

REQUEST FOR PROPOSALS FOR

Mobile Parking Payments 2022

RFP No. 22-01

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PART I

GENERAL INFORMATION TO OFFERORS

SUMMARY	
When:	Proposals must be submitted by Friday, April 8, 2022 no later than 12:00 PM.
Where:	Philadelphia Parking Authority Attention: Mary Wheeler, Director of Procurement 701 Market Street, Suite 5400 Philadelphia, PA 19106
How:	Proposals must be delivered by emailing one pdf file that is password protected to Mary Wheeler, mwheeler@philapark.org or in a sealed package delivered via mail, certified mail, return receipt requested (to include commercial delivery services) or by hand-delivery no later than Friday, April 8, 2022 no later than 12:00 PM. The subject line of the e-mail must be "RFP No. 22-01 Mobile Parking Payments 2022." If proposal is delivered via email, a hard copy will also be required and will be accepted after the due date as long as the proposal is received via email prior to April 8, 2022 at 12:00 PM.
Mandatory Pre-Proposal Meeting	<p>A mandatory virtual Pre-Proposal Meeting will be on Wednesday, March 2, 2022 at 11:00 AM via GoToMeeting. See information below:</p> <p>Pre-Proposal Meeting</p> <p>Please join my meeting from your computer, tablet or smartphone. https://global.gotomeeting.com/join/763758101</p> <p>You can also dial in using your phone. United States: +1 (312) 757-3117</p> <p>Access Code: 763-758-101</p> <p>New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/763758101</p> <p>Offerors must be in attendance at this meeting to be considered an eligible Offeror.</p> <p>Prospective Offerors who are having technical difficulties attending the meeting should contact Shannon Stewart for assistance, 215.837.9025.</p> <p>Please complete Offeror Registration Form the prior to the meeting.</p>

I-1. Introduction.

This Request for Proposals (“RFP”) is being issued by the Philadelphia Parking Authority, (“Authority”), a body corporate and politic created under the laws of the Commonwealth of Pennsylvania in accordance with the Act of June 19, 2001, P.L. 287, No. 22, 53 Pd. C.S. § 5501 et seq. as amended, known as the “Parking Authority Law”. The Authority seeks to procure a complete mobile parking payment system option for all current and planned on-street and designated off-street paid parking areas in the City of Philadelphia, along with associated services under a (3) three-year contract with the option of two (1) one-year renewals at the sole discretion of 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.

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.**

I-2. Mission Statement.

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

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

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

I-3. Procurement Questions.

Prospective Offerors are encouraged to submit questions concerning the RFP in writing no later than Wednesday, March 23, 2022 at 12:00 PM. Questions concerning this RFP are to be submitted via email to Mary Wheeler at mwheeler@philapark.org with “RFP No. 22-01 Mobile Parking Payments 2022” listed in the subject line. Only questions submitted in writing will be addressed. The Authority will answer all questions in writing to all qualified Offerors. Any furnished answers will not be official until they have been verified, in writing, by the Authority. The Authority shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFP or formally issued as an addendum by the Authority. The Authority does not consider questions to be a protest of the Work Statement or of the solicitation.

I-4. Clarification of Instructions.

Should the prospective Offeror find a discrepancy in or an omission from the Work Statement or any part of this RFP, or should he or she be in doubt as to the meaning of any term contained therein, the Offeror shall notify Mary Wheeler, Director of Procurement via email at mwheeler@philapark.org prior to the question deadline. All questions and clarification requests will be responded to via written addendum that will be emailed to all registered Offerors. Addenda will also be posted to the Authority's website, www.philapark.org.

I-5. Restrictions of Contact.

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

I-6. Proposal Conditions.

Proposals must be delivered by emailing one pdf file that is password protected to Mary Wheeler, mwheeler@philapark.org or in a sealed package delivered via mail, certified mail, return receipt requested (to include commercial delivery services) or by hand-delivery no later than Friday, April 8, 2022 no later than 12:00 PM. The subject line of the e-mail must be "RFP No. 22-01 Mobile Parking Payments 2022." If proposal is delivered via email, a hard copy will also be required and will be accepted after the due date as long as the proposal is received via email prior to April 8, 2022 at 12:00 PM.

Each Offeror shall submit to the Authority the information and forms required, which forms and information shall become the property of the Authority and will not be returned to Offerors, unless a written request to withdraw is received prior to the opening of proposals. Failure to attach documents required for submittal at the time of submittal will result in the offer being rejected.

I-7. Small and Small Diverse Business Requirements.

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

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

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

I-8. Signatures Required.

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

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

1. The Non-Collusion Affidavit is material to any contract awarded through a public solicitation.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the offeror who makes the final decision on terms and prices identified in the proposal.

3. Bid rigging or collusion and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit below should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the offeror with responsibilities for the preparation, approval or submission of the proposal.
4. In the case of a proposal submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary proposal" as used in the Affidavit has the meaning commonly associated with that term in the request for proposal process, and includes the knowing submission of proposals higher than the proposal of another firm, any intentionally high or noncompetitive proposal, and any other form of proposal submitted for the purpose of giving a false appearance of competition.
6. Failure to file and attach an Affidavit in compliance with these instructions will result in disqualification of the proposal.

I-10. Insurance Requirements.

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

I-11. Executed Contract Required.

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

I-12. Contract Negotiation.

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

I-13. Business Licenses:

The proposal should include the Offeror's Philadelphia Commercial Activity License (formerly Business Privilege License) number and the Offeror's Federal Tax ID number if the Offeror is seeking representation of the Authority in Philadelphia. If the Offeror does not currently have a Philadelphia Commercial Activity License, it must obtain one no later than five business days after the Board awards the contract. If the Offeror does not believe that it needs a Philadelphia Activity License, an explanation with references to statute and/or the Philadelphia Code should be included with the proposal.

I-14. Rejection or Acceptance of Proposals.

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

The responsible Offeror whose proposal is determined in writing to be the most advantageous to the Authority, taking into consideration price and all evaluation factors, shall be selected for contract negotiation. In the event the negotiations reveal that the proposal selected for negotiation is not the most advantageous or the Offeror selected for negotiation defaults or withdraws from negotiation, the Evaluation Committee may select another proposal then determined to be the most advantageous to the Authority, taking into consideration price and all evaluation factors, for contract negotiation. The Authority may cancel the RFP and reject all proposals at any time prior to award by the Board.

The Authority reserves the right to waive any irregularities in the completion of the forms and papers enclosed in this schedule; to accept or reject any or all proposals; to re-advertise for proposals if desired, and to accept any proposal which, in the judgment of the Authority, will be in the Authority's best interest.

Any form which is required to be submitted and which is incomplete, conditional, obscure, contains additions not called for and not approved by the Authority, or which contains irregularities of any kind, may be cause for rejection of the proposal, in the sole discretion of the Authority. At any time up to the hour and date set for opening of proposals, an Offeror may withdraw its proposal. Such withdrawal must be in writing and sent to the Authority at the address set forth herein by a nationally recognized overnight courier service, certified mail, return receipt requested, or delivered in person. Such withdrawal shall be effective only upon receipt by the Authority evidenced by written confirmation of such receipt and will preclude the submission of another proposal by such Offeror. After the scheduled time for opening of proposals, no Offeror will be permitted to withdraw their proposal, and each Offeror hereby agrees that their proposal shall remain firm for the contract period. A proposal made and opened may be withdrawn with the written permission of the Authority, if the Authority determines in its sole discretion that the proposal is inconsistent with the best interest of the Authority.

I-15. Unacceptable Proposals.

No proposal will be accepted from or selection made of any person, firm or corporation that is in arrears or in default to the Authority upon any debt or contract, or whose insurer or banking institution is in default as surety or otherwise upon any obligation to the Authority, or has failed in the sole opinion of the Authority to faithfully perform any previous contract with the Authority.

I-16. Subcontracting.

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

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

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

I-17. Notification of Offeror Selection.

The Authority will study and evaluate all proposals which are received in accordance with the instructions set forth in the proposal package and may select an Offeror or multiple Offerors and notify all other Offerors of the selection within sixty (60) days after the date the proposals are opened. Such notice shall be in writing and mailed to the address furnished by each respective Offeror in the Transmittal Letter. The selected Offeror(s) shall not start the performance of any work prior to the effective date of the Contract and the Authority shall not be liable to pay the selected Offeror for any service or work performed or expenses incurred before the effective date of the Contract. Costs incurred by the Offeror in the preparation of the proposal or during any review or negotiations shall be born exclusively by the Offeror.

I-18. Standard Practices.

All work performed under the contract shall be subject to inspection and final approval by the Authority, through the Executive Director or his designee.

I-19. Document Disclosure.

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

I-20. Statement of No Proposal.

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

I-21. Shipping and Delivery.

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

I-22. Performance Bond.

The successful Offeror, prior to the commencement of work under the contract, will be required to furnish a faithful Performance Bond in an amount of \$2,000,000; said bond 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.

PART II

INFORMATION REQUIRED FROM OFFERORS

II-1. Proposal Format.

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

The tab requirements are as follows:

- Tab A – Transmittal Letter
- Tab B – Qualifications and Experience
- Tab C – References
- Tab D – Key Personnel
- Tab E – Proposal Form
- Tab F – Technical Response
- Tab G – Implementation Schedule
- Tab H – Insurance Requirements
- Tab I – Proposed Amendments to Contract
- Tab J – Financial Statements
- Tab K – Consent of Surety for Performance Bond
- Tab L – PCI DSS Attestation of Compliance
- Tab M - Additional Information
- Tab N – Disclosure of Legal Actions
- Tab O – Offeror Profile

II-2. Transmittal Letter (Tab A).

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

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

Offerors are to provide a summary of their experience providing a mobile parking payment system and associated services as described in the Work Statement. Offeror must have a minimum of three (3) years of experience operating a mobile parking payment program that includes at least two municipal on-street parking systems in North America that have been operating for a minimum of two (2) years.

II-4. References (Tab C).

A minimum of three (3) references, preferably from governmental agencies to whom similar services were provided within the last 3 years. If you have held less than three, list all that have been held. For each contract, please state:

- The client's name
- Contact person name, telephone and e-mail address
- A brief description of services and scope of the paid parking system affected, including:

- a) The number of parking spaces available for payment via your system
- b) The types of parking meters
- c) The number of enforcement officers utilizing your system
- d) The hardware platform utilized by enforcement officers
- e) The communications network utilized to transmit data from your application to enforcement officers
- f) The number of annual customer transactions
- g) The transaction/convenience fee charged
- h) The contract start and expected contract termination date

Attach a discussion that addresses how these, or other current commitments will affect the ability to support the Authority's scope of work. Explain any staffing and schedule overlaps, and how your firm proposes to ensure that such commitments or potential overlaps will not affect the Authority's schedule and project delivery.

II-5. Key Personnel (Tab D).

List professional staff members who will be assigned to this engagement if their proposal is selected. Provide details of each professional staff member's qualifications, including years and types of experience, education, accomplishments, etc. Specify the extent of the availability and commitment of each such professional staff member who will be assigned to this engagement if the Offeror's proposal is selected. Do not include staff that will not work under this contract.

II-6. Proposal Form (Tab E).

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

II-7. Technical Response (Tab F).

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

II-8. Implementation Schedule (Tab G).

Identify the proposed implementation schedule for all phases identified in the Work Statement. The final implementation schedule will be finalized with the selected Offeror.

II-9. Insurance Requirements (Tab H).

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

II-10. Proposed Amendments to Contract (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 for review as *Appendix B*. Please review the sample contract carefully. Any exceptions or requested changes to the contract **must be clearly noted in the proposal** in order to be considered.

II-11. Financial Statements (Tab J).

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

marked "confidential".

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

Financial information submitted in response to an RFP is generally exempt from disclosure under Pennsylvania's Right to Know Law. 65 P.S. § 67.708(b)(26). The Authority will not sign non-disclosure agreements related to an Offeror's financial information. A proposal submitted without the required financial information may be considered nonresponsive, rejected and not considered for award.

II-12. Consent of Surety for Performance Bond (Tab K).

Provide consent of surety as described in section I-22.

II-13. PCI DSS Attestation of Compliance (Tab L).

PCI-DSS Compliant Systems: For all devices and systems that are in scope of PCI-DSS compliance as defined within the latest version of PCI-DSS, provide proof that all such devices are either:

1. A currently validated PA-DSS Application, suitable for new installations, as listed at the PCI-SSC web site.
2. Part of a Level-1 Audited Service Provider payment system. Suitable proof must be a listing on the VISA or MasterCard Service Provider web site, or an audited and signed Attestation of Compliance (AOC) showing a successful Service Provider Audit performed by a Qualified Security Assessor (QSA).

OR

At a minimum the Offeror must provide a SOC 2 Type 2 or SOC 3 Type 3 (if cloud-based) audit report.

Provide a current and valid PCI-DSS Level 1 Services Provider Attestation of Compliance.

II-14. Additional Information (Tab M).

Optional section. If used, please discuss other benefits that the Offeror can provide on specific services not addressed in the RFP.

II-15. Disclosure of Legal Actions (Tab N).

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

II-16. Offeror Profile (Tab O).

Provide your completed Offeror Profile, attached as *Appendix D* of this RFP document, and any necessary supporting documentation.

PART III

CRITERIA FOR SELECTION

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

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

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

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

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

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

- | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| a. Responsiveness of the proposal to the submission requirements set forth in the RFP. | Weight: 5% |
| b. Qualification and experience of the Offeror with regard to the Work Statement Outlined in the RFP. The demonstrated level of capacity of the Offeror to meet the terms of the contract as evidenced by technical response, reference feedback, financial capacity and past performance. | Weight: 35% |
| c. Functionality of proposed system. | Weight: 40% |
| d. Proposed fees, costs, and changes to the proposed contract although the Authority is not bound to select the Offeror who proposes the lowest fees. | Weight: 10% |
| e. Small and Small Diverse Business participation. | Weight: 10% |

PART IV

WORK STATEMENT

IV-1. Objectives

- A. General.** The Authority seeks to procure a complete mobile parking payment system (“System”) option for all current and planned on-street and designated off-street paid parking areas in the City of Philadelphia, along with associated services.

