

INVITATION FOR BIDS FOR

Ticketing Rolls, Paper Tickets, and Ticketing Envelopes

Bid No. 19-12

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PART I

GENERAL INFORMATION TO BIDDERS

SUMMARY	
When:	Bids must be submitted by Friday, November 8, 2019 no later than 1:00 PM. Bids will be publically opened and read aloud.
Where:	Philadelphia Parking Authority Attention: Mary Wheeler, Manager Contract Administration 701 Market Street, Suite 5400 Philadelphia, PA 19106
How:	Bids 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 vendor name and must be boldly and clearly handwritten (<i>not</i> typewritten) "Bid No. 19-12 Ticketing Rolls, Paper Tickets and Ticketing Envelopes". All bids must be presented with one (1) original and nine (9) 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 Authority, 701 Market Street, Suite 5400, Philadelphia, PA 19106 on Wednesday, October 9, 2019 at 12:00 PM. Bidders must be in attendance at this meeting or participate in the meeting by calling 215.383.1625, Passcode 139494 in order to be considered an eligible Bidder.
Sample Fee:	Sample ticketing rolls, ticket books (and control log) and ticketing envelopes will be distributed to all vendors who attend the mandatory Pre-Bid Meeting for a refundable fee of \$250.00. Samples must be returned to receive a refund. Checks should be made payable to the Philadelphia Parking Authority.

I-1. Introduction.

This Invitation for Bids ("IFB") is being issued by the Philadelphia Parking Authority, ("Authority"), a body corporate and politic created under the laws of the Commonwealth of Pennsylvania in accordance with the Act of June 19, 2001, P.L. 287, No. 22, 53 Pd. C.S. § 5501 et seq. as amended, known as the "Parking Authority Law". The Authority seeks to procure ticketing rolls for handheld ticketing devices, paper ticket books (and control log) and ticketing envelopes under a contract with the Philadelphia Parking Authority. It is anticipated that multiple contracts will be awarded as a result of this IFB.

I-2. Mission Statement.

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

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

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

I-3. Procurement Questions.

Prospective Bidders are encouraged to submit questions concerning the IFB in writing no later than Wednesday, October 23, 2019 at 2:00 PM. Questions concerning this IFB are to be submitted via email to Mary Wheeler at mwheeler@philapark.org with “Bid No. 19-12 Ticketing Rolls, Paper Tickets and Ticketing Envelopes” listed in the subject line. Only questions submitted in writing will be addressed. The Authority will answer all questions in writing to all qualified Bidders. Any furnished answers will not be official until they have been verified, in writing, by the Authority. The Authority shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the IFB or formally issued as an addendum by the Authority. The Authority does not consider questions to be a protest of the Work Statement or of the solicitation.

I-4. Clarification of Instructions.

Should the prospective Bidder find a discrepancy in or an omission from the Work Statement or any part of this IFB, or should he or she be in doubt as to the meaning of any term contained therein, the Bidder shall notify 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 registered 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, **Mary Wheeler is the sole point of contact concerning this solicitation.** Any violation of this condition may result in the Authority rejecting the offending Bidder’s bid. If the Authority later discovers that the Bidder has engaged in any violations of this condition, the Authority may reject the offending Bidder’s bid or rescind its award. Bidders must agree not to distribute any part of their 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, by Friday, November 8, 2019 no later than 1:00 PM. Each Bidder shall submit to the Authority the information and forms required, which forms and information shall become the property of the Authority and will not be returned to Bidders, unless a written request to withdraw is received prior to the opening of bids. Failure to attach documents required for submittal at the time of submittal will result in the offer being rejected.

I-7. Small and Small Diverse Business Requirements.

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

<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.

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

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

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

I-10. Insurance Requirements.

The successful Bidder will be required to submit Insurance Coverage as outlined in *Appendix C*. Bidder's must submit with their bid a sample certificate of insurance from a recent project that meets the requirements. If you do not currently carry the level of insurance that is required you must submit a letter from your insurance company indicating that they will provide the required insurances as outlined in this IFB if awarded a contract. **Insurance requirements will not be negotiated after the bid due date.**

I-11. Executed Contract Required.

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

I-12. Contract Negotiation.

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

I-13. Business Licenses:

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

I-14. Rejection or Acceptance of Bids.

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

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

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

I-15. Unacceptable Bids.

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

I-16. Subcontracting.

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

I-17. Notification of Bidder Selection.

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

I-18. Standard Practices.

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

I-19. Document Disclosure.

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

I-20. Statement of No Bid.

All Prospective Bidders that do not intend to submit a bid are asked to complete the Bid Decline Form enclosed in the bid documents. This document must be emailed to the attention of 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 of the specified items required to support the bid.

I-22. Equipment and Machinery.

The vendor must own or lease the equipment and machinery that will produce the ticketing rolls, paper tickets and envelopes.

I-23. Submitting Samples.

Vendors interested in submitting a bid for this solicitation must provide samples of the ticketing rolls, paper tickets, ticketing envelopes and a control log proposed for this contract. Samples must be received no later than Friday, November 8, 2019 at 1:00 PM (submission deadline). All samples must be submitted as defined in the Work Statement. The Authority requires 10 sample ticketing rolls for handheld devices, two red ticket books, two blue ticket books, one training ticket book and 10 ticketing envelopes. The vendor must also provide a sample control log sheet. All packages shall include a letter of transmittal identifying all samples that are being submitted. All packages must be clearly marked (*not* typewritten) "Bid No. 19-12 – Ticketing Rolls, Paper Tickets and Ticketing Envelopes". Each ticket roll, ticket book, ticketing envelope and control log needs to have the vendor's identification on it. Samples can be mailed or hand delivered to Mary Wheeler, Manager of Contract Administration as listed below. Samples will not be accepted after Friday, November 8, 2019 at 1:00 PM.

