

REQUEST FOR PROPOSALS FOR

Speed Enforcement System

RFP No. 18-26

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PART I

GENERAL INFORMATION TO OFFERORS

SUMMARY

When: Proposals must be submitted by Monday, February 4, 2019 no later than 2:00 PM.

Where: Philadelphia Parking Authority
Attention: Mary Wheeler, Manager Contract Administration
701 Market Street, Suite 5400
Philadelphia, PA 19106

How: Proposals must be delivered in a sealed envelope or box via mail, certified mail, return receipt requested (to include commercial delivery services) or by hand-delivery. Whether mailed or hand-delivered, all envelopes or boxes must display the Offeror's name and must be boldly and clearly **handwritten** (not typewritten) "RFP No. 18-26 – Speed Enforcement System". All proposals must be presented with one (1) original and seven (7) copies, individually numbered, and an electronic version consisting of one PDF file.

Mandatory Pre-Proposal Meeting

A mandatory Pre-Proposal Meeting will be held in the offices of the Authority, 701 Market Street, Suite 5400, Philadelphia, PA 19106 on Monday, January 14, 2019 at 11:00 AM. Offerors must attend the pre-proposal meeting to be eligible to participate in this solicitation.

Offerors are permitted to attend via conference call, 215.383.1625, Passcode 139494.

I-1. Introduction/Background

This Request for Proposals ("RFP") is being issued by the Philadelphia Parking Authority, ("Authority"), a body corporate and politic created under the laws of the Commonwealth of Pennsylvania in accordance with the Act of June 19, 2001, P.L. 287, No. 22, as amended, known as the "Parking Authority Law". The Authority is soliciting written proposals for a full service program for speed enforcement and associated services. The Authority is seeking both a speed Camera System as well as the full range of associated support services (violation validation and site selection support, customer service, expert witness testimony, telephone and correspondence processing, noticing, violations processing, Department of Motor Vehicle (DMV) interface, payment processing, collections, reporting, field maintenance and repair services, adjudication support and training.)

In this RFP, the word "system" used throughout is intended to describe the total offering of the Offeror. In this context, "System" will apply to both the automated system to be employed as well as the operational resources and administrative personnel (for functions designated as the responsibility of the successful Offeror), organization structure, policies and procedures proposed to provide the requisite levels of service.

On October 19th, 2018, Pennsylvania Governor Tom Wolf signed Senate Bill 172. Section 3370 of this bill outlines a pilot program for automated speed enforcement systems on designated highways in cities of the first class. In Philadelphia, this program will be implemented on U.S. Route 1 (Roosevelt Boulevard) with a southern limit of 9th Street and a

northern limit of the Philadelphia county line (just north of Southampton Road, at the Poquessing Creek). This pilot program will be in effect for a period of five (5) years from the effective date of legislation.

As a Request for Proposals, this is not an invitation to bid and although price is important, other pertinent factors will be taken into consideration.

I-2. Mission Statement

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

Multiple customer-focused actions flow from the Authority's mission:

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

I-3. Procurement Questions

Prospective Offerors are encouraged to submit questions concerning the RFP in writing no later than 2:00 PM on Wednesday, January 23, 2019. Questions concerning this RFP are to be submitted via email to Mary Wheeler at mwheeler@philapark.org with "RFP No. 18-26 Speed Enforcement System" in the subject line. Only questions submitted in writing will be addressed. The Authority will answer all questions in writing to all prospective Offerors. Any furnished answers will not be official until they have been verified, in writing, by the Authority. The Authority will not be bound by any verbal information or will it be bound by any written information that is not contained within the RFP or formally issued as an addendum by the Authority. The Authority does not consider questions to be a protest of the specifications or of the solicitation.

I-4. Clarification of Instructions

Should the prospective Offeror find a discrepancy in or an omission from the RFP, or should they be in doubt as to the meaning of any term contained therein, the Offeror may notify Mary Wheeler, Manager of Contract Administration via email at mwheeler@philapark.org prior to the question deadline. All questions and clarification requests will be

responded to via written addendum that will be emailed to all prospective Offerors. Addenda will also be posted to the Authority's website, www.philapark.org.

I-5. Restrictions of Contact

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

I-6. Proposal Conditions

Sealed proposals must be received in the office of the Philadelphia Parking Authority, addressed to Mary Wheeler, 701 Market Street, Suite 5400, Philadelphia, PA 19106, **Monday, February 4, 2019 no later than 2:00 PM**. Each eligible Offeror must submit to the Authority the information and forms required, which forms, and information will become the property of the Authority and will not be returned to Offeror, unless a written request to withdraw is received prior to the opening of proposals.

I-7. Small and Small Diverse Business Requirements

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

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

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

I-8. Signatures Required

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

I-9. Instructions for Affidavit of Non-Collusion

- A. The Non-Collusion Affidavit is material to any contract awarded through a public solicitation.
- B. This Non-Collusion Affidavit must be executed by the member, officer or employee of the Offeror who makes the final decision on terms and prices identified in the proposal.
- C. Bid rigging or collusion and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person

who signs the Affidavit below should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Offeror with responsibilities for the preparation, approval or submission of the proposal.

- D. In the case of a proposal submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an Affidavit must be submitted separately on behalf of each party.
- E. The term "complementary proposal" as used in the Affidavit has the meaning commonly associated with that term in the request for proposal process and includes the knowing submission of proposals higher than the proposal of another firm, any intentionally high or noncompetitive proposal, and any other form of proposal submitted for giving a false appearance of competition.
- F. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the proposal.

I-10. Executed Contract Required

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

I-11. Business Licenses

The proposal must include the Offeror's Philadelphia Commercial Activity License (formerly Business Privilege License) number and the Offeror's Federal Tax ID number. If the Offeror does not currently have a Philadelphia Commercial Activity License, it must obtain one immediately after being notified of selection. If the Offeror does not believe that it needs a Philadelphia Activity License, an explanation with references to statute and/or the Philadelphia Code should be included with the proposal.

I-12. Rejection or Acceptance of Proposals

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

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

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

Any form which is required to be submitted and which is incomplete, conditional, obscure, contains additions not called for and not approved by the Authority, or which contains irregularities of any kind, may be cause for rejection of the

proposal, in the sole discretion of the Authority. At any time up to the hour and date set for opening of proposals, an Offeror may withdraw its proposal. Such withdrawal must be in writing and sent to the Authority at the address set forth herein by a nationally recognized overnight courier service, certified mail, return receipt requested, or delivered in person. Such withdrawal will be effective only upon receipt by the Authority evidenced by written confirmation of such receipt and will preclude the submission of another proposal by such Offeror. After the scheduled time for opening of proposals, no Offeror will be permitted to withdraw their proposal, and each Offeror hereby agrees that their proposal will remain firm for the contract period. A proposal made and opened may be withdrawn with the written permission of the Authority, if the Authority determines in its sole discretion that the proposal is inconsistent with the best interest of the Authority.

I-13. Unacceptable Proposals

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

I-14. Proposal Qualifications

Proposals must present evidence satisfactory to the Authority that the Offeror is fully competent to perform the conditions of the Contract. Offerors must have the necessary facilities, experience and financial capacity to fulfill the conditions of the Contract and all the terms and specifications included herein.

The Offeror must provide the Philadelphia Parking Authority with information as to their ability to perform. Offerors must submit, as part of this proposal, information stipulated in the Proposal Qualification Form and proof of ability to furnish the items as outlined in the specifications. All systems being proposed must be approved by the Pennsylvania Department of Transportation (PennDot) prior to proposal submission. Only Offerors with experience in operating fifty (50) or more approaches in large municipalities are eligible to submit proposals.

I-15. General Warranty

Neither the final Certificate of Payment nor any provision in the contract included within the scope of this contract will constitute an acceptance of work not done in accordance with the contract or relieve the Offeror of liability in respect to any expressed warranties or responsibility for faulty materials or workmanship.