The Authority’s goals for the mobile parking payment program are to:

- Select an Offeror with expertise in providing mobile parking payment services, particularly in municipal on street parking environments.
- Obtain the best quality program to maximize customer convenience and add considerable parking payment options.
- Employ a System where rates and operational schedules can be programmed and re-programmed in a flexible and ad-hoc manner that does not require any system down-time.
- Choose a System that can integrate with existing or future enforcement devices and applications.
- Allow for regular reporting to provide information on trends, productivity, and performance.
- Select an Offeror that is capable of retaining the parking zone numbers that are currently in use in Philadelphia.
- Select an Offeror with the ability to maintain and operate the website www.meterup.org.
- Select an Offeror that can provide mobile payment services in exchange for a convenience fee per transaction. This fee must be in compliance with Title 12: Traffic Code; subsection 12-1005.
- Require the Offeror to pay for all costs associated with installment of all Pay by Phone related signs, decals, and other information in the public right-of-way. Offeror will utilize existing metal signage and provide an updated overlay.
- Select an Offeror that can supply the Authority with specific examples of their program adoption rates from other cities.
- Select an Offeror that provides 24/7 System support for the Authority. Authority must have access to a Live Call Center.

Background and Current Conditions

The Authority manages approximately 16,122 on-street paid spaces city-wide, utilizing:

- 1,684 Cale CWT Pay by Plate kiosks
- The Authority also manages 50 designated motorcycle & scooter parking corrals

The Authority anticipates utilizing mobile parking payments for designated off-street locations, including, but not limited to:

- Four commuter lots with a total of 893 parking spaces that utilize 17 Cale CWT BNA Pay by Space kiosks (rate = \$2.00 per 24 hours)
- Two additional parking lots with a total of 293 parking spaces (801 Chestnut St., 19th and Callowhill St.) with 4 Cale CWT BNA Pay by Plate kiosks. These lots have a multi-rate structure.

On-street meters are programmed with varying time limits and hourly rates, according to geographical area. These rates may be subject to change throughout the term of the contract, due to potential local ordinance adjustments:

- Center City Core = \$3.00/hour
- Center City Fringe & University City = \$2.50/hour
- Outlying = \$1.00/hour

B. Specific. The Offeror must have a fully developed, currently active mobile parking payment service. The Offeror will be responsible for the design and delivery of the System and for the management of all areas of the project. It is the intention of the Authority to continue the use of their trademarked application name, meterUP, and PPA logo. The Offeror will bear all technical, operational, integration, implementation, and functional responsibility. The Offeror will be required to provide the Authority with specific details about the Offeror's previous experiences participating in the transition of one mobile payment System to another. The Offeror will work under the direction of, and in coordination with the Authority in providing the services described hereafter.

Until the System is fully implemented, Offeror must maintain a local field office where employees or agents that appear each day to work and are assigned to fulfill the terms of this contract. This office must be located within 30 miles of the Authority Headquarters, currently at 701 Market Street, Philadelphia PA 19106.

The Offeror will provide a System to enable mobile payment of parking in the City of Philadelphia so that users may pay for a specific period of parking time via:

- Dialing a telephone number and using Interactive Voice Response (IVR);
- Visiting a website compatible with at a minimum Microsoft Edge, Firefox, Safari and Chrome desktop browsers; AND
- Through the use of a Philadelphia Parking Authority branded smartphone application written for, at a minimum, the latest release of iOS, Android, Blackberry, Windows Mobile and HTML-5-device agnostics web app compatible with at a minimum Safari and Chrome mobile browsers.

The mobile application should be available for download over a cellular data connection. The Authority will review and approve website, smartphone and telephone user interfaces.

1. Area I, II, and III Implementation

1.1. Quality Assurance

- Offeror is required to perform Quality Assurance testing of application prior to implementation. This includes and is not limited to the following Application Testing:
 - All Zone testing during normal business hours.
 - All Zone testing outside of normal business hours.
 - All Zone testing after regulations ended.
 - All Zone testing of prepayment of zones.
 - All Zone testing during prohibited hours.
 - All Zone testing for Tiered Pricing.
- All testing results should be provided to the Authority through documentation of the testing, this includes and is not limited to the following:
 - Dropbox.
 - Screenshots of testing.
 - Backend payment processing.
 - Reporting of Transactions.

The Offeror will be expected to convert the areas listed below to their System within ninety (90) days of the Notice to Proceed. The System must be fully operational, incorporating all conditions set forth in this work statement.

Offeror must include an Implementation Schedule for all areas in their proposal.

1.2 AREA I

CENTER CITY CORE

- Bound by 4th and 20th Streets and Arch and Locust Streets
- Includes Delaware Avenue, from Spring Garden Street to Race Street
- 179 kiosks at \$3.00/hour parking rate

TORRESDALE RAIL STATION

- 4900 Grant Avenue, Philadelphia
- 318 parking spaces at \$2.00/24 hours parking rate
- Utilizes 6 Cale CWT BNA Pay by Space kiosks

FERN ROCK RAIL STATION

- 900 W. Nedro Avenue, Philadelphia
- 213 parking spaces at \$2.00/24 hours parking rate
- Utilizes 3 Cale CWT BNA Pay by Space kiosks

HIGHLAND RAIL STATION

- 8400 Seminole Street, Philadelphia
- 56 Parking spaces at \$2.00/24 hours parking rate
- Utilizes 2 Cale CWT BNA Pay by Space kiosks

FOX CHASE RAIL STATION

- 500 Rhawn Street, Philadelphia
- 332 parking spaces at \$2.00/24 hours parking rate
- Utilizes 6 Cale CWT BNA Pay by Space kiosks

1.3 AREA II

CENTER CITY FRINGE

- Bound by Spring Garden and Bainbridge Streets, from the Schuylkill River to the Delaware River (Area within the Center City boundaries outside of the core).
- 511 kiosks at \$2.50/hour parking rate

UNIVERSITY CITY

- Bound by Schuylkill Avenue and 40th Street, from Spring Garden Street to Baltimore Avenue
- 217 kiosks at \$2.50/hour parking rate

PARKING LOTS

- 8th & Chestnut Surface Lot
- 19th & Callowhill Surface Lot
- Christian Street Neighborhood Lot
- Passyunk Avenue Neighborhood Lot
- Woodland Avenue Neighborhood Lot
- North 6th Street Neighborhood Lot
- Frankford Avenue Neighborhood Lot
- Maplewood Mall Neighborhood Lot
- Rising Sun Avenue Neighborhood Lot
- Fairhill Street Neighborhood Lot

1.4 AREA III

OUTLYING AREAS OF THE CITY

- Northeast Philadelphia, Northwest Philadelphia, North Philadelphia, West Philadelphia, Southwest Philadelphia, and South Philadelphia
- 777 kiosks at \$1.00/hour parking rate

*** Note: The meter rate varies on blocks that are regulated for four- and twelve-hour parking.

The Authority's Off-Street Division operates a number of other locations with varying tariffs and rate structures. The Offeror will be capable of integrating with the Authority's existing Parking Access Revenue Control System (currently Zeag Equipment), as well as any future System that the Authority installs. These locations may eventually integrate with the meterUP program and could require services such as pre-paid reservation parking. These locations include:

- AutoPark @ Old City – 125 S. 2nd St. Philadelphia, PA (615 spaces)
- AutoPark @ Independence Mall – 41 N. 5th St. Philadelphia, PA (612 spaces)
- Parkade On 8th – 801 Filbert St. Philadelphia, PA (1222 spaces)
- AutoPark @ Fashion District – 44 N. 9th St. Philadelphia, PA (850 spaces)
- The Family Courthouse Garage – 1503 Arch St. Philadelphia, PA (265 spaces)
- AutoPark @Jefferson Garage – 14 S. 10th St. Philadelphia, PA (450 spaces)
- Philadelphia Gateway Parking Garage – 1540 Vine St. Philadelphia, PA (1050 spaces)

The selected Offeror will be solely responsible for developing a quality marketing plan and provide it to the Authority thirty (30) days prior to implementation; including effective strategies and advertising (TV, radio, internet, social media, print, etc.), implementation; including but not limited to signs, local support, audit protocols, enforcement technology, community outreach and support necessary to implement the program. The plan should focus on the education of System use and the promotion of this payment option.

The selected Offeror must submit all advertisements intended for multi-media release (TV, radio, internet, social media, print, etc.) to the Authority for approval. The contractor shall provide the following marketing collateral and services for public dissemination at no additional cost to the Authority. All collateral must be reviewed and approved by the Authority before dissemination:

- An informational video highlighting proper customer use of the application.
- Update and maintain Authority-owned domain, www.meterUP.org.
- Provide at a minimum of 120,000 color printed copies of marketing brochures highlighting the proper use of the application. An electronic file of the approved brochure will become the property of the Authority.
- Informational imagery highlighting proper use of the application to be disseminated on the Authority's social media channels, email campaigns, and website.
- Deliver Authority-provided in-app message and email notifications to all Authority customers on an as-needed basis. It is anticipated that this will be utilized on an emergency as-needed basis.
- Provide all Authority customer contact information upon request.
- Provide any additional marketing strategies thought to be in the best interest of the Authority.
- All marketing materials provided by the contractor will become the property of the Authority.

2. Front-End Users/Customer Service

- 2.1 The Offeror will provide the following types of registration options: live-body phone call 24/7/365, smart phone application, and mobile and desktop web. The Offeror is encouraged to provide registration options in other platforms/technologies (Facebook, etc.).

- 2.2** The Offeror will provide the following payment options for registered customers: IVR, smart phone application, and mobile web. The Offeror is encouraged to provide payment options through QR codes, NFC or RFID and other innovative payment formats (Pay Pal, Google Wallet, Apple Pay, etc.). The system must accept Visa, MasterCard, American Express and Discover credit and debit cards.
- 2.3** The Offeror will provide a System that will offer the following options:
- The customer will be informed at a predetermined time of the expiration of their paid parking session
 - Allows purchase of additional time not past the maximum time allowed for that specific block face, incorporating “tiered” pricing
 - Allows the user to stop their paid parking session and only be charged for the time that was used
 - The application should include easily accessible parking history data that records the license plate number used for each transaction
 - Does not allow purchase when desired time includes restricted parking periods on that block face (e.g., morning and afternoon rush hours, during established holidays, or other restricted times)
 - Allows for prepayment of parking
 - Includes a feature to allow the Authority and other partner organizations within the City of Philadelphia to validate parking or provide a coupon code for discounted or free parking
 - Allows for option of a “wallet program”
 - Allows option of a “fleet program” for members to receive discounted parking rate
- 2.4** The Offeror shall provide toll-free live customer service telephone support 24/7/365 for all aspects of the System including, but not limited to:
- Registration
 - Correcting customer transaction errors (i.e., wrong license plate number, space number, location code, duration, etc.)
 - Parking transaction and charge dispute resolution.
- 2.5** Offerors are strongly encouraged to provide bi-lingual customer service representatives to assist non-English speakers with registration and user issues. The Offeror shall document and track customer service calls and provide daily reports to the Authority, or as otherwise determined necessary by the Authority.
- 2.6** The Offeror will provide customer support services to include the ability to provide speedy and accurate resolutions and policies for addressing complaints and ticket resolution.
- 2.7** The Offeror will provide an easy-to-use customer account management website where the customer can track usage, time, date, and other account information. The website must allow existing users to manage their own account without the need to speak to a customer service representative. Specifically, the customer account management website must allow customers to:
- View transactions and print receipts- customers must be able to view all successful transactions for a given date range. This information must be able to be exported in CSV format and receipts must be able to be produced in PDF format.
 - Update their profile- customers must be able to amend any of their account details as necessary. For security reasons, changes to the mobile or landline phone numbers must be through a customer service representative.
- 2.8** Customers will not be subject to marketing emails (spam) or other emails unless authorized by the Authority and as accepted by the customer. No customer data can be used, sourced or solicited by/from the Offeror for any reason.
- 2.9** The Offeror will provide with their proposal an agreement for each user that will utilize the system (“End User Agreement”). The End User Agreement (EUA) must include a comprehensive detail of the terms and conditions applicable to the System and which will be entered into by any such customer prior to participating

in the mobile parking payment program. The EUA will be subject to the review and approval of the Authority prior to its incorporation into the System.

- 2.10** The Offeror will charge customers a convenience fee to recoup sign/graphic decals production and installation costs, credit card processing fees, enforcement integration, monthly data plans for 350 enforcement handheld devices, ongoing program development, and other costs. The fee must be clearly communicated at registration and at time of transaction. The Offeror cannot make any changes to the convenience fee, or add any additional fee, for the term of the contract without the written approval of the Authority.