The Philadelphia Parking Authority
701 Market Street, Suite 5400
Philadelphia, Pa 19106
ATTN: Mary Wheeler
Manager of Contract Administration

PART II

INFORMATION REQUIRED FROM BIDDERS

II-1. Bid Format.

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

The tab requirements are as follows:

- Tab A - Transmittal Letter
- Tab B - Qualifications and Experience
- Tab C - References
- Tab D - Bid Form
- Tab E - Insurance Requirements
- Tab F - Proposed Amendments to Contract
- Tab G - Equipment Ownership/Lease Verification
- Tab H - Financial Statements
- Tab I - Prevailing Wage

II-2. Transmittal Letter (Tab A).

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

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

Bidders are to provide a brief history of their company and summary of their experience in furnishing the items described in the Work Statement.

Describe similar projects completed within the past three (3) years providing the services defined in the Work Statement. Provide a detailed list of all equipment that will be used to complete the scope of work detailed in the Work Statement as well as indicating if that equipment is leased or owned. Provide evidence of financial soundness and financial resources to complete a project this size.

II-4. References (Tab C).

A minimum of three (3) client references, to whom services were provided similar to 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, the dates services were performed and a description of the services provided.

II-5. Bid Form (Tab D).

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

II-6. Insurance Requirements (Tab E).

The successful Bidder will be required to submit Insurance Coverage as outlined in *Appendix C*. Bidder's must submit with their bid a sample certificate of insurance from a recent project that meets the requirements. If you do not currently carry the level of insurance that is required you must submit a letter from your insurance company indicating that they will provide the required insurances as outlined in this IFB if awarded a contract. **Insurance requirements will not be negotiated after the bid due date.**

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

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

II-8. Equipment Ownership/Lease Verification (Tab G).

Bidder must provide a copy of their lease agreement or purchase documents for each piece of equipment that will be used under this contract.

II-9. Financial Statements (Tab H).

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

II-10. Prevailing Wage (Tab I).

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.

Bidder(s) 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 III

CRITERIA FOR SELECTION

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

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

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

All ticket samples will be evaluated and tested to ensure compatibility with various pieces of equipment. Tickets and rolls must receive a 95% efficiency rating.

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

PART IV

WORK STATEMENT

IV-1. Objectives

1. General.

The Philadelphia Parking Authority is seeking bids from qualified bidders to provide printing services under a one year contract with six possible one year extensions. The Authority estimates that it will procure the items and quantities listed below each year of the contract. The Authority will attempt to order in bulk whenever possible but most printing is done on an "as needed" basis. Sample documents for all items will be given to prospective Bidders at the mandatory Pre-Bid Meeting on Wednesday, October 9, 2019 at 1:00 PM. Bidders are not required to bid on all sections.

2. Specific.

The Authority is seeking bids for paper parking ticket stock, to include: handheld ticket machine rolls for electronic tickets, envelopes for electronic tickets, blue paper tickets, red paper tickets, and training tickets. The paper stock must meet all the specifications provided, including:

A. Handheld Ticket Machine Rolls

1. The handheld rolls must be waterproof and tear resistant.
2. Technical specifications of the paper itself, including the media sensor mark, must meet the approval from the manufacturers of the Zebra ZQ320 printer. (See Sample #1)
3. Preprinted information on the front and back of each ticket is subject to change at any time.
4. The Ticket rolls must meet the following requirements:
 - a. Ticket Size of 3.125" x 8.00"
 - b. Maximum Roll Diameter of 1.53"
 - c. Approximately 60 Tickets per Roll
 - d. White Poly-Thermal Paper with a thickness between 0.06 mm and 0.16 mm
 - e. Pre-Printed colors to include: Black, Blue, Gold, Red, and Orange
 - f. Horizontal perforation every 8.00"
 - g. Inside diameter of roll core to be 0.50"

B. Ticket Envelopes

- a. SIZE: 3.38" X 8.25"
- b. DIE: COIN (new)
- c. FLAP: 1.38"
- d. SEAM: CS
- e. GLUE: PEEL n SEAL
- f. PAPER: 22# WATER RESISTANT
- g. COLOR: 1 PMS BLUE
- h. WINDOW: Windowless envelope with pre-printed text on front and back (See Sample #2)

C. Blue Paper Ticket Books

1. The ticket book (each contains 25 tickets) that is used for issuance of parking tickets outside the Center City zone (also known as "OL") should be as follows (See Sample #3) :
 - a. Face of front cover (Flap) Paper is 100# Manila Tag, Ink colors are Black and UV Reflex Blue, Size is 3.666" X 16.375; sequential numbering
 - b. The back of the front flap paper is 100# Manila Tag, Ink is UV Reflex Blue, size is 3.666" X 16.375"
 - c. The back cover paper is 100# Manila Tag Ink is UV Reflex Blue, size is 3.666" X 17.750"
 - d. The PLY 1 Face paper is 20# White CBBP (carbonless back black print image), Ink colors are Reflex Blue, PMS 200 Red and Varnish, size is 3.666" X 7.688", bar code with nine digit ticket number
 - e. The PLY 2 Face paper is 33# White CF (carbon front), Ink colors are Reflex Blue, PMS 200 Red and Varnish, size is 3.666" X 7.688"
 - f. Back of Ply 2 paper is 33# White CF (carbon front), dots on sample indicate spot glue, Size is 3.666" X 7.688", nine digit number in black
 - g. The face of PLY 3 paper is 36# White Ledger, Size is 3.666" X 8.375", Ink color is PMS 200 Red
 - h. The back of PLY 3 paper is 36# White Ledger, Size is 3.666" X 8.375", Ink color is Reflex Blue
 - i. PLY 2 and PLY 3 make up the payment envelope
 - j. Unit cost must include the cost of the Parking Ticket Distribution Control Log

