

REQUEST FOR PROPOSALS FOR
RFP No. 19-10
Parking Access and Revenue Control Equipment
Center City Garages

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PART I

GENERAL INFORMATION TO OFFERORS

SUMMARY	
When:	Proposals must be submitted by Friday, December 6, 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 (<i>not</i> typewritten) "RFP No. 19-10 PARCS Center City". All proposals must be presented with one (1) original and eleven (11) copies, individually numbered, and an electronic version consisting of one PDF file.
Mandatory Pre-Proposal Meeting and Site Visit	A mandatory Pre-Proposal Meeting will be held in the offices of the Authority, 701 Market Street, Suite 5400, Philadelphia, PA 19106 on Friday, November 1, 2019 at 9:00 AM. Offerors must attend the pre-proposal meeting in order to be eligible to participate in this solicitation. During this meeting we will be doing a site visit to all garage locations. Transportation will be provided by the Authority. No more than two representatives may be present for the site visit. The pre-proposal meeting may last up to two hours. Please plan accordingly.
Anticipated Schedule of Events*	October 23, 2019 RFP Released November 1, 2019 at 9:00 AM Mandatory Pre-Proposal Meeting November 15, 2019 at 2:00 PM Questions Due November 22, 2019 Authority Responses Complete, Final Addendum Issued December 6, 2019 at 2:00 PM Proposals Due Week of December 16, 2019 Offeror Presentations January 2020 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 the procurement of an integrated Parking Access and Revenue Control System (PARCS) for all Off-Street parking garages owned and operated by the Authority. 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.

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

I-3. Procurement Questions.

Prospective Offerors are encouraged to submit questions concerning the RFP in writing no later than 2:00 PM on Friday, November 15, 2019. Questions concerning this RFP are to be submitted via email to Mary Wheeler at mwheeler@philapark.org with “RFP No. 19-10 PARCS Center City” 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 prior to the question deadline. All questions and clarification requests will be

responded to via written addendum that will be emailed to all prospective Offerors. Addenda will also be posted to the Authority's website, 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. Offerors must agree not to distribute any part of their proposals beyond the Authority. An Offeror who shares information contained in its proposal with other Authority personnel and/or competing Offeror personnel may be disqualified.

I-6. Proposal Conditions.

Sealed proposals must be received in the office of the Philadelphia Parking Authority, addressed to Mary Wheeler, 701 Market Street, Suite 5400, Philadelphia, PA 19106, by Friday, December 6, 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 Offerors, 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. Offerors 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. Offerors and subcontractors can self-certify by following the links below:

<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.

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

that term in the request for proposal process, and includes the knowing submission of proposals higher than the proposal of another firm, any intentionally high or noncompetitive proposal, and any other form of proposal submitted for the purpose of giving a false appearance of competition.

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

I-10. 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 within five days of 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 Offerors for the purpose of clarification and of obtaining best and final offers. Responsible Offerors 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 Offerors.

The responsible Offeror whose proposal is the highest ranking, 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 the next highest ranking proposal, 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. Subcontracting, Key Personnel, and Experts.

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

I-15. 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 Submittal Letter. The selected Offeror(s) 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 selected Offeror for any service or work performed or expenses incurred before the effective date of the Contract. Costs incurred by the Offeror in the preparation of the proposal or during any review or negotiations will be born exclusively by the Offeror.

I-16. 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-17. Document Disclosure.

While documents exchanged by or with the Authority or its agents during this process may be protected from public release by certain terms of Pennsylvania's Right to Know Law (65 P.S. §§67.101–67.3104), Pennsylvania's Procurement Code, or other laws, 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-18. Statement of No Proposal.

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

I-19. Shipping and Delivery.

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

I-20. 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 shall have a minimum A.M. Best Rating of A-; Class VII or higher.

Should any surety upon such bonds become unsatisfactory to the Philadelphia Parking Authority, the contractor must promptly furnish such additional security as may be required from time to time to protect the interests of the Philadelphia Parking Authority.

Performance Bond and Labor and Material Bonds will be executed on Standard AIA Document A312 (Version 2010) in accordance with the terms of the contract. Each set of bonds executed must include a Power of Attorney evidencing to the Philadelphia Parking Authority of the Attorney-In-Fact to execute bonds and the latest statement of assets and liabilities with an authorized signature from surety company.

I-21. Prevailing Wages and Benefits.

Current prevailing wages and benefits for the industry and trade will be paid at all times for the duration of this project. Upon an award, the Prime Contractor is required to obtain current prevailing wage rate determinations applicable to this project (Serial #19-06412) from the PA Department of Labor and Industry Enterprise Portal at:

https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fwww.dlsecureweb.pa.gov%2fPrevWage%2fPages%2fProject.aspx%3fid%3d129421%26PageType%3d&c=E,1,JS0eZ8exKprbiR-orjrsALL0HD2ieGvJrjAGXjn1ap8OPnous8fCo-NCJHNcKN6_YxP44IzcW9ZVILjPTUUY30dWK4NnuSzOnPC7xvXvyX6oZ5r8331fXul8O90p&typo=1

I-22. Certified Apprenticeship Program Participation.

All bidders must meet the qualification standards by certifying that it participates, directly or through its labor for each craft or trade, in an approved Apprenticeship Program which is currently registered with the U.S. Department of Labor or a state apprenticeship agency for each craft or trade that will be engaged in the Work.

The Philadelphia Parking Authority will rely on the U.S. Department of Labor personnel assigned to oversee apprenticeship programs in Pennsylvania and, if necessary, on the appropriate Pennsylvania Department of Labor personnel assigned to the relevant apprenticeship programs.

PART II

INFORMATION REQUIRED FROM OFFERORS

II-1. Proposal Format.

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

The tab requirements are as follows:

- Tab A Transmittal Letter
- Tab B Qualifications and Experience
- Tab C Reference Information
- Tab D Proposal Submittals
- Tab E Key Personnel
- Tab F Proposal Form
- Tab G Certificate of Insurance
- Tab H Financial Statements
- Tab I Proposed Amendments to Contract Terms
- Tab J Proposed Installation Schedule

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 respondent's proposal, as well as the name, title, email address and phone number of the person to whom the Authority may direct questions concerning the proposal. Include a statement by the Offeror accepting all terms and conditions contained in this RFP, signed by an officer or individual with authority to bind the 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. Provide background information on the Offerors qualifications to undertake this project and certification that the Offeror has the resources available to fully complete this project. 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 three references for whom the Offeror has provided a PARCS solution similar in scope and size to that described in this RFP. The client references must include the name of the organization, contact name, address, email address, telephone number, a brief description of the project and the amount of the contract.

II-5. Technical Response (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.

II-6. Key Personnel (Tab E)

Provide an Organizational Chart and resumes showing key members of the project team, including all sub-contractors. Provide the names and functions of key project staff that will be assigned to perform the work.

II-7. Proposal Form (Tab F).

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

II-8. Insurance Requirements (Tab G).

The successful Offeror will be required to submit insurance coverage as outlined in *Appendix C*. Each proposal must include a sample certificate of insurance from a recent project that meets the requirements or a letter from its insurance broker indicating that they will provide the required insurances as outlined in this RFP if awarded a contract. Any objections to or requests for relief from the insurance requirements must be made during the question period.

Insurance Requirements will not be negotiated after proposals are received.

II-9. Financial Statements (Tab H).

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

Provide a summary and the current status of any legal actions, suits, proceedings, claims or investigations 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-10. Proposed Amendments to Contract Terms (Tab I).

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

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

II-11. Proposed Installation Schedule (Tab J)

Identify the proposed installation schedule for all locations.

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 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 with the highest ranking proposal as determined by the criteria listed below for contract negotiation.

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

III-4. Evaluation Criteria. The Authority determined that it was not advantageous for it to use a bidding process for this procurement because it wished to consider criteria other than price in the award process, in particular, the Offeror’s proposed PARCS features, capabilities, support services, innovations and value added components .

Proposals will be evaluated consistent with the requirements of this RFP as follows:

CATEGORY	DESCRIPTION	WEIGHT
Technical Solution	Best technical solution, system architecture, features, concept, design, flexibility, security (physical and data).	35%
Provider Qualifications	Quality of key personnel, resources committed to the project, references, experience of personnel and subcontractors participating in the work, resources and experience for integrations/interfaces, experience similarity in size and scope of Authority PARCS, training approach and resources, installation and post-installation level of support and financial stability	20%
Cost	The Authority is not bound to select the Offeror who proposes the lowest cost	20%
Partner Qualifications	Level and quality of resources, commitment to Authority and US market, willingness to develop, innovation, financial stability	10%
Project	Installation timeline, schedule comprehensiveness, project sequencing, implementation plan, ability to meet the design and installation schedule/integrations/interfaces	5%
Responsiveness of the proposal submitted	Adherence to the requirements set forth in the RFP.	5%
Small and Small Diverse Business participation.	Submitted Small Business Procurement Initiative certificates by either the Offeror or subcontractors	5%

PART IV

WORK STATEMENT

IV-1. Objectives

A. General

The Philadelphia Parking Authority is issuing this Request for Proposals (RFP) for the procurement of an integrated Parking Access and Revenue Control System (PARCS) for all Off-Street parking garages owned and operated by the Authority. The Authority expects this complete parking conversion to improve overall parking efficiency, increase system productivity, reduce system downtime and enhance customer service.

