

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

RFP No. 25-21
Voice Over IP Migration
Addendum One

To: See Email Distribution List

From: Shannon Stewart
Manager of Contract Administration

Date: September 4, 2025

No Pages: 1 plus Appendix A

This addendum is issued on September 4, 2025, prior to the proposal due date to add, delete, modify, clarify and/or to respond to questions submitted by eligible Offerors regarding the work included in the above referenced solicitation.

CHANGES TO RFP DOCUMENT

1. **Sections I-12 and II-10 of the RFP Document:** Sections I-12 and II-10 have been revised to include the language in red below:

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. **A red-lined version of the sample contract containing the exceptions or requested changes is preferred.**

Offerors must include any Service Level Agreements the Authority will be asked to execute if Offeror is selected for contract award. Service Level Agreements will become part of the contract.

2. **Appendix B – Sample Contract:** The sample contract is attached as Appendix A of this addendum.
3. **Appendix C – Insurance Requirements:** The insurance requirements will be released via Addendum #2.

END OF ADDENDUM ONE

RFP No. 25-21 Addendum #1 - Appendix A
Appendix B of RFP Document - Sample Contract

CONTRACT FOR VOICE OVER IP MIGRATION

Contract No. K-25-0056

This Contract for Voice Over IP Migration ("Contract") is entered into this ____ day of _____ 2025 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 ("**Authority**") and _____ with an address at _____ ("**Contractor**").

RECITALS

WHEREAS, the Authority is 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 desires to transition the current analog phone system to a modern cost-effective Voice over Internet Protocol ("VoIP") System ("System") at all Authority locations throughout Philadelphia to improve communication efficiency and reduce long-term operational costs;

WHEREAS, the Authority determined that it was not advantageous for it to use a bidding process in order to secure a VoIP System subject to this Contract because it wished to consider criteria other than price in the award process;

WHEREAS, the Authority prepared and issued a Request for Proposals "No. 25-21 Voice Over IP Migration" ("RFP") on August 20, 2025 for the procurement of a VoIP System;

WHEREAS, Contractor submitted a conforming proposal to the RFP on _____, 2025 ("Proposal"); 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:

1. **DEFINITIONS**

"Authority" is the Philadelphia Parking Authority.

"Voice Over Internet Protocol ("VoIP")" is a technology that allows one to make voice calls using a broadband Internet connection instead of using a regular/analog phone line.

“Effective Date” is the date the Contract has been awarded by the Authority’s Board, executed by the Contractor, and then executed by the Authority. The Authority’s Executive Director will note the Effective Date on the signature page of the Contract.

"Equipment" is all the components to be provided by Contractor that are necessary for the System to function properly as specified, including, but not limited to, all computer hardware (IP phones, adapters, switches, firewalls, etc.) and software (licenses, management tools, etc.) any other necessary appurtenances to support a fully functional System.

“Equipment Maintenance” is described in Section IV-2. E. “Equipment Maintenance” of the Work Statement. Contractor will be responsible for all maintenance of Equipment supplied by Contractor.

“Final System Acceptance” is defined and described in section 7 of this Contract.

“Maintenance and Support Services” is the maintenance and support services defined and described in section 4.6 of this Contract.

“Notice to Proceed” is written communication from the Authority’s Project Manager to the Contractor confirming that Contractor may proceed to the next milestone identified in the Project Schedule.

“Parties” are the Philadelphia Parking Authority and Contractor.

“Project Schedule” is the schedule, implementation and installation plan of the System agreed to by the Authority and Contractor in accordance with the Work Statement and Section 5 of this Contract.

“Services” are all services and work provided by Contractor to the Authority described in the Work Statement of the RFP necessary for the System to function properly. Services include Training and Maintenance and Support Services.

"Software" is the aggregate of all of Contractor’s computer software programs and third-party computer software programs that is necessary for the System to function properly as specified in the Proposal.

“System” is the Voice over Internet Protocol (“VoIP”) System to be employed and the operational resources and administrative personnel, for functions designated as the responsibility of the Contractor as stated in the RFP, Proposal and this Contract to provide the requisite levels of service as described in the Work Statement of the RFP, Proposal and in this Contract. The System includes all associated Equipment, Updates, Upgrades and Services to be delivered by the Contractor to the Authority under this Contract.

“Training” is reasonable and necessary training to be provided by Contractor for Authority and/or appropriate staff in the operation of the System for an understanding of how the System operates

and use, in accordance with Section IV-2. C. of the Work Statement. Training is part of the Services provided by Contractor.

