

**City of Philadelphia
Procurement Department**

Addendum No. 1

Date: May 10, 2012

Concession RFP # C-103-12

Deadline for Submitting Proposals: May 15, 2012

NOTICE

It is the sole responsibility of the Respondent to ensure it has received all addenda to the RFP. The Procurement Commissioner may, in the Commissioner's sole discretion, reject any Proposal for which not all the addenda have been executed and returned.

PROPOSAL FOR

Concession to provide Public Pay Telephone Service in City Facilities and
Public Pay Telephone and Inmate Telephone Services in the Philadelphia
Prison System

IS AMENDED AS FOLLOWS:

1. The proposal submission date has been postponed. The new proposal submission date is May 31, 2012, at 10:30 AM.
2. In accordance with the RFP, the City of Philadelphia conducted a mandatory Pre-Proposal Meeting and Tour on April 24, 2012. At the meeting, potential Respondents asked questions about the RFP. This Addendum No. 1 incorporates into the RFP the questions from the Pre-Proposal Meeting and Tour and any questions submitted to the City in writing after the meeting and tour, and the City's written answer to each of those questions. Each of those questions and the City's answer to them is set forth below.

Question No. 1:

Various requirements in the RFP state that the Concessionaire shall provide new or like-new equipment. Please confirm that this requirement applies to all equipment associated with the Pay Telephone and Inmate Telephone Service, including all telephone units, enclosures, switches, workstations, pedestals, etc. Is there any existing equipment that is owned by the City and that may be used in the new contracts (any pedestals, enclosures, etc.)?

Response:

The City is interested in ensuring that the equipment provides high levels of quality service and reliability to its customers & inmates; therefore, new or like new is preferred. No city owned equipment is on-site.

Question No. 2:

To ensure a level playing field for all bidders, please confirm that the requirements for new or like-new equipment apply to the incumbent vendor, as well as any new vendor. If awarded the new contract, will the incumbent vendor also be required to replace existing equipment will all new or like-new equipment?

Response:

The City is interested in ensuring that the equipment provides high levels of quality service and reliability to its customers; therefore, new or like new is preferred.

Question No. 3:

In order to provide our best possible offer, it is very important to have historical call volume information for all call types. Call volume data is necessary to estimate costs as well as potential revenues. The current vendor, GTL, has access to this information, so distributing the information to other vendors in a timely fashion will ensure a level playing field for all bidders. Please provide as much data as possible from the following chart:

Response:

See Attachment B

Question No. 4:

In addition, it is very helpful to have the rates currently being charged to called parties under the current contract. This information, in conjunction with the call data requested in the previous question, can help us identify areas where a change to the rate structure might benefit the City and/or your inmates and constituents. Therefore, please provide the following information:

Response:

Figures have been provided by the current vendor, Global Tel*Link.

Call Category	Per Call Charge	Per Minute Charge	Other Charges
LOCAL – Collect – Day	\$2.00	\$0.07	Applicable taxes
LOCAL – Collect – Evening	\$2.00	\$0.03	Applicable taxes
INTRALATA – Collect	\$1.75	\$0.20	Applicable taxes
INTERLATA – Collect	\$3.00	\$0.45	Applicable taxes
INTERSTATE – Collect	\$3.95	\$0.45	Applicable taxes & USF
LOCAL – Debit	\$1.00	\$0.10	Applicable taxes
INTRALATA – Debit	\$1.00	\$0.10	Applicable taxes
INTERLATA – Debit	\$1.00	\$0.10	Applicable taxes

INTERSTATE - Debit	\$1.00	\$0.10	Applicable taxes & USF
International - Debit	\$1.00	\$0.10	Applicable taxes
LOCAL – PrePaid Collect - Day	\$2.00	\$0.07	Applicable taxes
LOCAL – PrePaid Collect - Evening	\$2.00	\$0.03	Applicable taxes
INTRALATA – PrePaid Collect	\$1.75	\$0.20	Applicable taxes
INTERLATA – PrePaid Collect	\$3.00	\$0.45	Applicable taxes
INTERSTATE – PrePaid Collect	\$3.95	\$0.45	Applicable taxes & USF

Question No. 5:

Will the City conduct a public bid opening?

Response:

This is a Request for Proposal Procurement; not a bid. However, there will be a public opening and statement regarding submitted proposals.

Question No. 6:

Please provide a copy of the current inmate phone service agreement(s).

Response:

See Attachment C. This electronic attachment does not include contract agreement appendixes. The appendixes will be made available for review; Monday through Friday during the office hours of 9am – 4pm. Contact the Procurement department at 215.686.4720

Question No. 7:

Please provide an average of monthly commissions received over the past year from the current vendor and copies of commission statements (if available).

Response:

See Attachments D, E, & F. A monthly listing of commissions will be provided in lieu of copies of commission statements.

Question No. 8:

What is the commission rate and/or other incentives (bonuses, technology funds, monthly or annual guarantees, etc.) being paid by GTL currently?

Response:

Philadelphia International Airport - 42% of Gross Revenue or Minimum Annual Guarantee of \$200,000, whichever is greater.

Philadelphia Prison System - 53.1% of Gross Revenues or Minimum Annual Guarantee (MAG) of \$750,000, whichever is greater.

City Facilities - Minimum Annual Guarantee of \$1.00 or 1% of the Monthly Gross Revenue generated by the Coin and Credit card telephones, whichever is greater.

Question No. 9:

Please provide the point schedule that will be used to evaluate and compare proposals.

Response:

Not applicable.

Question No. 10:

Will the City allow each vendor to submit multiple rate and commission options for consideration?

Response:

Respondents are required to submit proposals in accordance with the proposal scope and concession fee requirements. A Respondent can however submit optional proposals, for the City's consideration, if the Respondent agrees that the City may designate which option shall be included in the Concession Agreement.

Question No. 11:

In the Scope of Services, Definition of Terms on p. 77, under "Archiving," the City requires that *The system must retain a minimum of six (6) months of voice and call records on line, and off site and on site maintain backup of such information for 7 years which includes at a minimum PINs, call detail records, voice recordings and allowed calling numbers.*

Does the City require that one copy of voice and call records be stored onsite, and one copy offsite? Will the City consider a centralized solution whereby multiple copies of voice and call records are stored in multiple secure, redundant, and geographically separate offsite locations?

Response:

The City requires one copy of voice and call records to be kept on-site and one off-site for the purpose of redundancy. How the selected vendor complies with this requirement is open to negotiation.

Question No. 12:

In addition to the Pay Telephones and Inmate telephones, please also list quantities of any other equipment that is required or desired by the City to be provided by the incoming Concessionaire – e.g., how many TDD/TTY units, any cordless phones, cart phones, workstations, enclosures, pedestals, etc.?

Response:

DOA's present array of equipment is defined in Attachment III. DOA is open to proposals that vary the equipment from the present arrangement. Please see Section 2.2.3 of RFP.

Currently in the Prison System, there are 2 TTY phones per facility and no cordless phones. Due to uncertainty of the definition of cart phones & workstations, this part of the question cannot be answered.

Question No. 13:

Are all legal aid calls from the Library local, or do they include free long-distance calls?

Response:

All legal aid calls from the Library are local calls within Philadelphia city limits.

Question No. 14:

Regarding the three calls or 10 minutes of free Direct Dial calls allowed daily for each inmate – are these calls all local, or do they include long distance? If long distance is included, can you provide the total LD minutes used in a year?

Response:

The three calls or 10 minutes of free Direct Dial calls are all local calls within Philadelphia city limits.

Question No. 15:

Can you provide a listing of the locations and hardware for the public City payphones, as was provided for the airport public payphones?

Response:

See Attachment G

Question No. 16:

On RFP p. 81, video visitation is mentioned. Does the City have a particular number of desired units in mind? How many visitation stations are in place today? Are these wired to the Inmate Telephone System to provide for monitoring and recording?

Response:

Presently, no video visitation stations are in place; however, Prison System is interested in exploring video/remote visitation options for future use.

Question No. 17:

Are there any union implications associated with the installation process?

Response:

This question is unclear; therefore, cannot be answered.

Question No. 18:

RFP requires 7 years of storage. Contract term is only 1 year with 3-1 year options = 4 years. Please clarify how we are to meet the seven year requirement?

Response:

The City policy for this RFP is to award 1 year with 3 (1) year options.

Question No. 19:

RFP states that tariff rates can be charged. There are specific rates in place with the current provider. Please clarify what PPS requires for local, IntraLata, InterLata and InterState rates.

Response:

These rates are to be provided by the Respondent.

Question No. 20:

How many calls and minutes are generated from the Law Library Phones per year?

Response:

This specific information is not available.

Question No. 21:

Please confirm Verizon maintains the fiber network for PPS. If additional fiber is needed to add more phones and we request the contact information at Verizon and the necessary information to determine costs associated with the addition of fiber.

Response:

This question is non-specific and not answerable in its current form.

Question No. 22:

Routers that interface fiber with copper; confirm current ownership of routers in place and the specifications associated with those routers.

Response:

All routers for Inmate Phone System were supplied by AT&T. Their specifications are unknown.

Question No. 23:

Several facilities have inmate lines located in telephone room closets that are not labeled. In PICC the inmate lines could not be found in the two closets that were inspected. We request that PPS have the current service provider identify and tag those lines so that the conversion of the inmate lines to a new system can be cost estimated.

Response:

This is a matter that will be negotiated.

Question No. 24:

Several facilities have touch screen electronic shut off switches. STI is the company that installed them and is no longer in business. Please provide the manufacturer and contact information so that we can determine who is responsible if the switch breaks.

Response:

This question is non-specific and not answerable in its current form.

Question No. 25:

Cambria Community Center; is it connected to the fiber network?

Response:

No, CCC is only connected to the PPS/MIS production LAN via T1.

Question No. 26:

What type of fiber and method of connection; single mode or multi mode, ST or SC?
-Wavelength currently for fiber (850nm ... 1310nm)

Response:

The type of fiber and method of connection is unknown.

Question No. 27:

How many strands of fiber are currently being used at each facility for telephones as part of this contract? -Fiber map and routing from current vendor to determine short or long haul power requirements

Response:

See Attachment A

Question No. 28:

Who owns the fiber media conversion equipment? Incumbent vendor or City? If City, what type and what is mapping for fiber multiplexers in place

Response:

The City does not own the fiber media conversion equipment.

Question No. 29:

How many work stations will be needed at each prison and location for each one?

Response:

The term of 'work station' is unclear; therefore, this question cannot be answered.

Question No. 30:

What are the hours can installer or tech work on site during installation or repairs?

Response:

Hours for DOA, please see RFP sections 2.2.4B and 2.2.5G

Hours for Prison System are to be negotiated.

Question No. 31:

Is escort required to work at equipment room, phone room and inside the prison?

Response:

Depending on installation time, an escort may be required.

Question No. 32:

Period of Concession Contract is 1 Year with 3 (1) Year Options. We request that the City reconsider the term of the contract due to the capital investment and scope of the project required to compete with the incumbent provider GTL?

Response:

The City is aware of the capital investment and scope of the project; however, the City's policy for this RFP is to award 1 year with 3 (1) year options.

Question No. 33:

We request that the City grant an extension to the due date of May 15, 2012. This is a very comprehensive project to configure and plan properly? We request additional time to review the questions submitted and prepare a comprehensive quality response

Response:

The City has granted to extend the proposal submission date to May 31, 2012 at 10:30am – see RFP cover page for location details.

Question No. 34:

Can we get an inventory of the payphones outside of the airport?

Response:

See Attachment G.

Question No. 35:

What requirements are needed for TTY access? (How many?)

Response:

Section 2.2.18 requires compliance with the Americans With Disabilities Act (ADA), including the minimum number of TDD/TTY units throughout PHL. The present array of these units is described in detail in the RFP, Attachment III.

Question No. 36:

For the calculation of MBE participation, is the City including the revenue paid to the City through commissions as part of revenue goal to be reached or is the number net of the commissions paid?

Response:

The Prime vendor is to calculate the M/W/DSBE participation percentage by comparing the anticipated total M/W/DSBE subcontractor work/dollar amount to the total anticipated revenue.

Question No. 37:

On page (5) of the RFP, Section 1.2 outlines that the contract will be for a period of one year with three additional one year options. Will the City consider a longer contract such as a three year contract with two one year additional options?

Response:

The City policy for this RFP is to award 1 year with 3 (1) year options.

Question No. 38:

On page (9) of the RFP, Section 1.8 requires the successful vendor provide performance bonds for this contract. Will the City consider a letter of credit in lieu of a performance bond?

Response:

Yes.

Question No. 39:

On page (11) of the RFP, Section 1.11 makes mention of a demonstration of the proposed solution. Is this demonstration a mandatory part of the evaluation process or at the discretion of the City?

Response:

In accordance with paragraph 1.11.1, Respondents must be prepared to conduct a demonstration within 10 days, upon written request by the City.

Question No. 40:

On page (14) of the RFP, Section 1.2.12.H is labeled as "Reserved for Respondent's Use". Is it permissible to include additional features and value add products, goods and services that the respondent is offering to the City in this section?

Response:

Yes.

Question No. 41:

On page (47) of the RFP, Requirement number two states that the vendor must supply at least one airport service technician. Please confirm that this technician is to be unique to the airport and not a technician from the prison that makes periodic checks or is used for service.

Response:

Section 2.2.5.G (2) stipulates that at least one Airport Service Technician be provided. It is envisioned that this technician's efforts will be dedicated exclusively to DOA.

Question No. 42:

On page (66) of the RFP, 2.3.1, Scope of Services: C: it states "The scope of services shall also include temporary pagers to be used in special events." Can you please indicate the intent of where or when this may be needed and of possible, please specify the number of pagers and whom the pagers would be assigned to?

Response:

This information was included in error.

Question No. 43:

On page (72) of the RFP, requirement 2.4.1.A defines the references that must be submitted with the RFP response. Please confirm that for the reference to be valid the reference must be contracted directly with the prime contract submitting this response? Please confirm that a reference is invalid if the contract submitting this response is a subcontractor to another vendor who the reference is contracted with?

Response:

The RFP does not differentiate references between a contracted prime or subcontractor. Therefore all references supplied by the respondents will be assessed and evaluated based on validity of the experience as specified in the RFP.

Question No. 44:

On page (73) of the RFP, Number (3) Vendor Responsibility. Youth Center is one of the locations listed for inmate telephone service. Currently no inmate telephones are installed at this site. Does PPS expect to install inmate telephones at the site? If so, can you please provide the population of the site and will they require the same features and functions as the adult facilities? Should this be a separate system or fully integrated to the main PPS inmate telephone system?

Response:

Yes, once construction is completed, the selected vendor would be expected to support the YSC phone system. However, the PPS is not responsible for monitoring services at this site.

Question No. 45:

On page (75) of the RFP, Section 2.4.1.B.A.1, the City states "The system must charge no more per call than the tariffed rates for most predominant carriers" With the numerous number of providers now available in the Philadelphia area a clear dominant provider is not in existence. For this reason we respectfully request that this requirement be removed.

Response:

The City declines to remove this requirement.

Question No. 46:

On page (75) of the RFP, requirement number B.2 defines legal and law library calls. Please confirm that these calls are provided to the inmates at no cost.

Response:

Yes, they are provided at no cost.

Question No. 47:

On page (77) of the RFP at the top of the page the PPS defines archiving and states that it is requiring on-site backup of voice and recordings. Please confirm in addition that the proposed ITS must be present at the PPS and that an off-site solution located outside of the PPS is not an acceptable solution.

Response:

Prison system requires one copy of voice and call records to be kept on-site and one off-site for the purpose of redundancy. How the selected vendor complies with this requirement is open to negotiation.

Question No. 48:

On page (81) of the RFP, requirement number Z.BB, bullet number one states "The system must offer voice biometrics technology that continuously identifies and validates inmate's identity throughout length of call even if inmate who originally placed the call hands off to another inmate" Please confirm that this validation is to be real-time while the inmate is on the telephone. Please confirm that post call validation and detection is not acceptable.

Response:

Yes, the validation is real time. However, we reserve the right to negotiate with the selected provider regarding this service if a better solution is offered.

Question No. 49:

On page (82) of the RFP, B Software Security – item 4 it states "A record of all transactions must be logged and have a separate back up which provides for simple restoration for inquiry purposes." Is the PPS requesting an audit trail of all activity that a user performs while using the proposed? If not can you please clarify the intent of this requirement?

Response:

Yes, as stated in the RFP.

Question No. 50:

On page (95) of the RFP, the City discusses the evaluation process. Please provide the point values for the evaluation categories.

Response:

Not applicable.

Question No. 51:

On page (104) of the RFP, the City discusses MBE and WBE participation. The City goes on to define targeted participation percentages. Please define how the City will measure the participation percentage for MBE and WBE participation

Response:

The actual participation of the certified vendor is compared to the estimated participation which is given beforehand by the prime. If the ranges are not satisfied, the prime vendor is to explain the shortfall, as explained within the RFP.

Question No. 52:

Will the PPS require remote access to the phone system?

Response:

Since clarification of what is meant by "remote access" is needed, the question cannot be answered.

Question No. 53:

Can you please provide a telephone number for the Procurement Department located at 1401 JFK Boulevard for delivery purposes?

Response:

(215) 686-4720. This number is also listed on our website (www.phila.gov/bids).

Question No. 54:

Certain vendors have adopted a process of reclassifying traditional calls to new categories such as promotion calls that are not considered a "traditional inmate collect call". These calls generate revenue for the vendor and their sub-contractors but the vendor now does not consider these calls part of "Gross Billed Revenue" and usually pays a substantially lower commission than offered for traditional collect calls. Please confirm that all completed calls that generate revenue for the contractor, third parties or subcontractors utilized in the performance of this contract, regardless of the call's classification, are considered part of "Gross Billed Revenue" and are subject to the same commission proposed, not an alternate commission percentage or bonus.

Response:

This question is non-specific and not answerable in its current form.

Question No. 55:

Certain vendors have adopted a process of allowing an initial call to be completed to a non-billable number such as a cell phone by allowing the called party to pay for that call at the time of its attempt without having to setup a pre-paid account. These calls usually have a high transaction fee and a low call cost and when combined total \$14.99 with no refunds or credits for unused minutes. This in turn will gouge the called party. Please confirm that this practice is not permitted.

Response:

Initial calls are placed from the PPS Intake Unit and are presently non-billable and will continue to be so.

Question No. 56:

Certain vendors have also adopted a process where they charge in advance for taxes and "Regulatory Fees" (non-governmental vendor imposed fees). Should the called party wish a refund vendors are not returning the taxation portion of the deposit. Please confirm that all taxes and mandated governmental fees must be charged at the time the call is rendered and not based on the deposit before inmate telephone services are rendered.

Response:

Each Respondent is required to provide in their Proposal full disclosure of all call charges which shall be made if the City determines to enter into a Concession Agreement with such Respondent. These charges shall include any surcharges, pass-through charges, "Regulatory Fees" or any other costs which the vendor will charge any billed party. All such charges shall be clearly stated as part of the response to Section 2.4.4 of the RFP, and any such charges applicable to billing for collect calls from inmates shall be noted as well on Attachment XII, concerning Charges to Billed Parties accepting collect calls from inmates incarcerated in the PPS.

Question No. 57:

Currently there are approximately **Four Million** free calls per year at all facilities. Do sentenced and pre-sentenced inmates take advantage of this free calling option?

Response:

Yes, all inmates make use of this calling option.

Question No. 58:

For vendors to accurately prepare their proposals, we highly recommend that the City provide the number of calls, and minutes by route type for a minimum period of six months. We also recommend that the City provide Gross Billed Revenue numbers for the same time period by route as well.

Response:

See Attachment B, H & I

Question No. 59:

Will we be permitted to ask clarification questions based upon the answers provided to clarification questions submitted on April 30th?

Response:

No.

**ADDENDUM NO. 1
ACKNOWLEDGEMENT OF RECEIPT
MAY 9, 2012**

**CITY OF PHILADELPHIA PROCUREMENT DEPARTMENT
OFFICE OF INNOVATION AND TECHNOLOGY**

**REQUEST FOR PROPOSALS FOR CONCESSION TO PROVIDE PUBLIC PAY TELEPHONE
SERVICE IN CITY FACILITIES AND PUBLIC PAY TELEPHONE AND INMATE TELEPHONE
SERVICES IN THE PHILADELPHIA PRISON SYSTEM - RFP C-103-12**

I have carefully read Addendum No. 1 to the Request for Proposal C-103-12
and I certify that I have received all pages and exhibits listed in Addendum No. 1

Company Name of Respondent

Company Address

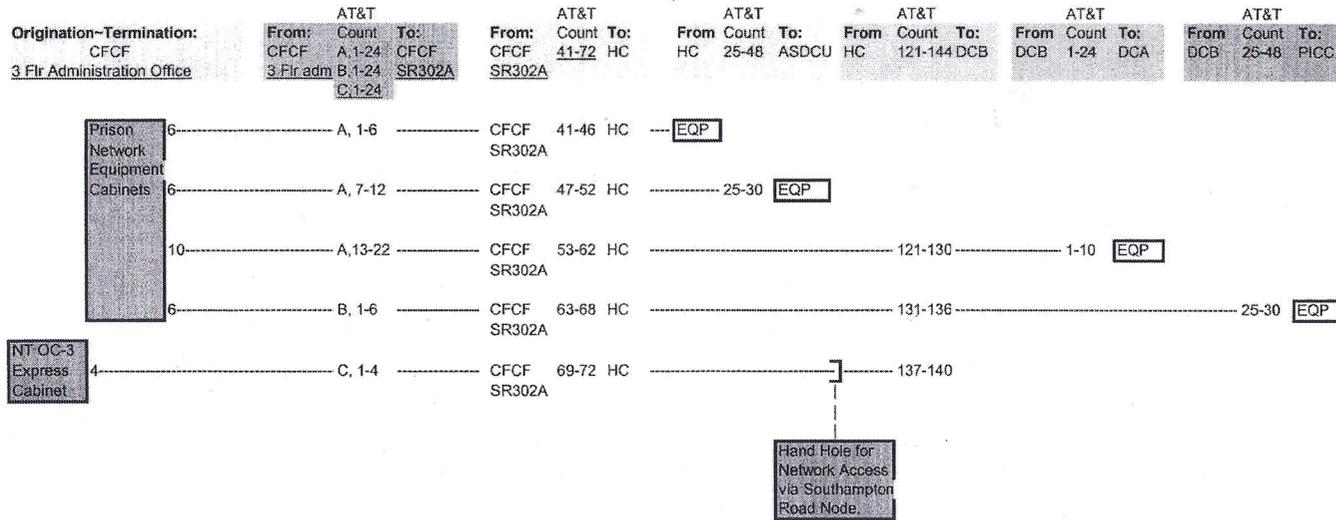
Name of Individual or Authorized signer

Signature and Title of signer

Date

"Attachment A"

AT&T National Public Markets Philadelphia Prison Fiber Network System
Fiber Assignments



ATTACHMENT B

Figures have been provided by the current vendor, Global Tel*Link, GTL. The Prison call averages are over a 12 month period.

Call Category	# of Calls Per Month	# of Minutes Per Month	Total Revenue Per Month
LOCAL – Collect	10,638	100,693	\$25,469.13
INTRALATA – Collect	639	5,147	\$2,148.68
INTERLATA – Collect	91	691	\$585.53
INTERSTATE – Collect	552	4,430	\$4,175.19
LOCAL – Debit	12,240	130,028	\$25,242.93
INTRALATA – Debit	2,452	25,380	\$4,990.36
INTERLATA – Debit	196	1,949	\$391.66
INTERSTATE - Debit	1,023	9,917	\$2,015.67
International - Debit	269	2,578	\$527.58
LOCAL – PrePaid Collect	40,356	494,050	\$100,862.24
INTRALATA – PrePaid Collect	3,983	45,383	\$16,047.16
INTERLATA – PrePaid Collect	141	1,460	\$1,082.01
INTERSTATE – PrePaid Collect	743	7,451	\$6,290.14
LOCAL – Free Calls	346,982		\$0.00

ATTACHMENT C
CURRENT CONTRACT AGREEMENT

City of Philadelphia
Concession Agreement #08-8000



CITY OF PHILADELPHIA

PROCUREMENT DEPARTMENT

**DIVISION OF TECHNOLOGY,
COMMUNICATIONS DIVISION**

CONCESSION AGREEMENT

FOR

**PUBLIC PAY TELEPHONE
AND
INMATE TELEPHONE SERVICES
IN CITY FACILITIES AND
THE PHILADELPHIA PRISON SYSTEM**

CITY OF PHILADELPHIA
CONCESSION AGREEMENT
FOR
PUBLIC PAY TELEPHONE
AND INMATE TELEPHONE SERVICES
IN CITY FACILITIES AND
THE PHILADELPHIA PRISON SYSTEM

THIS CONCESSION AGREEMENT for public pay telephone and inmate telephone services in City facilities and the Philadelphia Prison System (the "Agreement" or "Contract") is made this 21st day of January, 2008, and effective as of April 1, 2008, by and between Global Tel*Link Corporation, a Delaware corporation ("Contractor" or "Concessionaire" or "GTL") and The City of Philadelphia (the "City"), acting by and through its Procurement Department.