3. System Specifics

- 3.1** The Offeror must establish a System that is capable of recognizing different rates, hours of operation, and maximum time-limits for every paid parking block face based on day of week and time of day. The System should not allow parking transactions on days and times specified by the Authority.
- 3.2** The Offeror must have a System that can make changes to parking rates, hours of operation and maximum time-limits within five (5) business days of Authority notification and at no charge to the Authority. The Authority is required to carry out local ordinance adjustments as directed by the City of Philadelphia.
- 3.3** The System must be capable of recognizing the posted time limit in the zone and adjusting the parking rate for adding time beyond that time limit according to guidelines established by the Authority. There may be up to three rate adjustments based on multiple add-time options.
- 3.4** The Authority intends this program for strictly making payments at available (unoccupied) parking spaces within paid parking areas following all the posted sign regulations. The intent is for drivers to be able to pay up front and specify the amount of time to purchase.
- 3.5** The Offeror must require the following information as part of the registration and payment processes for the System: license plate number, state, and vehicle type (i.e. Passenger, Commercial, Bus, Motorcycle/Scooter, Official, Diplomat, Taxi & Limousine, etc.). A user must have the option of registering multiple vehicles. A user must be required to enter their license plate information twice at the point of account registration. All alphabetic entries performed by the user must default to a capitalized setting/font. A user must be required to confirm the details of their zone number information.
- 3.6** The Offeror must provide a means for identifying the location of a vehicle legally parked using the System through particular identifying information such as, but not limited to, parking meter number, unique block face ID, etc. The Offeror must transmit data that accurately depicts the geographic location of a user's vehicle location to the Authority.
- 3.7** Offeror's System must provide the ability for users to navigate the application using the following languages: English, Spanish, Mandarin, Cantonese, and French.
- 3.8** Offeror's System must allow customers to enter validation or coupon codes to discount parking fees. The vendor shall supply a web-based system for managing coupon or validation codes issued by the City, including activating, deactivating or adjusting the dollar or percentage amount of a code. Validation codes must have the ability for a customer to use a coupon or validation code to cover a percentage or dollar amount of a transaction. This includes the ability for a coupon or validation code to absorb the cost of the per transaction fee (if any). The System must provide auditable tracking of validation or coupon codes.
- 3.9** The System must provide redundant/failsafe servers which ensure at least 99.9% uptime of all components of the system. The Offeror must demonstrate their ability to maintain System uptime 24/7/365 and publish their contingency plans regarding any downtime. The Offeror will be required to immediately notify designated stakeholders via email and/or phone in the event of any System outage. The System's ability to function

properly is vital to the Authority's mission related to regulation of parking. Damages for System functionality failures are detailed in the contract.

- 3.10** The Offeror must immediately notify the Authority via email and/or phone of any errors or System interruptions that arise during the contract including when the errors or interruptions interfere with the public's use of the System. Any maintenance of the Offeror's operating components, including but not limited to, any software/hardware maintenance, must be performed during hours in which no metered parking regulations are in effect. Should the Offeror need to perform any maintenance during any times which metered parking is in effect at any location in the city, the Offeror must notify the Authority via email and telephone, and must ensure that appropriate measures are taken to maintain continuous utility of the System utilizing any reasonable means, including but not limited to, the establishment of a back-up (or redundant) System to keep the System on-line with no inconvenience to the customers.
- 3.11** The Offeror must provide a System that is maintained to support uninterrupted service in the event of failure of the primary data center, or failure of the System processing environment when the data center continues to operate.
- 3.12** The Offeror must provide a general description of their software testing protocols as well as detailed information regarding all software changes that impact the implementation in-place for the city of Philadelphia. This information should be provided via a log of software changes that is viewable by the Authority at any time.
- 3.13** The System must be able to interface with Cale CWT BNA Pay by Space and Pay by Plate kiosks (operated by Flowbird), as well as CivicSmart's enforcement system, currently utilized by the Authority, or any service provider identified by the Authority.
- 3.14** The Offeror must provide 24/7/365 monitoring to ensure continuous user availability with the exception of regularly scheduled maintenance.
- 3.15** The Offeror will ensure that pertinent transactional data is instantaneously transmitted to multiple Authority users based on industry accepted secure communication methods and protocols as approved by the Authority.
- 3.16** The Offeror must deliver their valid PCI-DSS Attestation of Compliance (AOC) annually to the designated Authority PCI Representative. Offeror must attach a description of the "In-Scope" Cardholder Data Environment and its connectivity to systems supporting the Mobile Payment Application such that the AOC provided can be easily associated with the environment required to be compliant. Please note that Certificates declaring PCI compliance provided by a QSA Security Offeror are not valid forms of proof for PCI Compliance and should never be included.
 - The Offeror must provide Credit Card Data Flow Diagrams associated with the Attestation of Compliance (AOC) submitted. Annual AOC submissions will only require diagrams if specifically requested.
- 3.17** The Offeror will provide a System that will maintain compatibility with future releases of the mobile and desktop browsers stated above. Upgrades to the System, if needed, will be provided within thirty (30) days of new and updated browsers and operating systems software releases at no additional charge to the Authority.
- 3.18** The Offeror should be capable of accommodating enhancement requests, including, but not limited to: dynamic pricing, zone reservations, metered loading zones, and a contractor permit account program. This includes any and all reporting requirements that are generated as a result of enhancement requests. The Authority is required to carry out local ordinance adjustments as directed by the City of Philadelphia.

4. Enforcement

- 4.1** The Offeror will provide real-time transaction information (at a minimum License Plate, Start Time, End Time and Location) for enforcement purposes to the Authority's enforcement handheld Offeror using the Authority's enforcement application programming interface (API). The Offeror will perform API changes during the term of the contract at no charge to the Authority.
- 4.2** The Offeror will be capable of integrating with the Authority's existing enforcement provider (currently Duncan Solutions and CivicSmart), as well as any future provider that the Authority contracts with.

5. Back-End Use/Reporting

- 5.1** The Offeror will be responsible to manage accounts, transactions, and customer service issues related to the pay by phone payment process.
- 5.2** The Offeror will provide secure access for authorized Authority personnel to the Offeror's web-based reporting application to provide financial accountability, reporting, ad hoc querying, revenue reconciliation, and summons adjudication. Accessed data should never include the following cardholder data elements; Primary Account Number (PAN), Service Code, Expiration Date or Sensitive Authentication Data. Data will be available 24/7/365.
- 5.3** The System must provide banking and accounting processing reports and reconciliations to ensure that funds are distributed appropriately and timely.
- 5.4** Offeror will assume the role of Merchant of Record, utilizing their own gateway and processor. Offeror will be responsible for all cost related to credit card processing.
- 5.5** The Offeror understands that parking meter revenues collected through their service must be reconciled through detailed reporting, and revenues remitted (via electronic transfer of funds) to the Authority bank accounts daily. Revenue will be deposited into 2 separate bank accounts (On Street and Off Street). Reports and revenue for all transactions must be available to view within twenty-four (24) hours of close of previous day.
- 5.6** The Offeror will provide the Authority reports in a form and format determined by the Authority that detail the following:
 - 1. Minimum Customer Transaction Data:**
 - a.** Each customer transaction should include but not be limited to: requested start and stop date and time and actual start and stop date and time, unique transaction identifier.
 - b.** Each time extension transaction should include but not be limited to: extension duration, unique extension identifier, extension start and end dates and times, cost of extension based on tiered pricing models for the space/zone.
 - 2. Minimum Customer Demographic and Support Data**
 - a.** Each customer record should include but not be limited to: Name, email, phone number, address, unique customer identifier and space/zone.
 - b.** All customer support requests and correspondence related to requests should be recorded.
 - i.** Record of customer support request should include but not be limited to: unique customer identifier, customer name, unique request identifier.

- ii. Records of correspondence should include but not be limited to: the unique request identifier, unique customer identifier, all textual data representing the correspondence between the customer and support agent, attachments, and request status.
 - c. Other data deemed necessary by the Authority to properly evaluate program progress.
- 3. Minimum Reporting Functionality:**
- a. All reports should have the ability to be downloaded in the following file formats: pdf, excel, csv (comma separated value).
 - b. Separate reporting for On/Off Street locations.
 - c. Reports to have the ability to filter transactions by zone, plate, block, date and time.
 - d. All reports should have the ability to be filtered by a range of dates and times.
- 4. Minimum Reporting Requirements:**
- a. Offeror will prepare a report for reconciliation purposes that show all exception credit card transactions, chargebacks, refunds, rejected etc. that show the date of original transaction and date of settled exception transaction
 - b. Refund report for submission to the Authority which includes customer name, transaction date, transaction time, transaction amount, proof of transaction error, proof of error correction to customer, date and time of correction and unique transaction identifier.
 - c. High/low frequency use report by zone, block, plate
 - d. The number of transactions processed, total parking revenue separated by On/Off Street and new customer account totals on a daily basis
 - e. The number of transactions, geographically depicted, total parking revenue, and the number of service requests and resolutions
 - f. The number of transactions, total number of extensions, and parking revenue generated based on tiered pricing and/or a specific range of dates in summary and detailed format.
 - g. Extension transactional data showing the number of extensions, timeframe and the ability to differentiate the tiered pricing fee.
 - h. The number of transactions, total number of extensions, and parking revenue generated based on tiered pricing. This report should also provide summations of all transaction amounts as well as groupings and break downs by transaction type and date unit (month, day or, hour, or minute) within specified date range.
 - i. Daily customer service issue report with issues broken out by status (eg. New, Closed, Open).
 - j. Other reports deemed necessary by the Authority.
 - k. Customer issue correspondence report that includes all correspondence and attachments used to remediate or report an application or support issue.
 - l. Accurate historical data on transactions as they occurred on dates and times.
- 5. Additional modification to software in response to PPA's reporting requirements will be made at no cost to the Authority.**

6. Please provide a list of available fields that will be captured for reporting purposes.

7. Ad Hoc Reporting on all Authority-owned data:

a. Minimum Requirements:

i. Ability to filter by:

1. Hour
2. Day
3. Zip code
4. Amount
5. Extensions (all extension related data in 2.b.)
6. Plate
7. Zone

8. Authority must have the ability to access and maintain read-only data files of all captured information for Ad Hoc reporting via Offeror provided software.

- 5.7 As requested by the Authority, the Offeror will provide transaction data to the Authority's parking meter vendor (currently Flowbird), or to any vendor under contract with the Authority during the term of this contract, for integration in the parking meter vendor's back-office data reporting system. This data must be provided via delimited text file or through an API. The Offeror will provide the same access to this data to the Authority.
- 5.8 The Offerors back-end software will include an easy to learn, intuitive interface to permit active monitoring of the system. The application will have the ability to run standard, configurable reports as may be needed. These reports should be capable of being exported to a number of popular formats including Microsoft Excel and Word, Adobe PDF, etc. The reports must be able to be sorted by area, day, week and month.
- 5.9 The Offeror will provide the Authority live administrative support 24/7/365 via a toll-free number specifically for the System's operations, reporting and reconciliation assistance.
- 5.10 The Offeror will provide support 24/7/365 via telephone for any technical or critical issues which must be handled directly by Offeror personnel that can address such issues in a timely manner.
- 5.11 The Offeror will maintain and backup all data from the System, in adequate form, detail and arrangement, for the Authority's benefit for a minimum of thirty (30) days. In the event of catastrophic loss or termination of the contract, the Offeror will provide the Authority with the backup of data.

6. Training

- 6.1 The Offeror will furnish, install and provide support and training to Authority personnel on all handheld hardware and software. All components necessary for installation are to be supplied by Offeror.
- 6.2 The Offeror will provide onsite and/or web-based training for the authorized Authority personnel to navigate and utilize the back-office System including, but limited to, access to all data related to the System for the purpose of enforcement, adjudication, for financial accountability, revenue reconciliation, management and any other functions required by the Authority.
- 6.3 The Offeror will provide manuals for the System, including any updates during the term of the contract. The Offeror will provide the Authority with three (3) hardcopies and one electronic version of such manuals.
- 6.4 The Offeror will provide full training to The Parking Violations Branch customer support personnel and any other personnel deemed necessary by the Authority on the functionality available through the System.

- 6.5** Within sixty (60) days of the anniversary of the contract award, the Authority may request the Offeror to conduct additional training on any component of the System.

7. Signs/Decals

- 7.1** The Offeror will provide the Authority with designs for all informational materials including public right-of-way signs and pay station decals for Authority review and final approval.
- 7.2** All materials will be consistent with the Authority's parking sign templates. The Offeror will agree to utilize pre-existing zone numbers that currently correspond with meter locations. Offeror will be responsible for any and all costs pertaining to the installation of signage. All manual labor will be performed by Authority personnel and Offeror will be invoiced for the cost at a rate of \$92.00/hour per crew. This rate is subject to change annually, per union contract terms. A crew will consist of three (3) Authority personnel members.
- 7.3** The Offeror agrees to remove immediately, at its sole cost and expense, upon written demand by the Authority, any signage that has not been previously approved by the Authority.
- 7.4** Offerors invited to give a presentation after proposals are submitted will be required to provide sample signs and decals at the time and date of the presentation.
- 7.5** The Offeror will keep a local printing contract with an Authority approved printer for the replacement of damaged location/meter decals. Replacement or additional decals will be delivered to the Authority's designated personnel person no later than 14 days from requests for the same.
- 7.6** Please see the attached document for an approximation of signage needed for this project.

8. End of Contract

- 8.1** All data generated from the System will be the property of the Authority. At the end of the contract term, or at any other time during the duration of the contract, as requested by the Authority, the Offeror will make available to the Authority within seventy-two (72) hours of request, in Microsoft Excel or CSV files, all Authority owned data as specified in 5.11.
- 8.2** Offeror will preserve Authority access to web-based software interface for searching, filtering, and viewing all Authority owned data for 12 months after the termination of the contract. In the event that the Offeror is not selected to provide the System required by the contract after the expiration of the contract, the Offeror will provide continued access for at least twelve (12) months after the end of the term of the contract to the System's adjudication, financial, revenue reconciliation, management and any other back-office reporting functions required by the Authority.
- 8.3** Within thirty (30) days prior to contract expiration or termination the Offeror will inform all service users in writing of the final date that it will process transactions in Philadelphia.
- 8.4** At contract termination, all data will be returned to the Authority and destroyed by the Offeror after the Authority has confirmed receipt of the data. This includes clearing the data from any backup or disaster recovery system set in place by the Offeror. This data cannot be sold or used after the contract expires.
- 8.5** At the completion of the term of the contract, inclusive of renewal period if applicable, if exercised by the Authority, the Offeror will:
- Within thirty (30) days prior to contract expiration or termination, inform all System users in writing of the final date that it will process transactions in Philadelphia locations;
 - Within thirty (30) days prior to contract expiration or termination, provide the Authority with all Authority owned data as outlined in 5.11

- Immediately disconnect API feeds to Authority systems
- As directed by the Authority, remove any Offeror specific markings, labels, signs, ads and handouts that may have been installed or provided pursuant to the contract and/or reimburse the Authority for use of its labor force to complete any removal work.

