

**The Philadelphia Parking Authority
Mellon Independence Center
701 Market Street, Suite 5400
Philadelphia, PA 19106**

**RFP No. 17-03
Red Light Traffic Signal Photo Enforcement System
Addendum One**

To: See Email Distribution List

From: Mary Wheeler
Manager of Contract Administration

Date: March 24, 2017

No Pages: 1 plus Exhibit A

This addendum is issued on March 24, 2017 prior to the due date to add, delete, modify, clarify and/or to respond to questions submitted by prospective bidders regarding the work included in the above referenced solicitation.

CHANGES, ADDITIONS AND CLARIFICATIONS TO THE RFP DOCUMENTS

1. Please see sample contract, Exhibit A, which should be attached to your RFP documents.
2. **Restriction of Contact:** Mary Wheeler, Manager of Contract Administration, is to be the sole contact for this solicitation. All questions or clarifications should be emailed to mwheeler@philapark.org. In the event that you have a current contract with the Authority, you are permitted to continue communicating with Authority staff to fulfill your contractual obligations. However, under no circumstances are you permitted to discuss this RFP with anyone other than Mary Wheeler.

END OF ADDENDUM ONE

Exhibit A

**AGREEMENT BETWEEN
THE PHILADELPHIA PARKING AUTHORITY
AND**

PPA Contract No. _____

This AGREEMENT (the "Agreement") is made as of this ___ day of _____ 2017 by and between **The Philadelphia Parking Authority**, a body corporate and politic, (the "Authority") with its principal place of business at 701 Market Street, Suite 5400, Philadelphia, PA 19106, and _____ ("**Contractor**") with its principal place of business at _____

BACKGROUND

WHEREAS, pursuant to 75 Pa.C.S. §3116 and Chapter 12-3000 of the Philadelphia Code, the Authority is authorized to act as the system administrator of the automated red light camera program in the City of Philadelphia ("City");

WHEREAS, as the System Administrator, the Authority is authorized to contract for services to implement the automated red light enforcement system;

WHEREAS, the Authority prepared and issued a Request for Proposals "Red Light Traffic Signal Photo Enforcement System" Proposal No. 17-03 (the "RFP") on _____;

WHEREAS, Contractor submitted a conforming Proposal to the RFP on _____ and represents that it is able and qualified to provide the technical and professional services and support required for installing, implementing and maintaining the automated red light enforcement system of the type that the Authority wishes to acquire;

WHEREAS, after due consideration and deliberation within the Authority, Contractor was selected to provide the Red Light Enforcement System upon the successful negotiation of this Agreement; and

WHEREAS, the Authority desires to engage Contractor for such purposes.

NOW, THEREFORE, in consideration of the promises and of the mutual agreements herein contained, the parties, intending to be legally bound, hereby agree as follows:

**ARTICLE I
DEFINITIONS**

1.1 "Acceptance Criteria" shall mean written performance criteria specific to each phase of the Schedule that verify that the phase meets the relevant System Requirements and System Specifications as set forth in Exhibit "G" [PPA Acceptance Form].

1.2 "Agreement" shall mean this Agreement, including all Exhibits attached to this Agreement.

1.2 "Approach" shall mean all lanes of traffic moving toward an intersection in one direction. An approach can consist of one through traffic lane or multiple lanes comprising left-turn, through, and right-turn. The individual intersection approaches shall be detailed in the Implementation Plan and Schedule as set forth in Exhibit "C". In addition to other parts, the System is comprised of multiple approaches.

1.3 "Authority Data" shall mean the data and images being captured, processed, managed, tracked or stored by the System.

1.4 "Authority Project Manager" shall have the meaning set forth in Section 2.6.

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

1.6 "Authority Specifications" shall mean the description of the Authority required features, functions and performance characteristics for the System (including certain components of the System) set forth in the RFP or any other form used by mutual agreement of the Parties.

1.7 "Contractor" shall mean the entity designated at the beginning of this Agreement as the "Contractor."

1.8 "Contractor Project Manager" shall have the meaning set forth in Section 2.3.

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

1.11 "COTS Software" shall mean the commercially available off-the-shelf software programs listed in Exhibit "A".

1.12 "Detailed Design Specifications" shall mean all documents in which design, development, production, installation, integration, implementation or maintenance of the System is addressed, including but not limited to the Technical Requirements and System Specifications, electrical and mechanical schematic diagrams, programming specifications, flow charts, reliability criteria, screen and report design specifications, Acceptance Criteria, System Test Procedures, test plans, training materials and user documentation. These shall be included within the System Implementation Plan and Schedule to be developed in accordance with Section 2.2.

1.13 "Developed Software" shall mean all Software included in the System that is not COTS Software or Prior Existing Software and shall include, without limitation, those portions of the Software written for the Authority by Contractor or third parties on Contractor's behalf in connection with the design, development, production, installation, integration, implementation and maintenance of the System.

- 1.14 "Effective Date" shall mean the date of this Agreement first set forth above.
- 1.15 "Existing System" shall mean the red light camera system currently installed and operational immediately prior to the Effective Date of this Agreement.
- 1.16 "Expenses" shall have the meaning set forth in Section 4.3 hereof.
- 1.17 "Final System Acceptance" shall mean completion of the Final Acceptance Period, testing and written acceptance by the Authority as provided in Section 6.3 hereof.
- 1.18 "Final Acceptance Period" shall mean at least a 30-day period during which the Authority tests the System in operation, as described in Section 6.3 hereof.
- 1.19 "Fixed Fee" shall have the meaning set forth in Section 4.1 hereof.
- 1.20 "Hardware" shall mean all electronic or mechanical hardware and other equipment included as part of the System, including third-party hardware, as set forth in Exhibit "A".
- 1.21 "Indemnities" shall have the meaning set forth in Article XIII hereof.
- 1.22 "Initial Warranty Period" shall mean the period beginning with the first delivery of any portion of the System for testing and ending one (1) year after Final System Acceptance.
- 1.23 "Prior Existing Software" shall mean any portion of the Software, other than COTS Software, created prior to commencement of design and development of the System, which Contractor specifically identifies to the Authority in writing on Exhibit "A" or which is otherwise required to be provided in order for Contractor to deliver and implement its System.
- 1.24 "Project" shall mean design, development, production, installation, integration, and implementation by Contractor of the System, and the training by Contractor of Users to use and operate the System and maintenance of the System during the term of this Agreement.
- 1.25 "Proprietary Information" shall have the meaning defined in Section 12.1 hereof.
- 1.26 "Punch List" shall mean a list of correctable problems determined and developed by the Authority's Project Manager or between the Authority's Project Manager and Contractor's Project Manager as permitted by this Agreement.
- 1.27 "RFP" shall mean The Philadelphia Parking Authority's Request for Proposals "Red Light Traffic Signal Photo Enforcement System" Proposal No. 17-03 that was issued on _____ and all Exhibits annexed thereto, including any and all addenda, a copy of which is attached hereto as Exhibit "B" and incorporated herein throughout by reference.
- 1.28 "Schedule" shall mean the schedule for the Project set forth in Section 2.2 hereof.