BACKGROUND

Contractor and the City desire that Contractor furnish and implement concessions to provide public pay telephone services in City facilities and an inmate telephone system and services in the Philadelphia Prison System, including all Equipment, computer Software, Payphone Services and other Services, Documentation, and Deliverables required therefor, as set forth in the Contract Documents.

NOW, THEREFORE, IN CONSIDERATION of the foregoing Background and the mutual covenants, promises, and agreements set forth herein, the parties, intending to be legally bound, agree as follows:

AGREEMENT

Article 1. Definitions, General Rules of Construction.

1.1 **Definitions.** Except as expressly provided otherwise in this Contract or in Appendices A-H, capitalized terms shall have the meanings specified in this Section 1.1. Such meanings shall be applicable to both the singular and plural of the term defined. Whenever the context requires, words used in the singular shall be construed to mean or include the plural and vice versa; and pronouns of any gender shall be deemed to include and designate the masculine, feminine and neuter gender.

(a) **Agreement or Contract** – means this Concession Agreement for public pay telephone and inmate telephone services in City facilities and the Philadelphia Prison System, as amended from time to time by written amendment executed by both parties; the terms Agreement and Contract refer collectively to the Contract Documents.

(b) **Change Order** – has the meaning attributed thereto in Section 8, *Changes*.

(c) **City** – The City of Philadelphia

(d) **City Facilities** – means the facilities and sites furnished by the City for installation of the Payphones and Inmate Telephone System as set forth in Section 3.3.1, *City Facilities*, and Appendix A, *Statement of Work*.

(e) **Commission(s)** – means the monetary fees Contractor is required to pay the City under the Contract as consideration for its right to operate Payphones and furnish Payphone Services, as provided in this Contract.

(f) **Concession or Project** – means, collectively, the concessions to furnish the Inmate Telephone System and to furnish Payphones, Payphone Services and all Work related thereto in Division of Aviation facilities, Philadelphia Prison System facilities, and City Office Buildings and other facilities, all as provided in this Contract.

(g) **Conditional Acceptance** – means, with regard to any Project Milestone for the Inmate Telephone System, the City's written statement of acceptance in accordance with Section 7.1.1, *Conditional Acceptance – Inmate Telephone System*.

(h) **Conditional Acceptance Test** – has the meaning attributed thereto in Section 7.1.3, *Acceptance Tests; Test Plans – Inmate Telephone System*.

(i) **Contract Documents** – has the meaning attributed thereto in Section 17.1, *Contract Documents; Order of Precedence*.

(j) **Contractor or Concessionaire or GTL** – means Global Tel*Link Corp., a corporation organized and existing under the laws of Delaware and having its principal offices at 2609 Cameron Street, Mobile, AL 36607, including its affiliates and subsidiaries.

(k) **Debit Calling Card or Prepaid Calling Card** – means a calling card issued by GTL or another entity for prepayment of purchases of Payphone Services.

(l) **Deliverables** – means, collectively, the items of the Work that Contractor is required to deliver to the City pursuant to the Statement of Work and the Contract Documents.

(m) **Division of Aviation or DOA** – means the division of the City's Commerce Department that operates the Philadelphia International Airport, the Northeast Philadelphia Airport, and related facilities.

(n) **Documentation** – means the documentation required for the successful design and implementation of the Inmate Telephone System and the Payphones and Payphone Services as set forth in Appendix A, *Statement of Work*, together with all user manuals, technical manuals, and manufacturer's specifications for the Equipment, Software and Payphones for the ITS and for the Payphones furnished for Division of Aviation Facilities and City Office Buildings and Facilities, and Contractor's as-built documentation for the foregoing.

(o) **Effective Date** – means the date first written above.

(p) **Equipment** – means the Payphones, Payphone enclosures and housings, TTY devices or components attached to or incorporated in the Payphone, computer hardware, network hardware, and related items of telecommunications, computer, and other equipment required to furnish the Inmate Telephone System, Payphones, and Payphone Services required under the Contract.

(q) **Final Acceptance** – means: for the Inmate Telephone System, the point in time at which the ITS satisfies all the requirements set forth in Section 7.1.2, *Final Acceptance-Inmate Telephone System*, and the City issues its written notice to Contractor that the Project is Finally Accepted; for Payphones in Division of Aviation Facilities and City Office Buildings and Facilities, the point in time at which such Payphones and related equipment and Services are accepted pursuant to Sections 7.2, *Acceptance – Division of Aviation Facilities*, and 7.3, *Acceptance – City Office Buildings and Facilities*, respectively.

(r) **Final Acceptance Test** – means the meaning attributed thereto in Section 7.1.3, *Acceptance Tests; Test Plans – Inmate Telephone System*.

(s) **Functional Requirements** – means collectively, the functional requirements, functionality, and design and performance features set forth in the following: Sections 4.1-4.4 of the Statement of Work for the Inmate Telephone System, Sections 2.1-2.6 of the SOW for Payphones and Payphone Services in Division of Aviation Facilities, and Sections 3.1-3.11 of the SOW for Payphones and Payphone Services for City Office Buildings and Facilities; in the Preliminary Design and the Detailed Design for the ITS, as approved and accepted by the City in writing; and elsewhere in the Contract Documents for the ITS, DOA Facilities or City Office Buildings and Facilities.

(t) **Gross Revenue(s)** – means the aggregate consideration to Concessionaire for all calls made from any of Contractor's Payphones and/or Payphone Services provided therewith, including, without limitation:

- all cash consideration for such calls and/or Payphone Services;
- all revenues received from long distance service providers and inter-exchange carriers (other than GTL) pursuant to negotiated agreements or derived from the Federal Communications Commission mandated default "per call compensation plan" to compensate providers of pay telephones for "dial-around" calls charged to long distance carriers other than the payphone's pre-subscribed carrier;
- all billings and other consideration for: collect calls, prepaid calls, calls made with credit cards; calls charged to third parties, calls made and paid for pursuant to Prepaid Calling Cards or other debit arrangements or debit account arrangements and/or Payphone Services provided in connection therewith; except that (i) if such calls are made by dialing an 800, 888 or other toll-free number, no Commission will be paid, except on "per call compensation" received by Contractor for 1+800 non-GTL calls, and (ii) no Commission will be paid on calls made with GTL Prepaid Calling Cards unless the call is connected with the assistance of a live or automated operator;
- all local, interLATA, intraLATA and "0+" calls and/or Payphone Services, inclusive of 700, 800 and 900 data transmission calls but exclusive of the following "1+" or "0+" calls: 700, 800, and 900 voice calls, directory assistance calls;
- all cash, billings and other consideration deposited into Contractor debit calling accounts of inmates at the Philadelphia Prisons, minus any refunds from debit calling accounts over \$10.00 (provided that Contractor will offer a 20 per cent discount on inmate-station collect rates for calls made using debit accounts);
- all cash, billings and other consideration for sales of GTL Prepaid Cards at the Airport or in City Buildings (excluding any cash, billings or other consideration received by Contractor pursuant to agreements which have been executed prior to the date of this Contract), if the City and GTL approve any such sales of GTL Prepaid Calling Cards and agree to the payment of commissions thereon;
- for data port calls: (i) if a non-GTL 800 number is called and completed, per call compensation will apply and commission will be paid on per call compensation revenues received by Contractor; (ii) if a 0+ call is completed, then Contractor will pay commissions on revenues from such data port calls.

Gross Revenue shall further include all charges provided above for use of Payphones and for services available through Payphones, whether collected or uncollected, billed or unbillable, or lost through fraud or theft of service, less only the amount of any federal, state, or local sales tax levied thereon and separately stated and collected from the customer, and any legitimate refunds to the customer; no deductions

shall be taken by Contractor for cost of vandalism, repair or replacement of Equipment. For purposes of this definition of Gross Revenue: (i) "call" means and includes any form of voice or data transmission made from a Payphone, whether analog or digital, and including, without limitation, Internet access calls; and (ii) "credit cards" includes any credit card that is accepted by Contractor for payment, whether a bank issued credit card, a telecommunications carrier issued credit card, a Regional Bell Operating Company issued credit card or any other credit card.

(u) **Inmate Telephone System or ITS** – the telephone system for inmate calls to be implemented and operated by Contractor in the Philadelphia Prison System, as set forth in Sections 4.1-4.4 of the Statement of Work, in the RFP and Proposal, and elsewhere in the Contract Documents.

(v) **Notice to Proceed** – has the meaning attributed thereto in Section 5.1, *Project Schedule*.

(w) **Notice Date** – has the meaning attributed thereto in Section 5.1, *Project Schedule*.

(x) **Payphone(s), Pay Telephone(s), Public Pay Telephone(s), PPT(s)** – means pay telephones, pay stations, telephone instruments, and telephone sets (whether operated as a coin or coinless telephone instrument), together with the enclosures for the telephone instruments and TTY's to be provided as required by federal law, to be furnished under this Contract for the use of the public or for the use of inmates at PPS facilities to send or receive telephone calls, voice or data transmissions, video or facsimile transmissions, or any other type of transmission or transaction; and for which use a fee can be collected by means of coin deposit in the instrument, credit cards, Prepaid Calling Cards, debit calling accounts, third-party billing, or any other method.

(y) **Payphone Services** – means, collectively, all services to be provided to users of Payphones as set forth in the Statement of Work and including, without limitation: local dial tone to the GTL public pay telephones and transport facilities for the local and intraLATA calls; transport facilities for interLATA calls, such calls shall include 0+, 0-, 00-, and 1+ calls; access to special/emergency numbers such as toll free numbers (including 800, 888, 877), emergency numbers (including 911), and repair numbers (including 611); directory assistance; GTL Operator Service; access for special calls such as air-to-ground, marine, mobile, and conference calls; True Answer Supervision; GTL Message Service; multilingual assistance to pay phone users; remote monitoring; installation; and maintenance; provided, that this definition shall not apply to Payphones for inmate use that are part of the Inmate Telephone System, for which the services provided to users of the Payphones shall be as set forth in subsection (c) of Section 3.2.2, *Inmate Telephone System*.

(z) **Performance Standards:**

- For Division of Aviation Facilities and City Office Buildings and Facilities, Performance Standards – means, collectively, the standards and requirements set forth in Sections 2 and 3 of the Statement of Work, and the equipment descriptions and specifications set forth in the Proposal; specifically, but not exclusively, all Payphones and Payphone Services at DOA and City Office Buildings and Facilities shall perform in accordance with the average set-up time for calls as set forth in Section 2.2.2.D(1)(s), with set-up times running from the time a payphone user finishes dialing or finishes providing a billing number to the time the connecting telephone or device begins to ring; additionally, all Payphones and Payphone Services at the DOA and City Office Buildings and Facilities shall perform in accordance with the end-to-end completion rate for calls set forth in Section 2.2.2.M(14), with end-to-end completion rate being the rate at which a payphone user is successfully able to connect with the telephone or device dialed after completing the dialing from Contractor's payphones.
 - For the Inmate Telephone System, Performance Standards – means, collectively, the standards and requirements set forth in Section 4 of the Statement of Work, including but not limited to the System Performance Standards set forth in Section 4.2.B of the Statement of Work; additionally, the VAC ITS telephone system shall have a grade of service, based upon the end-to-end completion rate of the Contractor's payphones, in accordance with Section 4.2(B) of the Statement of Work; further, the PBG GO 7090 SS System Payphone shall perform in accordance with the equipment descriptions and specifications set forth for such equipment in the Proposal; also, the standards and requirements of the Preliminary Design and the Detailed Design for the Inmate Telephone System as approved and accepted by the City in writing, together with such standards of performance as are incorporated in the Conditional Acceptance and Final Acceptance Test Plans provided in Article 7, *Acceptance*.
- (aa) **PPS** – means the Philadelphia Prison System.
- (bb) **PPS Public Payphones** – means Payphones for use of the public or staff, located in publicly accessible areas of Philadelphia Prison facilities and areas not accessible to inmates.
- (cc) **Project Milestone** – means each milestone as set forth in the Project Schedule.
- (dd) **Project Schedule or Implementation Plan** – means the detailed Project Schedule for the Work Required under Article 5, *Project Schedule*.

(ee) **Proposal; Contractor's Proposal** – means, collectively (i) Contractor's response to the RFP dated November 2, 2007 and (ii) Contractor's responses to City questions at Contractor's presentation submitted by letter dated January 24, 2008, all attached in Appendix E to the Contract, together with all subsequent modifications and supporting materials submitted by Contractor to the City in response to the RFP.

(ff) **Request for Proposals, RFP** – means the City's Request for Proposal No. C-101-08R for Concessions To Provide Public Pay Telephone Services in City Facilities and the Philadelphia Prison System, issued by the City's Procurement Department and Division of Technology, Communications Division, together with all Addenda thereto issued by the Procurement Department.

(gg) **Services** – means the services provided by Contractor pursuant to this Contract and set forth in the Contract Documents. The term "Services" includes, without limitation, the Payphone Services required under the Contract and the Service Level Agreement attached as Appendix B.

(hh) **Software** – means all computer software to be furnished by Contractor under the Contract for the implementation and operation of the Inmate Telephone System and Payphones and related Equipment required for Division of Aviation Facilities and City Office Buildings and Facilities. Except as expressly provided otherwise in the Contract, Software means and includes, collectively and without limitation: (i) all modules, customizations, interfaces, updates, upgrades, enhancements, customizations, error-corrections, patches, fixes, revisions and modifications for each Software program, including those furnished as part of the support and maintenance services purchased under the Contract or pursuant to Article 9, *Warranty*; (ii) any objects or software code incorporated in the Software that were acquired by Contractor from others; and (iii) the Source Code and Object Code for each Software program and for each item specified in (i) and (ii).

(ii) **Statement of Work or SOW** – means the First Concession Statement of Work attached hereto as Appendix A, which details the work to be performed pursuant to this Contract. The SOW is also referred to within this Contract and its associated documents as "Scope of Work" and "Scope of Services." Each of these terms shall be interpreted to mean SOW.

(jj) **Subcontractor** – means any person, firm, partnership, corporation, or combination thereof, or their respective duly authorized representative, who has or will enter into a contract with Contractor, to furnish Equipment, Payphone Services, Services, or any other portion of the Work for the Project.

(kk) **Termination Notice** – means the notice given by the City of its intent to terminate and its termination of the Contract. The termination procedure is set forth in Article 13, *Termination; Suspension of the Work*.

(ll) **TTY, TDD or Telecommunication Device for the Deaf** – means any device attached to or incorporated in or used in conjunction with a Payphone to aid hearing impaired persons in the use of the Payphone.

(mm) **Warranty Standards** – has the meaning and definition provided in Article 9, *Warranty*.

(nn) **Work** – means the labor, materials, Equipment, Software, Documentation, Services, Payphone Services, Deliverables and contractual requirements to be furnished by Contractor as provided in the Contract Documents.

1.2 **General Rules of Construction**. Except as expressly stated otherwise, all references to "paragraph," "paragraphs," "Section," "Sections," "Article," or "Articles" in this Contract are references to paragraphs, Sections and Articles of this Contract or the Appendices attached to this Contract; and all references to "Appendix" or "Appendices" are references to the Appendices attached hereto. The table of contents and headings used in this Contract are for reference and convenience only, do not in any way define, limit, describe or amplify the provisions of the Contract or the scope or intent of its provisions, are not a part of the Contract, and will not enter into the interpretation of the Contract. All references to "days" in this Contract mean calendar days unless otherwise stated. The term "business day" means Monday through Friday, excluding holidays observed by the City.

1.3 **Incorporation of Background**. The Background is incorporated by reference herein.

Article 2. Term of Contract. The initial term of this Contract shall be from April 1, 2008 through March 31, 2009 ("Initial Term"). The City may, in its sole discretion, renew this Contract for three (3) additional periods of one (1) year ("Additional Term"). All terms and conditions applicable during the Initial Term shall apply to each Additional Term.

Article 3. Scope of Work

3.1 **Scope of Work In General**. Contractor shall furnish, install, and fully implement the Project, at no cost to the City except to the extent that the City agrees to provide space and electricity as set forth in Sections 3.3.1 and 3.3.2 of this Agreement, in exact accordance with the Contract Documents, and shall provide the items of work set forth in the following Sections 3.2 - 3.14.

3.2 Work To Be Provided

3.2.1 Division of Aviation Facilities, PPS Public Payphones, and City Office Buildings and Facilities. Contractor shall furnish to the City:

(a) all personnel and labor, telephone lines, Equipment, Software, Documentation, Services, Deliverables and other Work required to install and make fully operational Payphones in Division of Aviation Facilities in accordance with Sections 2.1-2.6 of the Statement of Work (including, without limitation, all applicable Performance Standards, Functional Requirements and Equipment specifications provided therein), and in City Office Buildings and Facilities (including, without limitation, PPS Public Payphones) in accordance with Sections 3.1-3.11 of the SOW (including, without limitation, all applicable Performance Standards, Functional Requirements and Equipment specifications provided therein); and

(b) Payphone Services, fully activated, for Payphones installed in Division of Aviation Facilities and City Office Buildings and Facilities (including, without limitation, PPS Public Payphones); and

(c) all reports required under Section 4.6, *Audit and Revenue Reporting Requirements*; and

(d) maintenance and support services in accordance with Section 3.11, *Terms and Conditions for Maintenance and Support Services*.

3.2.2 Inmate Telephone System. Contractor shall furnish to the City:

(a) a complete and fully operational Inmate Telephone System that conforms exactly to all standards and requirements set forth in this Contract (including, without limitation, those set forth in Appendix A, *Statement of Work*, the Performance Standards, the Functional Requirements, and the Conditional and Final Acceptance Standards; and

(b) all personnel and labor, telephone lines, Equipment, Software, Documentation, Services, and Deliverables and other Work required (i) to install, fully implement, and operate the Inmate Telephone System as set forth in Section 4 of Appendix A (*Statement of Work*), in exact accordance with the Performance Standards and Functional Requirements provided therein; provided, however, that Contractor shall furnish, at no cost to the City, any Equipment, Labor, Software, Documentation, Services, and Deliverables additional to or different from those set forth in the Statement of Work that may be required in order to cause the ITS to conform to the Performance Standards, Functional Requirements, and Conditional and Final Acceptance Standards; and

(c) the following Payphone Services, fully activated, for ITS Payphones: upon arrival at PPS, each inmate is permitted at least one telephone call of five minutes maximum duration; following admission to PPS, inmates are permitted 0+ calls only,

utilizing automated operators to connect calls by an inmate to a minimum of five phone numbers approved by the PPS and located in the United States or Puerto Rico; for a minimum of 15 minutes per day, and to be charged as collect calls or to an inmate's debit calling account; automated operator initially programmed to provide English or Spanish voice prompts, with any other language to be added upon request by PPS; free direct calls within the geographic City of Philadelphia to a minimum of five PPS-approved phone numbers, limited to a maximum of 10 minutes per day; unlimited calls from law library telephones to phone numbers located in the City of Philadelphia included in a phone number database of about 12,000 lawyers, court personnel, probation officers, prison masters, and related persons; no incoming calls, three-party calls, or live operator assistance. Provided, however, that the parties agree that these calling parameters can be changed from time to time by written instruction of the Prison Commissioner or his designee.

(d) maintenance and support services in accordance with Section 3.11, *Terms and Conditions for Maintenance and Support Services*; and

(e) training classes for City personnel (who shall be designated by PPS), as set forth in Section C of the Proposal at page 145; and

(f) all reports and records relating to inmate calls and to operation of the ITS as required in Section 4 of the Statement of Work; such reports and records will be furnished to the City in both electronic form (in software programs and formats designated by the City) and paper form (in a format determined by the City), will be furnished at the intervals provided in Section 4 of the SOW (or such different intervals as the City may reasonably require), will be in addition to the Independent Audit and Revenue and Commission Reports required under Section 4.13, *Audit and Reporting Requirements*, will become the property of the City upon creation, and may be reproduced, used, and distributed by the City without restriction of any kind;

(g) all reports required under Section 4.13, *Audit and Reporting Requirements*.

(h) full time, on-site operating personnel as follows:

(i) Inmate Telephone System: one System Administrator, as set forth in Section 4 of the SOW, and one System Administrative Technician as set forth in Section 4.2.B(18) of the SOW. Additionally, one Project Manager shall be on site during the installation process.

(ii) Division of Aviation Facilities: Two on site Airport Service Technicians as set forth in Section C of the Proposal at pages 43-45.

(iii) City Office Buildings and Facilities: No dedicated, on-site technician is to be provided, but Contractor shall provide installation and maintenance and shall

ensure that ongoing diagnostics and monitoring are performed as set forth in Section 3 of the SOW.

3.2.3 Ownership. Contractor will retain ownership of all Payphones and other Equipment, and shall hold all Software and Equipment licenses, that are to furnish the Inmate Telephone System and the Payphones in accordance with the Contract; except that wires and cables shall become the property of the City upon installation (provided, that such ownership does not limit, alter, or excuse any maintenance obligation of Contractor under the Contract). All reports that Contractor is required to submit to the City under Section 4.6 (*Audit and Revenue Reporting Requirements*), Section 4.2, (*Minimum Annual Guaranteed Commission (MAG); Monthly Commission Payments*), or elsewhere in the Contract Documents (including, without limitation, all databases, reports, and records relating to the use and operation of the Inmate Telephone System, whether in paper or electronic form) shall be the property of the City upon their creation.

3.3 City Facilities; Site Certification.

3.3.1 City Facilities. The City will furnish the following facilities and sites, and related utility services, for installation of the Payphones and Inmate Telephone System required under this Contract:

(i) Division of Aviation: Locations for Payphones as set forth in the inventory list in Exhibit M to the Proposal; provided that, it is understood by Contractor and the City that there will be a reduction in the number of Payphones shown on the inventory list in Exhibit M to the Proposal. The number of Payphones provided by Contractor at DOA locations will be a minimum of 340 at locations designated by the City, with additional Payphone units added, or removals and relocations made, as set forth in Section 2.2.1.B of the SOW. The City will also provide Contractor at no charge, floor space measuring 6' x 8' in the Main Telephone room in the CUB Building, located in the corner of the room to the left of (standing inside and facing) the outside entrance door. This includes wall space for a 4' x 8' panel for wall mounting of connecting blocks. The standard air conditioning, and heat currently supplied to the room will suffice. The City will provide an individually fused 30-amp circuit with two double outlets preferably connected to an emergency power. One of the outlets located on the wall in proximity to GTL's allotted space shall be twist locked to prevent accidental disconnects. The City will also provide GTL at no charge an environmentally controlled (standard air conditioning, heat and power) room with minimum dimensions 12' x 20' for storage of telephones, booth enclosures, spare parts and other related materials. The City shall also provide, at no charge to Contractor, access to and use of all intrabuilding and interbuilding wiring needed for the provision of Contractor's services to the City under this Contract, to the extent such wiring is available and there is sufficient excess capacity, as determined in the City's sole discretion.

(ii) City Office Buildings and Facilities: Locations for Payphones as set forth in the inventory list as set forth in Attachment XVI to the RFP, with the

understanding that these locations will be reduced to 350 locations plus twenty current PPT locations in the PPS, and additional PPT locations to be added at the time of the opening of the Women's Detention Facility. The City will not be required to provide space to Contractor for storage or repair of Payphones with respect to the City Office Buildings and Facilities component of the concession.

(iii) Inmate Telephone System – Locations for Inmate Telephone System phone installations in the facilities set forth in Section 4 of the SOW, and space for the Digital ACP system as set forth in Section 4 of the SOW. The City will provide at no charge to Contractor 8' x 4' of floor space on the third floor of the CFCF building, adjacent to the office of the Director of Contract Compliance and Administration, with standard air conditioning, heat and power and no water, for telecom (T3) equipment and Site Administrator work area. The City will provide two individually fused 30amp circuits, each with two double outlets, one of which shall be twist locked to prevent accidental disconnects. The City will also provide a 2' x 3' x 7' high space for equipment at each inmate telephone room in which inmate telephones are located. At each of these locations, an individual 20-amp double receptacle outlet will be provided by the City.

3.3.2. Utility and Other Services. The City will furnish the following utility services to Payphone enclosures and the Inmate Telephone System but will not be responsible for installation or for costs of installation for any new wiring or outlets which may be required by Contractor, or for furnishing any other utility service, or for furnishing telephone lines to any Payphone (except as provided in Section 3.3.1):

- **Electricity:**
Payphones: electric current for general illumination and for powering Equipment used at City Facilities in the provision of Payphone services.

- ITS:** electric current for general illumination and for powering Equipment used at City Facilities in the provision of ITS

- General:** electric current for general illumination and power as reasonably required at any locations provided pursuant to Section 3.3.1.

