

REQUEST FOR PROPOSALS FOR

RFP No. 18-08 Managed Print Services

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PART I

GENERAL INFORMATION TO OFFERORS

SUMMARY

When: Proposals must be submitted by Friday, April 20, 2018 no later than 2:00 PM.

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

How: Proposals must be delivered in a sealed envelope or box via mail, 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** (*not* typewritten) "Managed Print Services RFP No. 18-08". All proposals must be presented with one (1) original and seven (7) copies, individually numbered, and an electronic version consisting of one PDF file.

Mandatory Pre-Proposal Meeting A mandatory Pre-Proposal Meeting will be held in the offices of the Authority, 701 Market Street, Suite 5400, Philadelphia, PA 19106 on Tuesday, March 27, 2018 at 11:00 AM. Offerors must attend the pre-proposal meeting in order to be eligible to participate in this solicitation.

Offerors are permitted to participate via conference call, 1.877.820.7831, Passcode 105107.

I-1. Introduction.

This Request for Proposals ("RFP") is being issued by the Philadelphia Parking Authority, ("Authority"), a body corporate and politic created under the laws of the Commonwealth of Pennsylvania in accordance with the Act of June 19, 2001, P.L. 287, No. 22, as amended, known as the "Parking Authority Law". The Authority is seeking proposals from qualified vendors to procure managed print services. As a Request for Proposals, this is not an invitation to bid and although price is important, other pertinent factors will be taken into consideration.

I-2. Background.

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

I-3. Procurement Questions.

Prospective Offerors are encouraged to submit questions concerning the RFP in writing no later than 2:00 PM Tuesday, April 10, 2018. Questions concerning this RFP are to be submitted via email to Mary Wheeler at mwheeler@philapark.org with “RFP No. 18-08 Managed Print Services” listed in the subject line. Only questions submitted in writing will be addressed. The Authority will answer all questions in writing to all qualified Offerors. 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.

I-4. Clarification of Instructions.

Should the prospective Offeror find a discrepancy in or an omission from the Work Statement or Instructions to Offerors, or should she or he be in doubt as to the meaning of any term contained therein, the Offeror 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 Offerors. Addenda will also be posted to the Authority’s website, www.philapark.org.

I-5. Restrictions of Contract.

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 Offeror’s proposal. If the Authority later discovers that the Offeror has engaged in any violations of this condition, the Authority may reject the offending Offeror’s proposal or rescind its award. Offerors must agree not to distribute any part of their proposals beyond the Authority. An Offeror who shares information contained in its proposal with other Authority personnel and/or competing Offeror personnel may be disqualified.

I-6. Proposal Conditions.

Sealed proposals must be received in the office of the Philadelphia Parking Authority, addressed to Mary Wheeler, 701 Market Street, Suite 5400, Philadelphia, PA 19106, by Friday, April 20, 2018 no later than 2:00 PM. Each eligible Offeror shall submit to the Authority the information and forms required, which forms and information shall become the property of the Authority and will not be returned to Offerors, unless a written request to withdraw is received prior to the opening of proposals.

I-7. Small and Diverse Business Requirements.

The Authority is continually looking for opportunities available for growth and advancement among small and diverse business through contracts to provide products, services or construction to the Authority. Offerors shall identify their status as a small and diverse business by completing the Small and Diverse Business Participation Submittal form

included in the Proposal Form along with a copy of their Small Business Procurement Initiative certificate issued from the Pennsylvania Department of General Services.

I-8. 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.

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

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

I-10. Insurance Requirements.

The successful Offeror will be required to submit Insurance Coverage as outlined in the *Appendix C*. The Offeror shall submit with their proposal a sample certificate of insurance from a recent project that meets the requirements or a letter from its insurance company indicating that they will provide the required insurances as outlined in this RFP.

I-11. Executed Contract Required.

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

I-12. Contract Negotiation.

If successful, this procurement process will result in the presentation of a completed final-form contract to the Authority's Board for approval at a public meeting. To advance that goal a sample contract is included as Appendix A. Please review the sample contract carefully. Any exceptions or requested changes to the contract **must be clearly noted in the proposal (Tab H)** 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 term of this Contract shall commence upon the execution of a contract and shall end 2 years thereafter, with 2 one-year Options to Renew at the sole discretion of the Authority, subject to the other provisions of this Contract. The

Authority will provide 30 days of notice of its decision to renew this Contract. The Authority may terminate this Contract at any time in its sole discretion as provided in Section 6 of the sample contract.

I-13. Business Licenses:

The proposal should include the Offeror's Philadelphia Activity License (formerly Business Privilege License) number and the Offeror's Federal Tax ID number. If the Offeror does not currently have a Philadelphia Activity License, it must obtain one no later than five business days after the Board awards the contract or sooner. If the Offeror 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 proposal.

I-14. Rejection or Acceptance of Proposals.

