



## ***Request for Proposal***

**Printing 2016**

**RFP No. 16-26.6**

**Issue Date: Friday, August 12, 2016**

The Philadelphia Parking Authority is seeking proposals from qualified vendors to provide printing services under a three year contract per the requirements contained within this solicitation.

**The Philadelphia Parking Authority requests that responses be submitted by:**

**2:00 PM EST on Thursday, September 8, 2016**

### **Delivery Instructions:**

**Proposals will be received by Mail, Hand Delivery or Courier Delivery**

All copies of the RFP must be submitted to:

Mary Wheeler

Manager of Contract Administration

701 Market Street, Suite 5400

Philadelphia, PA 19106

Email: [Mwheeler@philapark.org](mailto:Mwheeler@philapark.org)

**Fax or email responses will NOT be accepted**

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

**REQUEST FOR PROPOSALS FOR  
PRINTING 2016  
PROPOSAL NO. 16-26.6  
PARKING TICKET ENVELOPES**

**INSTRUCTIONS TO PROPOSERS**

**SUMMARY**

<b>When:</b>	Proposals must be submitted by 2:00 PM, Thursday, September 8, 2016.
<b>Where:</b>	Philadelphia Parking Authority Attention: Mary Wheeler, Manager Contract Administration 701 Market Street, Suite 5400, Philadelphia, Pa 19106
<b>How:</b>	Proposals 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 marked ( <i>not</i> typewritten) "Printing 2016 - RFP No. 16-26.6". All proposals must be presented with one (1) original and four (6) copies, individually numbered, and an electronic version consisting of one PDF file.
<b>Registration:</b>	All vendors who intend on participating in this solicitation must register by emailing Mary Wheeler at <a href="mailto:mwheeler@philapark.org">mwheeler@philapark.org</a> by the end of business. Vendors who do not register will not be eligible to attend the mandatory pre-proposal meeting.
<b>Pre-Proposal Conference:</b>	A mandatory pre-proposal meeting will be held on Thursday, August 18, 2016 at 11:00 AM at the Headquarters of the Authority, located at 701 Market Street, Suite 5400, Philadelphia, Pa 19106. Only registered vendors are eligible to attend.
<b>Questions:</b>	The deadline for all questions is 2:00 PM, Thursday, September 1, 2016.

**1. Introduction:**

This Request for Proposals (RFP) is being issued by the Philadelphia Parking Authority (the "Authority"). The Authority is soliciting written proposals from qualified vendors in order to procure printing services under a Contract with the Philadelphia Parking Authority. During this procurement process the sole contact at the Authority shall be Mary Wheeler, Manager of Contract Administration, at 701 Market Street, Philadelphia, PA 19106, [mwheeler@philapark.org](mailto:mwheeler@philapark.org). As a Request for Proposals (RFP), this is not an invitation to bid and although price is important, other pertinent factors will be taken into consideration.

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## **2. Procurement Questions:**

Prospective Proposers are encouraged to submit questions concerning the RFP in writing no later than 2:00 PM, Thursday, September 1, 2016. Questions concerning this RFP are to be submitted via email to Mary Wheeler at [mwheeler@philapark.org](mailto:mwheeler@philapark.org) with "RFP No. 16-26.6 Printing 2016" listed in the subject line. Only questions submitted in writing will be addressed. The Authority will answer all questions in writing to all qualified proposers via addenda. 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 RFP or formally issued as an addendum by the Authority. The Authority does not consider questions to be a protest of the specifications or of the solicitation.

## **3. Proposal Conditions:**

Sealed proposals must be received in the office of the Philadelphia Parking Authority, 701 Market Street, Suite 5400, Philadelphia, PA 19106, by 2:00 PM on Thursday, September 8, 2016. Each proposer 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 proposers, unless a written request to withdraw is received prior to the opening of proposals.

## **4. Signatures Required:**

The proposals *must* be signed in ink 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.

## **5. Proposal Format:**

All proposals submitted must conform to the following format requirements. A transmittal letter signed by a person authorized to engage your company in a contract must be included in your proposal. Proposals must be submitted on letter size (8.5" 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, 11"x17" paper is acceptable. An electronic version of the Price Form will be provided to all prospective Proposers upon request. Forms that are altered by the Proposer may be grounds for rejection of the Proposers offer.