Background & Current Environment

The Philadelphia Parking Authority currently uses HUB/ZEAG Parking Access and Revenue Control System (PARCS) in all of its Off-Street parking facilities. Each garage has its own LAN that does not communicate with any outside resources. The system has ticket issuing mag-stripe readers, entry and exit terminals with RFID pads for HID cards. The system also has "V-ticket" capability which allows patrons to enter and exit with the same credit card. The PARCS system is hosted locally on a Windows Server at each garage. All servers are physical with serial connections to all garage PARCS equipment. All reporting is done onsite via VPN/RDP or a local workstation. The system includes all hardware and software needed to provide an operational parking management system. However, this system is outdated and needs to be replaced as soon as possible.

In addition to the current antiquated PARCS, there are several short-term and long-term concerns for the Authority that need to be addressed by the future Contractor. Some of these concerns include:

1. Software support, maintenance, and training.
2. Compliance with statutory and financial institutions requirements (e.g., PCI).
3. Service calls (hardware and software) especially after the end of the equipment warranty period.
4. Spare parts.
5. System upgrade needs due to constantly changing parking industry requirements.
6. System and feature upgrades needed to support changes in payment industry and related demands/expectations from users/parkers.
7. Technology improvements and enhancements.
8. Protection of parking system from hackers. In recent years, the Parking and IT industries have experienced an increase in system break-ins from hackers.
9. Potential loss of equipment value due to lack or absence of proper and well-maintained PARCS operating system.

It is important for the Authority to have a solution that will allow for scalability for the growth in size and complexity into the future, as well as a system that can be deployed effectively and expeditiously in the current environment. The Offerors will be required to integrate equipment communication systems and use one back-end management system, as defined in the following specifications. The Work of this Section shall include furnishing all material, equipment, labor and supervision (Design-Build) to install in place a fully operating Parking Access and Revenue Control System (PARCS) as specified herein. The removal and disposal of all existing equipment will be the responsibility of the Offeror. Included will be the supply, delivery, unloading, setting, anchoring, electrical and control wiring installation, electrical and control wiring

termination, start up and testing the system, and all associated equipment. Also included shall be on-site training for Authority staff as described further in this RFP.

The Authority is the current operator at all six (6) garages for which this RFP addresses. The current monthly parking A/R system is Great Plains.

The Authority currently uses Parkmobile for its pay-by-phone services for on-street metered parking.

The Authority currently uses Heartland Payment Systems. The Authority is, and will continue to be Merchant of Record.

The Authority is not currently contracted or utilizing parking pre-purchase services, but this service is in fact a requirement of this RFP.

Parking Facility Information (all locations are equipped with one office terminal for non-regular transactions)

- Autopark at Olde City – Five (5) Levels; Business Hours: Open 24/7
 - 125 South 2nd Street – 615 Spaces
 - 3 Ticket dispensers with HID and Intercom
 - 2 Express exits with HID and Intercom
 - 3 Cash/Credit/Coin pay stations with Intercom
 - Oversize Vehicle area with 1 ticket dispenser with HID and Intercom and 1 express exit with HID and Intercom

- Autopark at Independence Mall – Three (3) levels underground; Business Hours: Open 24/7
 - 41 North 6th Street – 612 Spaces
 - 2 Ticket dispensers with HID and Intercom
 - 2 Express exits with HID and Intercom
 - 4 Cash/Credit/coin pay stations with Intercom
 - 6th Street pedestrian door HID/MAG stripe reader - Inactive but hardware still present

- Parkade on 8th – Six (6) levels; Business Hours: Open 24/7
 - 801 Filbert Street – 1,222 Spaces
 - 4 Ticket dispensers with AVI, HID and Intercom
 - 4 Express exits with AVI, HID and Intercom
 - 1 Express exit with reversible AVI, HID and Intercom (8th Street exit)
 - 3 Cash/Credit/Coin pay stations with Intercom
 - 2 AVI, HID and Intercom nested lanes
 - 1 reserved area without PARCs equipment/infrastructure (No entry and exit TIM, AVI, HID or Intercom)
 - Van accessible

- Autopark at The Fashion District (Gallery Mall) – Eight (8) levels; Business Hours: Mon – Sun, 6am to Midnight
 - 44 North 9th Street – 850 Spaces
 - 2 Ticket dispensers with AVI, HID and Intercom
 - 3 Express exits with AVI, HID and Intercom
 - 4 Cash/Credit pay stations with Intercom

- Autopark at Jefferson (10th Streets and Ludlow) – Five (5) levels; Business Hours: Daily, 5am to 11pm
 - 14-18 South 10th Street - 450 Spaces
 - 1 entry lane with 2 TIMS (Redundant) with HID and Intercom
 - 2 Express exits with HID, Intercom and redundancy
 - 2 Cash/Credit/Coin pay stations with Intercom

- The Family Courthouse Garage – Three (3) levels underground; Business Hours: Mon – Fri, 5:30am to 11pm; Sat and Sun, 6am to 10pm
 - 1503-11 Arch Street - 265 Spaces
 - 1 Ticket dispensers with AVI, HID and Intercom
 - 1 Express exit with AVI, HID and Intercom
 - 1 reversible middle lane with AVI, HID and Intercom
 - 2 nested lanes with roll down gate. AVI, HID and Intercom hardware but HID inactive/not functioning
 - 2 Cash/Credit/Coin pay stations with Intercom
 - AVI, HID and Intercom at garage door (roll down gate) with security system/PARCS - HID usage for entry only, can not exit using HID

B. Specific

The Authority desires to properly collect parking revenues from its parking facilities, maintain its PARCS hardware and software on a long-term basis, and provide a high level of customer service to its current and future customers. The Authority has initiated a replacement program of all existing off-street PARCS. The Offerors will provide all necessary PARCS hardware, software, installation and related services for the Authority. In addition to the architecture considerations and functionality noted below, the new PARCS solution must be ADA compliant, flexible and scalable to allow for the changing nature of the Authority's environment. The desired PARCS will operate via web browser, function on all mobile platforms, possess intuitive user management, accommodate location-based and on-line sales, include interactive reporting, and provide multiple media access, such as barcode, HID, AVI, Smart Phone, NFC Access, LPR, Online reservations, etc. Include remote programming for holidays, special events, or other changes via a web-based management system that is easily used/changed. Programming for flat rate payment, such as for special events. The capability for demand based pricing structures is strongly desired. Ability for the display to include rates per hour and other customizable messages and graphics.

Cash Acceptor at Pay-on-Foot (POF) stations, at minimum, must accept \$1, \$5, \$10, and \$20's. POF stations must have a cash escrow to allow consumers to cancel the transaction at any time and have funds returned. POF stations must contain local memory that can record transactions when communications to the central server are lost. After communications are restored, POF stations will transmit cached data. POF stations should store card numbers for offline processing as allowed with PCI compliance. The software must allow for manual and automatic entry of credit cards into a bad credit card file. POF stations must automatically adjust their internal clocks for Daylight Savings Time changes.

Provide specifications and costs for POF stations to support a RFID readers that accept contactless payments, including but not limited to Apple Pay, Google Pay, Visa PayWave and MasterCard Pay Pass credit cards to quickly, securely, and conveniently complete a parking transaction. The solution must have an option of paying for parking via mobile phone. Offeror must identify the Pay-by-Phone partner with which it integrates and the integration capabilities of that partnership. *Parkmobile* integration is expected. Online validation portal is expected for customers and business to validate tickets on external networks. Event management capabilities to include fee computers, handheld devices, and pricing structure to allow for flat fees during events.

Please provide a description of innovative or unique features, specific to the proposed equipment or implementation approach, which set the Offeror's proposal apart from the other prospective offerings. This could include, but is not limited to add-on features, parking guidance system, video surveillance system, online customer portals, online special event reservations, unique interface components, advertising or marketing ability, etc.