An Evaluation Committee comprised of Authority employees will review all proposals. Discussions and negotiations may be conducted with responsible Offerors for the purpose of clarification and of obtaining best and final offers. Responsible offers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors.

The responsible Offeror whose proposal is determined in writing to be the most advantageous to the Authority, taking into consideration price and all evaluation factors, shall be selected for contract negotiation. In the event the negotiations reveal that the proposal selected for negotiation is not the most advantageous or the Offeror selected for negotiation defaults or withdraws from negotiation, the Evaluation Committee may select another proposal then determined to be the most advantageous to the Authority, taking into consideration price and all evaluation factors, for contract negotiation. The Authority may cancel the RFP and reject all proposals 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 proposals; to re-advertise for proposals if desired, and to accept any proposal which, in the judgment of the Authority, will be in the Authority's best interest.

Any form which is required to be submitted and which is incomplete, conditional, obscure, contains additions not called for and not approved by the Authority, or which contains irregularities of any kind, may be cause for rejection of the proposal, in the sole discretion of the Authority. At any time up to the hour and date set for opening of proposals, an Offeror may withdraw its proposal. Such withdrawal must be in writing and 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 proposal by such Offeror. After the scheduled time for opening of proposals, no Offeror will be permitted to withdraw their proposal, and each Offeror hereby agrees that their proposal shall remain firm for the contract period. A proposal made and opened may be withdrawn with the written permission of the Authority, if the Authority determines in its sole discretion that the proposal is inconsistent with the best interest of the Authority.

I-15. 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.

I-16. Subcontracting, Key Personnel, and Experts.

Subcontracting, assignment, or transfer of all or part of the interest of the company that is awarded a Contract or in the work covered by this Contract is prohibited and void without the prior written approval of the Authority. In the event such consent is given, the terms and conditions of this Contract shall apply to and bind the party or parties to whom such work is subcontracted, assigned, or transferred as fully and completely as the awarded vendor is hereby bound and obligated and the awarded vendor shall obtain written acknowledgement thereof from all subcontractors.

I-17. Notification of Offeror Selection.

The Authority will study and evaluate all proposals which are received in accordance with the instructions set forth in the proposal package and may select an Offeror or multiple Offerors and notify all other Offerors of the selection within sixty (60) days after the date the proposals are opened. Such notice shall be in writing and mailed to the address furnished by each respective Offeror in the Submittal Letter. The selected Offeror(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 Offeror for any service or work performed or expenses incurred before the effective date of the Contract. Costs incurred by the Offeror in the preparation of the proposal or during any review or negotiations shall be born exclusively by the Offeror.

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 her designee.

I-19. Document Disclosure.

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

I-20. Statement of No Proposal.

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

I-21. Shipping and Delivery.

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

I-22. Proposal Security

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, payable without condition to the Philadelphia Parking Authority as a guaranty that the selected Offeror will promptly execute the Agreement in accordance with the RFP and the other Contract Documents.

PART II

INFORMATION REQUIRED FROM OFFERORS

II-1. Proposal Format.

All proposals submitted must conform to the following format requirements. A transmittal letter signed by a person authorized to engage the Offeror in a contract must be included in your proposal. Proposals 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 Proposal Form can be provided to all prospective Offerors upon request. Forms that are altered by the offeror may be grounds for rejection of the Offerors response.

The tab requirements are as follows:

- Tab A Transmittal Letter
- Tab B Qualifications and Experience
- Tab C Reference Information
- Tab D Technical Response
- Tab E Proposal Form
- Tab F Certificate of Insurance
- Tab G Financial Statements
- Tab H Unacceptable Contract and Insurance Terms
- Tab I Additional Information

II-2. Transmittal Letter (Tab A).

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

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

Offerors are to provide a summary of their Offeror's experience representing government agencies in the Commonwealth of Pennsylvania with regard to the Work Statement set forth in this RFP.

II-4. References (Tab C).

A minimum of three (3) client references from comparable business, which encompass the Work Statement outlined in this RFP, particularly from other governmental agencies, should be submitted. 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. Also, please provide a comprehensive list of current or former clients that you have serviced over the past five years.

II-5. Technical Response (Tab D).

Offerors shall provide a response detailing the service request procedure. The response should include how the service requests will be entered into the system, estimated response time, how the user will be notified when a service request is dispatched, and an estimated time of when technicians will arrive. The response should also include how status updates will be managed, including who will be given status updates and when/how the status updates will be given.

Offerors shall also provide a response detailing the supply request procedure. The response should include how the supply request will be entered into the system, estimated shipping time, and the estimated delivery time. The response should also include how status updates will be managed, including who will be given status updates and when/how the status updates will be given.

II-6. Proposal Form (Tab E).

The proposal form attached as *Appendix A* must be submitted in its entirety (with the exception of the Proposal Decline Form). All signature lines must be executed in ink (on the original only).

