

# REQUEST FOR PROPOSALS FOR

## Cash and Coin Counting System

RFP No. 21-16

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**PART I**

**GENERAL INFORMATION TO OFFERORS**

| <b>SUMMARY</b>                        |  |
|---------------------------------------|--|
| <b>When:</b>                          | Proposals must be submitted by Friday, January 7, 2022 no later than 2:00 PM.  |
| <b>Where:</b>                         | Philadelphia Parking Authority<br>Attention: Mary Wheeler, Director of Procurement<br>701 Market Street, Suite 5400<br>Philadelphia, PA 19106  |
| <b>How:</b>                           | Proposals must be delivered by emailing one pdf file that is password protected to Mary Wheeler, <a href="mailto:mwheeler@philapark.org">mwheeler@philapark.org</a> or in a sealed package delivered via mail, certified mail, return receipt requested (to include commercial delivery services) or by hand-delivery no later than Friday, January 7, 2022 at 2:00 PM. The subject line of the e-mail must be "RFP No. 21-16 Cash and Coin Counting System". If proposal is delivered via email a hard copy will also be required and will be accepted after the due date as long as the proposal is received via email prior to January 7, 2022.   |
| <b>Mandatory Pre-Proposal Meeting</b> | <p>A mandatory virtual Pre-Proposal Meeting will be on Friday, December 3, 2021 at 11:00 AM via GoToMeeting. See in formation below:</p> <p><b>Please join my meeting from your computer, tablet or smartphone.</b><br/><a href="https://global.gotomeeting.com/join/763758101">https://global.gotomeeting.com/join/763758101</a></p> <p><b>You can also dial in using your phone.</b><br/>United States: <a href="tel:+13127573117">+1 (312) 757-3117</a></p> <p><b>Access Code:</b> 763-758-101</p> <p>New to GoToMeeting? Get the app now and be ready when your first meeting starts:<br/><a href="https://global.gotomeeting.com/install/763758101">https://global.gotomeeting.com/install/763758101</a></p> <p>Offerors must be in attendance at this meeting to be considered an eligible Offeror.</p> <p><b>Prospective Offerors who are having technical difficulties attending the meeting should contact Shannon Stewart for assistance, 215.837.9025.</b></p> <p>Please complete <a href="#">Offeror Registration Form</a> the prior to the meeting.</p> |

### **I-1. Introduction.**

This Request for Proposals (“RFP”) is being issued by the Philadelphia Parking Authority, (“Authority”), a body corporate and politic created under the laws of the Commonwealth of Pennsylvania in accordance with the Act of June 19, 2001, P.L. 287, No. 22, 53 Pd. C.S. § 5501 et seq. as amended, known as the “Parking Authority Law”. The Authority seeks to procure hardware and software to support a cash and coin counting system along with associated services under a five year contract with five (5) one-year renewals. As a Request for Proposals, this is not an invitation to bid and although price is important, other pertinent factors will be taken into consideration.

### **I-2. Mission Statement.**

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

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

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

### **I-3. Procurement Questions.**

Prospective Offerors are encouraged to submit questions concerning the RFP in writing no later than Friday, December 17, 2021 at 2:00 PM. Questions concerning this RFP are to be submitted via email to Mary Wheeler at [mwheeler@philapark.org](mailto:mwheeler@philapark.org) with “RFP No. 21-16 Cash and Coin Counting System” 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 Work Statement or of the solicitation.

### **I-4. Clarification of Instructions.**

Should the prospective Offeror find a discrepancy in or an omission from the Work Statement or any part of this RFP, or should he or she be in doubt as to the meaning of any term contained therein, the Offeror shall notify Mary Wheeler, Director of Procurement via email at [mwheeler@philapark.org](mailto: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](http://www.philapark.org).

#### **I-5. Restrictions 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 by an Offeror may result in the Authority rejecting the offending Offeror's proposal. If the Authority later discovers that the Offeror has engaged in any violations of this condition, the Authority may reject the offending Offeror's proposal or rescind 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.**

Proposals must be delivered by emailing one pdf file that is password protected to Mary Wheeler, [mwheeler@philapark.org](mailto:mwheeler@philapark.org) by Friday, January 7, 2022 no later than 2:00 PM. The subject line of the e-mail must be "RFP No. 21-16 Cash and Coin Counting System". A hard copy will also be required and will be accepted after the due date as long as the proposal is received via email prior to Friday, January 7, 2022. Each Offeror shall submit to the Authority the information and forms required, which forms and information shall become the property of the Authority and will not be returned to Offerors, unless a written request to withdraw is received prior to the opening of proposals. Failure to attach documents required for submittal at the time of submittal will result in the offer being rejected.

#### **I-7. Small and Small Diverse Business Requirements.**

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

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

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

#### **I-8. Signatures Required.**

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

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

1. The Non-Collusion Affidavit is material to any contract awarded through a public solicitation.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the 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 and attach an Affidavit in compliance with these instructions will result in disqualification of the proposal.