1. System Description

Offeror shall meet the following objectives:

- 1.1** Furnish and install a complete system for all off-street parking facilities referenced in this RFP.
- 1.2** Remove and dispose of all existing PARCS equipment prior to the installation of the new PARCS system. Provide a detailed description of how the Offeror will ensure the safe removal and sanitization of all data.
- 1.3** The PARCS shall be a combination of equipment, sub-systems, and supporting infrastructure that allows a parking facility operator to accurately calculate, collect, track, and report revenues for parking within one or more facilities.
- 1.4** The PARCS must include an integrated accounts receivable (A/R) system capable of being hosted on a main server or in a cloud environment.
- 1.5** The system must utilize Pay-on-Foot (POF) technology at all facilities for transient parking. POF technology must be configurable to support multiple languages. POF technology shall support a variety of payment options, including but not limited to:
 - Coins
 - Credit Cards
 - Coupons/Validation
 - Pay-by-Phone (currently ParkMobile)
 - Electronic Commerce
- 1.6** The PARCS shall also monitor and control entry and exit to and from those facilities.
- 1.7** The PARCS shall manage facilities that operate 24/7 for monthly and transient parkers, in both an attended (cashier) and unattended fashion.
- 1.8** The PARCS shall be sufficiently robust to simultaneously manage facilities with nested areas.
- 1.9** The PARCS shall ensure flexibility for any future need to update, upgrade, and/or expand the system readily (either additional lanes or additional facilities).
- 1.10** The PARCS shall be fully protected against and not affected by weather/environmental conditions, including temperature extremes, humidity, rain, dust, RFI/EMI, and static electricity.
- 1.11** The PARCS should include Bluetooth Low Energy capability.
- 1.12** The PARCS should include Credit Card In & Out (V-Ticket)
- 1.13** The PARCS must accurately count vehicles entering and exiting facilities, breaking down these counts based on mode used to enter or exit (monthly, transient, event, valet, etc.).
- 1.14** The PARCS must have multiple validation offerings, providing the flexibility needed for Authority departments, merchants and other organizations to validate their patron's parking if so desired.
- 1.15** The PARCS must be able to manage pre-paid special event parking operating in a "real-time" environment.
- 1.16** The PARCS must provide a robust reporting solution for a variety of reports, including a standard missing ticket report.

1.17 The PARCS transaction data should include at a minimum:

- Fee computer/TIM/PS, etc. ID number
- Transaction number
- Date and time of entrance
- Date and time of exit
- Rate structure applied
- Fee amount
- Exception transaction identification
- Validation account identification

1.18 The PARCS software must provide the ability for remote access for Authority management.

1.19 The PARCS must have the ability to accept payments in an offline mode (ISP outage).

1.20 PARCS must comply with current Americans with Disabilities Act (“ADA”) requirements.

2. Application and Data Servers

2.1 The system should include all applicable servers needed for a central reporting dashboard.

2.2 Illustrate in detailed nature both the functionality and design of the network.

2.3 Provide specifications and description of credit card reader/equipment/appliance which must be EMV chip compatible.

2.4 Encryption must occur at the point of interaction (POI), and must be certified PCI-P2PE.

2.5 Provide evidence of current PCI PS-DSS Service Provider Attestation of Compliance. This will have to be supplied annually throughout the term of the contract.

2.6 Provide a description of the redundancy setup as well as expected uptime.

2.7 Provide detailed descriptions and diagrams for ALL data transmissions including card and non-card data.

2.8 All data stored at any point on the reader/equipment/appliance must be encrypted.

2.9 PARCS servers to contain all PARCS application and database software that is associated with PARCS operation, data storage and reports.

2.10 Contractor shall be fully responsible to import any existing customer databases, including but not limited to the existing employee accounts and Authority vehicle AVI accounts into the new PARCS. Should manual entry be required, Contractor shall provide the resources to fully complete the manual import.

2.11 Install and configure all necessary software on the servers and workstations with all required system software licenses registered to the Authority. Identify recommended number of licenses per garage.

2.12 Hybrid solution preferred (on-site server with cloud and on-site reporting).

2.13 Configure such that the following features and functionalities are attainable:

2.13.1 Maintain 24 months of on-line data of all PARCS data. All on-line data shall be readily accessible without any delay in processing.

2.13.2 Provide fault tolerance such that no server-level single point of failure causes disruption to the PARCS or corruption of PARCS data.

2.13.3 Contractor shall propose a redundancy/fail-safe solution for the entire PARCS environment.

2.13.4 The PARCS shall provide mirrored databases that are updated concurrently.

2.13.5 Long Term Storage Media – Must archive all summary data for up to seven (7) years with simple retrieval capability.

2.14 The Authority will provide, maintain and monitor the PARCS communications network with the exception of new end of line network devices that are to be provided by the Contractor as specified herein.

2.15 The Authority requires Cisco switches L2 or L3 which will become the property of the Authority upon installation whether procured by Authority or Contractor.

2.16 The Authority requires Windows servers which will become the property of the Authority upon installation whether procured by Authority or Contractor. Additionally, the Authority will maintain and monitor the PARCS servers per the Contractor's specifications. Servers must be current, no older than 2018.

2.17 The Authority will provide, maintain and monitor all PARCS workstations per the Contractor's specifications.

3. Reporting

3.1 The PARCS software shall provide Authority staff, at various levels of access rights, the ability to generate and format custom reports. The PARCS must be able to generate/query reports which can be set by the management users. Please include samples and/or screen shots of all reports in Proposals.

3.2 Available online and on demand for Authority personnel who have proper password access.

3.3 Viewable, printable, and exportable from the Graphical User Interface (GUI).

3.4 Data compiled in an Open Database Connectivity (ODBC) compliant database with the ability to prepare custom reports using the PARCS data including Microsoft Excel, at a minimum, via a comma-separated-value (CSV) file format.

3.5 Provide the Contractor's PARCS standard reports including report descriptions, selectable data fields, and report layouts for all standard reports.

3.6 Coordinate with the Authority as required during the system design to address the specific reporting needs of the Authority. At a minimum, reports provided shall include:

- Cashier Shift Reports, detailed and summary.
- Detailed Revenue and Non-Revenue Transactions Reports – Reports of transactions processed through the PARCS by user selectable parameters including user type (ticketed customer or registered user), date/time range, and by device.
- Detailed and Summary Revenue Reports for daily, weekly, and monthly PARCS activity.
- Credit Card Reports – Reports of credit card transactions by user selectable parameters including date/time range, credit card terminal ID, customer last name, credit card type, transactions type (valid online transaction, declined transactions, offline transactions, etc.).
- Outstanding Ticket Reports – Report of parking tickets that have been issued but have not been processed or exited from the system.
- Validation Reports – Detailed and summary reports of validations issued, amount of validations, and when the validation was used, by user selectable parameters.
- System Event Reports – Reports for system generated events by user selectable parameters including PARCS device and date/time range.
- Gate Vend Report – Report showing each gate vend, the location, time, user ID, and sum total for a date/time range.
- Detailed Occupancy Reports with user selectable parameters.
- POF Station Reports.

- 3.6.11** Entry and Exit Lane Reports.
- 3.6.12** Validation Reports.
- 3.6.13** Exception Reports.
- 3.6.14** Alarm Reports.
- 3.6.15** Monthly AVI/Badge, etc. Activity Report.
- 3.6.16** Access Credential Reports – Detailed and summary reports of credential activity for individual credentials or by account number that include the credential number, account number, entry/exit date/time, lane ID, and transaction fee.
- 3.6.17** Robust ticket summary reports, with ability to query time ranges and detail all tickets and rates of queried tickets processed during that range.
- 3.6.18** Prepare up to 15 custom reports as defined by Authority requirements. Authority and Contractor to coordinate report design and finalize custom reports prior to the expiration of the warranty period.

4. Mode of Operation

4.1 Monthly Parking

- 4.1.1** Monthly patrons will gain access into and out of a gated facility by utilizing their Authority-issued access card or AVI credential. An LPR solution should also be offered by Offerors. This credential information will be automatically imported into the PARCS at routine intervals. Access levels will be maintained in the PARCS. The ability to fully automate credential data import and access level controls from an external system should be included in this proposal.
- 4.1.2** Each credential shall have a unique ID that allows it to be administered remotely. The Authority's management must be able to access and change the account profile.
- 4.1.3** Each credential shall be associated with an account, whereby the account's profile controls the allowable use of the credential.
- 4.1.4** The PARCS shall provide the appropriate tools to program and administer credentials from any workstation that can access PARCS, assuming the user has the correct privileges.

4.2 Transient Parking

Describe the process by which daily transient patrons will enter and exit the parking facility. Include methods of payment, validation types and reader capabilities.

4.3 Event Parking

Describe the process the proposed system will utilize to handle Event Parking as described below:

- Standard Operation
- Validated Parking
- Online Reservation/Unmanned EntryP
- Pre-pay at Staffed Entry

4.4 Parking Validations - System must have the ability to offer the following forms of validation:

- 4.4.1** On-Line Web Validation – On-line web validation offers the ability for management to login to a web portal and apply an electronic validation to the patron's barcoded ticket they received upon entering the facility. Upon exiting the facility, the patron uses the barcoded ticket and, upon being read, the system recognizes that an electronic validation has been applied to the ticket.