9. Cost of Integration

- 9.1** It is the intent of the Authority that the Offeror assume all responsibility for the total cost of integration; credit card processing fees, on-going service costs, cost of any equipment and software, (including parking enforcement software) required at Authority facilities to enable the operation of the Offeror's System and services; multi-space meter stickers, signage, cost of maintenance, enhancement requests, updates and technical support; any advertising of the service; and any other costs whatsoever associated with this service. It is anticipated that the selected Offeror will be responsible for performing all integration services related to the System, except for the installation and maintenance of signage. The Authority intends to perform the work necessary to install and maintain the appropriate signage to operate the System. However, Offeror agrees to reimburse the Authority for all its costs, including, but not limited to, any equipment and labor expenses.

PART V

CONTRACT TERMS AND CONDITIONS

V-1. Sample Contract. A sample contract is attached to this solicitation as *Appendix B*. Please review the sample contract carefully. Any exceptions or requested changes to the contract **must be clearly noted in the proposal (Tab 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, because the number of changes made or the need for subsequent negotiations will factor into the scoring of the proposal.

The Authority will not sign a licensing or maintenance agreement supplied by the Offeror. If the Offeror requires the Authority to consider otherwise, the Offeror is also to supply this as a requested exception to the contract and it will be considered in the same manner as other exceptions.

Areas I-III must be completed within ninety (90) days of receiving the Notice to Proceed. Failure to timely complete Areas I-III will constitute a breach of the contract and the Authority, in its sole discretion, will have the right to immediately terminate the agreement and award the contract to another offeror.

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

V-2. Contract Term. The term of the Contract will commence upon completion of a fully executed Contract and will expire automatically three (3) years after the go-live date. The term of the contract may be extended by and at the sole option of the Authority for up to two (2) additional one (1) year terms. The Authority, at its sole discretion, will have the right to terminate the contract, for any reason, upon thirty (30) days written notice.

Appendix A

Proposal Form

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

**MOBILE PARKING PAYMENTS 2022
RFP No. 22-01**

PROPOSAL FORM

1. The undersigned submits this proposal in response to the above referenced **RFP No. 22-01 Mobile Parking Payments 2022**, being familiar with and understanding the advertised notice of opportunity, General Information, Work Statement, Proposal Form, Affidavit of Non-Collusion, and Addenda if any (the “Proposal Documents”), as prepared by the Philadelphia Parking Authority and posted on the Authority’s Internet website and on file in the office of the Authority at 701 Market Street, Suite 5400, Philadelphia, PA 19106. The party submitting a proposal is the “Offeror”.
2. The Authority reserves the right to withdraw and cancel this RFP prior to opening or to reject any and all proposals after proposals are opened if in the best interest of the Authority, in the Authority’s sole discretion. If the Authority accepts Offeror’s offer, Offeror agrees to execute a contract memorializing the proposal’s terms if the contract is delivered to Offeror within 60 days of the proposal opening date. This provision will not be interpreted to preclude the execution of a contract related to this proposal outside of that 60 day period.
3. Offeror acknowledges receipt of the following addenda:

Addendum	Date
_____	_____
_____	_____
_____	_____

4. **Contract Term.** The term of the contract shall commence upon award of a contract by the Authority’s Board at a public meeting and execution of a contract by the Executive Director and shall end three (3) years thereafter unless it is terminated earlier pursuant to the terms of the contract. This Agreement may be renewed, in the Authority’s sole discretion, for two (2) one-year terms.

5. Cost Proposal: It is the intent of the Authority that the contractor assumes all responsibility for the total cost of integration; on-going service costs, cost of any equipment and software, (including parking enforcement software) required at Authority facilities to enable the operation of the Offeror's system and services; cost of multi-space meter stickers, signage, cost of maintenance, updates and technical support; any advertising of the service; and any other costs whatsoever associated with this service.

A.

Scope of Services	Per Transaction Fee
All services listed above	

6. Requirement Statement: The undersigned Offeror agrees to provide a complete Mobile Parking Payment program in Areas I-III as identified in the Work Statement and any Addenda, if issued, within ninety (90) days of receiving the Notice to Proceed.

Signature

Name
(Please Print)

Title

Date

7. Offeror Signatures: Complete one section below.

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

Signature

Typed or Printed Name

Title

Business Name of Offeror

Street Address

City/State/ZIP Code

Telephone Number

Signature

Typed or Printed Name

Title

Date

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

Authorized Signature

Typed or Printed Name

Title

Date

Type of Entity

Business Name of Offeror

Street Address

City/State/ ZIP Code

Telephone Number

8. Affidavit of Non-Collusion:

State of: _____
County of: _____

RFP No. _____

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

I state that:

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

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

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

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

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

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

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

Signature

Printed Name

Notary Public
My Commission Expires: _____

9. Qualifications:

- a. **Type of business:** Individually owned ☐
Check one Partnership ☐
Corporation ☐
Other ☐
- b. **Number of employees:** Under 25 ☐
Check one Under 50 ☐
Under 100 ☐
Over 100 ☐

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

i.

ii.

iii.

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

e. **Federal EIN Number:** _____

Philadelphia Parking Authority

SMALL AND SMALL DIVERSE BUSINESS PARTICIPATION SUBMITTAL

RFP Name and Number: _____

Offeror: _____

Contact Name: _____ Email: _____

OFFEROR INFORMATION:

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

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

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

The Offeror will need to attach a copy of their SBPI certificate. Offeror will be required to maintain their status as a certified Small and Diverse Business throughout the entire term of the contract.

DIRECTOR OF PROCUREMENT
THE PHILADELPHIA PARKING AUTHORITY
701 MARKET STREET, SUITE 5400
PHILADELPHIA, PA 19106



Proposal Decline Form: RFP No. 22-01 Mobile Parking Payments 2022

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

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

Name: _____

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

Comments:

Upon completion of this form, please email the form to Mary Wheeler, Director of Procurement at mwheeler@philapark.org.

Appendix B

Sample Contract

**SAMPLE AGREEMENT FOR
MOBILE PARKING SERVICES
BY AND BETWEEN
THE PHILADELPHIA PARKING AUTHORITY
AND _____**

Contract No. K-21-0071

THIS AGREEMENT effective as of the ____ day of _____, 2022 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, desires to provide a complete mobile parking payment system for all current and future on-street parking and certain, designated off-street paid parking areas in the City of Philadelphia ("Mobile Parking");

WHEREAS, on _____, the Authority prepared and issued a Request for Proposals "Mobile Parking Payments" No. 21-17 ("RFP"). A true and correct copy of the RFP is attached hereto, made a part hereof, and marked as Exhibit "B";

WHEREAS, on _____, Contractor submitted a conforming proposal to the RFP ("Contractor Proposal"). A true and correct copy of the Contractor Proposal is attached hereto, made a part hereof, and marked as Exhibit "C"; and

WHEREAS, upon review of Contractor's Proposal responding to the RFP, the Authority's Board voted at a public meeting to award this contract to Contractor.

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**

"Agreement" means this Agreement, including all Exhibits attached to and incorporated into this Agreement.

"Authority Data" includes, but is not limited to, all Customer Data and financial transaction data, not to include Sensitive Credit Card Holder Authentication Data.

"Authority Project Manager" has the meaning set forth in Section 2.6.

"Authority Provided Resources" means any information, documents, or data provided by the Authority, including but not limited to the RFP.

"Authority Specifications" means 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 used by mutual agreement of the Parties.

"Batch" shall mean the process of a merchant processing all authorized credit card transactions for the day after the close of business.

"Change Order" means the written instrument the Authority and Contractor execute to document their agreement on changes to the Services.

"Code" means computer programming/formatting code, any files necessary to make Images, and their Object Code and Source Code. If not otherwise specified, Code shall include both Object Code and Source Code, and which, upon request of the Authority, will be made available to the Authority in connection with the System. Code shall also include any Upgrades thereto created by the Contractor for the System and which will be made available to the Authority from time to time.

"Object Code" means the machine readable form of the Code and which, upon request of the Authority, will be made available to the Authority in connection with the System.

"Source Code" means the human readable form of the Code and related system documentation including all comments and any procedural code such as job control language and which, upon request of the Authority, will be made available to the Authority in connection with the System.

"Contractor" means the entity designated at the beginning of this Agreement as the "Contractor" and including all Subcontractors retained by said Person named as the Contractor in the introductory paragraph of this Agreement.

"Contractor Project Manager" has the meaning set forth in Section 2.3.

"Contractor Proposal" means the documents submitted by Contractor in response to the RFP, including any supplemental submittals attached hereto as Exhibit "C" and incorporated herein throughout by reference.

"Contractor Records" means books, reports, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

"Contractor Work product" shall mean 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 Sub-Contractor(s)) for the Authority hereunder and any inventions, improvements, or discoveries therein, whether or not patentable, and shall not include Customer Data.

"COTS Software" means the commercially available off-the-shelf software programs listed in Exhibits "E" and "H".

"Credit Card Batch" shall be the daily process of the Contractor sending the authorization codes for every credit card transaction to the Payment Processor. The Payment Processor categorizes the transaction by the bank that issued each customer's credit card. Each of those banks then remit payment to the Contractor.

"Customer" shall mean any user of the System.

"Customer Data" shall mean any Personally Identifiable Information collected from the Authority or at its expense related to any Customer, including, but not limited to, customer demographics, support, or parking transactions. Further, any data generated for the Authority or used by the Authority to carry out day-to-day operations shall constitute Customer Data.

"Data Compromise" means any unauthorized disclosure or acquisition of Personally Identifiable Information subject to state data breach notification laws.

"Deliverables" means Contractor's work product resulting from the Services that are provided by Contractor to the Authority during the course of Contractor's performance of the Agreement, including the work product described in the "Scope of Services" in the RFP.

"Destructive Elements" means computer Code, programs, or programming devices that are intentionally designed to disrupt, modify, access, delete, damage, deactivate, disable, harm, or otherwise impede in any manner, including aesthetic disruptions or distortions, the operation of the System or any other associated software, firmware, hardware, computer system, or network (including "Trojan horses," "viruses," "worms," "time bombs," "time locks," "devices," "traps," "access codes," "malware" or "drop dead" or "trap door" devices) or any other harmful, malicious, or hidden procedures, routines or mechanisms which can cause the System or the Authority's computer systems to cease functioning or to damage or corrupt data, storage media, programs, equipment, or communications, or otherwise interfere with operations.

"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, reliability criteria, screen and report design specifications, System Test Procedures, test plans, training materials and user documentation. These shall be included within the System Implementation Plan and Schedule to be developed in accordance with Section 2.2.

"Developed Software" means all Software included in the System that is not COTS Software or Prior Existing Software and shall include, 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.

"Effective Date" means the date of this Agreement first set forth above.

“Existing System” means any automated enforcement equipment (including but not limited to Handheld Ticketing Devices, License Plate Recognition, Pay by Plate Multi-Space Kiosks), leases, licenses, Hardware, Software, and all related equipment and materials directly used to accomplish the functioning of the enforcement process and systems by or for the Authority which is in effect or in place as of the date of the Notice to Proceed.

“Expenses” has the meaning set forth in Section 4.3 hereof.

“Final Acceptance Period” means at least a five (5) day period during which the Authority tests the System in operation, as described in Section 7.3 hereof.

“Final System Acceptance” means completion of the Final Acceptance Period, testing and written acceptance by the Authority as provided in Section 7.3 hereof.

“Go-Live Date” The date the System is fully operational with all of the ordinances as approved in writing by the Executive Director.

“Hardware” means all electronic or mechanical hardware and other equipment included as part of the System, including third-party hardware, as set forth in Exhibit “H”.

“Implementation Plan” means the plan put into effect between the Authority and the Contractor for the System in accordance with this Agreement, including the establishment of key contractual milestones and dates by which those milestones will be achieved.

Except where the context or words specifically indicate otherwise in the Agreement, the word “including” or any variation thereof means “including, but not limited to” and will not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

“Indemnities” has the meaning set forth in Article XIV hereof.

“Initial Warranty Period” means the period beginning with the first delivery of any portion of the System for testing and ending three (3) years after Final System Acceptance.

“Maintenance” means the work required to maintain the quality, reliability, and accuracy of the System Equipment, including periodic service, the installation of Upgrades into the System or the System Equipment (or both), and any adjustments or repairs made to System Equipment.

“Malfunction” means any malfunction, operational error, damage, defect, or other error or problem occurring with the System or System Equipment, including with the Software or the Hardware, in whole or in part, as well as a breach of any warranty set out in Article XI of this Agreement. A Malfunction includes anything taking place in the System which adversely affects the quality, content, and completeness of the System and its ability to function.

“Malfunction Notice” means a written notice that describes the time and date of discovery of the Malfunction, location and nature of the Malfunction, and any other relevant information related to the Malfunction.

“Monthly Status Report” means the report prepared by the Contractor on a monthly basis detailing any Malfunctions, third-party damages, or other reasons affecting operation of the System in accordance with the Agreement and the Implementation Plan, and the number of days, in whole or in part (and the number of hours for any partial days), that the System was not fully in service.

“Notice to Proceed” means the letter the Authority issues to Contractor indicating the Go-Live Date and the expiration date of the term of this Agreement.

“Parking Fees” shall mean the amounts charged to park at the various on-street and off-street paid parking areas in a selected space, as mandated by the Philadelphia Traffic Code, or as directed by the Authority.

“Parties” means the Authority and the Contractor.

“PCI DSS” means the most recent version of the Payment Card Industry Data Security Standard Version of at least version 5.1(D).

“Person” means any natural person, corporation, company, limited or general partnership, limited liability company, limited liability partnership, trust or estate, joint venture, association or other entity, including any government entity.

“Personally Identifiable Information” means any representation of information that, when used alone or with other relevant data, permits the identity of an individual to whom the information applies to be reasonably inferred by either direct or indirect means.