1.29 "System Completion Date" shall mean the delivery date established for each System as set forth in the Implementation Plan and Schedule mutually agreed to between the Parties as set forth in Section 2.2.

1.30 "Significant Failure" shall mean any defect that impacts the functionality of the System or equipment resulting in the inability of any camera to capture red light violations for more than 48 hours or the loss of any information or data.

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

1.32 "Subcontractor" shall be a subcontractor providing services, software, or hardware for the Project, who has been approved by the Authority as provided in Article III hereof.

1.33 "Subcontractor Agreement" shall mean a written agreement between Contractor and a Subcontractor entered into in connection with the Project, approved by the Authority in its sole discretion.

1.34 "Support and Maintenance Agreement" shall mean the agreement described in Section 9.2.

1.35 "System" shall mean the Automated Red Light Enforcement System and all of its parts, as described by the Technical Specification set forth in the this Agreement. For purposes of clarity, the parties may also refer to the System when referring to an Approach. For purpose of clarification, and not by way of limitation, the System shall include all software, hardware, manuals or documentation set forth in this Agreement, including the Technical Requirements section. All System hardware must be new and unused at the time of installation, whenever such installation occurs during the term of this Agreement.

1.36 "System Integration" shall mean the process of interfacing and complete functionality between the System and the Existing System.

1.37 "System Test Acceptance" shall mean successful completion of the System Test Procedures as acknowledged in writing by the Authority as described in Section 6.3.

1.38 "System Test Procedures" shall mean the test procedures approved by the Parties that verify whether the System meets all of the System Specifications and System Requirements.

1.39 "System Specifications" shall mean the description of the System as set forth the in this Agreement.

1.40 "Technical Requirements" shall mean the functional, technical and operational requirements of the System as set forth in this Agreement.

1.41 "Users" shall mean the users of the System, namely, Authority employees.

1.42 "Work Product" shall mean all Developed Software, Source Code for Developed Software and any other materials or works or authorship, in whatever form, developed or created by Contractor (or Contractor's Subcontractor(s)) for the Authority hereunder and any inventions, improvements, or discoveries therein, whether or not patentable, but excluding any Authority Data, Authority Provided Resources, Authority Specifications and Authority inventions, improvements, or discoveries related to the System.

*****NOTE: IT IS AGREED AND UNDERSTOOD THAT THE DEFINITIONS SECTION IS SUBJECT TO MODIFICATION UPON REVIEW OF THE RESPONSES.**

ARTICLE II
SERVICES AND SCOPE OF WORK

2.1 The Project. Contractor agrees to deliver the System and complete the Project in accordance with the terms of this Agreement ("Services").

2.2 The Schedule.

(a) The Project shall be completed as follows: The Parties shall meet within ten (10) days following the Effective Date of this Agreement to develop a mutually agreeable Implementation Plan and Schedule. The Implementation Plan and Schedule shall be completed and agreed to in writing between the Parties within thirty (30) days of the Effective Date. Upon completion and agreement of the Implementation Plan and Schedule, the Authority shall issue a Notice to Proceed to Contractor to commence implementation of the Project. All delivery, performance and associated penalty timelines set forth in this Agreement shall commence upon the issuance of the Notice to Proceed. The Implementation Plan and Schedule shall be incorporated in to this Agreement as if fully set forth herein as Exhibit "C" [Implementation Plan and Schedule]. The Parties agree that the lockbox services to be provided by Contractor shall be performed directly by Contractor itself through its _____ processing office. This shall be included in the final Implementation Plan and Schedule.

(b) Project Phases/Existing System. The Project shall be implemented in various phases according to the Schedule. During these phases and after Final System Acceptance, operation of the System shall not interfere with the Existing System other than as noted in the Schedule. Contractor acknowledges that the Existing System shall remain available for use, and shall not be disabled, until the Authority decides in its sole discretion that such Existing System is no longer needed, or is fully implemented in accordance with the Schedule.

2.3 Project Manager. Contractor shall appoint a qualified member of its staff, to act as project manager ("Contractor Project Manager") subject to the approval of the Authority, such approval not to be unreasonably withheld. The Contractor Project Manager's duties shall include, but not be limited to, conducting the Project and acting as liaison between the Authority and Contractor, Contractor and Contractor's Subcontractor(s), and the Authority and

Contractor's Subcontractor(s). The Contractor Project Manager selected by Contractor and approved by the Authority shall be _____. The Project Manager shall not be reassigned or removed by Contractor without cause as Contractor Project Manager without the written consent of the Authority Project Manager. If Contract Project Manager is removed for cause by Contractor, Contractor shall in writing notify the Authority (in advance if practicable and in all cases as soon as reasonably possible) of the reasons for the removal. Upon written request by the Authority, Contractor shall replace Contractor Project Manager with an individual acceptable to the Authority. The Contractor Project Manager shall coordinate Contractor's Services with Authority employees and parties performing other Services or work for the Authority as requested by the Authority from time to time.

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

2.5 Key Personnel.

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

(b) Contractor acknowledges that award of the Agreement was based in part on the key personnel proposed by Contractor performing the functions proposed by Contractor. The Authority considers these individuals to be essential to the performance of the Agreement. Accordingly, Contractor agrees that the individuals listed as "Key Personnel" in Exhibit "D" shall perform the Services as proposed in accordance with Exhibit "D". No substitutions shall be made without the prior written approval of the Authority Project Manager. Contractor shall notify the Authority Project Manager twenty (20) days in advance (or as soon as reasonably practical) of the proposed substitution. The notification shall include (a) an explanation of the circumstances necessitating the proposed substitution, (b) a complete description of the qualifications of the proposed substitute, which shall be equal to or greater than the individual to be replaced, and (c) any other information requested by the Authority. Contractor shall have the right to transfer or replace any employee other than key personnel and to substitute other qualified personnel, provided that such transfer or replacement shall not cause a delay in the performance of the Services, a downgrading of the quality of the Services, or increased cost to the Authority.

2.6 Authority's Project Manager. Unless otherwise specified by the Authority, the Authority's project manager ("Authority Project Manager") shall be the Authority's Director of Support Services, James F. Hoch. All requests for payment by the Contractor under this Agreement shall be directed to the Authority Project Manager.