I-16. Post-Award Subcontracting

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

I-17. Notification of Offeror Selection

The Authority will study and evaluate all proposals which are received in accordance with the instructions set forth in the RFP and may select an Offeror or multiple Offerors and notify all other Offerors of the selection within sixty (60) days after the date the proposals are opened. Such notice must be in writing and mailed to the address furnished by each respective Offeror in the Transmittal Letter. The successful Offeror will not start the performance of any work prior to

the effective date of the Contract and the Authority will not be liable to pay the successful Offeror for any service or work performed or expenses incurred before the effective date of the Contract. Costs incurred by the Offeror in the preparation of the proposal or during any review or negotiations will be borne exclusively by the Offeror.

I-18. Standard Practices

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

I-19. Document Disclosure

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

The Offeror(s) selected for contract negotiation are required to submit to the Authority a redacted proposal pursuant to Pennsylvania's Right to Know Law. The redacted proposal will be available to the public prior to presentation to the Authority's Board of Directors for award.

I-20. Statement of No Proposal

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

I-21. Shipping and Delivery

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

I-22. Invoicing.

The Offeror will be responsible for sending invoices electronically via email to the Philadelphia Parking Authority through the Manager of the Red Light and Speed Camera Enforcement Program. The electronic transmission should be via a secure system that protects the confidentiality of the information being forwarded to the Authority. Monthly invoicing must be submitted to the Authority prior to the end of the following month.

I-23. Performance Bond and Labor and Materials Bond

The successful Offeror, prior to the commencement of work under the contract, will be required to furnish a faithful Performance Bond in an amount equal to one hundred percent (100%) of the Contract Amount and a Labor and Material Payment Bond equal to one hundred percent (100%) of the Contract Amount; said bonds must be from a surety company satisfactory to the Philadelphia Parking Authority and qualified to do business in Pennsylvania. The surety executing the bonds must be included in the listing of acceptable sureties contained in Treasury Department Circular 570, as most recently revised, and the amount of the bond must not exceed the underwriting risk of such surety forth in said circular or revision thereof.

The Surety executing the bonds must have a minimum A.M. Best Rating of A-; Class VII or higher.

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

I-24. Prevailing Wages

Current prevailing wages and benefits for the industry and trade will be paid at all times for the duration of this project. Upon an award, the successful Offeror is required to obtain current prevailing wage rate determinations applicable to this project (Serial Number 18-08032) from the PA Department of Labor and Industry Enterprise Portal at:

<https://www.dlisureweb.pa.gov/PrevWage/Pages/Project.aspx?ID=122439&PageType=>

All workers must be citizens of the United States of America.

I-25. Processing

All work processed by the selected Offeror must be done within the borders of the United States of America without exception.

I-26. Waiver of Liens

Any waiver by a contractor or subcontractor of lien rights shall be subject to and governed by the Pennsylvania Mechanics' Lien Law of 1963, 49 P.S. § 1101 et seq. Any and all Waiver of Liens must be filed with the City of Philadelphia Office of Judicial Records within fifteen (15) calendar days of award of this contract and prior to commencing work under this contract. The successful Offeror must deliver, to the Philadelphia Parking Authority, a copy of the Waiver of Liens filed with the Office of Judicial Records, which can be obtained at First Judicial District of Pennsylvania, Room 284, City Hall, Philadelphia, PA 19107

PART II

INFORMATION REQUIRED FROM OFFERORS

II-1. Proposal Format

All proposals submitted must conform to the following format requirements. A transmittal letter signed by a person authorized by the Offeror to engage the Authority in a contract must be included in your proposal. Proposals must be submitted on letter size (8 ½" x 11") paper. The point size font for text must be 10 to 12, and 6 to 8 for exhibits. All documents must contain a one-inch margin. For exhibits, 11" x 17" paper is acceptable. An electronic version of the Cost Proposal Form can be provided to all prospective Offerors upon request. Forms that are altered by the Offeror may be grounds for rejection of the Offeror's response.

The tab requirements are as follows:

- Tab A Transmittal Letter
- Tab B Executive Summary
- Tab C Firm Experience
- Tab D Key Personnel
- Tab E References
- Tab F Proposal Form
- Tab G Technical Response
- Tab H Financial Statements
- Tab I Insurance Requirements
- Tab J Proposed Amendments to Contract Terms
- Tab K Additional Information

II-2. Transmittal Letter (Tab A)

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

II-3. Executive Summary (Tab B)

Provide a concise overview of the Offeror's solution for the City of Philadelphia, the background and qualifications regarding speed enforcement systems, financial stability, and why the Offeror is the best value choice for the City of Philadelphia. Include any other information the Offeror feels would be relevant or which would serve to distinguish itself from other competing proposals.

II-4. Experience (Tab C)

In order to be considered qualified, Offerors should clearly demonstrate that they have successfully provided a speed enforcement system in large municipalities operating fifty (50) or more cameras. Include a list of cities with fifty (50) or more cameras where the proposed Camera System is currently in use, the operational starting date for each city including the number of locations covered, and the number of Camera Systems in each city. The Offeror will indicate the number of years the Camera Systems have been operational for each city.

II-5. Key Personnel (Tab D)

Provide a list of professional staff members who will be assigned to this engagement if the proposal is selected. Provide details of each professional staff member's qualifications, including years and types of experience, education, accomplishments, etc. Specify the extent of the availability and commitment of each such professional staff member who will be assigned to this engagement.

II-6. References (Tab E)

Describe your Company's experience in assisting similar entities, including any and all services for government agencies. List at least three (3) references where and when your firm provided similar services, within the past three years. The client references must include the name of the organization, address, email address, telephone number, individual contact person, the dates services were performed and a description of the services provided.

II-7. Proposal Form (Tab F)

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

II-8. Technical Response (Tab G)

Provide a response to each requirement in the RFP in order. In addition to a narrative response to each requirement, proposals must summarize the response to each requirement in a chart form listing, the RFP requirement, page in the RFP on which it is found and a response from the Offeror whether the proposal is in compliance, not in compliance or in compliance with explanation.

II-9. Financial Statements (Tab H)

Offeror must provide financial statements for the last three (3) years, which have been audited or reviewed by an independent Certified Public Accountant who is not an employee of the Offeror. Submit only one copy of their financial statements either with the original proposal or in a separate envelope marked "confidential". Proposals should also include a list of the company's Board of Directors and whether the Offeror is a subsidiary of another corporation.

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

II-10. Insurance Requirements (Tab I)

Offeror must submit a sample certificate of insurance from another recent project or a letter from its insurance company indicating that they will provide the required insurances as outlined in this RFP if awarded a contract.

II-11. Proposed Amendments to Contract Terms (Tab J)

If successful, this procurement process will result in the presentation of a completed final-form contract to the Authority's Board for approval at a public meeting. To advance that goal, a sample contract is included in part VI of this

solicitation. Please review the sample contract carefully. Any exceptions or requested changes to the contract **must be clearly noted in the proposal** to be considered.

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

II-12. Additional Information (Tab K).

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

PART III

CRITERIA FOR SELECTION

III-1. Mandatory Responsiveness Requirements

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

III-2. Technical Nonconforming Proposals

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

III-3. Proposal Evaluation

Proposals will be reviewed, evaluated and scored by an Evaluation Committee consisting of Authority employees. The Authority will select the Offeror(s) whose proposal is determined to be most advantageous to the Authority as determined by the criteria listed below.

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

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

Proposals will be evaluated consistent with the evaluation criteria as follows:

Evaluation Criteria Summary

- | | |
|----------------------------------------------------------------------------------------------------------------------------------|---------------------|
| A. Demonstrated performance of an operationally tested system providing supporting document history and data. | Weight: 20 % |
| B. Experience, reputation, demonstrated effectiveness, and system understanding with regard to speed enforcement systems. | Weight: 15 % |
| C. Demonstrated technical and network experience and capability | Weight: 15 % |
| D. Effectiveness and reputation in interfacing with third party motor vehicle agencies. | Weight: 15 % |
| E. Technical ability and resource availability for the modifications/development of new system components. | Weight: 10 % |
| F. Quality of proposal | Weight: 5 % |
| G. Proposal Pricing | Weight: 20 % |
| H. Small and Small Diverse Business participation. | Weight: 5 % |

Evaluation Criteria Detail

A. DEMONSTRATED PERFORMANCE OF AN OPERATIONALLY TESTED SYSTEM PROVIDING SUPPORTING – Weight: 20 %

A.1 Document History and Data

An operationally tested system will be defined as a system which is currently used by a major city (for the purpose of this RFP a major city is considered to be a city with a minimum of fifty (50) operational speed enforcement cameras) or traffic regulatory agency, which includes all of the system components, features and interfaces described in this RFP. The Authority reserves the right to request up to 2 years of operational data.