Outlets and Wiring: – electric wiring and outlets at the locations where Contractor's Equipment is to be located or where electric service will be required by Contractor in providing its services to the City, to the extent such outlets and wiring is currently available and sufficient excess capacity is available, in the sole discretion of the City; Contractor shall be responsible for installation of any new or additional wiring or outlets which may be needed for its services, at no charge to the City.

The City reserves the right to charge Contractor for all additional electric current used for any other purpose, such charges to be paid for monthly by Contractor at the rate or rates to be prescribed from time to time by the City. At the election of the City, the amount of electric power for which the concessionaire is charged will either be estimated or measured by meter. If such meters are required, they shall be installed at the sole cost and expense of the Contractor.

- Standard heat and air-conditioning to an even working temperature during those periods in which it is customary to furnish such utilities in business properties in the City of Philadelphia.

No sewer facilities other than those designated for usage in common with other tenants or the general public will be provided. No janitorial, window cleaning or trash removal services will be provided. Such services shall be provided by Contractor at its sole cost and expense. Contractor will be required to clean all public telephone equipment daily. Under no circumstances shall the City be liable or responsible for any failure to furnish the services above set forth occasioned by strike, other work stoppage, Federal or State governmental action, any breakdown or failure in or of the apparatus, equipment or machinery employed in supplying the said services, any temporary stoppage for the repair, improvement or enlargement thereof, or any act or condition beyond its control.

3.3.3 Site Certification. At least 15 days prior to starting work at any site or facility, Contractor shall inspect the facility and site and provide the City with a detailed specification for electrical, heating, ventilating and air conditioning (HVAC), architectural, and other alterations, if any, that Contractor requires for the facility or site in order to install and operate the required PPTs and System(s) in accordance with this Contract. Following the completion of any alterations to the site or facility that the City agrees are required, Contractor shall again inspect and either certify the facility or site as fully adequate for installation of the applicable PPTs and System(s); or in the event Contractor determines that any facility or site is deficient, so notify the City in writing, describing in detail all alleged deficiencies. The City shall correct all alleged deficiencies that it agrees are deficiencies; disagreements with respect to any alleged deficiency shall be subject to Article 12 (*Disputes*). The cost of any further changes or alterations to the site or facility that are required, following Contractor's foregoing certification of the adequacy of the site or facility, in order to install and operate the PPTs and System(s) and in accordance with the Contract Documents shall be the sole responsibility of Contractor. Work may not proceed at any site or facility until the Contractor has issued the certification required under this Section 3.3.3, unless the City agrees otherwise in writing. Notwithstanding anything to the contrary set forth in this Section, Contractor shall be solely responsible for the repair of any damage to City furnished facilities caused by Contractor or its subcontractors or suppliers, and for all costs related thereto.

3.4 Preliminary Design; Detailed Design.

3.4.1 Division of Aviation Facilities; City Office Buildings and Facilities.

PPTs will be installed and will operate in accordance with the Performance Standards, Functional Requirements, and Equipment specifications provided in Sections 2.1-2.6 of the Statement of Work.

3.4.2 Inmate Telephone System. The Inmate Telephone System shall be designed and installed in accordance with specifications, descriptions, and requirements of Sections 4 of the Statement of Work (collectively, the "Preliminary Design"). Not later than the delivery date for the Project Schedule (Implementation Plan) provided in the Project Schedule, unless delayed by the City, Contractor shall deliver its Detailed Design for the Inmate Telephone System to the City for its review and comment. The Detailed Design shall conform to the Preliminary Design, and shall fully detail and specify the Inmate Telephone System, including, as reasonably required, the following: (i) Complete technical and functional specifications for all software components of the ITS, including, without limitation, performance specifications, and functional specifications ; (ii) technical specifications for all computer equipment, network equipment (including cables, routers, hubs and other network equipment), call monitoring equipment and other hardware and equipment that is required for each local area network (LAN) and the wide area network(s) (WAN(s)) on which the ITS will operate; such specifications will define data processing and transmission capacities and other parameters of such equipment that are sufficient for the ITS to operate in accordance with the Performance Standards and Functional Requirements; and (iii) floor plans and architectural drawings, equipment housings, equipment layouts, equipment drawings, equipment termination drawings, cable layout drawings, electrical power and HVAC layouts and route drawings, for each individual site or facility furnished by the City. Contractor may not proceed with installation of the Inmate Telephone System until the City has approved the Detailed Design in writing.

3.5 Licenses, Authorizations, and Permits. Contractor shall be solely responsible, at its expense, for obtaining all licenses, permits, approvals, and permissions required by any federal, state, or local governmental body for the performance of the Work and Services required under this Contract, including, without limitation, all required approvals of the Federal Communications Commission and the Pennsylvania Public Utility Commission . No City department, agency, board or commission shall be required solely by virtue of this Contract to issue any permit, license or approval which Contractor must by law obtain. The City shall, however, cooperate reasonably with Contractor in the preparation of applications for such documents and in securing their expeditious processing.

3.6 [Intentionally Omitted]

3.7 Freight, Storage, Taxes. Except as otherwise provided in Section 3.3.1 of this Contract, Contractor shall be solely responsible for payment of (1) all shipping,

handling, and freight costs for the delivery of Equipment, Software, Documentation, and Deliverables (including, without limitation, parts and materials) for the Project; (2) all storage costs for parts, materials, Equipment Software, Documentation and Deliverables for the Project; and (3) all taxes, fees, and other impositions imposed by any governmental entity on any Equipment, Software, Documentation, or Deliverables for the Project.

3.8 Site Access. Access to individual City sites shall be limited as follows, except as approved by the City in writing: 8 a.m. to 5 p.m., Monday through Friday (City holidays excluded). The City's Project Manager must approve access to any City site. Contractor and its personnel shall at all times comply with all security regulations and requirements of the Philadelphia Prison System, the Division of Technology, and the Division of Aviation and of any state or federal agency for any site in which work is performed. The days and hours of access provided above may be modified by the City, with prior notice to Contractor, if required by such security regulations.

3.9 Contractor Responsibilities.

3.9.1 General Responsibilities. Contractor shall cooperate with all other contractors and vendors of the City whose work for the City (including, without limitation, computer hardware and software furnished to the City) relates to the installation or operation of the PPTs or the Inmate Telephone System; and with City personnel and consultants who are employed by the City for the Project or whose work relates to the Project or requires them to perform activities in the vicinity of the Project; and Contractor shall conduct its operations so that it does not unreasonably interfere with such other contractors and City personnel and consultants. Any difference or conflict that may arise between Contractor and other contractors or between Contractor and City personnel or consultants shall be decided solely by the City. If requested by the City in writing, Contractor shall suspend any part of its work, or modify its work, if necessary to facilitate the work of other contractors or City personnel or consultants. In the event of such suspension or modification, Contractor shall have the right to submit a claim, which shall not be unreasonably refused by the City, for an extension of time equivalent to the period of any delay caused by compliance with the City's request. Any such claim(s) of Contractor shall be submitted and resolved in accordance with Article 8 (*Changes*). At all sites and facilities where the Project is being installed, Contractor shall take all precautions necessary to protect the public and to provide maximum safety for City operations and personnel and for inmates of the Philadelphia Prison System.

3.9.2 City Contract Requirements. Notwithstanding anything to the contrary that may be contained in the Contract Documents, Contractor shall comply with, and this Contract and its performance by Contractor be governed by, the terms and conditions set forth in Appendix D, *City Contract Requirements*, for all Work performed in DOA Facilities.

3.10 Approval of Subcontractors. Contractor shall not enter into any subcontract without first obtaining the City's written consent to the proposed subcontractor and the proposed scope of work for the subcontract. In the event the City does not consent to a proposed subcontractor, Contractor shall immediately replace the proposed subcontractor with one to which the City does consent; and if the City does not consent to a proposed subcontract, Contractor shall revise the subcontract as required by the City. Contractor shall submit to the City copies of all subcontracts. The City's consent to or approval of any subcontract or subcontractor shall not create any obligation of the City to any subcontractor or in any way relieve Contractor of its responsibility for the performance of subcontractors and suppliers. The City acknowledges and agrees that GTL may, at its option, and without further process, submissions or authorization to or by the City, use Cooper Communications Group, Publicall Inc. and PRR as subcontractors on various elements of this Project, as specified in agreements entered into in accordance with the provisions of Article 16 of this Agreement. Contractor may expand the scope of work with any subcontractor, but will consult with and obtain the prior approval of the City before reducing the scope of work or reassigning any work included in a subcontract entered into pursuant to Executive Order 1-93 and Article 16 of this Agreement. In the event that Contractor finds it necessary to terminate a subcontract entered into pursuant to Executive Order 1-93 and Article 16 of this Agreement, Contractor will first consult with City before such termination and will subcontract with an alternative subcontractor approved by the City to meet the requirements of Article 16.

3.11 Terms and Conditions for Maintenance and Support Services.

Maintenance and support services for PPTs and for the Inmate Telephone System shall be provided as set forth in the RFP, Part C, *Scope of Services*, of Proposal, Part D, *Equipment Details*, of the Proposal the Statement of Work attached as Appendix A, the Service Level Agreement attached as Appendix B, and the following terms and conditions:

(a) Contractor will furnish the maintenance and support services provided in Appendix A (Statement of Work), Appendix B (Service Level Agreement), Appendix E (RFP), and Appendix F (Proposal), at no cost to the City.

(b) Contractor will itself be contractually responsible for all maintenance and support services for all elements of the Inmate Telephone System, for all Payphones and related Equipment and Work installed in DOA Facilities and City Office Buildings and Facilities, including but not limited to all Software and any data transport services that are required therefor, and will be the single point of contact for service and support.

(c) Support services will be furnished for the ITS and for Payphones and related Equipment and Work installed in DOA Facilities and in City Office Buildings and Facilities in accordance with the problem resolution procedures provided in Appendix A (Statement of Work), Appendix B (Service Level Agreement), Appendix E (RFP), and Appendix F (Proposal), including, without limitation, the problem severity classifications,

response times, "fix" times, and escalation procedures (including on-site service and "aggressive sparing policy") there set forth.

3.12 **Advertising; Payphone Enclosures.** No advertisement of any kind, whether audio, visual, or both, may be placed by Contractor on or near any Payphone or Payphone Enclosure, or displayed on any video or other screen incorporated in or attached to the Payphone, or delivered by audio over the Payphone, without review and written approval of the advertisement, prior to Contractor placing or delivering the advertisement, by the Division of Technology, and of the Division of Aviation (for Payphones in DOA Facilities only), and of the PPS (for public and ITS Payphones located in PPS facilities only). All housings, enclosures, booths, and kiosks for Payphones, including without limitation lighting and floor and wall space requirements, must be approved in writing, prior to installation, by the Division of Technology, and by Division of Aviation (for Payphones in DOA Facilities), and the PPS (for public and ITS Payphones located in PPS facilities). Notwithstanding anything in the foregoing, without need for additional or separate authorization by the City, GTL shall be entitled to display its name and corporate logo on the Payphones and equipment for ITS services. Contractor shall not place on any Equipment any instruction, advertisement or other statements.

3.13 **Internet Access.** Direct Internet access equipment may not be incorporated in or attached to any Payphone or Payphone enclosure, or provided through a separate kiosk, at Division of Aviation Facilities without the written approval of the Division of Aviation, except that Payphones may incorporate a modem jack capable of providing access to the Internet.

3.14 **Rates.** Except where stated otherwise in the Statement of Work, Concessionaire shall provide Payphone Services (including but not limited to local, intraLATA, interLATA, and international services) in accordance with rates charged for the service by the dominant carrier providing the equivalent service in Philadelphia County. Comparisons to the dominant carrier shall be based on origin and destination of calls.

Article 4. Commissions; MAG; Reporting Requirements.

4.1 Commission Rates.

(a) **Payphones, ITS.** Contractor will pay Commissions on Gross Revenues derived from Payphones and the Inmate Telephone System at the rates provided below:

(i) Division of Aviation Facilities: Forty-two per cent (42%) of Gross Revenues generated at DOA Facilities.

(ii) Inmate Telephone System :

53.1 per cent of Gross Revenues generated by the ITS.

(iii) City Office Buildings and Facilities/public use Payphones at PPS facilities: One per cent (1%) of that portion of Gross Revenues generated by 0+ long distance calls at City Office Buildings and Facilities and Payphones for public use at PPS facilities.

(b) **Debit Calling Arrangements for ITS.** Contractor will pay Commissions to the City on debit calling accounts pursuant to which ITS calls are paid in advance for units of use, Contractor will pay a Commission at the rate of Fifty-three and one tenth per cent (53.1%) of the total amount deposited into a debit calling account. Debit calls will be at a 15% savings off of published rates.

4.2 Minimum Annual Guaranteed Commission (MAG); Monthly Commission Payments.

(a) Contractor shall pay the City the following Minimum Annual Guaranteed Commissions for each year of the Initial Term and any Additional Terms of the Contract not later than thirty (30) days following the contract execution, or in the event of Additional Terms, not later than thirty (30) days after the renewal of the Contract:

(i) For Payphones in Division of Aviation Facilities: \$200,000 for each year the Contract is in effect.

(ii) For Payphones in City Office Buildings and Facilities and public use Payphones at PPS facilities: \$1.00 for each year the Contract is in effect.

(iii) For the Inmate Telephone System: \$750,000 for each year the Contract is in effect.

(b) The rates contained in this Section 4.2 date back to April 1, 2008, the Effective Date of this Contract. Should any payments made by GTL as of April 1, 2008 but prior to the execution of this Contract equal a lower amount than the City would have been entitled to under the rates provided for in this Section 4.2, GTL shall, within thirty (30) days of execution of this contract, submit to the City any difference between the amounts paid to the City and the amounts the City would be entitled to as of April 1, 2008 pursuant to this Section 4.2. For each subsequent year, the MAG Commission payment as specified in Section 4.2(a)(i) above shall be due and payable not later than thirty (30) days following the first day of such year starting on the applicable anniversary of the Effective Date. MAG Commission payments as specified in Section 4.2(a)(ii)-(iii) above for the first year of the Initial Contract term will be paid not later than thirty (30) days following the Effective Date of this Contract; and thereafter shall be due and payable on the applicable anniversary of the Effective Date. (The term "Commission Year" will refer to each twelve month period commencing on the Effective Date or its anniversary.)

(c) If for any component of the Concession (Division of Aviation Facilities, Inmate Telephone System, or City Office Buildings and Facilities, respectively) the Gross Revenues multiplied by the applicable Commission Rate (the "Commission") results in an amount that is higher than the MAG specified in Section 4.2(a)(i)-(iii) above, Contractor shall pay the City the MAG plus the difference between the MAG and the Commission amount on a monthly basis, as follows: For each month the Contract is in effect, Contractor will calculate the total Commission due to the City, based on the applicable Commission Rate, for the Commission Year containing that month. Not later than the thirteenth day of each month, concessionaire shall submit a statement, certified to be true and correct by an authorized officer of concessionaire, of the prior month's aggregate Gross Revenues for all calls made from Contractor's Payphones for each of (i)-(iii) above. Commencing with the first month in any Commission Year for which the total Commission for the Commission Year exceeds the MAG, Contractor will pay the City, not later than the thirteenth day of the succeeding month, the Commission due for that month, based on the applicable Commission Rate; provided, that if any portion of the monthly Commission has already been paid as part of the applicable MAG payment, that portion may be deducted from the monthly payment; and provided further, that Commissions on the "per call compensation" portion of Gross Revenues will be paid every three (3) months as part of the applicable Commission payment for that month. On the last business day of the month following the last month of the preceding annual concession period, the vendor shall submit a certified statement to the City showing the total annual Gross Revenue and the total Commissions amounts due to the City for each of the components of the Concession as set forth in Section 4.1 above and the MAG Commissions set forth in Section 4.2(a)(i)-(iii) above from said year, aggregating the MAG payment and, for all months in which the Commission due exceeded the MAG payment, the amounts of the difference. Any additional payments due to the City from concessionaire are to be paid to the City on such day.

(d) Monthly Commission Payments and annual MAG payments will be delivered to the City on the required dates at the following locations, addressed to the attention of the designated persons:

- For the Inmate Telephone System, PPS Public Payphones, and City Office Buildings and Facilities:
Division of Technology
1234 Market Street, 18th Floor
Philadelphia, PA 19107
Attention: Joseph James, First Deputy Chief Information Officer

For Division of Aviation Facilities:
City of Philadelphia
241758
PO Box 8500
Philadelphia, PA 19178-1758

Copy to: Division of Technology
1234 Market Street, 18th Floor
Philadelphia, PA 19107
Attention: Joseph James, First Deputy Chief Information Officer

(e) If the Contractor fails to make any payments due hereunder within ten (10) days of the due date, the Concessionaire will pay the same with interest effective as of the first (1st) day after the due date at the pro-rated rate of one and one half percent (1-1/2%) per month until fully paid. If any payment remains unpaid for a period of ten (10) days after such payment becomes due, the City may by written notice declare Contractor in default, with a copy of said notice to the Contractor's surety bond for amount due. The Contractor shall be permitted the use of the cure period for financial default a total of three (3) times during the term of this Contract. If Contractor is declared in default for a fourth time in accordance with this paragraph, the City may confess judgment upon the Contractor's surety bond for all amounts due and terminate the Contract forthwith and without further notice, and the City shall be free to exercise all other remedies set forth in this Contract.

Subject to this Section 4.2(e), if any payment owed under this Contract shall remain unpaid on any day when the same ought to be paid, the Contractor empowers any prothonotary or attorney of any Court of Record to appear for the Contractor in any and all actions which may be brought for payments and/or the charges, fees, costs, and expenses agreed to be paid by the Contractor, and/or to sign for the Contractor an agreement for entering in any competent court an amicable action or actions for the recovery of the payment or other charges or expenses, and in said suits or in said amicable action or actions to confess judgment against the Contractor for all or any part of the payment for the entire unexpired balance of the term of the Contract and/or the charges, fees, costs and expenses agreed to be paid by the Contractor, and for interest and costs together with an attorney's commission of five percent (5%). Such authority shall not be exhausted by one exercise thereof, but judgment may be confessed as aforesaid from time to time as often as any of said payments and/or other charges shall fall due or be in arrears, and such powers may be exercised as well after the expiration of the original term and/or during any extension or renewal of this contract.

(f) Time shall be of the essence with respect to payments due to the City under this Contract. All payments are due by 4:00P.M. on the due date. Any payment that is submitted by the Contractor to cure a financial default must be received no later than 4:00P.M. on the final day of the cure period.

(g) Contractor shall, by April 30th of each year, or at such other intervals as the City may prescribe, submit to the City an audit report certified by an independent certified public accountant stating that, in the accountant's opinion, payments for all fees and charges due hereunder for the preceding year were made in accordance with the terms of this Contract.

4.3 **No Cost to City.** Contractor shall be solely responsible for all costs required to furnish, install, implement, and operate all PPTs and the Inmate Telephone System in accordance with this Contract, and in no event shall the City be liable to Contractor for payment of any cost relating thereto, or any other cost of Contractor performing the Work required under this Contract, except as expressly provided otherwise in the Contract.

4.4 **Prevailing Wages.** This Contract and all installation work and repair work involving the installation or repair of any wires or cables performed under the Contract is subject to the terms and conditions relating to Prevailing Wage Rates set forth in Appendix C. Such terms and conditions are hereby incorporated in this Section 4.4 as if fully set forth in this Section.

4.5 **Intentionally omitted.**

4.6 **Audit and Revenue Reporting Requirements.**

4.6.1 **Revenue and Commission Reports.** Contractor shall provide revenue and Commission reports each month to the Philadelphia Prison System for the Inmate Telephone System, to the Division of Aviation for PPTs located in Division of Aviation Facilities, and to the Division of Technology for PPTs located in other City facilities. All reports shall be in form and content as required by the Division of Technology, and at a minimum shall include the following reports and information. All reports shall be submitted both in paper form and in electronic form, using software and in a format specified by the City. All reports will be submitted within thirty (30) days following the month to which the report applies.

(a) Reports for telephone generated revenues – to include at a minimum:

- Monthly Gross Revenue generated by each telephone by sent-paid and non-sent-paid categories.
- Monthly Gross Revenue generated by each telephone by sent-paid and non-sent-paid categories, summarized by location.
- Monthly Gross Revenue generated by each telephone by sent-paid and non-sent-paid categories, summarized by agency.

(b) Reports for telephone generated commissions – to include at a minimum:

- Monthly Gross Revenue generated by each telephone by revenue category, i.e., local, intraLATA, and interLATA, with accompanying commissions calculated by telephone.

- Monthly Gross Revenue generated by each telephone by revenue category, i.e., local, intraLATA, and interLATA, with accompanying commissions calculated by telephone and summarized by location.
- Monthly Gross Revenue generated by each telephone by revenue category, i.e., local, intraLATA, and interLATA, with accompanying commissions calculated by telephone and summarized by agency.

All reports required under this subsection (b) will include "per call compensation" revenues to the most recent date available.

(c) Custom reports: Contractor will develop additional reports as may be reasonably required by the City and will submit such reports monthly, or on a different schedule agreed to by the City and Contractor.

(d) Monthly summary: A monthly report summarizing the above information for stations in each City agency in which PPTs are located and for the Inmate Telephone System will be submitted to the Division of Technology.

(e) Six (6) month detailed reports: A complete set of the detailed reports identified under subsection (b) above shall be supplied to the Division of Technology at six (6) month intervals commencing six (6) months after the Effective Date of the Contract.

4.6.2 **Independent Audit.** The Contractor shall perform audits, at its expense, each calendar year, of all Gross Revenue and Commissions generated in the previous calendar year by PPTs located in the Philadelphia Prison System, Division of Aviation Facilities, and City Office Buildings and other City facilities. The audit shall be completed within 90 days of the end of the previous calendar year. The audit shall be conducted by an independent auditor selected by Contractor and subject to approval by the City, which approval shall not unreasonably be withheld. Contractor shall notify the City of the audit report date prior to commencement of the audit. The audit report shall be signed and sealed by a Certified Public Accountant (CPA) licensed to practice in the Commonwealth of Pennsylvania, and shall include and validate all Gross Revenue and Commissions reported to the City. The audit report shall be delivered to the City's Project Manager within 100 days of the end of the previous calendar year. In addition to such independent audit and the right to audit provided in Section 4.6.3, the City shall have the right to audit all Gross Revenues and Commissions generated by any Payphone located at any City facility. Contractor shall make available to the City all records of Payphone activities within ten (10) business days of the City's request. If an audit reveals that the County has been paid less than the amount owed under this Contract, the Contractor shall reimburse the County for said amount plus 10% interest (annual percentage yield) accrued.

4.6.3 City Right To Audit Records. From time to time during the term of the Contract and for a period of five (5) years after termination of the Contract, the City (including, without limitation, the Office of the City Controller) may audit Contractor's performance under the Contract. If so requested, Contractor shall submit to the City all vouchers and invoices presented for payment pursuant to the Contract, all cancelled checks, work papers, books, records and accounts (whether in electronic, paper, or other form or medium) upon which the vouchers or invoices are based, and any and all documentation and justification in support of expenditures or fees incurred pursuant to the Contract. All such vouchers or invoices, work papers, books, records, accounts, cancelled checks, documentation and justification shall be subject to periodic review and audit by the City. Contractor shall make available, within the City, at reasonable times during the term of the Contract and for the period set forth above in this Section 4.6.3, all records (whether in electronic, paper, or other form or medium) pertaining to the Contract for the purpose of inspection, audit or reproduction by any authorized representative of the City. Contractor shall retain all such records, books of account and documentation pertaining to invoices, payments, and/or the documentation thereof under the Contract, for the period set forth above in this Section 4.6.3; however, if any litigation, claim or audit is commenced prior to expiration of such period, then the records shall be retained until all litigation, claims or audit findings have been completely terminated or resolved, without right of further appeal; if applicable law requires or permits a longer period, then the records shall be retained for such longer period.

Article 5. Project Schedule.

5.1 Project Schedule.

(a) Contractor shall commence installation of PPTs in Division of Aviation Facilities and City Office Buildings and Facilities on the dates specified in the City's written notice to proceed (such date and notice are referred to generally as the "Notice to Proceed" and the "Notice Date") issued by the DOA, for DOA Facilities, and by the Division of Technology for City Office Buildings and Facilities. Contractor shall commence installation of the Inmate Telephone System on the Notice Date specified in the Notice to Proceed issued jointly by the Philadelphia Prison System and Division of Technology.

