

# REQUEST FOR PROPOSALS FOR

## Parking Management Application, Business Intelligence Platform and Customer Support Services

**RFP No. 18-20**

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**PART I**

**GENERAL INFORMATION TO OFFERORS**

**SUMMARY**

**When:**                   **Proposals must be submitted by Friday, January 25, 2019 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 or boxes must display the Offeror’s name and must be boldly and clearly **handwritten** (*not* typewritten) “RFP No. 18-20 Parking Management Application, Business Intelligence Platform and Customer Support Services”. All proposals must be presented with one (1) original and fifteen (15) 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 Wednesday, November 28, 2018 at 2:00 PM. Offerors must attend the pre-proposal meeting to be eligible to participate in this solicitation.

Offerors are permitted to participate via conference call, 215.383.1625, Passcode 139494.

**Anticipated Schedule of Events\***           November 16, 2018 RFP Issued  
**November 28, 2018 at 2:00pm Mandatory Pre-Proposal Meeting**  
 December 14, 2018 at 2:00pm Offeror Questions Due  
 January 4, 2019 by 5:00pm Authority Responses Complete, Addendum Posted  
**January 25, 2019 at 2:00pm Proposals Due**  
 Week of February 19, 2019 Offeror Presentations  
 Late March 2019 Contract Awarded/Notice to Proceed

\*All times and dates are subject to change.

## **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 soliciting written proposals from qualified Offerors for a new Parking Management Application, Business Intelligence Platform and Customer Support Services. Specifically, the Authority intends to:

- A. Replace its existing permit and citation management Application with a new, state-of-the-art enforcement, citation, permit and customer relationship management application (Component A: Parking Management Application),
- B. Procure a robust business intelligence platform that consolidates, synthesizes and displays data from the Authority’s various data sources into a single system (Component B: Business Intelligence Platform), and
- C. Procure contracted customer service support to perform certain functions in support of the Authority as it fulfills its mission (Component C: Customer Service Support).

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 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.

Multiple customer-focused actions flow from the Authority’s mission:

- Improving cooperation and planning with Authority 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 modeling industry best practices,
- Maximizing transparency in hiring and procurement,
- Implementing on-street parking management policies that address neighborhood needs throughout the Authority,
- Encouraging reasonably priced off-street parking through rate setting policies at Authority facilities,
- Maintaining and improving neighborhood parking 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 on Friday, December 14, 2018. Questions concerning this RFP are to be submitted via email to Mary Wheeler at [mwheeler@philapark.org](mailto:mwheeler@philapark.org) with "RFP No. 18-20 Parking Management Application, Business Intelligence Platform, and Customer Support Services" listed in the subject line. Only questions submitted in writing will be addressed. The Authority will answer all questions in writing to all prospective Offerors. Any furnished answers will not be official until they have been verified, in writing, by the Authority. The Authority will not be bound by any verbal information or will it be bound by any written information that is not 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 RFP, or should they be in doubt as to the meaning of any term contained therein, the Offeror may notify Mary Wheeler, Manager of Contract Administration 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 prospective Offeror. 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 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. Offeror 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, January 25, 2019 no later than 2:00 PM**. Each eligible Offeror must submit to the Authority the information and forms required, which

forms, and information will become the property of the Authority and will not be returned to Offeror, unless a written request to withdraw is received prior to the opening of proposals.

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

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

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

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

The proposals *must* be signed in all spaces where signatures are required in the original copy. 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**

- A. The Non-Collusion Affidavit is material to any contract awarded through a public solicitation.
- B. 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.
- C. 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.
- D. 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.
- E. 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 giving a false appearance of competition.

- F. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the proposal.

#### **I-10. 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-11. Business Licenses**

The proposal must include the Offeror's Philadelphia Commercial Activity License (formerly Business Privilege License) number and the Offeror's Federal Tax ID number. If the Offeror does not currently have a Philadelphia Commercial Activity License, it must obtain one immediately after being notified of selection. 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-12. Rejection or Acceptance of Proposals**

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

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, will 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 will 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 will 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-13. 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-14. Component Based Approach**

**The Authority is considering a modular, component-based approach to the services mentioned herein. The component-based approach means that the Authority is separating out these products and services to allow potential Offerors to respond individually or collectively. Offerors (and their identified subcontractor) retain the option to respond to the entire list of services being solicited, respond as part of a team with other potential vendors, or respond to any number of the services.**

Offerors have the option to identify and define which services they will supply pricing for. Proposed pricing must be supplied ala carte/per component-based manner **and if applicable a second set of pricing may be supplied per component as a “turnkey” or complete (all three component) approach.** The proposed pricing and costs must be clearly outlined and defined allowing the Authority to accurately determine which services are being proposed and priced. It is important to note, Offerors **MUST** identify clearly the services being responded to. Failure to do so will result in potential disqualification. Offerors will have the option to provide a value-added service package that will include a detailed description of any additional services or support beyond the basic required services proposed that will be included with the proposed services.

### **I-15. Offeror Options**

Offerors have the option to provide individually priced components or a turnkey pricing option for bundled services; however, for turnkey pricing responses each component must be itemized and priced individually.

### **I-16. Post-Award Subcontracting**

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 will apply to

and bind the party or parties to whom such work is subcontracted, assigned, or transferred as fully and completely as the successful Offeror is hereby bound and obligated and the successful Offeror must 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 RFP 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 must be in writing and mailed to the address furnished by each respective Offeror in the Transmittal Letter. The successful Offeror will not start the performance of any work prior to the effective date of the Contract and the Authority will not be liable to pay the successful 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 will be borne exclusively by the Offeror.

#### **I-18. Standard Practices**

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

The Offeror(s) selected for contract negotiation are required to submit to the Authority a redacted proposal pursuant to Pennsylvania's Right to Know Law. The redacted proposal will be available to the public prior to presentation to the Authority's Board of Directors for award.

#### **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.

## **I-22. Performance Bond and Labor and Materials Bond**

The successful Offeror, prior to the commencement of work under the contract, will be required to furnish a faithful Performance Bond in an amount equal to one hundred percent (100%) of the Contract Amount and a Labor and Material Payment Bond equal to one hundred percent (100%) of the Contract Amount; said bonds must be from a surety company satisfactory to the Philadelphia Parking Authority and qualified to do business in Pennsylvania. The surety executing the bonds must be included in the listing of acceptable sureties contained in Treasury Department Circular 570, as most recently revised, and the amount of the bond must not exceed the underwriting risk of such surety forth in said circular or revision thereof.

The Surety executing the bonds must have a minimum A.M. Best Rating of A-; Class VII or higher. Should any surety upon such bonds become unsatisfactory to the Authority, the Offeror must promptly furnish such additional security as may be required from time to time to protect the interests of the Philadelphia Parking Authority.

## **I-23. Term**

Upon successful completion of contract negotiations, the term of the Contract will be five (5) years with the possibility of two (2), one-year (1-year) extensions for a total of seven (7) years.

## **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 by the Offeror to engage the Authority 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, 11" x 17" paper is acceptable. An electronic version of the Cost 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 Offeror's response.

The tab requirements are as follows:

- Tab A Transmittal Letter
- Tab B Qualifications and Experience
- Tab C Reference Information
- Tab D Technical Response Component A – Parking Management Application\*
- Tab E Technical Response Component B – Business Intelligence Platform\*
- Tab F Technical Response Component C – Customer Support Services\*
- Tab G Key Personnel
- Tab H Implementation Schedule
- Tab I Proposal Form Component A
- Tab J Proposal Form Component B
- Tab K Proposal Form Component C
- Tab L Certificate of Insurance
- Tab M Financial Statements
- Tab N Proposed Amendments to Contract Terms

\*Include the appropriate component Product and Service Specifications Matrix

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

Submit a cover letter, signed by an authorized principal or agent of the Offeror, which provides an overview of the Offeror 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 company.

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

Describe relevant experience in providing the services defined in the Work Statement and provide a listing of all installations within the past five (5) years, detailing the client, scope of the project and any other relevant project information. Provide evidence of financial soundness and financial resources to complete a project this size.

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

References provided by the Offeror will be used to determine whether the Offeror's performance on similar contracts has been satisfactory. Provide contact information for a minimum of three (3) clients of services comparable to those described in this RFP. For each reference, detail:

1. Name of firm;
2. Address of firm;
3. Name, title, e-mail address, phone, and fax of a contact for the firm;
4. Number of years Offeror has served the firm; and
5. Brief summary of scope of services provided.

### **II-5. Technical Response Component A – Parking Management Application (Tab D)**

Provide a detailed explanation of the Offeror's ability to provide the goods and services detailed in the Work Statement. Each line item of the Work Statement must be addressed either with "compliant", "non-compliant" or with a written response. Any item that is "non-compliant" should have a written explanation or an alternative to the requirement. All exceptions and/or alternatives will be clearly identified, and the written explanation will include the scope of the exception, the ramification of the exception for the Authority and a description of the advantages to be gained by the Authority as a result of any exception and/or alternative.

Although the Work Statement in this RFP represents the Authority's anticipated needs, there may be instances in which it is in the Authority's best interests to permit exceptions to the Work Statement and accept alternatives.

Offeror must complete the Product and Service Specifications Matrix *Appendix A* in addition to providing a narrative form technical response. Note that there are separate Product and Services Specification Matrices for each requested component.

### **II-6. Technical Response Component B – Business Intelligence Platform (Tab E)**

Provide a detailed explanation of the Offeror's ability to provide the goods and services detailed in the Work Statement. Each line item of the Work Statement must be addressed either with "compliant", "non-compliant" or with a written response. Any item that is "non-compliant" should have a written explanation or an alternative to the requirement. All exceptions and/or alternatives will be clearly identified, and the written explanation will include the scope of the exception, the ramification of the

exception for the Authority and a description of the advantages to be gained by the Authority as a result of any exception and/or alternative.

Although the Work Statement in this RFP represents the Authority's anticipated needs, there may be instances in which it is in the Authority's best interests to permit exceptions to the Work Statement and accept alternatives.

Offeror must complete the Product and Service Specifications Matrix *Appendix B* in addition to providing a narrative form technical response. Note that there are separate Product and Services Specification Matrices for each requested component.

#### **II-7. Technical Response Component C – Customer Support Services (Tab F)**

Provide a detailed explanation of the Offeror's ability to provide the goods and services detailed in the Work Statement. Each line item of the Work Statement must be addressed either with "compliant", "non-compliant" or with a written response. Any item that is "non-compliant" should have a written explanation or an alternative to the requirement. All exceptions and/or alternatives will be clearly identified, and the written explanation will include the scope of the exception, the ramification of the exception for the Authority and a description of the advantages to be gained by the Authority as a result of any exception and/or alternative.

Although the Work Statement in this RFP represents the Authority's anticipated needs, there may be instances in which it is in the Authority's best interests to permit exceptions to the Work Statement and accept alternatives.

Offeror must complete the Product and Service Specifications Matrix *Appendix C* in addition to providing a narrative form technical response. Note that there are separate Product and Services Specification Matrices for each requested component.

#### **II-8. Key Personnel (Tab G)**

Identify how the project will be staffed, along with identifying key staff members, their resumes, and their experience in this field.

#### **II-9. Implementation Schedule (Tab H)**

The Authority requires that the software and hardware is installed, tested and fully implemented for a go-live date within the month of July 2019. Contracted labor services will commence August 1, 2019.

#### **II-10. Proposal Form Component A (Tab I)**

For Offerors proposing on Component A, the Proposal Form attached as *Appendix D* must be submitted in its entirety.

### **II-11. Proposal Form Component B (Tab J)**

For Offerors proposing on Component B, the Proposal Form attached as *Appendix E* must be submitted in its entirety.

### **II-8. Proposal Form Component C (Tab K)**

For Offerors proposing on Component C, the Proposal Form attached as *Appendix F* must be submitted in its entirety.

### **II-9. Insurance Requirements (Tab L)**

The successful Offeror will be required to submit insurance coverage as outlined in *Appendix G*. 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 if awarded a contract.

### **II-10. Financial Statements (Tab M)**

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 Offeror must be submitted. Financial statements need only be included with the original proposal or in a separate envelope marked "Confidential – Company Name".

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.

### **II-11. Proposed Amendments to Contract Terms (Tab N)**

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 part VI of this solicitation. Please review the sample contract carefully. Any exceptions or requested changes to the contract **must be clearly noted in the proposal** 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 must 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 scored by an Evaluation Committee consisting of Authority employees. The Authority will select the Offeror(s) 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 about the proposal and/or require certain Offeror to make a formal presentation to the Evaluation Committee.

#### **III-4. Evaluation Criteria for Components A & B – Parking Management Application, Business Intelligence Platform**

The following criteria and associated weighting will be used for Components A-Parking Management Application and B-Business Intelligence Platform:

A. Project Understanding— 50 points (5%)

Proposals will be evaluated against the questions set out below.

1. How well has the Offeror demonstrated a thorough understanding of the purpose and scope of the project?
2. How well has the Offeror identified issues and potential problems related to the project?
3. How well has the Offeror demonstrated that it understands the deliverables the Authority expects it to provide?

B. Project Method/Approach — 50 points (5%)

Proposals will be evaluated against the questions set out below.

1. How well does the methodology depict a logical approach to fulfilling the requirements of the RFP?
  2. How well does the methodology match and contribute to achieving the objectives set out in the RFP?
- C. Project Management Plan— 100 points (10%)  
Proposals will be evaluated against the questions set out below.
1. How well does the management plan support all the project requirements and logically lead to the deliverables required in the RFP?
  2. How well is accountability completely and clearly defined?
  3. Is the organization of the project team clear?
  4. How well has the Offeror demonstrated that it understands the Authority's schedule and can meet it?
  5. Has the Offeror offered alternate deliverables and gone beyond the minimum tasks necessary to meet the objectives of the RFP?
  6. Is the proposal responsive to all material requirements in the RFP?
- D. Training Program – 50 points (5%)
- E. Proposed Implementation Plan – 50 points (5%)
- F. Experience and Qualifications— 150 points (15%)  
Offeror must provide a thorough description of their work experiences as it relates to the scope of work outlined herein. Said description should include, but not be limited to:
1. Offeror's established experience record in providing comparable services, to include a description of the Offeror's company history and current operating characteristics to include the number of years in business, philosophy, ownership, number of employees, organizational chart, annual sales, geographic coverage, etc.
  2. Number of years the Offeror has been providing these types of services;
  3. Do the individuals assigned to the project have experience on similar projects?
  4. Are resumes complete and do they demonstrate backgrounds that are desirable for individuals engaged in the work the project requires?
  5. How extensive are the applicable education and experience of the personnel designated to work on the project?
  6. How knowledgeable are the Offeror's personnel of the local area and how many individuals have worked in the area previously?
  7. Additional questions regarding the Offeror firm:
  8. How well has the Offeror demonstrated experience in completing similar projects on time and within budget?
  9. How successful is the general history of the Offeror regarding timely and successful completion of projects?
  10. How reasonable are the Offeror's cost estimates?

11. If subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the Offeror?
12. A minimum of three (3) references for which the Offeror has provided services comparable to those described in this RFP. For each reference, detail:
  - a. Name of firm;
  - b. Address of firm;
  - c. Name, title, e-mail address, phone, and fax of a contact for the firm;
  - d. Number of years Offeror has served the firm; and
  - e. Brief summary of scope of services provided.

G. Technical Specifications/Requirements – 200 points (20%)

Offeror should ensure that its proposed solution meets the requirements as set forth in the Scope of Work found in Section V of the RFP.

H. Warranty, Maintenance Agreement and On-Going Technical Support – 100 points (10%)

I. Small and Small Diverse Business Participation — 50 points (5%)

Offeror (and any subcontractors) must identify their status as a small and/or small diverse business by completing the Small and Small Diverse Business Participation Submittal form included in the Proposal Form along with a copy of their Small Business Procurement Initiative certificate issued from the Pennsylvania Department of General Services.

J. Cost— 200 points (20%)

The lowest cost proposal will receive the maximum number of points allocated to cost. Cost is one of several factors, so an Offeror with the lowest cost cannot count on being selected.

### **III-5. Evaluation Criteria for Component C – Customer Service Support**

A. Project Understanding— 50 points (5%)

Proposals will be evaluated against the questions set out below.

1. How well has the Offeror demonstrated a thorough understanding of the purpose and scope of the project?
2. How well has the Offeror identified issues and potential problems related to the project?
3. How well has the Offeror demonstrated that it understands the deliverables the Authority expects it to provide?

B. Project Method/Approach — 100 points (10%)

Proposals will be evaluated against the questions set out below.

1. How well does the methodology depict a logical approach to fulfilling the requirements of the RFP?
2. How well does the methodology match and contribute to achieving the objectives set out in the RFP?
3. How well does the methodology interface with the schedule in the RFP?

C. Offeror's proposed work location – 50 points (5%)

D. Project Management Plan— 100 points (10%)

Proposals will be evaluated against the questions set out below.

1. How well does the management plan support all the project requirements and logically lead to the deliverables required in the RFP?
2. How well is accountability completely and clearly defined?
3. Is the organization of the project team clear?
4. How well does the management plan illustrate the lines of authority and communication?
5. How well has the Offeror demonstrated that it understands the Authority's schedule and can meet it?
6. Has the Offeror offered alternate deliverables and gone beyond the minimum tasks necessary to meet the objectives of the RFP?
7. Is the proposal practical, feasible, and within budget?
8. How well have potential problems been identified?
9. Is the proposal responsive to all material requirements in the RFP?

E. Training Program – 50 points (5%)

F. Proposed Implementation Plan – 50 points (5%)

G. Experience and Qualifications— 150 points (15%)

Offeror must provide a concise description of their work experiences as it relates to the scope of work outlined herein. Said description should include, but not be limited to:

1. Offeror's established experience record in providing comparable services, to include a description of the Offeror's company history and current operating characteristics to include the number of years in business, philosophy, ownership, number of employees, organizational chart, annual sales, geographic coverage, etc.
2. Number of years the Offeror has been providing these types of services.
3. Do the individuals assigned to the project have experience on similar projects?
4. Are resumes complete and do they demonstrate backgrounds that are desirable for individuals engaged in the work the project requires?
5. How extensive are the applicable education and experience of the personnel designated to work on the project?
6. How knowledgeable are the Offeror's personnel of the local area and how many individuals have worked in the area previously?
7. How well has the Offeror demonstrated experience in completing similar projects on time and within budget?
8. How successful is the general history of the Offeror regarding timely and successful completion of projects?
9. Has the Offeror provided letters of reference from clients?
10. How reasonable are the Offeror's cost estimates?

11. If subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the Offeror?
12. A minimum of three (3) references for which the Offeror has provided services comparable to those described in this RFP. For each reference, detail:
  - a. Name of firm;
  - b. Address of firm;
  - c. Name, title, e-mail address, phone, and fax of a contact for the firm;
  - d. Number of years Offeror has served the firm; and
  - e. Brief summary of scope of services provided.

H. Technical Specifications/Requirements – 200 points (20%)

Offeror should ensure that its proposed solution meets the requirements as set forth in the Work Statement found in Section V of the RFP.

I. Small and Small Diverse Business Participation — 50 points (5%)

Offeror (and any subcontractors) must identify their status as a small and/or small diverse business by completing the Small and Small Diverse Business Participation Submittal form included in the Proposal Form along with a copy of their Small Business Procurement Initiative certificate issued from the Pennsylvania Department of General Services.

J. Cost— 200 points (20%)

The lowest cost proposal will receive the maximum number of points allocated to cost. Cost is one of several factors, so an Offeror with the lowest cost cannot count on being selected.

## PART IV

### EXISTING CONDITIONS

#### IV-1. Existing Equipment

The Authority uses a variety of equipment and systems in the performance of its duties including on- and off-street meters and kiosks, mobile license plate recognition, off-street parking access and revenue control equipment and other devices.

Type	Make/Model	Quantity*
Parking Enforcement		
Handheld Ticket Devices	Motorola Zebra MC9500K Intermec Handheld Device	350 4
Printers	Motorola Zebra IMZ320	350
Mobile LPR	Genetec Datalux tracer All in one computer TCU TF-120 CF19 Duel Mode	
On-Street Meters/Kiosks*	Parkeon Strada	
	Metric Aura	
Off-Street PARCs	HUB	
MISC		
Impound Lot Scanners	Motorola MC9598 Scanners	8
Parkmobile	Pay by Cell	
Receipt Printers	Epson TM-U950 model 24v-1.8a	2

\*Quantity of devices to be furnished by Offeror

#### IV-2. New Multi-Space Meters\*

The Authority is currently procuring new on-street kiosks under a separate procurement (RFP No. 18-17 Multi-Space Meters 2018). Integrations with existing and planned Authority equipment are required.

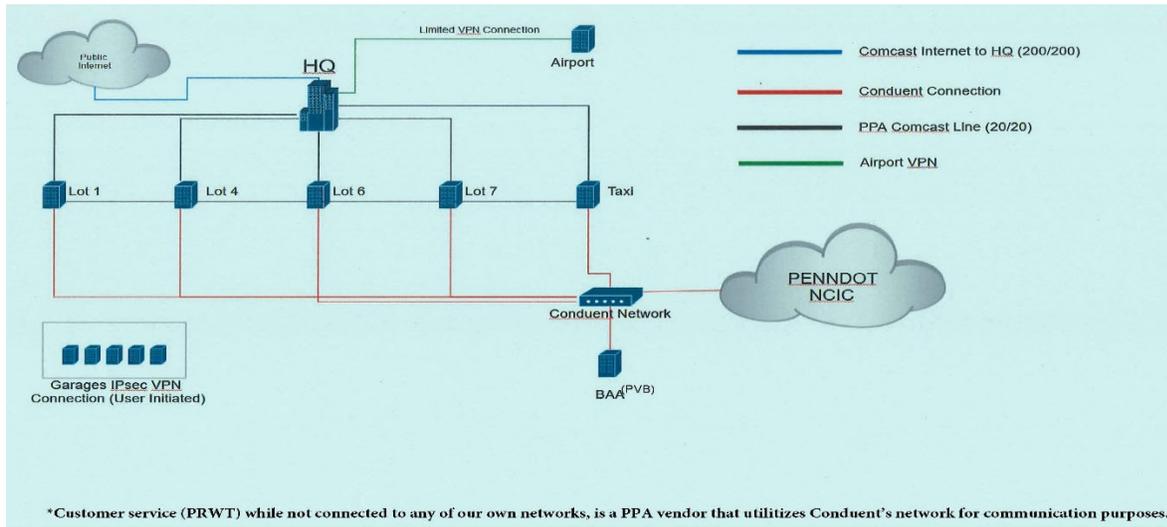
#### IV-3. Application Interfaces

The Authority currently connects to the Pennsylvania Department of Transportation (PennDOT) and the National Crime Information Center (NCIC) through physical connections to the existing Contractor's network. Personal computers that need to access these systems are given IP addresses on the existing Contractors network. The current Contractor has established external IP addresses that can access PennDOT and NCIC.

The Authority has responsibilities for processing red light camera violations and will soon have responsibility for processing speed camera violations. Interfaces with red light and speed camera systems

are also required Application integrations and include integrations with the Philadelphia Municipal Court Traffic Division.

**Current Network Map**



**IV-4. Existing Customer Service Support**

In addition to software and hardware requirements, the Authority also utilizes contracted staff to supplement its operation.

**A. Duties:**

Contracted staff are responsible for providing services such as data entry, lockbox, cashing, telephone and online customer service, data imaging and correspondence processing. Additionally, the current Contractor provides an Interactive Voice Response System (IVR) 24/7 for customer service inquiries and processes. The IVR allows customers an option to be directed to a live customer service representative during normal call hours.

**B. Current Contracted Staffing:**

Title	# of Employees
Administrative	1
Cashier	8
Cashier Supervisor	1
Customer Service Manager	1
Customer Service Representative	18
Customer Service Supervisor	1
Data Entry Clerk	1
Deposit Clerk	1
Director	1
Intern	2
Lead Cashier	2

Lead Customer Service Representative	2
Lead Data Entry Clerk	1
Lockbox Clerk	4
Lockbox Lead	1
Lockbox Supervisor	1
Production Manager	1
Quality Clerk	6
Quality Control Manager	1
<b>TOTAL</b>	<b>54*</b>

\*All full-time positions

C. Locations of Performance, Hours of Operation, Contracted Staffing and Work Effort:

Site #	Location	Description	Hours	Staff
1	1835 Market St.	Call Center	M-F: 8am- 8pm	16 CSRs 1 Supervisor 3 Leads
2	911 Filbert St.	Parking Violations Branch	M-F: 8am-6pm Sat: 8:30am-5pm	7 Cashiers 1 Supervisor 2 Leads 1 Deposit Clerk
3	800 Spring Garden St.	Municipal Court	M-F: 8am-7pm	2 Cashiers 1 Rotating Lead
4	2501 Weccacoe Ave.	Impoundment Lot #1	M-Th: 7am-9:30pm, F: 7am-3am Sat: 9am-3am Sun: 12pm-8pm	M-F: 2 Cashiers 1 Rotating Lead F & Sat: 3 Cashiers Sun: 1 Cashier

1. Call Center:

This site contains the largest number of customer service employees. The main customer service number is printed on all parking violations and publicized on the Authority's website and social media platforms. The customer service representatives handle the following through phone calls, e-mail and postal correspondence:

- Customer complaints (defectives signs, meters, etc.)
- Temporarily suspend parking violations to generate necessary documents
- Process administrative and adjudication review requests to include hearings by mail and web
- Prepare administrative cancellation documents for Authority and Bureau of Administrative Adjudication
- Ticket and license plate information
- Answer general inquiries

Current Customer Service Interactions (monthly average):

Correspondence	2,678
Agent Answered Calls	27,352
Interactive Voice Response	30,060
Emails	2,201
Disputes submitted via website	3,081

2. Parking Violations Branch:

This walk-in center interfaces with the public daily and handles the following:

- Payment of parking violations and penalties
- Creation of Installment Payment Plans
- Booted/towed vehicle release processing
- Process administrative & adjudication review requests
- Prepare administrative cancellation documents for Authority and Bureau of Administrative Adjudication
- Ticket and license plate information
- Provide general information

Current walk-in customer service interactions: 8,800 people/month

3. Philadelphia Municipal Court-Traffic Division:

Cashiers handle in-person payment processing for vehicles that have been impounded in accordance with the "Live Stop" program. Cashiers also complete plate and name searches and collect outstanding parking violations and any fees assigned to that record.

Current walk-in customer service transactions: 455/month

4. Impoundment Lot #1:

Cashiers handle in-person payment processing for vehicles that have been impounded.

Current walk-in customer service interactions: 1838/month

5. The Parking Violations Branch, Municipal Court and Impound Lot #1 are all work locations designated by the Authority. The Call Center is a location provided by the current Contractor.