A.2. Compliance of the Proposed System

Compliance of the proposed system components, features and capacities with requirements defined in the RFP, including but not limited to experience in installing, and full support for a Speed Enforcement System.

A.3 Compliance of the Proposed Service Requirements

Compliance of the proposed system service requirements, the level of service, and the provision for ongoing services with the requirements defined in this RFP.

A.4 Provision of System Documents

Descriptions, specifications, and user requirements that will provide detailed information relative to the proposed system components, features, functions, interfaces, and operational elements.

A.5 Compliance with Operational Specifications

Compliance with operational specification requirements defined in the RFP.

A.6 Revenues

Ability to maximize net system revenues, and create at the Authority's request detailed financial reports and individual camera downtime reports.

A.7 Purpose and Objectives

Demonstrated understanding of the RFP's purpose and objectives.

A.8 Availability of Data

Capability and availability to the proposed system's on-line data and information to assist the Authority, City of Philadelphia and proposer personnel in conducting timely and efficient data inquiries, resolving and adjudicating issues and disputes, and researching, analyzing and correcting system problems and issues.

The Authority or its designated agents will be permitted to contact and visit, the frequency of each being at the Authority's sole discretion, one or more of the Offeror's existing or former clients/operating sites to verify the Offeror's statements and information relative to the existence, features and benefits of the Offeror's system. The Authority further requires the Offeror to provide the Authority with a detailed presentation of the Offeror's system at each and every aforementioned visits.

B. EXPERIENCE, REPUTATION, DEMONSTRATED EFFECTIVENESS, AND SYSTEM UNDERSTANDING WITH REGARD TO SPEED ENFORCEMENT SYSTEMS – Weight: 15 %

B.1 System Experience

Current and prior system experiencing including qualifications and experience of providing service capacity

requirements defined in the RFP operating a fifty (50) plus Camera System.

B.2 System Understanding

Demonstrated understanding of the system by how the proposal addresses critical issues identified by the RFP and how other issues deemed significant by the Offeror are addressed. Parameters set by the Offeror are to be approved at the discretion of the Authority.

B.3 Relevance of Experience

Relevance of the Offeror's experience to the requirements defined in the RFP.

B.4 Resource Quality

Qualifications and experience of the resources committed by the Offeror to the project as well as the Offeror's agents or sub-contractors.

B.5 Financial Strength

Financial statements for the most recent four (4) years, audited or reviewed by and independent Certified Public Account who is not an employee of the Offeror must be enclosed with the proposal.

C. DEMONSTRATED TECHNICAL AND NETWORK EXPERIENCE AND CAPABILITY – Weight: 15 %

C.1 Personnel Evaluation

Consideration of the experience of key network personnel based on the information supplied with regard to the operation of an enforcement camera program. All personnel listed should be made available to the Authority upon request.

C.2 Application Support

Consideration of system application support.

C.3 User Training

Consideration for user training and support.

C.4 Network Support

Consideration of system network support. In addition to a minimum of three (3) qualified system administrators who are designated for the Philadelphia project.

C.5 User Support

Consideration of remote and local diagnostic capability and ability to support a network help desk for users as well as Authority network administrators. Help desk should be available Monday through Saturday, 6:00 a.m. to 8:00 p.m.

C.6 Hardware and Software Capabilities

Capability of network hardware and software to accommodate initial and potential future installations including network plan.

C.7 System Maintenance

Consideration of system maintenance capability.

C.8 Technical Experience

Qualifications and technical experience of the resources committed by the Offeror to the project.

D. EFFECTIVENESS AND REPUTATION IN INTERFACING WITH THIRD PARTY MOTOR VEHICLE AGENCIES –

Weight: 10 %

D.1 Experience

The Offeror must have extensive, real life experience in electronic interfacing with third party entities and/or government agencies for billing and operational purposes.

D.2 Experience Relevancy

Relevancy of experience to the requirements defined in the RFP.

D.3 Quality of Resources

Qualifications and technical experience of the resources committed by the Offeror to this aspect of the project.

E. TECHNICAL ABILITY AND RESOURCE AVAILABILITY FOR THE MODIFICATIONS/DEVELOPMENT OF NEW SYSTEM COMPONENTS – Weight: 10 %

E.1 Development Experience

Experience and reputation relative to modifying/developing new system component for system clients.

E.2 System Experience

Experience and reputation relative to assisting clients to resolve business/system issues.

E.3 Relevancy of Experience

Relevancy of experience to the requirements defined in the RFP.

E.4 Technical Expertise

Qualifications and technical experience of the resources committed by the Offeror to the project.

E.5 Timeliness of Delivery

Demonstrated promptness and delivery of service to system clients.

F. QUALITY OF PROPOSAL – Weight: 5 %

F.1 Thoroughness

Responsiveness of the proposal to the submission requirements set forth in the RFP.

G. PROPOSAL PRICING – Weight: 20 %

G.1 Price

Pricing schedules.

G.2 Added Value

Additional services or items which are included in the proposed system at no additional costs to the Authority (no charges may be billed to the Authority unless such costs are explicitly stated in the proposal). In addition, Offeror will be responsible for 1st and 2nd notices with postage and all correspondence issues will be paid for by the Offeror. Offeror will attempt twice weekly to obtain vehicle owner identification until owner is found or statute of limitations occurs.

G.3 Equipment Detail

Descriptions, quantities and specifications of all equipment to support the proposed system.

G.4 Value for Cost

Assessment of the system and service quality that the Offeror will be able to deliver based on the proposal Costs.

G.5 Costs of Any Limitations

Assessment of the potential negative financial impacts on the Authority due to proposed limited system components, features, flexibility or processing capacity.

H. SMALL AND SMALL DIVERSE BUSINESS PARTICIPATION – Weight: 5 %

PART IV

WORK STATEMENT

IV-1. Objectives

General.

On October 19th, 2018, Pennsylvania Governor Tom Wolf signed Senate Bill 172. Section 3370 of this bill outlines a pilot program for automated speed enforcement systems on designated highways in cities of the first class. In Philadelphia, this program will be implemented on U.S. Route 1 (Roosevelt Boulevard) with a southern limit of 9th Street and a northern limit of the Philadelphia County Line (just north of Southampton Road, at the Poquessing Creek). This pilot program will be in effect for a period of five (5) years from the effective date of legislation.

Specific.

An automated system to be employed as well as the operational resources and administrative personnel (for functions designated as the responsibility of the successful Offeror), organization structure, policies and procedures proposed to provide the requisite levels of service. The scope of work that Offeror is expected to provide related to this RFP is included in the "Operational and System Requirements," contained herein.

All equipment systems, processes, and procedures provided under this Request for Proposals must comply with 75 Pa.C.S. §3370 and Chapter 12-3400 of the Philadelphia Code.

A. OPERATIONAL AND SYSTEM REQUIREMENTS

A.1 BUSINESS ETHICS

A.1.1 The Offeror will provide a list of all red light camera and speed enforcement contracts that it has been awarded in the last five (5) years, with contact and project information detailed.

A.1.2 The Offeror will provide an explanation for any contract that was terminated or for which service was no longer being provided during the period prior to the end date of the contract. Project name and number must be included.

A.1.3 Offeror will disclose any and all civil lawsuits filed against the Offeror, its officers, directors, associates, partners, limited subcontractors, consultants, affiliates, agents or employees in any jurisdiction in the United States arising out of or in connection with speed enforcement within the last five (5) years.