The tab requirements are as follows:

- Tab A Letter of Transmittal
- Tab B Executive Summary
- Tab C Proposal Security
- Tab D Financial Statement
- Tab E Insurance Requirements
- Tab F Proposal Form
- Tab G General Warranty
- Tab H Additional Attachments
- Tab I Unacceptable Contract Terms

## **6. Proposal Qualifications:**

Proposals must present evidence satisfactory to the Authority that they are fully competent to perform the conditions of the Contract. Proposers must have the necessary facilities, equipment, experience, and financial capacity to fulfill the conditions of the Contract and all the terms and specifications included herein.

To provide the Authority with information as to their ability to perform, proposers must submit, as part of this proposal, information stipulated in the Proposal Qualification Form attached hereto and proof of ability to furnish the

item as outlined in the specifications.

All prices set forth in proposals received by the Authority shall remain firm and proposers shall not be allowed to change or alter the prices set forth in their proposals for 60 days. If the Authority selects the proposer's proposal, the non-conflicting contents of the selected proposal will become contractual obligations upon execution of the contract.

The Authority has identified the basic approach to meeting its requirements, allowing proposers to be creative and propose their best solution to meeting these requirements.

**7. Executed Contract Required:**

Notwithstanding completed review and submission of all Request for Proposal and Response documents, and regardless of any formal or informal public or private statements emanating from any official of the Authority or the Proposer, including any notice of "contract award" from the Authority, the Authority will not be legally bound to any contract for the provision of providing printing services or be subject to any other liability whatsoever on any legal theory concerning the provision of providing printing services until a final document evidencing the complete and exclusive contract of the parties is signed by the Authority's Executive Director and the duly authorized representative of the Proposer.

**8. Rejection or Acceptance of Proposals:**

An Evaluation Committee comprised of Authority personnel will review all proposals and select the most responsible proposer(s). Upon the conclusion of their review, the most responsible proposer(s) will be selected to execute the contract. The Authority may, at its sole discretion, select more than one proposer to execute a contract. After execution of the contract by the proposer(s), the Committee will make a recommendation to the Authority's Board of the most responsible proposer(s) with the highest quality and best terms. In qualifying a proposer as responsible, the Authority will consider the proposer's ability to meet the requirements, terms and conditions of the RFP. Proposers will be evaluated on factors including, but not limited to, the proposer's work experience, staffing level and experience, responsiveness, quality and timeliness of past performance with the Authority as well as others, financial capability, reliability, responsibility, compliance with equal employment requirements and anti-discrimination provisions, compliance with wage, hour and other fair labor standards, and integrity of the firm and its key people.

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 proposals; to re-advertise for proposals if desired, and to accept the proposal which, in the judgment of the Authority, will be in the Authority's best interest. The Authority reserves the right to reject any or all alternates if desired, and to accept the combination of base proposals and alternates, which in the sole judgment of the Authority, will be in the Authority's best interest.

Any form which is required to be submitted and which is incomplete, conditional, obscure, contains additions not called for and not approved by the Authority, or which contains irregularities of any kind, may be cause for rejection of the proposal. In the event of default by a successful proposer, or the refusal of the proposer to enter into the Contract with the Authority, the Authority hereby reserves the right to re-advertise for the Contract or to accept the proposal of the next most responsible proposer at the Authority's sole option.

At any time up to the hour and date set for opening of proposals, a proposer may withdraw its proposal. Such withdrawal must be in writing and sent to the Authority at the address set forth herein by certified mail, return receipt requested, or delivered in person. Such withdrawal shall be effective only upon receipt by the Authority and will not preclude the submission of another proposal by such proposer prior to the hour and date set for the opening of proposals. After scheduled time for opening of proposals, no proposer will be permitted to withdraw their proposal, and each proposer hereby agrees that their proposal shall remain firm for sixty (60) days. A proposal made and opened may be withdrawn with the written permission of the Authority, if in the Authority's opinion, the proposal is inconsistent with the best interest of the Authority.

**9. Unacceptable Proposals:**

No proposal 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.

**10. Clarification of Instructions:**

Should the prospective proposer find a discrepancy in or an omission from the Requirements or Instructions to Proposers, or should she or he be in doubt as to the meaning of any term contained therein, the proposer shall notify Mary Wheeler, Manager of Contract Administration via email at [mwheeler@philapark.org](mailto:mwheeler@philapark.org). All clarification requests must be submitted by the Question Deadline and will be responded to via addendum to all proposers.