D. Red Paper Ticket Books

1. The ticket book (each contains 25 tickets) that is used for issuance of parking tickets in the Center City zone (also known as "CC-UC") should be as follows (See Sample #4):
 - a. Face of front cover (Flap) Paper is 100# Manila Tag, Ink colors are Black and PMS 200 Red, size is 3.666" X 16.375", sequential numbering
 - b. The back of the front flap cover paper is 100# Manila Tag, Ink is UV PMS 200 Red, size is 3.666" X 16.375"
 - c. The back cover paper is 100# Manila Tag, Ink is UV PMS 200 Red, size is 3.666" X 17.750"
 - d. The PLY 1 Face paper is 20# White CBBP (carbonless back black print image), Ink Colors are PMS 200 Red and Varnish, size is 3.666" X 7.688", bar code with nine digit ticket number
 - e. The PLY 2 Face paper is 33# White CF (carbon front), Ink Colors are PMS 200 Red and Varnish, size is 3.666" X 7.688"
 - f. Back of Ply 2 paper is 33# White CF (carbon front), dots on sample indicate spot glue, size is 3.666" X 7.688", nine digit ticket number in black
 - g. The face of PLY3 paper is 36# White Ledger, size is 3.666" X 8.375", Ink color is PMS 200 Red
 - h. The back of PLY 3 paper is 36# White Ledger, Ink colors are PMS 200 Red and Reflex Blue, size is 3.666" X 8.375"
 - i. PLY 2 and PLY 3 make up the payment envelope
 - j. Unit cost must include the cost of the Parking Ticket Distribution Control Log

E. Training Ticket Books

1. The Training ticket book (each contains 50 tickets) that is used for training purposes should be as follows (See Sample #5):
 - a. Face of front cover (Flap) paper is 100# Manila Tag, Ink colors are Black and UV Reflex Blue, size is 3.666" X 16.375"
 - b. The back of the front flap paper is 100# Manila Tag, Ink is UV Reflex Blue, size is 3.666" X 16.375"
 - c. The back cover paper is 100# Manila Tag, Ink is UV Reflex Blue, size is 3.666" X 17.750"

3. Estimated Quantities.

<u>ITEM</u>	<u>ESTIMATED ANNUAL QUANTITY</u>
TICKET ROLLS	35,000 – 50,000
TICKET ENVELOPES	2,400,000
BLUE TICKET BOOKS	180,000
RED TICKET BOOKS	70,000
TRAINING TICKET BOOKS	20,000

4. Parking Ticket Distribution Control Log.

The log shows the book number, the range of ticket numbers in the book, the badge issued to, the signature of the Officer receiving the book and the date signing out for the book.

The top portion of the log shows the color of the book for example blue/red department, division, month, supervisor, issue date, issued by and receiving signature. The carton number must be on the sheet and there should be three sheets one white, one yellow and one pink. The sheets need to be carbonated, and perforated with holes on the left side. (See Sample #6).

Any additional cost for the printing of the control log will be factored into the ticket cost.

5. Delivery.

All orders will be delivered to the Authority at 701 Market Street, Suite 5400, Philadelphia, PA 19106 within 30 days of receipt of an order. All shipping costs should also be included in the unit cost of the item.

6. Design.

Any anticipated design cost should be factored into the unit cost.

SAMPLE #1

FRONT (THERMAL SIDE)

Commonwealth of Pennsylvania
City & County of Philadelphia
PARKING VIOLATION

City of Philadelphia
PO Box 41818, Philadelphia, PA 19101-1818

Pay on-line at www.philapark.org
or see reverse side for additional payment instructions

SAMPLE #1

BACK (NON-THERMAL SIDE)

Commonwealth of Pennsylvania
City and County of Philadelphia

NOTICE OF PARKING VIOLATION

Within 15 calendar days of the date of this citation, you must either admit liability and pay the applicable fine OR appeal this parking citation.

Failure to remit payment or to appeal within fifteen (15) days will result in significant late penalties. Parking citations are civil debts due to the City of Philadelphia. Failure to respond may result in filing of **civil judgments, assignment to a collection agency, vehicle registration suspension, booting or impoundment of your vehicle.**

TO MAKE A PAYMENT:

BY WEB: www.philapark.org

Secure Internet payments can be made 24-hours per day, 7-days per week, at the website above.



BY PHONE: [1-888-591-3636](tel:1-888-591-3636)

Secure phone payments can be made 24-hours per day, 7-days per week, at the phone number above.

BY MAIL: Make your check or money order payable to City of Philadelphia and write the citation number and your vehicle license number on the check or money order. Use the provided envelope or mail your payment and this citation to:

City of Philadelphia
PO Box 41818
Philadelphia, PA 19101-1818

IN PERSON: You or an authorized person may bring this citation to the customer service window at the Parking Violations Branch located at 913 Filbert St. in Center City Philadelphia. Payment forms accepted in person are cash, check, money order and credit card.

QUESTIONS: Mailed inquiries or complaints should be addressed to the Parking Violations Branch, PO box 41819, Philadelphia, PA 19101-1819. Do not include payment with correspondence.