II-7. Insurance Requirements (Tab F).

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

II-8. Financial Statements (Tab G).

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

II-9. Unacceptable Contract and Insurance Terms (Tab H).

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

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

PART III

CRITERIA FOR SELECTION

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

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

III-3. Proposal Evaluation. Proposals will be reviewed, evaluated and rated by an Evaluation Committee consisting of Authority employees. The Authority will select the most highly qualified Offeror or the Offeror whose proposal is determined to be most advantageous to the Authority as determined by the criteria listed below.

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

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

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

- a. Responsiveness of the proposal to the submission requirements set forth in the RFP. **Weight: 10%**
- b. Qualifications of the Offeror with regard to the Work Statement outlined in the RFP. The technical ability and capacity of the Offeror to meet the terms of the contract in a timely manner. **Weight: 25%**
- c. Experience of the Offeror with regard to the client list provided and the response received from references. Past performance with the Authority. **Weight: 25%**
- d. Proposed fees and costs, although the Authority is not bound to select the Offeror who proposes the lowest fees. The Authority reserves the right to negotiate fees with the selected Offeror. **Weight: 35%**
- e. Small and Diverse Business participation. **Weight: 5%**

PART IV

WORK STATEMENT

IV-1. Objectives

a. General. The Authority is soliciting written proposals from qualified vendors in order to procure managed print services for all printers, copiers and multifunctional devices located at various locations within the Philadelphia Parking Authority. These locations include 701 Market Street (HQ), Philadelphia International Airport, Taxi and Limousine Division and various other facilities located throughout the City of Philadelphia.

Appendix D contains a complete device list including page counts for your reference.

Appendix E contains a list of locations where the devices may be located.

b. Specific.

Contract:

- Contract will be based on covering all services, supplies, toner, and staples for an estimated 10.1 million pages per year.
- Each model should have a price per page.
- The billed cost per page shall be based on actual pages copied or printed, with no minimum or maximum page requirement. Vendor shall not charge for scanning on any machine.
- Paper will not be included in this contract.
- Vendor will send quarterly invoices.

Service Requests:

- Vendor agrees to perform service request by the next business day. The vendor agrees if the vendor has not had an initial response within 4 hours, a \$100.00 credit will be applied to the next quarterly invoice. Vendor agrees that if service has not started by next business day, a \$250.00 credit will be applied to the next quarterly invoice.
- Supplies must be shipped within two business days of the supply request or automatic supply replenishment notice. Tracking information should be given to the Authority once the supplies have shipped.
- Any parts for service requests should be brought to the location with the technician.
- Local software for auditing toner levels and page counts, is preferred for non-network connected devices.
- If a unit is anticipated to be out of service more than three (3) business days, the Vendor will provide the Authority with a loaner equivalent in functionality and specifications at no charge, upon request. This includes delivery, installation, removal, and required training. On-site loaner is preferred.
- When a device is decommissioned, Vendor will provide a final reading for billing purposes.
- Automatic creation of ticket based on error codes, is preferred.
- Vendor shall provide specifications of any software that will be used for auditing toner levels and page counts.
- Vendor shall back up configuration files from all devices prior to any service being performed.
- All data must be turned over to the Authority at no cost on demand.

Portal:

- Must have a web portal to allow IT Department personnel to place service and supply requests online. The Authority will not be responsible for hosting the portal.

- Web portal must work with the most recent version of internet browsers.
- Portal must be able to handle all equipment covered by this contract including any device additions and/or subtractions.
- The portal should document each piece of equipment location, model, and serial number.
- The portal should provide status updates on service calls and supply requests within four business hours.
- Vendor must provide documentation on portal software to the IT Department personnel.
- Detailed service records and reports should be readily available from the portal, including all open or closed requests for the life of the contract.

Supplies:

- Vendor may use remanufactured or OEM parts and supplies for servicing this contract.
- When initial scan is completed, toner should be sent to any device with toner levels at or below 15% or at previously agreed upon level.
- Toner should be shipped directly to the device location.
- Vendor will provide a system for automatic supply replenishment via alerts and/or monitoring over LAN or WAN connectivity.

Maintenance:

- Vendor should perform yearly preventative maintenance on the devices. A schedule will be created and agreed upon between the Authority and the vendor upon execution of a contract. The yearly preventative maintenance should include firmware updates, as needed. Preventative maintenance should be tracked on the web portal.

PART V

CONTRACT TERMS AND CONDITIONS

V-1. Sample Contract. A sample contract is attached to this solicitation as *Appendix B*. Please review the sample contract carefully. Any exceptions or requested changes to the contract **must be clearly noted in the proposal (Tab H)** 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 proposal to this public procurement process the potential contractor agrees to comply with the Contractor Integrity Provisions.

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

Appendix A
Proposal Form

NAME OF PRIME OFFEROR.....