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

ARTICLE III
SUBCONTRACTORS; THIRD-PARTY HARDWARE & SOFTWARE

3.1 Subcontractors. The selection of subcontractors by Contractor after the Effective Date shall be subject to the prior written approval of the Authority, such approval not to be unreasonably withheld. Following the Authority's approval of a selected subcontractor, Contractor shall negotiate a Subcontractor Agreement with the selected subcontractor, which Subcontractor Agreement shall be subject to the written approval of the Authority (such approval not to be unreasonably withheld or delayed) prior to being entered into by Contractor (a selected subcontractor approved by Authority who enters into a Subcontractor Agreement approved by the Authority is a "Subcontractor"). The initial list of Subcontractors is set forth in Exhibit "E", and the Authority gives approval for the use of the Subcontractors listed in Exhibit "E", subject to the Authority's receipt of a copy of the Subcontractor Agreements. Approval of a Subcontractor or Subcontractor Agreement by the Authority shall not limit or absolve Contractor's duties, obligations or warranties under this Agreement for any part of the System or Project.

3.2 Third-Party Software and Hardware. Based on Contractor's representations in this Agreement and the Proposal, the initial list of Third Party Software and Hardware listed in Exhibit "A" shall be deemed approved for inclusion in the System by the Authority.

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

3.4 Confidentiality Agreement. Prior to commencing work on the Project or to the disclosure of any Confidential Information to any Subcontractor (whichever is sooner), each Subcontractor shall execute a Subcontractor Confidentiality Agreement (which shall, unless otherwise provided for in this Agreement, contain a provision ensuring that all work product developed by the subcontractor vests in Contractor) in a form acceptable to the Authority. Contractor may use its standard Non-Disclosure Agreement with its Subcontractors.

ARTICLE IV
PAYMENT TERMS

4.1 Compensation. Contractor agrees to accept a fixed fee for Contractor's performance of the Project, including the System, Work Product, delivery of all necessary components of the System (including hardware and software) and full installation thereof (the

"Fixed Fee"). The Fixed Fee shall include all Subcontractors' fees, Expenses, Software and Hardware. Contractor agrees to accept the Fixed Fee pursuant to this Agreement as follows:

- (1) For the Base Term: \$_____ per approach per month.
- (2) The Fixed Fee for each red light camera approach shall be due and payable on the first of each month that Services are to be provided.
- (3) Contractor's Proposal Pricing Section B.21 is incorporated in its entirety herein and other than as modified by the terms of this Agreement; said Pricing section shall remain as set forth therein.
- (4) Convenience Fee: Contractor will charge violators no more than \$_____ for each credit card transaction related to the payment of one or more red light camera violations. Contractor shall retain all convenience fee.
- (5) Except for the Convenience Fee set forth in Section 4.1(4), the Contractor may not charge or collect any consideration for its performance under this Agreement expecting the Fixed Fee. Contractor expressly agrees that it will seek no additional revenue, payment or reimbursement for performance under this Agreement but for the Fixed Fee and Convenience Fee. For clarity purposes only and not by way of limitation, performance under this Agreement shall include payment of any and all costs, including subcontractor costs, associated with the installation and operation of the automated red light system at each Approach including, but not limited to, the excavation of the street, the installation of the underground infrastructure including all wiring, conduit, connections and the cost of obtaining any permits necessary for the installation, operation of the automated red light system, all backroom functions necessary to operate the automated red light system as provided in this Agreement and all work and costs associated with the dismantling or transfer of the system or any of its parts upon cancellation of this Agreement.

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

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

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

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

4.6 Lack of Funds. In the event funding for this Agreement is exhausted or unavailable, Contractor shall be allowed to suspend all work or Services being provided under this Agreement until funds are available to compensate Contractor. In the event that funds are unavailable for a period of more than 45 days, Contractor shall be entitled to terminate this Agreement and such termination shall be a termination for convenience by the Authority.

ARTICLE V CHANGE ORDERS

5.1 Contract Changes.

(a) The Authority Project Manager may at any time, by written order and without notice to the sureties, if any, direct any change to the Project within the general scope of the Agreement ("Change Order"); however, such changes may not increase the aggregate Fixed Fee of Convenience Fee of the Agreement without advance approval by the Authority's Board at a public meeting and any change made without such approval shall be void. For matters not involving a change to the Fixed Fee or Convenience Fee, only the Authority's Project Manager may direct changes on the Authority's behalf under the Agreement and then only when expressly authorized to do so in writing by the Authority Project Manager. No Change Order shall be effective without the approval and signature of both Parties. The parties agree that changes to the aggregate amount of Fix Fee related revenue generated by the installation of new cameras at new approaches shall not be considered a change to the fixed fee.

(b) If any change directed in writing by the Authority Project Manager causes an increase or decrease in the cost of, or time required for, performance of any part of this Agreement, otherwise affects any provision of the Agreement, Contractor shall notify the Authority Project Manager in writing within five (5) business days of receipt of the written Change Order, and shall negotiate in good faith with the Authority, as appropriate, an equitable adjustment to the price and/or schedule (or change to any other terms or conditions). The Authority Project Manager shall issue a modification to the Agreement reflecting the terms of the equitable adjustment, which, if agreed to, shall be signed by the Contractor. The amounts payable for Change Orders shall be subject to the provisions of 5.1(a) and 24(b). Either Party shall not unreasonably delay or withhold its consent to any Change Orders.

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

ARTICLE VI TEST AND ACCEPTANCE; QUALITY ASSURANCE

6.1 Testing of System. Contractor shall cause each System, including each Approach made part of the System, to submit to all testing in a commercially reasonable fashion and

actively participate in such testing pursuant to this Agreement and testing documentation produced and accepted by the Parties pursuant to this Agreement.

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

6.3 System Test Acceptance. Upon completion of each Approach as evidenced by a PPA Acceptance Form, the Authority and the Users shall use the System at that approach for a period of 30 days ("Testing Period") during which time any problems reported by the Authority to Contractor, or of which Contractor becomes aware, shall be corrected as soon as reasonably possible by Contractor but in all cases within 30 days. In the event that any problems affect the Authority's use of the System as determined by the Authority's Project Manager, the Testing Period shall automatically be extended by the number of days the Authority's use of the System was affected at that approach. At the end of the Testing Period, Contractor shall provide the Authority with revised System Test Procedures subject to the Authority's written approval, which reflect any changes in the System necessitated by problems resolved during the Testing Period. System Test Acceptance, as described in Section 6.4 hereof, shall be repeated according to the revised System Test Procedures. After completion of the modified System Test Procedures and completion by Contractor of any revisions to the Detailed Design Specifications, the Authority shall provide written notice signifying its final acceptance of the System ("Final System Acceptance") by execution of the PPA Acceptance Form. Failure of the Authority to provide its acceptance or reasons for rejections of such acceptance within five (5) days of the request shall be deemed an acceptance. Contractor may commence invoicing the Authority its Fixed Fee for each Approach upon the preliminary PPA acceptance to begin the Testing Period for each Approach.

6.4 System Test Acceptance Quality Assurance. At all times during the term of this Agreement, Contractor shall comply with the System Quality Assurance provisions set forth in Exhibit "K". The parties to this Agreement agree that the provisions of this section are non-exclusive and subject to modification at the sole direction of the Authority.