**I-10. Insurance Requirements.**

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

**I-11. Executed Contract Required.**

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

**I-12. Contract Negotiation.**

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

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

**I-13. Business Licenses:**

The proposal should include the Offeror's Philadelphia Commercial Activity License (formerly Business Privilege License) number and the Offeror's Federal Tax ID number if the Offeror is seeking representation of the Authority in Philadelphia. If the Offeror does not currently have a Philadelphia Commercial Activity License, it must obtain one no later than five business days after the Board awards the contract. If the 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.**

All subcontractors will be subject to approval by the Authority. Prior to engaging any subcontractor, the successful Offeror(s) will be required to furnish the corporate or company name and the names of the officers and principals of all subcontractors.

Notwithstanding any such approval by the Authority, the successful Offeror(s) shall itself be solely responsible for the performance of all work, and for compliance with the price and other terms provided in the contract. The successful Offeror(s) shall cause the appropriate provisions of its proposal and the contract to be inserted in all subcontracts.

The Authority's consent to or approval of any subcontract or subcontractor proposed by a successful Offeror(s) shall not create or purport to create any obligation of the Authority to any such subcontractor, or any form of contractual relationship between the Authority and the subcontractor.

**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 Transmittal 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 his designee.

**I-19. Document Disclosure.**

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

**I-21. Shipping and Delivery.**

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

## 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 - References
- Tab D - Proposal Form
- Tab E - Technical Response
- Tab F - Insurance Requirements
- Tab G - Proposed Amendments to Contract
- Tab H - Financial Statements

#### **II-2. Transmittal Letter (Tab A).**

Offerors shall submit a cover letter, signed by an authorized principal or agent of the company, which provides an overview of the Offeror's proposal, as well as the name, title, email address and phone number of the person to whom the Authority may direct questions concerning the proposal. 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 experience providing the goods and services as described in the Work Statement. Offeror must have a minimum of three (3) years of experience.

#### **II-4. References (Tab C).**

A minimum of three (3) references, to whom similar services were provided within the last three (3) years. The references must include the name of the organization, address, email address, telephone number, individual contact person, the dates services were performed and a description of the services provided.

#### **II-5. Proposal Form (Tab D).**

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.

#### **II-6. Technical Response - (Tab E).**

Provide a detailed explanation of the Offeror's ability to provide the goods and services detailed in the Work Statement. Describe the hardware, software, installation and training services that will be provided.



**II-7. Insurance Requirements (Tab F).**

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

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

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

**II-9. Financial Statements (Tab H).**

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

The Authority will maintain the confidentiality of financial information submitted by an Offeror. That information will be reviewed by professionals in the Authority's Finance Department and will not otherwise be released, disseminate, or shared with any third party absent legal mandate and advanced notice to the Offeror.

Financial information submitted in response to an IFB or RFP is generally exempt from disclosure under Pennsylvania's Right to Know Law. 65 P.S. § 67.708(b)(26). The Authority will not sign non-disclosure agreements related to a Offeror's financial information. A Proposal submitted without the required financial information will be considered non-responsive.

Provide a summary and the status of any current or ongoing legal actions, suits, proceedings, claims or investigations pending with any governmental agency with which the Offeror has had or currently has a contractual relationship. The existence of any such pending actions, suits, proceedings, claims or investigations may be a factor considered by the Authority in determining which Offeror should be awarded that contract but will not automatically disqualify the Offeror from consideration. Should there be no legal actions, suits, proceedings, claims or investigations pending with any governmental agency with which the Offeror has had or currently has a contractual relationship, a statement to that effect will be included.

## PART III

### CRITERIA FOR SELECTION

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

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

**III-3. Proposal Evaluation.** Proposals will be reviewed, evaluated and rated by an Evaluation Committee consisting of Authority employees. The 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 demonstrate the functionality of the System for the Evaluation Committee.

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

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

- a. Responsiveness of the proposal to the submission requirements set forth in the RFP. **Weight: 5%**
- b. Qualification and experience of the Offeror with regard to the Work Statement outlined in the RFP. The technical ability and capacity of the Offeror to meet the terms of the contract as evidenced by technical response, reference feedback, financial capacity and past performance. **Weight: 30%**
- c. Functionality and performance of the System **Weight: 25%**
- d. Proposed fees, costs, and changes to the proposed contract although the Authority is not bound to select the Offeror who proposes the lowest fees. **Weight: 30%**
- e. Small and Small Diverse Business participation. **Weight: 10%**

# PART IV

## WORK STATEMENT

### IV-1. Objectives

**A. General.** The Philadelphia Parking Authority is soliciting written proposals from qualified contractors to upgrade and replace our existing coin and cash counting system (“System”). The new System will consist of hardware, counting/auditing software, installation, and support services. The Authority will consider options to either purchase the System or lease the System. The System must incorporate coin and bill processing technology and advanced electronic control designed for high volume, high speed and accurate cash and coin counting. Although specific equipment is detailed below, the Authority will consider proposals that include alternative, innovative solutions.