(b) Not later than five (5) business days following the Notice Date in the applicable Notice to Proceed, Contractor will submit to the City's Project Manager a separate Project Schedule (also referred to herein as the "Implementation Plan") for the Inmate Telephone System, for the Work to be performed in Division of Aviation Facilities, and for the Work to be performed in City Office Buildings and Facilities. Each Project Schedule will include at least the major milestones identified for each component of the Work described in Appendix A (Statement of Work), Appendix B (Service Level Agreement), Appendix E (RFP), and Appendix F (Proposal). Any conflicting terms and conditions shall be resolved in accordance with Section 17.1,

Contract Documents; Order of Precedence. Each Project Schedule will incorporate such further major milestones and such and definition and itemization of tasks and activities as the City's Project Manager may require for the City's efficient management of the Project; and will provide a start date and completion date for each major milestone and each task/activity. The term "Project Milestone" as used in the Contract Documents shall refer generally to the major milestones in each Project Schedule, as agreed to and approved by the City's Project Manager. Each Project Schedule shall be subject to the written approval of the City's Project Manager, and in no event will Work commence on the Inmate Telephone System, or in DOA Facilities, or in City Office Buildings and Facilities unless and until such written approval has been issued by the City. Each Project Schedule will be updated at least twice a month and the updated Schedule delivered to the City on the first and fifteenth business day of each month until the Work is completed.

No change in any Project Schedule approved by the City may be made except by Change Order executed by both the City and Contractor. Contractor acknowledges and agrees that time is of the essence with respect to its performance of this Contract and completion of the Project as a whole, and completion of the Inmate Telephone System, installation of Payphones and commencement of Payphone Services in Division of Aviation Facilities, and installation of Payphones and commencement of Payphone services in City Office Buildings and Facilities.

5.2 City's Right to Perform In the Event of Uncured Contractor Delay. In the event Contractor fails to complete any Project Milestone by the due date specified in the Project Schedule, where such failure is not predominately due to actions or inactions of the City, the City may, in its sole discretion, provide Contractor with written notice of such failure, specifying, in reasonable detail, the tasks, activities, or Software delivery/installation and other elements of the Work Contractor failed timely to complete. If Contractor does not complete the Milestone within thirty (30) calendar days following the date of the City's notice, or such later date as the City may agree is reasonably required to complete the tasks using reasonable diligence, the City may, in its sole discretion (1) perform the untimely Work itself, in which case Contractor shall continue performance of the Contract but shall be liable for all costs incurred by the City in performing the untimely Work (and the City may, in its sole discretion deduct such costs from any payment that is or becomes due to Contractor under the Contract); or (2) terminate this Contract for default and exercise any of its remedies under Article 13 (*Termination*). Nothing contained in this Section 5.2 shall in any way obligate the City to perform any of the Work itself or relieve Contractor of its obligation to perform the Work in accordance with the Contract, nor shall Contractor be relieved of such obligation in the event the City elects to perform any or all of the Work under this Section 5.2. The remedies provided in this Section 5.2 shall be in addition to, and not in lieu of, and shall not limit or alter, the City's remedies provided in Article 13 (*Termination*).

5.3 Liquidated Damages for Delay.

(a) **For Delay in Project Schedules.** Contractor acknowledges and agrees that the City will incur costs and damages for each day that Contractor fails to achieve a Project Milestone by the due date provided for the Milestone in any Project Schedule. The parties acknowledge and agree that the amount of damages incurred by the City due to such delay will be extremely difficult to fix. The parties agree that one thousand Dollars (\$1,000.00) for each calendar day that the Contractor fails to meet any Project Milestone in any Project Schedule constitutes a reasonable estimate of the costs and damages the City will incur as a result of such failure by Contractor, and Contractor agrees that it shall pay to the City, as liquidated damages and not as a penalty, one thousand dollars (\$1,000.00) for each day that the Contractor fails to meet any Project Milestone. The City's receipt of such liquidated damages for any such delay by Contractor shall not limit, alter, or affect any other legal remedy the City may have for breach of this Contract, by failure to comply with the due dates for any Project Milestone or otherwise, and notwithstanding anything to the contrary in this Section 5.3, the City shall have the right to seek delay damages from Contractor in addition to any liquidated damages incurred by Contractor pursuant to this Section. Provided, however, (i) that for each the three components (Airport, Prisons, and City Buildings) of the concession, no more than one liquidated damages assessment shall be made for a single calendar day, so that the maximum daily liquidated damages incurred by Contractor pursuant to this Section 5.3(a) shall be one thousand dollars (\$1,000.00) for each of the three components, i.e. three thousand dollars (\$3,000.00) total per day; (ii) that the maximum total liquidated damages payable by Contractor under this Section 5.3(a) from any and all causes shall be one hundred thousand dollars (\$100,000.00) and (iii) that liquidated damages shall only be paid where City provides written notice to Contractor of Contractor's failure to meet a Milestone within ten (10) calendar days of the missed Milestone date.

(b) **For Delay in Delivery of Commission Payments, Independent Audit Reports, or Revenue and Commission Reports.** Contractor acknowledges and agrees that the City will incur costs and damages for each day that Contractor fails to deliver a Commission payment or a financial report required under the Contract by the due date provided for in the Contract. The parties acknowledge and agree that the amount of damages incurred by the City due to such delay will be extremely difficult to fix. The parties agree that the amounts in the following schedule constitute reasonable estimates of the costs and damages the City will incur as a result of such failure by Contractor, and Contractor agrees that, except for reports (but not commission payments) delivered to the City within a grace period of seven days following the due date, Contractor shall pay to the City, as liquidated damages and not as a penalty, the specified amount for each day following the due date that the Contractor fails to meet the deadline for the specified submission, as provided in Sections 4.2(b)-(c) for Commission payments, in Section 4.6.2 for Independent Audit Reports, and in Sections 4.6.1 for Revenue and Commission Reports:

Commission Payments:	\$1,000.00 per calendar day
Independent Audit Report:	\$ 500.00 per calendar day

Revenue and Commission Reports: \$ 100.00 per calendar day

The City's receipt of such liquidated damages for any such delay by Contractor shall not limit, alter, or affect any other legal remedy the City may have for breach of this Contract, by failure to comply with the due dates for any Commission Payment, Independent Audit Report, or Revenue or Commission Report or otherwise, and notwithstanding anything to the contrary in this Section 5.3, the City shall have the right to seek delay damages from Contractor in addition to any liquidated damages incurred by Contractor pursuant to this Section. Provided, however, that the maximum total liquidated damages payable by Contractor under this Section 5.3(b) from any and all causes shall be one hundred thousand dollars (\$100,000.00).

5.4 Extension of the Time of Performance. Contractor shall be entitled to a reasonable extension of the time of performance, the length of which shall be determined by the City, for delays to its performance that are in no way the fault or responsibility of Contractor; provided, however, that no such extension shall be granted unless a written request, setting forth in reasonable detail the grounds therefor, is received by the City no less than seven (7) calendar days in advance of any Project Milestone and within ten (10) calendar days following the conclusion of the events giving rise to such alleged delay, or at such time that it is reasonably apparent that an extension of time will be required. Contractor's sole and exclusive remedy for costs or damages arising from any delay to its performance, whether or not caused by any act or omission of the City, Contractor, or others, shall be an extension of the time of performance; and in no event shall Contractor be entitled to payment or compensation of any kind from the City for any such costs or damages, including, without limitation, costs or damages related to or resulting from acceleration of the work, loss of productivity, field or home office overhead, or loss of profit, whether related to the Work and this Contract or to any other work or contract, actual or potential, of Contractor.

5.5 Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract, or to enjoy any of its benefits, because of natural disaster, any act of God, war, civil disturbance, court order, strikes, boycotts, labor disputes, embargoes, acts of the public enemy, acts of superior governmental authority, criminal acts or terrorism, or sabotage, (hereinafter referred to as a "Force Majeure Event"), the party that has been so affected shall not be deemed to be in default of any of its obligations hereunder. The affected party shall immediately give notice to the other party; and shall exercise every commercially reasonable effort to resume performance. Contractor shall not be in default under Section 13.2, *Termination for Default*, if any event of default as provided therein is the result of a Force Majeure Event and its occurrence is without the fault or negligence of Contractor. The City shall not be liable to Contractor for any failure to perform any of its obligations under the Contract if such failure is the result of a Force Majeure Event and its occurrence is without the fault or negligence of City.

Article 6. Project Management.

6.1 Project Managers. Contractor and City shall each designate a qualified Project Manager prior to Contractor's commencement of the Project. The City may, in its discretion, designate a different individual as Project Manager for each of the Divisions of Aviation Facilities, City Office Buildings and Facilities, and Inmate Telephone System, in which case the term "City Project Manager" shall be deemed to mean the Project Manager for the applicable component of the Work. Contractor's initial Project Manager shall be subject to City approval, which shall not be unreasonably withheld, provided that the individual proposed by Contractor is professionally and technically qualified. Contractor's initial Project Manager shall not be terminated or reassigned by Contractor, unless requested by City as provided in this Section 6.1, prior to completion of installation of the Project, Final Acceptance of all Payphones at the Airport and in the City Buildings, and thirty days following the Reliability Period or the Second Reliability Period, if any, for the Inmate Telephone System. Any different Project Manager appointed by Contractor shall be subject to the City's written approval. At any time during the Project, the City may, for reasonable cause, request, in writing, the removal and replacement of Contractor's Project Manager, and Contractor shall comply with such request within ten (10) business days of receipt of the request.

Contractor's initial Project Manager shall be:

Joann Muraglia
Mid Atlantic Consultants
8 Prince Andrew Court
Marlton, NJ 08053
Tel: 856-988-1570

Contractor's Project Manager shall be available to handle all Project related matters during the installation phase by pager and cellular or wireless telephone, as well as by land-line telephone and facsimile. Contractor will arrange to have someone with decision-making authority available on a 24-hour basis, seven days a week, by pager and cellular or wireless telephone, as well as by land-line telephone and facsimile.

6.2 Project Status Meetings. During the installation phase of the Project, Contractor's Project Manager shall meet with the City's Project Manager(s) and Project personnel at least once a week (or less frequently if approved by the City's Project Manager), at a time and location as mutually agreed by the parties, to review the status and progress of the Work. Project managers for all subcontractors and suppliers of Contractor who are then performing work for the Project or whose work affects the status of the Project shall attend the Project Status Meeting if reasonably requested by the City's Project Manager.

6.3 Progress Reports. During the installation phase of the Project, Contractor shall submit a written Progress Report to the City's Project Manager, on the first and fifteenth business day of each month, including at least the following information:

- all Work completed (itemized by task and activity), delivered and/or installed during the preceding month and to be delivered and/or installed during the coming month;
- the Project Milestones completed during the preceding month, the number of days completion was early or late, according to the Project Schedule, and where late, the reasons for the lateness; the Project Milestones to be completed in the coming month, together with the number of days completion is projected to be early or late, and where late, the reasons for the lateness;
- Contractor's CPM schedule, updated as of the last business day of the preceding month;
- all anticipated impacts to City operations.

Article 7. Acceptance.

7.1 Inmate Telephone System.

7.1.1 Conditional Acceptance – Inmate Telephone System.

(a) Contractor shall notify the City in writing when Contractor contends that all Work comprising a Project Milestone is completed and ready for Conditional Acceptance by the City. Within thirty (30) days following receipt of Contractor's written notice, or a shorter time if agreed to by the City in writing, the City shall issue its written statement of Conditional Acceptance of the Milestone, or its written notice that the Work comprising the Milestone is not Conditionally Accepted. Conditional Acceptance will not be unreasonably withheld provided that all Work comprising the Milestone is completed and conforms to the Conditional Acceptance Standards, as defined in Section 7.1.1(c), and successfully completes all applicable Conditional Acceptance Tests (as defined in Section 7.1.3, in accordance with the Conditional Acceptance Test Plan(s) .

(b) In the event any Work comprising a Milestone is rejected by the City, the City shall, in its notice of rejection, specify in reasonable detail the reasons for the rejection, including a description of the defects on which the rejection is based. Contractor shall, within five (5) business days following receipt of the City's notice, deliver to the City its plan for correcting all defects identified in the City's notice. Upon the City's written approval of the plan of correction, Contractor shall proceed to correct the defective Work in accordance with the approved plan and shall complete all corrections within thirty (30) calendar days following receipt of the City's approval of the plan, or such longer period as the City may agree to in writing (the "First Correction Period").

However, in the event that the Work comprising a Milestone is rejected and the failure of the Work creates exigent circumstances such that the City determines there is a security risk to Prison Inmates and/or Prison personnel (such risks understood to include but not be limited to a threat of assault or riot or other disturbance that presents a risk of physical harm), Contractor shall immediately be notified of the rejection and the exigent circumstances and Contractor shall use its best efforts to complete the correction of the defective Work within 48 hours of such notification. Upon completion of the corrections, Contractor shall notify the City in writing of such completion. The City shall determine whether the corrected Work complies with the Conditional Acceptance Standards and applicable Conditional Acceptance Tests, and issue its written notice of Conditional Acceptance or rejection of the corrected work to Contractor. If Contractor fails to correct the Work for any Milestone in accordance with this Article 7, or should the exigency of the situation require immediate repairs or replacement of any of the Work comprising a Milestone before Contractor can be notified of the City's rejection or can complete corrections as provided in this Article 7, then the City shall have the right to make the necessary repairs or replacements with its own personnel or through third parties, and Contractor shall be liable for all costs incurred by the City for such repairs or replacements. The remedies provided in this Section 7.1 shall be in addition to and not in lieu of, and shall not in any way limit or alter, the remedies of the City provided in Article 13 (*Termination*).

(c) The Conditional Acceptance Standards for each Milestone to be Conditionally Accepted shall consist of those elements of the following items that apply to the Work comprising the Milestone, as identified in the Statement of Work:

(1) the applicable descriptions of functionality and performance and all standards of performance that are set forth in the Statement of Work (Appendix A), the Performance Standards, the Functional Requirements, and elsewhere in this Contract;

(2) the Documentation;

(3) the applicable manufacturer's (including, without limitation, Contractor's, where applicable) most current published specifications for Equipment, Software, and Deliverables;

(4) all applicable elements of the design documents prepared by Contractor under the Contract, including, without limitation, the Preliminary Design and Detailed Design; and

(5) the test criteria and standards of performance set forth in the applicable Test Plan(s) (as defined in Section 7.1.3, *Acceptance Test(s); Test Plan(s)*) that are accepted and approved by the City.

7.1.2 Final Acceptance – Inmate Telephone System.

(a) Contractor shall notify the City in writing when Contractor contends that all Work required for the Inmate Telephone System is completed and that the System is ready for Final Acceptance Test. Following receipt of such notice, the City shall establish a schedule for commencing and conducting the Final Acceptance Test(s); the commencement date shall be not more than thirty (30) calendar days following the date on which the City receives Contractor's notice except as may be agreed otherwise by the parties. The Inmate Telephone System shall not be Finally Accepted unless and until all of the following conditions are satisfied:

- The Equipment, Software and other components of the Inmate Telephone System and all related components of the Project function together as an integrated whole in accordance with the Final Acceptance Standards;
- The Inmate Telephone System successfully completes the Final Acceptance Test(s) in accordance with the Final Acceptance Test Plan(s), as approved by the City; and
- The Inmate Telephone System successfully completes the Reliability Period.

(b) The Final Acceptance Standards for the Inmate Telephone System shall consist of the following:

(1) the descriptions of functionality and performance and all standards of performance that are set forth in the Statement of Work (Appendix A), the Performance Standards, the Functional Requirements, and elsewhere in this Contract;

(2) the Documentation;

(3) the manufacturer's (including, without limitation, Contractor's, where applicable) most current published specifications for all Equipment, Software, and Deliverables;

(4) all design documents prepared by Contractor under the Contract, including, without limitation, the Preliminary Design and Detailed Design; and

(5) the test criteria and standards of performance set forth in the Test Plan(s) (as defined in Section 7.1.3, *Acceptance Test(s); Test Plan(s)*) that are accepted and approved by the City.

7.1.3 Acceptance Test(s); Test Plan(s) – Inmate Telephone System. The Equipment, Software, Services and Deliverables comprising each Milestone in the Project Schedule shall be subject to conditional acceptance testing as approved and accepted by the City (the "Conditional Acceptance Tests"); and the Equipment, Software, Services and Deliverables as an integrated system shall be subject to final

acceptance testing as approved and accepted by the City (the "Final Acceptance Tests"). No Conditional or Final Acceptance Test or other test of the Equipment, Software, Services and Deliverables shall commence unless and until Contractor has delivered and the City has accepted and approved, in writing, Contractor's written plan or plans setting forth, for the Conditional Acceptance Test(s) and the Final Acceptance Test(s), a test method and criteria and standards of performance that must be satisfied for the test to be successful (collectively, the "Test Plan(s)"). The Test Plan(s) shall include, without limitation, test methods and criteria and standards of performance for all Project Milestones, and all elements of the System provided in the Statement of Work and Functional Requirements; shall conform to the test requirements set forth in the Statement of Work; and shall fully test the System for conformance to the Performance Standards and other Conditional Acceptance Standards (in the case of Conditional Acceptance testing) and/or Final Acceptance Standards (in the case of Final Acceptance testing). The Test Plan(s) shall be Deliverables under the Contract.

7.1.4 Reliability Period – Inmate Telephone System. It shall be a condition of Final Acceptance that the completed and fully integrated Inmate Telephone System function in conformance with the Final Acceptance Standards and without failure or interruption for a period of one hundred and twenty (120) consecutive calendar days, commencing on the day following successful completion of the Final Acceptance Test. In the event the System suffers failure or interruption prior to the expiration of such period (the "Reliability Period"), Contractor shall remedy the failure and the defects that caused the interruption, and a new one hundred and twenty (120) consecutive calendar day Reliability Period (the "Second Reliability Period") shall begin on the day that Contractor notifies the City that the remedy has been completed. In the event the System does not successfully complete the Second Reliability Period, the City may, at its sole discretion, terminate the Contract for default and exercise any one or more of the remedies provided to the City in Article 13 (*Termination*).

7.1.5 Operation of Inmate Telephone System Before Successful Completion of Conditional and Final Acceptance Tests and Before Final Acceptance. Contractor may operate the ITS, including collection and retention of charges and payment of commissions as required, during the period before successful completion of the Conditional and Final Acceptance Tests and Final Acceptance of the ITS by the City.

7.2 Acceptance - Division of Aviation Facilities. In cooperation with Contractor, and based upon Contractor's schedule for installation of Payphones at the DOA Facilities, the City shall schedule a review of the Payphones and the Payphone Services, which review may be done in phases as the Payphones are consecutively installed in portions of the DOA Facilities. If the installation of Payphones and provision of Payphone Services are in compliance with this Contract, the City shall, within a commercially reasonable time, issue one or more written statements of acceptance for the Payphones, the installation of related equipment, cabling, and network components, and all Work related thereto, which statement(s) of acceptance may be issued in

phases or for a part of the Work only to evidence acceptance of Payphones and other Work in portions of the DOA Facilities, or to evidence acceptance of a part of Contractor's Work. The City may, at its discretion, require Contractor to submit for the City's approval test plans for Payphones, services to be provided through the Payphones, and all related Work. If the City requires such test plans, the City's written acceptance of Payphones and related Work will be conditioned on the successful completion of the test plans, as approved by the City in writing. Contractor may operate the Payphones, including collection and retention of charges and payment of commissions as required, during and throughout the period during which the City reviews its acceptance of the Payphones.

7.3 Acceptance - City Office Buildings and Facilities. In cooperation with Contractor, and based upon Contractor's schedule for installation of Payphones at the City Office Buildings and Facilities, the City shall schedule a review of the Payphones and the Payphone Services, which review may be done in phases as the Payphones are consecutively installed in portions of the City Office Buildings and Facilities. If the installation of Payphones and provision of Payphone Services are in compliance with this Contract, the City shall, within a commercially reasonable time, issue one or more written statements of acceptance for the Payphones, the installation of related equipment, cabling, and network components, and all Work related thereto, which statement(s) of acceptance may be issued in phases or for a part of the Work only to evidence acceptance of Payphones and other Work in portions of the City Office Buildings and Facilities, or to evidence acceptance of a part of Contractor's Work. The City may, at its discretion, require Contractor to submit for the City's approval test plans for Payphones, services to be provided through the Payphones, and all related Work. If the City requires such test plans, the City's written acceptance of Payphones and related Work will be conditioned on the successful completion of the test plans, as approved by the City in writing. Contractor may operate the Payphones, including collection and retention of charges and payment of commissions as required, during and throughout the period during which the City reviews its acceptance of the Payphones.

7.4 Use or Acceptance of Commission Payments Shall Not Constitute Acceptance; Project Schedule Not Waived. In no event shall the operation or use of the Inmate Telephone System, any Payphone, or any portion of the Work by the City or Contractor prior to Final Acceptance of the ITS in accordance with Section 7.1, or acceptance of the Work in accordance with Sections 7.2 or 7.3 for DOA Facilities and City Office Buildings and Facilities, whether for production, testing or other evaluation, revenue, or any other purpose, constitute Conditional Acceptance or Final Acceptance or other acceptance of the portion of the ITS or other Work used or operated. In no event shall the City's acceptance of Commission payments for the ITS or any Payphone constitute Acceptance of the ITS, Payphone(s), or other Work for which payment is accepted, or in any way limit, alter, or waive any of the City's rights or Contractor's obligations under this Article 7. Nothing contained in this Article 7 shall limit, alter, or

excuse Contractor's obligations to perform the Project and all Project Milestones in accordance with the Project Schedule.

Article 8. Changes. At any time during the term of this Contract, the City and/or the Contractor may, without invalidating the Contract, make changes in any of the Equipment, Software, Documentation, Services and/or Deliverables required for the Project, within the general scope of the Contract as set forth in Article 3 (*Scope of Work*), including, without limitation, the addition or deletion thereof, and changes in the time of performance; provided, however, as follows: (i) All such changes shall be made in accordance with the terms and conditions of this Article 8 and the other provisions of the Contract, and shall be by "Change Order," which shall be a written order or request that is accepted and agreed to by both the City and Contractor, as evidenced by the signatures of both the City's Project Manager and Contractor's Project Manager. (ii) If any such change causes an increase or decrease in the cost or the time required for the performance of the Contract, an equitable adjustment of the Contract amount and/or time of performance will be made, and will be incorporated as part of the Change Order, subject to the following condition: In no event shall the City be liable to Contractor for additional compensation for any alleged change to the Work for which the City has not signed a Change Order. A Change Order shall set forth the Contract of Contractor and the City on all of the following: (i) a change in the Work; (ii) the amount of adjustment in the Project Price, if any; and (iii) any adjustment in the time of performance.

Article 9. Warranty.

9.1 Inmate Telephone System.

9.1.1 Warranty; Warranty Standards. Contractor warrants that throughout the Initial Term and any Additional Terms of the Contract, – hereinafter, the "Warranty Period" – all Equipment, Software, Documentation, Services, and Deliverables furnished for the Inmate Telephone System, whether by itself or by its Subcontractors and suppliers, shall be free from defects and errors in material, design, workmanship, and execution, and shall function together as an integrated system in conformance with the Conditional and Final Acceptance Standards (collectively the "Warranty Standards"): (1) the descriptions of functionality and performance, and all standards of performance that are set forth below in this Article 9, in the Statement of Work (Appendix A), the Performance Standards, the Functional Requirements, and elsewhere in this Contract; (2) the Documentation; (3) the manufacturer's (including, without limitation, Contractor's, where applicable) most current published specifications for all Equipment, Software, and Deliverables; (4) all design documents prepared by Contractor under the Contract, including, without limitation, the Preliminary Design and the Detailed Design, as approved and accepted by the City; and (5) all acceptance criteria, including without limitation, test criteria and standards of performance specified in Article 7 (*Acceptance*) and/or in the Statement of Work, including, without limitation, any such criteria or

standards of performance set forth in the "Test Plan(s)" (as defined in Article 7 (Acceptance) that are accepted and approved by the City. If the last day of the Warranty Period falls on a Saturday, Sunday, national holiday, state holiday, or City holiday, the Warranty Period shall be deemed to be extended until midnight of the next business day. All Equipment and Software shall be new (except for any enclosures or other Equipment of previous contractor which City and Contractor agree may continue to be used), merchantable and fit for the purposes intended, as specifically set forth in the Statement of Work and elsewhere in this Contract.

9.1.2 Defects and Errors. During the Warranty Period, at no cost to the City, Contractor shall furnish all materials and services (including, without limitation, all on-site diagnosis and analysis of problems and defects) necessary to correct defects and errors in the Payphones and other Equipment, Software, Documentation, Services, and Deliverables furnished for the Project and cause them to operate in accordance with the Warranty Standards. Contractor shall correct errors, defects, and non-conformances with the Warranty Standards in accordance with Section 3.11, *Terms and Conditions for Maintenance and Support Services*.