CONTEST: If you wish to contest this citation, you may schedule an in person hearing, review by mail, or contest by web. For more information about your options for contesting this citation, call [1-888-591-3636](tel:1-888-591-3636) or visit <http://philapark.org/violations>

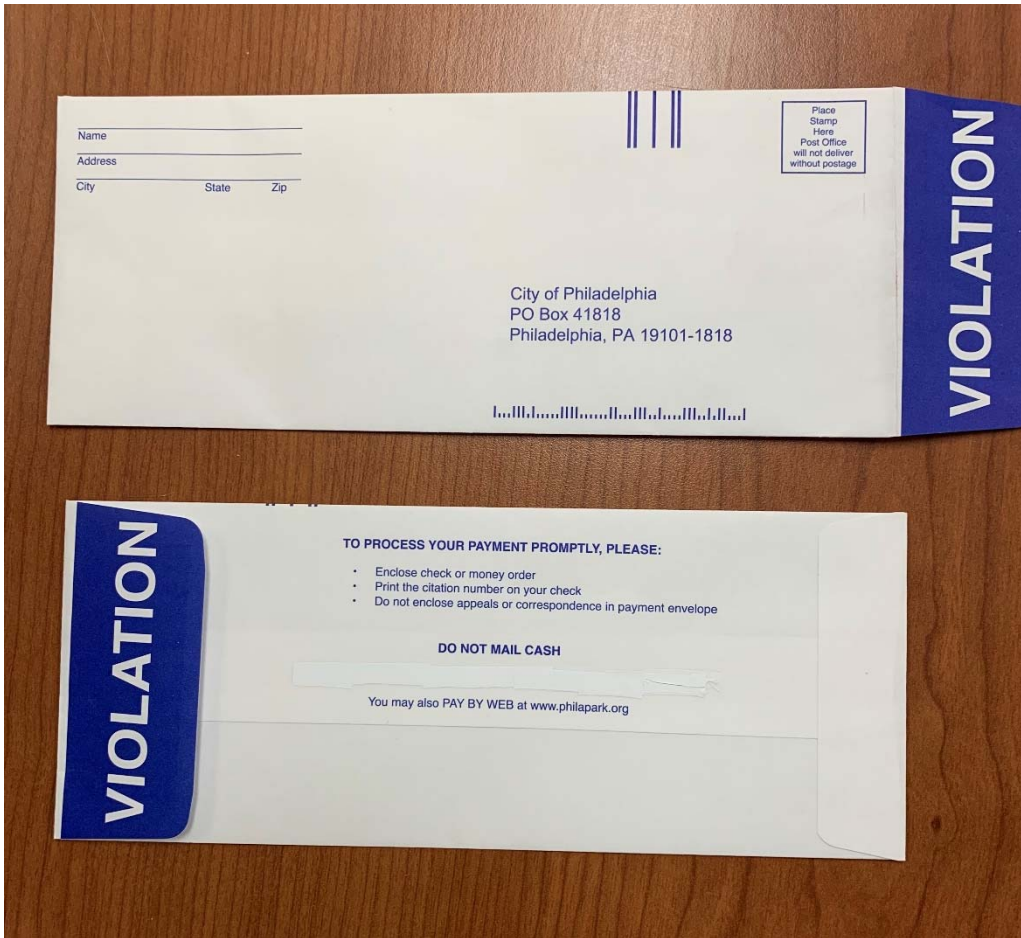
For citation information, meter complaints or to request an interpreter or sign language interpreter for your in person hearing, call 1-888-591-3636.