ARTICLE VII LIQUIDATED DAMAGES

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

7.2 Liquidated Damages. The parties to this Agreement agree that the Authority will be damaged in the event that any scheduled milestone events identified in this Agreement are not delivered on time, or if a System sustains a Significant Failure, and that the extent of such damage is very difficult to ascertain. Accordingly, the parties have agreed to establish liquidated damages in advance, in the event of such late delivery, unavailability or Significant Failure of a System.

Contractor is responsible for daily verification of each site's operational status and is required to immediately notify the Authority of any camera or System malfunction discovered by Contractor. Any camera or System malfunction (other than a catastrophic event; an event resulting in infrastructure damage to the System or approach) must be repaired or replaced within 24 hours of its discovery unless otherwise approved by the Authority. For each hour exceeding the twenty-four (24) hours allotted for repair or replacement of inoperable equipment, Contractor shall pay the Authority liquidated damages per piece of inoperable equipment or camera location at the hourly rate of seventy-five dollars (\$75.00). These liquidated damages will accrue hourly until the repair or replacement is completed and the equipment is functioning to the satisfaction of the Authority. Any assessed liquidated damages will be deducted from the any repair or replacement invoice.

If any System Completion Date or other defined delivery period identified in this Agreement are not delivered on time as a result of delays caused by the Authority or third parties (other than Contractor's subcontractors, agents or suppliers), or if the System is out of service or otherwise unavailable as a result of damages stemming from the acts, misuse or unauthorized modification to a System by the Authority, its agents, or some other third party (other than Contractor's subcontractors, agents or suppliers), then the Authority hereby acknowledges and agrees that Contractor shall not be held liable for any liquidated damages for such delays. The liquidated damages set forth in this Article shall be cumulative and are not in lieu of any other damages to which the Authority may be entitled due to Contractor's negligence or breach of this Agreement.

7.3 Delay Damages. If Final System Acceptance does not occur on, before or within 14 days after the System Completion Date as a result of delays solely caused by or within the control of Contractor or any of its subcontractors, agents or suppliers, for each calendar day after 14 days after the System Completion Date up to and including the date on which Final System Acceptance occurs, Contractor shall pay to the Authority as liquidated damages, not as a penalty, for such delay, the amount of \$500 per day.

7.4 Reliability Damages. The remedies under such Section 10.9 shall be considered liquidated damages.

7.5 If at any time the Authority determines Contractor has not met any System Completion Date or reliability criteria due to mitigating circumstances, Contractor may request and the Authority reserves the right to waive all or part of any assessment or impact attributable thereto.

ARTICLE VIII

OWNERSHIP OF WORK PRODUCT, LICENSES and OWNERSHIP OF BELOWGROUND INFRASTRUCTURE

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

8.2 License to Work Product and Prior Existing Software.

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

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

8.3 Ownership of Authority Materials.

(a) As between the parties, the Authority shall own and retain all right, title and interest in and to the Authority Data, Authority Provided Resources, Authority Specifications (collectively, "Authority Materials") and Authority Work Product. The Authority grants Contractor a limited, fully paid-up, non-exclusive right and license to use, access, copy, reproduce, display, and create derivative works of the Authority Materials for the sole purpose of performing its obligations under this Agreement and the Support and Maintenance Agreement and only for so long as it is performing such obligations. The parties agree that the System's below grade components, currently installed and any future installations, shall be immediately and exclusively owned by the Authority. The parties agree that the System's below grade components are intended for the perpetual use of the Authority in its administration of the Red Light Camera Program and that any claim by Contractor for such below grade components is contrary to the Parties' intentions in negotiating and executing the Agreement. The Parties further agree that the Authority has the unlimited right to access the below grade components of the System during any term of the Agreement, provided such access does not prohibit Contractor from duly performing its duties under the Agreement.

(b) The Parties further agree that the only part of the System at each intersection that Contractor will continue to own upon termination of the Agreement is the above ground equipment to include the cameras, radars, detection sensors, housings, flashes and poles. Contractor will be provided the option to remove such above ground equipment upon the termination of this Agreement, at its sole cost. The parties agree that following the termination of the Agreement, the above ground equipment will become an asset of the Authority on the day after the date for removal as identified by the Authority to Contractor in writing with at least 20 days' notice, including in cases of a Winding-Down Period as provided in Section 16.7. The Authority agrees not to request that equipment from more than 15 intersections be removed by Contractor at any one time.

ARTICLE IX SUPPORT SERVICES

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

9.2 [RESERVED].

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

9.4 Data Backup. Contractor shall maintain and backup all data from the System, in adequate form, detail and arrangement, for the Authority's benefit throughout the term of this Agreement. In the event of catastrophic loss, Contractor shall provide the Authority with the backup data.

ARTICLE X REPRESENTATIONS AND WARRANTIES

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

10.2 No "Time Bombs" or "Open Source" Warranty. Contractor warrants, represents and covenants that the System shall be free from all devices such as "back-doors," "time bombs" or any other similar feature which may be activated by Contractor or any other third party so as to disable the System, in part or in whole, or otherwise interfere with the Authority's computer systems or any other computer system to which the System may be connected. The System shall also be free of open source software.

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

10.4 Hardware Warranties. Contractor warrants, represents and covenants that upon installation (unless otherwise agreed to by the Parties), all Hardware shall: (a) be new; (b) conform to all the requirements and specifications of this Agreement; (c) be free of defects in design, materials and workmanship; and (d) be of good quality. Contractor further warrants, represents and covenants that each item of Hardware shall operate correctly and in conformance with the Detailed Design Specifications and the applicable manufacturer's documentation during the Initial Warranty Period. Contractor shall repair or replace at its sole cost and expense, within 24 hours of reporting by the Authority, any Hardware that fails to comply with the foregoing warranty.

10.5 Software Warranties. Contractor warrants, represents and covenants that upon installation, all Software shall: (a) conform to all the requirements and specifications of this Agreement; (b) be free of defects in design, materials and workmanship; and (c) be of good quality.

10.6 Warranty of Non-Infringement. Contractor warrants, represents and covenants that, to its knowledge, the System, the Work Product, Contractor services and the services provided by its subcontractor(s) will not violate or in any way infringe upon the rights of third parties, including, but not limited to third-party proprietary, contractual, employment, trade

secrets, proprietary information, and nondisclosure rights or other rights, or any trademark, copyright or patent rights.

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

10.8 No Restrictions Warranty. Contractor represents and warrants that it is not a party to any restrictions, agreements or understandings whatsoever which would prevent or make unlawful its acceptance of the terms set forth in this Agreement or its performance hereunder. Contractor further warrants, represents and covenants that its acceptance of the terms of this Agreement and the performance of its obligations hereunder does not and will not (with the passage of time) conflict with or constitute a breach or default of any contract, agreement or understanding, oral or written, to which it is a party or by which it is bound.

