coverage shall be excess of the general liability insurance, business auto liability insurance, and employers liability as required by this contract. Owner must be named as additional insured as shown in requirement #7.
4. Professional (E&O) Liability Insurance including Printer 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: "if applicable" None of the policies of insurance required by this agreement shall contain deductibles or self-insured retentions in excess of \$25,000. **Vendor** 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
 - b) A.M. Best Financial Size Category: Class VII or Higher
7. The Philadelphia Parking Authority, The City of Philadelphia, The Commonwealth of Pennsylvania its agents, employees, representatives, officers and directors individually and collectively, shall be added as ADDITIONAL INSURED on the policies as noted above. **Vendor'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.

8. It is agreed that **Vendor'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.
9. Waiver of Rights of Recovery and Waiver of Rights of Subrogation:
 - a) **Vendor** 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 **Vendor** pursuant to this Contract.
 - b) **Vendor** 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 **Vendor** 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.
10. 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 **Vendor**.
11. Any type of insurance or any increase in limits of liability not described above which the Authority requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
12. The carrying of insurance shall in no way be interpreted as relieving **Vendor** of any responsibility or liability under the contract.
13. Prior to the commencement of work or use of premises, **Vendor** 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 **Vendor** 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 **Vendor** 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.

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

Appendix D

Ticket Specifications

ZEAG MASTER SPECIFICATIONS MAGNETIC TICKET SPECIFICATIONS FOR UCD TICKET ISSUING MACHINE

Scope: Tickets are used to operate parking facilities. They are used to collect parking fees and for record keeping. These tickets incorporate magnetic encoding on each ticket. The critical aspect of any magnetic ticket is the absolute 100% read/write ability of the magnetic polyester tape.

A. GENERAL REQUIREMENTS: Major areas of concern are paper, dust, how the magnetic media (tape) is fastened to the ticket and the burstability of the hinges between the tickets.

B. TICKETS: Tickets are to be manufactured using the following specifications.

1. **Size:** 2 1/8" ($\pm .005$ ") x 3 13/32". (Diagonal die cut shape)
2. **Thickness:** 7 pt. (.007")
3. **Stock:** White 7 pt. thermal stock (White only color available.). The thermal paper stock must be moisture resistant and dust free type stock. (Dust causes read/write problems.)
4. **Multiples:** Tickets must be ordered in multiples of 20,000 per copy and or stock color, i.e., 20,000, 40,000, etc.
5. **Numbering:** Must be 9/64" tall, 6 digit (xxxxxx) numbers, printed in red ink. (No missing or duplicate numbers allowed, numbering must be guaranteed.)

C. MAGNETIC TAPE:

1. **Magnetic Tape:** Must be polyester tape smoothly laminated to each ticket via adhesive guaranteeing there will be no sticking of one fold to another. (Note: Mag stripe must be polyester tape applied to ticket. It is very important that the 1 mil polyester barrier is fastened via adhesive to the ticket stock and the magnetic oxide coating rests on top.)
2. **Width:** The magnetic tape must be 1/2" wide (.500").
3. **Thickness:** The magnetic tape must be 1 mil thick.
4. **Coercivity:** The magnetic tape must have a nominal value of 300 oersteds.
5. **Position on Ticket:** Must be .218" from top edge of ticket.
6. **Not Acceptable Magnetic Stripes Are:**
 - A. Slurry Stripes
 - B. Printed Stripes
 - C. Foil or Hot Stamp Applied Stripes

All of the above are **not acceptable** and can cause gumming of magnetic heads, read/write reliability problems, and also hidden head damage.

D. HINGES:

1. **Hinge:** The hinge must be .630" wide with 6 perforations per hinge (perforation must go through entire stock). Hinges require a minimum burst (separation) force of 7 lbs and a maximum burst (separation) force of 12 lbs. Any more or less force required to burst (separate) tickets apart can cause damage to the transport unit. (Any separation force other than 7-12 lbs will not be allowed.)
2. **Clean Cut:** Hinges must be clean cut, properly spaced and absolutely no chads allowed to remain between the tickets.

E. SPLICES: None allowed per each individual box of 5M tickets.

F. PACKAGING:

1. 5,000 tickets per inner box and each inner box must be inserted in clear plastic bag taped shut for moisture protection. (Boxes to have window so that numbered content is visible.)
2. 20,000 tickets per carton (4 inner boxes).

(CONTINUED)

Appendix E
Registration Form



Philadelphia Parking Authority

REGISTRATION FORM

Bid No. 18-19
Parking Management Tickets 2018

Date: _____

Bidder Name: _____

Bidder Address: _____

Contact Name: _____

Contact Email Address: _____

Contact Phone Number: _____