**B. Specific.** The Meter Department currently runs two coin counting lines with two coin sorters and one lift and two bill counting lines with two 5 pocket bill counters with auditing software. The System will be located in the sub-basement of the Authority’s Headquarters located at 701 Market Street, Suite 5400, Philadelphia, PA 19106.

#### 1. Desired Equipment:

- (1) Coin handling conveyer belt
- (2) Coin sorters
- (1) 2 Pocket bill counter
- Counting/Auditing software
  - i. Software must count revenue separated by customized groups.
  - ii. Software to be accessible remotely at authorized Authority desktops.
  - iii. Describe the System’s ability to integrate with the Authority’s kiosk backend system which is currently managed through Flowbird.
- Describe the performance specifications of the equipment being offered.

#### 2. Installation and Training:

- Contractor will install coin and bill counting lines.
- Contractor will install auditing software.
- Detail a training plan for up to five (5) Authority employees to include the estimated number of hours needed.

#### 3. Warranty:

- A five (5) year warranty must be included in the proposal.
- Pricing must be provided for maintenance for years 6-10.
- Describe in detail the provisions of the warranty and maintenance that is being offered regarding hardware, software and firmware.
- Identify the source of replacement parts and any parts that the Authority should keep on hand.
- Parts must be stocked locally and delivered within 24 hours of receipt of an order.

#### **4. Information Technology Considerations:**

- Identify whether the server that will be used is on premises or in the cloud (preferred).
- Identify whether the proposed System includes sensors.
- Identify any connection or internet-based challenges that the System will have due to the sub-basement location.
- Identify any hardware that would need to be provided by the Authority.

## 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 G)** in order to be considered.

Exceptions or requested changes to the sample contract will be considered a part of the response. Exceptions or requested changes to the sample contract should be made with great care, because the number of changes made or the need for subsequent negotiations will factor into the scoring of the proposal.

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

**V-2. Contract Term.** The term of the contract shall commence upon award of a contract by the Authority's Board at a public meeting and execution of a contract by the Executive Director and shall end five (5) years after with the option of five (5) one-year renewals at the sole discretion of the Authority.

Appendix A  
Proposal Form

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

**CASH AND COIN COUNTING SYSTEM  
RFP No. 21-16**

**PROPOSAL FORM**

1. The undersigned submits this proposal in response to the above referenced **RFP No. 21-16 Cash and Coin Counting System**, being familiar with and understanding the advertised notice of opportunity, General Information, Work Statement, Proposal Form, Affidavit of Non-Collusion, and Addenda if any (the “Proposal Documents”), as prepared by the Philadelphia Parking Authority and posted on the Authority’s Internet website and on file in the office of the Authority at 701 Market Street, Suite 5400, Philadelphia, PA 19106. The party submitting a proposal is the “Offeror”.
2. The Authority reserves the right to withdraw and cancel this RFP prior to opening or to reject any and all proposals after proposals are opened if in the best interest of the Authority, in the Authority’s sole discretion. If the Authority accepts Offeror’s offer, Offeror agrees to execute a contract memorializing the proposal’s terms if the contract is delivered to Offeror within 60 days of the proposal opening date. This provision will not be interpreted to preclude the execution of a contract related to this proposal outside of that 60 day period.
3. Offeror acknowledges receipt of the following addenda:

| Addendum | Date  |
|----------|-------|
| _____    | _____ |
| _____    | _____ |
| _____    | _____ |

4. **Contract Term.** The term of the contract shall commence upon award of a contract by the Authority’s Board at a public meeting and execution of a contract by the Executive Director and shall end five (5) years after with the option of five (5) one-year renewals at the sole discretion of the Authority.

5. Cost Proposal:

a. Hardware

| Description | Unit Cost | Quantity | Extended Cost |
|-------------|-----------|----------|---------------|
|             |           |          |               |
|             |           |          |               |
|             |           |          |               |
|             |           |          |               |
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|             |           |          |               |

b. Software – Identify all software costs to include license fees, maintenance and renewal fees.

c. Installation Cost for System: \_\_\_\_\_

d. Warranty and Maintenance

|          | Cost |
|----------|------|
| Year 1-5 |      |
| Year 6   |      |
| Year 7   |      |
| Year 8   |      |
| Year 9   |      |
| Year 10  |      |

e. Training cost per hour: \_\_\_\_\_



f. **Parts List – Identify the cost of any parts needed to maintain the system.**

| <b>PART NUMBER AND DESCRIPTION</b> | <b>UNIT COST</b> |
|------------------------------------|------------------|
|                                    |                  |
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6. **Requirement Statement:** The undersigned Offeror agrees to provide a **cash and coin counting system and support services** as specified in the Work Statement, any Addenda, if issued and the response submitted.