#### IV-5. Additional Program Metrics

Metric	Quantity	Period
Violations		
Violations Written	2.5m	Annual
Handwritten Violations Processed	500,000	Annual
Violations Appealed	124,877	Annual
Violations Aged less than 30 days	96,162	Current
Violations Aged greater than 30 and less than 60 days	155,177	Current
Violations Aged greater than 60 and less than 90 days	202,133	Current
Violations Aged greater than 90 and less than 180 days	322,117	Current
Vehicle Registrations Suspended	2,283	Annual
Vehicles Booted	23,000	Annual
Vehicles Towed	44,000	Annual
Vehicles Auctioned	11,800	Annual
Permits Issued		
RPPs (Residential Parking Permits)	42,000	Annual
Contractor	9,300	Annual
Visitor	4,500	Annual
Day Passes	5,500	Annual

# PART V

## WORK STATEMENT

### V-1. Objectives

The Philadelphia Parking Authority (the “Authority”) is soliciting written proposals from qualified Offerors for parking management technology, ticket processing and related services. **There are three separate and distinct components of the procurement that may be provided under one contract by a single or multiple Offerors or by multiple Offerors under more than one contract. At its sole discretion the Authority will determine the most advantageous approach.**

### V-2. Component A: Enforcement, Citation and Permit Management Application Component (Parking Management Application or “Application”)

The Authority intends to replace its current citation management and permit back office system (Parking Management Application, or “Application”) to include replacement of existing handheld ticketing devices and printers and acquisition of supporting and recommended field peripherals.

It is the goal of the Authority to select an Offeror or Offerors that will provide a comprehensive and innovative equipment and software solution that satisfies the Authority's current demand for an integrated, state-of-the art, and first-class parking management Application. To that end, Offerors should include descriptions of available hardware and software upgrades, system integration solutions, programs designed to improve the performance of the Authority and the Application, cost effective solutions, and an overall customer service plan. It is also the Authority’s desire that the proposed hardware and software demonstrate enough flexibility to easily and efficiently accept upgrades as the Authority and the Application evolves. The Authority encourages each Offeror to include a discussion of proposed innovative concepts that they have used in cities that are comparable to Philadelphia.

The Authority seeks a state of the art, flexible, dependable and robust parking enforcement, citation, permit and customer relationship management Application that will serve as the main back of house system for its operation. The Application will include the back-office database, cloud-based storage, handheld ticketing devices, citation printers, and handheld personal computers as necessary for the Authority to complete its work. On-site handheld ticketing devices, citation printers, receipt printers, and handheld personal computer technical support is also required.

The Application will also include robust analytical capability and dashboarding to facilitate the Authority’s decision-making. Extraction, analysis and presentation of data will be easily, dynamically and cost-effectively customizable by the Authority and will be required to integrate data from other systems such as on-street meters, multi-space kiosks and off-street parking access and revenue control systems that are not included in this RFP.

#### A. Application Components

The Application is intended to be the platform through which the Authority conducts the following activities:

1. Violation processing, adjudication, notification and collections
2. Payment processing including special processes for multiple vehicles of the same owner (known by the Authority as the fleet program)
3. Permitting for contractor, residential, motorcycle, temporary parkers
4. DMV lookups and vehicle registration suspension
5. Impounded vehicle auctions and tow lot management
6. Booting, towing and impoundment
7. Parking Meter Management

#### B. Subscription-Based Software Solution

The Authority prefers a subscription-based model for the proposed software solution.

#### C. Hosting Specifications

1. An Offeror cloud-hosted Application is required. Cost of hosting including all redundancies and test environments must be included in Offeror's total cost as described in Tab I using Proposal Form Component A found in Appendix D. Specify clearly on the Cost Proposal Page which component relates to the proposed costs.
2. Offeror will provide all servers, services, storage, security, access, backup/recovery for production and test environments.
3. Data collected by the Offeror will be owned wholly by the Authority and the Offeror may only use the Authority's data for purposes expressly approved by the Authority.

#### D. PCI Compliance

For any response that supports services relating to credit card processing services, Offerors must provide documentation of compliance with the following items:

1. The Proposer and corresponding credit card payment solution shall have appropriate Payment Card Industry Data Security Standards (PCI DSS) certification as a Level 1 Service Provider (<https://www.pcisecuritystandards.org/index.shtml>).

2. All payment applications and solutions involved with the transfer, process or storage of card data must be PA-DSS certified and it is strongly recommended to be installed by a Qualified Installer and Reseller (QIR).
3. The Offeror shall provide all applicable Attestations of Compliance (PCI-DSS AOC) or Attestations of Validation (PA-DSS AOV) resulting from an annual Report on Compliance (ROC) or Report on Validation (ROV) by a Certified QSA Assessment Company. AOCs/AOVs must be presented to the Authority annually and noted in the semiannual performance report. Frameable Certificates provided by a Security Company are not valid.
4. Any/All Point of Contact and/or Point of Interaction (POI) Credit Card Data processing devices provided by the Offeror must be listed on the PCI SSC website as part of a fully certified PCI P2PE solution. All POI devices must be EMV capable.
5. Offerors should also include documentation of quarterly internal and external vulnerability scans for applicable credit card data environments. External or Endpoint scans must be completed by an Approved Scanning Vendor (“ASV”).

#### E. Application Functionality

The Application must:

1. Accommodate at least 2,500,000 violations annually. This number may increase over the life of the contract due to different Authority initiatives.
2. Accommodate noticing in accordance with City Code and Authority policy and procedures (refer to the City of Philadelphia's Traffic Code, 12 in its entirety.)
3. Provide real-time access to information.
4. Provide accounting and audit trails necessary for revenue verification.
5. Provide reports on operational performance, statistical, and financial information.
6. Monitor disposition of citations.
7. Provide accounting and audit trails by zone or a region dynamically configurable by the Authority.
8. Integrate the following components and maintain a hosted database that supports:
  - a) Parking Citation Issuance and Processing
    1. Citations issued in the field must be posted to the database in real time by cellular or Wi-Fi.

2. The Application must display citation dispositions, payments and other actions in real time. High volume items, such as routine citation payments, may be entered in batch mode.
3. The Application must enable selected Authority users to perform updates on-line with regard to citations, dispositions, suspensions, hearings, and adjustments. Batch mode updates may be used for high volume items, such as initial entry of citations into the Application, entry of mail payments, as well as name and address updates.
4. The Application must have the capability of updating a payment or disposition prior to posting the original citation.
5. The Offeror must provide an interface between the Application and the sub-systems that are required to communicate, load, and read information to and from handheld ticket issuance devices. The Offeror must ensure the integrity of the data during transmission.

b) On-Line Inquiry

The Application must enable the Authority to perform the following on-line inquiries:

1. Citation Detail Inquiry – Displays the following citation information: violator name and address, DMV information, fines and penalties, payments, dispositions, and noticing history.
2. Inquiry by Owner Name – Displays name(s) of the owner, address(s), and license plate number(s).
3. Inquiry by License Plate Number – Displays information on all citations written to the vehicle bearing the plate and owner name.
4. Displays booting/towing eligibility, total amounts owed, violator name and address, and past license plates assigned to the owner.
5. Summary Inquiry – All fields must be searchable.

c) Adjudication

Application must include an online appeal portal for customers to submit through a website. The appeal process must allow the appellant to add evidence in forms of pictures, and/or documents supporting their appeal. Appeal settings must be customizable to Authority needs.

d) Dispositions

The Authority has several different types of dispositions. The Application must accommodate a customizable list of Authority designated disposition types.

e) Web Portals

The Application must have the ability to provide multiple websites for different functions and purposes (customer facing permit portal, customer facing citation/adjudication portal, administrative portal, etc.).

1. Separate or combined customer facing portals for permit registration, permit ordering and customer account information management, citation payment, appeals submissions, etc.

2. Any required websites for administrative facing functions must include the full suite of Offeror's software modules, controllable by permissions settings.
3. An administrative management website must exist for such things as customer accounts, permit settings, permit sales, inventory settings, location settings. This website must be the crux of the administrative side of the software and allow designated Authority users to access all sections of Offeror's software along with Authority profile permission levels.
4. The Authority prefers an Application with customer-facing portal website which will be easily updateable by Authority Administrators. An example of this: system down banner or notification of the office being closed on title page; field definition manipulation to Authority needs on event form submissions pages, or appeal submission pages, or additional informational banners on permit selection website for ordering information.
5. Customer facing site should be formatted to look like the existing PPA website and have a sitename that allows the customer to feel as if they have not left the PPA website.
6. The web portal must be mobile friendly meaning the portal should adjust to the mobile phone screen. It should allow the customer to perform the following:
  - i. Integrate with any future Authority mobile app.
7. Portals must allow users the ability to upload documents.

f) Financial Management Application

The Authority is seeking an included financial management software module with the Parking Management Application. This module will provide standard accounting functions including, but not limited to: payments, service fees, deposits, credits, adjustments and reversals for accounts with quick links and full detailed information displayed on screen for Authority staff and administrators with a complete audit trail. Offeror will describe, in detail, its financial management system.

F. Handwritten Citations

Other governmental entities issue parking citations for which the Authority is responsible for processing. Currently, there are approximately 500,000 such citations written annually. Offerors must describe any available automations or proposed approaches to the processing of handwritten citations for the Authority's consideration.

G. Multiple Payment Methods

Offerors must identify all payment methods available for the proposed Application.

H. Application Operational Use Time

The Application must be operational 24 hours, Monday through Sunday. Any upgrades and maintenance times must be approved by the Authority.

## I. Security

The Application must possess security features that limit Application access to authorized personnel. The Application and its procedures must contain audit trails and controls to account for all dispositions, notices, transactions and payments, from citation issuance through final resolution and archiving. Audit trails should also include logging of all Authority staff changes made in the Application.

## J. Installation Requirements

1. The Authority requires that the software is installed, tested and fully implemented for a go-live date within the month of July 2019.
2. Upon award of the RFP, signing of the contract and within ten (10) days of receipt of the Authority's purchase order, the successful Offeror must provide a complete project implementation schedule and plan to the Authority.
3. The successful Offeror must provide qualified staff that assist, consult, install, train and oversee the Application implementation.
4. The successful Offeror must convert all data in Authority's existing system and import to new Application by the "go-live" date.
5. The successful Offeror must provide technical support for the customization of reports and file formats and the conversation of existing data saved on the current system.
6. Authority prefers an Offeror that can provide a separate test Application version for training purposes.
7. The successful Offeror must assist in the development of reports prior to implementation.
8. The successful Offeror must provide a reliable check method to ensure that all required data from the current system export files are passed to the new Application.
9. A reference file of the old system account numbers with a link to the new account numbers must be available in the new Application.

## K. Testing Requirements

1. Offeror response must include an assurance testing plan, timeline and processes to be covered in the test.
2. The Application will be tested thoroughly by the Authority prior to final acceptance.

3. A minimum of four (4) weeks of testing is to be conducted. The Authority's current system and the new production Application and new test Application will run concurrently during the test period. In addition to the production Application, a test Application is to be provided to allow for testing of changes, upgrades, new maintenance to the Application, while the current production system is still functioning and allowing for adequate time to test for any issues with the new Application. Describe your proposed testing procedure to include the above listed criteria.

#### L. Training

1. By means of instructional classes augmented by individual instruction as necessary, the successful Offeror must fully instruct the Authority's designated staff, including contracted staff, in the operation, adjustment, and maintenance of all products, equipment, and systems. Should implementation be completed in phases, instructing the Authority personnel must also be phased to correspond with deployment of the various components.
2. Scheduling of instruction classes must be coordinated by the successful Offeror and Authority personnel to avoid conflicts and peak period personnel demands. The successful Offeror must submit a proposed instruction schedule at a joint meeting conducted prior to equipment installation. The Authority must tentatively approve or suggest changes to the training schedule at that time. Forty-five calendar days prior to each instruction session, the successful Offeror must submit an outline of the instruction material and approximate duration of the session. Ample time must be allotted within each session for the successful Offeror to fully describe and demonstrate all aspects of the Application and allow Authority personnel to have hands-on experience with the Application.
3. The successful Offeror must train and certify up to seventy-five (75) Authority and/or parking operator staff on back-office software, hardware and operational Application. The training and certification must include identifying and fixing minor hardware maintenance and operational issues. The appropriate duration of training must be determined by the successful Offeror but must not include less than two hundred (200) hours of on-site training. All software modifications and maintenance must be performed by the successful Offeror.
4. The successful Offeror must provide robust training and certification programs for the Authority and parking management staff to operate their Parking Management Application (software and hardware). The initial Application and operational training must be offered on site at the Authority's facilities before the system acceptance tests are initiated. Additional training may be offered at successful Offeror's headquarters, at Authority's facilities, via webinar, videos, and/or on-line training. The type and location of training may vary based on training level and personnel being trained. The Offeror must identify in their proposals various training programs, types, and locations for various staffing levels.

5. The successful Offeror must provide an additional twenty-four (24) hours of on-site training, in any area, at the Authority's request, during the first twelve (12) months after Application start-up.
6. The successful Offeror must provide an additional sixteen (16) hours of on-site training, in any area, at the Authority's request, within twelve (12) months after Application acceptance.
7. The refresher courses must be offered on-site at the Authority in Philadelphia. The successful Offeror must identify the frequency and duration of each refresher course.
8. The successful Offeror must provide training on an individual basis or in a group setting as approved by the Authority for the operation and maintenance of the Parking Management Application (hardware and software). The successful Offeror must provide a training program for technicians and staff responsible for:
  - a. Installation, start up, and maintenance/repair of all equipment.
  - b. Programming rates, access controls, etc.; through the Application software.
  - c. Monitoring the Application and equipment, generating reports and internal auditing.
  - d. Other related elements.
9. The successful Offeror must provide draft training manuals for review by the Authority for each type of personnel to be trained (auditor, supervisor, administrative service, etc.) of the training content and provide training schedule for both software and hardware within forty-five (45) days prior to the scheduled training. The schedule must include periodic refresher training (continual education), included but not limited to, emphasis on areas of Authority's choice and upgrades of software and/or hardware.
10. An instructional notebook or user manual must accompany every instruction course. The successful Offeror must submit a hardcopy of the user manual per the submittal guidelines. The successful Offeror must supply Ten (10) bound, hardcopies of each user manual type: cashier, supervisory, image reviewer, Application administrator, technician, audit and accounting, etc. In addition, an electronic version (.PDF) of all manuals (instruction and maintenance) must be provided on a CD-ROM, DVD, or thumb drive. The user manuals must be written in common English with appropriate photos, diagrams, and schematics to supplement the text. The Authority reserves the right to prepare additional copies of the course materials as needed.
11. The successful Offeror must provide all documentation required for instructing Authority personnel. Documentation must be provided for each student in the form of workbooks, lecture instructions to Authority staff. Specific allocation of training time to be determined by the Authority.
12. All instruction courses must consist of classroom instruction and actual "hands-on" experience. Classes must be set up in a room designated by the Authority. The successful

Offeror must provide one instructor for the duration of each program. The instructor must speak fluent English in a clear and precise manner. The successful Offeror must submit resumes for each proposed instructor. The Authority reserves the right to request replacement instructors.

13. The class material must include schematics, as well as an overview and descriptions of the equipment.

#### M. On-Going Technical Support

1. The successful Offeror must provide an ongoing management service contract for maintenance of all hardware, software, equipment, servers, hard and soft connections, communication network, and other elements. The successful Offeror must identify the costs of the proposed management service contract on a yearly basis.
2. The successful Offeror must identify life expectancy of each piece of equipment, hardware, software and other elements and when would they be replacing each item/element under normal usage.
3. The successful Offeror must provide a point of contact that is able to be reached Monday through Friday during normal operating hours (7 am to 7 pm) and for afterhours requests (7 pm to 7 am), weekends and holidays.
4. The successful Offeror must provide to the Authority, 30 days before Application start up, a regular and preventive maintenance schedule to ensure optimal Application performance.

#### N. Back-up and Reconstruction

1. The Application must be completely redundant and must possess a recovery capability to restore all files to their original state. Back-up and reconstruction procedures must ensure the Application is not down for more than one hour at any given time.
2. In the event of an outage, citations must be stored on handheld devices until the Application is restored.
3. In the event of an Application failure, restoration must be made to the time of failure.

#### O. Disaster Recovery Plan

1. The successful Offeror must develop and provide to the Authority for approval a disaster recovery plan. The plan must provide the step-by-step procedures for disaster recovery for each point of failure. These procedures must be comprehensive.
2. The first steps must be in diagnostics. The remaining steps must provide procedure for resolution to bring the Application back to full operational status.

3. Should disaster occur immediately following, or because of, a patch or software update the disaster recovery plan must return the Application to the software version in effect prior to the patch or update being applied.
4. Points of failure must include each component and sub-component in complex units, such as servers.
5. The disaster recovery plan must include requirements for and location of spares.

P. Application Updates

1. Application updates must consist of all actions necessary to incorporate hardware and software updates in the Parking Management Application to ensure performance to original Specifications. Maintaining the Application to keep it up to date must be included in software license costs.
2. The successful Offeror must provide Application Update services on a basis that ensures that the system software, including all third-party software, must be the manufacturer's "current" version.

Q. Quality Control and Validation

1. The Application must generate an electronic log for correspondence activity. Information in the log must include but not be limited to the initial daily count of correspondence envelopes and documents, the total number of electronic images scanned, the number of correspondence transactions performed, the daily end balance in each queue, and the number of cases worked. The Authority must indicate information to be included in the log and how these numbers must be generated. The successful Offeror must provide authorized Authority personnel access to this daily log.
2. The Application must index all images to their corresponding parking citation and/or parking permit records.
3. The proposed solution should allow Authority staff to scan all documents received as correspondence, including envelopes, into the imaging Application and must validate all images to ensure all information—including but not limited to legible postmarks, mailing address, and return address—are captured in the imaging process.

### V-3. Component B: Business Intelligence Component

The Authority seeks to advance data-driven decision-making and customer facing smart parking initiatives. At the core of such initiatives are strong, secure, efficient, and affordable information and communications technology platform systems that enable connectivity, information exchange and data analytics. The notion of “smart” is predicated on the ability of data and information to easily be transmitted from several sources (e.g., sensors, personal devices, vehicles, and infrastructure) then combined at a location (anywhere from the back-end centralized location to an actual device) with advanced analytics to glean insights from those data and information sources.

The Authority is seeking a Business Intelligence Platform (BI Platform) that is either integrated with the selected Parking Management Application (Component A) or that is a standalone system that draws information and data from the Parking Management Application and other external sources of data. Offeror will explain why they feel their approach will help the Authority best meet its objectives.

#### A. Application Components

The BI Platform should consist of two elements: improved aggregation and integration of multiple data sources into one data analytics platform and; the creation of three separate user-focused tools that draw from the data platform. These tools consist of:

1. Public Facing Tool – to provide traffic, vehicle occupancy and utilization, and other data graphically which allows any user to bring parking data together onto one screen.
2. Parking Performance Tool – to automatically collect and disseminate key performance indicator data as defined by the Authority.
3. Fiscal Model Tool – to automatically collect and disseminate parking revenue and other key fiscal performance data as defined by the Authority.

#### B. Hosting Specifications

1. An Offeror will provide either a cloud-hosted or on premise system. Cost of hosting must be included in Offeror’s total cost in Tab J using Proposal Form Component B Appendix E. If on premise solution is offered, costing for the servers, licensing and any labor necessary for installation and configuration must be included in Offeror’s total cost in Tab J using Proposal Form Component B Appendix E.
2. For Offeror hosted software systems, the successful Offeror will provide all servers, services, storage, security, access, and backup/recovery for production and test environments.
3. Offerors will specify what cloud servers and services are to be used and what backup/recovery protocols are in place.

4. For the Offeror hosted solution, the Offeror must install and manage software upgrades and perform routine application maintenance.
5. For an on premise solution, Offeror will provide all regular updates to the software when they are tested and available.
6. Data collected from the successful Offeror will be owned wholly by the Authority and the Offeror may only use the Authority's data for purposes expressly approved by the Authority.

#### C. Application Functionality

The desired solution will provide a standard set of occupancy reports, demand-based pricing reports, turnover reports and duration of stay reports. The platform should be an easy-to-use and intuitive data dashboard featuring a map and a suite of zoom-able heat maps, charts, graphs and tables of occupancy, demand, and duration and turnover data with export features. The data analytics platform should allow the Authority to harness data from smart parking equipment/devices, high-speed networks, cloud infrastructure, rapidly developed and intelligent applications, and a variety of analytical solutions to develop new insights as well as new products and services.

#### D. Training

1. By means of instructional classes augmented by individual instruction as necessary, the successful Offeror must fully instruct the Authority's designated staff, including contracted staff, in the operation, adjustment, and maintenance of the Platform. Should implementation be completed in phases, instructing the Authority personnel must also be phased to correspond with deployment of the various components.
2. Scheduling of instruction classes must be coordinated by the successful Offeror and Authority personnel to avoid conflicts and peak period personnel demands. The successful Offeror must submit a proposed instruction schedule at a joint meeting conducted prior to equipment installation. The Authority must tentatively approve or suggest changes to the training schedule at that time. Forty-five calendar days prior to each instruction session, the successful Offeror must submit an outline of the instruction material and approximate duration of the session. Ample time must be allotted within each session for the successful Offeror to fully describe and demonstrate all aspects of the Platform and allow Authority personnel to have hands-on experience with the Platform.
3. The successful Offeror must train and certify up to twenty-five (25) Authority and/or parking operator staff on the operation of the Platform. The appropriate duration of training must be determined by the successful Offeror but must not include less than forty (40) hours of on-site

training. All software modifications and maintenance must be performed by the successful Offeror.

4. The successful Offeror must provide robust training and certification programs for the Authority and parking management staff to operate their Platform. The initial Platform and operational training must be offered on site at the Authority's facilities before the system acceptance tests are initiated. Additional training may be offered at successful Offeror's headquarters, at Authority's facilities, via webinar, videos, and/or on-line training. The type and location of training may vary based on training level and personnel being trained. The Offeror must identify in their proposals various training programs, types, and locations for various staffing levels.
5. The successful Offeror must provide an additional sixteen (16) hours of on-site training, in any area, at the Authority's request, during the first twelve (12) months after Platform start-up.
6. The successful Offeror must provide an additional sixteen (16) hours of on-site training, in any area, at the Authority's request, within twelve (12) months after Platform acceptance.
7. The refresher courses must be offered on-site at the Authority in Philadelphia. The successful Offeror must identify the frequency and duration of each refresher course.
8. An instructional notebook or user manual must accompany every instruction course. The successful Offeror must supply two (2) bound, hardcopies of the user manual. The user manuals must be written in common English with appropriate photos, diagrams, and schematics to supplement the text. The Authority reserves the right to prepare additional copies of the course materials as needed.
9. The successful Offeror must provide all documentation required for instructing Authority personnel. Documentation must be provided for each student in the form of workbooks, lecture instructions to Authority staff. Specific allocation of training time to be determined by the Authority.
10. All instruction courses must consist of classroom instruction and actual "hands-on" experience. Classes must be set up in a room designated by the Authority. The successful Offeror must provide one instructor for the duration of each program. The instructor must speak fluent English in a clear and precise manner. The successful Offeror must submit resumes for each proposed instructor. The Authority reserves the right to request replacement instructors.

#### E. On-Going Technical Support

1. The successful Offeror must provide an ongoing management service contract for on-going technical support following implementation of the Platform through the life of the contract.

The successful Offeror must identify the costs of the proposed technical support contract on a yearly basis.

F. Back-up and Reconstruction

1. The Platform must be completely redundant and must possess a recovery capability to restore all data to their original state. Back-up and reconstruction procedures must ensure the Platform is not down for more than twelve hours at any given time.
2. In the event of a Platform failure, restoration must be made to the time of failure.

**V-4. Component C: Customer Service Support**

It is the Authority's intent to offer superior customer service across a wide variety of platforms. The successful Offeror must have experience in staffing and management of customer support services, including online, via postal mail, in-person and telephone operations (live and IVR). The Authority is looking for innovative, cost-effective and customer friendly solutions across all platforms. Offerors are encouraged to identify other types of customer service support they offer, such as customer facing knowledge-based software, online customer service portal/ticketing system, live chat, chatbot integration, mobile, telephone and online solutions, etc.

A. Customer Support/Call Center

The Authority's operations require a high level of customer support. The Offeror must demonstrate that they are capable of handling, at the very least, the current volume of inquiries that are received. The current customer support/call center hours of operation are Monday-Friday, 8am to 8pm (EST). The Authority prefers but does not require a customer support/call center located in Philadelphia.

1. Customer service staff must be able to process customer service requests using the Authority's Parking Management Application, including:
  - a. Scheduling hearings with the Bureau of Administrative Adjudication.
  - b. Temporarily suspending further action on tickets to avoid penalty accrual and/or to generate necessary notifications to the customer.
  - c. Initiating back-end work flow for requests such as a broken meter investigation, a defective sign, etc.
  - d. Update information or change responsibility of vehicle owner or fleet designation.
  - e. Process undeliverable mail.
  - f. Scanning and indexing correspondence images.
2. The Call Center must be in the United States.
3. Customer service staff must speak fluent English and speak in a clear, professional manner always, delivering the highest quality of customer service support.

4. The Authority will work with the successful Offeror to develop a comprehensive knowledge base for customer service staff utilization. The Authority will approve telephone scripts and standards for telephone interactions. The Authority will work with the successful Offeror to develop mutually established procedures regarding telephone interactions.
5. The Offeror should describe how their system will monitor and report data to the Authority, including but not limited to: number of live calls handled on a daily, weekly, monthly basis, average length of calls, number of abandoned calls, and types of issues handled.
6. Offerors should also describe any proposed solutions for optimal customer service regarding an in-person call center solution. Offerors should describe how they would handle the volume of calls. Offerors should also describe industry standards and statistics regarding best practices regarding customer interaction preference for customer service and how their operations will meet those standards. (Example- 60% of people prefer to use an online customer service portal when dealing with simple questions, this is how our operations would support that preference).
7. The system used by the Offeror must have the ability to record live calls. Offerors should describe how calls are stored, the length of time they are stored, and how the Authority will access recordings of calls as needed.
8. Offerors must describe their system for handling high volumes of inbound calls, including charts, work-flow processes, etc. Offerors should also describe their IT support in regard to downtime, scheduled maintenance, updates, etc.
9. Customer service staff must be able to professionally handle at a minimum, the following types of inbound calls:
  - a. General customer service support inquiries, such as hours of operation at various Authority locations.
  - b. General inquiries of Authority procedures and policies.
  - c. Questions regarding parking violations and providing information to the customer.
  - d. Customer complaints (broken meters, defective signs, etc.).
  - e. Questions relating to red-light camera violations, booted and/or towed vehicles, suspended vehicle registration, and auctions

#### B. Integrated Voice Response System

The Authority requires a toll-free telephone number with an Integrated Voice Response System (IVR) for customer service support. Currently, inbound calls to the Authority average 57,412 monthly, with 52% handled through the IVR (30,060).