10.9 Operational Reliability Warranty. Contractor represents and warrants that the System shall meet the reliability criteria set forth in Exhibit "B" during the term of this Agreement, provided that such warranty shall not apply to any individual item of Hardware which the Authority fails to periodically inspect in accordance with any Hardware inspection protocols which the parties may mutually agree to in writing. In addition to the remedies set forth in this Agreement and to the extent that Section 10.4 does not apply, Contractor shall repair or replace, within 24 hours of an Authority report, any Hardware that fails to comply with the foregoing warranty.

10.10 Personnel Warranty. Contractor warrants, represents and covenants that it is able to and will assign an adequate quantity of employees and subcontractors to the Project to meet the Schedule and all requirements of this Agreement, that all employees and subcontractors assigned to the Project shall have the necessary training, education and experience to perform the tasks to which they are assigned, and that all services will be provided in a workmanlike and professional manner.

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

ARTICLE XI TAXES

11.1 As an agency of the Commonwealth of Pennsylvania, and a local government agency, the Authority is exempt from the payment of state and local sales and use and other taxes on material, equipment or other personal property. Contractor agrees that the fees, price or rates stated in the Agreement (1) do not include any state or local taxes, surcharges or fees on the Authority in connection with this transaction, and (2) do include all other applicable taxes for which Contractor is liable.

11.2 The Contractor shall be responsible for the payment of any tax, duty (whether customs, import, antidumping or countervailing), fee or cost of any governmentally imposed permit, license or similar authorization required to render complete performance under the Agreement. Contractor shall indemnify and hold harmless the Authority against liability for the failure of the Contractor to pay any such taxes, fees or other costs. Contractor also certifies that its Philadelphia Business Activity License ID. No. is: _____, and has attached a true, current, and correct copy of its Philadelphia Business Activity License hereto as Exhibit "H" [Contractor Business License].

ARTICLE XII CONFIDENTIALITY

12.1 Confidentiality of Proprietary Information. Each party shall maintain all information which the other party has disclosed in negotiations prior to execution of this Agreement and which may be disclosed under or in connection with this Agreement, including but not limited to proprietary information concerning it and its affiliates, its products, financial plans and strategies, User and employee information (whether disclosed by the Authority or Users), documentation, services, or processes, whether transmitted or conveyed orally, in writing, in the form of drawings, or whether perceived or observed by the other party prior to or during the Project, as the strictly secret and confidential proprietary information of the disclosing party ("Proprietary Information"). With respect to the Authority, its "Proprietary Information" as used herein shall also include all Work Product, including but not limited to the Developed Software and Detailed Design Specification. Each party shall take all steps to protect and to not disclose the other party's Proprietary Information except in confidence and as otherwise required to complete the Project or use the System. Contractor agrees that it will not use or disclose the Authority's name, trade name, or other proprietary designation, except as necessary to perform its obligations to or on behalf of the Authority, without the Authority's prior written consent. Each party further agrees:

(a) not to make any use whatsoever of the other party's Proprietary Information, except as required to complete the Project or use the System;

(b) not to reveal or disclose to any third party the other party's Proprietary Information, except in confidence and as otherwise required to complete the Project;

(c) that the other party's Proprietary Information submitted in tangible form, such as drawings, sketches, reports and similar items shall be promptly returned to the other party upon the earlier of termination of this Agreement or completion of the Project, except to the extent such Proprietary Information needs to be retained by the Authority in order to use the System; and

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

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

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

ARTICLE XIII INDEMNIFICATION

13.1 General Indemnification. Contractor agrees to defend, indemnify and hold harmless the Authority and its affiliates, and their officers, directors, agents, invitees, employees, successors and assigns (collectively, "Indemnities"), at its sole expense, from and against all third party suits, actions or other proceedings, at law or in equity and from all damages, claims and demands, losses, liabilities, and expenses, including, without limitation, reasonable attorneys' fees, arising out of the negligence or willful misconduct of Contractor or the death, damage or injury to any third party (including those related to Workers' Compensation) or damage to any property which results from or is caused by any Work Product, the System or services performed negligently pursuant to this Agreement or the Support and Maintenance Agreement. Contractor will, at its sole expense, indemnify, defend and hold harmless Indemnities from and against any action, suit, claim or other proceeding brought against Indemnities by a third party which arises from (a) any Subcontractor Agreement; or (b) the performance of Contractor or Contractor's subcontractor(s) under this Agreement, the Support and Maintenance Agreement or any Subcontractor Agreement. Contractor's duty to defend Indemnities under this Article XIII shall exist as long as Contractor controls the selection of counsel and retains the sole and exclusive right to settle any such claims. Contractor shall not settle any claim that would impose any liability on Authority without its prior consent.

13.2 Limitation on Liability. The Authority shall not be liable to the Contractor for any special, consequential, punitive, speculative, incidental or indirect damages, whether such claim is based on a cause of action based in contract, negligence, strict liability, warranty, operation of law or otherwise.

ARTICLE XIV

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

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

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

ARTICLE XV INSURANCE

15.1 Insurance. During the term of this Agreement, Contractor shall provide and maintain insurance as detailed in the Certificates of Insurance identified in 15.2 below (collectively, the "Required Insurance Policies").

15.2 Certificate of Insurance Policy. A true and correct copy of Contractor's Certificate of Insurance is attached hereto and marked Exhibit "F" [Insurance].

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

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

ARTICLE XVI
TERM AND TERMINATION

16.1 Term. The Term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until _____, 2022 whereby it will terminate automatically unless terminated earlier pursuant to Articles XVII, XIX or XXIV of this Agreement or extended as set forth below.

16.2 Termination for Convenience. In addition to the rights specified in Article XVIII, the Authority shall have the right, upon thirty (30) days' prior written notice to the Contractor, to terminate the Agreement or performance of any portion of the Agreement by Contractor without cause as set forth herein. Such termination shall be considered a termination for the convenience of the Authority. After receipt of a notice of Termination for Convenience, and except as otherwise directed by the Authority, the Contractor shall:

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

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

(c) Terminate all subcontracts to the extent that they relate to the performance of the portion of the Agreement which is terminated;

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

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

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

(g) This Agreement will terminate automatically in the event that any act of government suspends or terminates the automated red light enforcement system in Philadelphia and shall be considered a termination for Convenience.