**11. Restriction of Contact:**

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

**12. Notification of Proposer Selection:**

The Authority will study and evaluate all proposals which are received in accordance with the instructions set forth in the proposal package and may select a proposer or multiple proposers and notify all other proposers of the selection within sixty (60) days of the date set forth for the opening of the proposals. Such notice shall be in writing and mailed to the address furnished by each respective proposer via certified mail. The selected proposer(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 proposer for any service or work performed or expenses incurred before the Effective Date of the contract.

**13. MBE/WBE/DBE/DSE Participation:**

The Philadelphia Parking Authority strongly encourages the meaningful and substantial participation of Disadvantaged Minority Business Enterprises ("M-DBE"), Disadvantaged Women Business Enterprises ("W-DBE") and Disadvantaged Disabled Business Enterprises ("DS-DBE") but not limited to; Design, Construction, Operations Management, etc.

While there are no Participation Ranges projected for this Proposal, proposers are prohibited from discriminating in their selection of subcontractors and are encouraged to solicit quotes from businesses on an equitable basis with other firms.

**14. General Warranty (Tab G):**

Neither the final Certificate of Payment nor any provision in the contract included within the scope of the contract shall constitute an acceptance of work not done in accordance with the contract or relieve the proposer of liability in respect to any expressed warranties or responsibility for faulty materials or workmanship.

The vendor must include in its Proposal, a description of all warranty provisions and preventive maintenance operations proposed for this Request for Proposal, if applicable.

**15. Contract Period:**

Commencing with the Effective Date of the Contract the term of this Agreement shall terminate automatically and without notice after three (3) years with two (2) one (1) year extension at the Authority's discretion, unless terminated

earlier by the Authority. The Authority at its sole discretion, shall have the right to terminate the contract upon thirty (30) days written notice. Please refer to the sample contract located in the Requirements section of this RFP.

**16. Executive Summary (Tab A):**

The vendor will include in their proposal, a brief summation of the highlights of the proposal and the overall benefits to the Authority. This summary will also include any alternatives proposed by the vendor.

**17. 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, all proposers involved with this solicitation are advised to review such disclosure issues.

**18. Business Licenses:**

The selected proposer must apply for and obtain, prior to execution of the Final Contract document and at the Proposer's sole expense, any business license required to comply with the applicable law as related to the scope of work detailed in this RFP.

**19. Evaluation of the Proposal:**

A selection panel consisting of Authority staff and legal counsel to the Authority will have sole responsibility for reviewing and evaluating all proposals submitted in response to the RFP. The Evaluation Committee will assess the qualifications of the vendor, the vendor's ability fulfill the terms of the contract within the specified time line, the vendor's ability to meet the specifications, and the price proposed by the vendor.

**20. Standard Practices:**

All work performed under the contract shall be subject to inspection and final approval by the Authority.

**21. Invoicing:**

All invoices must be accompanied by a purchase order number, signed proof of receipt, quantities and description of goods. The Authority will not be responsible for any invoices not delivered or mailed to:

Accounts Payable  
THE PHILADELPHIA PARKING AUTHORITY  
701 Market Street, Suite 5400  
Philadelphia, PA 19106

**22. Shipping and Delivery:**

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

**23. Statement of No Proposal:**

All Prospective Proposers that do not intend to submit a proposal are asked to complete the Proposal Decline Form enclosed in the proposal documents. This document must be emailed to the attention of Mary Wheeler, Manager of Contract Administration at [mwheeler@philapark.org](mailto:mwheeler@philapark.org).

**24. Proposal Security (Tab C):**

Each proposal shall be accompanied by a bid bond, certified check or cashier's check acceptable to the Philadelphia Parking Authority, in an amount equal to \$5,000.00, payable without condition to the Philadelphia Parking Authority as a guaranty that the Proposer, if awarded the Contract, will promptly execute the Agreement in accordance with the

Proposal and the other Contract Documents.

**25. Insurance Requirements:**

The proposer shall submit in **Tab E** of their proposal a sample certificate of insurance from another recent project that meets the Authority's insurance requirements or a letter from its insurance company indicating that they will provide the required insurances as outlined in the requirements section of this RFP.

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

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## **REQUIREMENTS**

### **OVERVIEW:**

The Philadelphia Parking Authority is seeking proposals from qualified vendors to provide printing services under a three (3) year contract. The Authority intends to 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 proposers at the mandatory pre-proposal meeting on August 18, 2016. Any anticipated design cost should be factored into the unit cost. All shipping costs should also be included in the unit cost of the item.