“Prior Existing Software” means any portion of the Software, other than COTS Software, created prior to commencement of design and development of the System, which Contractor specifically defines under section 9.2 and/or identifies to the Authority in writing on Exhibit “E” or which is otherwise required to be provided in order for Contractor to deliver and implement its System.

“Project” means design, development, production, installation, integration, and implementation by Contractor of the System, and the training by Contractor of Customers and Users to operate the System and maintenance of the System during the term of this Agreement.

“Proprietary Information” has the meaning defined in Section 13.1 hereof.

“Punch List” means any 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.

“RFP” means The Philadelphia Parking Authority’s Request for Proposals “Mobile Parking Payments” No. 21-17 that was issued on _____ and all Exhibits annexed thereto, including any and all addenda, a copy of which is attached hereto as Exhibit “B” and incorporated herein throughout by reference.

“Schedule” means the schedule for the Project set forth in Section 2.2 and Exhibit “D” attached hereto.

“Services” means the work performed by Contractor under this Agreement including those specifically described in Exhibit “B” attached hereto, including all services, labor, supervision, materials, equipment, actions and other requirements to be performed and furnished by Contractor under this Agreement.

“Software” means 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.

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

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

“System” means the complete Mobile Parking application and program developed by Contractor for use by the Authority’s parking Customers throughout the City of Philadelphia and various Authority Off-Street locations.

“System Completion Date” means the delivery date established for the System as set forth in the Implementation Plan and Schedule mutually agreed to between the Parties as set forth in Section 2.2 and Exhibit “D” attached hereto.

“System Equipment” means the equipment and software, (including parking enforcement software) required at Authority on-street and off-street paid parking areas to enable the operation of the System and services; cost of single space meter stickers, multi-space meter stickers, signage, cost of maintenance, updates and technical support; any advertising of the service; and any other costs whatsoever associated with this service.

“System Integration” means the process of interfacing and complete functionality between the System and any existing system.

“System Specifications” means the description of the System as set forth in Contractor’s Proposal.

“System Test Acceptance” means successful completion of the System Test Procedures as acknowledged in writing by the Authority as described in Section 7.3.

“System Test Procedures” means the test procedures approved by the Parties that verify whether the System meets all of the System Specifications and Technical Requirements.

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

“Third Party Damage” means damage to the System, in whole or in part, caused by or arising out of an event not within the reasonable control of, or by a party other than, the Authority, its agents, employees, officers, or contractors.

“Transaction Fee” has the meaning set forth in Article IV.

“Upgrades” means any improvements or enhancements to the technology or reliability of the System or the System Equipment, in whole or in part, developed by or available to the Contractor at any time during the term of this Agreement.

“Users” means the users of the System, namely, Authority employees.

“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 property specifically reserved to the Authority in this Agreement, including Authority Data, Authority Provided Resources, Authority Specifications and Authority inventions, improvements, or discoveries related to the System.

“Total Payment” shall mean the total amount of money collected by the Contractor, including the Parking Fees and Per Transaction Fees.

ARTICLE II SERVICES AND SCOPE OF WORK

2.1 The Project. Contractor agrees to deliver the System and perform the Services in accordance with the terms of this Agreement. Contractor shall have qualified personnel available to the Authority’s Project Manager to answer questions about design and installation details, and to troubleshoot issues as they arise.

2.2 The Schedule. The Project shall be completed as follows: This Agreement will be implemented by Area as detailed in the RFP and herein. The Parties agree, Areas I-III, as detailed in section B-1 of the RFP, shall be completed within ninety (90) days of the Effective Date of the contract. The Parties agree that time is of the essence as to the completion of Areas I-III. Failure to timely complete Areas I-III shall constitute a breach of the contract and the Authority, in its sole discretion, shall have the right to immediately terminate the agreement and award the contract to another offeror. In order to meet this time frame it is understood and agreed that the Contractor shall deliver the entire signage order for the areas detailed in Areas I-III to the Authority, prior to any installation.

2.3 Contractor Project Manager. Contractor shall 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 include 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 Contractor Project Manager selected by Contractor and approved by the Authority shall be _____. The Contractor Project Manager shall not be reassigned or removed by Contractor without cause as Contractor Project Manager without the written consent of the Authority Project Manager. If Contractor Project Manager is removed for cause by Contractor, Contractor shall 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 shall replace Contractor Project Manager with an individual acceptable to the Authority. The Contractor Project Manager shall 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 shall meet with the Authority Project Manager and other Authority representatives at least once every week (or as otherwise agreed to between the Parties) to discuss the Project during the Implantation process. After Final System Acceptance the Contractor Project Manager and the Authority Project Manager shall meet at least bi-weekly, unless agreed upon otherwise. The Contractor Project Manager shall 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 shall be necessary will meet with the Authority's representatives at such times and in such places as shall be 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 shall be responsible for training, supervision and management of all personnel engaged by Contractor (whether such personnel be employees, agents, or Subcontractors of Contractor) during performance of this Agreement. Contractor is also responsible for monitoring the techniques used in the performance of work, and keeping its employees, agents, and Subcontractors informed of Upgrades and other improvements, changes, and methods of operation.

(b) Contractor acknowledges that award of the Agreement was 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 Exhibit "F" shall perform the Services as proposed in accordance with Exhibit "B" and "C". No substitutions shall be made without the prior written approval of the Authority Project Manager. Contractor shall notify the Authority Project Manager twenty (20) days in advance (or as soon as reasonably practical) of the proposed substitution. The notification shall include: (a) an explanation of the circumstances necessitating the proposed substitution, (b) a complete description of the qualifications of the proposed substitute, which shall be equal to or greater than the individual to be replaced, and (c) any other information requested by the Authority. Contractor shall 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 shall 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") shall be **Brendon Crowther**. All requests for payment by the Contractor under this Agreement shall be directed to the Authority Project Manager. The Authority Project Manager will decide all questions that may arise as to the quality and acceptability of work performed, the Work Product, and as to the compliance of Contractor's performance with the terms of this Agreement, all applicable policies and payment to the Contractor. Failure of the Authority Project Manager during the term of the Agreement: (i.) discover or reject unacceptable work; (ii.) discover work not in accordance with the Agreement; or (iii.) failure to exercise any remedies in connection therewith shall not be deemed an acceptance thereof, nor a waiver of the Authority's right to full performance of the Agreement. Any service performed without the prior written direction of the Authority Project Manager is work outside the scope of this Agreement and shall be performed exclusively at Contractor's risk and own expense.

2.7 Training. Contractor shall train Authority employees in the use and operation of the System, as set forth in this Agreement.

ARTICLE III TERM AND TERMINATION

3.1 Term. The term of this Agreement shall commence on the Effective Date, and shall expire three (3) years from the Go-Live Date, as set forth in the Notice to Proceed, unless earlier terminated as otherwise provided herein. The Authority has two (2) options to renew the Agreement for a period of one (1) year each. The Authority may extend the term of this Agreement beyond the expiration date by exercising an option at the Executive Director's sole and absolute discretion and by modifying this Agreement as provided in this Agreement.

3.2 Termination for Convenience. The Authority shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. The Authority shall exercise this option by giving Contractor written notice not less than Forty-Eight (48) hours in advance of termination. The notice shall specify the date on which termination shall become effective. Upon receipt of the notice of termination, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by the Authority and to minimize the liability of Contractor and the Authority to third parties as a result of the termination. All such actions shall be subject to the prior approval of the Authority. Such actions include:

(a) Halting the performance of all Services under this Agreement on the date(s) and in the manner specified by the Authority.

(b) Terminating all existing orders and subcontracts, and not placing any further orders or subcontracts for materials, Services, equipment, or other items.

(c) Completing performance of any Services that the Authority designates to be completed prior to the date of termination specified by the Authority.

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

3.3 Termination for Convenience Costs. Within thirty (30) days after the specified termination date, Contractor will be paid any compensation outstanding for the Services satisfactorily performed pursuant to Article IV herein for the period prior to the date of termination. The payments to be made to Contractor hereunder are the Contractor's sole remedy and right with respect to termination under this paragraph.

3.4 Survivability. 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, shall 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), VIII (Time of the Essence and Damages); IX (Ownership of Work Product; Licenses), XI (Representations and Warranties), XIII (Confidentiality), XIV (Indemnification) and XXIV (Audit) and shall survive termination of this Agreement regardless of the reason for termination for not less than the applicable statute of limitations periods for any claim alleging a violation.

3.5 Return of Authority Materials.

(a) Upon the earlier of completion or other termination of this Agreement, subject to applicable retention periods established by law or by this Agreement, all finished, unfinished and unprocessable work, all bad checks, microfilm, optical discs, computer tapes and all other materials described in the Agreement, together with all finished or unfinished original documents or copies (when originals are unavailable), reports or other materials prepared by Contractor under this Agreement ("Authority Materials") shall, at the sole option of the Authority, become the Authority's exclusive property, whether or not in Contractor's possession on that date, free from any claim or retention of rights thereto on the part of Contractor, except as herein specifically provided in this Agreement, and shall promptly be delivered to the Authority upon the Authority's request and the Authority shall return or make available to the Contractor all of Contractor's property.

(b) The Authority acknowledges that the transfer of archived data may require up to sixty (60) days to be completed, and Contractor agrees to maintain Authority access to the Contractor's database until such transfer is complete to the satisfaction of the Authority. Contractor acknowledges that any intentional unjustifiable failure or intentional unjustifiable delay on its part to deliver the Authority Materials to the Authority may cause irreparable injury to the Authority which is not adequately compensable in damages and for which the Authority has no adequate remedy at law. Contractor therefore agrees that the Authority may in such event request injunctive relief in a court of competent jurisdiction without being required to post a bond or other security. The Authority shall have full and unrestricted use of the Authority Materials for the process of completing the Project. Contractor ownership and licensing rights as set forth in Article IX, Sections 9.1 through 9.4 (including all Work Product and Pre-existing Intellectual Property) shall be unaffected by this Section.

(c) The compensation for this transfer of Authority Materials has been figured into and is included in the Transaction Fee compensation payable to the Contractor under this Agreement.

ARTICLE IV
PAYMENT TERMS

4.1 Compensation. Contractor agrees to accept transaction fees for Contractor's performance of the Project, including the System, Work Product, delivery of all necessary components of the System (including hardware, software and data), any Upgrades and full installation thereof (the "Transaction Fee"). The Transaction Fee shall include all Subcontractors' fees, Expenses, Software and Hardware. Contractor agrees to accept the Transaction Fee pursuant to this Agreement as follows:

(a) Contractor is permitted to charge Customers a Transaction Fee of \$_____ for each on demand transaction utilizing the System in connection with this Agreement.

(b) Contractor will invoice the Authority monthly, one month after the Go-Live Date. Contractor's invoice will consist of the total number of Transaction Fees collected by Contractor during the preceding month. Upon submission of the invoices, Authority staff will review and approve the amount charged. All invoices shall be in form and substance acceptable to the Authority and shall include costs for the total agreed upon Transactions Fees. No late fees, penalties, or interest may be assessed against the Authority for late payments. All invoices shall be submitted to:

**Revenue Control Department
The Philadelphia Parking Authority
Attn: Robin Schaffer
701 Market Street, Suite 5400
Philadelphia, Pa 19106
Rschaffer@philapark.org**

(c) Except the Transaction Fee the Contractor may not charge or collect any other consideration for its performance under this Agreement. Contractor expressly agrees that it will seek no additional revenue, payment, or reimbursement for performance under this Agreement but for the Transaction Fee.

4.2 Subcontractor's Fees. Contractor shall be responsible for paying all Subcontractors out of Contractor's Transaction Fee as described above.

4.3 Expenses. The Authority shall not be responsible for any expenses of Contractor or Subcontractor, including, but not limited to, travel, fuel, lodging, food, telephone, photocopying, or postage (the "Expenses"). All such expenses shall be included in the Transaction Fee.

4.4 Hardware and Software. The price for Prior Existing Software, Developed Software, COTS Software and Hardware provided or modified by Contractor shall be part of the Transaction Fee.

4.5 COTS Software and Hardware. The Transaction Fee includes all costs and fees for the COTS Software licensed to the Authority and for any Hardware used by the Authority under this Agreement as part of the System. Risk of loss for Hardware shall be with Contractor except for damage caused by the negligence or acts of the Authority. Contractor shall insure all Hardware against loss or damage. Exhibit "H" hereof contains a list of the Hardware and Software and the quantities of each required for the System.

ARTICLE V PAYMENT PROCESSING

5.1 Payment Processing. The parties agree that the Total Payment received by Company through this Agreement shall be delivered directly to the Authority from Contractor's Payment Processor to either Authority Bank Account No. _____ for On-Street payments or Authority Bank Account No. _____ for Off-Street payments, within two (2) business days of receipt by Contractor, and that time is of the essence as to the delivery of those funds to the Authority. A "business day" is a day other than a Saturday, Sunday, or a Federal or Pennsylvania holiday.

5.2. Contractor Responsibility. Contractor shall transmit the Credit Card Batch electronically to the Payment Processor by the close of each day. It is also understood and agreed that Contractor shall Batch all credit card transactions on a daily basis.

5.3. Total Payment Not Delivered. The Authority will send a written notice of non-payment to the Contractor if the Total Payment for a specific day is not received in the Authority Account within two (2) business days. Contractor will contact the Payment Processor immediately upon receipt of the Authority's notice, and will cure the failure to make payment within two (2) business days. Failure to cure will constitute of a breach of this Agreement and shall, at the Authority's sole discretion, be grounds for termination of this Agreement. The Authority reserves the right to collect the Total Payment as detailed in this Agreement.

5.4. PCI Compliance. Contractor shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS").

ARTICLE VI CHANGE ORDERS

6.1 Contract Changes.

(a) The Authority Project Manager may at any time, by written order and without notice to the sureties, if any, direct any change to the Project within the general scope of the Agreement ("Change Order"). However, such changes may not increase the Transaction Fee of the Agreement without advance approval by the Authority's Board and any change made without such approval shall be void. For matters not involving a change to the Transaction Fee, only the Authority's Project Manager may direct changes on the Authority's behalf under the Agreement and then only when expressly authorized to do so in writing by the Authority Project Manager. No Change Order shall be effective without the approval and signature of both Parties.