---

Signature

---

Name  
(Please Print)

---

Title

---

Date

**7. Offeror Signatures: Complete one section below.**

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

---

Signature

---

Typed or Printed Name

---

Title

---

Business Name of Offeror

---

Street Address

---

City/State/ZIP Code

---

Telephone Number

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Signature

---

Typed or Printed Name

---

Title

---

Date

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

---

Authorized Signature

---

Typed or Printed Name

---

Title

---

Date

---

Business Name of Offeror

---

Street Address

---

City/State/ ZIP Code

---

Telephone Number

---

Type of Entity

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

State of: \_\_\_\_\_  
County of: \_\_\_\_\_

RFP No. \_\_\_\_\_

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

I state that:

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

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

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

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

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

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

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_ DAY  
OF 20\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**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:** \_\_\_\_\_

# Philadelphia Parking Authority

## SMALL AND 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. 21-16 Cash and Coin Counting System

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 Proposal
- We do not offer this product or service
- Our schedule would not permit us to perform
- Unable to complete 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:

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Upon completion of this form, please email the form to Mary Wheeler, Director of Procurement at [mwheeler@philapark.org](mailto:mwheeler@philapark.org).

Appendix B  
Sample Contract



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

---

Contract No. K-21-0043

**THIS AGREEMENT** effective as of this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between **The Philadelphia Parking Authority**, an agency of the Commonwealth of Pennsylvania and a body corporate and politic, with its principal address at 701 Market Street, Suite 5400, Philadelphia, PA 19106 (the "**Authority**") and \_\_\_\_\_, a \_\_\_\_\_, with its registered address at \_\_\_\_\_ ("**Contractor**").

**WITNESSETH:**

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

**WHEREAS**, the Authority's requires a safe and secure method of efficiently handling currency that is a necessary function of its operations;

**WHEREAS**, the Authority, in the public interest and in an effort to establish a secure environment and ensure fiscal responsibility, desires to install and upgrade a cash and coin counting system ("System"), subject to the terms and conditions set forth herein;

**WHEREAS**, in order to procure such services, the Authority issued a Request for Proposals No. 21-16 "Cash and Coin Counting System 2021" on \_\_\_\_\_, 2021 ("RFP"), attached hereto, marked as Exhibit "B";

**WHEREAS**, Contractor submitted a conforming Proposal to the RFP ("Proposal") on \_\_\_\_\_, 2021 and is in the business of providing the desired System, attached hereto, marked as Exhibit "C";

**WHEREAS**, after due consideration and deliberation within the Authority, Contractor was selected to provide armored car services 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 Contractor hereby agrees to perform the following services as it relates to the System ("Services"):

A. To provide a cloud based System at the Authority's address listed above consistent with the quality and pricing detailed in this Agreement, the RFP, and the Proposal in the most cost effective manner utilizing personnel at the level of competence required relative to the nature of the work, and to follow all applicable federal, state, or local laws;

B. To provide all hardware, software and firmware required for the optimal functioning of the System, while ensuring the System is fully integrated with the Authority's kiosk backend system at all times;

C. To provide a five (5) year warranty on the System which shall include all parts and labor regardless of the location at which any repair is performed, consistent with that contained in the Proposal.

D. To provide a minimum of \_\_\_\_\_ hours of on-site site and web-based training to Authority employees, on the use, operation and routine maintenance of System. The method and timing of the training shall be at the Authority's discretion, but shall occur no later than one week after the installation of the System.

E. To, using a dedicated senior level staff member, coordinate the fulfillment of this Agreement with the Authority's Project Manager, Brendon Crowther, who may be reached at 267-858-9870 or by e-mail at BCrowther@philapark.org. Contractor shall notify the Authority in writing prior to a change in personnel overseeing the Authority's account and the Services provided pursuant to this Agreement. The parties hereby agree that only the Authority's Board or Executive Director may consent to any alteration or amendment to this Agreement, and in each such case in writing;

G. To provide all Services to the Authority as directed by its Project Manager.

## **2. TERM**

The term of this Agreement shall commence on the date first written above and shall end five (5) years thereafter automatically and without notice, unless terminated prior pursuant to the terms of this Agreement. This Agreement may be renewed, at the Authority's sole discretion, for five (5) one-year terms, subject to the provisions outlined herein.

## **3. CONSIDERATION AND PAYMENT**

A. For the performance of Services described herein, the Authority agrees to pay, and Contractor agrees to accept, the pricing as detailed in Contractor's Proposal, attached hereto as Exhibit C ("Fixed Fee"). Contractor agrees to accept such amounts resulting from the Services performed as the sole and full compensation for such Services.