9.2 Division of Aviation Facilities; City Office Buildings and Facilities. Contractor hereby warrants and represents that all Payphones and related Equipment and Work provided under this Contract shall be new and unused, or in a condition substantially equivalent to new and unused Payphones, Equipment, and Work; and that said Payphones, Equipment, and Work, throughout the Initial and any Additional Terms of the Contract, shall be (i) free from defects in materials and workmanship and be in good working order, and (ii) conform to and function in accordance with the requirements of the Statement of Work, Contractor's Proposal, the RFP, all applicable Warranty Standards, and the Original Equipment Manufacturer's published specifications. All parts shall be of high-quality workmanship and no part or attachment shall be substituted or applied contrary to the manufacturer's recommendations and/or standard industry practices. The warranty provided in this Section 9.2 is in addition to, and not in lieu of, the other warranties set forth in the Contract. Contractor further warrants and represents that throughout the Initial and any Additional Terms of the Contract, all Payphone Services that are provided by means of or through such Payphones, Equipment, and Work, and are furnished by Contractor or are within Contractor's control, shall be free of defects and deficiencies and shall conform to the requirements of the Statement of Work. At no cost to the City, Contractor shall furnish all materials and services (including, without limitation, all on-site diagnosis and analysis of problems and defects) necessary to cause Payphones, Payphone Services, Equipment, and related Work to remain in compliance with the terms of this Section 9.2. Contractor shall correct defects, and non-conformances with the Warranty Standards in accordance with Section 3.11, *Terms and Conditions for Maintenance and Support Services*.

9.3 Power To Grant Rights and Furnish Software and Equipment. Contractor represents and warrants (i) that it has full authority, power, and right to

furnish to the City and/or use to perform this Contract all Equipment, Software, Documentation, Services, and Deliverables which are required under this Contract to implement and operate the Inmate Telephone System and to provide PPTs and Services to Division of Aviation Facilities and City Office Buildings and Facilities, without any restriction or condition affecting the performance of the Contract; and (ii) that such authority, power, and right includes title, or sufficient license and other proprietary rights, to all such Equipment, Software, Documentation, Services, and Deliverables furnished to the City and/or used to perform this Contract ; and (iii) that Contractor has not previously granted any rights that are inconsistent with the rights to be granted to the City in relation to any such, Equipment, Software, Documentation, Services, or Deliverables or are required for Contractor to perform the Contract.

9.4 Compliance With Codes and Standards. Contractor represents and warrants that all Equipment, Software, Documentation, Services, and Deliverables which are a part of the Project shall conform to all applicable building, fire, electrical and other codes and standards. The foregoing warranty shall be effective throughout the term of the Contract. The warranty set forth in this Section 9.4 shall not limit or alter any standard manufacturer's warranty for any Equipment, Software, Documentation, Services, or Deliverables which are a part of the Project. Any material failure to comply with this Section 9.4 shall be deemed to be a defect and error subject to Section 9.2 above and an event of default pursuant to Article 13 (*Termination*), entitling the City to exercise any remedy set forth therein.

9.5 RESERVED

9.6 Compatibility of ITS. Contractor and City agree and acknowledge that, to the best of their knowledge and information, the Inmate Telephone System will be compatible with, and will interface and exchange data with, the Philadelphia Prison System – Integrated Jail Management System (IJMS) without causing defects or errors in the data or operations of the ITS or the IJMS. In the event that either party discovers defects or errors in the data or operations of their respective systems resulting from the exchange of data between the systems, each party shall cooperate with the other, in a commercially reasonable manner, to eliminate such defects or errors. Contractor will bear the costs of modifying or repairing either system, to the extent that the costs do not exceed thirty five thousand dollars (\$35,000.00).

9.7 Limitation. THE FOREGOING WARRANTIES ARE MADE EXPRESSLY IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES; PROVIDED, HOWEVER, THAT NOTHING CONTAINED IN THIS ARTICLE 9 SHALL LIMIT OR ALTER CONTRACTOR'S INDEMNIFICATION AND OTHER OBLIGATIONS PROVIDED IN ARTICLES 10 (*INDEPENDENT CONTRACTOR; INDEMNIFICATION*) AND 15 (*CENTURY DATE STANDARD*), AND 5.1 (*PROJECT SCHEDULE*), OR ANY OTHER EXPRESS WARRANTY PROVIDED ELSEWHERE IN THE CONTRACT.

Article 10. Independent Contractor; Indemnification.

10.1 **Independent Contractor.** Contractor is an independent contractor and shall not in any way or for any purpose be deemed or intended to be an employee or agent of the City. Neither Contractor nor its employees or Subcontractors shall in any way represent that they are acting as employees, officials or agents of the City.

10.2 **Indemnification.** Contractor shall indemnify, defend and hold harmless the City, its officers, employees, contractors, consultants, and agents, from and against any and all losses, costs (including, but not limited to, litigation and settlement costs and counsel fees), claims, suits, actions, damages, liability and expenses, occasioned wholly or in part by Contractor's act or omission or negligence or fault, or the act or omission or negligence or fault of Contractor's agents, Subcontractors, suppliers, employees or servants in connection with the Contract, including, but not limited to, those in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, intentional acts, failure to pay such Subcontractors or suppliers, or any breach of the Contract, and any infringement or violation of any proprietary right (including, but not limited to, patent, copyright, trademark, service mark and trade secret). This obligation to indemnify, defend and hold harmless the City, its officers, employees and agents, shall survive the termination of the Contract. Nothing in this Section 10.2 is intended to limit or otherwise affect Appendix G (Recording Disclaimer).

10.3 **Patent, Copyright And Other Proprietary Rights Indemnity**

(a) In the event of any claim by any third party against the City alleging that any Equipment, Software, Documentation, Services or Deliverables furnished by Contractor under this Contract (collectively referred to in this Section 10.3 as "Indemnified Work") infringes or misappropriates any patent, copyright, trademark, service mark, or trade secret, Contractor shall defend or settle such claim at Contractor's expense, and Contractor shall pay all Damages that a court may award against the City in such suit. The City: (i) must notify Contractor in writing promptly upon learning of any claim or suit for which indemnification may be sought, provided that failure to do so shall have no effect except to the extent Contractor is prejudiced thereby; (ii) shall have the right to participate in such defense or settlement with its own counsel and at its sole expense, but acknowledges that Contractor shall have control of the defense or settlement; and (iii) shall reasonably cooperate with the defense.

(b) Contractor's obligations in Section 10.3(a) will not, however, apply where the claim or suit arises out of or results from: (1) the modification of the Indemnified Work or combinations of the Indemnified Work with other products or services, by the City or others (excluding (i) such modification and combination by Contractor and/or Contractor's subcontractor(s) providing any Indemnified Works , and (ii) such modification and combination by Contractor and/or Contractor's subcontractor(s)

providing any Indemnified Work that consist of interfaces or data exchange between the Inmate Telephone System and the Philadelphia Prison System – Integrated Jail Management System (IJMS); (2) the City's use of the Indemnified Work in a manner not contemplated by this Contract; (3) the City's failure to use corrections or enhancements to Equipment or Software that are furnished by Contractor at no cost to the City and that do not materially alter the functionality of the Equipment or Software as it exists at the time the Equipment or Software was furnished under the Contract; or (4) Contractor's adherence to any written requirements of the City beyond those stated in the Statement of Work and Agreement as of the date of execution hereof.

(c) Notwithstanding any other provision of this Agreement, whenever Contractor is responsible under Section 10.3(a), Contractor may at its option either procure the right for the City to continue using, or may replace or modify, the alleged infringing Indemnified Work so that the Indemnified Work becomes noninfringing, but if those alternatives are not reasonably achievable despite Contractor's good faith efforts to do so, Contractor may, by written notice to City, terminate the affected Service or this Contract without liability other than Contractor's liability as stated in Section 10.3(a), and (ii) liability for the costs incurred by the City to replace the Services and Indemnified Work that is terminated; provided, that such termination of any affected Service or this Contract shall not, without the City's written agreement, be effective earlier than six (6) months following the giving of such notice; and provided further, that Contractor's liability under Section 10.3(a) shall be limited to Damages arising prior to termination.

(d) The indemnification requirements set forth in this Section 10.3 apply only to the specific subject matter hereof, and state the sole obligations and remedies of the parties with regard to patent, copyright, trademark, service mark, and trade secret infringement and misappropriation claims.

(e) For purposes of this Section 10.3, "Damages" refers collectively to all injury, damage, liability, loss, penalty, interest and expense incurred, including, without limitation, reasonable attorneys fees awarded against the City.

Article 11. Confidentiality.

All documentation, technical information, Software, business information, or other materials that are disclosed by either party to the other in the course of performing this Agreement shall be considered proprietary information ("Information") of the disclosing party, provided such information is in written or other tangible form that is clearly marked as "proprietary" or "confidential".

Except as agreed and authorized by the other party in writing or expressly provided otherwise below, each party's Information shall, for a period of three (3) years following its disclosure (except in the case of Software and Information designated "confidential" by the PPS, for an indefinite period): (i) be held in confidence; (ii) be used

only for purposes of performing the Contract; (iii) not be disclosed except to the receiving party's employees, agents and contractors having a need-to-know (provided that such agents who are not employees and contractors are not direct competitors of either party and agree in writing to use and disclosure restrictions as restrictive as this Article 11); and (iv) not be used for business or other advantage or gain (except as may be necessary to perform the Contract), including, without limitation, use in any presentation, demonstration, or proposal to perform work, to either party or to others, that may be conducted or created as part of a party's business activities. Nothing in this Article 11 shall prohibit the City from disclosing Information to any contractor other than Contractor to which the Concession may be awarded after the expiration of the Contract, provided that the Information disclosed is reasonably required for transition of the Concession to such other contractor.

The restrictions in this Article shall not apply to any information that: (i) is independently developed by the receiving party; or (ii) is lawfully received by the receiving party free of any obligation to keep it confidential; or (iii) becomes generally available to the public other than by breach of this Agreement; or (iv) is required to be disclosed by law or judicial process (provided that prompt advance notice is provided to the disclosing party to the extent practicable). Additionally, the following shall not be considered to be Information for purposes of this Article 11: (a) the Contract and all Appendices and Attachments hereto to the extent disclosure of such documents or information to bidders or the public is required pursuant to applicable law or regulation, (b) any calling data (including aggregate information, reports, call records, or similar information relating to the traffic and use of the system) to the extent that City determines it is necessary to disclose such information to third parties in connection with its management of the telecommunications services or future procurements relating to these services, (c) any reports that Contractor is required to furnish to the City pursuant to Article 4 or elsewhere in the Contract; and (d) video screen presentations of the Software, together with user manuals and other Documentation that is provided by Contractor pursuant to the Contract for the purpose of supporting City users' operation or maintenance of Software or Equipment, to the extent that such video screen presentation, manuals or other such Documentation is reviewed by employees or agents of the City or other persons authorized by the City to visit PPS facilities to learn about PPS management procedures.

In the event of any actual or threatened breach of any of the provisions of this Article 11 by a party receiving Information designated "confidential" or "proprietary," and in addition to any other remedies that may be available to the disclosing party in law or equity, the disclosing party shall be entitled to a restraining order, preliminary injunction, permanent injunction, and/or other appropriate relief to specifically enforce the terms of this Article 11. The parties agree that a breach of the terms of this Article 11 by a party receiving such Information would cause the disclosing party injury not compensable in monetary damages alone, and that the remedies provided herein are appropriate and reasonable.

Article 12. Disputes. The parties agree to exercise every reasonable effort to resolve disputes that may arise under the Contract through informal negotiation and cooperation. If the parties are unable to resolve any dispute arising under the Contract, then unless the Parties mutually agree otherwise in writing signed by both parties, the dispute shall be decided by the Deputy Procurement Commissioner (or his/her designee), who shall mail or otherwise furnish a copy of the decision to Contractor in accordance with Section 17.26 (*Notices*) within fifteen (15) business days of his/her receipt of Contractor's written statement of the dispute and request for resolution. The decision of the Deputy Commissioner shall be final and conclusive unless within five (5) business days from the date of receipt of the copy of his/her decision, Contractor mails or otherwise delivers to the City's Procurement Commissioner, its written appeal of the decision, addressed as follows:

Procurement Commissioner
Municipal Services Building, First Floor
1401 John F. Kennedy Blvd., Room 120
Philadelphia, PA 19102

Such written appeal shall state in detail the nature of the dispute and the grounds for appeal. The appeal shall be decided by the Procurement Commissioner (or his/her designee) within fifteen (15) business days of receipt, which decision shall be final and conclusive unless either party seeks review by a court of competent jurisdiction. In connection with any appeal proceeding under this Article 12, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. This Article shall not be construed to limit or alter the provisions of Article 13 (*Termination*), or to limit or foreclose Contractor's right to appeal any defects or delays in any determination by the Deputy Procurement Commissioner or Procurement Commissioner under this Article 12.

Article 13. Termination.

13.1 Termination for the Convenience of the City.

(a) The City shall have the absolute right to terminate this Contract in whole or in part for the convenience of the City at any time upon ninety (90) days written notice to Contractor. Such termination for convenience shall be without penalty, cost or liability to the City. Upon receipt of such notice, Contractor shall:

(i) continue to perform the Contract in accordance with its terms to the effective date of the termination as specified in the notice (the "Termination Effective Date") and shall stop work on the Termination Effective Date;

(ii) take such action as may be necessary for the protection and preservation of the City's property;

(iii) cancel all orders of Equipment, Software, Services or Deliverables, or for services or materials required for their delivery, issued to subcontractors or suppliers of Contractor; and assign to the City and deliver to the City any such orders that are not cancelable, are for items not capable of use except in the performance of this Contract, and were specifically developed for the sole purpose of this Contract but not incorporated in the Work;

(iv) remove the Inmate Telephone System and all Payphones furnished under the Contract within 45 days of the Termination Effective Date.

(b) In addition, Contractor acknowledges and agrees that in the event the term or period of this Contract, including any renewal terms, exceeds four (4) years, the City shall have the right to terminate the Contract, at the sole option of the City, without cost or penalty to the City, at any time after the expiration of the fourth year following the date of this Contract.

(c) In the event the City exercises its right to terminate the Contract under this Section 13.1, the Contractor shall pay, within thirty (30) days of the Termination Effective Date, all Commissions that may be due and owing for the period prior to the Termination Effective Date. Commissions to be paid shall be the greater of the Commission Rate or the prorated Minimum Guaranteed Commission as of the date the Inmate Telephone System is removed or, for PPTs located in Division of Aviation Facilities or City Office Buildings and Facilities, as of the date the Payphones are removed from the City premises. Contractor shall be entitled to a proportionate refund of any Minimum Guaranteed Commission. Commission payments made pursuant to this Section 13.1(b) and the revenues on which they are based are subject to audit.

13.2 Termination for Default. If Contractor commits or permits an event of default, as set forth below in this Section 13.2, the City shall so notify Contractor in writing, specifying in reasonable detail the nature of the default. Contractor shall have thirty (30) calendar days from receipt of that notice to correct the default. If the default is not cured within that time period, or such additional period as may be reasonably agreed by City and Contractor to correct the default, the City may terminate the Contract by providing Contractor with written notice of termination for default. The following shall constitute Events of Default on the part of Contractor:

(a) Contractor's failure to comply with any material provision, term, or condition of this Contract, or otherwise to fulfill any material obligation of Contractor under the Contract, including, without limitation, any of the following:

- (1) material failure of the Inmate Telephone System or the Payphone System to conform to the Performance Standards, Functional Requirements, and/or Conditional and Final Acceptance Standards;
 - (2) Contractor's failure to furnish the Payphone Services or other Services required under the Contract in accordance with the Contract;
 - (3) Contractor's failure to furnish personnel with the appropriate skills to perform the Contract, in the numbers provided under the Contract, where such failure adversely and materially impacts the quality of services provided;
 - (4) Contractor's failure to obtain any material approval of the City required under the Contract;
 - (5) Contractor's failure to make accurate and/or timely Commission payments as required under the Contract;
 - (6) Contractor's failure to complete any material part of the Work in accordance with the Project Schedule;
 - (7) Contractor's failure to furnish performance security as required under Section 14.4;
 - (8) Contractor's failure to comply with any of the audit or reporting requirements of the Contract, including, but not limited to, failure to have conducted and/or to deliver a report of the independent audit required under Section 4.6.2;
 - (9) Contractor's failure to submit two or more revenue or Commission reports in accordance with Section 4.6.1.
- (b) the appointment of a receiver, trustee or custodian to take possession of all or substantially all the assets of Contractor for the benefit of creditors, or any action taken or suffered by Contractor under any federal or state insolvency, bankruptcy, reorganization, moratorium or other debtor relief act or statute;
- (c) material falseness or inaccuracy of any warranty or representation of Contractor contained in the Contract or in any other document submitted to the City by Contractor in relation to the Project, the RFP, or Contractor's Proposal;
- (d) misappropriation by Contractor of any funds provided under the Contract or failure by Contractor to notify the City upon discovery of any misappropriation;

(e) a violation of law which results in a guilty plea, a plea of *nolo contendere*, or conviction of a criminal offense by Contractor, its directors, employees, or agents (1) directly or indirectly relating to the Contract or the Work required under the Contract, whether or not such offense is ultimately adjudged to have occurred or (2) which adversely affects the performance of the Contract; and/or

(f) indictment of or issuance of charges against Contractor, its directors, employees or agents for any criminal offense or any other violation of law directly relating to the Contract or the Work required under the Contract or which adversely affects the performance of the Contract, whether or not such offense or violation is ultimately adjudged to have occurred.

13.3 Remedies of the City. Upon the occurrence of an Event of Default by Contractor, the City may, in its sole discretion, exercise one or more of the following remedies in addition to or in lieu of the termination remedy provided in Section 13.2:

(a) the right to terminate this Contract and the Concession on the date specified in the notice from the City and, upon the date so specified, this Agreement and the term thereof and all rights of Concessionaire under this Agreement shall expire and terminate, without the necessity of re-entry or any other act on the City's behalf. Thereupon, Concessionaire shall immediately quit and surrender to the City all premises and locations where it is authorized by this Agreement to furnish the Concession, by summary proceedings, detainer, ejection or otherwise, and remove itself and all other occupants thereof and, at the City's option, any equipment and other property thereon, without any liability of the City to indictment, prosecution or damages therefor. No such expiration or termination of this Agreement shall relieve Concessionaire of its liability and obligations under this Agreement, whether or not such premises and locations and the Concession shall be awarded to others, all of which liability and obligations of Concessionaire shall survive such expiration or termination;

(b) the right to institute any and all proceedings permitted by law or equity including, but not limited to, an action to compel specific performance by Concessionaire, as the parties to this Agreement recognize that monetary damages or termination of this Agreement may be inadequate remedies for failure of Concessionaire to keep its obligations under this Agreement;

(c) withhold, or offset against, any funds payable to or for the benefit of Contractor;

(d) collect, foreclose or realize upon any bond, collateral, security or insurance provided by or on behalf of Contractor;

(e) exercise any other right or remedy it has or may have at law, in equity, or under the Contract;

(f) whether or not this Agreement has been terminated as aforesaid, reenter and repossess the locations and premises where Contractor is authorized to perform under this Contract, and any part thereof, provided no undue force shall be used, and shall have the option, but not the obligation, either in its own name, as agent for Contractor if this Contract has not been terminated, or for its own behalf if this Contract has been terminated, to award the Concession to others and authorize such others to furnish the Concession at such premises and locations, and revenues received by the City as a result of such award shall be an offset to amounts owed City by Contractor;

(g) without terminating this Contract, accelerate the whole or any part of the Commissions and fees due for the entire unexpired balance of the Initial Term of the Contract, as well as all other charges, payments, costs and expenses herein agreed to be paid by Contractor; and *ipso facto* and without any action by the City, the fees for the entire unexpired balance of the term of this Contract as well as all other charges, payments, costs, and expenses herein agreed to be paid by the Contractor or, at the option of the City, any part thereof, and also all costs and officers' Commissions shall (in addition to any and all fees already due and payable and in arrears and/or any other charge, expense, or cost herein agreed to be paid by the Contractor which may be due and payable and in arrears) be taken to be due and payable and in arrears as if, by the terms and provisions of this Contract, the whole balance of unpaid fees and other charges, payments, taxes, costs and expenses were on that date payable in advance;

(h) in addition to, and not in lieu of, the foregoing remedies:

(1) Specific Performance. The parties acknowledge and agree that the personnel and labor, Equipment, Software, Documentation, Services, and Deliverables required under the Contract are unique and that the City could not obtain similar services, software, documentation, deliverables, work and/or equipment from another source without suffering irreparable harm. Accordingly, Contractor and the City agree that, in addition to all other remedies to which the City is entitled, the City shall have the right, to the fullest extent permitted by law, to enforce the terms of this Contract by a decree of specific performance or by injunction restraining a violation, or attempted or threatened violation, of any provision of the Contract.

(2) City's Right to Stop the Work. The City shall have the right to stop the Work or any portion thereof in the event Contractor fails to remedy any defects in any of the Work, or commits or permits any other event of default, following written notice by the City, or fails to carry out any portion of the Project in accordance with this Contract, by issuing its written Stop Work Order, which shall be signed by the Procurement Commissioner. Any Stop Work Order shall state in reasonable detail the cause(s) for its issuance. Upon receiving a stop work order, Contractor shall immediately cease working on that portion of the work specified in the Stop Work Order until the City notifies Contractor in writing that the cause for the Stop Work Order has been eliminated and directs Contractor, in writing to resume the work. Contractor shall resume the work immediately upon receipt of such written notice from the City.

(3) **Interest.** Any sums due and owing by Concessionaire hereunder shall accrue interest effective as of the first (1st) day after the due date at the rate of one and one-half percent (1-1/2%) per month until fully paid.

13.4 Concurrent Pursuit of Remedies; No Waiver or Duty to Exercise. The City may exercise any or all of the remedies set forth in this Article 13, each of which may be pursued separately or in connection with such other remedies as the City, in its sole discretion, shall determine. No extension or indulgence granted to Contractor shall operate as a waiver of any of the City's rights in connection with the Contract. The rights and remedies of the City as described in this Article 13 and elsewhere in the Contract shall not be exclusive and are in addition to any other rights or remedies available to the City under this Contract, at law, or in equity. Nothing contained in this Article 13 shall create a duty of the part of the City to exercise any rights granted to it hereby for the benefit of the City, or for the benefit of Contractor or any person or entity other than the City.

13.5 Curing Breaches. If Contractor shall be in breach in the performance of any of its obligations under this Agreement, the City may (but shall not be obligated to do so), in addition to any other rights it may have in law or equity, cure such breach on behalf of Contractor and Contractor shall reimburse the City upon demand for any sums or costs incurred by the City in curing such breach, including interest thereon at a rate specified above in Section 13.3(h)(3), reasonable attorneys fees and other legal expenses, which sums and costs together with interest thereon shall be deemed payable as additional commissions under this Agreement.

13.6 Cooperation With New Vendor. Should this Contract be terminated by the City pursuant to this Section 13, Contractor is required to cooperate with the City to secure a successful transition to any subsequent provider of any of the services provided for in this Contract.

Article 14. Insurance; Performance and Payment Bonds.

14.1 Insurance. Unless otherwise approved by the City's Risk Manager in writing, prior to commencing work on the Contractor shall, at its sole cost and expense, procure and maintain in full force and effect, covering the performance of the Services and Deliverables required under this Contract, the types and minimum limits of insurance specified below. All insurance shall be procured from reputable insurers authorized to do business on a direct basis in the Commonwealth of Pennsylvania or otherwise acceptable to the City. All insurance required herein, except the Professional Liability Insurance, shall be written on an "occurrence" basis and not a "claims-made"

basis. In no event shall work be performed until the required evidence of insurance has been furnished. The insurance shall provide for at least thirty (30) days prior written notice to be given to the City in the event coverage is materially changed, cancelled or non-renewed. The City of Philadelphia, its officers, employees and agents shall be named as additional insureds on the General Liability Insurance policy. An endorsement is required stating that the coverage afforded the City and its officers, employees and agents, as additional insureds, will be primary to any coverage available to them and that no act or omission of the City shall invalidate the coverage.

(a) **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE**

- (1) Workers' Compensation: Statutory limits
- (2) Employers' Liability: \$100,000 each Accident - Bodily Injury by Accident; \$100,000 Each Employee - Bodily Injury by Disease; and \$500,000 Policy Limit Bodily Injury by Disease.
- (3) Other states insurance including Pennsylvania.

(b) **GENERAL LIABILITY INSURANCE**

- (1) Limit of liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; \$1,000,000 personal and advertising injury; \$2,000,000 general aggregate and \$1,000,000 aggregate for products and completed operations. The City may require higher limits of liability if, in the City sole discretion, the potential risk so warrants.
- (2) Coverage: Premises operations; blanket contractual liability; personal injury liability; products and completed operations; independent contractors; employees and volunteers as additional insureds; cross liability; and broad form property damage (including completed operations); Explosion, Collapse, Underground ("XCU").

(c) **AUTOMOBILE LIABILITY INSURANCE**

- (1) Limit of liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
- (2) Coverage: Owned, non-owned and hired vehicles.

(d) **PROFESSIONAL LIABILITY INSURANCE**

- (1) Limit of liability: \$1,000,000 with a deductible not to exceed \$50,000.
- (2) Coverage: Errors and omissions including liability assumed under Contract.
- (3) Professional liability insurance may be written on a claims made basis provided that coverage for occurrence arising out of the performance of the services required under the contract shall be maintained in full force and effect under the policy or "tail" coverage for a period of at least two (2) years after expiration of the contract.