4.4.2 Mobile Device Validation – The ability for management to issue a parking validation by scanning the barcode on the patron’s barcode ticket they received upon entering the facility with management’s mobile device (Android and iOS), linked in live-time to the PARCS system via mobile app.

4.4.3 Off-Line Validator – The ability to apply a validation to a barcode ticket received by the patron upon entering the facility by printing a secondary barcode on the ticket, which includes the encoding of that particular validation. Upon exiting, the system scans the ticket barcode, calculates the fee, then reads the secondary validation barcode on the same ticket and applies the necessary validation. Validation issuance can be tracked by downloading the data from the off-line validator into the PARCS system. Upon downloading, the system will show which validations have been used and which are still outstanding.

In any type of validation process, validations can be in the form of hourly discount, monetary discount, percentage discount or full validation. Generation of and redemption of the validations must be tracked in system in real-time (with the exception of the off-line validator) with the ability to monitor how many validations have been generated or redeemed at any time and reports that give management the ability to bill-back to a department or group if needed.

5. Other Required Features:

- 5.1** Voice-over-IP (VoIP) intercoms at designated entry & exit lanes that integrate seamlessly into the Authority’s facility management offices.
- 5.2** All lane devices should be IP addressable for scalability, functionality and control.
- 5.3** Custom graphic face panels on field equipment (entry stations, exit stations, card reader stations & POF stations) that include Philadelphia Parking Authority specific instructions and branding.
- 5.4** Barcode scanners in entry & exit lanes that provide the ability to scan pre-printed passes, barcode tickets or barcodes from smart phones.
- 5.5** New vehicle detector loops.
- 5.6** One-way, in-lane video intercom.
- 5.7** New communication wiring throughout facilities as applicable.
- 5.8** New LED lit barrier gates are preferred.
- 5.9** Marketing Opportunities (sell space for Merchant & Company advertising)
- 5.10** MeterUp(Authority’s mobile payment application)

6. Warranty, Maintenance & Support

- 6.1** The PARCS shall include a factory warranty that equipment is free from defects in design, material, manufacturing and operation. During this period, Contractor will cover all parts & labor costs associated with any defects due to normal operations.
- 6.2** Factory warranty period shall be for 24 months from date of documented project substantial completion / sign-off.
- 6.3** The Installing PARCS Contractor shall guarantee the equipment, wire, cable, and installation for 24 months from date of project completion / sign-off.
- 6.4** The installing PARCS Contractor shall provide a quarterly preventive maintenance program on supplied hardware and software for the duration of the manufacturer warranty period. This includes software & firmware updates at no additional charge.

- 6.5** The PARCS Manufacturer shall guarantee availability of parts, for minimum of ten (10) years from date of project completion / sign-off.
- 6.6** Contractor shall provide an option for extended full parts & labor hardware and software coverage for years 3 through 5, year 6, year 7, year 8, year 9 and year 10. This will include a preventative maintenance program and software and firmware updates at no additional charge.
- 6.7** Contractor shall provide a 24/7, 365 technical hardware and software support via phone, email and web portal.
- 6.8** Contractor must notify operator a minimum of five (5) business days in advance of any scheduled service interruptions.
- 6.9** Contractor must guarantee a one (1) hour response time to provide notice to the Authority of the discovery or acknowledge receipt of the Authority's notice to Contractor.
- 6.10** Once the parties have been notified, Contractor must within (2) hours provide the Authority with an action plan and, if necessary, conduct an on-site investigation, subject to the Authority's approval, and notice of the point of contact assigned to resolve the issue.
- 6.11** Contractor must guarantee a 24 hour service restoration time to repairing any issue that arises. No hardware or software component shall be down longer than 24 hours.
- 6.12** Contractor shall utilize a clear service escalation process.
- 6.13** Contractor shall provide a detailed list of replacement parts stock which are recommended for Authority to keep on-hand.

7. Training

- 7.1** Contractor shall provide both written and on-line training documentation.
- 7.2** The Contractor shall conduct on-site training (to be delivered by factory trained personnel) for up to 20 persons employed by the Authority or parking contractor. The class duration shall be at least 32 hours in length and shall include practical operation and testing of installed equipment and project-specific features and options.
- 7.3** Contractor shall provide a dedicated manufacturer-trained technician on-site for the first seven (7) days of system go-live, to provide any last minute training, programming or configuration of system.
- 7.4** The Contractor shall conduct up to 40 hours of on-site refresher training within the first year of project sign-off.
- 7.5** The Contractor shall conduct technical training sessions once a year for eight (8) hours and make them available to those responsible for on-going system operations.

PART V

CONTRACT TERMS AND CONDITIONS

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

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

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

Appendix A
Proposal Form

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

**RFP No. 19-10
PARKING ACCESS AND REVENUE CONTROL SYSTEM FOR CENTER CITY GARAGES**

PROPOSAL FORM

1. The undersigned submits this proposal in response to the above referenced RFP No. 19-10 Parking Access and Revenue Control System, being familiar with and understanding the advertised notice of opportunity, Instructions, 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 Number	Date Received
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

4. **Cost Form:** Offeror may include additional goods or services in the unit cost that are not listed below.

A. Autopark at Old City - Total cost for PARCS replacement_____

The total cost will be inclusive of all hardware, software and system functions described in the Work Statement along with the following:

- Removal and disposal of existing equipment
- Installation
- Facility to house the equipment during testing
- Server Equipment
- License Cost
- Spare parts
- Initial Warranty

Replacement Parts: Identify any parts or tools that may need to be purchased throughout the lifecycle of the system. Offerors should add additional line items below as warranted.

REPLACEMENT PARTS LIST AND OTHER COSTS– PARCS

	Item Description	Unit Cost
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B. Autopark at Independence Mall Garage - Total cost for PARCS replacement_____

The total cost will be inclusive of all hardware, software and system functions described in the Work Statement along with the following:

- Removal and disposal of existing equipment
- Installation
- Facility to house the equipment during testing
- Server Equipment
- License Cost
- Spare parts
- Initial Warranty

Replacement Parts: Identify any parts or tools that may need to be purchased throughout the lifecycle of the system. Offerors should add additional line items below as warranted.

REPLACEMENT PARTS LIST AND OTHER COSTS– PARCS

	Item Description	Unit Cost
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C. Parkade on 8th - Total cost for PARCS replacement_____

The total cost will be inclusive of all hardware, software and system functions described in the Work Statement along with the following:

- Removal and disposal of existing equipment
- Installation
- Facility to house the equipment during testing
- Server Equipment
- License Cost
- Spare parts
- Initial Warranty

Replacement Parts: Identify any parts or tools that may need to be purchased throughout the lifecycle of the system. Offerors should add additional line items below as warranted.

REPLACEMENT PARTS LIST AND OTHER COSTS– PARCS

	Item Description	Unit Cost
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D. Autopark at The Fashion District (Gallery Mall) - Total cost for PARCS replacement_____

The total cost will be inclusive of all hardware, software and system functions described in the Work Statement along with the following:

- Removal and disposal of existing equipment
- Installation
- Facility to house the equipment during testing
- Server Equipment
- License Cost
- Spare parts
- Initial Warranty

Replacement Parts: Identify any parts or tools that may need to be purchased throughout the lifecycle of the system. Offerors should add additional line items below as warranted.

REPLACEMENT PARTS LIST AND OTHER COSTS– PARCS

	Item Description	Unit Cost
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E. Autopark at Jefferson – Total cost for PARCS replacement _____

The total cost will be inclusive of all hardware, software and system functions described in the Work Statement along with the following:

- Removal and disposal of existing equipment
- Installation
- Facility to house the equipment during testing
- Server Equipment
- License Cost
- Spare parts
- Initial Warranty

Replacement Parts: Identify any parts or tools that may need to be purchased throughout the lifecycle of the system. Offerors should add additional line items below as warranted.

REPLACEMENT PARTS LIST AND OTHER COSTS– PARCS

	Item Description	Unit Cost
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F. The Family Courthouse Garage – Total cost for PARCS replacement _____

The total cost will be inclusive of all hardware, software and system functions described in the Work Statement along with the following:

- Removal and disposal of existing equipment
- Installation
- Facility to house the equipment during testing
- Software License Cost
- Spare parts
- Initial Warranty

Replacement Parts: Identify any parts or tools that may need to be purchased throughout the lifecycle of the system. Offerors should add additional line items below as warranted.