B. Reserved.

C. Reserved.

D. The Contractor will invoice the Authority monthly for Services as provided in this Agreement in a form acceptable to the Authority. All invoices must be forwarded to the Project Manager via email at [BCrowther@philapark.org](mailto:BCrowther@philapark.org) with a copy to *Accounts Payable* at the Authority's address provided above. The invoice shall include a description of any credit due to the Authority for hardware upgrades, lease buyouts if applicable or liquidated damages assessed pursuant to Section 5 of this Agreement. At no time will Contractor include penalties of any kind, including but not limited to late fees or interest fees, in any invoice.

E. At no time will Contractor be reimbursed for any administrative or overhead costs incurred by Contractor in fulfilling the terms of this agreement, including, but not limited to, any time, fees or expenses associated with Contractor's travel, fuel, lodging, food, or photocopying in connection with Contractor's Services without the advanced written approval of the Project Manager.

## **THIS SECTION MAY BE MODIFIED UPON REVIEW OF THE PROPOSALS**

### **4. TERMS OF DELIVERY**

A. Contractor shall deliver the System within ten (60) business days upon receipt of a notice to proceed issued by the Authority. The System shall be delivered to the Authority at its address listed above. Failure by Contractor to Deliver the System covered by this Agreement within the time specified may, at the Authority's sole discretion, constitute a breach of this Agreement and will release the Authority from any and all liabilities or obligations hereunder.

B. Upon Delivery, the System will be inspected by the Authority to assure adherence to the specifications detailed in the RFP and the Proposal and the overall functioning of the System. In the event that the System fails to meet any of the specifications, Contractor shall take adequate remedial action as to the non-conforming System within five (10) calendar days of rejection by the Authority, or the Delivery of the non-conforming System in the first or any subsequent instance, may be deemed, at the Authority's sole discretion, a breach of this Agreement by Contractor and will release the Authority from any and all liabilities or obligations associated with this Agreement.

C. For purposes of this Agreement, "Delivery" means the normal business day of the Authority upon which the System is fully installed and the System is inspected by the Authority.

D. The Authority will have five (30) business days from the Delivery date to inspect/test the System.

E. If applicable, at least thirty (30) days prior to the expiration of this Agreement, Contractor shall provide written instructions to the Authority detailing the method by which any leased components of the System shall be returned to Contractor.

### **5. LIQUIDATED DAMAGES**

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

be liable for, and the Authority will be entitled to recover, liquidated damages in the amount of twenty percent of the Fixed Fee. Thereafter, Contractor will be liable for, and the Authority will be entitled to recover, liquidated damages in the amount of ten (10) percent of the Fixed Fee for every five (5) days that the System fails to meet the Terms of Delivery as outlined in Section 4 of this Agreement. The parties hereby agree and acknowledge that calculation of the damages from a breach would be difficult to estimate accurately and that the foregoing dollar amount is a reasonable approximation thereof and is intended as the fair allocation and liquidation of damages.

B. If any part of the System malfunctions for more than twenty-four (24) consecutive hours or is inoperable for more than twenty-four (24) consecutive hours, Contractor will provide a credit in the amount of \$1,000.00 to the Authority's account for each instance in which any part of the System malfunctions for more than twenty-four (24) consecutive hours or is inoperable for more than twenty-four (24) consecutive hours. In no event shall the credit to the Authority exceed \$1,000.00 total per day.

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

## **THIS SECTION MAY BE MODIFIED UPON REVIEW OF THE PROPOSALS**

### **6. REPRESENTATIONS AND WARRANTIES**

A. Functional Warranty. Contractor warrants, represents and covenants that the System shall operate as intended and detailed in Contractor's warranty provided to the Authority and as an integrated System, at no additional cost to the Authority. Contractor shall provide, at no additional cost to the Authority, any and all software upgrades necessary to ensure the optimal functioning of the System. In the event the System does not operate as intended and detailed in Contractor's warranty and/or as an integrated system and provided that the System is used as authorized, contemplated or intended, Contractor shall immediately resolve the problem at its sole expense. The foregoing warranty shall not apply in any instance where a System deficiency was caused by the negligence, abuse or neglect by the Authority or use by the Authority in a manner not authorized, contemplated or intended.

B. No "Time Bombs" or "Open Source" Warranty. Contractor warrants, represents and covenants that the System shall be free from all devices such as "back-doors," "time bombs" or any other similar feature which may be activated by Contractor or any other third party so as to disable the System, in part or in whole, or otherwise interfere with the Authority's computer systems or any other computer system to which the System may be connected. The System shall also be free of open source software.

C. Reserved.

D. Hardware Warranties. Contractor warrants, represents and covenants that any hardware required for the System (“Hardware”) shall: (a) be new; (b) conform to all the requirements and specifications of this Agreement; (c) be free of defects in design, materials and workmanship; (d) be suitable for the purpose intended; and (e) be merchantable and of good quality. Contractor further warrants, represents and covenants that each item of Hardware shall operate correctly and as intended. During the life of the warranty, Contractor shall repair or replace at its sole cost and expense, within two (2) business days of reporting by the Authority any Hardware that fails to comply with the foregoing warranty. The foregoing warranty shall not apply in any instance where a deficiency in the Hardware was caused by the negligence, abuse or neglect by the Authority or use by the Authority in a manner not authorized, contemplated or intended.