At a minimum, the IVR must:

- Be available 24/7, 365 days a year.
- Be available in English and Spanish. (Offerors should describe what other language options they can provide through their IVR system).
- Accept voice and touch-phone keypad selection input from the caller and provide appropriate information in the form of voice answers or connection to a live operator.
- Allow customers to return to prior menus so that more than one transaction can be completed.
- Integrate with the Authority's Parking Management Application (component A of this RFP).

The IVR should be in a menu-driven format that allows customers to return to the main menu for information on other topics and to access a live person during normal customer call center hours of operation.

Offerors should describe how their system will provide access to deaf or hearing-impaired persons.

Customers should be able to utilize the IVR for the following reasons, at a minimum:

1. Retrieve information regarding a parking violation using a nine-digit parking violation number, a "notice number" (sent via postal mail to citizens), a payment plan number, or by other means designated by the Authority.
2. Pay a parking violation via check, credit card or debit card. (The Offeror must have the ability to charge a payment processing fee, which is then remitted to the Authority).
3. Schedule a hearing to dispute a parking violation(s) with the Bureau of Administrative Adjudication.
4. Retrieve information regarding their booted and/or towed vehicle.
5. Report a broken parking meter or kiosk.
6. Retrieve information regarding their vehicle registration suspension.

The IVR system must be easy to change due to circumstances such as emergency office closings, special events, or other circumstances determined by the Authority. Offerors should describe the process for their system regarding changing menu items, adding or deleting menu items, etc. Offerors should also note any limitations, such as a limit on the number of menu items, time limit for initial greeting, etc. Offerors should also describe the process for changing IVR menus, including response time by Offeror to make changes and the ability for the Authority to make changes when needed.

The IVR system should be easy to navigate, intuitive and customer friendly. The Authority will work with the successful Offeror to develop mutually established procedures regarding the IVR menu and back-end process.

Offerors should describe how their system will monitor and report data to the Authority, such as (but not limited to): number and types of IVR calls handled on a daily, weekly, monthly basis, average length of calls, number of abandoned calls, and number of IVR calls handled by specific language. Offerors should indicate any further metrics they are able to provide to the Authority, along with examples of reports they currently use or have previously used.

Offerors should describe any additional functions that their IVR system can handle, (ability for customers to leave a message, receive a call back without losing their place in the queue, or receive a scheduled call back, etc.), along with pictures, work-flow charts, graphics, etc. Offerors should also describe any additional proposed solutions for optimal customer service regarding an IVR system.

#### C. Violation Collection Responsibility

1. Primary Collections. The successful Offeror will provide primary collection services required under this contract. Primary collections are citations collected within 90 days from issuance.
  - a. The successful Offeror must guarantee a minimum collection rate of 70% for primary collections. The current 90-day collection rate is approximately 72%. The collection rate will be evaluated on an annual basis. A mutually agreed upon incentive fee will be negotiated into the final contract agreement if the successful Offeror exceeds the annual minimum collection rate.
2. Blank Slate-Fresh Start Collections. The collection responsibility will be for any citations after execution of the contract.
3. The successful Offeror will be required to provide monthly reports detailing both the number and dollar amount of past-due citations collected. Offerors should also demonstrate the ability to provide summary reports of past-due collection data, including age of citations cleared and number of citations per vehicle.
4. Additional collection efforts will be at the discretion of the Authority.
5. Deposit physical monies (coins, bills, etc.) payments in the Authority's bank account at its depository within 24 hours of receipt by the Offeror and reasonable agreed upon timeframe for credit card or debit card transactions.

#### D. Lockbox Processing

The Authority receives an average of 2,678 pieces of mail monthly relating to violation payments and correspondence.

1. The successful Offeror must obtain and maintain three (3) Philadelphia post office boxes, one for payments, one for general correspondence and one for hearings. All will be in the name of the Philadelphia Parking Authority for mail delivery.
2. Offerors should describe their process for mail processing, which details safeguards for timely processing. The successful Offeror must arrange for the receipt of mail delivered to the boxes at least twice daily unless alternative arrangements are approved by the Authority. The Authority will work with the successful Offeror to develop mutually established procedures regarding received mail.
3. All mail must be opened, sorted and processed in accordance with procedures mutually established with the Authority, including, but not limited to:
  - a. Handling of payments (including, but not limited to: full payments, partial payments, payments received with correspondence, payments received from notices, payments received with violations, payments for which tickets cannot be identified, fleet payments).
  - b. Transferring monies collected to Authority-designated account(s).
  - c. Providing payment transaction data back to the Authority, or their subcontractor via File Transfer Protocol, or other means, as determined by the Authority.
  - d. Scanning and indexing all correspondence received, including postmarked envelopes, checks, money orders, etc.
  - e. Online processing of documents received using the Authority's parking management application (including scheduling hearings, temporarily suspending action on tickets to avoid penalty accrual, initiating back-end work flow for requests such as a broken meter investigation, a defective sign, etc.).
4. The Authority will work with the successful Offeror to develop a comprehensive knowledge base for customer service staff utilization. The Authority will approve correspondence language.
5. Offerors must describe, at a minimum, their daily reporting process for: number of items received, the number and dollar amounts of items processed, and the number of items remaining to be processed at the end of each business day.
6. Offerors should describe their capability for handling mail correspondence, including examples of processes they currently use, or have used previously.

#### E. Web Correspondence

The Authority receives a monthly average of 2,201 emails. Offerors must demonstrate that they are able to professionally and timely answer e-mail correspondence.

1. All email must be responded to in accordance with procedures mutually established with the Authority, including, but not limited to:
  - a. Online processing of documents received using the Authority's parking management application (including scheduling hearings, temporarily suspending action on tickets to avoid penalty accrual, initiating back-end work flow for requests such as a broken meter investigation, a defective sign, etc.).
  - b. Indexing documents to applicable ticket(s).
2. The Authority will work with the successful Offeror to develop a comprehensive knowledge base for customer service staff utilization. The Authority will approve email correspondence language. The Authority will work with the successful Offeror to develop mutually established procedures regarding received email.
3. Offerors should describe their capability for handling web correspondence, including examples of processes they currently use, or have used previously.

#### F. Data Entry

The Authority requires that hand-written parking violations (500,000 annually) be entered into the Authority's parking management application.

1. The Authority and the successful Offeror will mutually establish procedures regarding editing, verification and defined verified fields, etc. At a minimum, Offerors will demonstrate that they are able to:
  - a. Scan and index hand-written violations.
  - b. Provide software to enable the data entry to take place.
  - c. Provide ticket data back to the Authority, or their subcontractor via File Transfer Protocol, or other means, as determined by the Authority.
2. Offerors should describe their data entry software, including examples of processes they currently use, or have used previously.
3. Offerors should describe their process for providing reports documenting the data entry process, including, but not limited to:
  - a. Batch balance reports.

- b. Transaction error reports.
- c. Ticket imaging batch control reports.

G. In-Person Customer Service Support/Cashiering

1. The successful Offeror will be responsible for staffing needs at the Parking Violations Branch (PVB).

Customer Service Support staff at the PVB handle an average of 8,800 in-person customer interactions a month. The PVB's current hours of operation are: Monday through Friday, 8am-6pm, and Saturdays 8:30am to 5pm. The Offeror must demonstrate that they are able to handle, at the very least, the current volume of interactions.

PVB Customer Service Support staff will, at a minimum:

- a. Look up customer information in the Authority's ticket processing system, using information such as, ticket, notice or payment plan number, vehicle owner name, or vehicle license plate.
- b. Accept and apply payments for parking violations, fees and penalties.
- c. Create payment plans for customers using the Authority's ticket processing system.
- d. Process payments for and facilitate the release of booted and/or towed vehicles.
- e. Provide customers with general information.

2. The successful Offeror will be responsible for staffing needs at the Philadelphia Municipal Court-Traffic Division (PMC-TD).

Customer Service Support staff at PMC-TD handle an average of 455 in-person customer interactions a month. The PMC-TD's current hours of operation are: Monday through Friday, 8am-7pm. Offeror must demonstrate that they are able to handle, at the very least, the current volume of interactions.

PMC-TD Customer Service Support staff will, at a minimum:

- a. Search for the Authority's ticket processing system for outstanding ticket balances and/or fees/penalties for customers that have a booted and/or impounded vehicle.
- b. Process payments for and facilitate the release of booted and/or towed vehicles.

3. The successful Offeror will be responsible for staffing needs at an Authority designated Impoundment Lot.

Customer Service Support staff at the Impoundment Lot handle an average of 1838 in-person customer interactions a month. The Lot's current hours of operation are: Monday through Thursday, 7am-9:30pm, Fridays 7am-3am, Saturdays 9am-3am, and Sundays 12pm-8pm.

Offeror must demonstrate that they are able to handle, at the very least, the current volume of interactions.

Impoundment Lot Customer Service Support staff will, at a minimum:

- a. Search for the Authority's ticket processing system for outstanding ticket balances. and/or fees/penalties for customers that have a booted and/or impounded vehicle.
  - b. Process payments for and facilitate the release of booted and/or towed vehicles.
  - c. Accept payment from vehicle owners that must pay tickets, violations, and fees.
- H. The successful Offeror will provide all necessary staff and equipment for all locations, including, but not limited to: end-user computers and printers, copiers, scanners, cashiering work stations, lockbox processing equipment, voice telephone equipment, including digital recording technology, data entry equipment, uniforms (sport jackets) name tags, security systems for cash handling areas, and equipment maintenance support to fulfill their contractual obligations. The successful Offeror will also pay rent and utilities for space occupied in the Parking Violations Branch, courier services, post office pick-ups, and armored car services.
- I. The Authority will work with the successful Offeror to develop mutually established procedures regarding in-person interactions.
- J. The successful Offeror will work in accordance with the hours of operation and procedures established by the Authority. The Authority reserves the right to adjust hours of operations to accommodate the greatest overall customer need.
- K. For all customer service support, the Offeror must describe how they will meet the Authority's current volume of interactions, whether online, in-person, mail or telephone. Offerors should also describe how they will handle staff scheduling in regard to emergencies, special events, new programs offered by the Authority or mandated through legislation that would increase the workload, and/or any other circumstances the Offeror may consider important to note.
- L. Offerors should provide a language access plan for points of customer contact.
- M. Offerors should describe any solutions they may have regarding reducing wait times, either in-person or on the telephone. The Authority is interested cost-effective, in-person, self-service technology, such payment kiosks on location, or other innovative technology to reduce wait times.
- N. Offerors must describe how their total solution represents the best value for the Authority. Using specific examples, the Offeror should describe how they provide thought leadership and innovation and how their experience will directly benefit the Authority. The Authority also encourages Offerors to suggest new, innovative, cost-effective and customer friendly solutions regarding customer service support.

## O. Service Level Requirements

The successful Offeror will be expected to adhere to mutually established Service Level Requirements (SLR). Offerors must describe their processes for capturing and reporting information that includes, at a minimum:

1. Customer satisfaction. Offerors should describe how they will measure customer satisfaction, including the use of online, in-person, mail and telephone surveys. Offerors should also include examples of customer service surveys they have previously used or currently use, along with the results from such surveys.
2. Customer Service Reports. For telephone interactions: Number of calls received, number of calls answered, number of abandoned calls, average customer wait time, average talk time, service levels, trends, peak volume times, longest response times and any other statistics whether as a whole or by individual staff.
3. For in-person interactions: Number of walk-in customers, average wait time, average length of interaction, types of interactions (payment, general inquiry, payment plan, booted vehicle, etc.), service levels, trends, peak volume times and any other statistics whether as a whole or by individual staff.
4. For written correspondence/email: Number and type of correspondence received, number of responses, average customer wait time for a response, service levels, trends, and any other statistics whether as a whole or by individual staff.
5. Offerors must describe their plan for monitoring and reporting Service Level Requirements, including submitting examples of reports, dashboard capabilities and/or client web portal on SLR performance that will be available to the Authority. Offerors should also include information regarding the ability for ad-hoc reporting, if requested by the Authority. Details should include if the reports/information can be accessed by Authority staff independent of the Offeror.
6. Offerors should include their process regarding identifying trends and how they use data analytics to improve their services. Offerors should also describe how they will achieve improvements in quality of services (e.g., reducing errors).
7. Offerors must also describe their process if they do not meet mutually agreed upon Service Level Requirements (e.g., is there a percentage reduction in monthly fees, a fixed cost "per error," etc.).

## P. Training & Knowledge Management

The Authority expects the successful Offeror to maintain a high quality of service with no service disruptions during the entire term due to loss of knowledge or lack of adequate training. The Authority expects continuous and ongoing improvement that enhances the Authority's knowledgebase and optimizes service delivery. The Authority expects that training materials, programs and knowledge management systems will be continuously updated to reflect current operations.

1. The successful Offeror will be responsible for the development and maintenance of all customer service support-related documentation. This includes, but is not limited to:
  - a. All user training materials
  - b. Manuals
  - c. Call scripts
  - d. Correspondence language
  - e. Policies and procedures
2. The Authority will provide the successful Offeror with Authority-specific information for customer service support (policies, procedures, etc.) The Authority will have final approval over all training materials used.
3. Offerors must describe their approach, methodology, and tools used for training. Offerors should include a description of how they plan to develop training plans and provide ongoing training.
4. Offerors must describe how they monitor customer service support staff while on calls, during in-person interactions, and quality control processes for all correspondence and online interactions. Offerors must describe how records of all monitoring activities will be made available to the Authority and should submit examples of reports that they currently use.
5. Offerors should also describe their hiring and screening practices for customer service support staff, along with metrics regarding staff retention, such as annual agent attrition rate (voluntary and involuntary turnover).
6. Offerors must describe their overall approach to document management, including a description of how they plan to inventory and assume control of all existing documentation and manage it going forward. Offerors should describe the tools, processes and personnel that will be used to manage ongoing service related documentation.
7. Offerors must include an explanation of its approach to management. Also, to be included are: a plan for implementing and monitoring the services offered; organizational chart showing the relationship between all team members; the roles and responsibilities of team members, strategies, tools and safeguards for ensuring timely, quality performance of all

required services, equipment, software and hardware considerations; training and on-going support; and any other additional factors for the Authority's consideration.

#### Q. Implementation Plan

The Authority requires an efficient and orderly transition of customer service support. It is imperative for Offerors to recognize that these operations are considered by the Authority to be mission-critical and any delays or service interruptions, however minor, can have a substantial financial and social impact on the Authority. Offerors should describe how they plan to implement its services.

Offerors should describe how they plan to address each of the following key transition and implementation objectives:

1. Assessment of the current customer service environment, its various associated workflows, and preparation of the solution the Offeror shall implement in order to assume full responsibility.
2. Establishment of Authority and Offeror roles and responsibilities during implementation.
3. Establishment of approach to accomplishing current-knowledge transfer and management.
4. Identification of key personnel and plans for further staffing the customer service support team.
5. Conduct appropriate training of staff.
6. Identify and address any business and/or technical issues that may impact the implementation.

#### R. Data Security

The Payment Card Industry (PCI) Security Standards Council defines a Service Provider as a business entity that is not a payment brand, directly involved in the processing, storage, or transmission of cardholder data on behalf of another entity. This also includes companies that provide services that control or could impact the security of cardholder data. The provider of customer services contemplated herein plays an important role in the Authority achieving its PCI compliance. To this end, Offerors must provide evidence that they are PCI certified as a Level 1 service provider.

**PART VI**  
**CONTRACT TERMS AND CONDITIONS**

ARTICLE I  
DEFINITIONS

1.1 “Acceptance Criteria” is written performance criteria specific to each phase of the Schedule that verify that the phase meets the relevant Requirements and Specifications. Acceptance Criteria will be prepared by the Authority with the assistance of Contractor.

1.2 “Agreement” means this Agreement, including all Exhibits attached hereto.

1.3 “AOC” will mean Attestation of Compliance.

1.4 “Application” means the new, state-of-the-art enforcement, citation, permit and customer relationship management system as described in the RFP, Proposal, and this Agreement. For purpose of clarification, and not by way of limitation, the Application includes all manuals and documentation set forth in the RFP and will in all cases be composed entirely of new equipment.

1.5 “Authority Data” means all data being captured, processed, managed, tracked or stored by the System.

1.6 “Authority Project Manager” will have the meaning set forth in Section 2.6.

1.7 “Authority Provided Resources” includes any information, documents, or data provided by the Authority, including but not limited to the RFP.

1.8 “Authority Specifications” will mean the description of the Authority required features, functions and performance characteristics for the Application, Platform and Service set forth in the RFP or any other form provided by the Authority.

1.9 “Contractor” will mean the entity designated at the beginning of this Agreement as the “Contractor.”

1.10 “Contractor Project Manager” will have the meaning set forth in Section 2.3.

1.11 “Contractor Proposal” means the documents submitted by Contractor in response to the RFP, including any supplemental submittals, a true and correct copy of which is attached hereto as Exhibit “\_\_\_”.

1.12 “COTS Software” means the commercially available off-the-shelf software programs listed in Contractor’s Proposal.

1.13 “Detailed Design Specifications” means all documents in which design, development, production, installation, integration, implementation or maintenance of the Application, Platform or Service is addressed, including but not limited to the Technical Requirements and Specifications, electrical and mechanical schematic diagrams, programming specifications, flow charts, Source Code Documentation, reliability criteria, screen and report design specifications, Acceptance Criteria, Test Procedures, test plans, training materials and user documentation.

1.14 “Developed Software” will mean all Software included in the System that is not COTS Software or Prior Existing Software and includes, without limitation, those portions of the Software written for the Authority by Contractor or third parties on Contractor’s behalf in connection with the design, development, production, installation, integration, implementation and maintenance of the System.

1.15 “Effective Date” will mean the date of this Agreement, which in no event will precede the passing of a resolution by the Authority’s Board approving the Authority’s Executive Director to execute the Agreement on the Authority’s behalf.

1.16 “Expenses” will have the meaning set forth in Section 5.3 hereof.

1.17 “Final Acceptance” will mean the completion of testing and written acceptance by the Authority as provided in Article X hereof.

1.18 “Fine” means any administrative or breach based fine or penalty levied against the Authority specifically for its failure to be PCI compliant.

1.19 “Fixed Fee” will have the meaning set forth in Section 5.1 hereof.

1.20 “Hardware” means all electronic or mechanical hardware and other equipment included as part of the System, including third-party hardware, as set forth in the RFP, Proposal, and this Agreement.

1.21 “Indemnities” will have the meaning set forth in Article XVI hereof.

1.22 “Initial Warranty Period” will mean the period beginning with the mutual execution of this Agreement and ending \_\_\_\_\_ years after Final Acceptance.

1.23 “Maintenance and Support Agreement” will mean the agreement described in Article XI.

1.24 “PA DSS” means Payment Application Data Security Standard.

1.25 “PCI DSS” means Payment Card Industry Data Security Standards.

1.26 “PCI SSC” means Payment Card Industry Security Standards Council.

1.27 “Platform” means the robust business intelligence platform that consolidates, synthesizes and displays data from the Authority’s various data sources into a single system as described in the RFP, Proposal, and this Agreement. For purpose of clarification, and not by way of limitation, the Platform includes all manuals and documentation set forth in the RFP.

1.28 “Prior Existing Software” is any portion of the Software, other than COTS Software, created prior to commencement of design and development of the System which Contractor specifically identifies to the Authority in writing in Contractor Proposal or which is otherwise required to be provided in order for Contractor to deliver the Application, Platform or Service.

1.29 “Project” will mean the design, development, production, delivery, integration, and implementation by Contractor of the Application, Platform or Service including training by Contractor of Users to use and operate the System.

1.30 “Proprietary Information” will have the meaning defined in Section 15.1 hereof.

1.31 “Punch List” is a list of correctable problems determined and developed by the Authority’s Project Manager or between the Authority’s Project Manager and Contractor’s Project Manager as permitted by this agreement.

1.32 “RFP” is The Philadelphia Parking Authority’s Request for Proposals “Parking Management Application, Business Intelligence Platform and Customer Support Services, RFP No. 18-20, and all Exhibits annexed thereto and all addenda thereof, a true and correct copy of which is attached hereto as Exhibit “\_\_\_”.

1.33 “ROC” means Report on Compliance.

1.34 “Schedule” will mean the schedule for the Project set forth in Section 2.2 hereof.

1.35 “Scheduled Completion Date” will be July 31, 2019.

1.36 “Significant Failure” is defined as any defect or malfunction that impacts the full functionality of the Application, Platform or Service resulting in loss of information (including basic monitoring), data or an inconvenience to the Authority for a duration period in excess of 1 (one) hour.

1.37 “Software” will mean the integrated operating system, interface applications, database applications, workflow applications and any other software provided by Contractor, comprised of Developed Software, Prior Existing Software, COTS Software and any software preinstalled on or included as part of the Hardware, in machine-executable form, and related user documentation and any enhancements, modifications, or revisions of the foregoing and all copies of the foregoing.

1.38 “Subcontractor” will be a subcontractor providing services, software, or hardware for the Project, who has been approved by the Authority as provided in Article IV hereof.

1.39 “Subcontractor Agreement” is a written agreement between Contractor and a Subcontractor entered in connection with the Project, approved by the Authority in its sole discretion.

1.40 “System” is the completed Project implementing and integrating the Application, Platform and Service.

1.41 “Test Acceptance” will mean successful completion of the Test Procedures as acknowledged in writing by the Authority as described in Article X hereof.

1.42 “Test Procedures” will mean the test procedures that verify whether the Application, Platform or Service meets all of the Specifications and Technical Requirements.

1.43 “Specifications” means the description of the Application, Platform or Service as set forth in the RFP, Proposal and this Agreement.

1.44 “Technical Requirements” means the functional, technical and operational requirements of the Application, Platform or Service as set forth in the RFP, Proposal, and this Agreement.

1.45 “Training” will mean:

(a) Initial training on the System for the designated Authority staff to develop expertise in the following areas: back-office software, hardware and operational System functions, procedures, processes, reporting and capabilities. The training and certification includes identifying and fixing minor hardware maintenance and operational issues;

(b) on-site training in any area pertaining to the System during the first twelve (12) months after System completion;

(c) on-site training, in any area, at the Authority’s request, within twelve (12) months after Final Acceptance;

(d) on-site training on the operation, functions, procedures, processes, reporting and capabilities of the System;

(e) Training of contracted staff in the use of the System.

1.46 “Users” will mean the users of the System, namely, Authority employees, and consultants.

1.47 “Work Product” means all Developed Software, Source Code for Developed Software and any other materials or works or authorship, in whatever form, developed or created by Contractor (or Contractor’s Subcontractor(s)) for the Authority hereunder and any inventions, improvements, or discoveries therein, whether or not patentable, but excluding any Authority Data, Authority Provided Resources and Authority Specifications.

## ARTICLE II SCOPE OF WORK

2.1 The Project. Contractor agrees to complete the Project in accordance with the terms of this Agreement.

2.2 The Schedule: This Agreement will be implemented in Phases that may include several stages during each Phase as detailed in the RFP and as proposed in Contractor’s Proposal. Within ten (10) days of execution of this Agreement, Contractor will provide a Project schedule to the Authority for approval. Final Acceptance of the System must occur no later than July 31, 2019.

2.3 Project Manager. Contractor must appoint a qualified member of its staff, to act as project manager (“Contractor Project Manager”) subject to the approval of the Authority, such approval not to be unreasonably withheld. The Contractor Project Manager’s duties will include, but not be limited to, conducting the Project and acting as liaison between the Authority and Contractor, Contractor and Contractor’s Subcontractor(s), and the Authority and Contractor’s Subcontractor(s). The initial Contractor Project Manager selected by Contractor and approved by the Authority is \_\_\_\_\_. Contractor Project Manager must not be reassigned or removed by Contractor without cause without the written consent of the Authority Project Manager. If Contractor Project Manager is removed for cause by Contractor, Contractor must, in writing, notify the Authority (in advance if practicable and in all cases as soon as reasonably possible) of the reasons for the removal. Upon written request by the Authority, Contractor will replace Contractor Project Manager with an individual acceptable to the Authority. Without limiting the effect of failure to comply with any other section of this Agreement, failure to comply with the provisions of this Section may be deemed to be a material failure to perform under Section 20.1(e), and therefore a default of this Agreement. The Contractor Project Manager must coordinate Contractor’s services with Authority employees and parties performing other services or work for the Authority as requested by the Authority from time to time.

2.4 Project Management. The Contractor Project Manager must meet with the Authority Project Manager and other Authority representatives at least once every two (2) weeks to discuss the Project. The Contractor Project Manager must submit to the Authority Project Manager a reasonably detailed weekly progress report of all activity relating to the Project. The Contractor Project Manager and such other of Contractor’s employees as may be necessary must meet with the Authority’s representatives at such times and in such places as is reasonably requested by the Authority.

2.5 Key Personnel.

(a) Contractor is responsible for selecting qualified personnel to perform the Services required by this Agreement. Contractor is responsible for supervising all of its employees, monitoring the techniques used in the performance of work, and keeping its employees informed of improvements, changes, and methods of operation.

(b) Contractor acknowledges that its participation in this Agreement is based, in part, on the key personnel proposed by Contractor performing the functions proposed by Contractor. The Authority considers these individuals to be essential to the performance of the Agreement. Accordingly, Contractor agrees that the individuals listed as “key personnel” in the Contractor’s Proposal must perform the Services as proposed. No substitutions will be made without the prior written approval of the Authority Project Manager. Contractor must notify the Authority Project Manager twenty (20) days in advance of the proposed substitution. The notification must include (a) an explanation of the circumstances necessitating the proposed substitution, (b) a complete description of the qualifications of the proposed substitute, which must be equal to or greater than the individual to be replaced, and (c) any other information requested by the Contracting Officer. Contractor will have the right to transfer or replace any employee other than key personnel and to substitute other qualified personnel, provided that such transfer or replacement does not cause a delay in the performance of the Services, a downgrading of the quality of the Services, or increased cost to the Authority.



services provided by a third party through Contractor, including but not limited to wireless service and credit card processing. Contractor agrees to provide the necessary support to successfully integrate with any third-party service provider. There will be no cost to the Authority for discontinuance of services and all costs to the Authority associated with those discontinued services will end upon initiation of the replacement services. After providing notice to Contractor of the Authority's intent to change a service provider or terms of service, Contractor must immediately notify the Authority if there may be costs associated with initiation of the replacement services caused by the need to modify the Application, Platform, Service or a necessary component of Contractor's deliverables.

4.4 Subcontractor Relationship. Nothing contained herein or in any agreement between Contractor and a Subcontractor will create (1) any contractual relationship between the Authority and any Subcontractor at any time, or (2) any third-party beneficiary rights in any Subcontractor at any time. Contractor will at all times be responsible for the work and conduct of its Subcontractors at any tier while performing services pursuant to this Agreement and must ensure that its Subcontractors comply with all applicable terms and conditions of this Agreement. Nothing herein will negate any rights of the Authority based upon a separate agreement with any Subcontractor or under any warranty under any agreement which is assigned to the Authority.