A.1.4 Offeror will provide a comprehensive list of any of its officers, directors, associates, partners, limited partners, individual owners, consultants, affiliates, agents, or employees who have been officially notified of, charged with, indicted or convicted of any federal or state law in the United States associated with obtaining, attempting to obtain or performing a public contract or subcontract within the last five (5) years.

A.1.5 The Offeror certifies that all information provided or that will be provided to the Authority is true and correct and can be relied upon in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information is a ground for the Authority to terminate this contract for cause and to pursue any other appropriate remedy.

A.1.6 The Offeror certifies that the Offeror's accounting system conforms to generally accepted accounting principles; is sufficient to comply with the contract's budgetary and financial obligations; and is sufficient to produce reliable financial information.

A.1.7 The Authority may examine the Offeror's and any first-tier sub-contractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The Offeror and any first-tier subcontractor must grant the Authority access to these records at all reasonable times during the contract term and for three (3) years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The Offeror must include the preceding language of this paragraph in all first-tier subcontracts.

A.1.8 The project manager is the Authority representative designated by the Executive Director, in writing and is authorized to:

- Serve as liaison between the Authority and the Offeror;
- Give direction to the Offeror to ensure satisfactory and complete performance;
- Monitor and inspect the Offeror's performance to ensure acceptable timeliness and quality;
- Accept or reject Offeror's performance;
- Furnish timely written notice Offeror's performance failures to the Deputy Executive Director;
- Prepare required reports;
- Approve or reject invoices for payment;
- Recommend contract modifications or terminations to the Deputy Executive Director;
- Issue notices to proceed;
- Monitor and verify compliance with any Authority Performance Plan.

Offeror must notify Authority of any and all personnel changes.

A.1.9 The project manager is not authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive the Authority's contractual rights.

A.2 INFORMATION SECURITY AND PROTECTION OF CIVIL LIBERTIES

A.2.1 The System must be capable of providing accessibility to numerous users without degradation of service. The list of users must be complete, accurate and approved by the Authority. Whenever the Offeror's users change, the Authority will be notified immediately in writing. The System must also allow multiple users to simultaneously view a single citation. It should also include a security and audit function to enable the tracking of access, data entry and amending of incidents.

A.2.2 The Authority seeks a speed Camera System that reliably, accurately, and fairly captures speed violations while minimizing the invasion of privacy for drivers and passengers. No Camera System may be capable of being manipulated from a remote location for any purpose. No Camera System may be placed in such a manner as to capture images other than those described in this document. All images must be specific to speed camera enforcement. Proposals should include how privacy concerns have been addressed in similar environments with similar equipment.

A.2.3 The System will provide limited access to images. Tracking software is required to show when and who accesses the System. The Offeror must notify the Authority of the method by which access to the System may be gained. System will be available to all users approved by the Authority.

A.2.4 All system program information, data, and images are the property of the Authority and may not be used by the Offeror outside the scope of services defined herein without written permission from the Executive Director.

A.3 PUBLIC INFORMATION, EDUCATION AND PUBLICITY FOR PROGRAM

A.3.1 The Offeror may be required (if deemed necessary by the Authority) to provide information in support of an ongoing public information campaign to improve public awareness of the speed camera program. In addition, the Offeror may be required to attend public meetings and assist the Authority and/or City staff in demonstrating the speed Camera System equipment program.

A.3.2 The Offeror will provide examples of speed enforcement community awareness campaigns it has participated in. The Offeror may discuss other community awareness activities it wishes to propose as part of its response.

A.3.3 The Offeror will be responsible for the creation of professionally produced public service announcements describing the speed camera program. The public service announcements will be done at the direction of the Authority.

A.3.4 The release of any information regarding speed camera program must be done with the approval of the Authority.

A.4 EQUIPMENT INSTALLATION

A.4.1 The Offeror will provide and install all related equipment needed to identify and photograph motor vehicles violating speed limits. Each camera will monitor speed violations from a single approach, and be able to capture multi-vehicles in multi-lanes simultaneously according to the specifications outlined in this RFP. New equipment must be installed and it must be of the latest technology available.

A.4.2 A Speed Enforcement System is defined as inclusive of all equipment and personnel required for the photo enforcement of speed violations in concert with the Philadelphia Parking Authority and the City of Philadelphia. The Authority will require the Offeror to install all hardware, including the traffic violation detection system. Required hardware will include, at a minimum, all computer interfaces, software, cameras, flash strobes, poles, violation detection system, wiring, and any necessary appurtenances to support a fully functional Speed Enforcement System. The Offeror will work with an electric power company to establish a separate power tap and billing account. The electricity costs must be paid by the Offeror.

A.4.3 The style, design and specifications for poles used in relation to the speed Camera System will be designated by the Authority. The Authority will be responsible for the providing and installation of all poles and signs at the Speed Enforcement System locations. The Offeror will be solely responsible for reimbursing the Authority for any and all monetary costs associated with the purchasing of and installation of the poles and signs.

A.4.4 The Offeror must provide and install the camera boxes, sensors (type approved by the Authority), related wiring and any ancillary equipment necessary to make the Speed Enforcement System operational. All Offeror equipment including the junction box must be marked with Offeror name and emergency contact information. Installation of the System will be completed on a schedule agreed to by the Authority. The Offeror must detail their installation methodology in its proposal response. Offeror must pay for all upgrades required by PennDot or the City of Philadelphia, including all licensing and permits required by the City. All replacement equipment must be new.

All equipment installed in relation to the Speed Camera System must be assembled in the United States and must be Pennsylvania Department of Transportation (PennDot) Approved.

A.5 EQUIPMENT MAINTENANCE

A.5.1 The removal of obstructions that interfere with clear vision of signs and signals will be the responsibility of the Offeror. All costs related to the removal of obstructions or other measures to alleviate obstructions will be absorbed by the Offeror.

A.5.2 All maintenance of Offeror-supplied equipment will be the responsibility of the Offeror.

A.5.3 The Offeror 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. Any camera or system malfunction 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, the Offeror will pay the Authority liquidated damages per piece of inoperable equipment or camera location at the hourly rate of one hundred fifty dollars (\$150.00). These 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 Offeror's invoice.

A.5.4 The Offeror must provide quality assurance check at a minimum of 2 times daily, or otherwise requested by the Authority, on each photo enforcement system seven (7) days a week. The Offeror is also expected to provide routine preventive maintenance. The Offeror must provide daily system status reports that describe the maintenance performed, problems detected and out-of-service time for each unit. Reports must be made electronically to the Authority and its designated representatives. These reports must be accurate and include all maintenance, repairs and replacements performed on all cameras. When the System is found to be inoperable, the Authority must be notified immediately.

A.5.5 The Offeror must submit a detailed maintenance plan. It must include all elements listed above as well as a staffing plan for maintenance functions. The Offeror is required to provide a description of the plan for any necessary repairs, including emergencies and maintenance of Camera Systems. The Offeror is further required to provide a detailed description concerning the availability of its technicians in the event that a camera becomes inoperable.

A.5.6 The Offeror is responsible for regular inspection of poles and equipment related to the System. They will be checked for damage, vandalism, structural integrity, and unauthorized posting of materials or graffiti. Repairs, cleaning and replacement of poles and equipment are to be done in adherence with the provisions of this contract. Unauthorized postings and graffiti will be removed expeditiously and costs will be absorbed by the Offeror.

A.5.7 Maintenance of each Camera System must be accomplished with minimal traffic lane obstruction. The Authority/City reserves the right to limit the days, hours and locations at which service vehicles may park to perform system maintenance.

A.5.8 Unless otherwise approved by the Authority, equipment being replaced due to damage, defacement or inoperability must be replaced with new equipment.

A.6 CONTRACTOR EXPERIENCE

A.6.1 Each proposal must include a list of cities with fifty (50) or more cameras where the proposed Camera System is currently in use, the operational starting date for each city including the number of locations covered, and the number of Camera Systems in each city. The Offeror will indicate the number of years the Camera Systems have been operational for each city.

A.6.2 The Offeror must have sufficient experience in providing large scale and full service speed Camera Systems and services to cities of similar size.