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

**MANAGED PRINT SERVICES
RFP No. 18-08**

PROPOSAL FORM

1. The undersigned submits this proposal in response to the above referenced RFP No. 18-08, being familiar with and understanding the advertised notice of opportunity, RFP, Proposal Form, Affidavit of Non-Collusion, Work Statement, and Addenda if any (the "Proposal Documents"), as prepared by the Philadelphia Parking Authority and posted on the Authority's Internet website and on file in the office of the Authority at 701 Market Street, Suite 5400, Philadelphia, PA 19106. The party submitting a proposal is the "Offeror".
2. The Authority reserves the right to withdraw and cancel this RFP prior to opening or to reject any and all proposals after proposals are opened if in the best interest of the Authority, in the Authority's sole discretion. If the Authority accepts Offeror's offer, Offeror agrees to execute a contract memorializing the proposal's terms if the contract is delivered to Offeror within 60 days of the proposal opening date. This provision will not be interpreted to preclude the execution of a contract related to this proposal outside of that 60 day period.
3. Offeror acknowledges receipt of the following addenda:

Addendum

Date

4. **Proposal Security:** Attached hereto is a bid bond, certified check or cashier's check in the amount of \$5,000.
5. **Contract Period:** Commencing with the Effective Date, the term of the Final Contract shall be for a period of two (2) years with two (2) one (1) year extensions, which will auto renew at agreed upon terms if notice is not given more than 30 days prior to expiration. The Authority at its sole discretion, shall have the right to terminate the contract upon thirty (30) days written notice.

NAME OF PRIME OFFEROR.....

5. **Proposed Cost:** Offeror agrees to provide managed print services as defined in the Work Statement for the printers, copiers and multifunction devices listed on the device list supplied in this RFP. Paper will not be included in this contract. This contract will be for our current fleet including Ricoh, Savin, Canon, HP (printers, copiers and multifunction devices). Services to include additional devices purchased throughout contract term at price agreed upon between vendor and Authority representative. Offeror agrees to provide managed print services for the fees listed below:

B&W DEVICES

Model	Number of Devices	Price Per Page
Canon 1435if	2	
Canon Image Class D1350	1	
Canon iR-ADV 500	1	
Canon iR-ADV 6265	1	
Canon iR-ADV 8585	1	
HP LaserJet 1020	3	
HP LaserJet 1022	1	
HP LaserJet 1320	1	
HP LaserJet 2420	1	
HP LaserJet 4050	1	
HP LaserJet 4100	1	
HP LaserJet 4200	2	
HP LaserJet 4250	8	
HP LaserJet 600 M602	13	
HP LaserJet Enterprise M506**	1	
HP LaserJet M401dne	3	
HP LaserJet M402dne**	1	
HP LaserJet M607**	2	
HP LaserJet P1505n	1	
HP LaserJet P2030 Series	1	
HP LaserJet P2035	12	
HP LaserJet P2055dn	7	
HP LaserJet P3010 Series	6	
HP LaserJet P4015	4	
HP LaserJet P4515	3	
Ricoh 2045	1	
Ricoh MP 171	1	
Ricoh MP 4500A	1	
Ricoh MP 5000B	3	
Ricoh MP 5001	3	

NAME OF PRIME OFFEROR.....

Model	Number of Devices	Price Per Page
Ricoh MP 5002	2	
Ricoh MP 6001	2	
Ricoh MP 6002	2	
Ricoh MP 6002SP	3	
Ricoh MP 7502SP	1	
Ricoh MP 8001	1	
Ricoh MP 9000	1	
Savin 920	14	
Ricoh MP 501**	1	

COLOR DEVICES

Model	Number of Devices	B&W Price Per Page	Color Price Per Page
Aficio SP C232DN	1		
Canon iPF760	1		
Canon iR-ADV C9280	1		
HP Color LaserJet 3600	1		
HP Color LaserJet 400 M451dn	1		
HP Color LaserJet 5550	1		
HP Color LaserJet CP1215	1		
HP Color LaserJet CP4525	1		
HP Color LaserJet M651	2		
HP Color LaserJet M653**	1		
HP LaserJet 500 Color M551	2		
Ricoh MP C2003	1		

Notes

**New Machine - Usage estimated based on machine that was previously there

NAME OF PRIME OFFEROR.....

6. **Work Statement:** The undersigned Offeror agrees to provide managed print services as detailed in the Work Statement to the printers, copiers and multifunction devices listed on the device list supplied in this RFP.

Signature

Name
(Please Print)

Title

Date

NAME OF PRIME OFFEROR.....

7. Offeror Signatures:

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

_____ Signature of Owner of Partner	_____ Business Name of Offeror
_____ Typed or Printed Name	_____ Street Address
_____ Title	_____ City/State/ ZIP Code
_____ Date	_____ 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, 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 proposal.

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

NAME OF PRIME OFFEROR.....