E. Warranty of Non-Infringement. Contractor warrants, represents and covenants that, to its knowledge, the System, Contractor services and the services provided by its subcontractor(s), if any, will not violate or in any way infringe upon the rights of third parties, including, but not limited to third-party proprietary, contractual, employment, trade secrets, proprietary information, and nondisclosure rights or other rights, or any trademark, copyright or patent rights.

F. Right to Enter Agreement. Contractor represents and warrants that it has the right to enter into this Agreement, to perform all of its obligations hereunder and grant the rights granted herein.

G. No Restrictions Warranty. Contractor represents and warrants that it is not a party to any restrictions, agreements or understandings whatsoever which would prevent or make unlawful its acceptance of the terms set forth in this Agreement or its performance hereunder. Contractor further warrants, represents and covenants that its acceptance of the terms of this Agreement and the performance of its obligations hereunder does not and will not (with the passage of time) conflict with or constitute a breach or default of any contract, agreement or understanding, oral or written, to which it is a party or by which it is bound.

H. Operational Reliability Warranty. Contractor represents and warrants that the System shall meet the reliability criteria set forth in this Agreement from installation to the end date of any applicable warranty supplied by Contractor to the Authority.

J. No Liens, Encumbrances or Security Interests. Except as otherwise may be permitted under this Agreement, Contractor represents and warrants that the System, including all Hardware and Software, shall be free of any liens, security interests and encumbrances.

K. Warranties/Remedies Cumulative. Each warranty set forth herein shall be cumulative and shall in no way limit any other warranty, whether express or implied. The Authority shall be entitled to any remedy expressly set forth herein as well as any other remedy available in law or equity.

**THIS SECTION MAY BE MODIFIED UPON REVIEW OF THE PROPOSALS**

## 7. CONFIDENTIALITY

A. Confidentiality of Proprietary Information. Each party shall maintain all information which may be disclosed under or in connection with this Agreement, including but not limited to proprietary information concerning it and its affiliates, its products, and employee information, documentation, services, information derived from the use of the System, or processes, whether transmitted or conveyed orally, in writing, in the form of drawings, or whether perceived or observed by the other party prior to or during the term of the Agreement, as the strictly secret and confidential proprietary information of the disclosing party ("Proprietary Information"). Each party shall take all steps to protect and to not disclose the other party's Proprietary Information except in confidence and as otherwise required to complete the Services pursuant to this Agreement or use the System. Contractor agrees that it will not use or disclose the Authority's name, trade name, or other proprietary designation, except as necessary to perform its obligations to or on behalf of the Authority, without the Authority's prior written consent. Each party further agrees:

- (1) not to make any use whatsoever of the other party's Proprietary Information, except as required to use the System;
- (2) not to reveal or disclose to any third party the other party's Proprietary Information, except in confidence and as otherwise required to provide Services pursuant to this Agreement;
- (3) that the other party's Proprietary Information submitted in tangible form, such as drawings, sketches, reports and similar items shall be promptly returned to the other party upon termination of this Agreement, except to the extent such Proprietary Information needs to be retained by the Authority in order to use the System; and
- (4) notwithstanding the terms of section 12.A herein, that prior to disclosing any of the other party's Proprietary Information to a third party, the disclosing party shall (i) obtain the prior written consent of the party that owns the Proprietary Information; and (ii) obtain the third party's execution of a confidentiality agreement in form and substance acceptable to the party that owns the Proprietary Information.

## 8. RESERVED

## 9. NO SOLICITATION/CONFLICTS OF INTEREST

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

B. To the best of Contractor's knowledge, no Authority member or officer, and no employee of the Authority has any interest (whether contractual, non-contractual, financial or otherwise) in this transaction or in the business of Contractor. If such transaction comes to the

knowledge of the Contractor at any time, a full and complete disclosure of such information must be made to the Authority.

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

**10. INABILITY OF CONTRACTOR TO PERFORM**

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

**11. TERMINATION FOR CONVENIENCE OF AUTHORITY**

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

**12. GENERAL TERMS AND CONDITIONS**

**A. Right to Know Law Provisions.**

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

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

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

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

3. If the Contractor considers the Requested Information to be exempt from production under the RTKL, the Contractor must notify the Authority and provide, within 5 days of receiving the written notification, a written statement signed by a representative of the Contractor explaining

why the requested material is exempt from public disclosure under the RTKL and identifying the specific provision of the RTKL that renders some or all of the Requested Information exempt from disclosure.