(b) If any change directed in writing by the Authority Project Manager causes an increase or decrease in the time required for performance of any part of this Agreement or otherwise affects any provision of the Agreement, Contractor shall notify the Authority Project Manager in writing within five (5) business days of receipt of the written Change Order, and shall negotiate in good faith with the Authority, as appropriate, an equitable adjustment to the schedule (or change to any other terms or conditions). The Authority Project Manager shall issue a modification to the Agreement reflecting the terms of the equitable adjustment, which, if agreed to, shall be signed by the Contractor.

(c) The Authority may direct, from time to time, Contractor to add or remove services to this Agreement. Contractor shall not be obligated to perform, and the Authority shall have no obligation to pay for, any work not included in this Agreement, Contractor's Proposal, or the RFP. Pursuant to Contractor's Proposal, all equipment detailed in the RFP and Contractor's Proposal must be made available to the Authority at no cost to the Authority. Contractor's unpriced system benefit options include the following services such as _____, but there is no obligation for the Authority to contract for such services. If the Authority desires to add services or work to this Agreement, then the Parties shall negotiate a contract amendment to this Agreement that is signed by Contractor and the Authority.

ARTICLE VII TEST AND ACCEPTANCE; QUALITY ASSURANCE

7.1 Testing of System. In order to ensure that the System functions as required under this Agreement, Contractor shall cause each Area where the System is implemented to submit to all testing in a commercially reasonable fashion and to actively participate in such testing pursuant to this Agreement. Contractor shall ensure that all testing documentation produced by it and accepted by the Parties pursuant to this Agreement is maintained and available for audit by the Authority.

7.2 The Acceptance of Design and Implementation Documents. As set forth in Section 2.2, the Parties shall meet within ten (10) days following the Effective Date of this Agreement to develop a mutually agreeable Implementation Plan and Schedule. This process shall include the review and acceptance of any Design documentation. The Implementation Plan and Schedule shall be completed and agreed to in writing between the Parties within thirty (30) days of the Effective Date. Upon completion and agreement of the Implementation Plan and Schedule, the Authority shall issue a Notice to Proceed to Contractor to commence implementation of the Project. All delivery, performance and associated penalty timelines set forth in this Agreement shall commence upon the issuance of the Notice to Proceed. The Implementation Plan and Schedule shall be incorporated into this Agreement as if fully set forth herein as Exhibit "D" [Implementation Plan and Schedule].

7.3 System Test Acceptance. Upon completion of each Area of the System the Authority and the Users shall use the System for a period of five to ten (5-10) days ("Testing Period") during which time any problems reported by the Authority to Contractor, or of which Contractor becomes aware, shall be corrected as soon as reasonably possible by Contractor but in all cases within 24 hours of Contractor's discovery of a Malfunction. In the event that any problems affect the Authority's use of the System as determined by the Authority's Project Manager, the Testing Period shall automatically be extended by the number of days the Authority's use of the System was affected at that System Area. At the end of the Testing Period, Contractor shall provide the Authority with revised System Test Procedures subject to the Authority's written approval, which reflect any changes in the System necessitated by problems resolved during the Testing Period. After completion of the modified System Test Procedures and completion by Contractor of any revisions to the Detailed Design Specifications, the Authority shall provide written notice signifying its final acceptance of the System Phase ("Final System Acceptance") by written approval of the Authority's Project Manager. Failure of the Authority to provide its acceptance or reasons for rejections of such acceptance within five (5) days of the request shall be deemed an acceptance. Contractor may commence the System in the applicable Area thereafter.

ARTICLE VIII TIME OF THE ESSENCE AND DAMAGES

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

8.2 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 a System sustains a Malfunction, or if Contractor fails to timely transfer the Total Payment or any payments to the Authority, or if Contractor sustains a Date Compromise. Upon demand, Contractor agrees to reimburse losses suffered by the Authority as a result of such damages, without limitation.

(a) Contractor is responsible for daily verification of the System's operational status and is required to immediately notify the Authority of any System Malfunction discovered by Contractor. Any Malfunction must be repaired within 24 hours of its discovery or notice thereof unless a longer time period is approved by the Authority in writing.

(b) If any System Completion Date or other defined delivery period identified in this Agreement is 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 acts, misuse or unauthorized modification to a 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 shall not be held liable for any damages for such delays.

8.3 The damages set forth in this section shall 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.

ARTICLE IX
OWNERSHIP OF WORK PRODUCT and LICENSES

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

9.2 License to Work Product and Prior Existing Software.

(a) Contractor (or its vendors) shall retain all right, title and interest in and to all of its Pre-Existing Intellectual Property used, provided, or delivered by Contractor to the Authority in connection with the performance of this Agreement, including but not limited to know-how, software, associated documentation, software upgrades, modifications and customizations. For purposes of this Agreement, "Prior Existing Software" is the same as Contractor's "Pre-Existing Intellectual Property" and means any intellectual property developed prior to this Agreement, or if developed after execution of this Agreement, then developed independently of this Agreement in the normal course of Contractor's operations for general use by clients.

(b) To the extent that any Deliverables within Authority Data may incorporate or have embedded any pre-existing or independently developed Contractor content that is not defined as Contractor Pre-Existing Intellectual Property/ Pre Existing Software in this paragraph (a) above, Contractor grants Authority a non-exclusive, perpetual, irrevocable, transferable, fully paid-up, worldwide right to use, distribute, transmit, display, and make and prepare derivative works from, and reproduce and publish the Deliverables that are not property of the Authority and to allow its contractors and subcontractors of any tier to use, reproduce, distribute, display, and make derivative works of such Deliverables.

9.3 Ownership of Authority Materials. As between the parties, the Authority shall own and retain all right, title and interest in and to the Authority Data, Authority Provided Resources, 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 any 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 shall provide supplemental services to the Authority and/or third parties as directed by the Authority. Such services, if provided to the Authority, shall 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 shall be provided under the terms of a separate agreement as between Contractor and such third party. Contractor shall act in good faith when negotiating any such agreement with a third party.

10.2 Ongoing Support. Contractor agrees to provide Maintenance and support for all portions of the System (including all Hardware and Software) and to provide all Upgrades to the System at no cost to the Authority throughout the term of this Agreement.

10.3 Data Backup. Contractor shall maintain and backup all data from the System, in adequate form, detail and arrangement, for the Authority's benefit throughout the term of this Agreement. Upon request of the Authority at any time, Contractor shall provide the Authority with the backup data.

ARTICLE XI REPRESENTATIONS AND WARRANTIES

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

11.2 No Destructive Elements or "Open Source" Warranty. Contractor warrants, represents, and covenants that, effective upon the date of the Final System Acceptance of the System and throughout the entire time the System is to be operational under this Agreement, the System, and all Software except for COTS Software and third party Hardware used in the operation of the System shall be free of (i) all Destructive Elements and (ii) will conform with the Authority's specifications and intended use of the System. Further, during all of that same time period, the System will be free from devices such as "back-doors," "time bombs" or any other similar feature which may be activated by Contractor or a third party so as to disable the System, in part or in whole, or to otherwise interfere with the Authority's computer systems or any other computer system to which the System may be connected. The System shall also be free of any open source software.

11.3 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 the Final System Acceptance, the Contractor will utilize a prevailing industry standard anti-virus program and shall ensure that the System, excluding COTS Software and third party Hardware, will not contain 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 Destructive Elements in the System, Contractor will immediately notify the Authority and use its best efforts to promptly (and in any event not more than 24 hours after Contractor learned of a Destructive Element) 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 Destructive Elements 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.

11.4 Hardware Warranties. Contractor warrants, represents, and covenants that upon installation (unless otherwise agreed to by the Parties), all Hardware shall: (a) be new; (b) conform to all the requirements and specifications of this Agreement; (c) be free of defects in design, materials, and workmanship; and (d) be of good quality. Contractor further warrants represents and covenants that each item of Hardware shall operate correctly and in conformance with the Detailed Design Specifications and the applicable manufacturer's documentation effective upon the date of the Final System Acceptance of the System and throughout the entire time the System is to be operational under this Agreement. Contractor shall 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.

11.5 Software Warranties. Contractor warrants, represents, and covenants that upon installation, all Software shall: (a) conform to all the requirements and specifications of this Agreement; (b) be free of defects in design, materials, and workmanship; and (c) be of good quality. All Software must also be capable of processing and maintaining a record of the System functionality.

11.6 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.

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

11.8 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.

11.9 Operational Reliability Warranty. At all times during the term of this Agreement, the System shall be secure and able to provide detailed reports, including Monthly Status Reports, Monthly Viewing Reports, and such other reports as the Authority may require for a combination of any one or more of the following: reliability, invoicing, compliance and auditing purposes. Contractor represents and warrants that the System shall meet the reliability criteria set forth in Exhibit "T" during the term of this Agreement, provided that such warranty shall 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 11.4 does not apply, Contractor shall repair or replace, within 24 hours of an Authority report, any Hardware that fails to comply with the foregoing warranty. The Authority also retains the right to require that

Contractor make changes to its System that are necessary or advisable to assist in improving the security, integrity, and reliability of the System.

11.10 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 shall 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.

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

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.

12.2 The Contractor shall 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 shall 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 its Philadelphia Commercial Activity License ID. No. is: _____, and has attached a true, current, and correct copy of its Philadelphia Commercial Activity License hereto as Exhibit "J" [Contractor Business License].

ARTICLE XIII CONFIDENTIALITY

13.1 Confidentiality of Proprietary Information. Each party shall 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 shall also include all Work Product, including but not limited to the Developed Software and Detailed Design Specification. Each party shall take all steps to protect and to not disclose the other party's Proprietary Information except in confidence and as otherwise required to

complete the 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 shall 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 shall (i) obtain the prior written consent of the party that owns the Proprietary Information; and (ii) obtain the third party's execution of a confidentiality agreement in form and substance acceptable to the party that owns the Proprietary Information.

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. Contractor understands that in the event it fails to comply with this Agreement, the Authority may suffer irreparable harm which may not be adequately compensated for by monetary damages alone. Therefore, Contractor agrees that in the event of its breach or threatened breach of this Article, the Authority shall be entitled to injunctive relief (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 the Authority shall prevail in any action at law or in equity to enforce these provisions of this Agreement, the Contractor shall pay the Authority's cost and expenses, including reasonable attorneys' fees.

ARTICLE XIV INDEMNIFICATION

14.1 General Indemnification. Contractor agrees to defend and indemnify the Authority and its Members, officers, employees, attorneys and agents (the “Indemnified Parties”) from all claims, liabilities, damages, and costs including reasonable attorneys’ fees, for bodily injury (including death and workers compensation claims) and damage to any 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 any work or Services pursuant to this Agreement or the Support and Maintenance 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 shall 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 Limitation on Liability. The Authority shall not be liable to the Contractor for any reason any special, consequential, punitive, speculative, incidental or indirect damages, whether such claim is based on a cause of action in contract, negligence, strict liability, warranty, operation of law or otherwise.

ARTICLE XV ADDITIONAL INDEMNIFICATION

15.1 Infringement Indemnification. Contractor will, at its sole expense, indemnify and defend the Indemnified Parties from and against all third party suits, actions, 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 the Indemnified Parties 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 shall 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.

15.2 Environmental Indemnification. Contractor agrees to defend and indemnify the Indemnified Parties, 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 reasonable 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.

15.3 Contractor's Obligations. Contractor will indemnify the Indemnified Parties from any costs, damages, losses, liabilities, expenses and fees incurred by the Indemnified Parties which are attributed to any of the claims set forth in this Article (including but not limited to reasonable attorneys' fees and expert witness costs). Contractor shall 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), provided however such compromise or settlement does not prejudice the Authority's rights hereunder, require the Authority to make any admission of liability, or require the Authority to incur any costs in connection with the compromise or settlement. Otherwise, Contractor shall have no authority to settle any claim on behalf of the Indemnified Parties. All indemnification obligations of Contractor set forth in Article XIV and this Article shall survive termination of this Agreement for any reason for a period of at least six (6) months past the longest applicable statute of limitations.

ARTICLE XVI INSURANCE

16.1 Insurance. During the Term of this Agreement, Contractor shall provide and maintain insurance coverage as detailed in the Certificates of Insurance identified in section 16.2 below (collectively, the "Required Insurance Policies").

16.2 Certificate of Insurance Policy. A true and correct copy of Contractor's Certificate of Insurance is attached hereto, made a part hereof, and marked Exhibit "K" [Insurance].

16.3 Contractor shall 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.

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

16.5 Claims-Made Coverage. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

ARTICLE XVII DISPUTE RESOLUTION

17.1 Resolution of Claims and Disputes. Except in an event where the Authority deems there to be irreparable harm, the parties shall make commercially 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 provisions of Section 17.1 above, either party shall have the right to initiate an action in the First Judicial District of Pennsylvania, being 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 shall proceed diligently with performance of the Agreement and shall continue to work as directed by the Authority Project Manager, in a diligent manner and without delay, and shall be governed by all applicable provisions of the Agreement. During the pendency of the claim or dispute (including litigation), the Authority shall make payments of undisputed amounts in accordance with the Agreement.

ARTICLE XVIII DEFAULT

18.1 Each of the following shall constitute an immediate event of default (an Event of Default) without further notice under this Agreement:

(a) Contractor fails or refuses to perform or observe any term, covenant or condition contained in this Agreement. Contractor's Proposal, or the RFP.

(b) Contractor fails or refuses to perform or observe any other term, covenant, or condition contained in this Agreement, including any obligation imposed by any ordinance or statute and incorporated by reference herein, and such default continues for a period of two (2) days after written notice thereof from the Authority to Contractor.