8. Affidavit of Non-Collusion:

State of: _____

RFP No. _____

County of: _____

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

I state that:

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

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

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

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

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

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

Signature

SWORN TO AND SUBSCRIBED

BEFORE ME THIS _____ DAY

OF 20____

Printed Name

Notary Public

My Commission Expires: _____

NAME OF PRIME OFFEROR.....

9. Qualifications:

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

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

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

i.....

ii.....

iii.....

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

e. **Federal EIN Number:** _____

NAME OF PRIME OFFEROR.....

INTENTIONALLY

LEFT BLANK

Philadelphia Parking Authority

SMALL DIVERSE BUSINESS PARTICIPATION SUBMITTAL

RFP Name and Number: _____

Offeror: _____

Contact Name: _____ Email: _____

OFFEROR INFORMATION:

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

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

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

The Offeror will need to attach **a copy of their SBPI certificate**. Offeror 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**



Proposal Decline Form: RFP No. 18-08– Managed Print Services

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

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

Name: _____

- Requirements too “tight” (explain below)
- Unable to meet time period for responding to this RFP
- We do not offer this product or service
- Our schedule would not permit us to perform
- Unable to complete the Work Statement
- Unable to meet Bond/Insurance Requirements
- 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

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

Contract No. K-18-00____

THIS AGREEMENT effective as of the ____ day of _____, 2018 by and between **The Philadelphia Parking Authority**, an agency of the Commonwealth of Pennsylvania and a body corporate and politic, with its principal address at 701 Market Street, Suite 5400, Philadelphia, PA 19106 (the "**Authority**") and _____ 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, to successfully accomplish the duties with which its charged, the Authority operates out of multiple locations throughout Philadelphia, including office buildings, impoundment lots and garages throughout the city and the Philadelphia International Airport ("Locations"); and

WHEREAS, the Authority desires a highly qualified and professional company to manage repairs and supplies for all of its printers, copiers and multi-function devices at all of its Locations ("Managed Print Services"); and

WHEREAS, in order to procure such Managed Print Services, the Authority issued a Request for Proposals "Managed Print Services" Proposal No. 18-08 (hereinafter "RFP") on _____ and attached hereto as Exhibit "B"; and

WHEREAS, upon review of Company's Proposal responding to the RFP submitted to the Authority on _____, ("Proposal") the Authority's Board voted at a public meeting to award this contract to Company. A true and correct copy of the Proposal is attached hereto as Exhibit "C".

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"):

A. To provide professional printing services in accordance with Consultant's Proposal, a true and correct copy of which is attached hereto as Exhibit "C" 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. Such Services include, but are not limited to:

- (1) Providing services and repairs necessary to ensure optimal operation of all devices;
- (2) Supplying all supplies, toners and staples necessary for the estimated volume of pages produced annually by the Authority;
- (3) Providing a web portal that will allow for the efficient communication and current documentation between the Authority and Company regarding supplies, equipment location, service records, repair status and preventative maintenance schedules; and
- (4) Provide annual preventative maintenance to all devices.

B. To provide the 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 Krystal Cruz, IT Specialist, who may be reached at 215-683-9708 or by e-mail at KCruz@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 two (2) consecutive years. Thereafter, this Agreement may be renewed for 2 individual one-year terms at the sole discretion of the Authority, subject to the other provisions of this Agreement. The Authority shall provide written notice of its sole option to renew for each one-year term permitted by this Agreement 30 days prior to the expiration of each Term.

3. CONSIDERATION AND PAYMENT

A. The Authority agrees to pay and Company agrees to accept a price based on the per page fee as outlined in Company's Proposal attached hereto as Exhibit "B" ("Fixed Fee"). Such Fixed Fee shall be effective throughout the length of this Agreement, inclusive of any renewal terms entered into pursuant to Section 2 of this Agreement.

B. Company shall invoice the Authority quarterly. All invoices shall be accompanied by a signed service order in a form and substance acceptable to the Authority and shall be forwarded to:

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

C. Company shall be responsible for paying all Subcontractors out of Company's Fixed Fee as described above.

D. The Authority shall not be responsible for any expenses of Company or Subcontractors, including, but not limited to, travel, lodging, meals, telephone and postage (the "Expenses"). All such expenses shall be included in the Fixed Fee.

E. 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. 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.

5. INABILITY OF COMPANY TO PERFORM. The inability of Company 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.

6. TERMINATION FOR CONVENIENCE OF AUTHORITY. The Authority and Company 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 Company. If the Agreement is terminated by the Authority, as provided herein, Company will be paid any compensation outstanding for the Services satisfactorily performed pursuant to Section 3 herein for the period prior to the date of termination. In such event, all memoranda, records, data, information and other documents prepared by Company shall become the property of the Authority and shall be forthwith delivered to the Authority. The payments to be made to Company hereunder are the Company's sole remedy and right with respect to termination under this paragraph.