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

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

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

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

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

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

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

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

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



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

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

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

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

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

**H. Press Releases.** Contractor shall obtain the prior written approval of the Authority concerning the content and timing of news releases, articles, brochures, advertisements, speeches and other information releases concerning the work performed or to be performed hereunder by Contractor, its sub-Contractors or employees or Contractors of either. Contractor agrees to give the Authority reasonable advance time for review of any material submitted to the Authority approval.

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

**J. General Indemnity.** Contractor will be responsible for, and will indemnify, defend, and hold harmless the Authority and its Members, officers, employees, attorneys and agents (the "Indemnified Parties") from all claims, liabilities, damages, and costs including reasonable attorneys' fees, for bodily injury (including death and workers compensation claims) and damage to real or tangible personal property arising from or related to the negligence or other tortious acts, errors, and omissions of Contractor, its employees, or its subcontractors while engaged in performing the work of this Agreement or while present on the Authority's premises, and for breach of this Agreement regarding the use or nondisclosure of proprietary and confidential information where it is determined that Contractor is responsible for any use of such information not permitted by this Agreement. This indemnification obligation will not be reduced in any way

by any limitation on the amount or type of damages, compensation, or benefits payable by Contractor or its subcontractors under any employee benefit act including but not limited to Workers' Compensation Acts, Disability Benefits Acts, or other Employee Benefit Act.

**K. Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the matter covered by this Agreement. No other agreement, statement, representation, understanding or promise made by any party or by any employee, officer, or agent or any party, that is not contained in this Agreement, will be binding or valid. Any revisions, additions, and/or modifications of this Agreement must be set forth in writing and signed by all parties.

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

**M. Order of Precedence.** In the event of an inconsistency between provisions of this Agreement, it will 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 Proposal (Exhibit "C") and (4) all other exhibits. It is Contractor's responsibility to study this Agreement and to report at once in writing to the Authority any errors, inconsistencies, discrepancies, omissions or conflicts discovered between any provisions of the Agreement. Any work performed by the Contractor prior to receiving a written response from the Authority with respect to any alleged error, inconsistency, discrepancy, omission or conflict will be at the Contractor's own risk and expense.

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

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

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

**Q. Ownership of Authority Materials.** As between the parties, the Authority will own and retain all right, title and interest in and to all Authority data, records, policies, statements,

advertisements, programs, procedures, files, any and all Authority Provided Resources, such as, documents, or data provided by the Authority, including but not limited to the RFP, and all written summaries, findings and reports, and proposed policies and procedures produced by Contractor pursuant to this Agreement.

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

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

**T. Taxes.**

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

2. As an agency of the Commonwealth of Pennsylvania, and a local government agency, the Authority is exempt from the payment of state and local sales and use and other taxes on material, equipment or other personal property. Contractor agrees that the fees, prices or rates stated in this Agreement (1) do not include any state or local taxes, surcharges or fees on the Authority in connection with this transaction, and (2) do include all other applicable taxes for which Contractor is liable. In the event Contractor's performance under this Agreement creates a tax liability, such taxes, including but not limited to, real estate taxes, school taxes, use & occupancy taxes, and sales taxes will be the sole obligation of Contractor, and Contractor must maintain current accounts as to the payment of such taxes and be liable over to the Authority for any taxes assessed against the Authority as a result of Contractor's performance under this Agreement.

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

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

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

**SIGNATURE PAGE FOLLOWS**

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

**The Philadelphia Parking Authority**

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

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

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

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

Scott A. Petri  
Executive Director

**APPROVED AS TO FORM  
APPROVED AS TO FORM**

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

**Contractor**

Witness: \_\_\_\_\_

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

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

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

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

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

# Appendix C

## Insurance Requirements

THE PHILADELPHIA PARKING AUTHORITY  
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Prior to commencement of the contract and until completion of work, **Vendor** shall, at its sole expense, maintain the following insurance on its own behalf, with an insurance company or companies having an A.M. Best Rating of “A-: Class VII” or better, and furnish to The Philadelphia Parking Authority (PPA) Certificates of Insurance evidencing same. Coverage must be written on an “occurrence” basis (exception – professional and environmental/pollution liability may be written on a “claims-made basis) and shall be maintained without interruption through the entire period of this agreement.

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

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

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

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

- a) Occurrence Form with the following limits:

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

- b) General Aggregate must apply on a Per Location Basis, as applicable.

- c) Owner must be named as additional insured as shown in requirement #7.

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

- a) Coverage to include:

- (1) All Owned, Hired and Non-Owned Vehicles
- (2) Contractual Liability Coverage (including Liability for Employee Injury assumed under a Contract)

- b) Per Accident Combined Single Limit: \$1,000,000

- c) Owner must be named as additional insured as shown in requirement #7.