“Update” or “Updates” means fixes, service packs, and patches to software supplied by Contractor that are primarily designed to solve product performance problems.

“Upgrade” or “Upgrades” means new versions of software that generally add features, new functionality, or new certifications, or that generally increase capacity of the software to process information.

“Winding-Down Period” means the period of time commencing on the expiration or termination of this Contract in its entirety and ending no more than nine (9) months thereafter.

“Work Statement” is part IV of the RFP.

2. CONTRACT DOCUMENTS

The documents forming this entire Contract between the Authority and Contractor consist of this Contract and the following:

Exhibit “A” - RFP

Exhibit “B” - Proposal

Exhibit “C” - Project Schedule

Exhibit “D” - Payment Schedule

Exhibit “E” - Final System Acceptance Certificate

Exhibit “F” - Notice of Exercise of Option to Extend Contract

Exhibit “G” - Philadelphia Parking Authority Contractor Integrity Provisions

3. TERM OF CONTRACT

3.1. The term of this Contract will commence on the Effective Date and will end automatically five (5) years after Final System Acceptance, subject to the termination provisions set forth in section 13 of this Contract (“Term”).

3.2. Options to Extend. After the conclusion of the Term, the Authority, in its sole discretion, may extend the Term for up to five (5) additional one-year periods (“Option Periods”) subject to the termination provisions set forth in section 13 of this Contract. The Authority will provide Contractor with at least 30 days written notice of its intention to exercise its option to extend prior to the end of the then current term pursuant to the Notice of Exercise of Option to Extend Contract.

3.3. No Waiver. The Authority's decision to extend the Term of this Contract or exercise an Option Period is not a waiver of the "time is of the essence" provision in section 5.

4. WORK STATEMENT

4.1. Work Statement. Contractor agrees to provide, install, support, provide deliverables and maintain the System as set forth in the Work Statement.

4.2. Additional Equipment. All additional equipment, parts, or services required for Final System Acceptance as detailed in the Work Statement, but not reflected in the Contractor's Proposal, will be the sole responsibility of the Contractor and at no cost to the Authority.

4.3. Notification. Contractor must notify the Authority promptly of any factor, occurrence, or event coming to its attention that may affect Contractor's ability to meet the requirements of this Contract, or that is likely to cause any material delay in completion of the Project Schedule contemplated by this Contract. Such notice must be given in the event of any loss or reassignment of key employees, threat of strike, or major equipment failure.

4.4. Contractor's Proprietary Software. The terms for the Authority's use of Contractor's Proprietary Software, including subsequent Software upgrades, updates, customizations or enhancements thereto, are set forth in Contractor's Proposal and are at no additional cost to the Authority.

4.5. Third Party Software. With respect to any Software installed pursuant to this Contract that is proprietary to a vendor other than Contractor, such Software will be licensed to the Authority pursuant to the terms of the applicable third-party license agreements and at no additional cost to the Authority.

4.6. Maintenance and Support Services. At all times while this Contract is in effect, Contractor will provide all Maintenance and Support Services necessary for the System to perform and operate in accordance with the specifications set forth in the Work Statement and Proposal.

4.7. Project Manager. Contractor must coordinate the fulfillment of this Contract with the Authority's Project Manager. The Authority's Project Manager is Timothy Coleman, Project Manager, Telecommunications & Utilities, who may be reached at 215-683-9882 or by e-mail at tcoleman@philapark.org.

5. PROJECT SCHEDULE

5.1. Project Schedule. The Parties will meet within 30 calendar days after the Effective Date of this Contract to develop a mutually agreeable Project Schedule, which will be appended and incorporated into this Contract as Exhibit "C". Contractor will perform the Services according to the Project Schedule plus any changes to that schedule that are mutually agreed to by the Parties.

5.2. Milestone Acceptance. Contractor may not proceed to the next milestone identified in the Project Schedule until the Authority's Project Manager issues a Notice to Proceed. The Authority's Project Manager will have sole discretion in reasonably determining whether any milestone has been successfully completed.

5.3. Milestone extension. The Authority's Project Manager may, in his sole discretion, extend the duration of any milestone event identified in the Project Schedule for a reasonable amount of time and in each case in writing to the Contractor.

5.4. Project Management. The Contractor must provide reports to the Authority's Project Manager pursuant to the schedule identified in the Work Statement and the Project Schedule. The Contractor Project Manager and Contractor designees will meet with the Authority's representatives at such times and in such places as reasonably requested by the Authority.

5.5. Time is of the Essence. Timely performance is a primary consideration in this Contract, and, therefore, time is expressly made of the essence with respect to each and every milestone event identified in the Project Schedule.