A.6.3 Discuss any other Offeror experience that may be relevant to the success of the speed Camera System and services program.

A.6.4 Provide the name, address, and telephone number of all subcontractors, vendors, and insurance providers proposed for this project. Include a brief qualifications summary discussing the responsibilities and experience of each firm.

A.7 PROJECT MANAGEMENT

A.7.1 The Offeror's back office operations will be closed on the following holidays: Memorial Day, July 4th, Labor Day, Christmas, New Year's Day, and Thanksgiving. Any other weekday closures must be approved by the Authority.

A.7.2 The Offeror will maintain a walk-in Customer Service Center located within the City of Philadelphia, at a location approved by the Authority. Citizens must be able to receive information, make payments, request a hearing, and view violation images and information at the Offeror's Customer Service Center. The Offeror's Customer Service Center does not have to be co-located with the Offeror's processing center.

A.7.3 The Offeror will make every effort to work with the Authority in resolving citizen inquiries or complaints made concerning the use of speed camera enforcement technology. Offer staff must be properly trained in all aspects of the enforcement camera program. The Customer Service Center will be open for business between the hours of 9:00 a.m. to 5:00 p.m., Monday through Friday. Please describe the level and available hours of customer service proposed for this project.

A.7.4 The Offeror will assist in establishing a clear written protocol to be approved by the Authority for handling citizen complaints. The Offeror will be required to document all contacts with violators in the incident tracking system.

A.7.5 The Offeror must have demonstrated experience in establishing, staffing, and operating a customer service operation with trained customer service representatives (CSR's) to handle the call volumes and citizen questions about the program or a particular traffic citation. CSR's will be paid the prevailing industry wage. Describe Offeror's customer service experience in similarly sized jurisdictions.

A.7.6 Describe the automated tools available for customer service representatives to:

- Review account data and violation images
- Send automated correspondence
- Initiate citation reviews
- Suspend account activity as appropriate

A.7.7 The Offeror must provide adequate staffing to open, count batch, log review and process correspondence letters mailed from citizens each day. The Authority requires that 90% of all correspondence be processed within one day of receipt when averaged for each week. In no case may any correspondence processing take more than two (2) working days.

A.7.8 Offeror staff should be cross-trained and experienced in all facets of correspondence submission requirements to ensure coverage during heavy volume periods. Appropriate supervisory staff will be assigned to all operational departments.

A.7.9 The Offeror is responsible for generating all out-going correspondence and providing detailed descriptions of each letter type (include sample system-generated letters with proposal). The Offeror will describe the system for generating correspondence to citizen inquires and include samples with the proposal.

A.7.10 The Offeror must describe the methodology for handling, processing, and tracking incoming and outgoing correspondence.

A.7.11 The mail processing facility should be equipped with thorough physical security features including but not limited to cameras, pass-key door lock system, sprinkler system, etc.

A.7.12 The Offeror will maintain a Processing Center within the City of Philadelphia. All violation processing services required by this Request for Proposals must be provided out of the Processing Center.

A.7.13 The Processing Center will conform to all local, state, and federal zoning and building code requirements.

A.7.14 The Processing Center will continue operation for as long as the contract for the Speed Enforcement Program is active and for 45 days thereafter. Upon conclusion of the contract and the 45 days thereafter, the Offeror will forward all records to the Authority for disposition of the remaining cases.

A.7.15 The Project Center Manager, or other designated employee of the Offeror, will be required to work in Philadelphia effectively with, and promptly address issues identified by the Authority on a daily basis.

A.7.16 The Offeror will provide trained office and clerical staff, which must be citizens of the United States and have experience operating a professional office setting. All work is to be done in the United States of America without exception.

A.7.17 The Offeror will identify the location of its proposed Violation Processing Center for the Philadelphia Speed Enforcement Program.

A.7.18 The Offeror will describe its project organization for both startup and ongoing operations. The Offeror must include all positions in the organization including number of staff and location. The Offeror must also include the names and resumes of all personnel requested by the Authority. Offeror will provide a detailed description of its process for hiring personnel associated with its administration of the speed camera program and any and all procedures it undertakes to help ensure that its employees, agents and sub-contractors are qualified to administer the speed camera program. If Offeror requires its employees to a drug testing policy, Offeror will provide its drug testing policy, including, but not limited to, the manner in which it tests and the frequency of its drug testing. All test costs will be incurred by the Offeror. The Offeror will immediately notify the Authority whenever staff involved in

the Authority's program are replaced. The Offeror is required to provide representation at meetings as determined by the Authority and other agencies responsible for the operation of the Speed Enforcement System.

A.8 INSTALLATION PLAN

A.8.1 Offerors will be required to install the systems within ninety (90) days of approved notification by the Authority. Any other systems will be installed at the discretion of the Authority, with ninety (90) days' notice. The Offeror is to submit a Project Work Plan or implementation timeline for all services as outlined for the entire project indicating how it intends to meet the Authority's implementation schedule. The plan should describe the project management methodology and activities needed to complete total project implementation. A typical plan will be presented in chart form and indicate weekly and monthly activities in support of the implementation, including quality control reviews and participation of subcontractors. The plan should provide milestones, anticipated completion dates, and all events required.

A.8.2 Discuss Offeror's success in implementing speed enforcement systems and service programs of similar size within similar time frames.

A.8.3 Offeror's system must be capable of interfacing and exporting all data and images with other Authority databases as required. Please describe other jurisdictions where the proposed system successfully interfaces with existing systems.

A.9 SITE SELECTION, ANALYSIS AND DESIGN

A.9.1 The Offeror may be required to perform feasibility and/or baseline studies at intersections being considered or selected for inclusion in the program. Proposals must include the methodology of the studies. Any traffic studies conducted as part of a site selection process must occur of the target location and for a period of at least twenty-four (24) continuous hours. Requested studies must be provided within 10 business days and at no cost to the Authority.

A.9.2 The Authority, in consultation with the City and the Pennsylvania Department of Transportation (PennDot), will be responsible for the final site selection. Offeror will provide examples of where they have implemented their strategy and provide contact information for each city referenced.

A.10 PERMITTING

A.10.1 Prior to installation, the Authority, in coordination with the City and PennDot will approve the design and installation of all system equipment. Installation of equipment should require minimal disruption of roadway surfaces and will conform to all city, state and federal guidelines. The Offeror will be responsible for submitting any plans as required by the City Code and obtaining all necessary permits and approvals required for installation of the Speed Enforcement System. Offeror must pay for all upgrades required by PennDot or the City.

A.11 CAMERA SYSTEM REQUIREMENTS

A.11.1 A "Camera System", for purposes of this proposal is, all equipment, installation, and maintenance and support infrastructure, as defined in this section, necessary to monitor speed violations at a single location from a single approach.

A.11.2 The Offeror will provide a digital Camera System of sufficient quality to provide clear color images, for

installation at each selected location. The Offeror will provide camera specifications with the proposal.

A.11.3 The camera will be capable of operating effectively in all weather conditions including heat, cold, wet and dry. The Offeror will explain how the System adapts to different weather conditions.

A.11.4 Camera systems will be fully automated with regard to set-up, settings and focusing.

A.11.5 The Authority expects one camera to cover all lanes, up to five (5) for each undivided approach.

A.11.6 Offeror must describe the proposed Camera System, including Camera System capabilities and features, Camera System housing and pole, flash units, and processing capabilities.

A.11.7 Each proposal must include a list of cities where the proposed Camera System is currently in use, the operational starting date for each city including the number of intersections covered and the number of Camera Systems in each city. Indicate the number of years the Camera Systems have been operational for each city with fifty (50) or more cameras.

A.11.8 Each Camera System will be equipped with a computer interface and must have sufficient computer support and associated equipment to record, document and track speed enforcement data for record keeping and adjudication purposes.

A.11.9 The Camera System should be capable of gathering and producing to the Authority daily/monthly location traffic information for statistical analysis to include speeds, speed violations, and traffic volume and associated averages. Traffic data must continue to be captured during periods when the camera is placed in a "quiet" mode or that setting where the Camera System is not in an enforcement mode.