### **SPECIFICATIONS:**

<b>FORM No.</b>	<b>ITEM</b>	<b>QUANTITY</b>
<b>110</b>	Custom envelope, 3.5 x 7.5, open end, flap-1.5 square, center seam, window-3 x 1, window location-L:1.9375 B:3.625, die-flex 110, pull and stick or peel and deal, paper: 22 water resistant	1,400,000 /year

- Unit cost shall include any anticipated design work.
- Vendors will need to list an estimated lead time for all items on the Proposal Form.
- All supplies used to satisfy this solicitation should comply with the “Made In USA” Standard to the best of the vendors ability.
- All shipping and delivery cost will be included in the unit cost.
- Orders will be delivered to The Philadelphia Parking Authority located at 701 Market Street,

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**REQUIREMENTS  
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Suite 5400, Philadelphia, Pa 19106.

- Vendors who will be submitting proposals for more than one sub-section of this RFP are only required to submit one proposal form and can attached additional cost forms.
- Vendors who will be submitting proposals for more than one sub-section of this RFP are only required to submit proposal security once.

**PRINTING SERVICES AGREEMENT  
BY AND BETWEEN  
THE PHILADELPHIA PARKING AUTHORITY  
AND**

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Contract No.

**THIS AGREEMENT** effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016, is 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 \_\_\_\_\_ ("**Consultant**").

**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 a Request for Proposals titled "Printing 2016-RFP No. 16-26.1" on August 12, 2016 ("RFP");

**WHEREAS**, Consultant submitted a conforming proposal to the RFP on \_\_\_\_\_ ("Proposal") and is in the business of providing high quality printing services of the type that the Authority desires to procure;

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

**WHEREAS**, after due consideration and deliberation within the Authority, Consultant was selected to provide the services hereinafter described upon the successful negotiation of this Agreement and assent of the Authority's Board; and

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

**1. SCOPE OF SERVICES**

The Authority hereby engages and Consultant hereby agrees to perform the following professional services ("Services"):

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A. To provide professional printing services in accordance with Consultant's Proposal, a true and correct copy of which is attached hereto as Exhibit "A" and in accordance with the terms and conditions detailed in the RFP, a true and correct copy of which is attached hereto as Exhibit "B" and incorporated throughout this Agreement;

B. To provide professional printing services 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 for the implementation of the Services. The Authority's Project Manager shall be Richard Dickson, Deputy Executive Director, who may be reached at 215-683-9724 or by e-mail at RDickson@philapark.org. However, the parties agree that only the Authority's Chairman 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 this Agreement shall commence on the date first written above and shall expire automatically and without notice after three (3) consecutive years. The Term of this Agreement may be extended for two (2) additional one (1) year extensions by mutual agreement of the parties by written mutual Addendum to this Agreement.

## **3. CONSIDERATION AND PAYMENT**

A. The Authority agrees to pay and Consultant agrees to accept the fee provided in Consultant's Proposal for all Services performed during the Term of this Agreement.

B. Consultant shall submit monthly invoices to the Authority for Services commencing with the execution of this Agreement. The Authority shall pay invoices within thirty (30) days of receipt. All invoices shall be identified with a purchase order number supplied by the Authority and shall be submitted to:

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

C. At no time will Consultant be reimbursed for any administrative or overhead costs incurred by Consultant in fulfilling the terms of this Agreement, including, but not limited to, any time, fees or expenses associated with Consultant's travel to or from the Project site, fuel, lodging, food, permit fees, license fees, filing fees or photocopying costs in connection with Consultant's Services.

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

**4. NO SOLICITATION/CONFLICTS OF INTEREST**

A. Consultant 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 Consultant.

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

C. Consultant hereby acknowledges receipt and acceptance of the Authority's Conflict of Interest Policy.

**5. CHANGE ORDERS**

A. The Authority's Project Manager may at any time, by written order and without notice to the sureties, if any, direct any change to the Services within the general scope of the Agreement ("Change Order"). But for the Authority's Executive Director or Board of Directors, no other employee, agent or representative is authorized to direct any change to the Services under the Agreement, unless expressly authorized to do so in writing by the Authority's Project Manager.