6. COMPENSATION

6.1. The Authority agrees to pay and Contractor agrees to accept the fixed fee sum identified in Contractor's Proposal for the Authority's acquisition of the System provided under this Contract during the Term and any Option Periods ("Fixed Fee").

6.2 The Fixed Fee includes the cost of the System, Installation and Implementation, Maintenance and Support Services, Software fees, Updates and Upgrades to the System, all Subcontractor fees, and End User Training, as provided in the Work Statement, Proposal and Project Schedule.

6.3 The Authority may, in its sole discretion, place additional orders with Contractor for additional phones needed during the Contract Term and any Option Periods.

6.4. Payment Schedule. Progress payments will be made by the Authority to the Contractor during Project Schedule pursuant to the Payment Schedule. The Payment Schedule will be determined and agreed upon along with the Project Schedule. Upon Final System Acceptance, monthly Fixed Fee payments will be made to the Contractor for the System. The Payment Schedule will be appended and incorporated into this Contract as Exhibit "D".

6.5. All payments will be based upon the Authority's Project Manager's acceptance of Contractor's performance as evidenced by the Contractor's successful completion of all of the deliverables as set forth for each milestone event identified in the Project Schedule and the functionality of the System after Final System Acceptance.

6.6. Payment for any part or parts of the System provided hereunder, or inspection or testing thereof by the Authority, will not constitute acceptance or relieve Contractor of its obligations under this Contract. The Authority may inspect the components of the System when

delivered and reject upon notification to Contractor any and all parts of the System, which do not conform to the specifications or other requirements of this Contract. Components of the System, which are rejected, must be promptly corrected, repaired, or replaced by Contractor. If the Authority receives components of the System with defects or nonconformities not reasonably apparent on inspection, then the Authority reserves the right to require prompt correction, repair, or replacement by Contractor.

6.7. Invoicing. Contractor will invoice the Authority monthly and in arrears for payment for Services as provided in the Payment Schedule in a form acceptable to the Authority. All invoices must be forwarded to the Authority's Project Manager and the Authority's Accounts Payable department in such form as the Authority may direct.

7. FINAL SYSTEM ACCEPTANCE

7.1. Upon final completion of the installation and implementation of the System, the Authority and Contractor will conduct one or more acceptance test(s) to determine if the System satisfies the applicable acceptance criteria set forth in the Work Statement. Final System Acceptance will occur upon successful completion of the acceptance tests. When Final System Acceptance occurs, the Parties will memorialize this event by promptly executing a Final System Acceptance Certificate. Only the Authority's Executive Director is authorized to execute and issue the Final System Acceptance Certificate to the Contractor. The granting of any payment by the Authority, or the receipt thereof by Contractor, will in no way lessen the liability of Contractor to replace any part of the nonconforming System although the part of the System that was nonconforming may not have been apparent or detected at the time such payment was made.

7.2. If, in the sole discretion of the Authority's Executive Director, any part of the System does not meet the requirements of the acceptance test specifications, the Authority may (1) permit Contractor to repair or replace the System's parts so that the same meets the acceptance test specifications in all material respects, all at no additional expense to the Authority, or (2) reject the System as a whole and require Contractor, at Contractor's expense, to remove the System, including the Equipment, without liability to the Authority. In the event of rejection of the whole System, any amounts paid by the Authority for the System will be promptly refunded by Contractor to the Authority. All warranties will become effective and begin to run upon the successful completion of the acceptance tests and the Authority's Executive Director's execution and issuance of the Final System Acceptance Certificate to the Contractor.

8. DATA AND FACILITIES

Contractor acknowledges that it has in its possession all applicable specifications and drawings, and all other documents to which reference is made herein and/or which are matched hereto, and all such data are adequate to enable Contractor to fairly determine its ability to perform the work called for herein at the price and in accordance with the schedule set forth herein. Contractor represents that it now has or can readily procure without assistance of the Authority all facilities, machinery and equipment necessary for the performance of this Contract.

9. STANDARDS OF SERVICE

In connection with the performance of any Services pursuant to this Contract:

9.1. Number of Employees. Contractor warrants it will provide sufficient employees to complete the Services ordered within the applicable time frames established pursuant to this Contract. Furthermore, Contractor will, at its sole expense, supply all tools, equipment, and other materials necessary to perform the Services contemplated in this Contract.

9.2. Skill of Employees. Contractor warrants that its employees will have sufficient skill, knowledge, and training to perform the Services and that the Services will be performed in a professional and workmanlike manner.