REPLACEMENT PARTS LIST AND OTHER COSTS– PARCS

	Item Description	Unit Cost
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G. Autopark at Independence Mall – Total cost for PARCS Replacement _____

The total cost will be inclusive of all hardware, software and system functions described in the Work Statement along with the following:

- Removal and disposal of existing equipment
- Installation
- Facility to house the equipment during testing
- Software Licenses
- Spare parts
- 25 sets of unique tools need for maintenance and repair (if applicable)
- Initial Warranty

Replacement Parts: Identify any parts or tools that may need to be purchased throughout the lifecycle of the system. Offerors should add additional line items below as warranted.

REPLACEMENT PARTS LIST – PARCS

	Item Description	Unit Cost
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H. Parkade on 8th – Total cost for PARCS Replacement_____

The total cost will be inclusive of all hardware, software and system functions described in the Work Statement along with the following:

- Removal and disposal of existing equipment
- Installation
- Facility to house the equipment during testing
- Software Licenses
- Spare parts
- 25 sets of unique tools need for maintenance and repair (if applicable)
- Initial Warranty

Replacement Parts: Identify any parts or tools that may need to be purchased throughout the lifecycle of the system. Offerors should add additional line items below as warranted.

REPLACEMENT PARTS LIST – PARCS

	Item Description	Unit Cost
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I. Autopark at The Fashion District – Total cost for PARCS Replacement_____

The total cost will be inclusive of all hardware, software and system functions described in the Work Statement along with the following:

- Removal and disposal of existing equipment
- Installation
- Facility to house the equipment during testing
- Software Licenses
- Spare parts
- 25 sets of unique tools need for maintenance and repair (if applicable)
- Initial Warranty

Replacement Parts: Identify any parts or tools that may need to be purchased throughout the lifecycle of the system. Offerors should add additional line items below as warranted.

REPLACEMENT PARTS LIST – PARCS

	Item Description	Unit Cost
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J. Autopark at Jefferson (10th Street and Ludlow) – Total cost for PARCS Replacement _____

The total cost will be inclusive of all hardware, software and system functions described in the Work Statement along with the following:

- Removal and disposal of existing equipment
- Installation
- Facility to house the equipment during testing
- Software Licenses
- Spare parts
- 25 sets of unique tools need for maintenance and repair (if applicable)
- Initial Warranty

Replacement Parts: Identify any parts or tools that may need to be purchased throughout the lifecycle of the system. Offerors should add additional line items below as warranted.

REPLACEMENT PARTS LIST – PARCS

	Item Description	Unit Cost
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K. The Family Courthouse Garage - Total cost for PARCS Replacement_____

The total cost will be inclusive of all hardware, software and system functions described in the Work Statement along with the following:

- Removal and disposal of existing equipment
- Installation
- Facility to house the equipment during testing
- Software Licenses
- Spare parts
- 25 sets of unique tools need for maintenance and repair (if applicable)
- Initial Warranty

Replacement Parts: Identify any parts or tools that may need to be purchased throughout the lifecycle of the system. Offerors should add additional line items below as warranted.

REPLACEMENT PARTS LIST – PARCS

	Item Description	Unit Cost
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L. Cost of Maintenance Agreement:

	YEARLY TOTAL
YEAR 3 THROUGH 5	
YEAR 6	
YEAR 7	
YEAR 8	
YEAR 9	
YEAR 10	

M. Unit Cost of Software License: _____

N. Gateway Fee (if applicable): _____

5. **Requirement Statement:** The undersigned Offeror agrees to provide a Parking Access and Revenue Control System as specified in the Work Statement, any Addenda, if issued and the response submitted.

Signature

Name
(Please Print)

Title

Date

6. Offeror Signatures: Complete one section below.

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

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

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

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

7. Affidavit of Non-Collusion:

State of: _____
County of: _____

RFP No. _____

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

I state that:

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

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

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

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

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

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

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

Signature

Printed Name

Notary Public
My Commission Expires: _____

8. Qualifications:

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

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

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

i.

ii.

iii.

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

e. **Federal EIN Number:** _____

9. Certified Apprenticeship Program Participation

For all applicable work, Offeror or subcontractor must be currently participating in an approved Apprenticeship Program which is currently registered with the U.S. Department of Labor or a state apprenticeship agency for each craft or trade that will be engaged in the Work. Bidders shall employ apprentices whose training and employment are in full compliance with the Apprenticeship and Training Act, approved July 14, 1961.

- 1) Does Offeror or subcontractor participate in an approved Apprenticeship Program which is currently registered with the U.S. Department of Labor or a state apprenticeship agency for each craft or trade that will be engaged in the Work? (Attach appropriate documents evidencing participation and enrollment in Apprenticeship Program[s])

Yes No

- 2) Is Offeror or subcontractor a signatory to a collective bargaining agreement for each craft or trade that will be engaged in the Work? (Attach appropriate documents evidencing the relevant agreement[s])

Yes No

If the answer was "Yes" to questions 1 or 2, please answer question 3 (including sub-parts) below.

- 3) Does Offeror or subcontractor, or its labor for each craft or trade, have apprentices and trainees currently participating in said Apprenticeship Program[s]?

Yes No

- (a) If yes, has Offeror or subcontractor, or its labor for each craft or trade, graduated at least one (1) enrollee in each of the past three (3) years?

Yes No

- (b) If yes, has Offeror or subcontractor (or its labor for each craft or trade) successfully graduated at least 75% of the program enrollees in each of the past three (3) years*? (Graduation rate is calculated by dividing graduates in a calendar year by the number of enrollees in that year.)

Yes No

The Undersigned hereby certifies that it participates, directly or through its labor for each craft or trade, in an approved Apprenticeship Program which is currently registered with the U.S. Department of Labor or a state apprenticeship agency for each craft or trade that will be engaged in the Work; that the attached documentation is true and correct proof of its current participation; and will continue to participate in applicable apprenticeship programs for each craft or trade for the full duration of the Work.

Authorized Signature

Print Name of Signer

Name of Company

Title of Signer

Date

LIST OF SUBCONTRACTORS AND MATERIAL SUPPLIERS

(copy page as needed)

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

SUBCONTRACTOR OR MATERIAL SUPPLIER		
Name:		
Type of Work:		
Phone:	Phone:	
Address:		
City:	City:	City:
Union Affiliation (if any):		
Signature of Individual, Owner or Partner:		
Name and Title of Signer:		
Name of Firm:		
Date:		
SUBCONTRACTOR OR MATERIAL SUPPLIER		
Name:		
Type of Work:		
Phone:	E-mail:	
Address:		
City:	State:	ZIP Code:
Union Affiliation (if any):		
Signature of Individual, Owner or Partner:		
Name and Title of Signer:		
Name of Firm:		
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 Business Procurement Initiative (SBPI) 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 must attach a copy of their SBPI certificate to this page. Offeror will be required to maintain their status as a certified Small and Small Diverse Business throughout the entire term of the contract.

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



Proposal Decline Form: RFP No. 19-10 – Parking Access and Revenue Control System Center City Garages

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
- Work Statement unclear (explain below)
- Unable to meet Insurance Requirements
- Unable to meet Contract Requirements (explain below)
- Other (specify below)

Comments:

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

Appendix B
Sample Contract

**AGREEMENT FOR PARKING ACCESS AND REVENUE CONTROL SYSTEM
BY AND BETWEEN
THE PHILADELPHIA PARKING AUTHORITY
AND**

_____.

Contract No. K-_____

THIS AGREEMENT effective as of the ____ day of _____, 2020 by and between **The Philadelphia Parking Authority**, an agency of the Commonwealth of Pennsylvania and a body corporate and politic, with its principal address at 701 Market Street, Suite 5400, Philadelphia, PA 19106 (the “**Authority**”) and _____, with a registered address at _____ (“**Contractor**”).

WITNESSETH:

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

WHEREAS, the Authority, in the public interest, has undertaken to provide an efficient, modern and reliable Parking Access and Revenue Control System for all off-street parking garages owned and operated by the Authority in the City of Philadelphia (“**System**”);

WHEREAS, in order to procure such System, the Authority issued a Request for Proposals “Parking Access and Revenue Control Equipment Center City Garages” RFP No. 19-10 on _____ (“**RFP**”);

WHEREAS, Contractor submitted a conforming proposal to the RFP on _____, (“**Proposal**”) and is in the business of designing, producing, integrating, installing, implementing and maintaining a System of the type that the Authority desires to procure;

WHEREAS, Contractor has proposed that it will design, develop, produce and provide and install the System, train Authority employees and consultants to use and operate the System, and will provide maintenance and support for the System;

WHEREAS, after due consideration and deliberation within the Authority, Contractor was selected to provide the System hereinafter described upon the successful negotiation of this Agreement and assent of the Authority’s Board; and

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

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 System Requirements and System Specifications. Acceptance Criteria will be prepared by the Authority with the assistance of Contractor. In any event, the parties agree that the neither the System nor any component of the System will be accepted, except on the incremental basis set forth in the Schedule and upon Final System Acceptance.