4. Professional Liability/Technology Errors and Omissions: Coverage for liabilities, punitive damages, and claim expenses arising from errors, omissions, or negligent acts in rendering or failing to render professional services, computer or information technology services and in the provisioning of products in the performance of this contract, including the failure of products to perform the intended function or serve the intended purposes, with limits not less than \$3,000,000. Coverage for violation of software copyright is to be included. Services to be insured include but are not limited: (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing, including outsourcing development and design; (6) system design, consulting, development and modification; (7) training services relating to computer software or hardware; (8) management, repair and maintenance of computer products,

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networks and systems,; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other technology related services provided by the **Vendor**. Claims-made is acceptable.

5. Deductibles or Self-Insured Retentions: **Vendor** is responsible to pay any and all deductibles and/or self-insured retentions that may apply to the required insurance.
6. Financial Rating of Insurance Companies:
  - a) A.M. Best Rating: A – (Excellent) or Higher
  - b) A.M. Best Financial Size Category: Class VII or Higher
7. The Philadelphia Parking Authority, The City of Philadelphia, The Commonwealth of Pennsylvania, and its agents, employees, representatives, officers and directors individually and collectively, shall be added as ADDITIONAL INSURED on the policies as noted above. **Vendor's** coverage shall be primary and noncontributory to any other coverage available to the Philadelphia Parking Authority, including, without limitation, coverage maintained by the Philadelphia Parking Authority wherein the Philadelphia Parking Authority is named insured, and that no act of omission shall invalidate the coverage.
8. It is agreed that **Vendor's** insurance will not be cancelled, materially changed or non-renewed without at least thirty (30) days written notice to The Philadelphia Parking Authority, 701 Market Street, Suite 5400, Philadelphia, PA 19106, by Certified Mail-Return Receipt Requested.
9. Waiver of Rights of Recovery and Waiver of Rights of Subrogation:
  - a) **Vendor** waives all rights of recovery against The Philadelphia Parking Authority and all additional Insureds for loss or damage covered by any of the insurance maintained by **Vendor** pursuant to this Contract.
  - b) **Vendor** and its respective insurance carriers hereby waive all rights of subrogation against The Philadelphia Parking Authority and all additional insureds for loss or damage covered by any of the insurance maintained by **Vendor** Pursuant to this contract.
  - c) If any of the policies of insurance required under this Contract require an endorsement to provide for the waiver of subrogation set forth in (b) above, then the named insured's of such policies will cause them to be endorsed.
10. The amount of insurance provided in the aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of the **Vendor**.
11. Any type of insurance or any increase in limits of liability not described above which the Authority requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
12. The carrying of insurance shall in no way be interpreted as relieving **Vendor** of any responsibility or liability under the contract.
13. Prior to the commencement of work or use of premises, **Vendor** shall file Certificates of Insurance with The Philadelphia Parking Authority, which shall be subject to The Philadelphia Parking Authority's approval of adequacy of protection and the satisfactory character of the insurer. The Certificates of Insurance should be mailed within five days of receipt of these

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insurance requirements to The Philadelphia Parking Authority, 701 Market Street, Suite 5400, Philadelphia, PA 19106, regardless of when your work will start. **Project description, Job Number, OR Contract Number must be shown on the Certificate of Insurance.**

In the event of a failure of **Vendor** to furnish and maintain said insurance and to furnish satisfactory evidence thereof, The Philadelphia Parking Authority shall have the right (but not the obligation) to take out and maintain the same for all parties on behalf of **Vendor** who agrees to furnish all necessary information thereof and to pay the cost thereof to The Philadelphia Parking Authority immediately upon presentation of an invoice.

14. Failure of **Vendor** to obtain and maintain the required insurance shall constitute a breach of contract and **Vendor** will be liable to the Philadelphia Parking Authority for any and all cost, liabilities, damages, and penalties (including attorney's fees, court, and settlement expenses) resulting from such breach, unless the Philadelphia Parking Authority provides **Vendor** with a written waiver of the specific insurance requirement.
15. None of the requirements contained herein as to the types, limits, or PPA's approval of insurance coverage to be maintained by **Vendor** are intended to and shall not in any manner, limit, qualify, or quantify the liabilities and obligations assumed by **Vendor** under the Contract Documents, any other agreement with the PPA, or otherwise provided by law.
16. If work involves subcontractors, **Vendor** shall require all subcontractors (of every tier) to meet the same insurance criteria as required of **Vendor**. The subcontractor's insurance must name the PPA as additional insured. **Vendor** shall maintain each subcontract's certificate of insurance on file and provide such information to the PPA for review upon request.
17. Failure of **Vendor** to provide insurance as herein required or failure of PPA to require evidence of insurance or to notify **Vendor** of any breach by **Vendor** of the requirements of this Section shall not be deemed to be a waiver of any of the terms of the Contract Documents, nor shall they be deemed to be a waiver of the obligation of **Vendor** to defend, indemnify, and hold harmless the indemnified parties as required herein. The obligation to procure and maintain any insurance required is a separate responsibility of **Vendor** and independent of the duty to furnish a copy or certificate of such insurance policies.