16.3 Reserved.

16.4 Termination Costs. In the event that the Authority terminates the Agreement, in whole or in part, for convenience, the Authority shall pay the Contractor the termination costs which shall be, if appropriate and reasonable and not already paid as of the notice of termination:

(a) the amount specified in this Agreement for the portion of the System completed and accepted by the Authority up to the notice of termination, (b) _____ per hour for the work performed on

any portion of the System that has not been accepted by the Authority as of the notice of termination, subject to the Authority's reasonable determination that such work was necessary and properly performed, (c) an amount equal to direct actual costs incurred in the performance of actions to be taken pursuant to Section 15.2 hereof; and (d) an amount equal to the cost of non-cancelable and non-returnable material and equipment which has been specifically obtained for the purposes of this Agreement but not installed as part of the System and not transferable to another project . Payment of the termination costs shall constitute an accord and satisfaction of the Contractor's rights in the event of a termination for convenience. Except for the right to be paid the termination costs, the Contractor shall have no right or claim to any moneys or damages with respect to a termination for convenience and shall make no other claim in the event of such a termination. If the Authority and the Contractor are unable to agree on the amount of the final payment within six (6) months after the Contractor's submittal of its termination claim, the amount shall be determined pursuant to Article XVI.

16.5 Survivability. Any and all provisions of this Agreement which by their nature would reasonably be expected to be complied with or performed after the expiration or termination of this Agreement, shall survive and be enforceable after the expiration or prior termination of this Agreement. Without limiting the generality of the foregoing or any provision in this Agreement expressly providing for survival, the provisions of Articles VII (Liquidated Damages), VIII (Ownership of Work Product; Licenses), X (Representations and Warranties), XII (Confidentiality), XIII (Indemnification) and XXIII (Audit) and shall survive termination of this Agreement regardless of the reason for termination for the applicable statute of limitations periods for any claim alleging a violation.

16.6 Close Out Services After Termination. Unless otherwise directed by the Authority as provided in Section 16.7, Contractor shall discontinue use of its camera equipment and no additional camera events shall be captured as of 11:59 pm on the effective date of the termination of this Agreement. Contractor shall continue to process all captured camera events up to and including the termination date, as provided in this Agreement through the first mailing of Tickets approved for issuance. The costs of processing the captured camera events is included in the Fixed Fee paid to Contractor for each camera through 11:59 pm on the effective date of the termination of this Agreement.

16.7 Winding-Down Period. The Authority may in its sole discretion elect to extend the term of all, or part, of this Agreement for a period of no more than 9 months consistent with the terms of this section. This period of term extension shall be referred to as the "Winding-Down Period".

(a) The Authority may provide notice to the Contractor of its intention to employ the Winding-Down period as follows: (1) at the time that any notice of termination is provided, or (2) after the date of any notice of termination and not less than 30 days before the scheduled date of termination.

(b) During the Winding-Down Period Contractor shall continue to operate each camera at each intersection pursuant to the schedule of removal provided by the Authority pursuant to Section 8.4(b) of this Agreement. Contractor shall continue to perform all Support Services necessary to issue up to 2 violation notices for each captured image of a red light

camera violation, including those identified in Sections B. 16, 17 and 18 of the RFP. Except where this Agreement is terminated for the actions or inactions of the Authority, the parties agree that the Authority is under no obligation to compensate Contractor for its time, fees, costs or any other expenditure associated with the termination of the Agreement. For example, if Contractor owns the cameras and poles upon which the cameras are mounted at each intersection and wishes to remove that equipment upon the termination of the Agreement, all costs associated with such removal will be born exclusively by Contractor as an ordinary business expense.

(c) Contractor shall be paid its per approach Fixed Fee as set forth in this Agreement for each intersection approach during the Winding-Down Period on the sliding scale provided below:

(i) From the date the Winding-Down Period begins (the "Start Date") until the date the number of intersection approaches falls below half of the total number of intersections in active service on the Start Date (the "Midpoint"), the Authority shall pay the per approach Fixed Fee as pursuant to the terms and conditions of the Agreement.

(ii) From the Midpoint until the date the number of intersection approaches falls below one-quarter of the total number of intersections in active service on the Start Date, the Authority will pay a monthly Fixed Fee equal to one-half of the Fixed Fee paid by the Authority for the most recent full month prior to the Start Date.

(iii) From the date that the number of intersection approaches falls below one-quarter of the total number of intersections in active service on the Start Date until the Winding-Down Period is completed, the Authority will pay a monthly Fixed Fee equal to one-quarter of the Fixed Fee paid by the Authority for the most recent full month prior to the Start Date.

(d) Except as provided in section 16.7(c) above, Contractor shall cease performing all Services for the Authority and will remove all remaining Contractor equipment, Systems, property etc. in accordance with the Agreement. The parties agree that Contractor equipment shall not include any belowground wiring, conduit, connections or any other belowground infrastructure associated in any way with the automated red light system and Contractor System. All connections to such underground wiring and equipment shall be left in place and safely preserved by Contractor until removal of Contractor's equipment.

(e) All terms and conditions of the Agreement shall apply to the Winding-Down Period.

16.8 Return of Authority Materials.

(a) Upon completion or other termination of this Agreement, subject to applicable retention periods established by law or by this Agreement, all finished, unfinished and unprocessable work, all violation documents, violation images, bad checks, microfilm, optical discs, computer tapes and all other materials described in the Agreement, together with all finished or unfinished original documents or copies (when originals are unavailable), reports or

other materials prepared by Contractor under this Agreement (“Authority Materials”) shall, at the sole option of the Authority, become the Authority’s exclusive property, whether or not in Contractor’s possession, free from any claim or retention of rights thereto on the part of Contractor, except as herein specifically provided in this Agreement, and shall promptly be delivered to the Authority upon the Authority’s request and the Authority shall return all Contractor’s properties to it.

(b) The Authority acknowledges that the transfer of archived violation images, video and data may require up to sixty (60) days, and Contractor agrees to maintain Authority access to the Contractor’s database until such transfer is complete. Contractor acknowledges that any intentional unjustifiable failure or intentional unjustifiable delay on its part to deliver the Authority Materials to the Authority may cause irreparable injury to the Authority not adequately compensable in damages and for which the Authority has no adequate remedy at law, and Contractor accordingly agrees that the Authority may in such event seek and apply for injunctive relief in a court of competent jurisdiction. The Authority shall have full and unrestricted use of the Authority Materials for the process of completing the Project. Contractor ownership and licensing rights as set forth in Article VIII, Sections 8.1 through 8.4 (including, but not limited to, all Work Product and Pre-existing Intellectual Property) shall be unaffected by this Section.

(c) The compensation for this transfer of Authority Materials is included in the Fixed Fee.

ARTICLE XVII DISPUTE RESOLUTION

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

17.2 Injunctive Relief. Notwithstanding the foregoing, either party shall have the right to initiate an action in the United States District Court for the Eastern District of Pennsylvania for temporary, preliminary or permanent injunctive relief.