Please record citation number on check or money order
DO NOT MAIL CASH

SAMPLE #2

** Mailing address for the front of the envelope:

City of Philadelphia
PO Box 41818
Philadelphia, PA 19101-1818

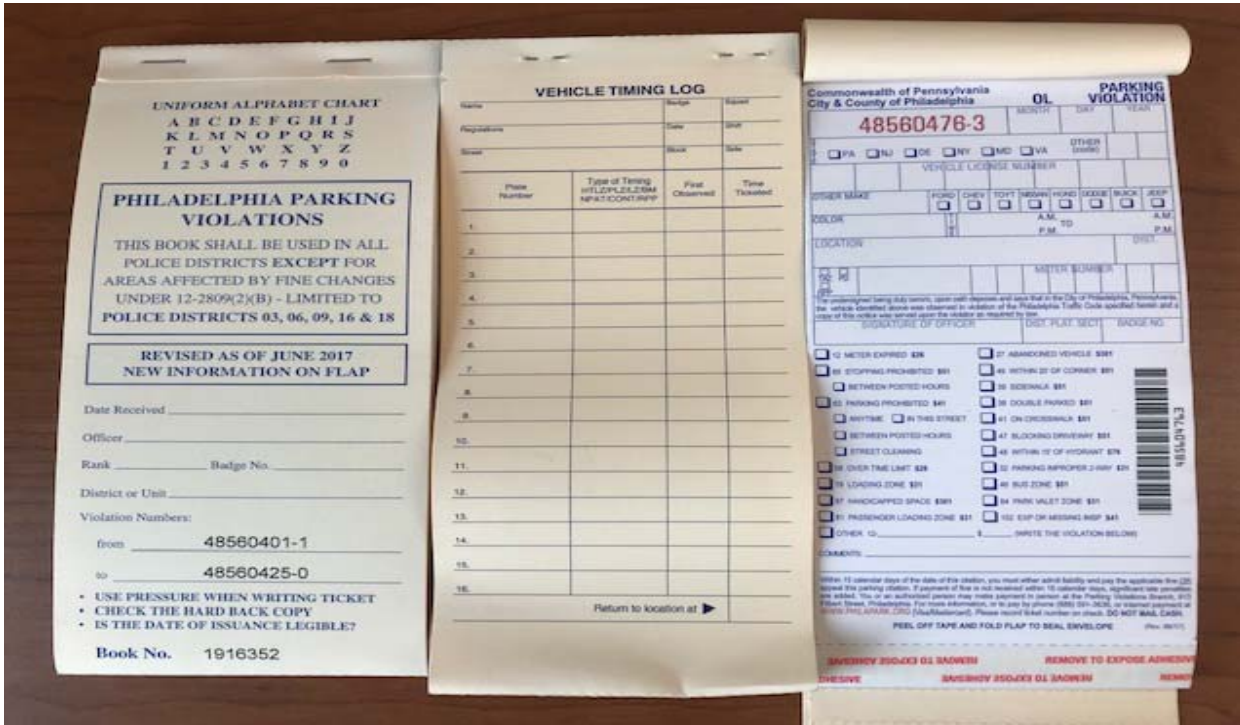


SAMPLE #3

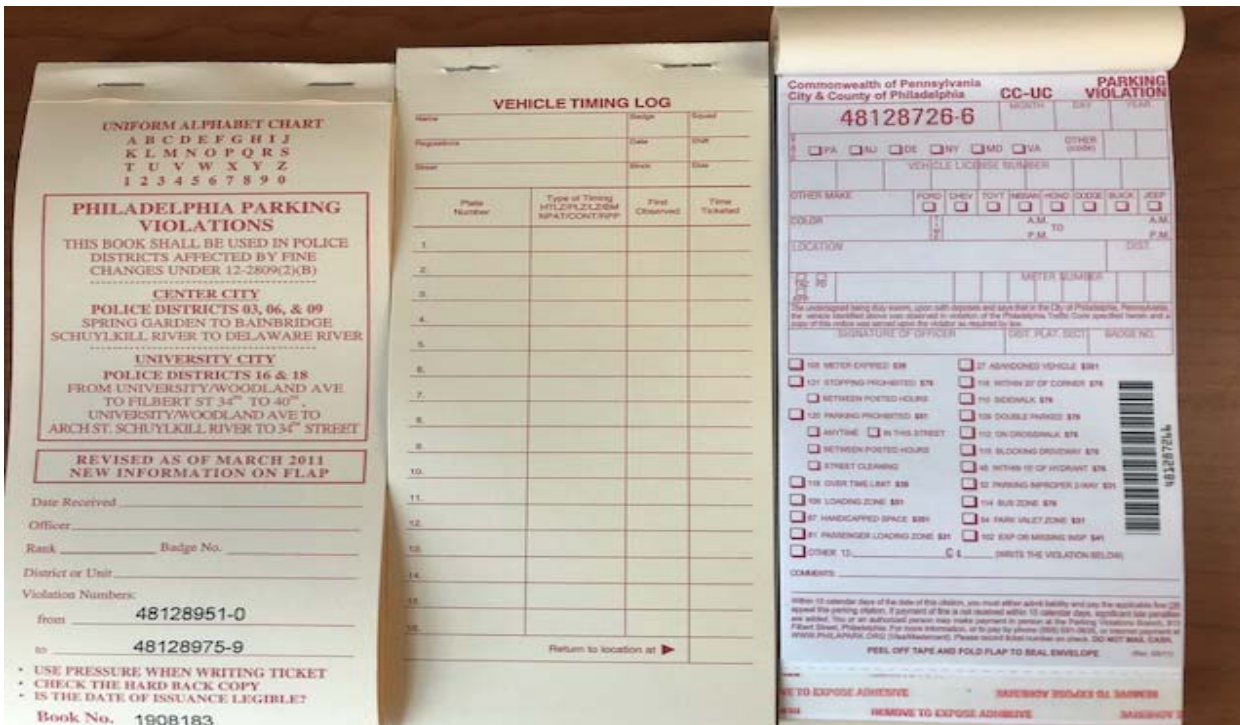
FRONT

BACK

INTERIOR



SAMPLE #4



SAMPLE #5

UNIFORM ALPHABET CHART

A B C D E F G H I J
K L M N O P Q R S
T U V W X Y Z
1 2 3 4 5 6 7 8 9 0

PHILADELPHIA PARKING VIOLATIONS

THIS BOOK SHALL BE USED IN ALL POLICE DISTRICTS EXCEPT FOR AREAS AFFECTED BY FINE CHANGES UNDER 12-2809(2)(B) - LIMITED TO POLICE DISTRICTS 03, 06, 09, 16 & 18

REVISED AS OF JUNE 2017
NEW INFORMATION ON FLAP

Date Received _____

Officer _____

Rank _____ Badge No. _____

District or Unit _____

Violation Numbers: _____

from _____

to _____

USE PRESSURE WHEN WRITING TICKET
CHECK THE HARD BACK COPY
S THE DATE OF ISSUANCE LEGIBLE?

Book No. _____

VEHICLE TIMING LOG

Plate Number	Type of Timing HTLZ/PLZLZ/ZONE/HPAT/COAST/ETC	First Observed	Time Ticketed
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			

Return to location at ►

STATE CODES

Commonwealth of Pennsylvania
City & County of Philadelphia

PARKING VIOLATION

OL MONTH DAY YEAR

PA NJ DE NY MD VA OTHER (code)

VEHICLE LICENSE NUMBER

OTHER MAKE: FORD CHEV TOYOTA HONDA CHRYSLER BUICK JEEP

COLOR: B W G R O Y BK GR BR SLV BLK

LOCATION: _____

METER NUMBER: _____

The undersigned being duly sworn, upon oath deposes and says that in the City of Philadelphia, Pennsylvania, the vehicle identified above was observed in violation of the Philadelphia Traffic Code specified herein and a copy of this notice was served upon the violator as required by the