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

1.3 “AOC” will mean Attestation of Compliance.

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

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

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

1.7 “Authority Specifications” will mean the description of the Authority required features, functions and performance characteristics for the System (including certain components of the System) set forth in the RFP or any other form provided by the Authority.

1.8 “Autopark at Independence Mall” will mean the off-street parking garage located at 41 North 6th Street, Philadelphia PA 19106.

1.9 “Autopark at Jefferson” will mean the off-street parking garage located at 14-18 South 10th Street, Philadelphia PA 19107.

1.10 “Autopark at Olde City” will mean the off-street parking garage located at 125 South 2nd Street, Philadelphia PA 19106.

1.11 “Autopark at The Fashion District (Gallery Mall)” will mean the off-street parking garage located at 44 North 9th Street, Philadelphia PA 19107.

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

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

1.14 “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 “___”.

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

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

1.17 “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.

1.18 “Delivery” is defined as Contractor delivering the Equipment as directed by the Authority’s Project Manager and to a location(s) designated by the Authority’s Project Manager.

1.19 “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.

1.20 “Equipment” will mean all Hardware and Software and any other required components included in the System in accordance with the specifications contained in the RFP, Proposal and this Agreement.

1.21 “Expenses” will have the meaning set forth in Section 4.3 hereof.

1.22 “Family Courthouse Garage” will mean the off-street parking garage located at 1503-11 Arch Street, Philadelphia PA 19102.

1.23 “Final System Acceptance” will mean completion of the Final Trial Period, testing and written acceptance by the Authority as provided in Article VI hereof.

1.24 “Final Trial Period” will mean at least a 30-day period following installation and implementation of the System during which the Authority tests the System in operation, as described in _____ hereof.

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

1.26 “Fixed Fee” will have the meaning set forth in Section 4.1 hereof.

1.27 “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.

1.28 “Indemnities” will have the meaning set forth in Article XIV hereof.

1.29 “Initial Warranty Period” will mean the period beginning with the mutual execution of this Agreement and ending 2 years after Final System Acceptance.

1.30 “Maintenance and Support Agreement” will mean the agreement described in Section 10.2.

1.31 “Parkade on 8th” will mean the off-street parking garage located at 801 Filbert Street, Philadelphia PA 19107.

1.32 “PA-DSS” is Payment Application Data Security Standard.

1.33 “PCI-DSS” is Payment Card Industry Data Security Standards.

1.34 “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 System.

1.35 “Project” will mean design, development, production, delivery, integration, and implementation by Contractor of the System, and the training by Contractor of Users to use and operate the System, and maintenance of the System during the Initial Warranty Period.

1.36 “Proprietary Information” will have the meaning defined in Section 13.1 hereof.

1.37 “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.

1.38 “RFP” is The Philadelphia Parking Authority’s Request for Proposals “Parking Access and Revenue Control Equipment Center City Garages” RFP No. 19-10, and all Exhibits annexed thereto and all addenda thereof, a true and correct copy of which is attached hereto as Exhibit “B”.

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

1.40 “Scheduled Completion Date” will be _____.

1.41 “Significant Failure” is defined as any defect or malfunction that impacts the full functionality of the System or equipment, 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.

1.42 “Site Testing” consists of testing at the Authority’s designated location to ensure the full functionality of the Equipment.

1.43 “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.

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

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

1.46 “System” means the new Equipment, Hardware and Software necessary to fully support the System, as described in the RFP, Proposal, and this Agreement. For purpose of clarification, and not by way of limitation, the System includes all manuals and documentation set forth in the RFP and will in all cases be composed entirely of new equipment.

1.47 “System Completion Date” will mean the date in which Contractor has fully installed and implemented the System and the System is ready for the Final Trial Period.

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

1.49 “System Test Procedures” will mean the test procedures that verify whether the System meets all of the System Specifications and System requirements.

1.50 “System Specifications” means the description of the System as set forth in the RFP, Proposal and this Agreement.

1.51 “Technical Requirements” means the functional, technical and operational requirements of the System as set forth in the RFP, Proposal, and this Agreement.

1.52 “Training” will mean providing a minimum of _____ hours of training for the designated Authority staff to develop expertise in the following areas: unit and parts installation, maintenance, troubleshooting repairs, programming, operations, collections and reports.

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

1.54 “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 deliver the Equipment and 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 herein as set forth in the example below.

2.2.1 Phase 1-_____ (Estimated Cost for Phase/stage 1 _____)

<u>STAGE</u>	<u>DATE DUE</u>	<u>EVENT</u>	<u>MILESTONE PAYMENTS</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

2.2.2 Project Phases/Stages/Retainage. The Project will be implemented in various phases according to the Schedule. The purpose of the phases/stages is to provide for an orderly process for installation, testing, and incremental payment of the Fixed Fee. A retainage of ten (10%) percent of each phase’s actual *pro rata* portion of the Fixed Fee will be determined at the time final payment for that phase is otherwise due to Contractor. The balance of the retainage will be paid to Contractor upon Final System Acceptance. During these phases and after Final System Acceptance, operation of the System must not interfere with any existing parking access and revenue control system. Contractor acknowledges that the existing parking access and revenue control system will remain available for use, and must not be disabled, until the Authority decides in its sole discretion that such system is no longer needed.

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 Contract 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 18.1(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.

2.6 Authority's Project Manager. Unless otherwise specified by the Authority, the Authority's project manager ("Authority Project Manager") will be its _____ . All requests for payment by the Contractor under this Agreement must be directed to the Authority Project Manager.

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

ARTICLE III SUBCONTRACTORS; THIRD-PARTY HARDWARE & SOFTWARE

3.1 Subcontractors. The selection of subcontractors by Contractor will be subject to the prior written approval of the Authority, such approval not to be unreasonably withheld. Following the Authority's approval of a selected subcontractor, Contractor must negotiate a Subcontractor Agreement with the selected subcontractor, which Subcontractor Agreement will be subject to the written approval of the Authority (such approval not to be unreasonably withheld or delayed) prior to being entered into by Contractor. The initial list of Subcontractors in Contractor's Proposal, and the Authority gives preliminary approval for the use of the Subcontractors listed, subject to the Authority's written approval of the Subcontractor Agreements, such approval not to be unreasonably withheld or delayed. Approval of a

Subcontractor or Subcontractor Agreement by the Authority will not limit or absolve Contractor's duties, obligations or warranties under this Agreement for any part of the System or Project.

3.2 Third-Party Software and Hardware. Contractor must notify and obtain the written approval of the Authority prior to making any purchase of third-party Hardware or Software. Approval of such purchases by the Authority will not limit or absolve Contractor's duties, obligations or warranties under this Agreement for any specific Hardware or Software, or any part of the System or Project. Based on Contractor's representations in this Agreement and the Proposal, the initial list of Third Party Software and Hardware listed in Contractor's Proposal will be deemed approved for inclusion in the System by the Authority.

3.3 Third-Party Services. The Authority reserves the right, at its sole discretion and with thirty (30) days notice to Contractor, to change service providers or terms of service for all 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 System or a necessary component of Contractor's deliverables.

3.4 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.

3.5 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 IV PAYMENT TERMS

4.1 Compensation. The Authority will pay Contractor for Contractor's performance of the Project, including the System, Work Product, delivery of all necessary components of the System (including Hardware and Software) (the "Fixed Fee"), 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"). The Fixed Fee must also include all Subcontractors' fees, Expenses, Software and Hardware. The Fixed Fee will include the other cost items set forth in the Cost Form, as set forth in the examples below:

(a) Replacement Parts must be delivered to the Authority within ten (10) days upon written request from the Authority and the Authority will pay the cost listed in the Proposal of such items within thirty (30) days of delivery and acceptance.

(b) Maintenance and Support Agreement will be delivered pursuant to Article X of this Agreement.

4.2 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 pre-approved Subcontractor(s).

4.3 Expenses. The Authority will not be responsible for any expenses of Contractor or Subcontractor, including, but not limited to, travel, lodging, meals, telephone and postage (the "Expenses"). All such expenses must be included in the Fixed Fee.

4.4 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 System. 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 System. To the extent practical, Contractor must use shippers authorized by the Authority.

4.5 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.

4.6 Reservation by the Authority. If Contractor fails to timely provide any Hardware or COTS Software required by the System, 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 System, the exercise of this right will not relieve Contractor of its warranty obligations with respect to the System under this Agreement.