(e) Umbrella Liability Insurance with limits of \$10,000,000 when combined with insurance requirements under (a), (b) and (c) above.

14.2 Evidence of Insurance Coverage. Certificates of insurance evidencing the required coverages must specifically reference the City contract number for which they are being submitted. The original certificate of insurance must be submitted to the City's Risk Manager at the following address:

City of Philadelphia
Finance Department
Division of Risk Management
1515 Arch Street, 14th Floor
Philadelphia, PA 19102-1579
Fax No.: 215-683-1705

A copy of the certificate of insurance shall be submitted to the City's Project Manager at the address set forth in Section 17.26, *Notices*. Both submissions must be made at least ten (10) days before work is begun and at least ten (10) days before each Additional Term. The ten (10) day requirement for advance documentation of coverage may be waived in situations where such waiver will, in the sole judgment of the City's Risk Manager, benefit the City; but under no circumstances shall Contractor actually begin work (or continue work, in the case of an Additional Term) without providing the required evidence of insurance. The endorsement adding the City as an additional insured must specifically reference the City contract number and be submitted to the City's Risk Manager at the above address. The City reserves the right to require Contractor to furnish certified copies of the original policies of all insurance required under the Contract at any time upon (10) days written notice to Contractor.

14.3 Self-Insurance. Contractor may not self-insure any of the coverages required under the Contract without the prior written approval of the City's Project Manager and the City's Risk Manager. In the event that Contractor desires to self-insure any of the coverages listed above, it shall submit to the City's Risk Manager, prior to the commencement of Services and Deliverables hereunder, a certified copy of Contractor's most recent audited financial statement, and such other evidence of its qualifications to act as a self-insurer (e.g., state approval) as may be requested by the City's Project Manager and/or the City's Risk Manager. In the event such approval, is granted, it is understood and agreed that the City, its officers, employees, and agents, shall be entitled to receive the same coverages and benefits under Contractor's self-insurance program that they would have received had the insurance requirements been satisfied by a reputable insurance carrier authorized to do business in the Commonwealth of Pennsylvania or otherwise acceptable to the City. If at the time of commencement of the Initial Term of the Contract, Contractor self-insures its professional liability and/or workers' compensation and employers' liability coverage, Contractor may, in lieu of the foregoing, furnish to the City a current copy of the state certification form for self-insurance or a current copy of the State Insurance Commissioner's letter of approval, whichever is appropriate. The insurance (including

self-insurance) requirements set forth herein are not intended and shall not be construed to modify, limit, or reduce the indemnifications made in the Contract by Contractor to the City, or to limit Contractor's liability under the Contract to the limits of the policies of insurance (or self-insurance) required to be maintained by Contractor hereunder.

14.4 Performance and Payment Bonds. Prior to commencing work on the Project, and within the time period specified by the Division of Technology, Contractor shall furnish a properly executed performance bond and payment (labor and materialmans) bond, as prepared by the City on the City's form, each in the amount of six hundred sixteen thousand dollars (\$616,000) and having as surety thereon such surety company or companies as are approved by and acceptable to the City. The City reserves the right to require Contractor to increase the amounts of such bonds in the event the amount of Commissions payable to the City under the Contract increases subsequent to execution of the Contract. Contractor agrees to pay promptly any required performance bond fee within the time period specified by the City.

Article 15. Century Date Standard; Repair.

15.1 Century Date Standard.

A. Covered Work

Contractor represents and warrants that the following items furnished to the City under the Agreement shall conform to the City of Philadelphia Century Date Standard set forth below. Such warranties and representations are in addition to, and not in lieu of, Contractor's warranties and representations set forth in the System Warranty and elsewhere in the Agreement, and shall not limit or excuse any of Contractor's obligations under such warranties.

(1) All operating system software, application software, and other software, and all firmware, including, but not limited to, any authorization code or other code incorporated in such software or firmware for the purpose of disabling or limiting the functionality of the software under conditions specified by the manufacturer or publisher of the software;

(2) All equipment, including but not limited to computer hardware, and all components thereof, including, but not limited to, the following components:

(a) Programmable Read Only Memory (PROM), Erasable Programmable Read Only Memory (EPROM), Read Only Memory (ROM), Random Access Memory (RAM) and all other memory chips, devices, and components;

(b) Basic Input/Output System (BIOS) chips, devices, and components;

(c) Any and all other semi-conductor chips and other chips, devices, and components of computer hardware and other equipment that in any way incorporate and/or depend for their operation on machine readable code that is embodied in the chip, device, or component.

B. Century Date Standard

The City of Philadelphia Century Date Standard consists of the following standards for General Integrity, Date Integrity, and Interface Integrity:

(1) General Integrity. No value for current data will cause interruptions in the operation of the software, firmware, or equipment before, during, or after January 1, 2000 and the software, firmware and equipment will operate through March 1, 2000 and thereafter, without any date-related faults or failures and without producing inaccurate data

(2) Data Integrity. All manipulations of time-related data (including, without limitation, dates, duration, days of week, month, and year) will produce results that conform to the manufacturer's specifications for the software or equipment for all valid date values within the application domain, before, during, and after January 1, 2000.

(3) Interface Century.

Explicit Century: Date elements in interfaces and data storage shall permit specification of the century by means that will eliminate all ambiguity as to the applicable century for date and date-related data, before, during and after January 1, 2000.

Implicit Century: For any date element represented without century, the correct century shall be unambiguous for all manipulations involving the element before, during, and after January 1, 2000.

(4) Source Code. Source code for software shall comply with the standard set forth in Federal Information Processing Standard Publication 4-2 (FIPS PUB 4-2), Representation of Calendar Date for Information Interchange.

C. Defects and Errors

Contractor shall, at no cost to the City, repair any equipment, firmware, and/or software that does not conform to the standards set forth herein and cause it to conform to such standards, or shall replace the software or equipment with software that does conform to such standards.

15.2 **Repair**. Contractor shall, at no cost to the City, repair any Equipment or Software that does not conform to the standards set forth in this Agreement and cause it to conform such standards, or shall replace the Software with software that does conform to such standards.

Article 16. Executive Order 02-05.

As provided in Appendix H (MBEC Requirements) and Appendix F (Proposal) at the section entitled "MBE Requirements".

Article 17. Miscellaneous Provisions.

17.1 Contract Documents; Order of Precedence. The Contract Documents shall consist of the following: The body of the Contract (pages 1-57 and Articles 1-17 hereof); and Appendices A-H to this Contract, consisting of: Appendix A (Statement of Work); Appendix B (Service Level Agreement); Appendix C (Terms and Conditions Relating to Prevailing Wage Rates) Appendix D (City Contract Requirements); Appendix E (RFP); Appendix F (Proposal); Appendix G (Recording Disclaimer); Appendix H (MBEC Requirements). In the event of conflict or variance between the body of this Contract (pages 1-57 and Articles 1-17) and any other Contract Document, the former shall govern. Conflicts and variances among the Contract Documents shall be resolved by giving precedence in the following order: The body of the Contract (pages 1-57 and Articles 1-17); Appendix A (Statement of Work), Appendix B (Service Level Agreement), Appendix C (Terms and Conditions Relating to Prevailing Wage Rates), Appendix D (City Contract Requirements), and Appendix H (MBEC Requirements) which shall have the same precedence; and then Appendix E, (Request for Proposal); Appendix F, (Contractor's Proposal), and Appendix G (Recording Disclaimer) in that order.

17.2 Risk of Loss or Damage. Risk of loss or damage to Software, Documentation or Deliverables, other than loss or damage caused by Contractor's fault or negligence, shall be deemed to pass to the City upon Final Acceptance of the Software, Documentation or Deliverables by the City pursuant to Article 7. If Software, Documentation, or Deliverables are lost or damaged during shipment from Contractor or at any time during performance of the Contract, Contractor shall replace such Software, Documentation, or Deliverables at no additional charge to the City, except that if Software, Documentation, or Deliverables are lost or damaged while in the possession of the City, Contractor will be entitled to its then current commercial charges, if any, for storage media and shipping.

17.3 Non-discrimination. This Contract is entered into under the terms of the Philadelphia Home Rule Charter, as it may be amended from time to time, and in its performance, Contractor shall not discriminate or permit discrimination against any person because of race, color, religion, national origin, or sex. In the event of such discrimination, the City may, in addition to any other rights or remedies available under the Contract, at law or in equity, terminate the Contract forthwith.

17.4 Fair Practices. Contractor agrees, in the performance of this Contract, to comply with the provisions of the Fair Practices Ordinance of The Philadelphia Code (Chapter 9-1100) and the Mayor's Executive Order No. 4-86, as they may be amended from time to time, both of which prohibit, *inter alia*, discrimination against persons with AIDS in employment and services.

17.5 The Philadelphia Code, Chapter 17-400. In accordance with Chapter 17-400 of The Philadelphia Code, as it may be amended from time to time, Contractor

agrees that its payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization, insofar as such participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, privileges or conditions of employment on the basis of race, color, sex, sexual orientation, religion, national origin or ancestry, constitutes, without limiting the generality of Article 13 (Termination), an event of default under the Contract entitling the City to all rights and remedies provided in the Contract or otherwise available at law or equity. Contractor agrees to include the immediately preceding subsection, with appropriate adjustments for the identity of the Parties, in all subcontracts which are entered into for work to be performed pursuant to the Contract.

Contractor further agrees to cooperate with the Commission on Human Relations of the City of Philadelphia in any manner which the Commission deems reasonable and necessary for the Commission to carry out its responsibilities under Chapter 17-400 of The Philadelphia Code. Failure to so cooperate shall constitute, without limiting the generality of Article 13 (Termination), an event of default under the Contract entitling the City to all rights and remedies provided herein or otherwise available at law or equity.

17.6 Federal Laws. Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.), Section 504 of the Federal Rehabilitation Act of 1973 (29 U.S.C. Section 794), The Age Discrimination Act of 1975, (42 U.S.C. Section 6101 et seq.), Title IX of the Education Amendments of 1972, (20 U.S.C. Section 1681), and 45 C.F.R. Part 92, as they may be amended from time to time, which together prohibit discrimination on the basis of race, color, national origin, sex, handicap, age and religion.

17.7 Americans With Disabilities Act. Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in the Contract or from activities or Services provided under the Contract. As a condition of accepting and executing the Contract, Contractor shall comply with all provisions of the Americans With Disabilities Act, 42 U.S.C. §§12101 et seq., and all regulations promulgated thereunder, as the Act and regulations may be amended from time to time, which are applicable (a) to Contractor, (b) to the benefits, Services, activities, facilities and programs provided in connection with the Contract, (c) to the City, or the Commonwealth of Pennsylvania, and (d) to the benefits, services, activities, facilities and programs of the City or of the Commonwealth, and, if any funds under the Contract are provided by the federal government, which are applicable to the federal government and its benefits, services, activities, facilities and programs. Without limiting the generality of the preceding sentence, Contractor shall comply with the "General Prohibitions Against Discrimination", 28 C.F.R. §35.130, and all other regulations promulgated under Title II of "The Americans With Disabilities Act", as they may be amended from time to time, which are applicable to the benefits, services, programs and activities provided by the City through contracts with outsider contractors.

17.8 Business Interests in Northern Ireland. In accordance with Section 17-104 of The Philadelphia Code, Contractor by execution of this Contract certifies and represents, to the best of its knowledge after appropriate inquiry, that (i) Contractor (including any parent company, subsidiary, exclusive distributor or company affiliated with Contractor) does not have, and will not have at any time during the term of this Contract (including any extensions thereof), any investments, licenses, franchises, management agreements or operations in Northern Ireland and (ii) no product to be provided to the City under this Contract will originate in Northern Ireland, unless Contractor has implemented the fair employment principles embodied in the MacBride Principles. In the performance of this Contract, Contractor agrees that it will not utilize any suppliers, subcontractors or subconsultants at any tier (i) who have (or whose parent, subsidiary, exclusive distributor or company affiliate have) any investments, licenses, franchises, management agreements or operations in Northern Ireland or (ii) who will provide products originating in Northern Ireland unless said supplier, subconsultant or subcontractor has implemented the fair employment principles embodied in the MacBride Principles. Contractor further agrees to include the provisions of this Section 17.8, with appropriate adjustments for the identity of the parties, in all subcontracts and supply agreements which are entered into in connection with the performance of this Contract. Contractor agrees to cooperate with the City's Director of Finance in any manner which the said Director deems reasonable and necessary to carry out the Director's responsibilities under Section 17-104 of The Philadelphia Code. Contractor expressly understands and agrees that any false certification or representation in connection with this Section 17.8 and/or any failure to comply with the provisions of this Section 17.8 shall constitute a substantial breach of this Contract entitling the City to all rights and remedies provided in this Contract or otherwise available in law (including, but not limited to, Section 17-104 of The Philadelphia Code) or equity, subject to Contractor's right to challenge the legality or enforceability of this Section 17.8 or of Section 17-104 of The Philadelphia Code. In addition, it is understood that false certification or representation is subject to prosecution under Title 18 Pa.C.S.A. Section 4904.

17.9 Ethics Requirements.

(a) To preserve the integrity of the City employees and maintain public confidence in the competitive Request For Proposal system, Executive Order No 9-88 effective September 18, 1988, prohibits the solicitation or acceptance of anything of value from any person seeking to initiate or maintain a business relationship with the City of Philadelphia and/or its departments, boards, commissions and agencies. This order is intended for any person(s) whose business or activities are inspected or regulated by any city agency, engaged as either principal or attorney in proceedings before any city or court of law in which the city is an adverse party, or whose interests may be affected by the performance or nonperformance of any employee's official duties.

(b) All city employees presented with gifts or gratuities as indicated above have been instructed to report these actions to the appropriate authorities, who shall in turn act to the fullest extent of City policies and regulations governing these practices. All proposers, agents or intermediaries who are solicited for gifts or gratuities by city employees are urged to report these individuals to the Inspector General's Office at (215) 592-4990, or forward documented incidents to the attention of the Inspector General, 1101 Market Street, 3rd Floor, Philadelphia, PA 19107. A complete copy of Executive Order will be made available to Contractor upon written request.

17.10 Certification of Non-Indebtedness. Contractor hereby certifies and represents that neither Contractor, Contractor' parent company(ies) and subsidiary(ies) are not currently indebted to the City of Philadelphia (the "City"), and will not at any time during the term of this Contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. Contractor shall remain current during the term of the Contract with all such payments and shall inform the Responsible Official in writing of Contractor's receipt of any notices of delinquent payments within five (5) days after receipt. In addition to any other rights or remedies available to the City at law or in equity, Contractor acknowledges that any breach or failure to conform to this certification may, at the option of the City, result in the withholding of payments otherwise due to Contractor and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments and/or the termination of this Contract for default (in which case Contractor shall be liable for all excess costs and other damages resulting from the termination in accordance with Article 13, *Termination; Suspension of the Work*). In addition, it is understood that false certification or representation is subject to prosecution under Title 18 Pa.C.S.A. § 4904.

Contractor also certifies and represents that each subcontractor intended to provide services pursuant to the Contractor's proposal has certified and represented to the Contractor that the subcontractor and subcontractor's parent company(ies) and subsidiary(ies) are not currently indebted to the City and will not at any time during the term of the Contractor's Agreement with the City, including any extensions or renewals thereof, be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), liens, judgments, fees or other debts for which no written payment plan satisfactory to the City has been established; and in addition to any other rights or remedies available to the City at law or in equity, each subcontractor has acknowledged that any breach or failure to conform to this certification may, at the option and direction of the City, result in the withholding of payments otherwise due to subcontractor for services rendered in connection with the Contract and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments

otherwise due to subcontractor and/or the termination of subcontractor for default (in which case subcontractor will be liable for all excess costs and other damages resulting from the termination).

17.11 Non-Suspension; Debarment

Contractor also certifies and represents that Contractor and all of the individuals acting on Contractor's behalf including, without limitation, subcontractors, are not under suspension or debarment from doing business with the Commonwealth of Pennsylvania, any other state, or the federal government, or any department, agency or political subdivision of any of the foregoing. If Contractor cannot so warrant, then Contractor shall submit to the Responsible Official a full, complete written explanation as to why Contractor cannot so warrant. Contractor shall reimburse the City for the reasonable cost of investigation incurred by the City or the Commonwealth of Pennsylvania Office of Inspector General for investigation of Contractor's compliance with the terms of this or any other contract between Contractor and the City which results in the suspension or debarment of Contractor. Such costs shall include, but are not limited to, salaries of investigators, including overtime, travel and lodging expenses, expert witness and documentary fees and attorney fees and expenses. Contractor shall not be responsible for costs of investigations which do not result in Contractor's suspension or debarment.

17.12 Affirmative Action. Contractor covenants and agrees that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, color, religion, national origin, ancestry, sex, sexual orientation, or physical handicap be excluded from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Contractor assures that it will require that its covered organizations provide assurances to the Contractor that they similarly will undertake affirmative action programs and that they will require assurances from their sub organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

17.13 Limited English Proficiency. Contractor understands and agrees that no individual who is limited in his or her English language proficiency shall be denied access to Services provided under this Contract on the basis of that limitation. As a condition of accepting and executing this Contract, Contractor shall comply with all provisions of Title VI of the Civil Rights Act of 1964, the President of the United States of America Executive Order No. 12250, the Mayor of the City of Philadelphia's Executive Order "Access to Federally Funded City Programs and Activities for Individuals with Limited English Proficiency" dated September 29, 2001, and all regulations promulgated thereunder, as the Act and regulations may be amended from time to time, which are applicable (a) to Contractor, (b) to the benefits, Services, activities, facilities and programs provided in connection with the Contract, (c) to the City, or the Commonwealth of Pennsylvania, and (d) to the benefits, services, activities, facilities and programs of the City or of the Commonwealth, and, if any funds under the Contract are provided by the federal government, which are applicable to the federal

government and its benefits, services, activities, facilities and programs. Without limiting the applicability of the preceding sentence, Contractor shall comply with 45 C.F.R. 80, *et. seq.*, and all other regulations promulgated under Title VI of the Civil Rights Act of 1964, as they maybe amended from time to time, which are applicable to the benefits, services, programs and activities provided by the City through contracts with outside Contracts.

17.14 Unavailability of Funds. If funding for the Contract from any source is not obtained and continued at an aggregate level sufficient to allow for payment for the Services and Deliverables under the Contract, the City may exercise one of the following options without liability or penalty to the City:

- (a) Terminate the Contract effective upon a date specified in a Termination Notice; or
- (b) Continue the Contract by reducing, through written notice to Respondent, the amount of the Contract and Services and Deliverables, consistent with the nature, amount, and circumstances of available funding.
- (c) The City's exercise of either option under this Section shall not affect any obligations or liabilities of either party accruing prior to such termination or reduction of Services or Deliverables. Contractor shall be compensated in accordance with the terms of the Contract for Services and Deliverables, satisfactorily performed and delivered prior to such termination under this Section.

Commodities or services on this Contract to be ordered after the end fo the current fiscal year are subject to the issuance of purchase orders for the following fiscal years. The City is not liable for the portion of the award involving following fiscal year's funds until such orders are issued. The Contractor's obligation to deliver on such purchase orders shall not take effect until the orders are issued.

17.15 Document Preparation Fee. Pursuant §17-701 of The Philadelphia Code, Contractor will be required to pay a document preparation fee for contract and bond preparation by the City Law Department; the fee is waived for non-profit corporations. Section 17-701 establishes a fee schedule for contract preparation, which is based upon the amount of contract.

17.16 Slavery Era Business Disclosures. In accordance with Section 17-104 of The Philadelphia Code, after execution of the contract, Contractor will complete an affidavit certifying and representing that Contractor (including any parent company, subsidiary, exclusive distributor or company affiliated with Contractor) has searched any and all records of the Contractor or any predecessor company regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era. The names of any slaves or slaveholders described in those records must be disclosed in the Affidavit. The information in the affidavit will be made public by posting on an Internet-accessible web page of the City. Contractor expressly understands and agrees that any false certification or representation in connection with this Paragraph and/or any failure to comply with the provisions of this Paragraph shall constitute a substantial breach of this Agreement entitling the City to all rights and remedies

provided in this Agreement or otherwise available in law (including, but not limited to, Section 17-104 of The Philadelphia Code) or equity and the contract will be deemed voidable. In addition, it is understood that false certification or representation is subject to prosecution under Title 18 Pa.C.S.A. Section 4904.

17.17 Philadelphia 21st Century Minimum Wage Standard.

If Contractor is subject to Philadelphia Code Chapter 17-1300, as specified therein, Contractor shall comply with the minimum wage compensation standards by providing its employees with an hourly wage, excluding benefits, at least one hundred fifty percent (150%) of the federal or state minimum wage, whichever is higher, as more fully set forth at Philadelphia Code Chapter 17-1300. Contractor shall promptly provide to the City all documents and information verifying its compliance with the requirements of Section 17-1300. Furthermore, Contractor shall notify each affected employee what wages are required to be paid.

The Office of Labor Standards, as defined by Section 17-1302 may grant a partial or total waiver of 17-1300 based on specific stipulated reasons elaborated in Section 17-1304 of The Philadelphia Code. City remedies for noncompliance are set forth in Section 17-1300.

17.18 Year 2000 Compliance.

A. "Year 2000 Compliant"

For purposes of this Section 17.19 only, a system, process or piece of equipment is "Year 2000 Compliant" if it can operate normally before, during, and after midnight on December 31, 1999 without abnormal or unusual user intervention. This includes, but is not necessarily limited to the following operations: accepting data input, providing data input, performing calculations and comparisons on dates or portions of dates, correctly accessing and processing date-dependent information, and correct date interpretation and manipulation for all valid dates; sequencing by date must produce normal results for all dates. A corporation, partnership, sole proprietor, or other entity is Year 2000 Compliant if all systems, processes, and pieces of equipment that are required for the normal conduct of its business and for the delivery of goods and services to its customers are Year 2000 Compliant.

B. Contractor's Representations and Warranties

Contractor represents and warrants as follows:

(1) that it has undertaken a detailed review and assessment of all areas within its business and operations that are material to its ability to furnish the hardware, software and services required under the Agreement in accordance with the terms of the Agreement (including but not limited to terms relating to delivery dates and performance schedules) and that it reasonably believes could be adversely affected by Contractor's failure to be Year 2000 Compliant;

(2) that it has developed a plan and timeline for becoming Year 2000 Compliant prior to January 1, 2000;

(3) that it has implemented, or will implement, such plan in accordance with its timeline in all material respects;

(4) that prior to the date of this Agreement, it was Year 2000 Compliant in all respects that are material to its ability to furnish the hardware, software and services required under the Agreement in accordance with the terms of the Agreement (including but not limited to terms relating to delivery dates and performance schedules); and

(5) that the City shall incur no cost on account of any action taken by Contractor to become Year 2000 Compliant. In the event that Contractor exchanges electronic data with the City, Contractor further represents and warrants that such exchange of data, the exchanged data, and any hardware or software interface with City computers that is required for such data exchange, will not cause any information system of the City to fail to be Year 2000 Compliant and will not adversely affect, directly or indirectly, any electronic information system of the City or cause errors or defects in date or date-dependant information processed by the system.

The foregoing warranties and representations are in addition to, and not in lieu of, Contractor's warranties and representations as set forth in the Warranty, or elsewhere in the Agreement, and shall not limit or excuse any of Contractor's obligations under such warranties.

C. Information Requests

Upon written request of the City, Concessionaire shall furnish evidence sufficient to demonstrate that the foregoing representations and warranties are correct.

17.19 Tax Requirements.

Any contractor, or vendor of goods, wares and merchandise, or purveyor of services, who proposes and is awarded a contract by the City and/or School District of Philadelphia, is subject to Philadelphia's business tax and Ordinances and regulations. The City Solicitor has ruled that anyone who is awarded a concession by the City and/or School District pursuant to an RFP and has entered into an agreement within the City, and the subsequent delivery of goods into the City or performance of services within the City constitutes "doing business" in the City and subjects the successful respondent to certain taxes, including but not limited to, one or more of the following taxes:

- A. Business Privilege Tax
- B. Net Profits Tax
- C. City Wage Tax

Contract, if not already paying the aforesaid taxes, is required to apply to the Department of Revenue, 1401 John F. Kennedy Blvd., Public Service Concourse, Municipal Services Building, Philadelphia, PA 19102, for a tax identification number and to file appropriate business tax returns as provided by law. Questions should be directed to the Business and Earnings Tax Unit at (215) 686-6600.

17.20 Sales and Excise Taxes.

The City is exempt from the payment of any federal excise or transportation taxes and any Pennsylvania Sales Tax. Respondent's Cost Proposal must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in list prices, respondent may quote the list price and shall show separately the amount of the federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the City. In the event Contractor, if successfully, pays any sales or use tax, Contractor agrees to assign to City or City's agents, all of its rights, title and interest in any sales or use tax which may be refunded as a result of the purchase of any articles furnished in connection with the Agreement, and Contractor, unless directed by the City, shall not file a claim for any sales or use tax refund subject to this assignment. Contractor authorizes the City, in City's name or the name of Contractor, to file a claim for refund of any sales or use tax subject to this assignment.