4.5 Confidentiality Agreement. Prior to commencing work on the Project or to the disclosure of any Confidential Information to any Subcontractor (whichever is sooner), each Subcontractor must execute a Subcontractor Confidentiality Agreement (which will contain a provision ensuring that all work product developed by the subcontractor vests in Contractor) in a form acceptable to the Authority.

## ARTICLE V PAYMENT TERMS

5.1 Compensation. The Authority will pay Contractor in accordance with the Schedule of payments set forth in Article II and pursuant to the accepted costs set forth on the Cost Form of Contractor's Proposal ("Cost Form") ("Fixed Fee"). The Fixed Fee includes all cost items including, Subcontractors' fees, Expenses, Software and Hardware and any other cost items in the Cost Form.

5.2 Subcontractor's Fees. Contractor will be responsible for paying all Subcontractors out of Contractor's Fixed Fee as described above. On at least a monthly basis, Contractor must submit to the Authority a copy of those invoices Contractor has received from its Subcontractor(s).

5.3 Expenses. The Authority will not be responsible for any expenses of Contractor or Subcontractor, including, but not limited to, travel, lodging, meals, telephone, postage, occupancy, uniforms, background checks, hiring, training, etc. (the "Expenses"). All such expenses must be included in the Fixed Fee.

5.4 COTS Software and Hardware; Payment and Title. The Fixed Fee includes all costs and fees for the COTS Software licensed to the Authority and for any Hardware conveyed to the Authority under this Agreement as part of the Project. Title to each item of Hardware

provided by Contractor under this Agreement will pass to Authority on the earlier of (i) receipt by Contractor, (ii) payment by the Authority for that item; or (ii) delivery to the Authority or a User. Prior to the installation of Hardware by Contractor, risk of loss for Hardware will remain with Contractor. Contractor must insure all Hardware against loss or damage until risk of loss passes to the Authority. The RFP contains a list of the Hardware and Software and the quantities of each required for the Project. To the extent practical, Contractor must use shippers authorized by the Authority.

5.5 Hardware and Software. The price for Prior Existing Software, Developed Software, COTS Software and Hardware provided or modified by Contractor must be part of the Fixed Fee.

5.6 Reservation by the Authority. If Contractor fails to timely provide any Hardware or COTS Software required by the Project, the Authority reserves the right to purchase any of such Hardware and COTS Software which is available from commercial sources. If the Authority purchases any such Hardware or COTS Software, the Fixed Fee will be reduced by the greater of (i) the amount paid by the Authority for such items; or (ii) the portion of the Fixed Fee which Contractor had allocated to the acquisition of such items. So long as such Hardware and COTS Software is specified by Contractor as part of the Project, the exercise of this right will not relieve Contractor of its warranty obligations under this Agreement.

## ARTICLE VI CHANGE ORDERS

### 6.1 Contract Changes

(a) The Authority Project Manager may at any time, by written order direct any change to the Project within the general scope of the Agreement (“Change Order”); however, if such changes increase the aggregate Fixed Fee of the Agreement in any way or amount, such change must first be approved by the Authority’s Board. But for the Authority’s Board, no Authority employee, agent or representative, including the Authority Project Manager is authorized to direct any change that causes an increase to the Fixed Fee for the Project under this Agreement.

(b) If any change directed in writing by the Authority causes an increase or decrease in the cost of, or time required for, performance of any part of this Agreement, or otherwise affects any provision of the Agreement, Contractor must notify the Authority Project Manager in writing within five (5) business days of receipt of the written Change Order, and negotiate in good faith with the Authority, as appropriate, an equitable adjustment to the price and/or Schedule (or change to any other terms or conditions). The Authority Project Manager will issue a written modification to the Agreement, subject to the approval of the Authority’s Board, reflecting the terms of the equitable adjustment, which, if agreed to, will be signed by the Contractor Project Manager. The amounts payable for Change Orders will be subject to the provisions of Section 25.1(c). Contractor must not unreasonably delay or withhold its consent to any Change Orders.

(c) If the Authority desires to have Contractor enter into a separate services agreement covering subject matter related to the System, this Agreement or the Support and Maintenance Agreement, Contractor will review any such agreement presented by the Authority and negotiate such proposed terms in good faith with the Authority.

## ARTICLE VII HARDWARE AND SOFTWARE

7.1 In General. Hardware and Software provided to the Authority as part of the Project may be provided by Contractor or third parties. Software provided by third parties that is a standard, commercially available product will be COTS Software (as defined in Article I) provided that such Software (a) is not owned or exclusively licensed by Contractor, or (b) has not been customized for the Project. All Software will be Developed Software unless listed in Contractor's Proposal as COTS Software or otherwise identified in writing as Prior Existing Software.

7.2 COTS Software Licenses. All COTS Software and any Prior Existing Software not owned by Contractor must be licensed to the Authority directly from the primary owner or exclusive licensor, and not through Contractor, unless agreed in writing by the Authority.

7.3 Upgrades. Contractor must notify the Authority whenever Hardware or Software upgrades to the System, or any component of the System, become available. Upon notice of such upgrades, Contractor will provide the Authority with an analysis of the potential impact of the upgrades on the System. This analysis should include, at a minimum, the following:

- (a) A description of the compatibility with the System;
- (b) Infrastructure improvements required to support the upgrade;
- (c) Potential increases or decreases in equipment performance;
- (d) The availability of product support for the current (older) version of the operating system or third-party software;
- (e) The cost, if any, of the upgrade, including testing and any other tasks which may be associated with the upgrade.

The Authority, in its sole discretion, will determine whether to implement any upgrades. Any upgrade performed on the System will be subject to the terms and conditions of this Agreement. If reasonable, upgrades will be performed in parallel to production so testing can be completed.

### 7.4 Updates.

(a) During the Term of this Agreement, Contractor must make updates to the Software and Hardware as they become available at no additional cost to the Authority. Upon Contractor's discovery of the necessity for an Update, Contractor must provide written notice including the change control of the Update to the Authority's Project Manager.

(b) Prior to the implementation of any Update, Contractor must test the Update and provide an environment for the Authority to verify that the Update functions as designed and will not negatively impact the System.

(c) The change control must include a detailed description of the necessity for the update, the testing performed or to be performed and the rollback plan.

(d) Critical security patches must be applied no later than one (1) month from its release.

7.5 System Monitoring. The Contractor must be responsible for routine maintenance of the System, System files, diagnosing and effecting correction of all problems that impact operation of the System and its data.

7.6 The Contractor must employ System monitoring devices, programs, and diagnostic tools to ensure that all aspects of the System are operating properly, and the System is meeting all specified performance criteria. This work must include, but not be limited to the following:

(a) Monitor disk usage to verify adequate empty disk space available for program usage and data files (i.e., temporary files, logs, etc.).

(b) Monitor logs to verify log files are saved to separate system (e.g. a syslog server). Log files must be retained for 1 year with 3 months being immediately available for analysis (PCI requirement 10.7).

(c) Monitor the database to verify database operation and ensure its performance is within acceptable tolerances and implement corrections to maintain acceptable performance.

(d) Monitor the System, to ensure its performance is within acceptable tolerances and meets the operational availability requirements.

7.7 Cyber Events and Vulnerabilities. The Contractor must monitor, evaluate, track, log, and immediately report on all cyber security events and vulnerabilities or other vulnerabilities related to the Software used in the System. The Contractor must work with the Authority to address any identified vulnerabilities and mitigate all security/malware/virus alerts.

## ARTICLE VIII OWNERSHIP OF WORK PRODUCT; LICENSES

8.1 Ownership of Work Product. Contractor will own all right, title and interest to all Work Product.

8.2 License to Work Product and Prior Existing Software. Contractor hereby grants the Authority a fully paid-up, royalty free, perpetual, irrevocable, worldwide, non-exclusive license to access, use, execute, copy, perform, reproduce, transfer, display, distribute, sublicense (to Users) the Work Product and Prior Existing Software, including but not limited to the right to create and use interfaces between the Work Product and other systems and software used by the Authority, and to create derivative works therefrom, for any purpose in support of the Authority's performance of its functions and responsibilities, including but not limited to the purposes specified in or contemplated by this Agreement and the Detailed Design Specifications. The Authority will not make any use of the Prior Existing Software or Work Product except as permitted under this Agreement, the Support and Maintenance Agreement or the Source Code Escrow Agreement.

8.3 COTS Software Licenses. Contractor or its subcontractors, as the case may be, must obtain licenses to COTS Software required for the System in the Authority's name. Contractor will provide a copy of all COTS Software license terms to the Authority for review and approval prior to making any COTS Software license purchases.

8.4 Ownership of Authority Materials. As between the parties, the Authority will own and retain all right, title and interest in and to the Authority Data, Authority Provided Resources and Authority Specifications (collectively, "Authority Materials"). The Authority grants Contractor a limited, fully paid-up, non-exclusive right and license to use, access, copy, reproduce, display, and create derivative works of the Authority Materials for the sole purpose of performing its obligations under this Agreement and the Support and Maintenance Agreement and only for so long as it is performing such obligations.

## ARTICLE IX LIQUIDATED DAMAGES

9.1 RESERVED.

9.2 RESERVED.

9.3 RESERVED.

9.4 RESERVED.

## ARTICLE X TESTING; QUALITY ASSURANCE

10.1 RESERVED.

10.2 RESERVED.

10.3 RESERVED.

10.4 RESERVED.

ARTICLE XI  
ADDITIONAL SUPPORT

11.1 RESERVED.

11.2 RESERVED.

11.3 RESERVED.

11.4 RESERVED.

11.5 RESERVED.

11.6 RESERVED.

ARTICLE XII  
TRAINING

12.1 RESERVED.

ARTICLE XIII  
REPRESENTATIONS AND WARRANTIES

13.1 Functional Warranty. Contractor warrants, represents and covenants during the Initial Warranty Period, that the System will operate in conformance with the Detailed Design Specifications and as an integrated system, at no additional cost to the Authority. In the event the System does not operate in conformance with the Detailed Design Specifications and/or as an integrated system during the Initial Warranty Period and provided that the System is used as authorized, contemplated and intended, Contractor must immediately resolve the problem at its sole expense. The foregoing warranty will not apply in any instance where a System deficiency was caused by the negligence, abuse or neglect of the Authority or use by the Authority in a manner not authorized, contemplated or intended.

13.2 PCI-DSS and PA-DSS Warranty. Contractor warrants, represents and covenants that it will comply with and has a program to assure Contractor's continued compliance with, or enter into an agreement with a third party provider of payment processing services that ensures compliance with the PCI-DSS published by the PCI Security Standards Council, as the PCI-DSS may be amended, supplemented, or replaced from time to time, and as applicable to the

transactions processed through Contractor. Contractor further warrants, represents and covenants that all Contractor Hardware or Software that is provided to the Authority to be used to process financial or payment card transactions (including any processing, storing or communication of transaction data or Cardholder Data) is in compliance with the PCI-DSS. Contractor must report in writing to the Authority, at a minimum annually, proof of such compliance as described in Article III. If Contractor becomes aware that it or its service provider is not, or will not likely be, in compliance with PCI-DSS for any reason, Contractor will promptly report in writing to the Authority the non-compliance or likely non-compliance. All Software must be PA-DSS compliant and installed by a certified quality integrator and reseller (“QIR”).

13.3 No “Time Bombs” or “Open Source” Warranty. Contractor warrants, represents and covenants that the System is 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.

13.4 Viruses. Contractor warrants, represents and covenants that, as delivered, at the time of completion of each phase of the Schedule and at the time of Final Acceptance, the Contractor will utilize a prevailing industry standard anti-virus program and ensure that the System, excluding COTS Software and third party Hardware, will not contain any viruses, Trojan horses, worms, logic bombs or other destructive routines, including but not limited to any codes or instructions that may be used to modify, damage or disable the Authority’s computer systems, or any other computer system to which the System may be connected, or interferes with the operation of the System. In the event Contractor becomes aware of any such viruses and/or destructive routines in the System, Contractor will use its best efforts to provide notice to the Authority and make available assistance and corrections to the System at no cost to the Authority. With respect to the COTS Software and third party Hardware, Contractor will utilize a prevailing industry standard anti-virus program to help ensure that such items will not contain any viruses, Trojan horses, worms, logic bombs or other destructive routines, including but not limited to any codes or instructions that may be used to modify, damage or disable the Authority’s computer systems, or any other computer system to which the System may be connected, or interfere with the operation of the System. In the event Contractor becomes aware of any such viruses and/or destructive routines in the System, Contractor will use its best efforts to provide notice to the Authority and use best efforts to make available assistance and corrections to the System at no cost to the Authority.

13.5 Hardware Warranties. Contractor warrants, represents and covenants that upon installation all Hardware will: (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 will operate correctly and in conformance with the Detailed Design Specifications and the applicable manufacturer's documentation during the Initial Warranty Period or the length of the manufacturer’s warranty,

whichever is longer. Contractor must repair or replace at its sole cost and expense, within 24 hours of reporting by the Authority any Hardware that fails to comply with the foregoing warranty.

13.6 Third-Party Software and Hardware Warranties. Contractor must ensure that all applicable vendors' warranties for third party Hardware purchased as part of the System are assignable to the Authority and Contractor will assign such warranties to the Authority and provide the Authority with a copy of each manufacturer's warranty for each item of Hardware. Contractor must use commercially reasonable efforts to ensure that all applicable vendors' warranties for third party Software purchased as part of the System are assignable to the Authority and Contractor will, to the extent permitted by third party Software licensors, assign such warranties to the Authority and provide the Authority with a copy of each such warranty.

13.7 Warranty of Non-Infringement. Contractor warrants, represents and covenants that, to its knowledge, the System, the Work Product, Contractor services and the services provided by its subcontractor(s) 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.

13.8 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.

13.9 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.

13.10 Operational Reliability Warranty. Contractor represents and warrants that the System meets the reliability criteria set forth in this Agreement for the Term of this Agreement. In addition to the remedies set forth in this Agreement and to the extent that Section 13.5 does not apply, Contractor must repair or replace, within twenty-four (24) hours of an Authority report, any Hardware that fails to comply with the foregoing warranty.

13.11 Personnel Warranty. Contractor warrants, represents and covenants that it is able to and will assign an adequate quantity of employees and subcontractors to the Project to meet the Schedule and all requirements of this Agreement, that all employees and subcontractors assigned to the Project will have the necessary training, education and experience to perform the

tasks to which they are assigned, and that all services will be provided in a workmanlike and professional manner.

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

13.13 Warranties/Remedies Cumulative. Each warranty set forth herein will be cumulative and in no way limit any other warranty whether express or implied. The Authority will be entitled to any remedy expressly set forth herein as well as any other remedy available in law or equity. Nothing in this Article will limit the right of the Authority to liquidated damages.

#### ARTICLE XIV

##### TAXES

14.1 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, price or rates stated in the 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.

14.2 Contractor will be responsible for the payment of any tax, duty (whether customs, import, antidumping or countervailing), fee or cost of any governmentally imposed permit, license or similar authorization required to render complete performance under the Agreement. 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 must indemnify and hold harmless the Authority against liability for the failure of the Contractor to pay any such taxes, fees or other costs. Contractor also certifies that it has obtained a Commercial Activity License from the City of Philadelphia and its ID. No. is: \_\_\_\_\_ . Contractor further certifies that its Federal Tax ID. No. is \_\_\_\_\_ .

#### ARTICLE XV

##### CONFIDENTIALITY

15.1 Confidentiality of Proprietary Information. Each party will maintain all information which the other party has disclosed in negotiations prior to execution of this

Agreement and 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, financial plans and strategies, User and employee information (whether disclosed by the Authority or Users), documentation, services, 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 Project, as the strictly secret and confidential proprietary information of the disclosing party ("Proprietary Information"). With respect to the Authority, its "Proprietary Information" as used herein also includes all Work Product, including but not limited to the Developed Software and Detailed Design Specification. Each party will 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 Project 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:

- (a) not to make any use whatsoever of the other party's Proprietary Information, except as required to complete the Project or use the System;
- (b) not to reveal or disclose to any third party the other party's Proprietary Information, except in confidence and as otherwise required to complete the Project;
- (c) that the other party's Proprietary Information submitted in tangible form, such as drawings, sketches, reports and similar items will be promptly returned to the other party upon the earlier of termination of this Agreement or completion of the Project, except to the extent such Proprietary Information needs to be retained by the Authority in order to use the System; and
- (d) that prior to disclosing any of the other party's Proprietary Information to a third party, the disclosing party will (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.

15.2 Exclusions. Except as expressly provided in this Article, Proprietary Information will not include disclosure of information or data which either party can conclusively prove is: (a) known to such party prior to its receipt from the other party without a limitation or obligation of confidentiality under another agreement; (b) independently developed by such party without use of the other party's Proprietary Information or data; (c) in the public domain at the time of disclosure through no fault of such party; (d) received from a third party with a legal or contractual right to disclose such information or data; or (e) required to be disclosed as a result of a legal obligation to do so, provided, however, that such party must provide thirty (30) days' prior written notice to the other party of its intention to disclose such information.

15.3 Injunctive Relief. Each party understands that in the event it fails to comply with this Agreement, the other party may suffer irreparable harm which may not be adequately compensated for by monetary damages alone. Each party, therefore, agrees that in the event of its breach or threatened breach of this Article only, the other party may be entitled to injunctive (without the requirement for posting of a bond) and/or other preliminary or equitable relief, in addition to any other remedies available at law. If either party prevails in any action at law or in equity to enforce these provisions of this Agreement, the other party will pay the prevailing party's cost and expenses, including reasonable attorneys' fees.

## ARTICLE XVI INDEMNIFICATION

16.1 General Indemnification. The Contractor agrees to defend, indemnify and hold the Authority, its officers, agents and employees ("Indemnities"), harmless against any and all claims, lawsuits, judgments, costs, and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Contractor's breach of any of the terms or provisions of the contract, or by any other negligent or strictly liable act or omission of Contractor, its officers, agents, employees, or subcontractors, in the performance of the contract; except that the indemnity provided for in this section will not apply to any liability resulting from the sole negligence or fault of the Authority, its officers, agents, or employees and in the event of joint and concurrent negligence or fault of Contractor and the Authority, responsibility, and indemnity, if any, will be apportioned comparatively in accordance with the laws of the State of Pennsylvania, without waiving any governmental immunity available to the Authority under Pennsylvania law and without waiving any defenses of the parties under Pennsylvania law. The provisions of this section are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

16.2 Infringement Indemnification. Contractor will, at its sole expense, indemnify, defend and hold harmless Indemnities from and against any third party action, suit or other proceeding to the extent that it is based on a claim that the System, or any portion thereof, when used as authorized, contemplated or intended, infringes any U.S. patent, trade secret, trademark or copyright or any other intellectual property right of any third party. Should Indemnities become or, in Contractor's opinion, be likely to become the subject of a claim of infringement of a patent, trademark, trade secret or copyright, or other third-party proprietary right, Contractor will at its option: (a) procure for the Authority, at no cost to the Authority, the right to continue to use the System; or (b) replace or modify the System or the portion thereof which is the subject of the claim, at no cost to the Authority to make the System or portion thereof non-infringing, provided that the same function is performed by the replaced or modified System. In the event that Contractor is unable to do either of the foregoing, Contractor must refund all amounts paid under this Agreement.

16.3 Environmental Indemnification. Contractor agrees to defend, indemnify and hold harmless Indemnities, irrespective of any fault or negligence on their part, from and against all losses and liabilities, fines, penalties, forfeitures, demands, claims, causes of action, suits, costs and expenses incidental thereto (including costs of defense and attorneys' fees), which may arise from the existence, discharge, release, and/or disposal of any materials, including any wastes, generated in connection with Contractor's performance of Services pursuant to this Agreement.

16.4 PCI-DSS Indemnification.

(a) Contractor agrees to defend, indemnify and hold the Indemnities harmless from any claims, fines, damages, causes of action, costs and expenses arising out of or related to any breach of the warranty set forth in Section 13.2. In the event that security vulnerabilities are identified on Contractor's Software, Contractor will promptly notify the Authority and will provide instructions to mitigate risk of that vulnerability being exploited. Contractor will provide a patch release or security update within thirty (30) days of a security vulnerability being discovered, and will provide support as necessary to properly deploy the patch or security update.

(b) Notwithstanding anything in this Agreement to the contrary, if a Fine is charged or owed due to Contractor's failure to make the PCI environment PCI Compliant as set forth in this Agreement, Contractor will indemnify, defend, and hold the Authority harmless from and against such Fine. If a Fine is charged or owed due in material part to the Authority, including the Authority's hardware, software, network (excluding the services provided by another contractor), Contractor will have no indemnity obligations related to such Fine, provided that Contractor has notified the Authority that it is unable to be PCI Compliant due to the Authority prior to the assessment of such Fine. If a Fine is charged or owed partially due to Contractor's failure to make the PCI environment compliant, Contractor will only be liable for its proportionate amount of such Fine as determined based on any specific percentage attribution of causation determined by the entity charging, determining, or owed the Fine, or if no such attribution is specified, on a pro rata basis between Contractor and the other parties identified as responsible for such failure.

16.5 Contractors Obligations. Contractor will indemnify Indemnities from any costs, damages, losses, liabilities, expenses and fees incurred by Indemnities which are attributed to any of the claims set forth in this Article (including but not limited to reasonable attorneys' fees). Contractor will have the right to compromise or settle a claim at its sole expense, subject to the Authority's prior written approval (not to be unreasonably withheld or delayed) and provided such compromise or settlement does not prejudice the Authority's rights hereunder. Otherwise, Contractor will have no authority to settle any claim on behalf of Indemnities. If Contractor fails to defend Indemnities against any such action, the Authority may defend the Indemnities and settle any matter as it in its sole discretion deem appropriate. Contractor will further indemnify Indemnities for fees, including attorneys' fees, which are attributed to the Authority's or Indemnities' defense against such action. The indemnifications set forth in this Article will survive termination of this Agreement for any reason.

ARTICLE XVII  
INSURANCE

17.1 Insurance. During the term of this Agreement, Contractor must provide and maintain insurance as required and detailed in the RFP (collectively, the “Required Insurance Policies”).

17.2 General Requirements and the Provision of Certificates and Policies.

- (a) All of the Required Insurance Policies must:
- (i) be issued by companies acceptable to the Authority and licensed to do business in Pennsylvania, having a Best's rating of A- or higher and a Best's financial size category of VII or higher;
  - (ii) be in the minimum amounts set forth in the RFP or such greater amounts as the Authority may from time to time reasonably require;
  - (iii) be written on an “occurrence” basis;
  - (iv) be primary with respect to any other insurance maintained by or for the Authority;
  - (v) incorporate a cross liability endorsement; and
  - (vi) provide that such insurance policies may not be changed, canceled or expire without at least thirty (30) days' prior written notice to the Authority.
- (b) On the Effective Date of this Agreement, Contractor will submit to the Authority for its approval as to form and sufficiency of coverage, a certificate of insurance for each of the Required Insurance Policies which certificate must evidence that the policies satisfy the requirements set forth in the RFP and this Agreement. Within fifteen (15) days of the Authority's written request, Contractor must provide the Authority with certified copies of the Required Insurance Policies.
- (c) At least fifteen (15) business days prior to the expiration date of any Required Insurance Policy, Contractor must furnish to the Authority a new certificate evidencing the renewal or replacement of the expiring coverages. The insurance certificate must comply with the requirements set forth in this Section.
- (d) If at any time Contractor neglects or otherwise fails to maintain any of the Required Insurance Policies, the Authority may (but is in no event required to) with or without notice to Contractor, procure the Required Insurance Policies which Contractor failed to maintain. The cost thereof is Contractor’s responsibility and may, at the Authority's election, be

deducted from any amounts due to Contractor pursuant to the terms of this Agreement, together with interest on the amount advanced at the prime rate plus two percent (2%) from the date such costs were incurred by the Authority until the amounts are set off. The prime rate will be the prime rate announced as such in the Wall Street Journal.

(e) Contractor will pay all insurance deductibles with respect to all claims for coverage under the Required Insurance Policies as such claims are or have been submitted by Contractor to any of Contractor's insurance carriers.

17.3 Notice of Insurance Claims. Contractor must give the Authority and the insurance carrier prompt written notice of any claims of which Contractor has knowledge made, pending or threatened against the Authority or Contractor relating to this Agreement.

## ARTICLE XVIII TERM AND TERMINATION

18.1 Term. This Agreement is not effective and will not commence until the Effective Date and thereafter will continue in full force and effect for five (5) years ("Initial Term") unless and until terminated as provided below. At the end of the Initial Term, the Authority may, at its sole discretion, extend the Agreement for two (2) additional one (1) year terms by providing sixty (60) days written notice.

18.2 Termination for Convenience. In addition to the rights specified in Article XVIII, the Authority has the right, upon fifteen (15) days' prior written notice to the Contractor to terminate the Agreement or performance of any portion of the Agreement by Contractor without cause. Such termination will be considered a termination for the convenience of the Authority. After receipt of a notice of termination, and except as otherwise directed by the Authority, the Contractor must:

- (a) Stop the performance of all or the portion of the Agreement specified by the Authority on the date and to the extent specified in the notice of termination;
- (b) Place no further subcontracts or orders for materials, equipment, services, facilities or other items, except as may be necessary for completion of performance of such portion of the Agreement as is not terminated;
- (c) Terminate all subcontracts to the extent that they relate to the performance of the portion of the Agreement which is terminated;
- (d) Assign to the Authority, in the manner and to the extent directed by the Authority, all the rights, title and interest of the Contractor under the terminated subcontracts;

(e) Settle all outstanding liabilities and all claims arising out of such termination of subcontracts with the approval or ratification of the Authority, which approval or ratification will be final for the purposes of this Article;

(f) Transfer title to the Authority of any Hardware or Software (including spares) obtained for the System or, if directed by the Authority, use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) reasonably authorized by the Authority, any such Hardware; provided, however, that the Contractor may acquire any such Hardware itself under the conditions prescribed by and at a price(s) approved by the Authority; provided further, however, that the proceeds of any such transfer or disposition will be delivered to the Authority and applied in reduction of any payments to be made by the Authority to the Contractor under this Agreement;

(g) Complete performance in accordance with the Agreement of any such part of the Project which has not been terminated by the notice of termination;

(h) Take such action as may be necessary, or as the Authority may direct, for the protection and preservation of the property related to this Agreement which is in the possession of the Contractor and in which the Authority has or may acquire an interest; and

(i) Submit to the Authority, within ninety (90) days from the termination notice, a list, certified as to quantity and quality, of any or all items of termination inventory and previously disposed of items, exclusive of items for which the disposition has been directed or authorized by the Authority; the Contractor may request the Authority to remove such items or enter into a storage agreement covering the same, provided that the list submitted will be subject to verification by the Authority upon removal or storage of the items, and any necessary adjustment to correct the list as submitted must be made prior to final settlement.