ARTICLE V CHANGE ORDERS

5.1 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 24.1(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 VI TEST AND ACCEPTANCE; QUALITY ASSURANCE

6.1 Testing of System. Contractor will cause the System 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.

6.2 Acceptance of Design and Implementation Documents. At least ten (10) days prior to the start of each testing phase of the Project, 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.

6.3 Site Testing.

(a) Contractor must assist the Authority in Stages _____ of the Schedule in testing the Equipment for each Phase in accordance with the System Test Procedures and this Agreement. Authority personnel will conduct lane tests for each Phase at each location.

(b) Each Testing Phase will be successfully completed after the Equipment are 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 lane testing will be conducted in its entirety.

(c) Site Testing may conclude although certain Technical Requirements necessary for full and ultimate System 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 Trial Period for each Phase. The Trial Period 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.

6.4 Phase Trial Periods.

(a) Contractor must assist the Authority in Stages _____ of the Schedule in testing the System as then installed for the relevant phase for a period of thirty (30) consecutive days in accordance with the System Test Procedures for each Phase and this Agreement.

(b) The Trial Period will be successfully completed if the System fully operates for thirty (30) consecutive days without a Significant Failure. If there is a Significant Failure during a trial period, then the thirty (30) day trial period will begin again at the time of discovery of the Significant Failure.

(c) In the sole discretion of the Authority's Project Manager, any thirty (30) day Trial Period may conclude after only fifteen (15) days, if the Systems functionality has performed flawlessly.

(d) Trial Period testing for Stages _____ of the Schedule may conclude although certain Technical Requirements necessary for full and ultimate System 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 relevant phase of the Schedule.

(e) In any event, it may be considered a default under this Agreement if any scheduled Trial Period and associated Punch Lists, if any, remain incomplete for a period of more than thirty (30) days beyond its scheduled completion date.

6.5 Final Trial Period. A Final Trial Period will begin on the first normal Authority work day following the System Completion Date. The Final Trial Period will be successfully completed if the System, and each of its components, fully operates for thirty (30) consecutive days without a Significant Failure. If there is a Significant Failure during a trial period, then the thirty (30) day trial period will begin again at the time of discovery of the Significant Failure, however, it will be considered a default under this Agreement if the Final Trial Period remains incomplete for a period of more than sixty (60) days. The successful completion of the Final Trial Period will cause Final System Acceptance and the payment of the retainage to Contractor.

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

ARTICLE VII
LIQUIDATED DAMAGES

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

7.2 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 System 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 System. 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 System is out of service or otherwise unavailable as a result of damages stemming from the misuse or unauthorized modification to the System 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.

7.3 Delay Damages. If Final System Acceptance does not occur on, before or within sixty (60) days after the System Completion Date 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 sixty (60) days after the System Completion Date up to and including the date on which Final System Acceptance occurs, Contractor must pay to the Authority as liquidated damages, not as a penalty, for such delay, the following amount(s): \$1,000 per day.

7.4 Reliability Damages. The System must be available twenty-four (24) hours, seven (7) days a week. If any unavailability or unreliability of the System is discovered by Contractor or through notice from the Authority to Contractor, Contractor must, within one (1) hour provide notice to the Authority of the discovery or acknowledge receipt of the Authority's notice to Contractor. If Contractor fails to notify the Authority of such discovery or fails to acknowledge the Authority's notification to Contractor within one hour, Contractor must pay to the Authority as liquidated damages, not as a penalty the following amount(s): \$200 per hour.

Once the parties have been notified, Contractor must within (2) hours provide the Authority with an action plan and, if necessary, conduct an on-site investigation, subject to the Authority's approval, and notice of the point of contact assigned to resolve the issue. If Contractor fails to provide the action plan and/or investigation within two (2) hours, Contractor must pay to the Authority as liquidated damages, not as a penalty the following amount(s): \$300 per hour. If Contractor fails to complete the action plan within the mutually agreed upon time, Contractor must pay to the Authority as liquidated damages, not as a penalty the following amount(s): \$500 per hour. At no time may any action plan require more than twenty-four (24) hours to be completed unless agreed to in advance by the Authority, in the Authority's sole discretion. Additionally, the remedies under such Section 11.10 will be considered liquidated damages.

ARTICLE VIII SOFTWARE

8.1 In General. Software provided to the Authority as part of the System 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 System. All Software will be Developed Software unless listed in Contractor's Proposal as COTS Software or otherwise identified in writing as Prior Existing Software.

8.2 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.

8.3 Software Updates. Until Final System Acceptance and during the Warranty Period, Contractor must make updates to the Software as they become available at no additional cost to the Authority. Contractor must also provide necessary Software Updates to the System for a period of not less than ten (10) years from final payment under this Agreement at no additional cost to the Authority. At least five (5) days prior to the implementation of any Software Update, Contractor must provide written notice of the Software Update to the Authority's Project Manager.

ARTICLE IX OWNERSHIP OF WORK PRODUCT; LICENSES

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

9.2 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.

9.3 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.

9.4 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 X SUPPORT SERVICES

10.1 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.

10.2 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 System 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.

10.3 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 System (including all replacement of necessary Hardware and Software) for ten (10) years from the date of Final System Acceptance, and to provide any and all available upgrades to the System at no cost to the Authority throughout that ten (10) year period.

10.4 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 of a failure, Authority Data must be able to be restored back to no more than one (1) hour prior to the loss or failure. Time needed to do perform the restoration must be less than one (1) hour.

ARTICLE XI REPRESENTATIONS AND WARRANTIES

11.1 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 or 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.

11.2 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 with the PCI-DSS by providing an AOC. 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).

11.3 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.

11.4 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 System 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, the 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.

11.5 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.

11.6 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.

11.7 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.

11.8 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.

11.9 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.

11.10 Operational Reliability Warranty. Contractor represents and warrants that the System meets the reliability criteria set forth in this Agreement for ten (10) years from Final System Acceptance, provided that such warranty will not apply to any individual item of Hardware which the Authority fails to periodically inspect in accordance with any Hardware inspection protocols which the parties may mutually agree to in writing. In addition to the remedies set forth in this Agreement and to the extent that Section 11.5 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.

11.11 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.

11.12 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.

11.13 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 XII TAXES

12.1 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.

12.2 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 XIII CONFIDENTIALITY

13.1 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.

13.2 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.

13.3 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 XIV
INDEMNIFICATION

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

14.2 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.

14.3 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.

14.4 PCI-DSS Indemnification. 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 11.2. 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

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.

14.5 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 XV INSURANCE

15.1 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").

15.2 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.

15.3 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 XVI TERM AND TERMINATION

16.1 Term. This Agreement is not effective and will not commence until the Effective Date and thereafter will continue in full force and effect unless and until terminated as provided below.

16.2 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.

16.3 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 XVII, the Authority's decision will be final and binding.

16.4 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 16.2(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 XVII.

16.5 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.

16.6 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 VII (Liquidated Damages), VIII (Software;), IX (Ownership of Work Product; Licenses), XI (Representations and Warranties), XIII (Confidentiality), XIV (Indemnification) and XXIV (Audit) and Section 10.3 (Ongoing Support) will survive termination of this Agreement regardless of the reason for termination.

16.7 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.

ARTICLE XVII
DISPUTE RESOLUTION

17.1 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.

17.2 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.

17.3 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 XVIII
DEFAULT

18.1 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 23.1;
- (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.

18.2 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 18.3 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.

18.3 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.

18.4 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 System 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 XIX ENVIRONMENTAL COMPLIANCE

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

19.2 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.

19.3 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.

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

ARTICLE XX
RESERVED

ARTICLE XXI
FAIR EMPLOYMENT PRACTICES/EQUAL OPPORTUNITY

21.1 In General. 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.

21.2 Subcontractors. Contractor will include the provisions of Section 21.1 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 XXII
PERFORMANCE BOND AND LABOR AND MATERIAL BOND

22.1 From the Effective Date until Final System Acceptance, the Contractor will obtain and maintain the performance bonds and labor and material 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 System 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 XXIII
COMPLIANCE WITH LAWS, RULES, ETC.

23.1 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.

23.2 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.

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

(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.

23.4 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 XXIV AUDIT

24.1 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 V. 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 XXV GENERAL PROVISIONS

25.1. 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.

25.2. 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.

25.3. 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.

25.4. 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.

25.5 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 seven (7) 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.

25.6 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.

25.7 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.

25.8 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.

25.9 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.

25.10 Work on the Authority's 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.

25.11 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.

25.12 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.

25.13 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.

25.14 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.

25.15 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.

25.16 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.

25.17 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.

25.18 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.

25.19 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.

25.20 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.

25.21 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.

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

The Philadelphia Parking Authority

Attest: _____

By: _____

Scott A. Petri
Executive Director

Print Name: _____

Print Title: _____

APPROVED AS TO FORM

By: _____
General Counsel's Office

Witness: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

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.