17.21 Compliance with Law and Regulations. All work performed and services rendered shall strictly conform to all laws, statutes, and ordinances and the applicable rules, regulations, methods and procedures of all governmental bodies, boards, bureaus, office commissions and other agents.

17.22 Publicity. Neither the City nor Contractor will publicize this Contract or the Project, or attribute any comments or views about the Contract or the Project to employees or agents or officials of the other party, by press conference, press release, advertising or public relations materials without the prior written consent of the other party, which consent will not be unreasonably withheld; provided, however, that nothing in this Section 17.12 shall be construed to prohibit either party from making any disclosure relating to the Contract or Project that is required under state or federal securities laws or local or state election laws, or to prohibit either party from publicizing, with reasonable prior notice to the other party, the fact that the Contract has been entered into, the subject matter of the Contract, or the amount of the Contract.

17.23 Non-solicitation. Neither party shall solicit the employment of any employee of the other party who has been assigned responsibilities under this Contract for the period of six (6) months following termination of responsibilities of each such employee.

17.24 Survival. Any and all provisions set forth in the Contract which, by its or their nature, would reasonably be expected to be performed after the termination of the Contract shall survive and be enforceable after such termination, including, without limitation, the following:

- Any and all liabilities, actual or contingent, which shall have arisen in connection with the Contract;
- Contractor's representations and covenants set forth herein;
- Article 4 Commissions
- Article 9 Warranty

- Article 12 Disputes
- Article 10 Independent Contractor; Indemnification
- Article 11 Confidentiality
- Section 17.1 Contract Documents; Order of Precedence
- Section 17.27 Governing Law
- Section 17.28 Forum; Consent To Jurisdiction
- Section 17.29 Waiver of Jury Trial

17.25 **Assignment.** Contractor shall not assign or otherwise transfer its rights, duties and/or obligations under this Contract, except with the prior written consent of the City; any assignment or transfer (including, but not limited to, assignment of any subcontract) without such consent shall be null and void. In no event shall the City's consent to any assignment or transfer by Contractor of any rights, duties or obligations under this Contract relieve Contractor from its obligations hereunder or change the terms of this Contract. Contractor accepts full responsibility for and guarantees the performance of any and all assignees and transferees (including subcontractors) of Contractor.

17.26 **Notices.** Any notice required or permitted to be given under the Contract shall be given in writing and shall be personally delivered by hand with receipt obtained, by a national overnight express carrier (such as Federal Express), by facsimile (with copy by registered or certified United States mail) or by registered or certified United States mail, return receipt requested, addressed as follows:

IF TO CITY:

Divison of Technology
 1234 Market Street, 18th Floor
 Philadelphia, PA 19107
 Attention: Joseph James, First Deputy Chief Information Officer
 Fax No.: 215-686-8258

With copies to:

City of Philadelphia Law Department, Telecommunications
 One Parkway Building, 17th Floor
 1515 Arch Street
 Philadelphia, PA 19102-1595
 Fax No.: (215) 683-5071

If concerning Airport Component:

Richard T. Dempsey
 City of Philadelphia
 Division of Aviation

Philadelphia International Airport, Terminal E
Philadelphia, PA 19153
Fax No.: (215) 937-5585

If concerning City Office Buildings Component:

Division of Technology
1234 Market Street, 18th Floor
Philadelphia, PA 19107
Attention: Joseph James, First Deputy Chief Information Officer
Fax No.: (215) 686-8258

If concerning Prisons Component:

Roseanne Duzinski
Director of Contract Compliance and Administration
Philadelphia Prisons System
7901 State Road
Philadelphia, PA 19136-2993
Fax. No.: 215-685-7871

IF TO CONTRACTOR:

GTL Corporation
Attention: Dorothy E. Cukier, Esq.
Corporate Counsel
12021 Sunset Hills Road, Suite 100
Reston, VA 20190
Fax No. : (703) 435-0980

Progress Reports and other routine correspondence between the parties may be exchanged by electronic mail, unless the receiving party requests in writing to receive same in letter form.

17.27 **Governing Law.** The Contract and all disputes arising under the Contract shall be governed, construed and decided in accordance with the laws of the Commonwealth of Pennsylvania.

17.28 **Forum; Consent to Jurisdiction.** The parties agree that any lawsuit, action, claim, or legal proceeding involving, directly or indirectly, any matter arising out of or related to this Contract, or the relationship created or evidenced thereby, shall be

brought exclusively in the United States District Court for the Eastern District of Pennsylvania or the Court of Common Pleas of Philadelphia County. It is the express intent of the Parties that jurisdiction over any lawsuit, action, claim, or legal proceeding shall lie exclusively in either of these two forums. The Parties further agree not to raise any objection, as to forum or venue, to any lawsuit, action, claim, or legal proceeding which is brought in either of these two forums, and the parties expressly consent to the jurisdiction and venue of these two forums.

17.29 **Waiver of Jury Trial.** Contractor and City hereby waive trial by jury in any legal proceeding involving, directly or indirectly, any matter (whether sounding in tort, contract or otherwise) in any way arising out of or related to this Contract or the relationship created or evidenced hereby. This provision is a material inducement for each party to enter into this Contract.

17.30 **Standard of Performance.** Contractor shall provide all Work in accordance with the Contract and shall exercise the industry standard degree of professional skill and competence customarily exhibited by Contractors in the industry in performing its obligations under the Contract.

17.31 **Sales and Use Tax.** The City is not subject to federal, state, or local sales or use taxes or to federal excise tax. Contractor hereby assigns to the City all of its right, title and interest in any sales or use tax which may be refunded as a result of any Software, Documentation, Services, Deliverables or labor or materials purchased in connection with the Contract, and unless directed by the City, Contractor shall not file a claim for any sales or use tax refund subject to this assignment. Contractor authorizes the City, in its own name or the name of Contractor, to file a claim for a refund of any sales or use tax subject to this assignment.

17.32 **Authority to Execute.** Contractor and the City each represents and warrants that it has caused the Contract to be duly authorized, executed and delivered by and through persons authorized to execute the Contract on its behalf.

17.33 **Third Party Beneficiaries.** Nothing in the Contract, express or implied, is intended or shall be construed to confer upon or give to any person, firm, corporation, or legal entity, other than Contractor and the City, any rights, remedies, or other benefits under or by reason of the Contract.

17.34 **No Waiver.** No failure by the City to insist upon the strict performance of any term, covenant, agreement, provision, condition or limitation of this Agreement or to exercise any right or remedy consequent upon a breach thereof, and no acceptance by the City of full or partial payment of commissions, fees, or other payment due under this Agreement during the continuance of any such breach, (with or without knowledge of the breach), shall constitute or be construed to constitute a waiver of any such breach or of such term, covenant, agreement, provision, condition or limitation. No term,

covenant, agreement, provision, condition or limitation of this Agreement to be kept, observed or performed by Contractor, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the party to be bound. Any waiver of any breach shall be limited to the breach so waived, and shall not affect or alter this Agreement; each and every term, covenant, agreement, provision, condition and limitation of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

17.35 **Remedies Not Cumulative.** The rights and remedies in this Agreement are distinct and separate; and no one of them, whether exercised by the City or Contractor, shall be deemed to be in exclusion of any other.

17.36 **Bankruptcy.** Neither this Agreement nor any rights or privileges hereunder shall be an asset of Contractor in any bankruptcy, insolvency or reorganization proceeding. If the City shall not be permitted to terminate this Agreement because of the provisions of the United States Bankruptcy Code, Contractor or any trustee for it shall, within fifteen (15) days upon request by the City to the Bankruptcy Court, assume or reject this Agreement. If the Contractor files for bankruptcy, the Contractor shall not assume this Agreement unless all defaults hereunder shall have been cured, the City shall have been compensated for any monetary loss resulting from such default and the City shall be provided with reasonably adequate assurance of full and timely performance of all provisions, terms and conditions of this Agreement on the part of Contractor to be performed.

17.37 **Action of Ejectment.** In any amicable action of ejectment and/or for fees in arrears, the City shall first cause to be filed in such action an affidavit, made by it or someone acting for it, setting forth the facts necessary to authorize the entry of judgment, of which facts such affidavit shall be conclusive evidence, and if a true copy of this Agreement (and of the truth of the copy such affidavit shall be sufficient evidence) be filed in such action, it shall not be necessary to file the original as a warrant of attorney, any rule of court, custom, or practice to the contrary notwithstanding.

17.38 **Judgment.** The Contractor expressly agrees that any judgment, order, or decree entered against it by or in any court or magistrate by virtue of the powers of attorney contained in this Agreement or otherwise shall be final, and that he will not take an appeal, certiorari, writ of error, exception or objection to the same, and releases to the City, and to any and all attorneys who may appear for the Contractor, all errors in the said proceedings and all liability therefore. The Contractor expressly waives the benefits of all laws, now and hereafter in force, exempting any equipment and/or merchandise from distraint, levy or sale in any legal proceedings taken by the City to enforce any rights under this Agreement.

17.39 **Participation of Minority, Women and Disabled Owned Business Enterprises in City Contracts.**

As provided for in Appendix H (MBEC Requirements) and the Proposal at the section entitled "MBE Participation Forms."

17.40 City's Right to Enter. The City reserves the right, through its authorized officers, employees and agents to enter the Contractor's facility at any reasonable time for the purpose of determining whether the Contractor has satisfactorily performed all obligations imposed upon the Contractor hereunder and for all other purposes incidental to or connected with the City's performance of governmental functions, and the City's performance of its obligations hereunder.

17.41 Concession Management.

(a) The Contractor, if not acting on its own behalf, shall employ a local Manager who shall have the authority to make day-to-day business decisions on behalf of the Contractor and shall be responsible for coordinating all concession activities with the City.

(b) The Contractor shall employ competent, courteous and efficient help in such numbers as to properly conduct the concession. The concession shall be conducted in an orderly, quiet and law abiding fashion. Upon the request of the City, the Contractor shall make every reasonable effort to replace any employee whose retention the City shall determine to be prejudicial to the proper conduct of the City's governmental functions. All employees of the Contractor working on City property shall be properly attired and shall exhibit proper identification badges at all times.

17.42 Primary Interchange Exchange ("PIC") and Other Charges.

Contractor shall pay any and all Federal, State, City and local taxes, fines, penalties and assessments arising out of the operation of Contractor's business pursuant to the contract as well as any charges that may be imposed by the local exchange/third party carrier in connection with the PIC change, reprogramming, replacement or removal of microchips that may be required for the provision of services.

17.43 Cooperation with New Vendor. In addition to any requirements contained in Article 13 (Termination), should this Contract expire in accordance with term as provided for in Article 2 (Term), Contractor is required to cooperate with the City to secure a successful transition to any subsequent provider of any of the services provided for in this Contract.

17.44 Counterparts. This Contract may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one instrument; provided, that the Contract shall be effective and binding on the parties upon, but only upon, the execution by each party of one copy hereof.

17.45 Contract Drafted by All Parties. This Contract is the result of arms-length negotiations between the parties. The body of the Contract (Articles 1-17)

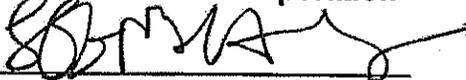
shall be deemed to be drafted by both parties and any ambiguities in the Contract shall accordingly not be construed against either party.

17.46 **Severability and Partial Invalidity.** The provisions of this Contract shall be severable. If any provision of the Contract, or the application thereof, for any reason or circumstance, is to any extent held to be invalid or unenforceable, the remaining provisions of the Contract (as well as the application of all provision(s) that were held to be invalid or unenforceable to persons or entities other than those as to which they were held invalid or unenforceable) shall not be affected or impaired thereby; and each provision of the Contract shall be valid and enforceable to the fullest extent permitted by law.

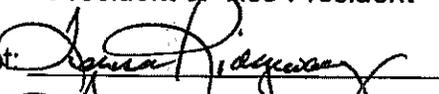
17.47 **Entire Contract.** This Contract contains the entire agreement between the parties with respect to the subject matter hereof; supersedes all prior negotiations, agreements, and undertakings between the parties with respect to such subject matter; and cannot be changed, modified or amended except by agreement in writing signed by both parties. The parties hereto bind themselves, their heirs, executors, administrators, successors and assigns for the faithful performance of this Contract.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Contract as of the Effective Date.

Global Tel*Link Corporation

By: 

Title: PRESIDENT - SERVICES
President or Vice-President

Attest: 

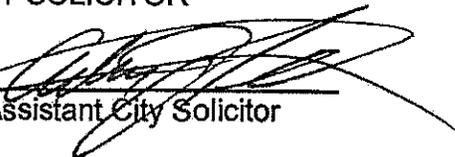
Title: Secretary
(Ass't) Secretary or (Ass't) Treasurer

THE CITY OF PHILADELPHIA

APPROVED AS TO FORM
SHELLEY R. SMITH,
CITY SOLICITOR

By: 
Hugh Ottman

Procurement Commissioner

Per 
Assistant City Solicitor

Attachment D

Philadelphia Airport

Date	Calculated Commission	MAG Commission Paid
4/11/2011	\$6,321.11	\$16,666.67
5/11/2011	\$7,689.13	\$16,666.67
6/11/2011	\$7,452.60	\$16,666.67
7/11/2011	\$7,282.93	\$16,666.67
8/11/2011	\$8,747.60	\$16,666.67
9/11/2011	\$6,523.69	\$16,666.67
10/11/2011	\$5,234.04	\$16,666.67
11/11/2011	\$5,320.39	\$16,666.67
12/11/2011	\$5,061.17	\$16,666.67
1/12/2012	\$4,385.90	\$16,666.67
2/12/2012	\$3,743.38	\$16,666.67
3/12/2012	\$3,919.86	\$16,666.67
TOTALS	\$71,681.80	\$200,000.00

Average Monthly Commission	\$5,973.48	\$16,666.67
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Attachment E

City of Philadelphia Payphones

Date	Commission Paid
4/11/2011	\$51.37
5/11/2011	\$48.70
6/11/2011	\$48.25
7/11/2011	\$42.06
8/11/2011	\$52.76
9/11/2011	\$66.15
10/11/2011	\$34.94
11/11/2011	\$45.90
12/11/2011	\$36.75
1/12/2012	\$42.06
2/12/2012	\$43.41
3/12/2012	\$39.43

TOTALS

\$551.78

Average Monthly Commission	\$45.98
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Attachment F

Philadelphia Prisons

Date	Commission Paid
4/11/2011	\$115,975.60
5/11/2011	\$98,874.73
6/11/2011	\$95,941.40
7/11/2011	\$83,632.75
8/11/2011	\$92,692.79
9/11/2011	\$88,541.10
10/11/2011	\$93,975.43
11/11/2011	\$98,832.66
12/11/2011	\$95,531.94
1/12/2012	\$99,943.16
2/12/2012	\$123,214.20
3/12/2012	\$122,432.80

TOTALS **\$1,209,588.56**

Average Monthly Commission	\$100,799.05
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ATTACHMENT G

CITY OF PHILADELPHIA PAYPHONE LOCATIONS

	A	B	C	D	E	F
1	Dept	Zip	Bldg	Address	General Location	Install
2						
3						
4	City Of Philadelphia Pay Phone Locations					
5						
6	C.JC	19107-2602	C.JC	1301 Filbert St	Basement Sheriff's Office Set #1	1
7	C.JC	19107-2602	C.JC	1301 Filbert St	Sub-Basement in Hallway SW	1
8	C.JC	19107-2602	C.JC	1301 Filbert St	Floor 2/ West End/ Left Phone	1
9	C.JC	19107-2602	C.JC	1301 Filbert St	Floor 2/ North End/ Right Phone	1
10	C.JC	19107-2602	C.JC	1301 Filbert St	Floor3/ Outside of Clerk's Office	1
11	C.JC	19107-2602	C.JC	1301 Filbert St	Floor 4/ Phone #2	1
12	C.JC	19107-2602	C.JC	1301 Filbert St	Floor 4/ Des/ Set #1	1
13	C.JC	19107-2602	C.JC	1301 Filbert St	FLR BSMT Criminal Justice Hallway	1
14	C.JC	19107-2602	C.JC	1301 Filbert St	FLR BSMT DES C.J. Hallway 2nd	1
15	C.JC	19107-2602	C.JC	1301 Filbert St	FLR BSMT DES C.J. Hallway	1
16	C.JC	19107-2602	C.JC	1301 Filbert St	Floor 5/ Left Phone	1
17	C.JC	19107-2602	C.JC	1301 Filbert St	Floor 5/ Phone Set #2	1
18	C.JC	19107-2602	C.JC	1301 Filbert St	Floor 6/ Phone #2	1
19	C.JC	19107-2602	C.JC	1301 Filbert St	Floor 6/ Left Phone Set	1
20	C.JC	19107-2602	C.JC	1301 Filbert St	Floor 7/ Left Phone	1
21	C.JC	19107-2602	C.JC	1301 Filbert St	Floor 7/ Phone Set #2	1
22	C.JC	19107-2602	C.JC	1301 Filbert St	FLR 1/ Jurv Assembly Lounge Set #1	1
23	C.JC	19107-2602	C.JC	1301 Filbert St	FLR 1/ Jurv Assembly Lounge Set #2	1
24	C.JC	19107-2602	C.JC	1301 Filbert St	Sub-Basement Womens Cell NW	1
25	C.JC	19107-2602	C.JC	1301 Filbert St	Floor 1/ Hallway Left Phone	1
26	C.JC	19107-2602	C.JC	1301 Filbert St	Floor 8/ Phone #1	1
27	C.JC	19107-2602	C.JC	1301 Filbert St	Floor 8/ Phone #2/ Middle Phone	1
28	C.JC	19107-2602	C.JC	1301 Filbert St	Floor 9/ Phone #1/ Left Phone	1
29	C.JC	19107-2602	C.JC	1301 Filbert St	Floor 9/ Des/ Phone Set #2	1
30	C.JC	19107-2602	C.JC	1301 Filbert St	Floor 10/ Phone #2	1
31	C.JC	19107-2602	C.JC	1301 Filbert St	Floor 10/ Left Phone	1
32	C.JC	19107-2602	C.JC	1301 Filbert St	Floor 1/ Hallway Right Phone	1
33	C.JC	19107-2602	C.JC	1301 Filbert St	FLR 3/ LET HLLWY/ NR CTRM 304	1
34	C.JC	19107-2602	C.JC	1301 Filbert St	Floor 11/ Right Phone	1
35	C.JC	19107-2602	C.JC	1301 Filbert St	Floor 11/ Phone #2	1
36	C.JC	19107-2602	C.JC	1301 Filbert St	FLR 3/ RT HLLWY/ NR RM 3R	1
37	C.JC	19107-2602	C.JC	1301 Filbert St	Sub-Basement Sheriff Office	1
38						
39						32
40						
41	MSB	19102-1619	MSB	1417 JFK BLVD	FLR 2 MSB NEAR ROOM 280	1
42	MSB	19102-1619	MSB	1417 JFK BLVD	FLR 16 DES MSB	1
43	MSB	19102-1619	MSB	1417 JFK BLVD	FLR 16 MSB RIGHT SET	1
44	MSB	19102-1619	MSB	1417 JFK BLVD	UP ESC FACES West right set	1
45	MSB	19102-1619	MSB	1417 JFK BLVD	DWN ESC SIDE FCS EST LET SET	1
46	MSB	19102-1619	MSB	1417 JFK BLVD	DWN ESC SIDE FCS EST RGT SET	1
47	MSB	19102-1619	MSB	1417 JFK BLVD	UP ESC FACES WST LET SET	1

	A	B	C	D	E	F
48	MSB	19102-1619	MSB	1417 JFK BLVD	FLR 14 DES MSB	1
49	MSB	19102-1619	MSB	1417 JFK BLVD	FLR 12 MSB NR ROOM 1280	1
50	MSB	19102-1619	MSB	1417 JFK BLVD	FLR 1 DES Procuremt Nr Vending Mach	1
51	MSB	19102-1619	MSB	1417 JFK BLVD	LFT OF ARCH ST ENT ON WALL	1
52						
53						11
54						
55	COMM CRT	19102-1525	Alcohol Hwy Safetv	1401 Arch St	11th flr elevator lobby	1
56	COMM CRT	19102-1525	Ardr/Central 1	1401 Arch St	8th flr elevator lobby	1
57	COMM CRT	19102-1525	Domestic Sex Offend	1401 Arch St	12th flr elevator lobby	1
58	COMM CRT	19102-1525	East 1&2	1401 Arch St	14th flr elevator lobby	1
59	COMM CRT	19102-1525	Fraud Unit	1401 Arch St	4th flr elevator lobby	1
60	COMM CRT	19102-1525	Mental Health Unit	1401 Arch St	9th flr elevator lobby	1
61	COMM CRT	19102-1525	Pre-Trial Unit	1401 Arch St	5th flr elevator lobby	1
62	COMM CRT	19102-1525	Records Room	1401 Arch St	13th flr elevator lobby	1
63	COMM CRT	19102-1525	Warrant Unit	1401 Arch St	3flr elevator lobby	1
64						
65						9
66						
67	FAM CRT	19107-3623	Familv Ct	34 S 11th Street	Deputy Sheriff's Holding Room/ Bsmt	1
68	FAM CRT	19107-3623	Familv Ct	34 S 11th Street	Basement Elevator Lobby	1
69	FAM CRT	19107-3623	Familv Ct	34 S 11th Street	Familv Court Div/ Floor 1/ Left Set	1
70	FAM CRT	19107-3623	Familv Ct	34 S 11th Street	Mezz	1
71	FAM CRT	19107-3623	Familv Ct	34 S 11th Street	Familv Court Div/ Floor 2/ Left Set	1
72	FAM CRT	19107-3623	Familv Ct	34 S 11th Street	Familv Court Div/ Floor 3/ Left Set	1
73	FAM CRT	19107-3623	Familv Ct	34 S 11th Street	Bench Warrant Unit - Room B16 - Waiting Room	1
74	FAM CRT	19107-3623	Familv Ct	34 so 11th street	6th floor - vending area	1
75	FAM CRT	19107-3623	Familv Ct	27 S 12th Street	3Fl near across from rm 340	1
76	FAM CRT	19103-1117	Familiv Court	1801 Vine Street	Bsmt Sheriff's Cell Rm	1
77	FAM CRT	19103-1118	Familiv Court	1801 Vine Street	2nd floor / South Hallway	1
78	FAM CRT	19103-1117	Familv Ct	1801 Vine Street	1Flr nr Ladies room/middle set	1
79	FAM CRT	19103-1117	Familv Ct	1801 Vine Street	Lobby/ Left Side/ NR Men's Rm /Phone 1	1
80	FAM CRT	19103-1117	Familv Ct	1801 Vine Street	3flr lobby	1
81	FAM CRT	19103-1117	Familv Ct	1801 Vine Street	3flr lobby	1
82	FAM CRT	19103-1117	Familv Ct	1801 Vine Street	3flr lobby	1
83	FAM CRT	19103-1117	Familv Ct	1801 Vine Street	1Flr nr Ladies room/left set	1
84						
85						8
86						
87	TFC CRT	19123-2616	Traffic Court	800 Sprino Garden Street	Floor 1/ Detention Area	1
88	TFC CRT	19123-2616	Traffic Court	800 Sprino Garden Street	Floor 1/ Detention Area/N. End Past Crt	1
89	TFC CRT	19123-2616	Traffic Court	800 Sprino Garden Street	8th St Entrance/ Left Phone	1
90	TFC CRT	19123-2616	Traffic Court	800 Sprino Garden Street	8th St Entrance/ Right Phone	1
91	TFC CRT	19123-2616	Traffic Court	800 Sprino Garden Street	Detention Area/ Room 1	1
92	TFC CRT	19123-2616	Traffic Court	800 Sprino Garden Street	Floor 1/ New Detention Area	1
93	TFC CRT	19123-2616	Traffic Court	800 Sprino Garden Street	Holding area #1	1
94	TFC CRT	19123-2616	Traffic Court	800 Sprino Garden Street	Holding area #2	1