18.3 Termination Claim. After receipt of a notice of termination for convenience, the Contractor must submit to the Authority its termination claim in the form prescribed by the Authority. Such claim must be submitted promptly, but in no event later than ninety (90) days after receipt of a termination for convenience notice from the Authority. Upon failure of the Contractor to submit its termination claim within the time allowed, the Authority may determine on the basis of information available to the Authority the amount, if any, due to the Contractor by reason of the termination and will thereupon pay the Contractor the amount so determined. Subject to Article XIX, the Authority's decision will be final and binding.

18.4 Termination Costs. In the event that the Authority terminates the Agreement, in whole or in part, for convenience, the Authority will pay the Contractor the termination costs which will be, if appropriate and reasonable and not already paid as of the notice of termination: (a) the amount specified in this Agreement for the portion of the System completed and accepted by the Authority up to the notice of termination, (b) \$\_\_\_\_\_ per hour for the work performed on any portion of the System that has not been accepted by the Authority as of the notice of

termination, subject to the Authority's reasonable determination that such work was necessary and properly performed, (c) an amount equal to direct actual costs incurred in the performance of actions to be taken pursuant to Section 18.2(g) hereof; and (d) an amount equal to the cost of non-cancelable and non-returnable material and equipment which has been specifically obtained for the purposes of this Agreement but not installed as part of the System and which Contractor cannot resell or use on a different project, which equipment the Contractor will deliver to the Authority; provided that such agreed termination costs by the Authority and the Contractor will not exceed the Fixed Fee as reduced by the amount of payments otherwise made with respect to the performance of the Agreement and as further reduced by the amount payable under this Agreement for the performance of any portion of the Agreement not terminated. Payment of the termination costs will constitute an accord and satisfaction of the Contractor's rights in the event of a termination for convenience. Except for the right to be paid the termination costs, the Contractor will have no right or claim to any moneys or damages with respect to a termination for convenience and will make no other claim in the event of such a termination. If the Authority and the Contractor are unable to agree on the amount of the final payment within six (6) months after the Contractor's submittal of its termination claim, the amount will be determined pursuant to Article XIX.

18.5 Ownership and Licenses. Rights (including licensed rights) to all parts of the System in respect of which reimbursement is made by the Authority to the Contractor as herein provided will, upon such reimbursement, pass to and vest in the Authority unless already vested under another provision of this Agreement, or unless the Authority directs otherwise, and must be delivered to the Authority or otherwise disposed of in accordance with the Authority's instructions.

18.6 Survivability. Any and all provisions of this Agreement which by their nature would reasonably be expected to be complied with or performed after the expiration or termination of this Agreement, will survive and be enforceable after the expiration or prior termination of this Agreement. Without limiting the generality of the foregoing or any provision in this Agreement expressly providing for survival, the provisions of Articles IX (Liquidated Damages), VII (Hardware and Software;), VIII (Ownership of Work Product; Licenses), XIII (Representations and Warranties), XV (Confidentiality), XVI (Indemnification) and XXV (Audit) and Article XI (Additional Support) will survive termination of this Agreement regardless of the reason for termination.

18.7 Winding Down. Upon the expiration or Termination of this Agreement, there will be a winding down period of not more than 180 days during which the parties' mutual obligations, including Contractor's performance, under this Agreement will continue. During this period, Contractor must assist the Authority and its agents with the transfer of data and any other such information necessary to maintain and continue the System. In addition to the requirements of this Article, Contractor will, at least thirty (30) days prior to the beginning of the winding down period, collaborate with the Authority and its agents or contractors to create a

transition plan to ensure that the System will continue to function as designed after the expiration or Termination of this Agreement.

## ARTICLE XIX DISPUTE RESOLUTION

19.1 Resolution of Claims and Disputes. The parties will make reasonable efforts to reach a negotiated resolution of any claim or dispute arising out of the interpretation, application, implementation or performance of this Agreement before seeking legal relief.

19.2 Injunctive Relief. Notwithstanding the foregoing, the Authority will have the right to initiate an action in the Philadelphia County Court of Common Pleas for temporary, preliminary or permanent injunctive relief.

19.3 Continuation of Work During a Claim. Unless otherwise ordered by the court or requested by the Authority, at all times during the course of a claim (including litigation), the Contractor must proceed diligently with performance of the Agreement and continue to work as directed by the Authority Project Manager, in a diligent manner and without delay, and will be governed by all applicable provisions of the Agreement. During the pendency of the claim or dispute (including litigation), the Authority will make payments of undisputed amounts in accordance with the Agreement.

## ARTICLE XX DEFAULT

20.1 In addition to any other right or remedy provided under this Agreement or otherwise available at law or equity, the Authority may, by written notice of default to the Contractor, terminate the Agreement in whole or in part if the Contractor:

(a) fails to deliver any or all of the System within the time specified in the Schedule as a result of Contractor delays, which includes delays by any of Contractor's subcontractors, agents or suppliers. Except for third parties covered by the preceding sentence, the Authority acknowledges that Contractor will not be held liable for third party delays such as delays caused by the Authority or its agents;

(b) fails to make progress, so as to endanger timely performance under the Agreement as a result of Contractor's actions, which includes the actions of any of Contractor's subcontractors, agents or suppliers. Except for third parties covered by the preceding sentence, the Authority acknowledges that Contractor will not be held liable for delays caused by the Authority or its agents;

(c) fails to make prompt payment to Subcontractors, suppliers or labor;

(d) fails to comply with Laws as defined in Section 24.1;

- (e) fails to perform any of the other material provisions of the Agreement; or
- (f) does any of the following:
  - (i) seeks, consents to, acquiesces in or suffers the appointment of a receiver of all or a material part of the Contractor's property or income;
  - (ii) admits in writing the Contractor's inability to pay the Contractor's debts as they mature;
  - (iii) makes a general assignment for the benefit of creditors;
  - (iv) files a voluntary petition in bankruptcy or a petition or answer seeking reorganization, an arrangement with creditors or an advantage under any present or future Federal, state or other law relating to bankruptcy, reorganization, insolvency, readjustment of debts, dissolution or liquidation or similar relief, or files an answer admitting the material allegations of a petition filed against the Contractor in any proceeding under any such law;
  - (v) is adjudicated as insolvent or is subject to an involuntary petition in bankruptcy, and such adjudication or filing is not set aside or terminated within thirty (30) days; or
  - (vi) experiences an attachment levied or a judgment executed against all or any material part of the Contractor's property or income and the same is not discharged within thirty (30) days.

20.2 Except as otherwise provided herein, if the Contractor fails to remedy to the Authority's satisfaction the breach or default of any of the terms, covenants, or conditions of this Agreement within ten (10) days after receipt by the Contractor of written notice from the Authority setting forth the nature of said breach or default, or comply with Section 20.3 below, the Authority will have the right to terminate the Agreement for default. Any such remedial action taken by the Authority or termination for cause will not in any way operate to preclude the Authority from also pursuing all other available remedies against the Contractor and its sureties for said breach or default. In the event that the Authority elects to waive its remedies for any breach by the Contractor of any covenant, term or condition of this Agreement, such waiver by the Authority will not limit the Authority's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

20.3 With respect to defaults which cannot be cured within ten (10) days, and for which the Authority determines at its sole discretion that an extended cure period does not materially adversely impact the Authority, the Contractor must, within ten (10) days from notice of default, substantiate why a cure is not possible within the aforesaid ten (10) day period, give written assurance of how and when it will remedy the breach or default (not to exceed sixty (60)

days from such notice, or such longer period as the parties may mutually agree), and diligently pursue the cure of such breach or default. If the Contractor has not completed the cure within the specified period or is not in the sole discretion of the Authority diligently pursuing such cure, the Authority may exercise its rights hereunder without providing the Contractor any further opportunity to cure.

20.4 If the Authority terminates this Agreement, in whole or in part, for default, the Contractor will not be entitled to receive any further payment for the portion of the Agreement which is terminated and must repay to the Authority any payments made by the Authority in excess of the costs for the System delivered by the Contractor and accepted by the Authority and the training performed by Contractor. In no event will the Authority be liable to the Contractor for the design, development or procurement of any part of the System not delivered and accepted by the Authority. In addition to any other rights provided in this Article, the Authority may require the Contractor to transfer title and deliver to the Authority, in the manner and to the extent directed by the Authority, any portion of the System and spare parts specifically developed or specifically acquired for the performance of such part of this Agreement as has been terminated; and the Contractor will, upon direction of the Authority protect and preserve property in possession of the Contractor in which the Authority has an interest for a reasonable period of time. In determining whether to direct the Contractor to protect and preserve property in which the Authority has an interest, the Authority will consider, but not be liable for, the cost to the Contractor of storing such property. Payment for completed portions of the System delivered to and accepted by the Authority will be at the price stated in this Agreement. The Authority may withhold from amounts otherwise due the Contractor for such completed portions of the System, such sum(s) as the Authority deems necessary to protect the Authority against any loss arising in connection with outstanding liens or claims of former lien holders. The Authority may procure, upon such terms and in such manner as the Authority may deem appropriate, work similar to that so terminated, and the Contractor will be liable for any “excess costs” for such similar work (i.e., “excess costs” are equal to the difference between the amounts which would have been payable under the Agreement for the terminated portion of the Agreement and the total costs incurred by the Authority for such similar work including, without limitation, its costs in arranging for and procuring such similar work); provided however, that the Contractor will continue performance of this Agreement to the extent not terminated under the provisions of this Article. Without limiting the foregoing, until such time as Final Acceptance has been completed, in the event that this Agreement is terminated for default by the Contractor, in addition to any other remedies, the Authority may return all Hardware and Software to the Contractor and receive a full refund for these items.

## ARTICLE XXI ENVIRONMENTAL COMPLIANCE

21.1 In General. Contractor must comply with all applicable federal, state, and local laws, regulations, ordinances, and orders concerning the environment and/or waste disposal.

21.2 Disposal. Contractor must dispose of any wastes, including hazardous wastes, generated in connection with its performance of this Agreement in accordance with applicable Federal, State, and local laws, regulations, ordinances, and orders, at its sole expense, using its own EPA generator number. In no event will the Authority be identified as the generator of any such wastes. Contractor will be identified on all manifests, etc. as the generator of such wastes. The Authority reserves the right to require Contractor to provide a copy of the results of any tests conducted by or for Contractor on any such wastes and, at the Authority's expense, to perform additional tests or examinations of any such wastes prior to disposal.

21.3 Contractor's Performance of Services. Contractor agrees to defend, indemnify and hold harmless the Authority, its officers, directors, employees, agents, servants, successors, assigns and subsidiaries, irrespective of any fault or negligence on their part, from and against all losses and liabilities, fines, penalties, forfeitures, demands, claims, causes of action, suits, costs and expenses incidental thereto (including costs of defense and attorneys' fees), which may arise from the existence, discharge, release, and/or disposal of any materials, including any wastes, generated in connection with Contractor's performance of Services pursuant to this Agreement.

21.4 Contractor Inclusion and Enforcement. Contractor must include, and enforce, this Article in all subcontracts or lower tier purchasing agreements.

## ARTICLE XXII

### FAIR EMPLOYMENT PRACTICES/EQUAL OPPORTUNITY

22.1 Contractor agrees to abide by the Authority's policy and practice to ensure that all business organizations receive fair and equal consideration and treatment without regard to race, color, religion, sex, or national origin of the owners or principals of the business organization. In addition, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, sex, color, religion or national origin and that it will comply in all respects with the Americans with Disabilities Act, 42 U.S.C. 12101 et. seq.

22.2 Subcontractors. Contractor will include the provisions of Section 22.1 in subcontracts involving Services to be performed or supplies to be furnished under this Agreement, unless exempted by rules, regulations, or orders of the U.S. Secretary of Labor.

## ARTICLE XXIII

### PERFORMANCE BOND

23.1 From the Effective Date until Final Acceptance, the Contractor will obtain and maintain the performance bonds more particularly described in the RFP and will deliver proof of the same to the Authority from time to time during such period as reasonably requested by the Authority. Upon Final Acceptance, the Contractor will be entitled to terminate and release such performance bonds. The liability of the surety is limited to the penal sum of the bond as written or amended with sureties consent.

ARTICLE XXIV  
COMPLIANCE WITH LAW, RULES, ETC.

24.1 Statutes. Contractor must comply with all federal, state and local statutes, laws, rules, regulations and ordinances, including, without limitation, copyright and patent laws (collectively, the “Laws”) that bear on performance of the work under this Agreement.

24.2 Permits and Licenses. Contractor must procure, at its sole cost and expense all necessary permits or licenses required for performance of the work under this Agreement.

24.3 Right to Know Law Provisions.

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

(b) 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.

(c) 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.

(d) 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.

(e) 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.

(f) If the Contractor fails to provide the Requested Information as provided in section (d). (“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.

(g) 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.

(h) 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.

(i) 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.

#### 24.4 Conflicts of Interest.

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

(b) To the best of Contractor’s knowledge, no Authority member or officer, and no employee of the Authority has any interest (whether contractual, non-contractual,

financial or otherwise) in this transaction or in the business of Contractor. If such transaction comes to the knowledge of the Contractor at any time, a full and complete disclosure of such information must be made to the Authority.

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

## ARTICLE XXV AUDIT

25.1 Audit and Inspection of Records. The Authority reserves the right to inspect, copy and audit the records of Contractor and subcontractor(s) ("Contractor's Records") in connection with all matters related to the Agreement.

(a) Performance and Compliance. The Authority will have the right to examine, copy and audit Contractor's Records in order to evaluate compliance of Contractor with legislative and legal requirements as well as all requirements under the terms, conditions, specifications and provisions of the Agreement.

(b) Noncompetitive Proposals. The Authority will have the right to examine, copy and audit Contractor's Records, if necessary, to permit adequate evaluation of cost and pricing data related to the original proposal, along with the computations and projections used therein. If this audit is performed subsequent to the award of a contract, the Authority reserves the right to utilize Contractor's incurred costs to date for its evaluation of Contractor's proposal.

(c) Change Orders and Modifications. The Authority will have the right to examine, copy and audit Contractor's Records, if necessary, to evaluate cost and pricing data related to change order proposals and modifications to the Agreement and any associated computations and projections, as well as to evaluate Contractor's performance of and compliance with change orders issued under Article VI. If this audit is performed subsequent to the submittal of a change order proposal or issuance of a modification, the Authority reserves the right to utilize Contractor's incurred costs to date for its evaluation of Contractor's change order proposal or Contractor's performance of or compliance with the modification.

(d) Adjustable Contracts. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable contract, or any combination of these, Contractor must maintain, and the Authority will have the right to examine, copy and audit, Contractor's Records and other evidence sufficient to reflect properly, in accordance with sound and generally accepted accounting principles and practices consistently applied, all direct and indirect costs of

whatever nature claimed to have been incurred or anticipated to be incurred in the performance of the Agreement.

(e) Contractor's Records must include, but not be limited to: accounting records (hard copy, as well as computer readable data if it can be made available); written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; general ledger entries detailing cash and trade discounts and rebates; purchase orders; commitments; agreements; leases; notes and memoranda; daily diaries; superintendent reports; drawings and sketches; receipts; vouchers; repair records and, any other supporting evidence deemed necessary by the Authority to substantiate charges or services related to the Agreement or Contractor's compliance with the terms of this Agreement.

(f) Contractor's Records must be open to inspection and subject to audit and/or reproduction by the Authority or its representative(s), to the extent necessary to adequately permit evaluation and verification of Contractor's compliance with Agreement terms, conditions and requirements, and compliance with provisions for pricing change orders, payments or claims submitted by Contractor or any of its payees.

(g) Contractor will make Contractor's Records available to the Authority or its representative(s) at all reasonable times, and the Authority or its representative(s) will be afforded access to all of Contractor's facilities and will be allowed to interview any of Contractor's employees, pursuant to the provisions of this clause throughout the term of the Agreement and until three years after final payment under the Agreement. Contractor must provide adequate and appropriate workspace for the Authority or its representative(s) to conduct audits in compliance with this clause. Contractor will cooperate with all audit procedures including the furnishing of a management representation letter upon request of the auditor.

(h) Contractor must require all subcontractors, insurance agents, and suppliers or other payees to comply with the provisions of this clause by insertion of the requirements hereof in a written contract or agreement between Contractor and payee. Such requirements will also apply to lower tier subcontractors.

(i) Contractor must reimburse the Authority, within thirty (30) days after receipt of a written request thereof, the price (including profit) charged for services or quantities not delivered and extras or adjustments not authorized under the Agreement as verified by an inspection or audit of Contractor's Records.

## ARTICLE XXVI GENERAL PROVISIONS

26.1 The parties acknowledge and agree that Contractor has been hired solely as an independent contractor and is not and will not be considered or deemed to be an employee,

agent, joint venture or partner of the Authority. Contractor will not have any authority to contract for or bind the Authority in any manner without the prior written approval of the Authority and will not hold itself out as an agent of the Authority or as otherwise authorized to act for or on behalf of the Authority.

26.2 Contractor may not assign or otherwise transfer, in whole or in part, the Agreement or any of its rights or obligations hereunder, whether voluntarily, by operation of law or otherwise, without the prior written consent of the Authority, which may be withheld in the Authority's sole discretion. Any assignment made in violation of the preceding sentence will be voidable by the Authority. This Agreement, and all rights and powers granted hereby, will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. The Authority agrees that Contractor may assign its accounts receivable from the Authority to Contractor's lender provided, however, any such assignment does not give any such assignee any rights against the Authority, other than to collect payment from the Authority subject to the terms of this Agreement.

26.3 The parties specifically intend and agree that no one other than the parties to this Agreement, except the Authority's subsidiaries, affiliates, successors and any controlling parent, whether now existing or hereafter resulting from merger, acquisition or restructuring of the Authority, is or will be deemed to be a third-party beneficiary of any of the rights or obligations set forth in this Agreement.

26.4 Should the performance by Contractor or the Authority be delayed as a result of Acts of God such as fire, flood, earthquake, or similar catastrophe, war, enemies or hostile government actions, revolutions, riots, civil commotion, labor strikes (excluding Contractor or its subcontractors' labor shortages), unreasonable delays by any governmental agency including the Authority, or any law, proclamation, or order of any governmental agency (in its sovereign capacity) or court of law, then the delayed party, upon giving prompt notice to the other party, may be excused from performance for a period of time equal to the duration of such delay; provided, however, that the delayed party will use its best efforts to avoid or remove the cause of non-performance and promptly continue performance hereunder whenever the cause is removed, and further provided that if the period of delay in the case of a Contractor delay exceeds forty-five (45) days the Authority will have the right to terminate this Agreement without cause on ten (10) days' notice. Any performance required of Contractor under this Agreement will be suspended for any period of delay in the performance of the Authority which prevents performance by Contractor, provided, however, Contractor must notify the Authority within ten (10) days of the event causing delay or the right to claim delay or the right to do so will be deemed waived by Contractor. Any performance required of the Authority under this Agreement will be suspended for any period of delay in the performance of Contractor which prevents performance by the Authority.

26.5 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.

26.6 Organizational Conflict of Interest. Organizational conflict of interest means that because of other activities or relationships with other persons or companies, (a) a person or company is unable to render impartial assistance or advice to the Authority, (b) the person's or company's objectivity in performing the Services under this Agreement is or might otherwise be impaired, or (c) the person or company has, or attempts to create, an unfair competitive advantage. Contractor agrees not to (a) engage in activities or (b) initiate or maintain relationships with persons or companies where such activities or relationships create an organizational conflict of interest. Contractor will use its best efforts to identify and prevent potential subcontractor organizational conflicts of interest. Contractor must inform the Authority of any activity or relationship that Contractor has reason to believe may create an organizational conflict of interest.

26.7 Limitation on Liability. Contractor agrees that under no circumstances may Contractor claim from the Authority any special, consequential, punitive, speculative, incidental or indirect damages, all of which Contractor specifically waives from the Authority, whether such claim is based on a cause of action based in contract, negligence, strict liability, warranty, operation of law or otherwise.

26.8 Waivers; Amendments. Any delay or forbearance by either party in exercising any right hereunder will not be deemed a waiver of that right. No modification or amendment of this Agreement or waiver of any provision of this Agreement will be valid unless in writing and signed by both parties.

26.9 Severability. If any term or provision hereof is or becomes invalid or unenforceable, the Contractor and the Authority will in good faith attempt to replace the invalid or unenforceable term or provision by a term or provision which is valid and enforceable, and which comes as close as possible to expressing the intention of the invalid or unenforceable term or provision. The validity or enforceability of the remainder of the Agreement will not be affected by the invalidity or unenforceability of any provision.

26.10 Work on Authority Premises. Contractor must take all necessary precautions to prevent the occurrence of any injury to persons or property and any interference with the Authority's or Users' operations during the progress of such work. Contractor agrees that any of its personnel or Subcontractors performing work on the premises of the Authority or any Users will work in harmony with the employees of the Authority or any Users and other contractors or subcontractors of the Authority. Contractor hereby agrees on behalf of its employees, agents and

representatives, to submit to any security, training or safety requirements of the Authority and to comply with all rules and regulations established by the Authority.

26.11 Right to Set Off. In the event Contractor is obligated to the Authority for any sums under this Agreement, the Authority will have the right to set off such amount against amounts payable by the Authority to Contractor under this Agreement or any maintenance agreement between the Authority and Contractor.

26.12 Headings. The titles of the Sections and subsections are for convenience only and are not in any way intended to limit or amplify the terms or conditions of this Agreement.

26.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together constitute one Agreement. This Agreement will become binding when one or more counterparts hereof, individually or taken together, bears the signatures of all of the parties reflected hereon as the signatories hereto.

26.14 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.

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

26.16 Trade Names, Trademarks and Trade Dress.

(a) Contractor agrees to comply with all the Authority instructions regarding the trade dress, packaging, trade names, trademarks, service marks or other indicia of source which may appear on items to be delivered under this Agreement. Contractor further agrees that, after delivery of said item(s) to the Authority or a designated the Authority vendor, the Authority may modify the trade dress or packaging thereof, and/or replace, modify, or supplement any indicia of origin appearing thereon, to identify the Authority as the source of said item(s).

(b) Contractor must not use any mark or trade name of the Authority or refer to the Authority in connection with any product, equipment, promotion, or publication without the prior written approval of the Authority.

26.17 Public Release of Information; Identification. Contractor must 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 subcontractors or employees or consultants of either. Contractor agrees to give the Authority reasonable advance time for review of any material submitted to the Authority for approval. Contractor must not affix or display its logo, name or otherwise advertise its identity on any part of the System without the prior written approval of the Authority.

26.18 Exhibits. All Exhibits to this Agreement, the RFP, and Contractor's Proposal are hereby incorporated by reference into, and made a part of, this Agreement.

26.19 Interpretation. The contracting parties acknowledge and agree that (i) each party reviewed and negotiated the terms and provisions of this Agreement and has contributed to it; and (ii) the rule of construction to the effect that any ambiguities are resolved against the drafting party will not be employed in the interpretation of this Agreement, regardless of which party was generally responsible for the preparation of this Agreement.

26.20 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 and (3) all other Exhibits. It is the 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.

26.21 Entire Agreement. This Agreement constitutes the full and entire understanding and agreement between the parties with regard to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained or referenced. The express terms hereof control and supersede any course of performance and/or usage of trade inconsistent with any of the terms hereof.

**EXHIBIT "A"**  
**Philadelphia Parking Authority**  
**CONTRACTOR INTEGRITY PROVISIONS**

1. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. For violation of any of these Contractor Integrity Provisions the Authority may terminate this and any other contract with Contractor, claim liquidated damages in an

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

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

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

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

**Component A: Enforcement, Citation and Permit Management Application  
("Application")  
Specific Contract Terms and Conditions**

ARTICLE IX  
LIQUIDATED DAMAGES

9.1 Time of the Essence. Timely performance is a primary consideration in this Agreement, and, therefore, time is of the essence hereunder.

9.2 Liquidated Damages. The parties to this Agreement agree that the Authority will be damaged in the event that any scheduled milestone events identified in this Agreement are not delivered on time, or if the Application is out of service or otherwise unavailable, and that the extent of such damage is very difficult to ascertain. Accordingly, the parties have agreed to establish liquidated damages in advance, in the event of such late delivery, unavailability or unreliability of the Application. If any scheduled milestone events identified in this Agreement are not delivered on time as a result of delays caused by the Authority or third parties (other than Contractor's subcontractors, agents or suppliers), or if the Application is out of service or otherwise unavailable as a result of damages stemming from the misuse or unauthorized modification to the Application by the Authority, its agents, or some other third party (other than Contractor's subcontractors, agents or suppliers), then the Authority hereby acknowledges and agrees that Contractor will not be held liable for any liquidated damages for such delays. The liquidated damages set forth in this Article may be cumulative and are not in lieu of any other damages to which the Authority may be entitled due to Contractor's negligence or breach of this Agreement.

9.3 Delay Damages. If Final Acceptance does not occur on or before or July 31, 2019 as a result of delays solely caused by or within the control of Contractor or any of its subcontractors, agents or suppliers, for each calendar day after July 31, 2019, Contractor must pay to the Authority as liquidated damages, not as a penalty, for such delay, the following amount(s): Five Thousand and no/100 Dollars (\$5,000.00) per day.

9.4 Reliability Damages. The Application must be available twenty-four (24) hours, seven (7) days a week. Any unavailability or unreliability of the Application must be remedied within one (1) hour of discovery by Contractor or notice from the Authority to Contractor. If Contractor fails to remedy any such issues with the Application within one (1) hour, Contractor must pay to the Authority as liquidated damages, not as a penalty, the following amount(s): \$500 per hour. Additionally, the remedies under Article XIII will be considered liquidated damages.

ARTICLE X  
TESTING; QUALITY ASSURANCE

10.1 Testing of the Application

(a) Contractor will cause the Application to submit to all of the testing in a commercially reasonable fashion and actively participate in such testing pursuant to this Agreement and testing documentation produced and accepted pursuant to this Agreement.

(b) Prior to Final Acceptance, the Application will be tested by Contractor for at least four (4) weeks. The testing scheduled will be developed by Contractor in conjunction with the Authority.

10.2 Acceptance of Design and Implementation Documents. At least ten (10) days prior to the start of any testing of the Application, Contractor must provide the Authority with all applicable Detailed Design Specification documents (for such phase/stage) which documents will be subject to written acceptance by the Authority, at the Authority's sole discretion. The Authority will accept or reject such documents in writing within five (5) business days. If the Authority does not accept or reject a document within such time period, the document will be deemed accepted. Nothing herein may limit any design reviews or approvals set forth in this Agreement. To the extent there is any delay of the Project as the result of the Authority's non-acceptance of such documents due to deficiencies, errors, omissions or like reasons, such delay will be attributed to Contractor.