9.3. Security and Safety. Contractor must require its employees providing Services to comply with applicable Authority security and safety regulations and policies.

9.4. Contractor's obligations to employees. Contractor must provide for and pay the compensation of its employees and must pay all taxes, contributions, and benefits (such as, but not limited to, workers' compensation benefits) which an employer is required to pay relating to the employment of employees. The Authority will not be liable to Contractor or to any employee for Contractor's failure to perform its compensation, benefit, or tax obligations. Contractor will indemnify, defend, and hold the Authority harmless from and against all such taxes, contributions, and benefits (including any interest and penalties assessed against Contractor) and will comply with all associated governmental regulations, including the filing of all necessary reports and returns and the proper classification of its employees and contractors engaged to perform Services in connection with the System.

9.5. Replacement of Employees, Independent Contractors, and Subcontractors. During the course of performance of Services, the Authority may request replacement of an employee, a proposed employee, an independent contractor of Contractor, or a Subcontractor, provided that there is reasonable cause. In such event, Contractor must, within five (5) working days of receipt of such request from the Authority, provide a substitute person of sufficient skill, knowledge, and training to perform the applicable Services. When the Authority notifies Contractor that (i) such person's level of performance is unacceptable, (ii) such person has failed to perform as required, or (iii) such person, in the Authority's sole opinion, lacks the skill, knowledge or training to perform at the required level, then Contractor will be required to review the work performed by said person, confirm the quality of work, and correct any items the Contractor deems incorrect, defective, or otherwise failing to meet the required level of Services as set forth in this Contract.

10. AMENDMENTS

10.1. Changes. Any proposed change(s) to this Contract that relates to (i) the deletion of Equipment or Services, (ii) adding additional Equipment or Services, (iii) changing or modifying Equipment or Services, or (iv) making other changes that materially alters the scope of this

Contract, including the approval of all performance and payment schedules, must be approved by the Authority's Executive Director in writing.

10.2. Additional Compensation. The Parties agree that only the Authority's Board may consent to any additional compensation for additional services or goods requested by the Authority that were not identified in the RFP. Any changes to the Contract made pursuant to this section must be by written amendment to this Contract and signed by the Authority's Executive Director.

11. TAXES AND OVERHEAD COSTS

11.1. Taxes. Contractor will be responsible for payment of all taxes, fees, duty, levy, contributions or charges, including any interest and penalties, applicable to the conduct of Contractor's business.

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

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

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

12. REPRESENTATIONS AND WARRANTIES

12.1. Contractor's Responsibility. Contractor understands and accepts full responsibility for all requirements and deliverables defined in this Contract. Contractor warrants that it has read and agrees with the specifications contained in the Work Statement and agrees to inform the Authority of any unforeseen conditions which will materially affect performance of the work or Services within forty-five (45) days of the Effective Date and will not proceed until written instructions are received from the Authority's Project Manager.

12.2. Power to Make Contract. Contractor represents and warrants that Contractor has full right and authority to perform its obligations under this Contract and that the Authority will

be entitled to use the System without disturbance or failure of operation during the Term or any Option Period.

12.3. System Warranty.

12.3.1 Contractor warrants that during the Term and any Option Period the System will function per the approved business requirements and design under ordinary use and operate in conformance with its specifications and documentation. Contractor further warrants that the System, under normal use and service, will be free from defects in design, material, manufacturing, workmanship, and operation.

12.4 Equipment Warranty

12.4.1 Contractor hereby expressly guarantees all Equipment purchased and delivered under this Agreement against any defects in workmanship for a period of one (1) year.

12.4.2 Contractor expressly warrants that the Equipment purchased and delivered pursuant to this Agreement:

- (a) Shall strictly conform in all respects with the descriptions and specifications detailed in the RFP, and the Proposal, as incorporated herein;

- (b) Shall strictly conform in all respects to any samples, drawings, specifications or other written documents presented to the Authority in connection with the sale of such Equipment to the Authority;

- (c) Shall be merchantable, fit for the purpose for which such Equipment is intended, shall comply with industry standards and shall conform with the description of the product provided to the Authority;

- (d) Shall be free from all defects, including latent defects, in workmanship and material design; and

- (e) Shall strictly comply, at the time of delivery, with the U.S. Occupational Safety and Health Act of 1970, as amended, all rules, regulations and orders thereunder, and any successor provisions thereto.