A.11.10 Authority personnel must be able to review monthly reports and review/update violator account information online. The system must allow the Authority personnel to review all relevant account information.

A.11.11 Offeror's proposed Camera Systems must be easily portable, allowing a single speed Camera System to be rotated between several camera housings.

A.11.12 The Offeror must include the method proposed for violation detection. It must include a detailed description of the method and record of accuracy of the violation detection protocol proposed. The Offeror must include a list of cities where the violation detection method is employed.

A.11.13 The successful Offeror will provide a Camera System capable of photographing the rear of vehicles whose drivers commit speed violations. The camera must obtain a clear image of the rear of vehicles as to clearly identify the license plate. The camera must be able to capture at least three (3) color photographs per violation. The first photo must depict the vehicle operating at least 11 miles over the posted speed limit. The second photograph must depict the vehicle continuing to operate at least 11 miles over the posted speed limit at a location further down the road. The third photograph must depict a cropped view of the vehicle's license tag.

A.11.14 Images must be clearly discernible and visible to the naked eye, without the use of enhancement equipment to view the photograph of the vehicle in violation. The equipment must also be capable of providing a color image of the rear license plate of the vehicle in violation. Furthermore, the Camera Systems must be able to capture all images in color at all times of day and under all weather conditions. Sample photos depicting day and night images must be submitted with proposals representing all weather conditions including rain, snow, overcast

and bright sunlight.

A.11.15 The Authority requires monthly, quarterly, and yearly standardized reports to include those noted throughout this proposal as well as reports summarizing and detailing the program camera performance and financial reports, in addition to any other reports requested by the Authority.

A.12 EXPANSION CAPABILITIES

A.12.1 The speed Camera System should be capable of co-locating with red light Camera Systems at intersections and capable of detecting and recording evidence of straight through red signal violations, left-turn and right-turn violations, including violations by slow moving right-turn vehicles, at approaches with single and multiple lanes.

A.12.2 The Authority may wish to migrate to other automated speed enforcement technology in the future, if it's legally permitted and is determined to be in the best interest of the Authority. The Offeror will describe how the proposed system can accommodate such an upgrade. The level of work required to migrate from the digital system to other available automated speed enforcement technology should be explained.

A.13 VIOLATION DATA INFORMATION REQUIREMENTS

A.13.1 The violation processing system must attach the electronic signature and ID number of the reviewing technician to the actual notice mailed to the violator.

A.13.2 The information management software system must provide record keeping and tracking functions for all citations from issuance through final disposition.

A.13.3 The Offeror's Violation Processing System will serve as the core for the violation processing on this project.

A.13.4 The Offeror must adhere to City Code § 12-3012 (4) Image Retention Compliance.

A.14 CALIBRATION, ACCURACY AND REPORT REQUIREMENTS

A.14.1 Each Camera System must be capable of internal calibration checks for accuracy and functionality. Evidence of such testing must be imprinted on the camera image. Test failures must prevent further operation of the incapacitated unit. The vendor is required to provide certification that the speed Camera System was operating properly at the time of a speed violation and provide a pass/fail report upon request of the Authority.

A.14.2 The Camera System must be capable of allowing Authority personnel to complete remote downloads, verify calibration and shut down the Camera System. The Offeror must maintain the correct calibration on all speed cameras.

A.14.3 Clearly define the proposed database and reporting system which allows statistical analysis of violations and related data over time. Describe program management software and its capabilities. The information management software system must provide record keeping and tracking functions for all citations from issuance through final disposition. Indicate what types of data reports are available from the vendor's management software. Sample reports should be submitted with the proposal.

A.14.4 A wide range of reports will be required from the Offeror. The following is a partial list of topics on which data and reports will be required:

- Number of events
- Number of violations recorded
- Number of citable violations
- Traffic volumes and violation by location
- Number of violations not resulting in citations
- Breakdown of violations rejection categories and amounts
- Breakdown of citations by location
- Number of citations prepared and mailed
- Number and dollar amounts of fines collected monthly and total to date
- Status of citations issued (outstanding, paid, in collection status, etc.)
- Number of telephone calls, their resolution, wait time, etc.
- Adjudication hearings scheduled and held
- Adjudication appointments scheduled
- Disposition of adjudication hearings / User information provided
- Equipment hours of service
- Camera maintenance status and downtime reasons
- Refund Report
- Any other report requests by the Authority

A.14.5 Each report must be available on at least a monthly and annual basis. Some may be required on a daily or weekly basis. Preference will be given to reporting systems which allow custom reports to be produced from an array of preset factors

A.14.6 The Offeror will describe how they will report to the Authority on the accuracy of the processing and field work provided by their program. A description of the methodology of quality assurance procedures must be included in the Offeror's proposal.

A.15 TRAINING REQUIREMENTS

A.15.1 The Offeror must provide reasonable and necessary training in the operation of the Speed Enforcement System for appropriate staff. This training must provide the personnel with an understanding of how the Camera System operates.

A.15.2 The Offeror must provide training on the use of the Offeror's violation processing system to officers and others who will make use of the system.

A.15.3 The training must be conducted within the City of Philadelphia at a site and time approved by the Authority.

A.15.4 Class size must be limited so as to provide a quality training atmosphere. Class size will be limited to a maximum of 15 persons for each instructor. The Offeror must describe the proposed training and state the class size in the proposal.

A.15.5 The Offeror must submit an overview of the training of its employees and any expert witnesses the Offeror will require to further the efforts of the program. Offeror will provide a list of all employees, titles, years of service, and background information.

A.16 VIOLATION PROCESSING

A.16.1 All required data generated by the violation must be superimposed in the photographs.

A.16.2 The Authority seeks a comprehensive violation processing system that has the capacity to handle a high volume of speed violations. The system should be capable of reviewing violation events, name and address acquisition, notice mailing, payment processing, customer service, and collections. The Offeror must strictly adhere to any and all timelines established by the Authority concerning the processing of said violations and will further abide by any and all local and state laws and regulations pertaining to the Speed Enforcement System. The Offeror is required to provide a detailed description of the violation processing system. The description must include the following:

- Capabilities
- Security and auditing ability
- Capacity
- Features
- Available modules
- Support

A.16.3 The Offeror's database must provide standard relational database functions to allow the Offeror and City agencies authorized by the Authority to easily enter, access, search, and sort the violator database by various parameters including:

- Date of violation
- A unique violation incident number
- Time of violation
- Location of violation
- Vehicle registration plate information
- Vehicle registration plate – issuing state
- Registered owner of vehicle
- Date of notice
- Adjudication status
- Hearing date and time
- Any other elements requested by the Authority

A.16.4 The proposed system must accept all statistical data from Camera Systems used by the Authority, regardless of camera type. The core system must contain all camera data and citation processing data within a single point of access or single database.

A.16.5 Pennsylvania law provides owners with the option of identifying the driver of the vehicle at the time of the violation through testimony in court or via notarized statement. Driver notices are then sent to the identified offender within fourteen (14) days of the court's approval. The Offeror must be able to meet this requirement and will perform all associated mailings at no additional costs to the Authority.

A.16.6 The Offeror must utilize the use of Remote Deposit Capture technology for payments made by checks.

A.16.7 Proposals must list the cities currently using the proposed violation processing system including the volume of: violations issued, notices of violation mailed, payments processed, correspondence received and processed, telephone calls handled, revenue collected, collection notices mailed, DMV records obtained, etc.

A.16.8 The violation processing system must attach the electronic signature of the reviewing staff to the notice mailed to the violator.

A.16.9 Police officers, City and Authority officials must also be able to review monthly reports and review/update violator account information online. The system must allow the authorized personnel to review all relevant account information to include, at a minimum:

- The vehicle registration plate numbers
- The state of issuance for the vehicle registration plate
- The vehicle registration plate type
- The date of the violation event
- The time of the violation event
- The location of the violation event
- All three digitized images demonstrating the violation and tag close-up
- Payment status; including date money was applied and if applicable, image of check or money order
- Hearing status
- Digitally imaged correspondence
- Standardized monthly reports (must have ability to review and print reports)
- Zooming capability in order to enhance image clarity
- Include in queue history tracking of incident to include date/time and individual who completed action
- All customer related notes; any contact with customers must be documented
- Show dates of each step of violation process and present status of incident

A.16.10 Personnel authorized by the Authority should have the ability through remote workstations to, at a minimum:

- Download violation images for printing or mailing to citizens
- Suspend activity on accounts until further research is completed in special circumstances.