(c) Contractor (i) is generally not paying its debts as they become due; (ii) files, or consents by answer or otherwise to the filing against it of a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction; (iii) makes an assignment for the benefit of its creditors; (iv) consents to the appointment of a custodian, receiver, trustee, or other officer with similar powers of Contractor or of any substantial part of Contractor's property; or (v) takes action for the purpose of any of the foregoing.

(d) A court or government authority enters an order (i) appointing a custodian, receiver, trustee, or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, or (iii) ordering the dissolution, winding-up or liquidation of Contractor.

(e) Contractor fails to comply with Laws as defined in Section 23.1.

(f) If a Subcontractor which provides labor or material or both in connection with the System or the Services, in whole in part, notifies the Authority that it has not been paid in full by the Contractor within the terms of its contract with the Contractor or notifies the Authority of its intention to file a lien against System Equipment or the Authority.

(g) If any Existing System is disabled or otherwise rendered inoperable by Contractor before the Authority determines that the Existing System is no longer needed.

18.2 Notwithstanding any provision to the contrary in this Agreement, this Agreement terminates automatically upon a determination by any Court of jurisdiction, State or Federal, that the System is unconstitutional, illegal, or otherwise prohibited. Further, any legislative act, whether State or Federal, which prohibits the use of the System also automatically terminates this Agreement.

18.3 On and after any Event of Default, the Authority shall have the right to exercise its legal and equitable remedies, including the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, the Authority shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default. In the event the Authority elects to cure an Event of Default by the Contractor, then the Contractor shall pay to the Authority on demand all costs and expenses incurred by the Authority in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. Further, the Authority shall then have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between the Authority and Contractor: (i) all damages, losses, costs, or expenses incurred by the Authority as a result of an Event of Default; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with the Authority.

18.4 All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules, and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy. Nothing in this Agreement shall constitute a waiver or limitation of any rights that the Authority may have under applicable law. Further, the omission by a party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

18.5 If the Authority terminates this Agreement, in whole or in part, due to an Event of Default, the Authority shall have no further payment obligations under the portion(s) of the Agreement which is/are terminated. In no event shall 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. Contractor shall, upon direction of the Authority protect and preserve property in possession of the Contractor in which the Authority has an interest. In determining whether to direct the Contractor to protect and preserve property in which the Authority has an interest, the Authority shall consider, but shall 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 shall 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 reasonably 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 shall 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 shall continue performance of this Agreement to the extent not terminated under the provisions of this Article.

18.6 Subject to the survival of the sections and articles identified in this Agreement as surviving termination or expiration of the Agreement, termination of this Agreement prior to expiration of the term specified in Section 3.1 this Agreement shall be of no further force or effect. Upon termination of this Agreement prior to expiration of the contract term, Contractor shall transfer title to the Authority, and deliver in the manner, at the times, and to the extent, if any, directed by the Authority, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to the Authority.

ARTICLE XIX ENVIRONMENTAL COMPLIANCE

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

19.2 Disposal. Contractor shall 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 shall the Authority be identified as the generator of any such wastes. Contractor shall 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 Contract Inclusion and Enforcement. Contractor shall include, and enforce, this Article in all subcontracts or lower tier purchasing agreements.

ARTICLE XX MINORITY- AND WOMEN-OWNED AND DISADVANTAGED- DISABLED BUSINESS ENTERPRISES

20.1 Compliance. Contractor agrees to abide by the requirements set forth in the RFP to afford Disadvantaged Minority Business Enterprises, Disadvantaged Women Business Enterprises and Disadvantaged Disabled Business Enterprises an equitable opportunity to participate in the performance of all contracts and subcontracts. This Agreement may be canceled, terminated, or suspended in whole or in part based on Contractor's failure to comply in good faith with this Article.

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

22.1 From the Effective Date, the Contractor shall obtain and maintain the performance bonds and labor and material bonds more particularly described in the RFP and shall deliver proof of the same to the Authority from time to time during such period as may be reasonably requested by the Authority. Upon expiration of this Agreement, the Contractor shall 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 shall 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 shall 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.

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 five (5) days of receiving the written notification, a written statement signed by an authorized officer or 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 shall continue as long as the Contractor has Requested Information in its possession.

ARTICLE XXIV AUDIT SECURITY AND DATA COMPROMISES

24.1 Audit and Inspection of Records and System. The Authority reserves the right to inspect, copy, and audit the project records of Contractor and Subcontractor(s) (collectively, the "Contractor's Records") in connection with all matters related to the Agreement. All financial reports and information contained in Contractor's Records will have been prepared in accordance with generally accepted accounting principles (GAAP), as applied in the United States of America. Notwithstanding any other provision herein, such Contractor's Records shall not include any internal and proprietary cost and pricing data.

(a) Performance and Compliance. The Authority shall 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. The Authority and any Person engaged by the Authority for audit or compliance purposes is therefore to have free access to Contractor's System, System Equipment, and Work Product at all times for inspection and audit.

(b) Change Orders and Modifications. The Authority shall have the right to examine, copy and Audit Contractor's Records, if necessary, to evaluate change order proposals and modifications to the Agreement and any associated computations and projections, as well as to evaluate Contractor's performance of and compliance with change orders issued under Article VI.

(c) Contractor's Records shall include accounting records (hard copy, as well as computer readable data if it can be made available); written policies and procedures; subcontract files, any other supporting evidence deemed necessary by the Authority to substantiate invoice charges or services related to the Agreement or Contractor's compliance with the terms of this Agreement.

(d) Contractor's Records shall be open to inspection and subject to Audit or reproduction or both 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.

(e) Contractor shall make Contractor's Records in a satisfactory condition available to the Authority or its representative(s) at all reasonable times, and the Authority or its representative(s) shall be afforded access to all of Contractor's facilities at an accessible location pursuant to the provisions of this clause throughout the term of the Agreement and until the later of three years after final payment under the Agreement or after a final Audit by or on behalf of the Authority has been resolved. Contractor shall provide adequate and appropriate workspace for the Authority or its representative(s) to conduct Audits in compliance with this Article. Contractor shall cooperate with all Audit procedures including the furnishing of a management representation letter upon request of the auditor.

(f) Contractor shall require all subcontractors 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 shall also apply to lower tier subcontractors.

(g) Contractor shall provide the Authority with quarterly sample notices and other validations as requested by the Authority.

(h) Contractor shall reimburse the Authority, within thirty (30) days after receipt of a written request thereof, the price charged for services or quantities not delivered under the Agreement as verified by any inspection or Audit of Contractor's Records or of the System.

(i) The Authority shall also have the right to engage a Person to assess, audit, examine, investigate, or review Contractor's operations and programs relating to the Project, the System, or the System Equipment. Any of these activities undertaken by the Authority or a Person designated by the Authority may include review of configurations, audit trails, Source Code(s), and maintenance of Hardware and Software within Contractor's computer programs associated with the Project, the System, or the System Equipment. Tools which may be used for these activities may include network security tools; provided, that the Authority's designated auditor may specify the time at which any tool is used, if the Authority reasonably believes that such tool may affect system performance. The assessment, audit, examination, investigation, or review will be coordinated through a Person designated by the Authority who will be entitled to observe all audit related activity. That Person and its review team will be considered authorized users and Contractor will not seek prosecution under any computer crime or other applicable statutes for such activity. Once authorized, a user will be provided with a user ID and password.

(j) As used in this Agreement, the term "Audit" means any assessment, audit, examination, investigation, or review of Contractor's Records as well as of Contractor's operations and programs relating to the Project, the System, or the System Equipment. Contractor is to afford the Authority and its agents all necessary assistance during all inspections or Audits or both. In all cases, any Audit shall be of such nature and scope as shall be reasonably required by then existing technology to confirm Contractor's compliance with its performance and responsibilities in accordance with this Agreement. The costs of all Audits, including the expenses incurred by the Authority and its designated auditor shall be the sole obligation of the Contractor. Contractor shall pay the Authority immediately upon its receipt of a demand for payment by the Authority.

24.2. Data, personal identifying information, financial account information, and restricted Authority information, whether in electronic format or hard copy, must be secured and protected at all times to prevent unauthorized access. At a minimum, Contractor will encrypt and password-protect electronic files, store and process Authority data only in North America, and adhere to any applicable security standards, including the National Institute for Standards and Technology CSF/800-14/800-53/800-82, International Organization for Standardization 15408/27001/27002, International Society for Automation ISA-62443 series, Payment Card Industry PCI-DSS, Underwriters Laboratory, Health Insurance Portability and Accountability Act, Federal Risk and Authorization Management Program FedRAMP, U.S. Department of Justice/Federal Bureau of Investigation Criminal Justice Information Services Security Policy, et al. This includes data saved to host locations, computers, connected devices, and storage devices.

24.3. If necessary for the fulfillment of this Agreement, the Authority may provide Contractor with non-exclusive, limited access to the Authority's information technology infrastructure. Contractor must abide by all Authority policies, standards, regulations, and restrictions regarding access and usage of the Authority's information and communication technology resources. Contractor will enforce all such policies, standards, regulations, and restrictions with all Contractor employees, agents, and any tier of subcontractor granted access in the performance of this Agreement and will only grant such access as may be necessary for the purpose of fulfilling the requirements of this Agreement.

24.4 Data Compromise. Upon becoming aware of a Data Compromise, Contractor shall promptly report, either orally or in writing, to the Authority any such Data Compromise, and shall provide the Authority with such information about the Data Compromise as may be required by state data breach notification laws, but in no event more than twenty-four (24) hours after Contractor determines there has been a Data Compromise. Contractor shall use best efforts to remedy any Data Compromise and prevent a similar Data Compromise from occurring. Except where a modification is requested by the Authority, Contractor shall use commercially reasonable efforts to prevent a material reduction in performance or security and privacy features in the Services.

ARTICLE XXV GENERAL TERMS AND CONDITIONS

25.1 Independent Contractor. 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 Assignment; Successors and Assigns. 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 shall be voidable by the Authority. This Agreement, and all rights and powers granted hereby, shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

25.3 No Third-Party Beneficiaries. 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 shall be deemed to be a third-party beneficiary of any of the rights or obligations set forth in this Agreement.

25.4 Force Majeure. 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), 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, or other causes beyond its reasonable control and occur without its fault or negligence, then the delayed party, upon giving prompt notice to the other party, shall be excused from performance for a period of time equal to the duration of such delay; provided, however, that the delayed party shall 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 exceeds forty-five (45) days over the term of this Agreement, whether continuous or not, either party shall thereafter 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 to the extent that such delay in performance is directly the result of any such a cause, 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 shall 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 Ethical Business Practices. Contractor acknowledges receipt and acceptance of the Contractor Integrity Provisions attached hereto as Exhibit "A" and incorporated herein throughout by reference. Violation of this Section shall be considered cause for termination of this Agreement for default in accordance with the Default Section.

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

25.7 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 shall not be affected by the invalidity or unenforceability of any provision.

25.8 Work on the Authority's Premises. Contractor shall 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 shall 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.

25.9 Right to Set Off, Interest, and No Accord and Satisfaction. In the event Contractor is obligated to the Authority for any sums under this Agreement, the Authority shall have the right to set off such amount against amounts payable by the Authority to Contractor under this Agreement or any agreement concerning between the Authority and Contractor associated with Maintenance under this Agreement. Moreover, should Contractor fail to pay any amount due to the Authority within five (5) business days of the date such amount is due the Authority, then the amount due shall begin accruing interest at the rate of Prime plus 2% per annum, compounded monthly, or the highest permissible rate under applicable usury law, whichever is less, until paid. Interest, as computed under this Agreement, shall continue to accrue and be paid so long as any amounts due hereunder remain outstanding even after, including without limitation, default, maturity, acceleration, recovery of judgment, bankruptcy, insolvency proceedings of any kind or the happening of any other similar event. No acceptance by the Authority of a lesser sum than the sums then due it shall be deemed to be other than on account of the earliest installment of such payments due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed as accord and satisfaction, and the Authority may accept such check or payment without prejudice to the Authority's right to recover the balance of such sum(s) due it or pursue any other remedy provided in this Agreement.

25.10 Headings. The titles of the Articles, 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.

25.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one Agreement. The parties may execute (including electronically execute) and exchange electronic counterparts of this Agreement, and if transmitted electronically to the other party, said electronic counterpart(s) shall be treated in all manner and respects as an original document, and the signature of any party thereon shall be considered as an original signature. Any such fully executed electronic copy of this Agreement shall be considered to have the same binding legal effect as an original copy. This Agreement shall be deemed effective when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories hereto and as so executed, have been delivered to each party to this Agreement.

25.12 Meterup.org URL. It is agreed and understood that full ownership of the listed domain shall be transferred to a domain hosting account provided by, and solely owned by The Authority. Contractor is prohibited from purchasing or acquiring any other domain suffixes related to the System without the Authority's written approval.

25.13 Notices. All notices, requests, demands and other communications required or permitted to be made hereunder shall be in writing and shall be deemed duly given at the time of delivery if hand delivered, or if sent by registered or certified mail, return receipt requested, or sent by nationally recognized overnight delivery service, then upon the earlier of the actual receipt or refusal by the addressee or three (3) business days after deposit thereof at any main or branch United States post office if sent by registered or certified mail and the next business day after deposit thereof with the courier if sent by overnight courier. Notices are to be addressed as follows:

(a) If to the Authority:

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

With copies to:
Scott Petri, Executive Director
The Philadelphia Parking Authority
701 Market Street, Suite 5400
Philadelphia, PA 19106

And

Authority Project Manager at:
The Philadelphia Parking Authority

701 Market Street, Suite 5400
Philadelphia, PA 19106

(b) If to Contractor:

Attention:

With a copy to:

Attention:

Any party may alter the address to which communications are to be sent by giving notice of such change of address in conformity with the provisions of this Section providing for the giving of notice. Notice shall be deemed to be effective, if personally delivered, when delivered; if mailed, at midnight on the third business day after being sent by registered or certified mail; and if sent by nationally recognized overnight delivery service, on the date of delivery by such delivery service.