B. Change Orders which reach or exceed Twenty Five Thousand and No/100 Dollars (\$25,000.00) must be approved by the Authority's Board in addition to approvals required in this Agreement. The Board's approval of such Change Orders will be in a written format, signed by the Board of Directors or its designee, and attached to the Change Order when submitted to Consultant. The Authority reserves the right to submit any change order to its Board for advance approval regardless of cost.

**6. INABILITY OF CONSULTANT TO PERFORM**

The inability of Consultant to perform or provide the Services 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.

**7. TERMINATION FOR CONVENIENCE OF AUTHORITY**

The Authority and Consultant 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 Consultant. If the Agreement is terminated by the Authority, as provided herein, Consultant will be paid any compensation outstanding for the Services satisfactorily performed pursuant to Section 1 herein for the period prior to the date of termination. In such event, all memoranda, records, data, information and other documents prepared by Consultant shall become the property of the Authority and shall be forthwith delivered to the Authority. The payments to be made to Consultant hereunder are the Consultant's sole remedy and right with respect to termination under this paragraph.

**8. GENERAL TERMS AND CONDITIONS**

**A. Confidential Matters.**

Consultant agrees that it will treat as confidential any information or document from the files of the Authority, including without limitation any information relating to the Authority's software or hardware products, business or financial affairs and information disclosed orally and identified as confidential, which may come into their possession in pursuit of its duties under this Agreement.

**B. Force Majeure.**

Neither the Authority nor Consultant 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.**

Consultant understands that certain records related to this Agreement may be public records pursuant to Pennsylvania's Right-to-Know Law and Consultant must duly comply with demands made through the Authority for such records. 65 P.S. 67.101. Regardless of the impact of the Right-to-Know Law, Consultant 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 seven (7) years following the termination or expiration of this Agreement. Thereafter, Consultant 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. Ownership and Use of Documents.**

Upon the completion of all Services provided during the Term, or termination of the Agreement, all drawings, specifications, reports or other materials and documents prepared by or with the cooperation of Consultant pursuant to this Agreement shall, at the sole option of the Authority, become the exclusive property of the Authority, whether or not in Consultant's possession, free from any claim or retention of rights thereto on the part of Consultant, except as herein specifically provided in this Agreement, and shall promptly be delivered to the Authority upon the Authority's request. This paragraph shall survive termination of this Agreement.

**F. Assignment.**

This Agreement may not be transferred or assigned by Consultant 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.

**G. Non-Discrimination.**

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

**H. Notices.**

Any notice or demand given by one party to the other under this Agreement shall be in writing and served by nationally recognized overnight courier service or sent by United States certified or registered mail return receipt requested, postage prepaid, or by overnight express delivery service or by courier service, against written receipt or signed proof of delivery addressed to the other party at the address set forth below, unless a party shall have provided written notice to the other identifying a new address for notice:

**The Authority:**

The Philadelphia Parking Authority  
701 Market Street, Suite 5400  
Philadelphia, PA 19106  
Attn: Dennis G. Weldon, Jr.  
General Counsel

**Consultant:**

All notices shall be deemed given on the day after the notice was given to the courier or Postal service.

**I. Captions.**

The captions in this Agreement are for convenience only and are not a part of this



Agreement and do not in any way define, limit, describe or amplify the terms and provisions of this Agreement or the scope or intent thereof.

**J. General Indemnity.**

Consultant, for itself, its successors, assigns, agents, and sub-contractors hereby agrees to indemnify, defend and hold harmless the Philadelphia Parking Authority, the City of Philadelphia, and the Commonwealth of Pennsylvania and their agents, employees, representatives, officers and directors (the Indemnified Parties) from and against any and all liability for losses, (including those related to business interruption), damage (including special, consequential and incidental) liabilities, claims, demands, causes of action or expense (including attorney's fees and expenses) for which the Indemnified Parties may be held liable by reason of injury (including death or workers compensation) to any person (including Consultant=s employees) or damage to any property of whatsoever kind or nature arising out of or in any manner connected with the work to be performed for the Indemnified Parties (including, but not limited to, work performed under this contract, work performed under Change Order, or any such other work performed for or on behalf of the Indemnified Parties), whether or not due in whole or in part to any act, omission, or negligence of the Indemnified Parties or any of their agents, employees, representatives, officers, directors, stockholders, subcontractors, third parties or parent, subsidiary and affiliated companies, whether known or unknown to the Indemnified Parties or Consultant. It is expressly understood and agreed that the indemnity contained in this paragraph covers claims by Consultant=s employees. It is further expressly agreed that Consultant assumes the fullest extent of all obligations to indemnify and defend all parties whom the Indemnified Parties are obligated to indemnify and defend in the Indemnified Parties contract with others (whether or not such obligations may extend to items beyond those addressed in this Agreement). This obligation to indemnify, defend and hold harmless shall survive termination of this Agreement.