12.4.3 If, within said period of warranty, any of the Equipment shall prove to be defective either in materials or workmanship, or if any part or parts of equipment furnished shall prove to be inadequate, insufficient, or defective either in design, material, or workmanship, Contractor shall, immediately upon demand of the Project Manager, repair and replace the same in accordance with the specifications, and shall repair and replace any consequential damage to other parts or structures at Contractor's sole cost and expense, to the approval and satisfaction of the Project Manager.

12.4.5 In addition to the foregoing express warranties, the Equipment purchased hereunder shall be subject to all warranties arising by operation of law. These warranties shall survive

inspection, delivery, acceptance, and payment, shall run to the Authority, its officers, agents, employees, successors, assigns, customers and users of the Equipment and shall not be deemed to be exclusive.

12.4.6 During the warranty period Contractor shall, without cost or expense to the Authority, repair and replace Equipment to maintain in good working order in accordance with the manufacturer's technical specifications and Contractor's representations.

12.4.7 Contractor hereby warrants that it has not taken any action that interferes with, or in any way nullifies, any applicable manufacturer's warranty.

12.5. Warranty Against Infringement.

12.5.1. Contractor agrees to defend and indemnify the Authority of all direct losses, costs and damages resulting from a determination that the System as supplied to the Authority infringes any United States patent rights, copyrights, or trademarks provided that: the Authority promptly notifies Contractor in writing upon the Authority becoming aware of the existence of any such suit, action, proceeding or threat; allows Contractor sole control of the defense or settlement (or both) thereof, provided there is no cost to the Authority; and provides such reasonable cooperation as Contractor may require. In no event will the Authority consent to any judgment or decree or do any other act in compromise of any such claim without Contractor's express prior written consent. In no event will Contractor be liable for the payment of any amount agreed to in settlement without its express consent. In the event that the Authority is enjoined from use of the System due to a proceeding based upon the infringement of patent, copyright or trademark in the United States, Contractor will, at its option, either:

12.5.1.1. Modify the System, at Contractor's sole expense, so it becomes non-infringing;
or

12.5.1.2. Replace the infringing System with an equal non-infringing System of equal quality, at Contractor's sole expense; or

12.5.1.3. Procure, at Contractor's sole expense, the necessary licenses for the Authority to continue using the System; or

12.5.1.4. Remove the System and refund the purchase price and transportation costs thereof.

13. **TERMINATION**

13.1. Termination for Convenience. The Authority will have the right to terminate this Contract, without cause, by giving not less than thirty (30) days' written notice of termination to Contractor.

13.2. Termination for Default. If Contractor fails to perform any of its material obligations under this Contract, in addition to all other remedies provided by law or at equity, the Authority may terminate this Contract immediately upon written notice to Contractor.

13.3. Power to Terminate. Only the Authority's Executive Director is empowered to terminate this Contract on behalf of the Authority.

13.4. Consequences of Termination. In the event of termination, Contractor must:

(a) deliver to the Authority copies of all reports, documents, and other work performed by Contractor under this Contract, and upon receipt thereof, the Authority will pay Contractor for any Services performed up to the date of termination;

(b) Stop the performance of all or the portion of this Contract specified by the Authority on the date and to the extent specified in the notice of termination;

(c) Place no further subcontracts or orders for materials, equipment, services, facilities or other items, except as may be necessary for completion of performance of such portion of this Contract as is not terminated;

(d) Terminate all subcontracts to the extent that they relate to the performance of the portion of this Contract which is terminated;

(e) Settle all outstanding liabilities and all claims arising out of such termination of subcontracts with the approval of the Authority, which approval will not be unreasonably withheld and will be final for the purposes of this Article;

(f) Complete performance of the Services in accordance with this Contract of any such part of the Services which have not been terminated by the notice of termination;

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

15.5 Close Out Services After Termination. Unless otherwise directed by the Authority as provided in section 14, Contractor will discontinue use and operation of the System as of 11:59 p.m. on the effective date of the termination of this Contract.

14. WINDING-DOWN PERIOD

14.1. The Authority may, in its sole discretion, elect to trigger a Winding-Down Period.

14.2. The Authority will provide notice to the Contractor of its intention to employ the Winding-Down period as follows:

(a) at the time that any notice of termination or notice of expiration is provided, or

(b) after the date of any notice of termination or notice of expiration and not less than 30 days before the scheduled date of termination or expiration.

14.3. During the Winding-Down Period:

(a) Contractor must continue to operate the System at each Authority Location pursuant to the schedule of removal provided by the Authority.

(b) Contractor must continue to perform all Maintenance and Support Services necessary for the System to function at an optimal level.