7. 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 releases 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 RFP (Exhibit “B”), (3) the Company’s Proposal (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 Services related to this Agreement at any time.

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

O. Applicable Law and Venue. This Agreement 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: [REDACTED]. Company further certifies that its Federal Tax ID. No. is: [REDACTED].

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 RFP.

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. 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. and contracting made applicable by federal, state and local laws.

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 Petri
Executive Director

APPROVED AS TO FORM

By: _____

General Counsel's Office

Company

Witness _____

Print Name: _____

Print Title: _____

By: _____

Print Name: _____

Print Title: _____

Appendix C

Insurance Requirements

THE PHILADELPHIA PARKING AUTHORITY
INSURANCE AND INDEMNIFICATION REQUIREMENTS
RFP NO. 18-08 MANAGAED PRINT SERVICES

Prior to commencement of the contract and until completion of your work, _____ shall, at its sole expense, maintain the following insurance on it's own behalf, with an insurance company or companies having an A.M. Best Rating of "A-: Class VII" or better, and furnish to The Philadelphia Parking Authority 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. Workers' Compensation and Employers Liability: in the State in which the work is to be performed and elsewhere as may be required and shall include, where applicable, U.S. Longshoremen's and Harbor Workers' Coverage.
 - a) Workers' Compensation Coverage: Statutory Requirements
 - b) Employers Liability Limits not less than:

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

2. Commercial General Liability: including Premises-Operations, Independent Contractors, Products/Completed Operation, Broad Form Property Damage, Contractual Liability (including Liability for Employee Injury assumed under a Contract), and Personal Injury Coverage.
 - a) Occurrence Form with the following limits:
 - (1) General Aggregate: \$2,000,000
 - (2) Products/Completed Operations Aggregate: \$1,000,000
 - (3) Each Occurrence: \$1,000,000
 - (4) Personal and Advertising Injury: \$1,000,000
 - (5) Fire Damage (any one fire): \$ 50,000
 - (6) Medical Expense (any one person): \$ 5,000
 - b) General Aggregate must apply on a Per Location Basis
 - c) Owner must be named as additional insured as shown in requirement #10.

3. 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 #10.

4. 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, employers liability & cyber liability as required by this contract. Owner must be named as additional insured as shown in requirement #10. If the excess liability does not cover over the cyber liability insurance, then the required minimum cyber liability insurance limit will be \$5,000,000.

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 #10. Claims-made is acceptable.

7. If any work involves web-based or cyber services – Cyber Liability Insurance, including 3rd party privacy, with minimum limits of \$1,000,000 per claim and excess limits as described in requirement #4 above. Owner must be named as additional insured as shown in requirement #10.
8. 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.
9. 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
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. The carrying of insurance shall in no way be interpreted as relieving _____ of any responsibility or liability under the contract.
16. 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.

17. 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.
18. 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.
19. _____ 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.
20. 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.
21. _____ 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.)

Appendix D
Device List and Page Counts

B&W Devices

Model	Location	Latest Invoice Usage	Average Quarterly Usage	1/23/18 Total Page Count
Canon 1435if	Lot 2 - Auctions Trailer	1,034	1,564	8,765
Canon 1435if	Lot 7	1,692	831	17,971
Canon Image Class D1350	Airport	1,600	1,060	21,939
Canon iR-ADV 500	PPA HQ	33,382	24,442	541,167
Canon iR-ADV 6265	PPA HQ	25,085	18,968	315,408
Canon iR-ADV 8585	PPA HQ	110,360	119,695	745,565
HP LaserJet 1020	PPA HQ	1,150	4,941	71,033
HP LaserJet 1020	PPA HQ	1,000	1,000	51,038
HP LaserJet 1020	PPA HQ	300	300	63,485
HP LaserJet 1022	PPA HQ	300	300	5,334
HP LaserJet 1320	PPA HQ	1,000	1,000	45,214
HP LaserJet 2420	PPA HQ	500	500	101,371
HP LaserJet 4050	TLD	1,196	1,755	447,766
HP LaserJet 4100	TLD	2,322	2,069	279,969
HP LaserJet 4200	Lot 1	15,612	14,598	592,502
HP LaserJet 4200	PPA HQ	117	389	571,592
HP LaserJet 4250	Airport	10,079	4,066	573,413
HP LaserJet 4250	Lot 6	13,284	12,163	1,134,105
HP LaserJet 4250	Lot 7	4,865	4,851	137,043
HP LaserJet 4250	Lot 7	724	597	33,948
HP LaserJet 4250	TLD	2,765	4,265	129,638
HP LaserJet 4250	TLD	5,185	7,349	263,300
HP LaserJet 4250	TLD	1,754	3,538	177,171
HP LaserJet 4250	TLD	2,320	2,043	390,610
HP LaserJet 600 M602	BAA	24,517	21,101	407,555
HP LaserJet 600 M602	BAA	24,514	22,166	458,975
HP LaserJet 600 M602	Lot 6	44,820	40,591	772,562
HP LaserJet 600 M602	Lot 7	3,648	5,538	52,810
HP LaserJet 600 M602	LTB Building	268	5,092	21,113
HP LaserJet 600 M602	Police Lot	1,052	3,197	30,397
HP LaserJet 600 M602	PPA HQ	4,121	5,563	77,166
HP LaserJet 600 M602	PPA HQ	3,528	8,755	115,782
HP LaserJet 600 M602	PPA HQ	41,192	47,719	660,765
HP LaserJet 600 M602	PPA HQ	9,481	10,189	134,039
HP LaserJet 600 M602	PPA HQ	3,401	3,491	54,411
HP LaserJet 600 M602	PPA HQ	18,497	31,785	272,894
HP LaserJet 600 M602	PPA HQ	16,158	19,020	255,987
HP LaserJet Enterprise M506**	PPA HQ	3,673	4,135	1,715
HP LaserJet M401dne	BAA	4,999	3,348	35,270
HP LaserJet M401dne	BAA	3,484	4,313	49,299
HP LaserJet M401dne	BAA	737	535	5,539
HP LaserJet M402dne**	PPA HQ	2,500	2,500	10,336
HP LaserJet M607**	PPA HQ	3,286	3,727	6,837
HP LaserJet M607	PPA HQ	New Device	Not Available	Not Available
HP LaserJet P1505n	Lot 6	774	5,116	69,119
HP LaserJet P2030 Series	8th & Filbert Garage	1,000	1,000	46,587
HP LaserJet P2035	BAA	6,938	5,505	81,589