A.16.11 On all approved violations, the Offeror must provide personnel to view all digitally recorded images and enter event data, to include:

- Vehicle registration plate number characters
- State of issuance for vehicle registration plate
- Vehicle registration plate type
- Date of the violation event
- Time of the violation event
- Location of the violation event
- Offeror assigned reference number to be determined at the direction of the Authority
- Speed time

A.16.12 Offeror personnel will create a third image by cropping, scaling, and appropriately adjusting brightness, contrast, etc. to maximize the clarity of the registration plate.

A.16.13 Authority personnel must view each image and make a preliminary decision whether it meets the City/Authority's criteria to issue a citation. If the established criteria are not met, the system must permit the reviewing personnel to enter the appropriate City/Authority defined explanation code. If the photograph does appear to indicate a violation, the Authority staff s will prepare the image for City Police verification that the recorded image is a citable offense. The notice of violation must be capable of displaying the described elements.

A.16.14 Offeror must prepare and print citations for all Police Department approved citable offenses. All citations must be in accordance with City/Authority approved format. Narratives on citation notices will be provided at the direction of the Authority.

A.16.15 Printed citations must include three-color digitized violation images of a quality acceptable to the Authority. The citations must include the electronic signature of the officer who approved the citation. The first image must clearly show the vehicle at designated camera location exceeding the posted speed limit by at least 11 miles per hour. The second image must show the same vehicle exceeding the posted speed limit by at least 11 miles per hour at a designated camera location approximately 100 feet from the first designated camera location. The third image must be cropped, scaled, user-selected sub-image of the vehicle's registration plate, clearly readable to the average naked eye. Printed citations must also include the date and time of the violation, the location of the violation, the dollar amount of the civil penalty imposed and the date by which the civil monetary penalty must be paid. If the Offeror's proposed system operates differently, the Offeror may suggest alternatives.

A.16.16 The Offeror must mail law enforcement approved citations with return envelope by first class mail. The Offeror is responsible for costs of postage and mail delivery. The Offeror will be responsible for recording either manually or automatically proof of mailing and that information should be available for processing and adjudication. All status and outcome updates regarding the mailing of the notice must be included in the incident tracking system. This information must also be available for judicial or administrative hearings as evidentiary material.

A.16.17 The Offeror must send a second follow-up notice to delinquent violators, in the event of non-response, fifteen (15) days after initial response due date. The Offeror's proposed violation processing system must contain logic that enables automated tracking of all violation account information including payments and scheduled hearings to ensure follow up notices are not erroneously sent to violators. The Offeror must describe the proposed system's ability to comply with this requirement.

A.16.18 Second notices will include an approved narrative from the Authority and the three photographs from the first notice. Any additional postage incurred due to correspondence sent is Offeror's responsibility.

A.16.19 The Offeror will provide statistical analysis of violations and related data at the request of the Authority. The information generated will be used by the City/Authority to evaluate the performance of the Speed Camera Enforcement program and to assess the relative success in achieving the goal of improved traffic safety at enforced locations by modification of driver behavior.

A.16.20 Violations will only be issued for infractions where the vehicle is operating in excess of 11 over the posted speed limit. Offeror should adhere to guidelines consistent with Philadelphia Parking Authority policy.

A.17 OWNERSHIP IDENTIFICATION

A.17.1 The Offeror must obtain registered owner information within 30 days from appropriate department of motor vehicles for the citable offense on identified registration plates. If the first request for owner information is unsuccessfully returned to the Offeror, another request for owner information is to be submitted to the appropriate state DMV within 7 business days after the first request was made. The Offeror will continue to request ownership information from the appropriate department of motor vehicles every seven business days for a total of four attempts. After four attempts without a response, a weekly report will be generated for review by the Authority. The registered owner's information must then be entered into the system with the violation images.

A.17.2 The Offeror must describe the proposed solution for acquiring both in-state and out-of-state registered

owner information in a timely fashion. First notices must be mailed within 30 days after the commission of the violation or within 30 days after discovery of the identity of the registered owner, whichever is later, and not thereafter to the address of the registered owner as listed in the records of the department. Describe similar jurisdictions where the proposed registered owner information acquisition solution has proven successful. Detail the number of registered owner requests performed annually for each referenced project. Detail the registered owner success (hit) rate for each referenced project. Describe the process that will be followed when attempts to obtain the vehicle registration are unsuccessful.

A.17.3 The Offeror must describe the proposed process for handling government, rental, leased, fleet and temporary registered vehicles that are captured in violation of the City's speed camera program regulations. Describe how these programs have worked in other cities in which they are deployed.

A.18 PAYMENT PROCESSING

A.18.1 The Offeror is required to mail two initial notices. The Offeror must describe its collections strategy to maximize payment in the event the initial two notices do not result in closed accounts. The Offeror must detail, including sample notices, its proposed collection approach for this proposal. The Offeror must list examples of other cities where similar collections strategies have been implemented and detail the collection rates and results of such efforts. The Offeror's system must be capable of exporting violation information to third party vendors concerning outstanding violations.

A.18.2 The Offeror will be responsible for processing all payments received including past due for the speed enforcement program. The Offeror must have the capability to handle all speed enforcement violation payments made in person at designated locations, electronically paid on-line, electronically paid by phone, and mailed into Offeror-owned USPS lockbox, including the daily depositing and reconciliation of all receipts. Any change to fee costs for payments must be approved by the Authority.

A.18.3 With the high volume of mail that is received, control and accuracy are essential factors in the lockbox operation. The services provided should be integrated with numerous levels of control, audit, and redundancy, which will ensure the accurate and timely receipt, processing, and update of mail-in payments. The Offeror must describe its procedures for processing payments. Such procedures must include:

- Method for receipt of payments and recording receipt date
- Ability to apply payments by source (cash, check, money order, or credit card)
- Ability to handle electronic reimbursement
- Verification of check amounts
- Batch reconciliation and file update
- Bonded courier service to financial institution
- Accepting partial payments
- All mailed payments should be scanned to database showing check/money order, pay stub, front portion of envelope showing post mark.

A.18.4 The Offeror is required to deposit into the designated bank account, once each 24 hours during normal banking days, and an amount equal to the gross receipts of the current day's revenue received. Payments deposited must be applied to the Offeror's database every day and available for online review within 24 hours of deposit/update.

A.18.5 The Offeror is requested to provide procedures for handling payments received that require additional investigation and research. These procedures should include, but not be limited to:

- Overpayments
- Unapplied payments
- Returned checks

A.18.6 The Offeror must describe its payment reconciliation methodology.

A.18.7 Please describe Offeror's proposed internet payment solution. The Offeror must provide a list of all fees charged to persons making on-line payments or phone payments. No fees are to be applied to any customer who pays in person. The Offeror must also describe jurisdictions where they have provided similar internet payment systems.

A.18.8 The Offeror will be required to provide on-line cashiering systems at various facilities to enable citizens to make walk-in Speed Enforcement Program payments. The Offeror must describe the proposed on-line cashiering capability. Offerors should describe where their proposed on-line cashiering solution is currently operational.

A.19 ADJUDICATION SUPPORT

A.19.1 The Offerors must prepare evidence files for every scheduled hearing. Evidence files must be submitted to any and all government agencies designated by the Authority in electronic format, capable of being printed from the system at the hearing location. Evidence files will consist of, at minimum:

- Digital image of the first violation photograph
- Digital image of the second violation photograph
- Digital image of the license plate tag
- Field service technician log indicating the good working order of the speed Camera System at time of violation
- Additional information as required by the Authority
- Any written correspondence received from the violator in hard copy or digital format
- Electronic verification of violation notice mailing

A.19.2 The Offeror's system must be capable of scheduling hearings and interfacing and exporting all required data to any and all government agencies designated by the Authority. Please describe experience with interfacing proposed system data with adjudicatory agencies.