(c) Except where this Contract is terminated for the actions or inactions of the Authority, the Parties agree that the Authority is under no obligation to compensate Contractor for its time, fees, costs, or any other expenditure associated with the termination or expiration of this Contract.

(d) Contractor will be paid its monthly Fixed Fee for the System during the Winding-Down Period.

(e) Except as provided in section 14.3(d) above, Contractor will cease performing all Services for the Authority in accordance with this Contract.

(f) All terms and conditions of this Contract apply to the Winding-Down Period.

15. DISPUTE RESOLUTION

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

15.2 Injunctive Relief. Notwithstanding the foregoing, either party will have the right to initiate an action in the First Judicial District of Pennsylvania, being the Philadelphia Court of Common Pleas, for temporary, preliminary, or permanent injunctive relief.

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

16. NO SOLICITATION/CONFLICTS OF INTEREST

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

16.2. Conflict of Interest. To the best of Contractor's knowledge, no Authority member or officer, and no employee of the Authority has any interest (whether contractual, non-contractual, financial or otherwise) in this transaction or in the business of Contractor. If such transaction comes to the knowledge of the Contractor at any time, a full and complete disclosure of such information must be made to the Authority.

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

17. RIGHT-TO-KNOW LAW

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

17.2. If the Authority requires the assistance of the Contractor as to any request or other issue related to the RTKL in regard to this Contract ("Requested Information"), it will notify the Contractor using the contact information provided in this Contract. 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:

17.2.1. 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 Contract that the Authority reasonably believes is Requested Information and may be a public record under the RTKL; and

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

17.3. If the Contractor considers the Requested Information to be exempt from production under the RTKL, the Contractor must notify the Authority and provide, within 5 days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL and identifying the specific provision of the RTKL that renders some or all of the Requested Information exempt from disclosure.

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

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

17.6. If the Contractor fails to provide the Requested Information as provided in paragraph No. 4. ("Contractors' 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.

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

17.7.1. 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.

17.7.2. 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.

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

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

18. INDEMNIFICATION

Contractor will be responsible for, and will indemnify, defend, and hold harmless the Authority and its Members, officers, employees, attorneys and agents (the "Indemnified Parties") from all claims, liabilities, damages, and costs including reasonable attorneys' fees and expert witness fees, for bodily injury (including death and workers compensation claims) and damage to real or tangible personal property arising from or related to the negligence or other tortious acts, errors, and omissions of Contractor, its employees, or its subcontractors while engaged in performing Services under this Contract or while present on the Authority's premises, and for

breach of this Contract 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 Contract. The obligations to defend and indemnify the Indemnified Parties will not be reduced in any way by any limitation on the amount or type of damages, compensation, or benefits payable by Contractor or its subcontractors under any employee benefit act including Workers' Compensation Acts, Disability Benefits Acts, or other Employee Benefit Act or by any negligence of the Authority, to the maximum extent permitted by law. Further, Contractor's compliance with these provisions and the limits of insurance specified in this Contract will not constitute a limitation of Contractor's liability or otherwise affect Contractor's obligations to defend and indemnify the Indemnified Parties pursuant to this Contract.

19. INSURANCE REQUIREMENTS

Contractor agrees to have and maintain the insurance policies required and set forth in the RFP. All policies, endorsements, certificates and/or binders will be subject to approval by the Authority's Risk Management Department as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Authority's Risk Management Department. Contractor agrees to provide the Authority with a copy of said policies, certificates and/or endorsements before work commences under this Contract. Contractor will pay all insurance deductibles with respect to all claims for coverage under policies within the Insurance Requirements as such claims are or have been submitted by Contractor to any of Contractor's insurance carriers. Contractor must 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 Contract. Should any of the insurance within the Insurance Requirements be provided under a claims-made form, Contractor must maintain such coverage continuously throughout the term of this Contract and, without lapse, for a period of three (3) years beyond the expiration of this Contract, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Contract, such claims will be covered by such claims-made policies.

20. WAIVER

Contractor agrees that the Authority's waiver of any breach or violation of any provision of this Contract or the omission by the Authority at any time to enforce any default or right reserved to it will not be deemed to be a waiver of any other provision or a waiver of any subsequent breach or violation of the same or any other provision. The Authority's acceptance of the performance of any of Contractor's Services will not be a waiver of any provision of this Contract. All remedies provided for in this Contract 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 will not preclude or in any way be deemed to waive any other remedy. Nothing in this Contract will constitute a waiver or limitation of any rights that the Authority may have under applicable law.