10.3 On-Site Testing

(a) Testing will be successfully completed after the Application is deemed to have passed testing without any Significant Failure, at the sole discretion of the Authority. If there is a Significant Failure during this testing, Contractor will have five (5) business days to rectify the Significant Failure, immediately after which testing will be conducted in its entirety.

(b) Site Testing may conclude although certain Technical Requirements necessary for full and ultimate Application compliance remain incomplete or in need of adjustment, if the Authority's Project Manager, in his sole discretion determines the remaining issues to be of the nature curable through the development of a Punch List to be completely resolved before the end of the Testing Period. Testing may not conclude until such punch list items are fully resolved. In any event, it may be considered a default under this Agreement if any scheduled Site Testing remains incomplete for a period of more than thirty (30) days beyond its scheduled start date.

10.4 Test Acceptance; Quality Assurance. At all times during the term of this Agreement Contractor must comply with all quality assurance provisions set forth in the RFP and this Agreement.

ARTICLE XI  
ADDITIONAL SUPPORT

11.1 Supplemental Services. If requested, and if not already within the scope of the services required by this Agreement, Contractor will provide supplemental services to the Authority and/or third parties as directed by the Authority. Such services, if provided to the Authority, may be provided under the terms of a Change Order or in a separate agreement, as requested by the Authority. If such services are provided to a third party, they must be provided under the terms of a separate agreement as between Contractor and such third party. Contractor must act in good faith when negotiating any such agreement with a third party.

11.2 Separate Maintenance Agreement.

(a) Upon conclusion of the Initial Warranty Period, the Authority may obtain a Maintenance and Support Agreement consistent with this Agreement for a period of \_\_\_\_\_ years, at the Authority's sole discretion, in consideration of the Authority's payment of \_\_\_\_\_, paid in equal annual installments over the life of the Maintenance and Support Agreement.

(b) In the event maintenance or support services for the Application in excess of those provided in this Agreement or outside of any Maintenance Agreement, become necessary, such Agreement(s) require invoicing on a time-and-materials basis at costs not in excess of Contractor's standard hourly rates.

11.3 Ongoing Support. Upon the conclusion of the Initial Warranty Period, under the Maintenance and Support Agreement, Contractor agrees to provide maintenance and support for all portions of the Application (including all replacement of necessary Hardware and Software) for the Term of this Agreement, and to provide any and all available upgrades to the Application at no cost to the Authority throughout the Term.

11.4 The Contractor must provide a point of contact that is able to be reached Monday through Friday during normal operating hours (7 am to 7 pm) and for afterhours requests (7 pm to 7 am), weekends and holidays.

11.5 Authority Data Backup/Redundancy.

(a) Regardless of any Maintenance and Support Agreement, Contractor must protect the Authority's Data, either through the use of backups and/or through server redundancy. In the case Significant Failure, Authority Data must be restored to the moment of the Significant Failure. Restoration must be accomplished in less than one (1) hour. Contractor's failure to remedy the loss or failure within one (1) hour will be subject to Article IX.

(b) In the event of a Significant Failure, citations must be stored on handheld devices until the Application or System is restored.

## 11.6 Significant Failure Recovery Plan.

(a) In the event of a Significant Failure, Contractor must immediately work to diagnose the problem and provide to the Authority in writing, a plan to restore the Application to full operational status.

(b) Should Significant Failure occur immediately following, or, because of, a patch or update, Contractor must roll back the patch or update.

## ARTICLE XII TRAINING

12.1 Training. Contractor must train designated Authority and contracted employees in the use and operation, installation, and maintenance of the Application, as set forth in the RFP, Proposal and as defined in this Agreement.

(a) By means of instructional classes augmented by individual instruction as necessary, the Contractor must fully instruct the Authority's designated staff, including contracted staff, in the operation, adjustment, and maintenance of all products, equipment, and systems. Should implementation be completed in phases, instructing the Authority personnel must also be phased to correspond with deployment of the various components.

(b) Scheduling of Training will be coordinated by the Contractor and Authority to avoid conflicts and peak period personnel demands. The Contractor must submit a proposed Training schedule at a joint meeting within fourteen (14) days of the execution of this Agreement. At least thirty (30) days prior to each Training, Contractor must submit an outline of the Training material and approximate duration of the session. Ample time must be allotted within each session for the Contractor to fully describe and demonstrate all aspects of the Application and allow Authority personnel to have hands-on experience.

(c) Training will be provided on an individual basis or in a group setting, as deem appropriate by the Authority, for the operation and maintenance of the Application. The Contractor must provide a training program for technicians and staff responsible for:

- (i) Installation, start up, and maintenance/repair of the equipment.
- (ii) Programming of business rules through utilizing the Application.
- (iii) Monitoring the Application and equipment, generating reports and internal auditing.
- (iv) Other related elements.

(d) The Contractor must provide draft training manuals for review by the Authority for each type of personnel to be trained (auditor, supervisor, administrative service, etc.) with the training content and training schedule for both software and hardware at least thirty (30) days prior to the scheduled training. The schedule must include periodic refresher training

(continual education), including but not limited to, emphasis on areas of Authority's choosing and upgrades of software and/or hardware.

(e) Class content must be coordinated and developed with the Authority so that procedures for all transaction types are included.

(f) The Authority reserves the right to videotape all training sessions for future instruction purposes or Contractor must supply video demos if available.

(g) The Authority may copy and distribute training materials at its discretion.

(h) At the completion of instruction courses, all Authority and contracted employees that complete the courses will receive a Certificate of Successful Completion.

SAMPLE

**Component B: Business Intelligence Platform (“Platform”)  
Specific Contract Terms and Conditions**

ARTICLE IX  
LIQUIDATED DAMAGES

9.1 Time of the Essence. Timely performance is a primary consideration in this Agreement, and, therefore, time is of the essence hereunder.

9.2 Liquidated Damages. The parties to this Agreement agree that the Authority will be damaged in the event that any scheduled milestone events identified in this Agreement are not delivered on time, or if the Platform is out of service or otherwise unavailable, and that the extent of such damage is very difficult to ascertain. Accordingly, the parties have agreed to establish liquidated damages in advance, in the event of such late delivery, unavailability or unreliability of the Platform. If any scheduled milestone events identified in this Agreement are not delivered on time as a result of delays caused by the Authority or third parties (other than Contractor's subcontractors, agents or suppliers), or if the Platform is out of service or otherwise unavailable as a result of damages stemming from the misuse or unauthorized modification to the Platform by the Authority, its agents, or some other third party (other than Contractor's subcontractors, agents or suppliers), then the Authority hereby acknowledges and agrees that Contractor will not be held liable for any liquidated damages for such delays. The liquidated damages set forth in this Article may be cumulative and are not in lieu of any other damages to which the Authority may be entitled due to Contractor's negligence or breach of this Agreement.

9.3 Delay Damages. If Final Acceptance does not occur on, Final Acceptance does not occur on or before or July 31, 2019 as a result of delays solely caused by or within the control of Contractor or any of its subcontractors, agents or suppliers, for each calendar day after July 31, 2019, Contractor must pay to the Authority as liquidated damages, not as a penalty, for such delay, the following amount(s): One Thousand and no/100 Dollars (\$1,000.00) per day.

9.4 Reliability Damages. The Platform must be available twenty-four (24) hours, seven (7) days a week. Any unavailability or unreliability of the Platform must be remedied within one (1) hour of discovery by Contractor or notice from the Authority to Contractor. If Contractor fails to remedy any such issues with the Platform within one (1) hour, Contractor must pay to the Authority as liquidated damages, not as a penalty the following amount(s): \$100 per hour. Additionally, the remedies under Article XIII will be considered liquidated damages.

ARTICLE X  
TESTING; QUALITY ASSURANCE

10.1 Testing of the Platform

(a) Contractor will cause the Platform to submit to all of the testing in a commercially reasonable fashion and actively participate in such testing pursuant to this Agreement and testing documentation produced and accepted pursuant to this Agreement.

(b) Prior to Final Acceptance, the Platform will be tested by Contractor for at least four (4) weeks. The testing scheduled will be developed by Contractor in conjunction with the Authority.

10.2 Acceptance of Design and Implementation Documents. At least ten (10) days prior to the start of any testing of the Platform, Contractor must provide the Authority with all applicable Detailed Design Specification documents (for such phase/stage) which documents will be subject to written acceptance by the Authority, at the Authority's sole discretion. The Authority will accept or reject such documents in writing within five (5) business days. If the Authority does not accept or reject a document within such time period, the document will be deemed accepted. Nothing herein may limit any design reviews or approvals set forth in this Agreement. To the extent there is any delay of the Project as the result of the Authority's non-acceptance of such documents due to deficiencies, errors, omissions or like reasons, such delay will be attributed to Contractor.

### 10.3 On-Site Testing

(a) Testing will be successfully completed after the Platform is deemed to have passed testing without any Significant Failure, at the sole discretion of the Authority. If there is a Significant Failure during this testing, Contractor will have five (5) business days to rectify the Significant Failure, immediately after which testing will be conducted in its entirety.

(b) Site Testing may conclude although certain Technical Requirements necessary for full and ultimate Platform compliance remain incomplete or in need of adjustment, if the Authority's Project Manager, in his sole discretion determines the remaining issues to be of the nature curable through the development of a Punch List to be completely resolved before the end of the Testing Period. Testing may not conclude until such punch list items are fully resolved. In any event, it may be considered a default under this Agreement if any scheduled Site Testing remains incomplete for a period of more than thirty (30) days beyond its scheduled start date.

10.4 Test Acceptance; Quality Assurance. At all times during the term of this Agreement Contractor must comply with all quality assurance provisions set forth in the RFP and this Agreement.

## ARTICLE XI ADDITIONAL SUPPORT

11.1 Supplemental Services. If requested, and if not already within the scope of the services required by this Agreement, Contractor will provide supplemental services to the Authority and/or third parties as directed by the Authority. Such services, if provided to the Authority, may be provided under the terms of a Change Order or in a separate agreement, as requested by the Authority. If such services are provided to a third party, they must be provided under the terms of a separate agreement as between Contractor and such third party. Contractor must act in good faith when negotiating any such agreement with a third party.

### 11.2 Separate Maintenance Agreement.

(a) Upon conclusion of the Initial Warranty Period, the Authority may obtain a Maintenance and Support Agreement consistent with this Agreement for a period of \_\_\_\_\_ years, at the Authority's sole discretion, in consideration of the Authority's payment of \_\_\_\_\_, paid in equal annual installments over the life of the Maintenance and Support Agreement.

(b) In the event maintenance or support services for the Platform in excess of those provided in this Agreement or outside of any Maintenance Agreement, become necessary, such Agreement(s) require invoicing on a time-and-materials basis at costs not in excess of Contractor's standard hourly rates.

11.3 Ongoing Support. Upon the conclusion of the Initial Warranty Period, under the Maintenance and Support Agreement, Contractor agrees to provide maintenance and support for all portions of the Platform (including all replacement of necessary Hardware and Software) for the Term of this Agreement, and to provide any and all available upgrades to the Platform at no cost to the Authority throughout the Term.

11.4 The Contractor must provide a point of contact that is able to be reached Monday through Friday during normal operating hours (7 am to 7 pm) and for afterhours requests (7 pm to 7 am), weekends and holidays.

### 11.5 Authority Data Backup/Redundancy.

Regardless of any Maintenance and Support Agreement, Contractor must protect the Authority's Data, either through the use of backups and/or through server redundancy. In the case Significant Failure, Authority Data must be restored to the moment of the Significant Failure. Restoration must be accomplished in less than one (1) hour. Contractor's failure to remedy the loss or failure within one (1) hour will be subject to Article IX.

### 11.6 Significant Failure Recovery Plan.

(a) In the event of a Significant Failure, Contractor must immediately work to diagnose the problem and provide to the Authority in writing, a plan to restore the Platform to full operational status.

(b) Should Significant Failure occur immediately following, or, because of, a patch or update, Contractor roll back the patch or update.

## ARTICLE XII TRAINING

12.1 Training. Contractor must train designated Authority and contracted employees in the use and operation, installation, and maintenance of the Platform, as set forth in the RFP, Proposal and as defined in this Agreement.

(a) By means of instructional classes augmented by individual instruction as necessary, the Contractor must fully instruct the Authority's designated staff, including contracted staff, in the operation, adjustment, and maintenance of all products, equipment, and systems. Should implementation be completed in phases, instructing the Authority personnel must also be phased to correspond with deployment of the various components.

(b) Scheduling of Training will be coordinated by the Contractor and Authority to avoid conflicts and peak period personnel demands. The Contractor must submit a proposed Training schedule at a joint meeting within fourteen (14) days of the execution of this Agreement. At least thirty (30) days prior to each Training, Contractor must submit an outline of the Training material and approximate duration of the session. Ample time must be allotted within each session for the Contractor to fully describe and demonstrate all aspects of the Platform and allow Authority personnel to have hands-on experience.

(c) Training will be provided on an individual basis or in a group setting, as deem appropriate by the Authority, for the operation and maintenance of the Platform. The Contractor must provide a training program for technicians and staff responsible for:

- (i) Installation, start up, and maintenance/repair of the equipment.
- (ii) Programming of business rules through utilizing the Platform.
- (iii) Monitoring the Platform and equipment, generating reports and internal auditing.
- (iv) Other related elements.

(d) The Contractor must provide draft training manuals for review by the Authority for each type of personnel to be trained (auditor, supervisor, administrative service, etc.) with the training content and training schedule for both software and hardware at least thirty (30) days prior to the scheduled training. The schedule must include periodic refresher training (continual education), including but not limited to, emphasis on areas of Authority's choosing and upgrades of software and/or hardware.

(e) Class content must be coordinated and developed with the Authority so that procedures for all transaction types are included.

(f) The Authority reserves the right to videotape all training sessions for future instruction purposes or Contractor must supply video demos if available.

(g) The Authority may copy and distribute training materials at its discretion.

(h) At the completion of instruction courses, all Authority and contracted employees that complete the courses will receive a Certificate of Successful Completion.

SAMPLE

**Component C: Customer Service Support (“Service”)  
Specific Contract Terms and Conditions**

ARTICLE IX  
LIQUIDATED DAMAGES

9.1 Time of the Essence. Timely performance is a primary consideration in this Agreement, and, therefore, time is of the essence hereunder.

9.2 Liquidated Damages. The parties to this Agreement agree that the Authority will be damaged in the event that any scheduled milestone events identified in this Agreement are not delivered on time, or if the Service is unavailable, and that the extent of such damage is very difficult to ascertain. Accordingly, the parties have agreed to establish liquidated damages in advance, in the event of such late delivery, unavailability or unreliability of the Service. If any scheduled milestone events identified in this Agreement are not delivered on time as a result of delays caused by the Authority or third parties (other than Contractor's subcontractors, agents or suppliers), or if Service is unavailable as a result of damages stemming from the misuse or unauthorized modification by the Authority, its agents, or some other third party (other than Contractor's subcontractors, agents or suppliers), then the Authority hereby acknowledges and agrees that Contractor will not be held liable for any liquidated damages for such delays. The liquidated damages set forth in this Article may be cumulative and are not in lieu of any other damages to which the Authority may be entitled due to Contractor's negligence or breach of this Agreement.

9.3 Delay Damages. If Service does not begin on or before or August 1, 2019 as a result of delays solely caused by or within the control of Contractor or any of its subcontractors, agents or suppliers, for each calendar day after August 1, 2019, Contractor must pay to the Authority as liquidated damages, not as a penalty, for such delay, the following amount(s): Five Thousand and no/100 Dollars (\$5,000.00) per day.

9.4 Reliability Damages. The Service must be available during the hours prescribed in the RFP. Any unavailability or unreliability of the Service during these hours must be remedied within one (1) hour of discovery by Contractor or notice from the Authority to Contractor. If Contractor fails to remedy any such issues with the Service within one (1) hour, Contractor must pay to the Authority as liquidated damages, not as a penalty the following amount(s): \$200 per hour. Additionally, the remedies under such Article XIII will be considered liquidated damages.

ARTICLE X  
TESTING; QUALITY ASSURANCE

10.1 Service Implementation Documents. Within thirty (30) days after the execution of this Agreement, Contractor will provide the Authority with documents detailing its complete implementation and transition plan. Such documents will be subject to written acceptance by the Authority, at the Authority's sole discretion. The Authority will accept or reject such documents in writing within five (5) business days. If the Authority does not accept or reject a document within such time period, the document will be deemed accepted. Nothing herein may limit any

implementation reviews or approvals set forth in this Agreement. To the extent there is any delay of the Project as the result of the Authority's non-acceptance of such documents due to deficiencies, errors, omissions or like reasons, such delay will be attributed to Contractor.

#### 10.2 Service Level Requirements

(a) Contractor will ensure that all employees conform to the Service Level Requirements ("SLR") as provided in Contractor's Proposal and collectively established between the Authority and Contractor.

(b) Throughout the Term of this Agreement, the Authority may, at its discretion, conduct testing on the Service to ensure that SLR are being consistently met.

(c) In the event the SLR are not being met, Contractor will be subject to the provisions of Article IX.

#### 10.3 Management of Staff

(a) Contractor will be solely responsible for ensuring that the staff employed to provide the Service meet the expectations prescribed by the SLR. At the Authority's request, Contractor will provide the Authority with any information pertaining to the hiring and training practices for all staff providing the Service.

(b) Contractor will, at least annually, provide the Authority, with metrics regarding staff retention rates.

10.4 Test Acceptance; Quality Assurance. At all times during the term of this Agreement Contractor must comply with all quality assurance provisions set forth in the RFP and this Agreement.

### ARTICLE XII TRAINING

12.1 Training. Contractor must submit employees utilized in the Service to training on the use and operation of the System, as set forth in the RFP, Proposal and as defined in this Agreement.

(a) Through instructional classes augmented by individual instruction as necessary, the Contractor must submit the designated staff to Training, in the operation, adjustment, and maintenance of all products, equipment, and systems. Should implementation be completed in phases, Training of staff may also be phased to correspond with deployment of the various components.

(b) Scheduling of instruction classes must be coordinated by the Contractor and Application and Platform Contractor to avoid conflicts and peak period personnel demands. The Contractor(s) will prepare a proposed Training schedule at a joint meeting subsequent to the execution of the Agreement.

(c) The Contractor must submit employees for relevant training on an individual basis or in a group setting, whichever is most efficient regarding the operation and maintenance of the System.

(d) All of Contractor's employees used to provide the Service must obtain a Certificate of Successful Completion evidencing satisfactory completion of Training.

SAMPLE

**APPENDIX A: PRODUCT AND SERVICE SPECIFICATIONS MATRIX – COMPONENT A**

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NAME OF PRIME OFFEROR: \_\_\_\_\_

Item #	Mandatory Requirements	Compliant	Non-Compliant
V-2 A.	<p>A. Application Components</p> <p>The Application is intended to be the platform through which the Authority conducts the following activities:</p> <ol style="list-style-type: none"> <li>1. Violation processing, adjudication, notification and collections</li> <li>2. Payment processing including special processes for multiple vehicles of the same owner (known by the Authority as the fleet program)</li> <li>3. Permitting for contractor, residential, motorcycle, temporary parkers</li> <li>4. DMV lookups and vehicle registration suspension</li> <li>5. Impounded vehicle auctions and tow lot management</li> <li>6. Booting, towing and impoundment</li> <li>7. Parking Meter Management</li> </ol>		
V-2 B.	<p>B. Hosting Specifications</p> <ol style="list-style-type: none"> <li>1. An Offeror cloud-hosted Application required. Cost of hosting including all redundancies and test environments must be included in Offeror’s total cost as described in Tab I using Proposal Form Component A found in Appendix D. Specify clearly on the Cost Proposal Page which component relates to the proposed costs.</li> <li>2. Offeror will provide all servers, services, storage, security, access, backup/recovery for production and test environments.</li> <li>3. Data collected by the Offeror will be owned wholly by the Authority and the Offeror may only use the Authority’s data for purposes expressly approved by the Authority.</li> </ol>		
V-2 C.	<p>C. PCI Compliance</p> <p>For any response that supports services relating to credit card processing services, Offerors must provide documentation of compliance with the following items:</p>		

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	<ol style="list-style-type: none"> <li>1. The Proposer and corresponding credit card payment solution shall have appropriate Payment Card Industry Data Security Standards (PCI DSS) certification as a Level 1 Service Provider (<a href="https://www.pcisecuritystandards.org/index.shtml">https://www.pcisecuritystandards.org/index.shtml</a>).</li> <li>2. All payment applications and solutions involved with the transfer, process or storage of card data must be PA-DSS certified and it is strongly recommended to be installed by a Qualified Installer and Reseller (QIR).</li> <li>3. The Offeror shall provide all applicable Attestations of Compliance (PCI-DSS AOC) or Attestations of Validation (PA-DSS AOV) resulting from an annual Report on Compliance (ROC) or Report on Validation (ROV) by a Certified QSA Assessment Company. AOCs/AOVs must be presented to the Authority annually and noted in the semiannual performance report. Frameable Certificates provided by a Security Company are not valid.</li> <li>4. Any/All Point of Contact and/or Point of Interaction (POI) Credit Card Data processing devices provided by the Offeror must be listed on the PCI SSC website as part of a fully certified PCI P2PE solution. All POI devices must be EMV capable.</li> <li>5. Offerors should also include documentation of quarterly internal and external vulnerability scans for applicable credit card data environments. External or Endpoint scans must be completed by an Approved Scanning Vendor (“ASV”).</li> </ol>		
V-2 D.	<p>D. Application Functionality</p> <p>The Application must:</p> <ol style="list-style-type: none"> <li>1. Accommodate at least 2,500,000 violations annually. This number may increase over the life of the contract due to different Authority initiatives.</li> <li>2. Accommodate noticing in accordance with City Code and Authority policy and procedures (refer to the City of Philadelphia's Traffic Code, 12 in its entirety.)</li> <li>3. Provide real-time access to information.</li> <li>4. Provide accounting and audit trails necessary for revenue verification.</li> <li>5. Provide reports on operational performance, statistical, and financial information.</li> <li>6. Monitor disposition of citations.</li> </ol>		

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	<p>7. Provide accounting and audit trails by zone or a region dynamically configurable by the Authority.</p> <p>8. Integrate the following components and maintain a hosted database that supports:</p> <p>a) Parking Citation Issuance and Processing</p> <ol style="list-style-type: none"> <li>1. Citations issued in the field must be posted to the database in real time by cellular or Wi-Fi.</li> <li>2. The Application must display citation dispositions, payments and other actions in real time. High volume items, such as routine citation payments, may be entered in batch mode.</li> <li>3. The Application must enable selected Authority users to perform updates on-line with regard to citations, dispositions, suspensions, hearings, and adjustments. Batch mode updates may be used for high volume items, such as initial entry of citations into the Application, entry of mail payments, as well as name and address updates.</li> <li>4. The Application must have the capability of updating a payment or disposition prior to posting the original citation.</li> <li>5. The Offeror must provide an interface between the Application and the sub-systems that are required to communicate, load, and read information to and from handheld ticket issuance devices. The Offeror must ensure the integrity of the data during transmission.</li> </ol> <p>b) On-Line Inquiry</p> <p>The Application must enable the Authority to perform the following on-line inquiries:</p> <ol style="list-style-type: none"> <li>1. Citation Detail Inquiry – Displays the following citation information: violator name and address, DMV information, fines and penalties, payments, dispositions, and noticing history.</li> <li>2. Inquiry by Owner Name – Displays name(s) of the owner, address(s), and license plate number(s).</li> <li>3. Inquiry by License Plate Number – Displays information on all citations written to the vehicle bearing the plate and owner name.</li> <li>4. Displays booting/towing eligibility, total amounts owed, violator name and address, and past license plates assigned to the owner.</li> <li>5. Summary Inquiry – All fields must be searchable.</li> </ol>		
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	<p>c) Adjudication - Application must include an online appeal portal for customers to submit through a website. The appeal process must allow the appellant to add evidence in forms of pictures, and/or documents supporting their appeal. Appeal settings must be customizable to Authority needs.</p> <p>d) Dispositions - The Authority has several different types of dispositions. The Application must accommodate a customizable list of Authority designated disposition types.</p> <p>e) Web Portals The Application must have the ability to provide multiple websites for different functions and purposes (customer facing permit portal, customer facing citation/adjudication portal, administrative portal, etc.).</p> <ol style="list-style-type: none"> <li>1. Separate or combined customer facing portals for permit registration, permit ordering and customer account information management, citation payment, appeals submissions, etc.</li> <li>2. Any required websites for administrative facing functions must include the full suite of Offeror’s software modules, controllable by permissions settings.</li> <li>3. An administrative management website must exist for such things as customer accounts, permit settings, permit sales, inventory settings, and location settings. This website must be the crux of the administrative side of the software and allow designated Authority users to access all sections of Offeror’s software along with Authority profile permission levels.</li> <li>4. The Authority prefers an Application with customer-facing portal website which will be easily updateable by Authority Administrators. An example of this: system down banner or notification of the office being closed on title page; field definition manipulation to Authority needs on event form submissions pages, or appeal submission pages, or additional informational banners on permit selection website for ordering information.</li> <li>5. Customer facing site should be formatted to look like the existing PPA website and have a site name that allows the customer to feel as if they have not left the PPA website.</li> <li>6. The web portal must be mobile friendly meaning the portal should adjust to the mobile phone screen. It should allow the customer to perform the following:             <ol style="list-style-type: none"> <li>i. Integrate with any future Authority mobile app.</li> </ol> </li> <li>7. Portals must allow users the ability to upload documents.</li> </ol>		
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	f) Financial Management Application - The Authority is seeking an included financial management software module with the Parking Management Application. This module will provide standard accounting functions including, but not limited to: payments, service fees, deposits, credits, adjustments and reversals for accounts with quick links and full detailed information displayed on screen for Authority staff and administrators with a complete audit trail. Offeror will describe, in detail, its financial management system.		
V-2 E.	E. Handwritten Citations - Other governmental entities issue parking citations for which the Authority is responsible for processing. Currently, there are approximately 500,000 such citations written annually. Offerors must describe any available automations or proposed approaches to the processing of handwritten citations for the Authority’s consideration.		
V-2 F.	F. Multiple Payment Methods - Offerors must identify all payment methods available for the proposed Application.		
V-2 G.	G. Application Operational Use Time - The Application must be operational 24 hours, Monday through Sunday. Any upgrades and maintenance times must be approved by the Authority.		
V-2 H.	H. Security - The Application must possess security features that limit Application access to authorized personnel. The Application and its procedures must contain audit trails and controls to account for all dispositions, notices, transactions and payments, from citation issuance through final resolution and archiving. Audit trails should also include logging of all Authority staff changes made in the Application.		
V-2 I.	<p>I. Installation Requirements</p> <ol style="list-style-type: none"> <li>1. The Authority requires that the software is installed, tested and fully implemented for a go-live date within the month of July 2019.</li> <li>2. Upon award of the RFP, signing of the contract and within ten (10) days of receipt of the Authority’s purchase order, the successful Offeror must provide a complete project implementation schedule and plan to the Authority.</li> <li>3. The successful Offeror must provide qualified staff that assist, consult, install, train and oversee the Application implementation.</li> <li>4. The successful Offeror must convert all data in Authority’s existing system and import to new Application by the “go-live” date.</li> </ol>		