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

ARTICLE XVIII DEFAULT

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

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

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

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

(d) fails to comply with Laws as defined in Section 23.1;

(e) fails to perform any of the other material provisions of the Agreement; or

(f) does any of the following:

(i) seeks, consents to, acquiesces in or suffers the appointment of a receiver of all or a material part of the Contractor's property or income;

(ii) admits in writing the Contractor's inability to pay the Contractor's debts as they mature;

(iii) makes a general assignment for the benefit of creditors;

(iv) files a voluntary petition in bankruptcy or a petition or answer seeking reorganization, an arrangement with creditors or an advantage under any present or future Federal, state or other law relating to bankruptcy, reorganization, insolvency, readjustment of debts, dissolution or liquidation or similar relief, or files an answer admitting the material allegations of a petition filed against the Contractor in any proceeding under any such law;

(v) is adjudicated as insolvent or is subject to an involuntary petition in bankruptcy, and such adjudication or filing is not set aside or terminated within thirty (30) days; or

(vi) experiences an attachment levied or a judgment executed against all or any material part of the Contractor's property or income and the same is not discharged within thirty (30) days.

18.2 Except as otherwise provided herein, if the Contractor fails to remedy to the Authority's satisfaction the material breach or default of any of the terms, covenants, or conditions of this Agreement within thirty (30) days after receipt by the Contractor of written notice from the Authority setting forth the nature of said breach or default, or comply with Section 18.3 below, the Authority shall have the right to terminate the Agreement for default. Any such remedial action taken by the Authority or termination for cause shall not in any way

operate to preclude the Authority from also pursuing all other available remedies against the Contractor and its sureties for said breach or default. In the event that the Authority elects to waive its remedies for any breach by the Contractor of any covenant, term or condition of this Agreement, such waiver by the Authority shall not limit the Authority's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

18.3 With respect to defaults which cannot be cured within thirty (30) days, and for which the Authority determines at its reasonable discretion that an extended cure period does not materially adversely impact the Authority, the Contractor shall, within thirty (30) days from notice of default, substantiate why a cure is not possible within the aforesaid thirty (30) day period, give written assurance of how and when it will remedy the breach or default (not to exceed sixty (60) days from such notice, or such longer period as the parties may mutually agree), and shall diligently pursue the cure of such breach or default. If the Contractor has not completed the cure within the specified period or is not in the reasonable discretion of the Authority diligently pursuing such cure, the Authority may exercise its rights hereunder without providing the Contractor any further opportunity to cure.

18.4 If the Authority terminates this Agreement, in whole or in part, for default, the Contractor shall not be entitled to receive any further payment for the portion of the Agreement which is terminated. In no event shall the Authority be liable to the Contractor for the design, development or procurement of any part of the System not delivered and accepted by the Authority. Contractor shall, upon direction of the Authority protect and preserve property in possession of the Contractor in which the Authority has an interest. In determining whether to direct the Contractor to protect and preserve property in which the Authority has an interest, the Authority shall consider, but shall not be liable for, the cost to the Contractor of storing such property. Payment for completed portions of the System delivered to and accepted by the Authority shall be at the price stated in this Agreement. The Authority may withhold from amounts otherwise due the Contractor for such completed portions of the System, such sum(s) as the Authority reasonably deems necessary to protect the Authority against any loss arising in connection with outstanding liens or claims of former lien holders. The Authority may procure, upon such terms and in such manner as the Authority may deem appropriate, work similar to that so terminated, and the Contractor shall be liable for any "excess costs" for such similar work (i.e., "excess costs" are equal to the difference between the amounts which would have been payable under the Agreement for the terminated portion of the Agreement and the total costs incurred by the Authority for such similar work including, without limitation, its costs in arranging for and procuring such similar work); provided however, that the Contractor shall continue performance of this Agreement to the extent not terminated under the provisions of this Article.

ARTICLE XIX ENVIRONMENTAL COMPLIANCE

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

19.2 Disposal. Contractor shall dispose of any wastes, including hazardous wastes, generated in connection with its performance of this Agreement in accordance with applicable

Federal, State, and local laws, regulations, ordinances, and orders, at its sole expense, using its own EPA generator number. In no event shall the Authority be identified as the generator of any such wastes. Contractor shall be identified on all manifests, etc. as the generator of such wastes. The Authority reserves the right to require Contractor to provide a copy of the results of any tests conducted by or for Contractor on any such wastes and, at the Authority's expense, to perform additional tests or examinations of any such wastes prior to disposal.

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

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

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

ARTICLE XXI
FAIR EMPLOYMENT PRACTICES/EQUAL OPPORTUNITY

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

21.2 Subcontractors. Contractor will include the provisions of Section 21.1 in subcontracts involving Services to be performed or supplies to be furnished under this Agreement, unless exempted by rules, regulations, or orders of the U.S. Secretary of Labor.

ARTICLE XXII
PERFORMANCE BOND AND LABOR AND MATERIAL BOND

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

22.2 The value of such Performance and Payment Bonds shall commence at 100% of the annual estimated value of the Agreement as set forth in Article IV. Contractor shall be allowed to reduce the value of the Performance and Payment Bonds by 25% upon delivery and

acceptance of 25% of the System, 50% upon delivery and acceptance of 50% of the System, 75% upon delivery and acceptance of 75% of the System and 90% on delivery and acceptance of the original scheduled System. After that, Contractor shall continue in effect a Performance and Payment Bond in the amount of 10% of the annual estimated value of each term period through the remainder of the Agreement Term and any renewal thereof. All bonds may be secured on an annually renewable basis. Contractor shall provide the original Bonds to the Authority on Contractor's Surety Bond subject to review and approval of the Authority.

ARTICLE XXIII
COMPLIANCE WITH LAWS, RULES, ETC.

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

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

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

(a) If the Authority requires the assistance of the Contractor as to any request or other issue related to the RTKL in regard to this Agreement ("Requested Information"), it will notify the Contractor using the contact information provided in this Agreement. Upon written notification from the Authority that it requires the Contractor's assistance in responding to such a request under the RTKL the Contractor must:

(i) Provide the Authority, within 5 days after receipt of written notification, with copies of any document or information in the Contractor's possession arising out of this Agreement that the Authority reasonably believes is Requested Information and may be a public record under the RTKL; and

(ii) Provide such other assistance as the Authority may reasonably request, in order to comply with the RTKL with respect to this Agreement.

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

(c) The Authority will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Authority determines that the Requested Information is clearly not protected from disclosures under the RTKL. In the event the Authority determine that the Requested Information is clearly not exempt from disclosure, the Contractor

must provide the Requested Information to the Authority within 5 days of receipt of written notification of the Authority's determination.

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

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

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

(i) Contractor will defend the Authority, at its sole cost, before an agency or court as to any matter or claim related to Contractor's Refusal. Contractor will provide that defense through independent legal counsel agreed to in advance by the Authority, in its sole discretion.

(ii) Contractor further agrees that it will indemnify and hold the Authority harmless for any damages, penalties, costs, detriment or harm that the Authority may incur as a result of the Contractor's failure to release Requested Information, including any statutory damages or order to pay any party's attorney's fees.

(g) As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

(h) The Contractor's duties relating to the RTKL are continuing duties that survive the expiration or termination of this Agreement and shall continue as long as the Contractor has Requested Information in its possession.