21. INDEPENDENT CONTRACTOR

Contractor, in the performance of this Contract, is an independent contractor. Contractor will maintain complete control over all of Contractor's employees, its independent contractors, any subcontractors, and Contractor's operations. Neither Contractor nor any person retained by Contractor may represent, act, or purport to act as the agent, representative or employee of the Authority. Neither Contractor nor the Authority is granted any right or authority to assume or create any obligation on behalf of the other.

22. COMPLIANCE WITH LAWS

Contractor will comply with all applicable laws, ordinances, codes, and regulations (collectively, "laws") of the federal, state and local governments, including without limitation, any and all laws specified elsewhere in this Contract.

23. NONDISCRIMINATION

Contractor agrees that there will be no discrimination against, or segregation of, any person, on account of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, national origin, marital status, or family status, in connection with or related to its Services provided to the Authority under this Contract.

24. CONFIDENTIAL AND PROPRIETARY INFORMATION

24.1. Duty of Confidentiality. All data, documents, discussions, or other information developed, generated, discovered, or otherwise saved in the System exclusively for the Authority (collectively the "Data") by the Contractor in the performance of this Contract are confidential and must not be disclosed to any person or entity except as authorized by the Authority, or as required by law.

24.2. Ownership of Software. The Authority and Contractor agree that Contractor will own the entire right, title, and interest in the licensed Software, conceived or developed by Contractor in the performance of the Services, or developed using Contractor's facilities or personnel.

24.3. Ownership of Data. The Authority will maintain ownership and control of the Data generated throughout the Contract period and in perpetuity. Contractor will have the right to use the Data solely to perform or correct Services under the Contract with the Authority. Contractor may not use the Data, a subset of the Data, and/or a summary of the Data, or, cause or permit the Data, a subset and/or a summary thereof, to be used by any third party, outside the scope of the Contract without the express written consent of the Authority. Contractor will provide the Authority with all copies of all Data in its possession or control at such times as the Authority deems appropriate.

24.4. Enforcement. The Authority and Contractor agree that damages are not adequate and no adequate remedy at law exists for any threatened or actual disclosure or use of information

by Contractor in violation of any provision of this Section 24 of this Contract. Accordingly, Contractor consents to the entry of an injunction against threatened or actual disclosure or use of the information in violation of any provision of this Section 24 of this Contract, without the Authority being required to post a bond or other security.

25. SECURITY AND DATA PRIVACY REQUIREMENTS AND COMPLIANCE

In the event that Data collected or obtained by the Contractor in connection with this Contract is believed to have been compromised, Contractor will notify the Authority immediately. Contractor agrees to reimburse the Authority for any costs it incurs to resolve potential breaches incurred due to the Contractor, including, where applicable, the cost of assisting individuals who may be impacted by the Contractor's breach.

26. CONTRACTOR'S BOOKS AND RECORDS

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

26.2. Inspection. Any documents required to be maintained pursuant to this Contract must be made available for inspection or audit at no cost to the Authority and at any time during regular business hours, upon written request by the Authority's Office of General Counsel or a designated representative of the Authority. Contractor must provide copies of such documents to the Authority for inspection at the Authority's headquarters.

26.3. Custody of Records. Where the Authority has reason to believe that any of Contractor's documents relating to this Contract may be lost or discarded due to dissolution, disbandment or termination of Contractor's business, the Authority may, by written request by the Authority's Office of General Counsel or a designated representative of the Authority, require that custody of the Contractor's documents be given to the Authority and that these documents be maintained at the Authority's headquarters. The Authority agrees to grant access to Contractor's documents to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.

27. SUBCONTRACTORS

27.1. Authorized Subcontractors. Contractor may use designated subcontractors, approved in advance by the Authority, in performing Contractor's Services. Contractor must obtain the Authority's prior written consent in order to change or add subcontractors. Contractor will be responsible for directing the work of the approved subcontractors and for any compensation due to subcontractors. The Authority assumes no responsibility whatsoever concerning such compensation.

27.2. Compliance with Contract. Contractor will ensure that Contractor's subcontractors comply with this Contract. At the Authority's request, Contractor will require any or all of Contractor's subcontractors to sign an agreement with Contractor requiring compliance with this Contract.

28. GOVERNING LAW

This Contract will 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.