25.14 Applicable Law and Venue. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any choice or conflict of laws provisions of any state) 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 shall have *in personam* jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

25.15 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 shall 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 shall 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.

25.16 Public Release of Information; Identification. Contractor shall obtain the prior written approval of the Authority concerning the content and timing of news releases, articles, brochures, advertisements, speeches and other information releases concerning the work performed or to be performed hereunder by Contractor, its 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 shall 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.

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

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

25.19 Order of Precedence. In the event of an inconsistency between provisions of this Agreement, it shall be resolved by giving precedence in the following order: (1) the main body of this Agreement (not including Exhibits); (2) the RFP (Exhibit “B”), (3) the Contractor’s Proposal (Exhibit “C”), and (4) all other exhibits. It is Contractor’s responsibility to study this Agreement and to report at once in writing to the Authority any errors, inconsistencies, discrepancies, omissions or conflicts discovered between any provisions of the Agreement. Any work performed by the Contractor prior to receiving a written response from the Authority with respect to any alleged error, inconsistency, discrepancy, omission or conflict shall be at the Contractor’s own risk and expense.

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

SIGNATURE PAGE TO FOLLOW

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

The Philadelphia Parking Authority

Attest: _____

Print Name: _____

Print Title: _____

By: _____

Scott A. Petri
Executive Director

APPROVED AS TO FORM

By: _____
Office of General Counsel

Contractor

Witness: _____

Print Name: _____

Print Title: _____

By: _____

Print Name: _____

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 shall 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 shall maintain the highest standards of integrity in the performance of this Contract and shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

10. Contractor shall 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, shall 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 shall 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 shall 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 shall not create privity of contract between the Authority and any such subcontractor, and no third party beneficiaries shall 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 shall 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 shall have an obligation to immediately notify the Authority in writing if at any time during the term of the contract it 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.

Exhibit “B”
RFP

Exhibit “C”
CONTRACTOR’S PROPOSAL

Exhibit “D”
IMPLEMENTATION PLAN AND SCHEDULE

Exhibit “E”
CONTRACTOR PRIOR EXISTING SOFTWARE

Exhibit “F”
KEY PERSONNEL

Exhibit “G”
SUBCONTRACTORS

Exhibit “H”
APPROVED THIRD PARTY SOFTWARE AND HARDWARE

Exhibit “I”
SYSTEM QUALITY ASSURANCE

Exhibit “J”
CONTRACTOR BUSINESS LICENSE
PHILADELPHIA COMMERCIAL ACTIVITY LICENSE

**Exhibit “K”
INSURANCE**

Appendix C

Insurance Requirements

THE PHILADELPHIA PARKING AUTHORITY
INSURANCE REQUIREMENTS
RFP No. 22-01 MOBILE PARKING PAYMENTS 2022

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

1. Workers Compensation and Employers Liability: in the State in which the work is to be performed and elsewhere as may be required and shall include, where applicable, U.S. Longshoremen’s and Harbor Workers’ Coverage.
 - a) Workers’ Compensation Coverage: Statutory Requirements
 - b) Employers Liability Limits not less than:

Bodily Injury by Accident:	\$500,000 Each Accident
Bodily Injury by Disease:	\$500,000 Each Employee
Bodily Injury by Disease:	\$500,000 Policy Limit
2. Commercial General Liability: including Premises-Operations, Independent Contractors, Products/Completed Operation, Broad Form Property Damage, Contractual Liability (including Liability for Employee Injury assumed under a Contract), and Personal Injury Coverage.
 - a) Occurrence Form with the following limits:

(1) General Aggregate:	\$2,000,000
(2) Products/Completed Operations Aggregate:	\$1,000,000
(3) Each Occurrence:	\$1,000,000
(4) Personal and Advertising Injury:	\$1,000,000
(5) Fire Damage (any one fire):	\$ 50,000
(6) Medical Expense (any one person):	\$ 5,000
 - b) General Aggregate must apply on a Per Location Basis, as applicable.
 - c) Owner must be named as additional insured as shown in requirement #9.
3. Automobile Liability: (Note: if no owned vehicles, show at least hired and non-owned coverage)
 - a) Coverage to include:
 - (1) All Owned, Hired and Non-Owned Vehicles
 - (2) Contractual Liability Coverage (including Liability for Employee Injury assumed under a Contract)
 - b) Per Accident Combined Single Limit: \$1,000,000
 - c) Owner must be named as additional insured as shown in requirement #9.
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 #9.
5. Professional Liability/Technology Errors and Omissions: Coverage for liabilities, punitive damages, and claim expenses arising from errors, omissions, or negligent acts in rendering or failing to render professional services, computer or information technology services and in the provisioning of products in the performance of this contract, including the failure of products to perform the intended function or serve the intended purposes, with limits not less than

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\$5,000,000. Coverage for violation of software copyright is to be included. Services to be insured include but are not limited: (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing, including outsourcing development and design; (6) system design, consulting, development and modification; (7) training services relating to computer software or hardware; (8) management, repair and maintenance of computer products, networks and systems; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other technology related services provided by the **Contractor**. Coverage may be on a Claims Made form but if coverage is canceled, non-renewed or discontinued, an Extended Reporting Period (Tail) must be purchased by the contractor.

6. Installation Floater: In the absence of a Builders Risk policy, subcontractor will maintain an Installation Floater policy with limits equal to or greater than the value of the specific project.
7. Deductibles or Self-Insured Retentions: **Contractor** is responsible to pay all deductibles and/or self-insured retentions that may apply to the required insurance.
8. Financial Rating of Insurance Companies:
 - a) A.M. Best Rating: A – (Excellent) or Higher
 - b) A.M. Best Financial Size Category: Class VII or Higher
9. The Philadelphia Parking Authority, The City of Philadelphia, The Commonwealth of Pennsylvania and its agents, employees, representatives, officers and directors individually and collectively, shall be added as ADDITIONAL INSURED on the policies as noted above. **Contractor's** coverage shall be primary and noncontributory to any other coverage available to the Philadelphia Parking Authority, including, without limitation, coverage maintained by the Philadelphia Parking Authority wherein the Philadelphia Parking Authority is named insured, and that no act of omission shall invalidate the coverage.
10. It is agreed that **Contractor'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.
11. Waiver of Rights of Recovery and Waiver of Rights of Subrogation:
 - a) **Contractor** 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 **Contractor** pursuant to this Contract.
 - b) **Contractor** 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 **Contractor** 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.
12. The amount of insurance provided in the aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of the **Contractor**.

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13. Any type of insurance or any increase in limits of liability not described above which the Authority requires for its own protection or on account of statue shall be its own responsibility and at its own expense.
14. The carrying of insurance shall in no way be interpreted as relieving **Contractor** of any responsibility or liability under the contract.
15. Prior to the commencement of work or use of premises, **Contractor** 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, Job Number, OR Contract Number must be shown on the Certificate of Insurance.**

In the event of a failure of **Contractor** 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 **Contractor** who agrees to furnish all necessary information thereof and to pay the cost thereof to The Philadelphia Parking Authority immediately upon presentation of an invoice.

16. Failure of **Contractor** to obtain and maintain the required insurance shall constitute a breach of contract and **Contractor** 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 **Contractor** with a written waiver of the specific insurance requirement.
17. None of the requirements contained herein as to the types, limits, or PPA's approval of insurance coverage to be maintained by **Contractor** are intended to and shall not in any manner, limit, qualify, or quantify the liabilities and obligations assumed by **Contractor** under the Contract Documents, any other agreement with the PPA, or otherwise provided by law.
18. If work involves subcontractors, **Contractor** shall require all subcontractors (of every tier) to meet the same insurance criteria as required of **Contractor**. The subcontractor's insurance must name the PPA as additional insured. **Contractor** shall maintain each subcontract's certificate of insurance on file and provide such information to the PPA for review upon request.
19. Failure of **Contractor** to provide insurance as herein required or failure of PPA to require evidence of insurance or to notify **Contractor** of any breach by **Contractor** 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 **Contractor** 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 **Contractor** and independent of the duty to furnish a copy or certificate of such insurance policies.

Appendix D

Offeror Profile

OFFEROR PROFILE

A. COMPANY INFORMATION

1. Company Name.
2. Parent Company (if applicable).
3. Ownership structure.
4. Years in operation.
5. What year did company begin providing, on a continuing basis, a mobile parking payment system?
6. Location of office that will serve as primary contact.
7. Other office locations.
8. Total number of employees.
9. Number of employees whose primary function is mobile parking payments.
10. Percentage of total revenue that is mobile parking payment related.
11. List any potential conflicts with existing vendor client base and this RFP.
12. If a partner, outside contractor or anyone not currently employed with the company has prepared any part of this response, please list details.

B. FINANCIAL RESOURCES AND RESPONSIBILITY

Specify **YES** or **NO**. If **YES**, please explain.

Within the previous five years has your company been the debtor of a bankruptcy.	
Is your company in the process of being sold?	
Within the previous five years has your firm been debarred from contacting with any local, state, or federal governmental agency?	
Within the previous five years has your company been determined to be a non-responsible bidder or proposer for any government contract?	
Within the previous five years has a governmental or private entity terminated your company's contract prior to contract completion?	
Within the previous five years has your company used any subcontractor to perform work on a government contract when that subcontractor had been debarred by a governmental agency?	

C. SMALL AND SMALL DIVERSE BUSINESS

Specify **YES** or **NO**. If **YES**, please explain.

Within the previous five years has your company been found to have violated any local, state or federal anti-discrimination laws or regulations?	
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D. DISPUTESSpecify **YES** or **NO**. If **YES**, please explain.

Within the previous five years has your company been the defendant in court on a matter related to any of the following issues: 1. Payment to subcontractors 2. Work performance on a contract	
Does your company have outstanding judgments pending against it?	
Within the previous five years, was your company assessed liquidated damages on a contract?	
Has your company received notice of and/or been in litigation about patent infringement for the product and/or service that your company is offering to the Authority?	

E. COMPLIANCESpecify **YES** or **NO**. If **YES**, please explain.

Within the previous five years has your company or any of its owners, partners, or officers been assessed penalties or found to have violated any laws, rules, or regulations enforced or administered by a government entity? This does not include owners of stock in your company if your company is a publicly traded corporation.	
Within the previous five years has your company had a license suspended by a licensing agency or found to have violated licensing laws?	

F. INVOLVEMENT BY CURRENT AND FORMER AUTHORITY EMPLOYEESSpecify **YES** or **NO**. If **YES**, please explain.

Are any of your company officers or employees a current or former Philadelphia Parking Authority employee or Board Member? If yes, identify the employee name.	
Vendor (including officer, director, employee, trustee or partner) must not have a business interest or a close family or domestic relationship with any Authority official, officer or employee who was, is, or will be involved in selection, negotiation, drafting, signing, administration or evaluation of the vendor performance. Vendor shall notify the Authority's Contract Manager in writing, if known, and the Authority shall make the sole determination as to compliance.	

G. TERMINATIONS

If any, list contracts that have been terminated before the project completion in last five years with your firm. Indicate whether contract was terminated for Default (defined as a notice to vendor to stop performance due to vendor's non-performance or poor performance) and whether issues were (a) not litigated; or (b) litigated and such litigation determined the vendor to be in default. If any, attach a description of the performance deficiencies and describe whether and how deficiencies were remedied. The Authority will evaluate the information and may also, at its sole discretion, reject the vendor's proposal if the information indicates that completion of a contract resulting from this solicitation may be jeopardized by the responsibility history of this vendor. These clients may be contacted as a resource to the Authority for assessing references and responsibility.

Have you had any early Contract Terminations? Yes ☐ No ☐

If yes, are termination descriptions attached? Yes ☐ No ☐

H. PROJECT MANAGER EXPERIENCE

The Project Manager will be responsible for the vendor's project management and coordination with the Authority. The vendor shall identify and provide a resume and three (3) references from previous clients for the Project Manager. The focus of this information should be on the Project Manager's experience with projects of similar size and complexity. The vendor should describe the type and level of authority vested in the Project Manager with regards to coordinating the vendor resources in support of the project.

KEY STAFF ROLES AND RESPONSIBILITIES

Identify by name and describe the project roles and responsibilities of key staff members and any sub-contractors. Provide an organization chart of key staff.

SOFTWARE VERSION UPGRADES

Provide a brief history of system software version upgrades released by the vendor over the past two (2) years. Provide information on planned system software upgrade releases by the vendor. Include the following information:

- Upgrade version number
- Planned release date
- Feature changes

Appendix E

Signage Breakdown

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Appendix E - Signage Breakdown

Area 1			
	Stickers	Lolipop	12 x 18
40C	2	1	3
41C	50	25	75
35C	32	16	48
34C	4	2	6
64C	144	72	216
91C	122	61	183
Torresdale	12	6	18
Fern Rock	6	3	9
Highland	4	2	6
Fox Chase	12	6	18
Total	388	194	582

Area 3				
		Stickers	Lolipop	12x18
Northeast	212	424	212	636
G&R	194	388	194	582
North Philly	162	324	162	486
West Philly	65	130	65	195
South West Philly	31	62	31	93
South Philly	42	84	42	126
Total	706	1412	706	2118

Area 2			
	Stickers	Lolipop	12x18
12F	58	29	87
39F	26	13	39
40F	60	30	90
78F	56	28	84
13F	26	13	39
14F	10	5	15
34F	20	10	30
36F	38	19	57
53F	40	20	60
77F	56	28	84
80F	70	35	105
8F	50	25	75
9F	22	11	33
43F	76	38	114
42F	24	12	36
64F	12	6	18
66F	76	38	114
68F	90	45	135
38F	100	50	150
91F	36	18	54
37F	30	15	45
94F	36	18	54
44U	146	73	219
45U	96	48	144
46U	64	32	96
47U	18	9	27
48U	74	37	111
50U	38	19	57
8th & Chestnut	4	2	6
19th & Callowhill	4	2	6
Total	1456	728	2184