	A	B	C	D	E	F
95						
96						8
97						
98	FIRE	19147-1845	Engine 1	711 S. Broad Street	Watch Room	1
99	FIRE	19144-5752	Engine 19	300 E. Chelton Avenue	Inside Office	1
100	FIRE	19121-3119	Engine 27	1903 Oxford Street	In the back of the office	1
101	FIRE	19114-ND	Engine 46	4000 Linden Ave.	Inside Main Entrance	1
102	FIRE	19146-2709	Engine 47	3033 Grays Ferry Ave	Dav Room /Kitchen	1
103	FIRE	19104-2908	Engine 5	43rd & Market Street	SW Corner of Building	1
104	FIRE	19132-ND	Engine 50	1321 Cambria Street	Main Bay/ Over Head Door	1
105	FIRE	19141-1805	Engine 51	5959 Old York Road	Across From Main Desk	1
106	FIRE	19143-ND	Engine 68	52nd St. & Willow Ave	SE Corner/ Watch Desk Area	1
107	FIRE	19134-3441	Engine 7	2760 Kensington Ave.	Inside Main Office	1
108	FIRE	19124-2303	Engine 70	4801 Lanadon Street	Main Bay. left wall	1
109	FIRE	19111-3817	Engine 71	1900 Cottman Avenue	Outside Main Entrance	1
110	FIRE	19106-1818	Engine 8	397 Arch Street	NE Corner/ Beware of Doo	1
111	FIRE	19136-ND	Fire ACDMY	5000 Pennypack St.	Main Entrance/ Near Steps	1
112	FIRE	19123-2923	Fire Admin	260 Spring Garden	Fire Admin Bldg/ Left of Entrance	1
113	FIRE	19106-2010	Fire Museum	147 N. 2nd. Street	Opens at 9am/ No Phone	1
114						
115						16
116						
117	POLICE	19142-ND	12th District	65th & Woodland Ave.	Roll Call Room	1
118	POLICE	19142-ND	12th District	65th & Woodland Ave	Cell Block	1
119	POLICE	19144-2705	14th District	43rd W. Haines Street	Roll Call Room	1
120	POLICE	19149-2942	15th District	2831 Levick Street	On Wall/ Behind Vending Machine	1
121	POLICE	19104-ND	16th District	39th & Lancaster Ave.	Cell Room	1
122	POLICE	19146-4301	17th District	1200 S. 20th Street	Inside Entrance/ Right Wall	1
123	POLICE	19143-1320	18th District	5500 Pine Street	SW Cor/ Lobby/ Right Phone	1
124	POLICE	19143-1320	18th District	5500 Pine Street	Basement	1
125	POLICE	19143-1320	18th District	5500 Pine Street	Floor 2	1
126	POLICE	19143-1320	18th District	5500 Pine Street	In Cell Block (No Dial Tone)	1
127	POLICE	19151-ND	19th District	61st & Haverford	Roll Call Room Right set	1
128	POLICE	19151-ND	19th District	61st & Haverford	Holdng Cell Area	1
129	POLICE	19145-3206	1st District	2301 S. 24th Street	Floor 1/ Cell Block/ Right Wall	1
130	POLICE	19145-3206	1st District	2301 S. 24th Street	Fover (bv Main Entrance)/ right set	1
131	POLICE	19145-3206	1st District	2301 S. 24th Street	Downstairs bv Main Entrance/ left set	1
132	POLICE	19121-3207	22/23rd Dis	1747 N. 17th Street	22nd Dist /Rat of Ent/ 17th & Mntamv	1
133	POLICE	19121-3207	22/23rd Dist	1747 N. 17th Street	Cell Block	1
134	POLICE	19124-4235	24th District	3901 Whitaker Avenue	Floor 1/ Lobby	1
135	POLICE	19124-4235	25th District	3901 Whitaker Avenue	Floor 1/ Cell Block Area	1
136	POLICE	19125-3408	26th District	611 E. Girard Avenue	Floor 1/ Front Entrance	1
137	POLICE	19125-3408	26th District	611 E. Girard Avenue	Floor 1/ Cell Block	1
138	POLICE	19141-ND	35th District	Broad & Champlost St	(Des) SW / Right of Main Entrance	1
139	POLICE	19141-ND	35th District	Broad & Champlost St	SW / In Cell Block	1
140	POLICE	19141-ND	35th District	Broad & Champlost St	SW / In Cell Block	1
141	POLICE	19141-ND	35th District	Broad & Champlost St	SW / In Cell Block	1

	A	B	C	D	E	F
142	POLICE	19141-ND	35th District	Broad & Champlost St.	SW / In Cell Block	1
143	POLICE	19140-3817	39th District	22nd & Hunting Park Ave.	Lobby Area	1
144	POLICE	19147-5601	3rd District	1301 S. 11th Street	Right of Entrance/ Left Wall	1
145	POLICE	19147-5601	3rd District	1301 S. 11th Street	Cell Block	1
146	POLICE	19147-5601	4th District	1301 S. 11th Street	Left Side of Entrance/ Right Wall	1
147	POLICE		5th District	6650 Ridae Ave	Cell Block	1
148	POLICE		5th District	6650 Ridae Ave	Lobby Area	1
149	POLICE	19107-1821	6th District	235 N. 11th Street	In Cell Block	1
150	POLICE	19107-1821	6th District	235 N. 11th Street	Des/Outer Waiting Rm/Inside Front Ent	1
151	POLICE	19115-ND	7th District	1701 Bowler Street	Cell Room/ Box Underneath	1
152	POLICE	19106-1509	7th District	1701 Bowler Street	On wall/ Outside of Entrance	1
153	POLICE	19114-1124	8th District	3102 Red Lion Road	Back of Bldg/ by Gas pump/ cell block	1
154	POLICE	19114-1124	8th District	3102 Red Lion Road	Main Entrance / Right Set	1
155	POLICE	19107-1920	9th District	401 N. 21st Street	In Cell Block/Entr. Down Ramp/ Floor 1	1
156	POLICE	19107-1920	9th District	401 N. 21st Street	Floor 3/ 9th Police Ops	1
157	POLICE	19107-1920	9th District	401 N. 21st Street	In Cell Block	1
158	POLICE	19107-1920	9th District	401 N. 21st Street	Floor 2/ Off Of Elevator	1
159	POLICE	19124-6001	Fleet Mmt 1	100 E. Hunting Park Ave.	Floor 1/ Near Entrance	1
160	POLICE	19147-5633	Fleet Mnar	1117 Reed Street	Radio Shop	1
161	POLICE	19153-3820	Impound Lot	7992 Penrose Ferry Rd	Vehicle Release Office	1
162	POLICE	19111-2733	Internal Affairs	7790 Dungan Road	Main Ent/Right set	1
163	POLICE	19136-1605	P. Academy	8501 State Road	O/S Admin Building/Staff Pl / Phone #2	1
164	POLICE	19136-1605	P. Academy	8501 State Road	O/S Admin Building/Staff Pl / Phone #1	1
165	POLICE	19136-1605	P. Academy	8501 State Road	O/S Admin Building/Staff Pl / Phone #3	1
166	POLICE	19136-1605	P. Academy	8501 State Road	O/S Admin Building/Staff Pl / Phone #4	1
167	POLICE	19121-4721	Police Garage	2531 W. Master Street	Garage/ Indoor/ Near W. Side wall	1
168	POLICE	19106-1509	Police HQ	700 Race Street	Floor 2/ Near Room 215	1
169	POLICE	19106-1509	Police HQ	700 Race Street	Basement/Holding Tank	1
170	POLICE	19106-1509	Police HQ	700 Race Street	Floor 1/ Detective Room 101	1
171	POLICE	19106-1509	Police HQ	700 Race Street	Walkway/ Women's Cell Block "C"	1
172	POLICE	19106-1509	Police HQ	700 Race Street	Walkway/ Women's Cell Block "C"	1
173	POLICE	19106-1509	Police HQ	700 Race Street	Floor 1/ Near Safety Office	1
174	POLICE	19106-1509	Police HQ	700 Race Street	Floor 3/ Outside Room 301/ E. Side	1
175	POLICE	19106-1509	Police HQ	700 Race Street	Bsmt Cell Blk/ Outside Cell "B" in back	1
176	POLICE	19106-1509	Police HQ	700 Race Street	Bsmt in Detention Cell "B"/ Asbestos	1
177	POLICE	19106-1509	Police HQ	700 Race Street	Basement/ Holding Tank	1
178	POLICE	19106-1509	Police HQ	700 Race Street	Basement/ Holding Tank	1
179	POLICE	19123-2606	Police Misc Depts	990 Spring Garden St.	Floor 2/ Hallway/ Right Set	1
180	POLICE	19124-6011	Tow Squad	4298 McAllister St.	Floor 1/ Near Garage Area Wall	1
181						
182						64
183						
184	REC	19121-2244	Amos Rec Ctr	1817 W. Berk St	Rm G3 in Lobby/ (Wednesday only)	1
185	REC	19121-3729	Athletic Rec Ctr	1400 N. 26th Street	loc. near boxing area on wall	1
186	REC	19138-1519	Awbury Rec Ctr	6101 Ardleigh Street	Ent. Left wall /AC 8-4:30 M. T. F	1
187	REC	19131-ND	Carousel House	1700 Belmont Ave	main ent. Right wall	1

	A	B	C	D	E	F
188	REC	19125-2436	Dan Shissler Rec Ctr	1860 Blair Street	Indoor	1
189	REC	19121-2217	F. Park Com	2135 W Cecil B. Moore Ave	Lobby - right wall	1
190	REC	19150-ND	Finley Plad	1002 Hortter St	lobby right wall	1
191	REC	19111-ND	Fox Chase Rec Ctr	7901 Riddgeway St	near office /Access after 9am	1
192	REC	19130-2131	Francisville Plad	1737-39 Francis Street	Lobby Hallway	1
193	REC	19128-ND	HillSide Rec Ctr	201 Fountain Street	main ent. Right wall	1
194	REC	19124-2313	Houseman Plad	5091 Summerdale Blvd	main ent wall near vending machine	1
195	REC	19111-3710	Jardel Rec Ctr	1500 Cottman Ave	inside main ent. Phone both	1
196	REC	19111-6009	Lawncrest Rec.Ctr	6000 Rising Sun Avenue	Indoor/FrontFover	1
197	REC	19104-ND	Lee Cultural Ctr	4328 Haverford Ave	Next to Gvm	1
198	REC	19144-1603	Mallerv Plad	101 E. Johnson Street	inside lobby area	1
199	REC	19131	Mann Music Ctr	52nd & Parkside Ave	Sec"A" lowr right sd of bldg left phn	1
200	REC	19134-1705	McVeigh Rec Ctr	3346 D Street	Hlwy Otsd of Office	1
201	REC	19121-1201	Movlan Rec Ctr	2501 W. Diamond Street	Main lobby on wall/ open 2pm-9pm	1
202	REC	19115-1723	NE/BSL TN	Haves Plad	9800 Roosevelt Blvd.	1
203	REC	19133-ND	Northern Liberty Rec C	321 Fairmount Avenue	Lobby	1
204	REC	19148	Older Adult Center	1431 E. Passvunk Ave	Up front in cubicle	1
205	REC	19120-ND	Olney Rec Ctr	A & Spencer Street	main ent rot. Wall/ knock hard to access	1
206	REC	19147-2725	Palumbo Rec.Ctr	1000 Fitzwater Street	loc main lobby	1
207	REC	19122-1200	Penrose Plad	1101 W. Susquehanna	Main Lobby on wall/open 3-6	1
208	REC	19130-3338	R. Clemente Rec. Ctr	1800 W. Wallace Street	Main Entrance lobby wall	1
209	REC	19132-2828	R.H.DellEast	3300 W. Huntinadon St.	Under shed by ladies room	1
210	REC	19132-2828	R.H.DellEast	3300 W. Huntinadon St.	in the green room	1
211	REC	19019-ND	Rec. Dept	Fairmount Park	Lincoln Dr. & Forbidden Dr. / Parking Area 12	1
212	REC	19153-ND	Rec. Dept	Hoalsnd Rd&Delaware Riv	Across Daily/Entr Rear Ent to Old Fort	1
213	REC	19147-4309	Rizzo Rec Ctr	1001 S. Front Street	loc main lobby	1
214	REC	19139-3833	Savre-Morris Rec.Ctr	5835 Spruce Street	2nd flr. Rot. Wall	1
215	REC	19131-4865	Shepard Rec Ctr	5700 Haverford Ave	on wall near avm	1
216	REC	19138-2034	Simons Plad	7150 Woolston Ave.	inside lobby corridor near day care	1
217	REC	19148-ND	SO/PSYNK	Vare Rec Ctr	Bsmt Weight lifting room/open 8am	1
218	REC	19126-3900	Sturais Plad	200 N. 65th Avenue	S.Plq/Aft2/ sokwt 215.685.2877	1
219	REC	19111-ND	Tarken Rec Ctr	6250 Frontenac St	In warm up area left wall	1
220	REC		Toweiv Plad	1876 Howard St.	front entrance left side	1
221	REC	19151-ND	Tustin Plad	60th & Columbia St	main area right wall	1
222	REC		Water Tower Rec	201 E. Hartwell Lane	end of fover on left wall	1
223	REC		Simpson Rec Center	1010 Arrott Street	lobby on the left wall	1
224	REC	19145-ND	Guerin Rec Center	2201 S. 16th St.	lobby phone	1
225						
226						41
227						
228	FAIR PRK	19129-ND	F. Park	KlvDr&Stwbrv Mansion	Near Refreshment Stand	1
229	FAIR PRK	19115-ND	F. Park	8979 Pine Road	RT Blmfd/L ET on PineSt/L Ft Set/Pnvok	1
230	FAIR PRK	19152-1205	F. Park	8611 Bustleton Ave.	PennvPack Entrance	1
231	FAIR PRK	19131-ND	F. Park	Belmont& S. Concourse	Across from Carousel House	1
232	FAIR PRK	19131-ND	F. Park	Belmont & Edaelv Rd	Near Meth Home	1
233	FAIR PRK	19151-ND	F. Park	6600 City Line Ave.	6600 CITY LINE AV	1
234	FAIR PRK	19122-ND	F. Park	Montgomery Drive	Maintenance Shop/ N of W River Dr	1

	A	B	C	D	E	F
235	FAIR PRK	19122-ND	F. Park	Montgomery&Army Rd	SVC RD of Ballfield	1
236	FAIR PRK	19111-1325	F. Park	8500 Verree Road	N. of Lafayette Hme/Vere PE Pole33483	1
237	FAIR PRK	19128-ND	F. Park	East River Drive	Nr Lowd Hall	1
238	FAIR PRK	19148-ND	F. Park Com	Broad & Pattison Street	FDR Park/Bath Hse/NR Swimming Pool	1
239	FAIR PRK	19136-2204	F. Park Com	3205 Rhawn Street	Outside Entrance/ NR Holemhorst	1
240	FAIR PRK	19114-3103	Glen Ford ConserCoro	5100 Grant Ave	Basement (Hrs 9-5pm)	1
241						
242						13
243						
244	H SVCS	19102-1608	Public	1414 Arch Street	Floor 1/ Unit Rear Lobby/ Right Phone	1
245	H SVCS	19102-1608	Public	1414 Arch Street	Floor 18/ Des. Conf Center/ Right Phone	1
246	HEALTH		Employee Med. Svcs	700 N. 19th St	lobby right wall near water fountain	1
247	HEALTH	19146-1613	Health Auth.	500 S. Broad Street	Floor 1 near ladies room	1
248	HEALTH		Health Ctr #2	1700 S. Broad St.	inside front entrance. left wall	1
249	HEALTH		Health Ctr #3	455 S. 43rd St.	lobby behind right wall. right phn	1
250	HEALTH	19145-2315	Health Ctr 2	1700 S. Broad Street	Front Lobby	1
251	HEALTH	19104-1361	Health Ctr 4	4400 Haverford Avenue	Outside Entrance	1
252	HEALTH	19104-1361	Health Ctr 4		4400 Haverford Avenue	1
253	HEALTH	19121-2217	Health Ctr 5	1900 N. 20th Street	Waiting Area/right wall	1
254	HEALTH	19123-1531	Health Ctr 6	301 W. Girard Avenue	Inside/Near Entrance on Right	1
255	HEALTH	19144-2153	Health Ctr 9	131 E. Chelton Avenue	Inside/ Near Entrance	1
256	HEALTH	19149-1230	Health D. 10	2230 Cottman Avenue	Right of Door	1
257	HEALTH	19146-1613	Health Dent	500 S. Broad Street	Inside Health Dent/ Basement/ L nch Rm	1
258	HEALTH	19104-4543	Med Exam.	321 University Ave.	Main entrance lobby hall on right	1
259	HEALTH	19130-ND	Nursing H.	Corinthian & Girard Av	Ground Floor/ x from café'	1
260	HEALTH	19130-ND	Nursing H.	Corinthian & Girard Av	Flr1/E Wno Nr Wt Ft/CLB4Cov9243944	1
261	HEALTH	19130-ND	Nursing H.	Corinthian & Girard Av	Flr2/W Wno Hallway/ Nr Room 236	1
262	HEALTH	19130-ND	Nursing H.	Corinthian & Girard Av	Floor 3/ W Wno/ Outside Room 337	1
263	HEALTH	19130-ND	Nursing H.	Corinthian & Girard Av	Flr4/W Wno Hlwy/Nr Rm 437/Nurse S	1
264	HEALTH	19130-ND	Nursing H.	Corinthian & Girard Av	Flr5/ W Wno/OpRm506/Phn Mv Nx-537	1
265	HEALTH	19130-ND	Nursing H.	Corinthian & Girard Av	(NTK) Flr 6/ N Wno/L ha Rm O/S rm 637	1
266	HEALTH	19130-ND	Nursing H.	Girard & Corinthian Av	Floor 4 / North Near Room 462	1
267	HEALTH	19130-ND	Nursing H.	Corinthian & Girard Av	Floor 2 / W Room 207	1
268	HEALTH	19130-ND	Nursing H.	Corinthian & Girard Av	3 West/ Outside Room 307	1
269	HEALTH	19130-ND	Nursing H.	Corinthian & Girard Av	4 West/ Outside Room 407	1
270	HEALTH	19130-ND	Nursing H.	Girard & Corinthian Av	Floor 6/ West Near Room 607	1
271	HEALTH	19132	Nursing H.	Corinthian & Girard Av	1st Fl. West Wno across from room 112	1
272	HEALTH	19132-4627	Strawb Mans	2840 W. Dauphin Street	Inside /Near Entrance	1
273						
274						29
275						
276	LIB	19123-1311	R Rodriguez	600 W. Girard Avenue	Inside Front Dr/Left Wall	1
277	LIB	19103-1116	Central	1901 Vine Street	Basement right set/nr mens rm	1
278	LIB	19103-1116	Central	1901 Vine Street	Basement middle set/nr mens rm	1
279	LIB	19111-2504	Fox Chase	501 Rhawn St	front outside right	1
280	LIB	19120-ND	Greater Olney	5th & Tabor Rd	located outside front near bldg.	1
281	LIB	19149-1230	NE Reg Libry	2228 Cottman Ave	Lobby/ Right Phone	1

	A	B	C	D	E	F
282	LIB	19144-2702	NW Regional	68 W. Chelton Avenue	SE	1
283	LIB	19131-ND	Wvnnfield	54th & Overbrook	Inside Front Dr/Right Wall	1
284						
285						8
286						
287	S&S	19131-4713	1st Highway Yd.	4800 Parkside Ave	hallway next to ice machine	1
288	S&S	19132-ND	3rd Highway Yd.	22nd & York	hallway next to ice machine	1
289	S&S	19124-4219	5th Highwv Yd	251 E. Luzerne Street	1st Floor hall	1
290	S&S	19136-ND	6th Highwv Yd	State Rd & Ashburner St	Lounge area	1
291	S&S	19124-4238	Line Stripping	4042 Whitaker	hallway	1
292	S&S	19124-4238	Street Dent	4040 Whitaker Avenue	Floor 2/ Asphalt Unit	1
293	S&S	19124-ND	Street Dent	Whitaker & Luzerne	Bridge Yard Unit/ Hall	1
294	S&S	19124	Street Dent	701 Ramona Ave	Flr 1/Hall by WaterCooler/Frnt of Sim Kar	1
295	S&S	19144-ND	Street Dent	Stenton & Sylvania Street	1st Flr Hall	1
296	S&S	19121-5243	Street Dent	2601 W. Glenwood Ave.	near Stairwell	1
297	S&S	19143-ND	Street Dent	51st & Grays Avenue	Garage left wall	1
298						
299						11
300						
301	WATER	19143-ND	Sewer Mtce Yard	50th & Paschall Street	front near vending machine	1
302	WATER	19132 -ND	Water Dent	2901 N 29th Street	Outside - Up Driveway	1
303	WATER	19153-3800	Water Dent	7800 Penrose Ferry Road	In Lunchroom	1
304	WATER	19135-2918	Water Dent	5100 Robbins Avenue	Milnor Sewer/ Garage Area	1
305	WATER	19129-1103	Water Dent	3585 Fox Street	Water Survey Office	1
306	WATER	19129-1230	Water Dent	3489 Fox Street	Auto Maintenance Garage	1
307	WATER	19137-1415	Water Plant	3895 Richmond Street	Admin Building/Floor 1/Near LunchRoom	1
308	WATER	19153-3813	WD Pollution	8200 Enterprise Avenue	Maintenance Building / Shop	1
309						
310						8
311						
312	MISC	19144-4248	Phila Voting Whse	4700 Wissakicken Ave	Inside warehouse.Center Wall	1
313	MISC	19110-1023	Tax Review Board	100 S Broad St	4th fl Elevator Lobby/right set	1
314	MISC	19145-ND	Sunoco Refinery	2500 Gallows Lane	Philly Fireboat 3 phone	1
315						
316						
317						3

Attachment H

City of Philadelphia Payphones

Calls, Minutes, Revenue by Rate Type For 12 months (April 2011 – March 2012)

Rate Type	Calls	Minutes	Revenue
Coin	54,276	271,102	\$27,171.05
0+ Local	4,426	32,635	\$62,546.57
0+ LD	3,630	33,153	\$55,179.82
PCC	56,283	148,592	\$16,682.28
TOTALS	118,615	485,482	\$161,579.72

Attachment I

Philadelphia Airport

Calls, Minutes, Revenue by Rate Type

For 12 months (April 2011 – March 2012)

Rate Type	Calls	Minutes	Revenue
Coin	96,246	200,506	\$77,599.70
0+ Local	181	609	\$1,247.54
0+ LD	4,548	21,121	\$56,520.00
PCC	91,388	323,174	\$27,227.61
Pay E-Mail			\$8,076.09
TOTALS	192,363	545,410	\$170,670.94

ATTACHMENT J

MANDATORY PRE PROPOSAL MEETING & SITE VISIT SIGN IN SHEET

City of Philadelphia
 Payphone Concession and
 Philadelphia Prison System Site Visit
 April 24, 2012 - CFCF

Name	Title	Company Affiliation	E-mail address	Phone Number
FRANK TOROK	MAJOR ACCOUNT MAN.	SECURUS	FTOROK@SECURUS.TECH.NE.T	610 841-6956
Jeff Hixon	Field Service Technician	Securus	jhixon@securusTech.net	240-527-9812
Robert Kennedy	Ops Mgr	PT-S/NCIS	bobkennedy@pt-s.com	857-488-6073
MICHAEL HATHORN	Asst Mgr	SECURUS	MHATHORN@SECURUS.COM	716 834 3115
John Gany	Acct Mgr	OTC	JGany@STC.NET	732 560-0006
Shelli Leat		OTC		215-686-3931
Julie Simmons	DEO NIBESPECTIVE	DEO	Julie.Simmons@Phila.gov	683-2083
John Corston	Principal	UHP Wireless Networks - NBE	corston@uhpwireless.com	610 639 6631
JONATHAN FORD		UHP Wireless Networks	ford@uhpwireless.com	610 331-0691
JOANN MURAGETA	OWNER	MID-ATLANTIC CONSULTANTS	JMURAGETA@MIDCONS.COM	609 330-5129
RICK DEMPSEY	CONTE. ADMIN.	DOA	RICK.DEMPSEY@PHL.DEO	215 937 5313
Tom Hearn	Regional Mgr.	Keefe/ICS	thearn@keefe-ics.com	251-6054-777
Sarah Cianfrone	Acct. Mgr	Keefe/ICS	scianfrone@keefe-ics.com	(609) 297-7777
Richard Constant	owner	Publicall	Richard@Publicall.com	(904) 313-7145
ROBERT SUTTON	Division Deputy Chief	City of Philadelphia	robert.sutton@phil.gov	215-683-5032
Michael Donovan	Contract Administrator	PPS	Michael.Donovan@ppsc.com	215-683-7902
Jaclyn Brown	SA	PPS	jaclyn.brown@pisc.com	215-683-7885

PHL PHILADELPHIA INTERNATIONAL AIRPORT

SIGN-IN SHEET

MEETING: PAY TELEPHONE RFP
SITE VISIT

DATE: 4/26/12
10:00 AM

LOCATION: PHL -

ATTENDEE NAME (PRINT)	REPRESENTING	PHONE/E-MAIL
1) RICK DEMPSEY	DIVISION OF AVIATION PHILA. INT'L AIRPORT	215 937 5573 RICK.DEMPSEY@PHL.ORG
2) JOHN STAUFFER	Elliott-Lewis	215-937-7812 JOHN.STAUFFER@PHL.ORG
3) LIMAJOT HARMS	DOA	215-937-5481
4) JONATHAN FORD	UHP	610-331-0691
5) FRANK TOROK	SECURUS	484-550-7116
6) Jeff Hixon	Securus	240-527-9812 / jhixon@securusTech.net
7)		
8)		
9)		
10)		
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18)		