SIGNATURE OF OFFICER: _____ DIST. PLAT. SECT. PARADE NO. _____

02 METER EXPIRED \$30 27 ABANDONED VEHICLE \$40
 05 STOPPING PROHIBITED \$40 48 WITHIN 20' OF CORNER \$20
 BETWEEN POSTED HOURS 38 SIDEWALK \$40
 03 PARKING PROHIBITED \$40 36 DOUBLE PARKED \$40
 ANYTIME 34 THIS STREET 41 ON CROSSWALK \$40
 BETWEEN POSTED HOURS 47 BLOCKING DRIVEWAY \$40
 STREET CLEANING 49 WITHIN 15' OF HYDRANT \$20
 04 OVER TIME LIMIT \$20 32 PARKING NEWSPAPER \$40
 06 LOADING ZONE \$40 46 BUS ZONE \$40
 07 HANDICAPPED SPACE \$30 34 PARK VALET ZONE \$20
 08 PASSENGER LOADING ZONE \$20 50 EXP OR MISSING SIG \$40
 OTHER 12: _____ 1: _____ (WRITE THE VIOLATION BELOW)

COMMENTS: _____

Please appeal, check or money order payable to the City of Philadelphia in this envelope and mail promptly. If payment of this fee is not received within 10 calendar days, significant late penalties are added. This or an authorized person may make payment in person at the Parking Violations Branch, 3131 Walnut Street, Philadelphia, for more information, or to pay by phone (267) 591-3626, or internet payment at www.phila.gov. (Theft/Misconduct). Please record plate number on check. DO NOT MAIL CASH.

PEEL OFF TAPE AND FOLD FLAP TO SEAL ENVELOPE

Philadelphia Red

PARKING TICKET DISTRIBUTION CONTROL LOG

Parking Tickets

Carton No.: 352

DEPARTMENT:	DIVISION:	MONTH:	SUPERVISOR:
ISSUE DATE:	ISSUED BY:		RECEIVING SIGNATURE:

Book Number	Ticket Number To		Issued to Badge No.	Signature of Officer Receiving Ticket Book	Date Issued
1908193	48129201-9	48129225-8			
1908194	48129226-6	48129250-6			
1908195	48129251-4	48129275-3			
1908196	48129276-1	48129300-9			
1908197	48129301-7	48129325-6			
1908198	48129326-4	48129350-4			
1908199	48129351-2	48129375-1			
1908200	48129376-9	48129400-7			
1908201	48129401-5	48129425-4			
1908202	48129426-2	48129450-2			
1908203	48129451-0	48129475-9			
1908204	48129476-7	48129500-4			
1908205	48129501-2	48129525-1			
1908206	48129526-9	48129550-9			
1908207	48129551-7	48129575-6			
1908208	48129576-4	48129600-2			
1908209	48129601-0	48129625-9			
1908210	48129626-7	48129650-7			
1908211	48129651-5	48129675-4			
1908212	48129676-2	48129700-0			

Sworn Statement:
I Certify under the pains and penalty of perjury that this is an accurate and true record.

Commanding Officer's Signature

Audit Control Number

Spot Inspection Date _____

Final Inspection Date _____

AGENCY RETURN COPY

PART V

CONTRACT TERMS AND CONDITIONS

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

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

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

V-2. Contract Term. The term of the contract for Printing shall commence upon award of a contract by the Authority's Board at a public meeting and execution of a contract by the Executive Director and will end one year thereafter, unless it is terminated earlier pursuant to the terms of the contract. The term of the contract may be extended by and at the sole option of the Authority for up to 6 (six) additional 1 (one) year terms.

Appendix A
Bid Form

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

**TICKETING ROLLS, PAPER TICKETS AND TICKETING ENVELOPES 2019
Bid No. 19-12**

BID FORM

1. The undersigned submits this bid in response to the above referenced Bid No. 19-12 Ticketing Rolls, Paper Tickets and Ticketing Envelopes 2019, being familiar with and understanding the advertised notice of opportunity, Instructions, Work Statement, Bid Form, Affidavit of Non-Collusion, and Addenda if any (the "Bid Documents"), as prepared by the Philadelphia Parking Authority and posted on the Authority's Internet website and on file in the office of the Authority at 701 Market Street, Suite 5400, Philadelphia, PA 19106. The party submitting a bid is the "Bidder".
2. In submitting this bid, it is understood that the Authority reserves the right to withdraw and cancel this invitation prior to opening of bids or to reject any and all bids after bids are opened if this is in the best interest of the Authority and in the Authority's sole judgment. If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within sixty (60) days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form.
3. Attached hereto is an affidavit of proof that the undersigned has not entered into any collusion with any person in respect to this bid or any other bid or the submitting of bid for the contract for which this bid is submitted.
4. Bidder acknowledges receipt of the following addenda:

Addendum	Date
_____	_____
_____	_____
_____	_____

5. **Contract Term.** The term of the contract shall commence upon award of a contract by the Authority's Board at a public meeting and execution of a contract by the Executive Director and will end one year thereafter, unless it is terminated earlier pursuant to the terms of the contract. The term of the contract may be extended by and at the sole option of the Authority for up to 6 (six) additional 1 (one) year terms.

6. **Cost Proposal:** Bidder agrees to provide ticketing rolls, paper tickets and ticketing envelopes in accordance with the Work Statement and for the prices stated below. It is anticipated that multiple contracts will be awarded as a result of this IFB. Bidders are not required to bid on all three sections.

A.

Item Description	Approximate One year Quantity	Year 1 Unit Price	Year 2 Unit Price	Year 3 Unit Price	Year 4 Unit Price	Year 5 Unit Price	Year 6 Unit Price	Year 7 Unit Price
Ticketing Rolls for Handheld Devices	35,000-50,000							

B.