Model	Location	Latest Invoice Usage	Average Quarterly Usage	1/23/18 Total Page Count
HP LaserJet P2035	BAA	5,088	4,538	97,609
HP LaserJet P2035	BAA	4,848	4,587	89,166
HP LaserJet P2035	BAA	17,178	17,872	341,868
HP LaserJet P2035	BAA	5,303	5,407	80,851
HP LaserJet P2035	BAA	4,869	3,783	102,216
HP LaserJet P2035	BAA	3,725	1,952	15,941
HP LaserJet P2035	BAA	6,672	6,588	142,460
HP LaserJet P2035	BAA	3,138	3,575	101,878
HP LaserJet P2035	BAA	3,612	3,720	72,860
HP LaserJet P2035	PPA HQ	600	600	3,200
HP LaserJet P2035N	BAA	8,187	5,958	52,252
HP LaserJet P2055dn	BAA	2,616	2,649	76,203
HP LaserJet P2055dn	BAA	4,576	4,935	61,421
HP LaserJet P2055dn	BAA	1,282	291	27,782
HP LaserJet P2055dn	BAA	3,127	2,919	156,195
HP LaserJet P2055dn	BAA	660	2,743	32,656
HP LaserJet P2055dn	Lot 7	952	863	18,185
HP LaserJet P2055dn	PPA HQ	4,179	3,779	149,499
HP LaserJet P3010 Series	Lot 1	59,851	64,766	1,454,889
HP LaserJet P3010 Series	Lot 1	23,720	18,555	501,320
HP LaserJet P3010 Series	Lot 4	7,034	6,664	115,659
HP LaserJet P3010 Series	Lot 6	42,326	31,381	527,134
HP LaserJet P3010 Series	Lot 7	42,447	45,151	695,754
HP LaserJet P3010 Series	PPA HQ	951	2,420	73,129
HP LaserJet P4015	PPA HQ	11,492	10,416	303,621
HP LaserJet P4015	PPA HQ	6,631	7,300	445,545
HP LaserJet P4015	PPA HQ	11,944	9,629	276,454
HP LaserJet P4015	PPA HQ	4,923	5,683	162,302
HP LaserJet P4515	BAA	8,393	6,031	323,556
HP LaserJet P4515	PPA HQ	34,460	24,371	935,170
HP LaserJet P4515	TLD	2,350	3,380	74,848
Ricoh 2045	Lot 7	2,364	2,721	806,366
Ricoh MP 171	Airport	1,182	1,109	43,009
Ricoh MP 4500A	TLD	3,685	8,070	243,231
Ricoh MP 5000B	Airport	25,902	28,352	554,986
Ricoh MP 5000B	TLD	5,568	11,008	471,092
Ricoh MP 5000B	PPA HQ	18,795	37,442	708,858
Ricoh MP 5001	Lot 7	16,900	17,647	362,334
Ricoh MP 5001	PPA HQ	26,390	30,528	663,256
Ricoh MP 5001	PPA HQ	57,273	54,403	838,819
Ricoh MP 5002	Airport	5,120	9,746	232,991
Ricoh MP 5002	TLD	15,235	17,221	391,847
Ricoh MP 6001	Lot 1	46,671	42,167	990,139
Ricoh MP 6001	PPA HQ	42,107	60,487	1,050,397
Ricoh MP 6002	Airport	12,398	20,237	387,096
Ricoh MP 6002	PPA HQ	83,869	83,061	1,489,879
Ricoh MP 6002SP	PPA HQ	28,437	37,077	478,900
Ricoh MP 6002SP**	BAA	38,545	36,408	-