Appendix C

Insurance Requirements

THE PHILADELPHIA PARKING AUTHORITY
INSURANCE AND REQUIREMENTS - RFP No. 19-10
PARKING ACCESS AND REVENUE CONTROL EQUIPMENT – CENTER CITY
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Prior to commencement of the contract and until completion of your work, **Vendor** shall, at its sole expense, maintain the following insurance on its own behalf, with an insurance company or companies having an A.M. Best Rating of “A-: Class VII” or better, and furnish to The Philadelphia Parking Authority 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 #11.

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 #11.

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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, business auto liability insurance, and employers liability as required by this contract. Owner must be named as additional insured as shown in requirement #11.
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 \$10,000,000. Owner must be named as additional insured as shown in requirement #11.
7. Installation Floater: In effect at all times during the scope of this project in an amount equal to the value of this project.
8. Crime Insurance: including coverage for Employee Theft of Client Property, with minimum limits of \$1,000,000. Owner must be added as a Loss Payee.
9. Deductibles or Self Insured Retentions: **Vendor** is responsible to pay any and all deductibles and/or self-insured retentions that may apply to the required insurance.
10. 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
11. The Philadelphia Parking Authority, The City of Philadelphia, The Commonwealth of Pennsylvania its agents, employees, representatives, officers and directors individually and collectively, shall be added as ADDITIONAL INSUREDS on the policies as noted above even for claims regarding their Sole Negligence. **Vendor'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.
12. It is agreed that **Vendor's** insurance will not be cancelled, materially changed or non-renewed without at least thirty (30) days written notice to The Philadelphia Parking Authority, 701 Market Street, Suite 5400, Philadelphia, PA 19106, by Certified Mail-Return Receipt Requested.

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13. Waiver of Rights of Recovery and Waiver of Rights of Subrogation:
- a) **Vendor** waives all rights of recovery against The Philadelphia Parking Authority and all additional Insureds for loss or damage covered by any of the insurance maintained by **Vendor** pursuant to this Contract.
 - b) **Vendor** and its respective insurance carriers hereby waive all rights of subrogation against The Philadelphia Parking Authority and all additional insureds for loss or damage covered by any of the insurance maintained by **Vendor** Pursuant to this contract.
 - c) If any of the policies of insurance required under this Contract require an endorsement to provide for the waiver of subrogation set forth in (b) above, then the named insureds of such policies will cause them to be endorsed.
14. The amount of insurance provided in the aforementioned insurance coverages shall not be construed to be a limitation of the liability on the part of the **Vendor**.
- None of the requirements contained herein as to the types, limits, or Philadelphia Parking Authority's approval of insurance coverage to be maintained by **Vendor** are intended to and shall not in any manner, limit, qualify, or quantify the liabilities and obligations assumed by **Vendor** under the Contract Documents, any other agreement with **Vendor**, or otherwise provided by law
15. Any type of insurance or any increase in limits of liability not described above which the Authority requires for its own protection or on account of statue shall be its own responsibility and at its own expense.
16. The carrying of insurance shall in no way be interpreted as relieving **Vendor** of any responsibility or liability under the contract.
17. Prior to the commencement of work or use of premises, **Vendor** shall file Certificates of Insurance with The Philadelphia Parking Authority, which shall be subject to The Philadelphia Parking Authority's approval of adequacy of protection and the satisfactory character of the insurer. The Certificates of Insurance should be mailed within five days of receipt of these insurance requirements to The Philadelphia Parking Authority, 701 Market Street, Suite 5400, Philadelphia, PA 19106, regardless of when your work will start. Project description and Job Number must be shown on the Certificate of Insurance.

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

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thereof to The Philadelphia Parking Authority immediately upon presentation of an invoice.

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

Appendix D

Electrical and Communications Specifications
(to be added via addendum)

Appendix E

Facility Information Summary

Facility Information Summarization

***All locations are equipped with one office terminal for non-regular transactions**

AutoPark @ Olde City - 125 South 2nd Street

615 spaces
 3 ticket dispensers with HID and Intercom
 2 Express exits with HID and Intercom
 3 Cash/Credit/Coin pay stations with Intercom
 Oversize Vehicle area with 1 ticket dispenser with HID and Intercom and 1 express exit with HID and Intercom
 Open 24/7

AutoPark @ Independence Mall - 41 N. 6th Street

612 spaces
 2 ticket dispensers with HID and Intercom
 2 Express exits with HID and Intercom
 4 Cash/Credit/Coin pay stations with Intercom
 6th Street pedestrian door HID/MAG stripe reader - Inactive but hardware still present
 Open 24/7

Parkade on 8th - 801 Filbert Street

1,222 spaces
 4 ticket dispensers with AVI, HID and Intercom
 4 Express exits with AVI, HID and Intercom
 1 Express exit with reversible AVI, HID and Intercom (8th Street exit)
 3 Cash/Credit/Coin pay stations with Intercom
 2 AVI, HID and Intercom nested lanes
 1 reserved area without PARCs equipment/infrastructure (No entry and exit TIM, AVI, HID or Intercom)
 Open 24/7

AutoPark @ the Gallery (MSE) - 44 N. 9th Street

850 spaces
 2 ticket dispensers with AVI, HID and Intercom
 3 Express exits with AVI, HID and Intercom
 4 Cash/Credit/Coin pay stations with Intercom
 Monday through Sunday, 6am to Midnight

AutoPark @ Jefferson (10th and Ludlow) - 14-18 S. 10th Street

450 spaces
 1 entry lane with 2 TIMs (Redundant) with HID and Intercom
 2 Express exits with HID and Intercom
 2 Cash/Credit/Coin paystations with Intercom
 Daily, 5am to 11pm

The Family Courthouse Garage - 1503-11 Arch Street

265 spaces
 1 ticket dispenser with AVI, HID and Intercom
 1 Express exit with AVI, HID and Intercom
 1 reversible middle lane with AVI, HID and Intercom
 2 nested lanes with roll down gate. AVI, HID and Intercom hardware but HID inactive/not functioning
 2 Cash/Credit/Coin paystations with Intercom
 AVI, HID and Intercom at garage door (roll down gate) with security system/PARCs - HID usage for entry only, can not exit using HID
 Monday through Friday 5:30am to 11pm; Saturday and Sunday 6am to 10pm

Appendix F

Equipment Matrix

Off-Street Operations - Center City Portfolio																													
Facility	Facility Layout	Space Count	Hours of Operation	Lane Totals					POF & Hardware								Lane Hardware								Office & Hardware				Comments
				Entry	Exit	V-Ticket	Nested Area	Reversible/Multi-Use	POF Cash/Credit/Coin Unit	BNAs	Note Cassettes	Coin Hoppers	Coin Safes	De La Rues	Intercom	Articulating Gate	Barrier Gate	Receipt Dispenser	Ticket Dispenser	Date/Time/Cost Display	Intercom	Prox Reader (HID)	AVI Reader	Loop	Central Cashier Station	Credit Card Terminal	Customer Fee Display	Intercom Base Station	
AutoPark @ Olde City - 125 S. 2nd Street	5 Levels	615	24/7	3	2	x			3	x		x	x	x	x		x	x	x	x	x	x	14	x	x	x	x		
	Oversized Vehicle Parking			1	1	x											x	x	x	x	x								
AutoPark @ Independence Mall - 41 N. 6th Street	3 Levels (Underground)	612	24/7	2	2	x			4	x		x	x	x	x	x		x	x	x	x	8	x	x	x	x		6th Street pedestrian door HID/MAG stripe reader. Inactive but hardware still present	
Parkade on 8th - 801 Filbert Street	6 Levels	1222	24/7	4	4	x	2	1	3	x	x	x	x	x	x	x		x	x	x	x	22	x	x	x	x			
	Reserved Area without PARC equipment/infrastructure																												
AutoPark @ the Gallery (MSE) - 44 N. 9th Street	8 Levels	850	Monday through Sunday, 6am to Midnight	2	3	x			4	x		x	x	x	x		x	x	x	x	x	15	x	x	x	x			
AutoPark @ Jefferson - 14-18 S. 10th Street	5 Levels	450	Daily - 5am to 11pm	1	2	x			2	x		x	x	x	x		x	x	x	x	x	6	x	x	x	x		*2 Entry TIMs (Redundant Entrance)	
The Family Courthouse Garage - 1503-11 Arch Street	3 levels (Underground)	265	Mon-Friday 5:30am to 11pm	1	1	x	2	1	2	x	x	x	x		x	x		x	x	x	x	10	x	x	x	x		*AVI, HID, Intercom @ garage door (roll down gate) w/ security system/PARCs - HID usage for entry only, can not exit using HID	
			Sat. & Sun, 6am to 10pm																										*Loops installed in ceiling, not under surface @ FC Garage