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	<ol style="list-style-type: none"> <li>5. The successful Offeror must provide technical support for the customization of reports and file formats and the conversation of existing data saved on the current system.</li> <li>6. Authority prefers an Offeror that can provide a separate test Application version for training purposes.</li> <li>7. The successful Offeror must assist in the development of reports prior to implementation.</li> <li>8. The successful Offeror must provide a reliable check method to ensure that all required data from the current system export files are passed to the new Application.</li> <li>9. A reference file of the old system account numbers with a link to the new account numbers must be available in the new Application.</li> </ol>		
V-2 J.	<p>J. Testing Requirements</p> <ol style="list-style-type: none"> <li>1. Offeror response must include an assurance testing plan, timeline and processes to be covered in the test.</li> <li>2. The Application will be tested thoroughly by the Authority prior to final acceptance.</li> <li>3. A minimum of four (4) weeks of testing is to be conducted. The Authority’s current system and the new production Application and new test Application will run concurrently during the test period. In addition to the production Application, a test Application is to be provided to allow for testing of changes, upgrades, new maintenance to the Application, while the current production system is still functioning and allowing for adequate time to test for any issues with the new Application. Describe your proposed testing procedure to include the above listed criteria.</li> </ol>		
V-2 K.	<p>K. Training</p>		

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	<ol style="list-style-type: none"> <li>1. By means of instructional classes augmented by individual instruction as necessary, the successful Offeror must fully instruct the Authority’s designated staff, including contracted staff, in the operation, adjustment, and maintenance of all products, equipment, and systems. Should implementation be completed in phases, instructing the Authority personnel must also be phased to correspond with deployment of the various components.</li>   <li>2. Scheduling of instruction classes must be coordinated by the successful Offeror and Authority personnel to avoid conflicts and peak period personnel demands. The successful Offeror must submit a proposed instruction schedule at a joint meeting conducted prior to equipment installation. The Authority must tentatively approve or suggest changes to the training schedule at that time. Forty-five calendar days prior to each instruction session, the successful Offeror must submit an outline of the instruction material and approximate duration of the session. Ample time must be allotted within each session for the successful Offeror to fully describe and demonstrate all aspects of the Application and allow Authority personnel to have hands-on experience with the Application.</li>   <li>3. The successful Offeror must train and certify up to seventy-five (75) Authority and/or parking operator staff on back-office software, hardware and operational Application. The training and certification must include identifying and fixing minor hardware maintenance and operational issues. The appropriate duration of training must be determined by the successful Offeror but must not include less than two hundred (200) hours of on-site training. All software modifications and maintenance must be performed by the successful Offeror.</li>   <li>4. The successful Offeror must provide robust training and certification programs for the Authority and parking management staff to operate their Parking Management Application (software and hardware). The initial Application and operational training must be offered on site at the Authority’s facilities before the system acceptance tests are initiated. Additional training may be offered at successful Offeror’s headquarters, at Authority’s facilities, via webinar, videos, and/or on-line training. The type and location of training may vary based on training level and personnel being trained. The Offeror must identify in their proposals various training programs, types, and locations for various staffing levels.</li> </ol>		
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	<ol style="list-style-type: none"> <li>5. The successful Offeror must provide an additional twenty-four (24) hours of on-site training, in any area, at the Authority’s request, during the first twelve (12) months after Application start-up.</li>   <li>6. The successful Offeror must provide an additional sixteen (16) hours of on-site training, in any area, at the Authority’s request, within twelve (12) months after Application acceptance.</li>   <li>7. The refresher courses must be offered on-site at the Authority in Philadelphia. The successful Offeror must identify the frequency and duration of each refresher course.</li>   <li>8. The successful Offeror must provide training on an individual basis or in a group setting as approved by the Authority for the operation and maintenance of the Parking Management Application (hardware and software). The successful Offeror must provide a training program for technicians and staff responsible for:             <ol style="list-style-type: none"> <li>a. Installation, start up, and maintenance/repair of all equipment.</li> <li>b. Programming rates, access controls, etc.; through the Application software.</li> <li>c. Monitoring the Application and equipment, generating reports and internal auditing.</li> <li>d. Other related elements.</li> </ol> </li>   <li>9. The successful Offeror must provide draft training manuals for review by the Authority for each type of personnel to be trained (auditor, supervisor, administrative service, etc.) of the training content and provide training schedule for both software and hardware within forty-five (45) days prior to the scheduled training. The schedule must include periodic refresher training (continual education), included but not limited to, emphasis on areas of Authority’s choice and upgrades of software and/or hardware.</li>   <li>10. An instructional notebook or user manual must accompany every instruction course. The successful Offeror must submit a hardcopy of the user manual per the submittal guidelines. The successful Offeror must supply Ten (10) bound, hardcopies of each user manual type: cashier, supervisory, image reviewer, Application administrator, technician, audit and accounting, etc. In addition, an electronic</li> </ol>		
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	<p>version (.PDF) of all manuals (instruction and maintenance) must be provided on a CD-ROM, DVD, or thumb drive. The user manuals must be written in common English with appropriate photos, diagrams, and schematics to supplement the text. The Authority reserves the right to prepare additional copies of the course materials as needed.</p> <p>11. The successful Offeror must provide all documentation required for instructing Authority personnel. Documentation must be provided for each student in the form of workbooks, lecture instructions to Authority staff. Specific allocation of training time to be determined by the Authority.</p> <p>12. All instruction courses must consist of classroom instruction and actual “hands-on” experience. Classes must be set up in a room designated by the Authority. The successful Offeror must provide one instructor for the duration of each program. The instructor must speak fluent English in a clear and precise manner. The successful Offeror must submit resumes for each proposed instructor. The Authority reserves the right to request replacement instructors.</p> <p>13. The class material must include schematics, as well as an overview and descriptions of the equipment.</p>		
V-2 L.	<p>L. On-Going Technical Support</p> <p>1. The successful Offeror must provide an ongoing management service contract for maintenance of all hardware, software, equipment, servers, hard and soft connections, communication network, and other elements. The successful Offeror must identify the costs of the proposed management service contract on a yearly basis.</p> <p>2. The successful Offeror must identify life expectancy of each piece of equipment, hardware, software and other elements and when would they be replacing each item/element under normal usage.</p> <p>3. The successful Offeror must provide a point of contact that is able to be reached Monday through Friday during normal operating hours (7 am to 7 pm) and for afterhours requests (7 pm to 7 am), weekends and holidays.</p>		

**APPENDIX A: PRODUCT AND SERVICE SPECIFICATIONS MATRIX – COMPONENT A**

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		4. The successful Offeror must provide to the Authority, 30 days before Application start up, a regular and preventive maintenance schedule to ensure optimal Application performance.		
V-2 M.	M.	Back-up and Reconstruction  1. The Application must be completely redundant and must possess a recovery capability to restore all files to their original state. Back-up and reconstruction procedures must ensure the Application is not down for more than one hour at any given time. 2. In the event of an outage, citations must be stored on handheld devices until the Application is restored. 3. In the event of an Application failure, restoration must be made to the time of failure.		
V-2 N.	N.	Disaster Recovery Plan  1. The successful Offeror must develop and provide to the Authority for approval a disaster recovery plan. The plan must provide the step-by-step procedures for disaster recovery for each point of failure. These procedures must be comprehensive. 2. The first steps must be in diagnostics. The remaining steps must provide procedure for resolution to bring the Application back to full operational status. 3. Should disaster occur immediately following, or because of, a patch or software update the disaster recovery plan must return the Application to the software version in effect prior to the patch or update being applied. 4. Points of failure must include each component and sub-component in complex units, such as servers. 5. The disaster recovery plan must include requirements for and location of spares.		
V-2 O.	O.	Application Updates		

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	<ol style="list-style-type: none"> <li>1. Application updates must consist of all actions necessary to incorporate hardware and software updates in the Parking Management Application to ensure performance to original Specifications. Maintaining the Application to keep it up to date must be included in software license costs.</li> <li>2. The successful Offeror must provide Application Update services on a basis that ensures that the system software, including all third-party software, must be the manufacturer’s “current” version.</li> </ol>		
V-2 P.	<p>P. Quality Control and Validation</p> <ol style="list-style-type: none"> <li>1. The Application must generate an electronic log for correspondence activity. Information in the log must include but not be limited to the initial daily count of correspondence envelopes and documents, the total number of electronic images scanned, the number of correspondence transactions performed, the daily end balance in each queue, and the number of cases worked. The Authority must indicate information to be included in the log and how these numbers must be generated. The successful Offeror must provide authorized Authority personnel access to this daily log.</li> <li>2. The Application must index all images to their corresponding parking citation and/or parking permit records.</li> <li>3. The proposed solution should allow Authority staff to scan all documents received as correspondence, including envelopes, into the imaging Application and must validate all images to ensure all information—including but not limited to legible postmarks, mailing address, and return address—are captured in the imaging process.</li> </ol>		

**APPENDIX B: PRODUCT AND SERVICE SPECIFICATIONS MATRIX – COMPONENT B**

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NAME OF PRIME OFFEROR: \_\_\_\_\_

V-3 A.	<p>A. Application Components</p> <p>The BI Platform should consist of two elements: improved aggregation and integration of multiple data sources into one data analytics platform and; the creation of three separate user-focused tools that draw from the data platform. These tools consist of:</p> <ol style="list-style-type: none"> <li>1. Public Facing Tool – to provide traffic, vehicle occupancy and utilization, and other data graphically which allows any user to bring parking data together onto one screen.</li> <li>2. Parking Performance Tool – to automatically collect and disseminate key performance indicator data as defined by the Authority.</li> <li>3. Fiscal Model Tool – to automatically collect and disseminate parking revenue and other key fiscal performance data as defined by the Authority.</li> </ol>		
V-3 B.	<p>B. Hosting Specifications</p> <ol style="list-style-type: none"> <li>1. An Offeror will provide either a cloud-hosted or on premise system. Cost of hosting must be included in Offeror’s total cost in Tab J using Proposal Form Component B Appendix E. If on premise solution is offered, costing for the servers, licensing and any labor necessary for installation and configuration must be included in Offeror’s total cost in Tab J using Proposal Form Component B Appendix E.</li> <li>2. For Offeror hosted software systems, the successful Offeror will provide all servers, services, storage, security, access, and backup/recovery for production and test environments.</li> <li>3. Offerors will specific what cloud servers and services are to be used and what backup/recovery protocols are in place.</li> </ol>		

**APPENDIX B: PRODUCT AND SERVICE SPECIFICATIONS MATRIX – COMPONENT B**

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	<p>4. For the Offeror hosted solution, the Offeror must install and manage software upgrades and perform routine application maintenance.</p> <p>5. For an on premise solution, Offeror will provide all regular updates to the software when they are tested and available.</p> <p>6. Data collected from the successful Offeror will be owned wholly by the Authority and the Offeror may only use the Authority’s data for purposes expressly approved by the Authority.</p>		
V-3 C.	<p>C. Application Functionality - The desired solution will provide a standard set of occupancy reports, demand-based pricing reports, turnover reports and duration of stay reports. The platform should be an easy-to-use and intuitive data dashboard featuring a map and a suite of zoom-able heat maps, charts, graphs and tables of occupancy, demand, and duration and turnover data with export features. The data analytics platform should allow the Authority to harness data from smart parking equipment/devices, high-speed networks, cloud infrastructure, rapidly developed and intelligent applications, and a variety of analytical solutions to develop new insights as well as new products and services.</p>		
V-3 D.	<p>D. Training</p> <p>1. By means of instructional classes augmented by individual instruction as necessary, the successful Offeror must fully instruct the Authority’s designated staff, including contracted staff, in the operation, adjustment, and maintenance of the Platform. Should implementation be completed in phases, instructing the Authority personnel must also be phased to correspond with deployment of the various components.</p> <p>2. Scheduling of instruction classes must be coordinated by the successful Offeror and Authority personnel to avoid conflicts and peak period personnel demands. The successful Offeror must submit a proposed instruction schedule at a joint meeting conducted prior to equipment installation. The Authority must tentatively approve or suggest changes to the training schedule at that time. Forty-five calendar days prior to each instruction session, the successful Offeror must submit an outline of the instruction material and approximate duration of the session. Ample time must be allotted within each session for the successful Offeror to fully describe and demonstrate all aspects of the Platform and allow Authority personnel to have hands-on experience with the Platform.</p>		

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	<ol style="list-style-type: none"> <li>3. The successful Offeror must train and certify up to twenty-five (25) Authority and/or parking operator staff on the operation of the Platform. The appropriate duration of training must be determined by the successful Offeror but must not include less than forty (40) hours of on-site training. All software modifications and maintenance must be performed by the successful Offeror.</li>   <li>4. The successful Offeror must provide robust training and certification programs for the Authority and parking management staff to operate their Platform. The initial Platform and operational training must be offered on site at the Authority’s facilities before the system acceptance tests are initiated. Additional training may be offered at successful Offeror’s headquarters, at Authority’s facilities, via webinar, videos, and/or on-line training. The type and location of training may vary based on training level and personnel being trained. The Offeror must identify in their proposals various training programs, types, and locations for various staffing levels.</li>   <li>5. The successful Offeror must provide an additional sixteen (16) hours of on-site training, in any area, at the Authority’s request, during the first twelve (12) months after Platform start-up.</li>   <li>6. The successful Offeror must provide an additional sixteen (16) hours of on-site training, in any area, at the Authority’s request, within twelve (12) months after Platform acceptance.</li>   <li>7. The refresher courses must be offered on-site at the Authority in Philadelphia. The successful Offeror must identify the frequency and duration of each refresher course.</li>   <li>8. An instructional notebook or user manual must accompany every instruction course. The successful Offeror must submit a hardcopy of the user manual per the submittal guidelines. The successful Offeror must supply Two (2) bound, hardcopies of each user manual type: cashier, supervisory, image reviewer, Application administrator, technician, audit and accounting, etc. In addition, an electronic version (.PDF) of all manuals (instruction and maintenance) must be provided on a CD-ROM, DVD, or thumb drive. The user manuals must be written in common English with appropriate photos, diagrams, and schematics to supplement the text. The Authority reserves the right to prepare additional copies of the course materials as needed.</li> </ol>		
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	<p>9. The successful Offeror must provide all documentation required for instructing Authority personnel. Documentation must be provided for each student in the form of workbooks, lecture instructions to Authority staff. Specific allocation of training time to be determined by the Authority.</p> <p>10. All instruction courses must consist of classroom instruction and actual “hands-on” experience. Classes must be set up in a room designated by the Authority. The successful Offeror must provide one instructor for the duration of each program. The instructor must speak fluent English in a clear and precise manner. The successful Offeror must submit resumes for each proposed instructor. The Authority reserves the right to request replacement instructors.</p>		
V-3 E.	<p>E. On-Going Technical Support</p> <p>1. The successful Offeror must provide an ongoing management service contract for on-going technical support following implementation of the Platform through the life of the contract. The successful Offeror must identify the costs of the proposed technical support contract on a yearly basis.</p>		
V-3 F.	<p>F. Back-up and Reconstruction</p> <p>1. The Platform must be completely redundant and must possess a recovery capability to restore all data to their original state. Back-up and reconstruction procedures must ensure the Platform is not down for more than twelve hours at any given time.</p> <p>2. In the event of a Platform failure, restoration must be made to the time of failure.</p>		

**APPENDIX C: PRODUCT AND SPECIFICATIONS MATIRX – COMPONENT C**

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V-4 A.	<p>A. Customer Support/Call Center - The Authority’s operations require a high level of customer support. The Offeror must demonstrate that they are capable of handling, at the very least, the current volume of inquiries that are received. The current customer support/call center hours of operation are Monday-Friday, 8am to 8pm (EST). The Authority prefers but does not require a customer support/call center located in Philadelphia.</p> <p>1. Customer service staff must be able to process customer service requests using the Authority’s Parking Management Application, including:</p> <ul style="list-style-type: none"> <li>a. Scheduling hearings with the Bureau of Administrative Adjudication.</li> <li>b. Temporarily suspending further action on tickets to avoid penalty accrual and/or to generate necessary notifications to the customer.</li> <li>c. Initiating back-end work flow for requests such as a broken meter investigation, a defective sign, etc.</li> <li>d. Update information or change responsibility of vehicle owner or fleet designation.</li> <li>e. Process undeliverable mail.</li> <li>f. Scanning and indexing correspondence images.</li> </ul> <p>2. The Call Center must be in the United States.</p> <p>3. Customers service staff must speak fluent English and speak in a clear, professional manner always, delivering the highest quality of customer service support.</p> <p>4. The Authority will work with the successful Offeror to develop a comprehensive knowledge base for customer service staff utilization. The Authority will approve telephone scripts and standards for telephone interactions. The Authority will work with the successful Offeror to develop mutually established procedures regarding telephone interactions.</p>		

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	<p>5. The Offeror should describe how their system will monitor and report data to the Authority, including but not limited to: number of live calls handled on a daily, weekly, monthly basis, average length of calls, number of abandoned calls, and types of issues handled.</p> <p>6. Offerors should also describe any proposed solutions for optimal customer service regarding an in-person call center solution. Offerors should describe how they would handle the volume of calls. Offerors should also describe industry standards and statistics regarding best practices regarding customer interaction preference for customer service and how their operations will meet those standards. (Example- 60% of people prefer to use an online customer service portal when dealing with simple questions, this is how our operations would support that preference).</p> <p>7. The system used by the Offeror must have the ability to record live calls. Offerors should describe how calls are stored, the length of time they are stored, and how the Authority will access recordings of calls as needed.</p> <p>8. Offerors must describe their system for handling high volumes of inbound calls, including charts, work-flow processes, etc. Offerors should also describe their IT support in regard to downtime, scheduled maintenance, updates, etc.</p> <p>9. Customer service staff must be able to professionally handle at a minimum, the following types of inbound calls:</p> <ul style="list-style-type: none"> <li>a. General customer service support inquiries, such as hours of operation at various Authority locations.</li> <li>b. General inquiries of Authority procedures and policies.</li> <li>c. Questions regarding parking violations and providing information to the customer.</li> <li>d. Customer complaints (broken meters, defective signs, etc.).</li> <li>e. Questions relating to red-light camera violations, booted and/or towed vehicles, suspended vehicle registration, and auctions.</li> </ul>		
V-4 B.	<p>A. Integrated Voice Response System - The Authority requires a toll-free telephone number with an Integrated Voice Response System (IVR) for customer service support. Currently, inbound calls to the Authority average 57,412 monthly, with 52% handled through the IVR (30,060).</p>		

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	<p>At a minimum, the IVR must:</p> <ul style="list-style-type: none"> <li>• Be available 24/7, 365 days a year.</li> <li>• Be available in English and Spanish. (Offerors should describe what other language options they can provide through their IVR system).</li> <li>• Accept voice and touch-phone keypad selection input from the caller and provide appropriate information in the form of voice answers or connection to a live operator.</li> <li>• Allow customers to return to prior menus so that more than one transaction can be completed.</li> <li>• Integrate with the Authority’s Parking Management Application (component A of this RFP).</li> </ul> <p>The IVR should be in a menu-driven format that allows customers to return to the main menu for information on other topics and to access a live person during normal customer call center hours of operation.</p> <p>Offerors should describe how their system will provide access to deaf or hearing-impaired persons.</p> <p>Customers should be able to utilize the IVR for the following reasons, at a minimum:</p> <ol style="list-style-type: none"> <li>1. Retrieve information regarding a parking violation using a nine-digit parking violation number, a “notice number” (sent via postal mail to citizens), a payment plan number, or by other means designated by the Authority.</li> <li>2. Pay a parking violation via check, credit card or debit card. (The Offeror must have the ability to charge a payment processing fee, which is then remitted to the Authority).</li> <li>3. Schedule a hearing to dispute a parking violation(s) with the Bureau of Administrative Adjudication.</li> </ol>		
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	<p>4. Retrieve information regarding their booted and/or towed vehicle.</p> <p>5. Report a broken parking meter or kiosk.</p> <p>6. Retrieve information regarding their vehicle registration suspension.</p> <p>The IVR system must be easy to change due to circumstances such as emergency office closings, special events, or other circumstances determined by the Authority. Offerors should describe the process for their system regarding changing menu items, adding or deleting menu items, etc. Offerors should also note any limitations, such as a limit on the number of menu items, time limit for initial greeting, etc. Offerors should also describe the process for changing IVR menus, including response time by Offeror to make changes and the ability for the Authority to make changes when needed.</p> <p>The IVR system should be easy to navigate, intuitive and customer friendly. The Authority will work with the successful Offeror to develop mutually established procedures regarding the IVR menu and back-end process.</p> <p>Offerors should describe how their system will monitor and report data to the Authority, such as (but not limited to): number and types of IVR calls handled on a daily, weekly, monthly basis, average length of calls, number of abandoned calls, and number of IVR calls handled by specific language. Offerors should indicate any further metrics they are able to provide to the Authority, along with examples of reports they currently use or have previously used.</p> <p>Offerors should describe any additional functions that their IVR system can handle, (ability for customers to leave a message, receive a call back without losing their place in the queue, or receive a scheduled call back, etc.), along with pictures, work-flow charts, graphics, etc. Offerors should also describe any additional proposed solutions for optimal customer service regarding an IVR system.</p>		
V-4 C.	C. Violation Collection Responsibility		

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	<ol style="list-style-type: none"> <li>1. Primary Collections. The successful Offeror will provide primary collection services required under this contract. Primary collections are citations collected within 90 days from issuance.             <ol style="list-style-type: none"> <li>a. The successful Offeror must guarantee a minimum collection rate of 70% for primary collections. The current 90-day collection rate is approximately 72%. The collection rate will be evaluated on an annual basis. A mutually agreed upon incentive fee will be negotiated into the final contract agreement if the successful Offeror exceeds the annual minimum collection rate.</li> </ol> </li> <li>2. Blank Slate-Fresh Start Collections. The collection responsibility will be for any citations after execution of the contract.</li> <li>3. The successful Offeror will be required to provide monthly reports detailing both the number and dollar amount of past-due citations collected. Offerors should also demonstrate the ability to provide summary reports of past-due collection data, including age of citations cleared and number of citations per vehicle.</li> <li>4. Additional collection efforts will be at the discretion of the Authority.</li> <li>5. Deposit physical monies (coins, bills, etc.) payments in the Authority’s bank account at its depository within 24 hours of receipt by the Offeror and reasonable agreed upon timeframe for credit card or debit card transactions.</li> </ol>		
V-4 D.	<p>C. Violation Collection Responsibility</p> <ol style="list-style-type: none"> <li>1. Primary Collections. The successful Offeror will provide primary collection services required under this contract. Primary collections are citations collected within 90 days from issuance.</li> </ol>		

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	<p>a. The successful Offeror must guarantee a minimum collection rate of 70% for primary collections. The current 90-day collection rate is approximately 72%. The collection rate will be evaluated on an annual basis. A mutually agreed upon incentive fee will be negotiated into the final contract agreement if the successful Offeror exceeds the annual minimum collection rate.</p> <p>2. Blank Slate-Fresh Start Collections. The collection responsibility will be for any citations after execution of the contract.</p> <p>3. The successful Offeror will be required to provide monthly reports detailing both the number and dollar amount of past-due citations collected. Offerors should also demonstrate the ability to provide summary reports of past-due collection data, including age of citations cleared and number of citations per vehicle.</p> <p>4. Additional collection efforts will be at the discretion of the Authority.</p> <p>5. Deposit physical monies (coins, bills, etc.) payments in the Authority’s bank account at its depository within 24 hours of receipt by the Offeror and reasonable agreed upon timeframe for credit card or debit card transactions.</p>		
V-4 E.	<p>E. Web Correspondence - The Authority receives a monthly average of 2,201 emails. Offerors must demonstrate that they are able to professionally and timely answer e-mail correspondence.</p> <p>1. All email must be responded to in accordance with procedures mutually established with the Authority, including, but not limited to:</p> <p>a. Online processing of documents received using the Authority’s parking management application (including scheduling hearings, temporarily suspending action on tickets to avoid penalty accrual, initiating back-end work flow for requests such as a broken meter investigation, a defective sign, etc.).</p> <p>b. Indexing documents to applicable ticket(s).</p>		

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	<p>2. The Authority will work with the successful Offeror to develop a comprehensive knowledge base for customer service staff utilization. The Authority will approve email correspondence language. The Authority will work with the successful Offeror to develop mutually established procedures regarding received email.</p> <p>3. Offerors should describe their capability for handling web correspondence, including examples of processes they currently use, or have used previously.</p>		
<p>V-4 F.</p>	<p>F. Data Entry - The Authority requires that hand-written parking violations (500,000 annually) be entered into the Authority’s parking management application.</p> <p>1. The Authority and the successful Offeror will mutually establish procedures regarding editing, verification and defined verified fields, etc. At a minimum, Offerors will demonstrate that they are able to:</p> <ul style="list-style-type: none"> <li>a. Scan and index hand-written violations.</li> <li>b. Provide software to enable the data entry to take place.</li> <li>c. Provide ticket data back to the Authority, or their subcontractor via File Transfer Protocol, or other means, as determined by the Authority.</li> </ul> <p>2. Offerors should describe their data entry software, including examples of processes they currently use, or have used previously.</p> <p>3. Offerors should describe their process for providing reports documenting the data entry process, including, but not limited to:</p> <ul style="list-style-type: none"> <li>a. Batch balance reports.</li> <li>b. Transaction error reports.</li> <li>c. Ticket imaging batch control reports.</li> </ul>		