Item Description	Approximate One year Quantity	Year 1 Unit Price	Year 2 Unit Price	Year 3 Unit Price	Year 4 Unit Price	Year 5 Unit Price	Year 6 Unit Price	Year 7 Unit Price
Blue Paper Tickets	180,000							
Red Paper Tickets	70,000							
Training Paper Tickets	20,000							

C.

Item Description	Approximate One year Quantity	Year 1 Unit Price	Year 2 Unit Price	Year 3 Unit Price	Year 4 Unit Price	Year 5 Unit Price	Year 6 Unit Price	Year 7 Unit Price
Ticketing Envelopes	2,400,000							

7. **Delivery Statement:** The undersigned Bidder agrees to deliver ticketing rolls, paper tickets and ticketing envelopes within 30 days after receiving an order from the Authority.

Signature

Name
(Please Print)

Title

Date

8. **Certification of Own/Lease:** The undersigned Bidder certifies that the equipment to be used under the contract is owned/leased by the Bidder.

Signature

Name
(Please Print)

Title

Date

9. Bidder Signatures:

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

Signature

Typed or Printed Name

Title

Business Name of Bidder

Street Address

City/State/ZIP Code

Telephone Number

Signature

Typed or Printed Name

Title

SEAL:

Date

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

Authorized Signature

Typed or Printed Name

Title

Date

Business Name of Bidder

Street Address

City/State/ ZIP Code

Telephone Number

Type of Entity

10. Affidavit of Non-Collusion:

State of: _____
County of: _____

Bid No. _____

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

I state that:

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

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

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

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

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

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

Signature

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

Printed Name

Notary Public
My Commission Expires: _____

11. Qualifications:

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

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 **MUST** 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.

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



Bid Decline Form: Bid No. 19-12 – Ticketing Rolls, Paper Tickets and Ticketing Envelopes

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

The undersigned vendor declines to submit a bid for this project.

Name: _____

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

Comments:

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

Appendix B
Sample Contract

**AGREEMENT FOR TICKETING ROLLS, PAPER TICKETS,
AND TICKETING ENVELOPES
BY AND BETWEEN
THE PHILADELPHIA PARKING AUTHORITY AND**

Contract No. K-19-0054

THIS AGREEMENT effective as of the ____ day of _____, 2019 by and between **The Philadelphia Parking Authority**, an agency of the Commonwealth of Pennsylvania and a body corporate and politic, with its principal address at 701 Market Street, Suite 5400, Philadelphia, PA 19106 ("**Authority**") and _____ with a registered address at _____ ("**Company**").

WITNESSETH:

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

WHEREAS, the Authority is seeking a qualified vendor to provide professional printing services;

WHEREAS, in order to procure such professional printing services, the Authority issued an Invitation for Bids "Ticketing Rolls, Paper Tickets, and Ticketing Envelopes" ("IFB") on _____, 2019. A true and correct copy of the IFB is attached hereto as Exhibit "B";

WHEREAS, Company submitted a conforming Response to the IFB ("Bid") on _____, 2019. A true and correct copy of the Bid is attached hereto as Exhibit "C";

WHEREAS, Company has proposed that it is capable and will provide the professional printing services of the style, type and quality as hereinafter described; and

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

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

1. SERVICES.

The Authority hereby engages and Company hereby agrees to perform the following professional printing services of the Ticketing Rolls, Paper Tickets, and Ticketing Envelopes ordered by the Authority ("Printing"):

A. To provide Printing in accordance with Company's BID, and in accordance with the terms and conditions detailed in the IFB, and incorporated throughout this Agreement;

B. To provide Printing in the most cost effective manner utilizing personnel at the level of competence required relative to the nature of the work, and to follow all applicable federal, state, and local laws; and

C. To coordinate the fulfillment of this Agreement with the Authority's Project Manager. The Authority's Project Manager will be John Pietrafitta, who may be reached at 215-683-9789 or by e-mail at JPietrafitta@philapark.org. The parties agree that only the Authority's Board or Executive Director may consent to any alteration or amendment to this Agreement, and in each such case in writing.

2. TERM.

The term of the contract for Printing shall commence upon award of a contract by the Authority's Board at a public meeting and execution of a contract by the Executive Director and will end one year thereafter, unless it is terminated earlier pursuant to the terms of the contract. The term of the contract may be extended by and at the sole option of the Authority for up to 6 (six) additional 1 (one) year terms.

3. CONSIDERATION AND PAYMENT.

A. The Authority agrees to pay and Company agrees to accept the pricing as detailed in the Pricing Chart in Section G. below for all Printing performed during the Term of this Agreement. At no time may the total consideration paid by the Authority to Company during the Term of this Agreement exceed _____ (\$_____), without an amendment to this Agreement and approval by the Authority's Board. It is agreed and understood that the Authority is not obligated to order any Printing from Company during the term of this Agreement.

B. The pricing set forth in this Agreement shall 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. At no time will Company be reimbursed for any administrative or overhead costs incurred by Company in fulfilling the terms of this Agreement, including, but not limited to, any time, fees or expenses associated with Company's travel, fuel, lodging, food, or photocopying in connection with Company's Printing without the advanced written approval of the Project Manager.

D. Company agrees to accept such amounts resulting from the Printing performed as the sole and full compensation for such Printing.

E. Company shall invoice the Authority per Purchase Order for Printing as provided in this Agreement in a form acceptable to the Authority. All invoices shall be forwarded to:

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

F. No late fees, penalties, or interest may be assessed against the Authority for late payments made to Company.

G. Pricing Chart:

Section will be completed after award.