**K. Entire Agreement.**

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

**L. Exhibits.**

All Exhibits to this Agreement are hereby incorporated by reference into and made a part of this Agreement.

**M. Interpretation.**

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 this Agreement, regardless of which party was generally responsible for the preparation of this Agreement.

**N. Order of Precedence.**

In the event of an inconsistency between provisions of this Agreement, the Proposal and the RFP, it shall be resolved by giving precedence in the following order: (1) the main body of this Agreement (not including Exhibits); (2) the RFP (Exhibit "B"), Consultant's Proposal (Exhibit "A") and (3) all other Exhibits. It is Consultant'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 Consultant prior to receiving a written response from the Authority with respect to any alleged error, inconsistency, discrepancy, omission or conflict shall be at the Consultant's own risk and expense.

**O. Risk of Loss.**

In the event any portion of this Agreement requires the delivery of goods to the Authority, the risk of loss for such goods shall not pass to the Authority until received and accepted by the designated Authority representative.

**P. Specific Proposals.**

It is understood that the Authority shall have the absolute discretion to accept, reject or modify any proposal or offer which Consultant may bring to the Authority's attention during the Term of this Agreement. The Authority may direct that Consultant suspend or modify any of its collection activities or methods related to this Agreement at any time.

**Q. Independent Contractor.**

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

**R. Applicable Law and Venue.**

All disputes arising in connection with this Agreement shall be interpreted and governed by the laws of the Commonwealth of Pennsylvania. The parties hereto irrevocably consent to the exclusive jurisdiction of the First Judicial District of Pennsylvania, being the Philadelphia Court of Common Pleas.

**S. Taxes.**

1. Consultant 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. Consultant also certifies that its Philadelphia Business Privilege Tax ID. No. is: \_\_\_\_\_. Consultant 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. Consultant 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 Consultant is liable. In the event Consultant'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 Consultant, and Consultant 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 Consultants performance under this Agreement.

**T. Insurance.**

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

**U. 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.

**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 FOLLO**

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

**The Philadelphia Parking Authority**

Attest: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Vincent J. Fenerty, Jr.,  
Executive Director

APPROVED AS TO FORM

By: \_\_\_\_\_  
General Counsel's Office

**Consultant**

Witness \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Title: \_\_\_\_\_

\_\_\_\_\_

Print Name:

Print Title:

THE PHILADELPHIA PARKING AUTHORITY  
INSURANCE AND INDEMNIFICATION REQUIREMENTS

Prior to commencement of the contract and until completion of your work, \_\_\_\_\_ 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 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.

Workers' Compensation and Employers Liability: in the State in which the work is to be performed and elsewhere as may be required and shall include, where applicable, U.S. Longshoremen's and Harbor Workers' Coverage.

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

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

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
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):	\$ 10,000

- b) General Aggregate must apply on a Per Location Basis
- c) Owner must be named as additional insured as shown in requirement #9.

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 #9.

Excess / Umbrella Liability Insurance with a minimum acceptable limit of coverage of \$5,000,000 (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 #9.

5. If professional services are involved - Professional (E&O) Liability Insurance with minimum acceptable limits of \$1,000,000 per claim, \$2,000,000 aggregate. Claims-made is acceptable.
6. If any work involves or includes handling, transporting, disposing or performing work or operations with hazardous substances or constituents, contaminants, waste, toxic materials, or any potential pollutants - Environmental/Pollution Liability Insurance with minimum acceptable limits of \$3,000,000 per occurrence. Owner must be named as additional insured as shown in requirement #9. Claims-made is acceptable.
7. Deductibles or Self Insured Retention's: "if applicable"  
None of the policies of insurance required by this agreement shall contain deductibles or self-insured retention's in excess of \$25,000. \_\_\_\_\_ is responsible to pay any and all deductibles and/or self-insured retentions that may apply to the required insurance.
8. 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
9. 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 INSUREDS on the policies as noted above even for claims regarding their Sole Negligence. \_\_\_\_\_'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.