29. VENUE

The Parties irrevocably consent to the exclusive jurisdiction of the First Judicial District of Pennsylvania, being the Philadelphia Court of Common Pleas and waiving any claim or defense that such forum is not convenient or proper. Contractor agrees that the Philadelphia Court of Common Pleas will have *in personam* jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

30. NOTICES

Any written notice to the Authority under this Contract will be deemed sufficient if delivered to the Authority personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., UPS, Federal Express, etc.), with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, sent to the address set forth below or to such other address as such party may designate by notice given pursuant to this section:

The Philadelphia Parking Authority
Attn: Dennis Weldon, General Counsel
701 Market Street, Suite 5400
Philadelphia, PA 19106

with a copy to:

The Philadelphia Parking Authority
Attn: Executive Director
701 Market Street, Suite 5400
Philadelphia, PA 19106

Any written notice to the Contractor under this Contract will be deemed sufficient if delivered to the Contractor personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., UPS, Federal Express, etc.), with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, sent to the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

31. GENERAL TERMS AND CONDITIONS

31.1 Force Majeure Events. Should the performance by Contractor or the Authority be delayed as a result of Acts of God such as a pandemic, 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, will be excused from performance for a period of time equal to the duration of such delay; provided, however, that the delayed party will use its best efforts to avoid or remove the cause of non-performance and promptly continue performance hereunder whenever the cause is removed, and further provided that if the period of delay exceeds thirty (30) days over the term of this Contract, whether continuous or not, either party will thereafter have the right to terminate this Contract without cause on ten (10) days' notice. Any performance required of Contractor under this Contract 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 will be deemed waived by Contractor. Any performance required of the Authority under this Contract will be suspended for any period of delay in the performance of Contractor which prevents performance by the Authority.

31.2. Assignability. The Parties agree that the expertise and experience of Contractor are material considerations for this Contract. Unless specifically authorized by this Contract, Contractor may not assign the performance of any obligation or interest under this Contract without the prior written consent of the Authority which consent will not unreasonably be withheld. Any attempt by Contractor to assign this Contract, in violation of this section, will be voidable at the Authority's sole option.

31.3. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Contract.

31.4. Risk of Loss. Risk of loss of Equipment will remain with the Contractor during the Term and any Option Period.

31.5. Non exclusivity. Contractor acknowledges that this Contract is not an exclusive contract for the Authority's acquisition of a System and that the Authority may enter into contracts with other vendors for similar services that are subject to this Contract or the Authority may have its own employees perform services similar to those services contemplated by this Contract.

31.6. Entire Contract. This Contract and the attached Exhibits set forth above, contain all the agreements, representations and understandings of the Parties hereto, and supersede and replace any previous understandings, commitments, or agreements, whether oral or written. Any other terms or conditions included in any shrink-wrap or boot-screen license agreements, quotes, invoices, acknowledgments, bills of lading, or other forms utilized or exchanged by the Parties will not be incorporated in this Contract or be binding upon the Parties unless the Parties expressly agree in writing or unless otherwise provided for in this Contract. Any revisions, additions, and/or modifications of this Contract must be set forth in writing and signed by all Parties.

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

31.8. Order of Precedence. In the event of any discrepancies or inconsistencies between the provisions of this Contract and the attached documents, it will be resolved by giving precedence in the following order: (1) the main body of this Contract; (2) the RFP, (3) the Exhibits, and (4) Contractor's Proposal. It is Contractor's responsibility to study this Contract and to report at once in writing to the Authority any interpretation by it of errors, inconsistencies, discrepancies, omissions or conflicts discovered between any provisions of this Contract. Any work performed by the Contractor prior to receiving a written response from the Authority with respect to any alleged error, inconsistency, discrepancy, omission or conflict will be at the Contractor's own risk and expense.

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

31.10 Recitals. The Recitals set forth at the beginning of this Contract are deemed incorporated herein, and the Parties hereto represent they are true, accurate, and correct.

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

31.12. Prior Contracts. Contractor agrees that upon the Effective Date of this Contract any prior contract between Contractor and the Authority to perform any services is considered terminated. The Fixed Fee, provided in section 6 of this Contract, will apply to all of the Contractor's Services as of the Effective Date.

31.13. Counterparts. This Contract may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one agreement. The Parties may execute (including electronically execute) and exchange electronic counterparts of this Contract, and if transmitted electronically to the other

party, said electronic counterpart(s) will be treated in all manner and respects as an original document, and the signature of any party thereon will be considered as an original signature. Any such fully executed electronic copy of this Contract will be considered to have the same binding legal effect as an original copy. This Contract will be deemed effective when one or more counterparts hereof, individually or taken together, will 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 Contract.

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: _____

Richard Lazer
Executive Director

Effective Date: _____

APPROVED AS TO FORM

By: _____
Office of General Counsel

Contractor

Witness: _____

Print Name: _____

Print Title: _____

By: _____

Print Name: _____

Print Title: _____