4. TERMS OF DELIVERY

A. Delivery of the Ticketing Rolls, Paper Tickets and Ticketing Envelopes shall be made by Company within thirty (30) business days of Company's receipt of the Authority's Purchase Order. The Ticketing Rolls, Paper Tickets and Ticketing Envelopes shall be delivered to the Authority at:

The Philadelphia Parking Authority
701 Market Street
Philadelphia, PA 19106
Attn: John Pietrafitta

Failure by Company to Deliver the Ticketing Rolls, Paper Tickets and Ticketing Envelopes covered by this Agreement within the specified time shall, at the Authority's sole discretion, constitute a breach of this Agreement and shall release the Authority from any and all liabilities or obligations hereunder.

B. Upon Delivery, the Ticketing Rolls, Paper Tickets and Ticketing Envelopes shall be inspected by the Authority to assure adherence to both the specifications detailed in the IFB and the Authority's Purchase Order. In the event that the Ticketing Rolls, Paper Tickets and Ticketing Envelopes fail to meet any of the specifications, the Ticketing Rolls, Paper Tickets and Ticketing Envelopes may be returned to Company with Company's obligation to take adequate remedial action as to the non-conforming Ticketing Rolls, Paper Tickets and Ticketing Envelopes or replace the Ticketing Rolls, Paper Tickets and Ticketing Envelopes with conforming Ticketing Rolls, Paper Tickets and Ticketing Envelopes, in either case, within five (5) calendar days of rejection by the Authority, or the Delivery of such non-conforming Ticketing Rolls, Paper Tickets and Ticketing Envelopes in the first or any subsequent instance, shall be deemed, at the Authority's sole discretion, a breach of this Agreement by Company and shall release the Authority from any and all liabilities or obligations associated with this Agreement. For purposes of this Agreement "Delivery" shall mean the normal business day of the Authority upon which the Ticketing Rolls, Paper Tickets and Ticketing Envelopes are transferred to the physical and titular possession of the Authority.

C. The Authority shall have three (3) business days from the date of Delivery to reject the non-conforming Ticketing Rolls, Paper Tickets and Ticketing Envelopes.

5. LIQUIDATED DAMAGES

A. Upon the occurrence of an event, default or breach by Company, including the initial failure to meet the Terms of Delivery as outlined in Section 4 of this Agreement, Company shall be liable for, and the Authority shall be entitled to recover, liquidated damages in the amount of ten percent (10%) of the respective unit price of the Ticketing Rolls, Paper Tickets and Ticketing Envelopes as detailed in the Agreement. Thereafter, Company shall be liable for, and the Authority shall be entitled to recover, liquidated damages in the amount listed above for every five (5) days that the Ticketing Rolls, Paper Tickets and Ticketing Envelopes fail to meet the Terms of Delivery as outlined in Section 4 of this Agreement. The parties hereby agree and acknowledge that calculation of the damages from a breach would be difficult to estimate accurately and that the foregoing dollar amount is a reasonable approximation thereof and is intended as the fair allocation and liquidation of damages.

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

6. NO SOLICITATION/CONFLICTS OF INTEREST.

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

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

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

7. INABILITY OF COMPANY TO PERFORM.

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

8. TERMINATION FOR CONVENIENCE OF AUTHORITY.

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

9. GENERAL TERMS AND CONDITIONS.

A. Right to Know Law Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

P. Taxes.

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

2. As an agency of the Commonwealth of Pennsylvania, and a local government agency, the Authority is exempt from the payment of state and local sales and use and other taxes on material, equipment or other personal property. Company agrees that the fees, prices or rates stated in this

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

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

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

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

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

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

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

SIGNATURE PAGE TO FOLLOW

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

The Philadelphia Parking Authority

Attest: _____

Print Name: _____

Print Title: _____

By: _____

Scott A. Petri
Executive Director

APPROVED AS TO FORM

By: _____

Office of General Counsel

Company

Witness: _____

Print Name: _____

Print Title: _____

By: _____

Print Name: _____

Print Title: _____

Appendix C

Insurance Requirements

THE PHILADELPHIA PARKING AUTHORITY
INSURANCE REQUIREMENTS
BID NO. 19-12
TICKETING ROLLS, PAPER TICKETS AND TICKETING ENVELOPES 2019

Prior to commencement of the contract and until completion of work, **Vendor** shall, at its sole expense, maintain the following insurance on its own behalf, with an insurance company or companies having an A.M. Best Rating of “A-: Class VII” or better, and furnish to The Philadelphia Parking Authority (PPA) Certificates of Insurance evidencing same. Coverage must be written on an “occurrence” basis (exception – professional 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, as applicable.
 - c) Owner must be named as additional insured as shown in requirement #6.

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 #6.

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

4. Deductibles or Self Insured Retentions: (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.

5. 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

6. 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 noncontributory to any other coverage available to the Philadelphia Parking Authority, including, without limitation, coverage maintained by the Philadelphia Parking Authority wherein the Philadelphia Parking Authority is named insured, and that no act of omission shall invalidate the coverage.

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7. 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.
8. 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.
9. The amount of insurance provided in the aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of the **Vendor**.
10. Any type of insurance or any increase in limits of liability not described above which the Authority requires for its own protection or on account of statue shall be its own responsibility and at its own expense.
11. The carrying of insurance shall in no way be interpreted as relieving **Vendor** of any responsibility or liability under the contract.
12. 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.
13. 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.
14. 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,

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or quantify the liabilities and obligations assumed by **Vendor** under the Contract Documents, any other agreement with the PPA, or otherwise provided by law.

15. 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.
16. 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.