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V-4 G.	<p>G. In-Person Customer Service Support/Cashiering</p> <p>1. The successful Offeror will be responsible for staffing needs at the Parking Violations Branch (PVB).</p> <p>Customer Service Support staff at the PVB handle an average of 8,800 in-person customer interactions a month. The PVB’s current hours of operation are: Monday through Friday, 8am-6pm, and Saturdays 8:30am to 5pm. The Offeror must demonstrate that they are able to handle, at the very least, the current volume of interactions.</p> <p>PVB Customer Service Support staff will, at a minimum:</p> <ul style="list-style-type: none"> <li>a. Look up customer information in the Authority’s ticket processing system, using information such as, ticket, notice or payment plan number, vehicle owner name, or vehicle license plate.</li> <li>b. Accept and apply payments for parking violations, fees and penalties.</li> <li>c. Create payment plans for customers using the Authority’s ticket processing system.</li> <li>d. Process payments for and facilitate the release of booted and/or towed vehicles.</li> <li>e. Provide customers with general information.</li> </ul> <p>2. The successful Offeror will be responsible for staffing needs at the Philadelphia Municipal Court-Traffic Division (PMC-TD).</p> <p>Customer Service Support staff at PMC-TD handle an average of 455 in-person customer interactions a month. The PMC-TD’s current hours of operation are: Monday through Friday, 8am-7pm. Offeror must demonstrate that they are able to handle, at the very least, the current volume of interactions.</p> <p>PMC-TD Customer Service Support staff will, at a minimum:</p>		
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	<ul style="list-style-type: none"> <li>a. Search for the Authority’s ticket processing system for outstanding ticket balances and/or fees/penalties for customers that have a booted and/or impounded vehicle.</li> <li>b. Process payments for and facilitate the release of booted and/or towed vehicles.</li> </ul> <p>3. The successful Offeror will be responsible for staffing needs at an Authority designated Impoundment Lot.</p> <p>Customer Service Support staff at the Impoundment Lot handle an average of 1838 in-person customer interactions a month. The Lot’s current hours of operation are: Monday through Thursday, 7am-9:30pm, Fridays 7am-3am, Saturdays 9am-3am, and Sundays 12pm-8pm.</p> <p>Offeror must demonstrate that they are able to handle, at the very least, the current volume of interactions.</p> <p>Impoundment Lot Customer Service Support staff will, at a minimum:</p> <ul style="list-style-type: none"> <li>a. Search for the Authority’s ticket processing system for outstanding ticket balances. and/or fees/penalties for customers that have a booted and/or impounded vehicle.</li> <li>b. Process payments for and facilitate the release of booted and/or towed vehicles.</li> <li>c. Accept payment from vehicle owners that must pay tickets, violations, and fees.</li> </ul>		
V-4 H.	<p>H. The successful Offeror will provide all necessary staff and equipment for all locations, including, but not limited to: end-user computers and printers, copiers, scanners, cashiering work stations, lockbox processing equipment, voice telephone equipment, including digital recording technology, data entry equipment, uniforms (sport jackets) name tags, security systems for cash handling areas, and equipment maintenance support to fulfill their contractual obligations. The successful Offeror will also pay rent and utilities for space occupied in the Parking Violations Branch, courier services, post office pick-ups, and armored car services.</p>		

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NAME OF PRIME OFFEROR: \_\_\_\_\_

V-4 I.	I.	The Authority will work with the successful Offeror to develop mutually established procedures regarding in-person interactions.		
V-4 J.	J.	The successful Offeror will work in accordance with the hours of operation and procedures established by the Authority. The Authority reserves the right to adjust hours of operations to accommodate the greatest overall customer need.		
V-4 K.	K.	For all customer service support, the Offeror must describe how they will meet the Authority’s current volume of interactions, whether online, in-person, mail or telephone. Offerors should also describe how they will handle staff scheduling in regard to emergencies, special events, new programs offered by the Authority or mandated through legislation that would increase the workload, and/or any other circumstances the Offeror may consider important to note.		
V-4 L.	L.	Offerors should provide a language access plan for points of customer contact.		
V-4 M.	M.	Offerors should describe any solutions they may have regarding reducing wait times, either in-person or on the telephone. The Authority is interested cost-effective, in-person, self-service technology, such payment kiosks on location, or other innovative technology to reduce wait times.		
V-4 N.	N.	Offerors must describe how their total solution represents the best value for the Authority. Using specific examples, the Offeror should describe how they provide thought leadership and innovation and how their experience will directly benefit the Authority. The Authority also encourages Offerors to suggest new, innovative, cost-effective and customer friendly solutions regarding customer service support.		
V-4 O.	O.	<p>Service Level Requirements - The successful Offeror will be expected to adhere to mutually established Service Level Requirements (SLR). Offerors must describe their processes for capturing and reporting information that includes, at a minimum:</p> <ol style="list-style-type: none"> <li>1. Customer satisfaction. Offerors should describe how they will measure customer satisfaction, including the use of online, in-person, mail and telephone surveys. Offerors should also include examples of customer service surveys they have previously used or currently use, along with the results from such surveys.</li> <li>2. Customer Service Reports. For telephone interactions: Number of calls received, number of calls answered, number of abandoned calls, average customer wait time, average talk time, service levels, trends, peak volume times, longest response times and any other statistics whether as a whole or by individual staff.</li> </ol>		

**APPENDIX C: PRODUCT AND SPECIFICATIONS MATIRX – COMPONENT C**

Please check the applicable box to signify compliance or non-compliance to each mandatory technical requirement. Please check the applicable box to signify compliance or non-compliance to each mandatory technical requirement. Each line item of the Work Statement must be addressed either with “compliant”, “non-compliant” or with a written response. Any item that is “non-compliant” should have a written explanation or an alternative to the requirement. All exceptions and/or alternatives will be clearly identified, and the written explanation will include the scope of the exception, the ramification of the exception for the Authority and a description of the advantages to be gained by the Authority as a result of any exception and/or alternative. The determination that you have achieved all the mandatory technical requirements will be made from this document or a document with the same information.

NAME OF PRIME OFFEROR: \_\_\_\_\_

	<p>3. For in-person interactions: Number of walk-in customers, average wait time, average length of interaction, types of interactions (payment, general inquiry, payment plan, booted vehicle, etc.), service levels, trends, peak volume times and any other statistics whether as a whole or by individual staff.</p> <p>4. For written correspondence/email: Number and type of correspondence received, number of responses, average customer wait time for a response, service levels, trends, and any other statistics whether as a whole or by individual staff.</p> <p>5. Offerors must describe their plan for monitoring and reporting Service Level Requirements, including submitting examples of reports, dashboard capabilities and/or client web portal on SLR performance that will be available to the Authority. Offerors should also include information regarding the ability for ad-hoc reporting, if requested by the Authority. Details should include if the reports/information can be accessed by Authority staff independent of the Offeror.</p> <p>6. Offerors should include their process regarding identifying trends and how they use data analytics to improve their services. Offerors should also describe how they will achieve improvements in quality of services (e.g., reducing errors).</p> <p>7. Offerors must also describe their process if they do not meet mutually agreed upon Service Level Requirements (e.g., is there a percentage reduction in monthly fees, a fixed cost “per error,” etc.).</p>		
<p>V-4 P.</p>	<p>P. Training &amp; Knowledge Management - The Authority expects the successful Offeror to maintain a high quality of service with no service disruptions during the entire term due to loss of knowledge or lack of adequate training. The Authority expects continuous and ongoing improvement that enhances the Authority’s knowledgebase and optimizes service delivery. The Authority expects that training materials, programs and knowledge management systems will be continuously updated to reflect current operations.</p> <p>1. The successful Offeror will be responsible for the development and maintenance of all customer service support-related documentation. This includes, but is not limited to:</p> <p style="padding-left: 40px;">a. All user training materials</p>		

**APPENDIX C: PRODUCT AND SPECIFICATIONS MATIRX – COMPONENT C**

Please check the applicable box to signify compliance or non-compliance to each mandatory technical requirement. Please check the applicable box to signify compliance or non-compliance to each mandatory technical requirement. Each line item of the Work Statement must be addressed either with “compliant”, “non-compliant” or with a written response. Any item that is “non-compliant” should have a written explanation or an alternative to the requirement. All exceptions and/or alternatives will be clearly identified, and the written explanation will include the scope of the exception, the ramification of the exception for the Authority and a description of the advantages to be gained by the Authority as a result of any exception and/or alternative. The determination that you have achieved all the mandatory technical requirements will be made from this document or a document with the same information.

NAME OF PRIME OFFEROR: \_\_\_\_\_

	<ul style="list-style-type: none"> <li>b. Manuals</li> <li>c. Call scripts</li> <li>d. Correspondence language</li> <li>e. Policies and procedures</li> </ul> <ol style="list-style-type: none"> <li>2. The Authority will provide the successful Offeror with Authority-specific information for customer service support (policies, procedures, etc.) The Authority will have final approval over all training materials used.</li> <li>3. Offerors must describe their approach, methodology, and tools used for training. Offerors should include a description of how they plan to develop training plans and provide ongoing training.</li> <li>4. Offerors must describe how they monitor customer service support staff while on calls, during in-person interactions, and quality control processes for all correspondence and online interactions. Offerors must describe how records of all monitoring activities will be made available to the Authority and should submit examples of reports that they currently use.</li> <li>5. Offerors should also describe their hiring and screening practices for customer service support staff, along with metrics regarding staff retention, such as annual agent attrition rate (voluntary and involuntary turnover).</li> <li>6. Offerors must describe their overall approach to document management, including a description of how they plan to inventory and assume control of all existing documentation and manage it going forward. Offerors should describe the tools, processes and personnel that will be used to manage ongoing service related documentation.</li> <li>7. Offerors must include an explanation of its approach to management. Also, to be included are: a plan for implementing and monitoring the services offered; organizational chart showing the relationship between all team members; the roles and responsibilities of team members, strategies, tools and safeguards for ensuring timely, quality performance of all required services,</li> </ol>		
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**APPENDIX C: PRODUCT AND SPECIFICATIONS MATIRX – COMPONENT C**

Please check the applicable box to signify compliance or non-compliance to each mandatory technical requirement. Please check the applicable box to signify compliance or non-compliance to each mandatory technical requirement. Each line item of the Work Statement must be addressed either with “compliant”, “non-compliant” or with a written response. Any item that is “non-compliant” should have a written explanation or an alternative to the requirement. All exceptions and/or alternatives will be clearly identified, and the written explanation will include the scope of the exception, the ramification of the exception for the Authority and a description of the advantages to be gained by the Authority as a result of any exception and/or alternative. The determination that you have achieved all the mandatory technical requirements will be made from this document or a document with the same information.

NAME OF PRIME OFFEROR: \_\_\_\_\_

	equipment, software and hardware considerations; training and on-going support; and any other additional factors for the Authority’s consideration.		
V-4 Q.	<p>Q. Implementation Plan - The Authority requires an efficient and orderly transition of customer service support. It is imperative for Offerors to recognize that these operations are considered by the Authority to be mission-critical and any delays or service interruptions, however minor, can have a substantial financial and social impact on the Authority. Offerors should describe how they plan to implement its services.</p> <p>Offerors should describe how they plan to address each of the following key transition and implementation objectives:</p> <ol style="list-style-type: none"> <li>1. Assessment of the current customer service environment, its various associated workflows, and preparation of the solution the Offeror shall implement in order to assume full responsibility.</li> <li>2. Establishment of Authority and Offeror roles and responsibilities during implementation.</li> <li>3. Establishment of approach to accomplishing current-knowledge transfer and management.</li> <li>4. Identification of key personnel and plans for further staffing the customer service support team.</li> <li>5. Conduct appropriate training of staff.</li> <li>6. Identify and address any business and/or technical issues that may impact the implementation.</li> </ol>		
V-4 R.	<p>R. Data Security - The Payment Card Industry (PCI) Security Standards Council defines a Service Provider as a business entity that is not a payment brand, directly involved in the processing, storage, or transmission of cardholder data on behalf of another entity. This also includes companies that provide services that control or could impact the security of cardholder data. The provider of customer services contemplated herein plays an important role in the Authority achieving its PCI compliance. To this end, Offerors must provide evidence that they are PCI certified as a Level 1 service provider.</p>		

**APPENDIX D: PROPOSAL FORM (INCLUDING PRICE PROPOSAL) – COMPONENT A**

Name of Prime Offeror: \_\_\_\_\_

1. The undersigned submits this proposal in response to the above referenced, 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
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**APPENDIX D: PROPOSAL FORM (INCLUDING PRICE PROPOSAL) – COMPONENT A**

4. **Requirement Statement:** The undersigned Offeror agrees to provide the services as specified in the RFP, Work Statement and any Addenda, if issued and the response submitted.

---

Signature

---

Name  
(Please Print)

---

Title

---

Date

**APPENDIX D: PROPOSAL FORM (INCLUDING PRICE PROPOSAL) – COMPONENT A**

**5. Offeror Signatures:**

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

\_\_\_\_\_  
Signature of Owner of Partner

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Business Name of Offeror

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/State/ ZIP Code

\_\_\_\_\_  
Telephone Number

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Business Name of Offeror

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/State/ZIP Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
SEAL:

\_\_\_\_\_  
Date

**APPENDIX D: PROPOSAL FORM (INCLUDING PRICE PROPOSAL) – COMPONENT A**

**6. 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 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

\_\_\_\_\_  
Signature

BEFORE ME THIS \_\_\_\_ DAY OF 20\_\_

\_\_\_\_\_  
Notary Public

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

My Commission Expires: \_\_\_\_\_

**APPENDIX D: PROPOSAL FORM (INCLUDING PRICE PROPOSAL) – COMPONENT A**

**7. 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:**

1.....

2.....

3.....

d. **Philadelphia Business Activities License Number:** \_\_\_\_\_

e. **Federal EIN Number:** \_\_\_\_\_

**APPENDIX D: PROPOSAL FORM (INCLUDING PRICE PROPOSAL) – COMPONENT A**

**LIST OF SUBCONTRACTORS**

(copy page as needed)

Undersigned agrees, if notified of the acceptance of this proposal, that he will utilize the following subcontractors, for the following noted types of work. No substitutions shall be made in the employment of subcontractors without written approval from the Authority. The undersigned acknowledges that the Philadelphia Parking Authority reserves the right to reject any subcontractors listed below after proposals are opened at no additional cost to Authority.

<b>SUBCONTRACTOR</b>		
Company Name:		
Type of Work:		
Phone:	E-mail:	
Address:		
City:	State:	Zip
Union Affiliation (if any):		
Signature of Individual, Owner or Partner:		
Name and Title of Signer:		
Date:		
<b>SUBCONTRACTOR</b>		
Company Name:		
Type of Work:		
Phone:	E-mail:	
Address:		
City:	State:	Zip
Union Affiliation (if any):		
Signature of Individual, Owner or Partner:		
Name and Title of Signer:		
Date:		

**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 and/or Small Diverse 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 Small Diverse Business throughout the entire term of the contract.

**APPENDIX D: PROPOSAL FORM (INCLUDING PRICE PROPOSAL) – COMPONENT A**

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



**Proposal Decline Form:** RFP No. 18-20 Parking Application, Business Intelligence Platform and Customer Support 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 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 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](mailto:mwheeler@philapark.org).

**APPENDIX D: PROPOSAL FORM (INCLUDING PRICE PROPOSAL) – COMPONENT A**

The completion and submission of this Cost Proposal is mandatory. No other proposer supplied pricing shall be evaluated for award. No other proposer supplied pricing shall constitute the pricing for any resulting Agreement. All costs must be included and, in enough detail, to reflect that the Offeror understands the scope of services and products requested.

<b>Company &amp; Product Information</b>	
Company Name:	
Software Details: (Name, Title, Modules Included, etc.)	
Software Version Number:	
Estimated # weeks for implementation, including all associated activities such as testing, acceptance and training:	

**APPENDIX D: PROPOSAL FORM (INCLUDING PRICE PROPOSAL) – COMPONENT A**

The completion and submission of this Cost Proposal is mandatory. No other proposer supplied pricing shall be evaluated for award. No other proposer supplied pricing shall constitute the pricing for any resulting Agreement. All costs must be included and, in enough detail, to reflect that the Offeror understands the scope of services and products requested.

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
<b>TOTAL COST:</b> Firm/Fixed, Fully Burdened Total Cost for implementation, training, licensing, technical support, maintenance, proposed hardware, required and proposed integrations, and five (5) years of Application operation (broken out in table below). This cost must include ALL items listed as required in this RFP, which are included in your proposed Application.							
Optional Hourly, Billable Rates (for custom software development, future training, on-site needs, etc. <i>in addition</i> to what is specified in this RFP as required)							
<b>Project Cost Breakdown</b> (these should all be reflected in TOTAL COST, listed above.)							
Fully Burdened Technical and Functional Implementation Costs							
7 (seven) years of Application operation.							
Training							
Maintenance, Support & Upgrades							
Other (Additional hardware required, etc. List and Itemize all other costs; explain in detail)							

**APPENDIX E: PROPOSAL FORM (INCLUDING PRICE PROPOSAL) – COMPONENT B**

Name of Prime Offeror: \_\_\_\_\_

1. The undersigned submits this proposal in response to the above referenced, 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
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**APPENDIX E: PROPOSAL FORM (INCLUDING PRICE PROPOSAL) – COMPONENT B**

4. **Requirement Statement:** The undersigned Offeror agrees to provide the services as specified in the RFP, Work Statement and any Addenda, if issued and the response submitted.

---

Signature

---

Name  
(Please Print)

---

Title

---

Date

**APPENDIX E: PROPOSAL FORM (INCLUDING PRICE PROPOSAL) – COMPONENT B**

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

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

**APPENDIX E: PROPOSAL FORM (INCLUDING PRICE PROPOSAL) – COMPONENT B**

**6. 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 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

\_\_\_\_\_  
Signature

BEFORE ME THIS \_\_\_\_ DAY OF 20\_\_

\_\_\_\_\_  
Notary Public

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

My Commission Expires: \_\_\_\_\_

**APPENDIX E: PROPOSAL FORM (INCLUDING PRICE PROPOSAL) – COMPONENT B**

**7. Qualifications:**

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

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

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

1.....

2.....

3.....

i. **Philadelphia Business Activities License Number:** \_\_\_\_\_

j. **Federal EIN Number:** \_\_\_\_\_

**APPENDIX E: PROPOSAL FORM (INCLUDING PRICE PROPOSAL) – COMPONENT B**

**LIST OF SUBCONTRACTORS**

(copy page as needed)

Undersigned agrees, if notified of the acceptance of this proposal, that he will utilize the following subcontractors, for the following noted types of work. No substitutions shall be made in the employment of subcontractors without written approval from the Authority. The undersigned acknowledges that the Philadelphia Parking Authority reserves the right to reject any subcontractors listed below after proposals are opened at no additional cost to Authority.

<b>SUBCONTRACTOR</b>		
Company Name:		
Type of Work:		
Phone:	E-mail:	
Address:		
City:	State:	Zip
Union Affiliation (if any):		
Signature of Individual, Owner or Partner:		
Name and Title of Signer:		
Date:		
<b>SUBCONTRACTOR</b>		
Company Name:		
Type of Work:		
Phone:	E-mail:	
Address:		
City:	State:	Zip
Union Affiliation (if any):		
Signature of Individual, Owner or Partner:		
Name and Title of Signer:		
Date:		

**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 and/or Small Diverse 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:

- 6. \_\_\_\_\_.
- 7. \_\_\_\_\_.
- 8. \_\_\_\_\_.
- 9. \_\_\_\_\_.
- 10. \_\_\_\_\_.

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 Small Diverse Business throughout the entire term of the contract.

**APPENDIX E: PROPOSAL FORM (INCLUDING PRICE PROPOSAL) – COMPONENT B**

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



**Proposal Decline Form:** RFP No. 18-20 Parking Application, Business Intelligence Platform and Customer Support Services

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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 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](mailto:mwheeler@philapark.org).

**APPENDIX E: COST PROPOSAL FORM – COMPONENT B**

The completion and submission of this Cost Proposal is mandatory. No other proposer supplied pricing shall be evaluated for award. No other proposer supplied pricing shall constitute the pricing for any resulting Agreement. All costs must be included and, in enough detail, to reflect that the Offeror understands the scope of services and products requested.

<b>Company &amp; Product Information</b>	
Company Name:	
Software Details: (Name, Title, Modules Included, etc.)	
Software Version Number:	
Estimated # weeks for implementation, including all associated activities such as testing, acceptance and training:	

**APPENDIX E: COST PROPOSAL FORM – COMPONENT B**

The completion and submission of this Cost Proposal is mandatory. No other proposer supplied pricing shall be evaluated for award. No other proposer supplied pricing shall constitute the pricing for any resulting Agreement. All costs must be included and, in enough detail, to reflect that the Offeror understands the scope of services and products requested.

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
<b>TOTAL COST:</b> Firm/Fixed, Fully Burdened Total Cost for implementation, training, licensing, technical support, maintenance, proposed hardware, required and proposed integrations, and five (5) years of Platform operation (broken out by year. This cost must include ALL items listed as required in this RFP, which are included in your proposed Platform.							
Optional Hourly, Billable Rates (for custom software development, future training, on-site needs, etc. <i>in addition</i> to what is specified in this RFP as required)							
<b>Project Cost Breakdown</b> (these should all be reflected in TOTAL COST, listed above.)							
Fully Burdened Technical and Functional Implementation Costs							
7 (seven) years of Platform operation.							
Training							
Maintenance, Support & Upgrades							
Other (Additional hardware required, etc. List and Itemize all other costs; explain in detail)							

**APPENDIX F: PROPOSAL FORM (INCLUDING PRICE PROPOSAL) – COMPONENT C**

Name of Prime Offeror: \_\_\_\_\_

1. The undersigned submits this proposal in response to the above referenced, 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
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**APPENDIX F: PROPOSAL FORM (INCLUDING PRICE PROPOSAL) – COMPONENT C**

4. **Requirement Statement:** The undersigned Offeror agrees to provide the services as specified in the RFP, Work Statement and any Addenda, if issued and the response submitted.

---

Signature

---

Name

(Please Print)

---

Title

---

Date

**APPENDIX F: PROPOSAL FORM (INCLUDING PRICE PROPOSAL) – COMPONENT C**

**5. Offeror Signatures:**

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

\_\_\_\_\_  
Signature of Owner of Partner

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Business Name of Offeror

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/State/ ZIP Code

\_\_\_\_\_  
Telephone Number

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Business Name of Offeror

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/State/ZIP Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
SEAL:

\_\_\_\_\_  
Date

**APPENDIX F: PROPOSAL FORM (INCLUDING PRICE PROPOSAL) – COMPONENT C**

**6. 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 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

\_\_\_\_\_  
Signature

BEFORE ME THIS \_\_\_\_ DAY OF 20\_\_

\_\_\_\_\_  
Notary Public

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

My Commission Expires: \_\_\_\_\_

**APPENDIX F: PROPOSAL FORM (INCLUDING PRICE PROPOSAL) – COMPONENT C**

**7. 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:**

1.....

2.....

3.....

d. **Philadelphia Business Activities License Number:** \_\_\_\_\_

e. **Federal EIN Number:** \_\_\_\_\_

**APPENDIX F: PROPOSAL FORM (INCLUDING PRICE PROPOSAL) – COMPONENT C**

**LIST OF SUBCONTRACTORS**

(copy page as needed)

Undersigned agrees, if notified of the acceptance of this proposal, that he will utilize the following subcontractors, for the following noted types of work. No substitutions shall be made in the employment of subcontractors without written approval from the Authority. The undersigned acknowledges that the Philadelphia Parking Authority reserves the right to reject any subcontractors listed below after proposals are opened at no additional cost to Authority.

<b>SUBCONTRACTOR</b>		
Company Name:		
Type of Work:		
Phone:	E-mail:	
Address:		
City:	State:	Zip
Union Affiliation (if any):		
Signature of Individual, Owner or Partner:		
Name and Title of Signer:		
Date:		
<b>SUBCONTRACTOR</b>		
Company Name:		
Type of Work:		
Phone:	E-mail:	
Address:		
City:	State:	Zip
Union Affiliation (if any):		
Signature of Individual, Owner or Partner:		
Name and Title of Signer:		
Date:		

**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 and/or Small Diverse 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 Small Diverse Business throughout the entire term of the contract.

**APPENDIX E: COST PROPOSAL FORM – COMPONENT C**

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



**Proposal Decline Form:** RFP No. 18-20 Parking Application, Business Intelligence Platform and Customer Support 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 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 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](mailto:mwheeler@philapark.org).

**APPENDIX F: COST PROPOSAL FORM – COMPONENT C**

The completion and submission of this Cost Proposal is mandatory. No other proposer supplied pricing shall be evaluated for award. No other proposer supplied pricing shall constitute the pricing for any resulting Agreement. All costs must be included and, in enough detail, to reflect that the Offeror understands the scope of services and products requested.

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
<b>TOTAL COST:</b> Firm/Fixed, Fully Burdened Total Cost for labor, hiring, training, licensing, and seven (7) years of Customer Support Services (broken out in table below). This cost must include ALL items listed as required in this RFP, which are included in your proposed Customer Support Service.							
Salaries & Wages							
Payroll Taxes & Burden							
Health, Welfare & Pension							
Workers Compensation							
Uniforms & Laundry							
Printing							
Amenities & Supplies							
Repairs & Maintenance							
Liability Insurance							
Rental Expense							
Depreciation/Amortization							
Vehicle and Equipment Financing							
Postage & Freight							

**APPENDIX F: COST PROPOSAL FORM – COMPONENT C**

The completion and submission of this Cost Proposal is mandatory. No other proposer supplied pricing shall be evaluated for award. No other proposer supplied pricing shall constitute the pricing for any resulting Agreement. All costs must be included and, in enough detail, to reflect that the Offeror understands the scope of services and products requested.

Telephone							
Employee Processing							
General Expense							
Meter Communication/Credit Card Processing & Fees							
Base Management Fee							
Employee Processing							
General Expense							
Other Expenses (explain in detail)							

## APPENDIX G: INSURANCE REQUIREMENTS

### THE PHILADELPHIA PARKING AUTHORITY INSURANCE AND REQUIREMENTS

RFP No. 18-20

### PARKING MANAGEMENT APPLICATION, BUSINESS INTELLIGENCE PLATFORM AND CUSTOMER SUPPORT SERVICES

Prior to commencement of the contract and until completion of your work, \_\_\_\_\_ shall, at its sole expense, maintain the following insurance on its own behalf, with an insurance company or companies having an A.M. Best Rating of "A-: Class VII" or better, and furnish to The Philadelphia Parking Authority Certificates of Insurance evidencing same. Coverage must be written on an "occurrence" basis (exception – professional 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 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 Vehicle
    - (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 additional insured as shown in requirement #10.
  
4. Excess/Umbrella Liability Insurance: with a minimum acceptable limit of coverage of \$5,000,000 per occurrence and aggregate. Such coverage shall be excess of the general liability insurance,

## APPENDIX G: INSURANCE REQUIREMENTS

- business auto liability insurance, and employer's liability as required by this contract. Owner must be named as additional insured as shown in requirement #10.
5. Professional (E&O) Liability Insurance: with minimum acceptable limits of \$5,000,000 per claim and aggregate. Claims-made is acceptable.
  6. Cyber Liability Insurance: including 3rd party privacy, with minimum limits of \$20,000,000. Owner must be named as additional insured as shown in requirement #10.
  7. Crime Insurance: including coverage for Employee Theft of Client Property.
  8. Deductibles or Self-Insured Retentions: "if applicable" None of the policies of insurance required by this agreement shall contain deductibles or self-insured retentions in excess of \$25,000.  
\_\_\_\_\_ 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 INSURED 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 \_\_\_\_\_.

## **APPENDIX G: INSURANCE REQUIREMENTS**

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.

## **APPENDIX G: INSURANCE REQUIREMENTS**

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.