ARTICLE XXIV AUDIT

24. Audit and Inspection of Records. The Authority reserves the right to inspect, copy and audit the project records of Contractor and subcontractor(s) ("Contractor's Records") in connection with all matters related to the Agreement. Notwithstanding any other provision herein, such Contractor's Records shall not include any internal and proprietary cost and pricing data.

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

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

(c) Contractor's Records shall include, but not be limited to: accounting records (hard copy, as well as computer readable data if it can be made available); written policies and procedures; subcontract files, any other supporting evidence deemed necessary by the Authority to substantiate invoice charges or services related to the Agreement or Contractor's compliance with the terms of this Agreement.

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

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

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

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

ARTICLE XXV GENERAL PROVISIONS

25.1 Independent Contractor. The parties acknowledge and agree that Contractor has been hired solely as an independent contractor and is not and will not be considered or deemed to be an employee, agent, joint venture or partner of the Authority. Contractor will not have any authority to contract for or bind the Authority in any manner without the prior written approval

of the Authority and will not hold itself out as an agent of the Authority or as otherwise authorized to act for or on behalf of the Authority.

25.2 Assignment; Successors and Assigns. Contractor may not assign or otherwise transfer, in whole or in part, the Agreement or any of its rights or obligations hereunder, whether voluntarily, by operation of law or otherwise, without the prior written consent of the Authority, which may be withheld in the Authority's sole discretion. Any assignment made in violation of the preceding sentence shall be voidable by the Authority. This Agreement, and all rights and powers granted hereby, shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

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

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

25.5 Ethical Business Practices. Contractor acknowledges receipt and acceptance of the Contractor Integrity Provisions attached hereto as Exhibit "I" and incorporated herein throughout by reference. Violation of this Section shall be considered cause for termination of this Agreement for default in accordance with the Default Section.

25.6 Conflict of Interest. Contractor acknowledges receipt and acceptance of the Contractor Conflict of Interest attached hereto as Exhibit "J" and incorporated herein throughout by reference. Violation of this Section shall be considered cause for termination of this Agreement for default in accordance with the Default Section.

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

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

25.9 Work on the Authority's Premises. Contractor shall take all necessary precautions to prevent the occurrence of any injury to persons or property and any interference with the Authority's or Users' operations during the progress of such work. Contractor agrees that any of its personnel or Subcontractors performing work on the premises of the Authority or any Users shall work in harmony with the employees of the Authority or any Users and other contractors or subcontractors of the Authority. Contractor hereby agrees on behalf of its employees, agents and representatives, to submit to any security, training or safety requirements of the Authority and to comply with all rules and regulations established by the Authority.

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

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

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

25.13 Notices. All notices, requests, demands and other communications required or permitted to be made hereunder shall be in writing and shall be deemed duly given if hand delivered against a signed receipt therefore, sent by registered or certified mail, return receipt requested, first class postage prepaid, or sent by nationally recognized overnight delivery service, addressed as follows:

(a) If to the Authority:

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

and Authority Project Manager at:
The Philadelphia Parking Authority
James Hoch
Director of Enforcement
701 Market Street, Suite 5400
Philadelphia, PA 19106

(b) If to Contractor:

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

25.14 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its choice of law considerations. Exclusive venue for all claims arising from or relating to this Agreement shall be in the state or federal courts located in Philadelphia County, Pennsylvania; at the Authority's option, disputes shall be resolved in the Philadelphia Court of Common Pleas Commerce Court.

25.15 Jurisdiction. Each party agrees (1) to submit to personal and exclusive jurisdiction, and (2) that venue is proper, in the Federal courts of the Eastern District of Pennsylvania in connection with any dispute arising under or relating to this Agreement.

ARTICLE XXVI

26.1 Trade Names, Trademarks and Trade Dress.

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

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

26.2 Public Release of Information; Identification. Contractor shall obtain the prior written approval of the Authority concerning the content and timing of news releases, articles, brochures, advertisements, speeches and other information releases concerning the work performed or to be performed hereunder by Contractor, its subcontractors or employees or consultants of either. Contractor agrees to give the Authority reasonable advance time for review of any material submitted to the Authority for approval. Contractor shall not affix or display its logo, name or otherwise advertise its identity on any part of the System without the prior written approval of the Authority.

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

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

26.5 Order of Precedence. In the event of an inconsistency between provisions of this Agreement, it shall be resolved by giving precedence in the following order: (1) the main body of this Agreement (including Exhibits other than specifically the Contractor's Proposal and the RFP); (2) the Contractor's Proposal (Exhibit "A"); and (3) the RFP (Exhibit "B"). It is the Contractor's responsibility to study this Agreement and to report at once in writing to the Authority any errors, inconsistencies, discrepancies, omissions or conflicts discovered between any provisions of the Agreement. Any work performed by the Contractor prior to receiving a written response from the Authority with respect to any alleged error, inconsistency, discrepancy, omission or conflict shall be at the Contractor's own risk and expense.

26.6 Entire Agreement. This Agreement constitutes the full and entire understanding and agreement between the parties with regard to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained or referenced. The express terms hereof control and supersede any course of performance and/or usage of trade inconsistent with any of the terms hereof. Without limiting the generality of the foregoing, the RFP and the Proposal shall not be incorporated into this Agreement except to the extent portions of them are specifically incorporated by reference as part of either this Agreement or as part of an Exhibit.

SIGNATURE PAGE TO FOLLOW

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

The Philadelphia Parking Authority

Attest: _____

Print Name: _____

Print Title: _____

By: _____

**Clarena Tolson
Executive Director**

APPROVED AS TO FORM

By: _____

General Counsel's Office

Witness: _____

Print Name: _____

Print Title: _____

By: _____

Print Name: _____

Print Title: _____

EXHIBIT A

CONTRACTOR'S PROPOSAL

HARDWARE & SOFTWARE LIST

EXHIBIT B

RFP

EXHIBIT C

IMPLEMENTATION PLAN AND SCHEDULE

EXHIBIT D

KEY PERSONNEL LIST

EXHIBIT E
SUBCONTRACTOR LIST

EXHIBIT F

INSURANCE CERTIFICATES

EXHIBIT G

PPA ACCEPTANCE FORM

EXHIBIT H

CONTRACTOR BUSINESS LICENSE

EXHIBIT I

CONTRACTOR INTEGRITY PROVISIONS

EXHIBIT J

CONFLICT OF INTEREST PROVISIONS

EXHIBIT K

SYSTEM QUALITY ASSURANCE PROVISIONS

Contractor shall perform one (1) test every three (3) hours at each approach to ensure that the approach is fully operational. The test shall include, but is not limited to:

1. The Stop Bar is clearly visible;
2. The Camera and Flash Bar are in sync with the Red Light at the approach;
3. The No Turn on Red signs are clearly visible;
4. Two (2) clear images of the vehicle are taken; and
5. The data bar information including vehicle lane are accurate