Model	Location	Latest Invoice Usage	Average Quarterly Usage	1/23/18 Total Page Count
Ricoh MP 6002SP**	BAA	51,038	39,950	-
Ricoh MP 7502SP	TLD	39,830	49,011	680,843
Ricoh MP 8001	PPA HQ	17,212	20,748	677,232
Ricoh MP 9000	PPA HQ	40,406	55,289	2,688,883
Savin 920	Independence Mall Garage	3,122	3,331	38,489
Savin 920	Jefferson Garage	2,868	4,510	47,717
Savin 920	Lot 6	19,991	25,078	246,758
Savin 920	Olde City Garage	5,766	6,607	23,437
Savin 920	8th & Filbert Garage	2,710	3,129	45,523
Savin 920	Lot 1	16,571	12,040	148,008
Savin 920	Airport	269	860	12,117
Savin 920	Gallery Garage	4,847	5,610	71,369
Savin 920	Lot 7	27,646	25,770	296,457
Savin 920	Family Court Garage	1,453	3,121	34,306
Savin 920	Lot 4	9,247	13,752	84,700
Savin 920	Lot 6	24,578	26,407	281,231
Savin 920	Lot 7	12,016	1,415	18,970
Savin 920	Lot 4	2,996	2,911	30,835
Ricoh MP 501**	PPA HQ	7,796	13,065	10

Color Devices						
Model	Location	Latest Invoice B&W Usage	Latest Invoice Color Usage	Average Quarterly B&W Usage	1/23/18 B&W Total Page Count	1/23/18 Color Total Page Count
Aficio SP C232DN	Lot 1	29	569	125	37,686	40,387
Canon iPF760	PPA HQ	-	-	n/a	n/a	n/a
Canon iR-ADV C9280	PPA HQ	60,336	35,328	50,835	826,980	420,051
HP Color LaserJet 3600	PPA HQ	59	4,004	51	9,800	265,321
HP Color LaserJet 400 M451dn	Lot 7	47	399	235	1,804	4,983
HP Color LaserJet 5550	PPA HQ	1,955	3,605	1,270	60,953	127,359
HP Color LaserJet CP1215	PPA HQ	1,000	500	1,000	10,841	8,579
HP Color LaserJet CP4525	Airport	501	1,831	747	13,647	59,050
HP Color LaserJet M651	PPA HQ	4,933	11,670	4,443	52,813	108,377
HP Color LaserJet M651	PPA HQ	4,119	5,459	2,946	10,856	24,421
HP Color LaserJet M653**	PPA HQ	140	12,547	1,223	3,786	9,801
HP LaserJet 500 Color M551	TLD	1,063	2,812	3,014	11,019	31,189
HP LaserJet 500 Color M551	TLD	47	1,078	83	583	12,987
Ricoh MP C2003	PPA HQ	1,830	1,269	2,783	29,806	33,377

Notes

**New Machine - Usage estimated based on machine that was previously there

Appendix E
Location List

PPA HQ – 701 Market Street, Suite 5400, Philadelphia, PA 19106

Airport – 1 Main Toll Plaza, Philadelphia International Airport, Philadelphia PA, 19153

BAA – 901 Filbert Street, Philadelphia, PA 19107

RPP – 35 North 8th Street, Philadelphia, PA 19106

TLD – 2415 S. Swanson Street, Philadelphia, PA 19148

Lot 1 – 2501 Weccacoe Ave, Philadelphia, PA 19148

Lot 4 – 3201 N. Delaware Avenue, Philadelphia, PA 19134

Lot 6 – 4601 Bath Street, Philadelphia, PA 19137

Lot 7 – 6801 Essington Avenue, Philadelphia, PA 19153

MSE Garage – Market Street East, 44 North 9th Street, Philadelphia, PA 19107

Olde City Garage – 2nd & Sansom Streets, 125 South 2nd Street, Philadelphia, PA 19106

Jefferson Garage – 10th & Ludlow Streets, 14-18 South 10th Street, Philadelphia, PA 19107

Independence Mall Garage – 5th & Market Streets, 41 North 6th Street, Philadelphia, PA 19106

Family Court Garage – 1503-11 Arch Street, Philadelphia, PA 19102

8th and Filbert Garage – 801 Filbert Street, Philadelphia, PA 19107

LTB – Land Title Building, 100 South Broad Street, Philadelphia, PA 19110

Police Lot – 7992 Penrose Ferry Road, Philadelphia, PA 19153

Auctions Trailer at 2535 S. Swanson Street, Philadelphia, PA 19148