10. It is agreed that \_\_\_\_\_ 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.
11. Waiver of Rights of Recovery and Waiver of Rights of Subrogation:
  - a) \_\_\_\_\_ 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 \_\_\_\_\_ pursuant to this Contract.
  - b) \_\_\_\_\_ 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 \_\_\_\_\_ 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.
12. 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 \_\_\_\_\_.  
  
None of the requirements contained herein as to the types, limits, or Philadelphia Parking Authority's approval of insurance coverage to be maintained by \_\_\_\_\_ are intended to and shall not in any manner, limit, qualify, or quantify the liabilities and obligations assumed by \_\_\_\_\_ under the Contract Documents, any other agreement with \_\_\_\_\_, or otherwise provided by law.
13. 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.
14. The carrying of insurance shall in no way be interpreted as relieving \_\_\_\_\_ of any responsibility or liability under the contract.
15. Prior to the commencement of work or use of premises, \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_ 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.

16. Failure of \_\_\_\_\_ to obtain and maintain the required insurance shall constitute a breach of contract and \_\_\_\_\_ 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 \_\_\_\_\_ with a written waiver of the specific insurance requirement.
17. None of the requirements contained herein as to the types, limits, or PPA's approval of insurance coverage to be maintained by \_\_\_\_\_ are intended to and shall not in any manner, limit, qualify, or quantify the liabilities and obligations assumed by \_\_\_\_\_ under the Contract Documents, any other agreement with the PPA, or otherwise provided by law.
18. \_\_\_\_\_ shall require all subcontractors (of every tier) to meet the same insurance criteria as required of \_\_\_\_\_. The subcontractor's insurance must name the PPA as additional insured. \_\_\_\_\_ shall maintain each subcontract's certificate of insurance on file and provide such information to the PPA for review upon request.
19. Failure of \_\_\_\_\_ to provide insurance as herein required or failure of PPA to require evidence of insurance or to notify \_\_\_\_\_ of any breach by \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_ and independent of the duty to furnish a copy or certificate of such insurance policies.
20. \_\_\_\_\_ agrees to indemnify, hold harmless and defend The Philadelphia Parking Authority, The City of Philadelphia, The Commonwealth of Pennsylvania and their agents, employees, representatives, officers and directors (the "Indemnified Parties" individually and collectively) from and against any and all liability for loss, damage or expense for which the Indemnified Parties may be held liable by reason of injury (including death) to any person (including \_\_\_\_\_ employees/volunteers) or damage to any property of whatsoever kind or nature arising out of or in any manner connected with the activities of \_\_\_\_\_ whether or not due in whole or in part to any act, omission, or negligence of the Indemnified Parties or any of their agents, employees, representatives, officers, directors, stockholders, Subcontractors, third parties or parent, subsidiary and affiliated companies, whether known or unknown to The Philadelphia Parking Authority or \_\_\_\_\_. It is expressly understood and agreed that the indemnity contained in this paragraph covers claims by \_\_\_\_\_

employees / volunteers. It is further expressly agreed \_\_\_\_\_ assumes the fullest extent of all obligations to indemnify and defend all parties whom The Philadelphia Parking Authority is obligated to indemnify and defend in The Philadelphia Parking Authority's contract with others (whether or not such obligations may extend beyond those addressed in this Agreement.)

NAME OF VENDOR .....

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

**PRINTING 2016  
PROPOSAL No. 16-26.6  
PARKING TICKET ENVELOPES**

**PROPOSAL FORM**

1. The undersigned, having familiarized \_\_\_\_\_self/selves with the proposal documents to furnish printing services, including the Notice to Proposers, Instructions to Proposers, Proposal Form, Affidavit of Non-Collusion, Specifications, and Addenda if any (hereinafter collectively referred to as the (Proposal Documents), as prepared by the Philadelphia Parking Authority and on file in the office of the Authority at 701 Market Street, Suite 5400, Philadelphia, Pa 19106, hereby proposes to furnish printing services as requested in this solicitation.
2. In submitting this Proposal, it is understood that the Authority reserves the right to withdraw and cancel this invitation to bid prior to opening of proposals or to reject any and all offers after proposals are opened if this is in the best interest of the Authority in the Authority's sole judgment. If written notice of the acceptance of this proposal is mailed, telegraphed or delivered to the undersigned within thirty (30) days after the opening thereof, or at any time thereafter before this proposal 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 proposal or any other proposal or the submitting of proposals for the contract for which this proposal is submitted.
4. Attached hereto is a cashier's check, certified check or bid bond made payable to the Philadelphia Parking Authority for \$5,000.00 to serve as proposal security.
5. Proposer acknowledges receipt of the following addenda:

**Addendum**

**Date**

_____	_____
_____	_____
_____	_____

NAME OF VENDOR .....

6. Proposer agrees to furnish printing services in accordance with the Requirements and for the price stated below:

FORM No.	ITEM	QUANTITY	UNIT COST	TOTAL COST/YEAR	ESTIMATED LEAD TIME
110	Custom envelope, 3.5 x 7.5, open end, flap-1.5 square, center seam, window-3 x 1, window location-L:1.9375 B:3.625, die-flex 110, pull and stick or peel and deal, paper: 22 water resistant	1,400,000 /year			

Yearly Total Handwritten: \$ \_\_\_\_\_

**NAME OF VENDOR .....**

**7. Contract Period:** Commencing with the Effective Date of the Contract the term of this Agreement shall terminate automatically and without notice after three (3) years, unless terminated earlier by the Authority. The Authority at its sole discretion, shall have the right to terminate the contract upon thirty (30) days written notice. Please refer to the sample contract located in the Requirements section of this RFP.

**8. Delivery Schedule:** The undersigned vendor agrees to deliver printing services per the identified lead time on the cost sheet after receiving each order. The vendor will be notified of additional orders by the designated PPA Representative.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name  
(Please Print)**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Company Name**



NAME OF VENDOR .....

**9. Proposer's Signatures:**

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

\_\_\_\_\_  
Signature of Owner of Partner  
\_\_\_\_\_  
Typed or Printed Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Business Name of Bidder  
\_\_\_\_\_  
Street Address  
\_\_\_\_\_  
City/State/ ZIP Code  
\_\_\_\_\_  
Telephone Number

If proposal is by a corporation, form must include the date and be signed here by (a) President or Vice President, and (b) Secretary, Assistant Secretary, Treasurer, 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 proposal.

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Typed or Printed Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Business Name of Bidder  
\_\_\_\_\_  
Street Address  
\_\_\_\_\_  
City/State/ZIP Code  
\_\_\_\_\_  
Telephone Number  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Typed or Printed Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
SEAL:

NAME OF VENDOR .....

**10. Affidavit of Non-Collusion:**

STATE OF .....

COUNTY OF .....

\_\_\_\_\_ being first duly sworn, deposes and says:

That the proposer is a .....  
(partner or officer of the firm of, etc.)

the party making this offer, that such proposal is genuine and not collusive or a sham; that such proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham offer or to refrain from proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price or affiant or of any other proposer, or to fix any overhead, profit or cost element of said proposal price, or of that of any other proposer, or to secure any advantage against the Philadelphia Parking Authority, or any person interested in the proposed contract; and that all statements in said proposal or bid are accurate, true and not misleading.

\_\_\_\_\_  
Signature of Proposer, if proposer is an individual

\_\_\_\_\_  
Signature of Officer, if proposer is a corporation

Subscribed and sworn to  
before me this \_\_\_\_\_  
day of \_\_\_\_\_ 2016.  
My commission expires on  
\_\_\_\_\_, 20\_\_\_\_

**11. Proposer 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 Philadelphia Parking Authority, list date and type of product or service provided:

- i. ....  
.....  
.....
- ii. ....  
.....  
.....

d. List three (3) recent contracts your firm has fulfilled involving the same type of product or service described in this proposal. Note the dollar amount of your firm's work under the contract. Identify references (contact person's name and telephone number) for all contracts listed.

- i. ....  
.....  
.....
- ii. ....  
.....  
.....
- iii. ....  
.....  
.....





Contract Administration Manager  
The Philadelphia Parking Authority  
Mellon Independence Center  
701 Market Street – Suite 5400  
Philadelphia, PA 19106

**Proposal Decline Form: Printing 2016**

RFP No. 16-26.6

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

**Thank you.**

The undersigned vendor declines to submit an offer for this project<sup>1</sup>.

Name: \_\_\_\_\_

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

Comments:


1. Upon completion of this form, please email it to the attention of Mary Wheeler, Manager of Contract Administration at [mwheeler@philapark.org](mailto:mwheeler@philapark.org).

\_\_\_\_\_