A.19.3 The Offeror must provide, at its own expense, witnesses as necessary to testify as to the accuracy, operations, and reliability of the speed camera and related equipment for contested complaints. Additionally, video or other materials may be developed to present relevant information at the hearing.

A.19.4 The Offeror must specify a process to notify all operators and technicians of adjudication dates as required for successful prosecution.

A.20 TERM OF CONTRACT

A.20.1 The term of the Contract will commence upon completion of a fully executed Contract and will expire automatically on September 1, 2022, with two (2) one-year Options to Renew at the sole discretion of the Authority, subject to the other provisions of the Contract. The Contract will terminate automatically in the event that any act of government suspends or terminates the automated speed enforcement program in Philadelphia.

A.21 PRICING

A.21.1 All services are to be provided on a fixed fee basis. No portion of the Offeror's fee will be paid on a

percentage of money collected or number of violations issued. The Offeror will be responsible for all operating costs and staff for the provision of this contract.

A.21.2 Start-up costs will be the responsibility of the Offeror. The Offeror should submit a monthly fixed fee per installed system. The fee should include all installation and equipment costs, service and maintenance costs, violation processing and services costs, community awareness costs, and all other costs related to the scope of work required.

A.21.3 The Offeror is required to submit a plan for prorated payments by the Authority for any sites which are inoperable for any period of time.

A.21.4 The Offeror is further required to submit a fixed monthly fee for the provision of an unattended housing or if there is a costs to move a speed enforcement system from one location to another.

PART V

CONTRACT TERMS AND CONDITIONS

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

Exceptions or requested changes to the sample contract will be considered a part of the response. Exceptions or requested changes to the sample contract should be made with great care, because the number of changes made or the need for subsequent negotiations will factor into the scoring of the proposal.

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

V-2. Minimum Insurance Requirements. The successful Offeror will be required to submit Insurance Coverage as outlined in *Appendix C*. The Offeror must submit with their proposal a sample certificate of insurance from a recent project that meets the requirements or a letter from its insurance company indicating that they will provide the required insurances as outlined in this RFP.

Appendix A
Proposal Form

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

**SPEED ENFORCEMENT SYSTEM
REQUEST FOR PROPOSALS No. 18-26**

PROPOSAL FORM

1. The undersigned, having familiarized ___self/selves with the proposal documents to provide a Speed Enforcement System, including the notice of opportunity, Work Statement, Proposal Form, Affidavit of Non-Collusion, and Addenda if any (hereinafter collectively referred to as the "Proposal Documents"), as prepared by the Philadelphia Parking Authority and on file in the office of the Authority at 701 Market Street, Suite 5400, Philadelphia, Pa 19106.
2. In submitting this proposal, it is understood that the Authority reserves the right to withdraw and cancel this invitation prior to opening of proposals or to reject any and all proposals after proposals are opened if this is in the best interest of the Authority and in the Authority's sole judgment. If written notice of the acceptance of this proposal is mailed, telegraphed or delivered to the undersigned within sixty (60) days after the opening thereof, or at any time thereafter before this proposal is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form.
3. Attached hereto is an affidavit of proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or the submitting of proposal for the contract for which this proposal is submitted.
4. Offeror acknowledges receipt of the following addenda:

Addendum	Date
_____	_____
_____	_____
_____	_____

5. **Term of Contract:** The Term of this Agreement shall commence on the date the contract is executed and shall terminate automatically without notice after five (5) years unless terminated earlier by the Authority. The Agreement will terminate automatically in the event that any act of government suspends or terminates the speed enforcement program in Philadelphia. The Authority, at its sole discretion, shall have the right to terminate this Agreement upon thirty (30) days written notice to Company.

6. **Requirement Statement:** The undersigned vendor agrees to provide a speed enforcement system as specified in the Work Statement and any Addenda if issued.

Signature

Name
(Please Print)

Title

Date

7. Offeror Signatures:

If offer is by an individual or partnership, form must be dated and signed here:

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

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

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

8. Affidavit of Non-Collusion:

State of: _____
County of: _____

RFP No. _____

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

I state that:

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

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

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

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

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

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

Signature

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

Printed Name

Notary Public
My Commission Expires: _____

9. Offeror's Qualifications:

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

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

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

i.

ii.

iii.

d. Philadelphia Business Activities License Number: _____

e. Federal EIN Number: _____

Philadelphia Parking Authority

SMALL AND SMALL DIVERSE BUSINESS PARTICIPATION SUBMITTAL

RFP Name and Number: _____

Offeror: _____

Contact Name: _____ Email: _____

OFFEROR INFORMATION:

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

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

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

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



Proposal Decline Form: RFP No. 18-26 Speed Enforcement System

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

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

Name: _____

- Work Statement too “tight” (explain below)
- Unable to meet time period for responding to this RFP
- We do not offer this product or service
- Our schedule would not permit us to perform
- Unable to meet Work Statement requirements
- Work Statement unclear (explain below)
- Unable to meet Insurance Requirements
- Unable to meet Contract Requirements (explain below)
- Other (specify below)

Comments:

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

Appendix B
Sample Contract

**SAMPLE AGREEMENT FOR AN AUTOMATED SPEED ENFORCEMENT SYSTEM
BY AND BETWEEN
THE PHILADELPHIA PARKING AUTHORITY
AND _____**

Contract No. K-18-0107

THIS AGREEMENT effective as of the ____ day of _____, 2019 by and between **The Philadelphia Parking Authority**, an agency of the Commonwealth of Pennsylvania and a body corporate and politic, with its principal address at 701 Market Street, Suite 5400, Philadelphia, PA 19106 (the "**Authority**") and _____ with a registered address at _____, _____, ("**Contractor**").

WITNESSETH:

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

WHEREAS, pursuant to 75 Pa.C.S. §3370 and Chapter 12-3404 of the Philadelphia Code, the Authority is authorized to act as the system administrator ("System Administrator") of the automated speed enforcement system in the City of Philadelphia ("City");

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

WHEREAS, on _____, the Authority prepared and issued a Request for Proposals "Speed Enforcement System" No. 18-26 ("RFP"). A true and correct copy of the RFP is attached hereto, made a part hereof, and marked as Exhibit "B";

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

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

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

**ARTICLE I
DEFINITIONS**

1.1 "Acceptance Criteria" 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 " " [PPA Acceptance Form].

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

1.3 “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.

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

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

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

1.7 "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.

1.8 “Catastrophic Event” shall be defined as damage to a System caused by a third-party or other event that requires replacement of the System footing or other cement/concrete work to restore the System to operation. In the case of a Catastrophic Event, the Contractor shall be required to restore the System to operation within one hundred twenty (120) hours. Factors such as weather and civil engineering and permitting requirements (so long as permits were applied for in a reasonable time period) shall be considered in determining the time period to restore. For each hour exceeding one hundred twenty (120) hours, Contractor shall pay the Authority liquidated damages per System at the hourly rate of one hundred fifty dollars (\$150.00). These liquidated damages will accrue hourly until the repair or replacement is completed and the System is operational.

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

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

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

1.12 "COTS Software" shall mean the commercially available off-the-shelf software programs listed in Exhibit “ ”.

1.13 "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.

1.14 "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.

1.15 "Effective Date" shall mean the date of this Agreement first set forth above.

1.16 "Reserved".

1.17 "Expenses" shall have the meaning set forth in Section 4.3 hereof.

1.18 "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.

1.19 "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.

1.20 "Fixed Fee" shall have the meaning set forth in Section 4.1 hereof.

1.21 "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 " ".

1.22 "Indemnities" shall have the meaning set forth in Article XIII hereof.

1.23 "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.

1.24 "Knockdown" shall be defined as damage to a System caused by a third-party or other event (other than a Catastrophic Event) requiring repair or replacement of the System with the assistance of an electrical or other construction subcontractor to restore the System to operation. A Knockdown must be repaired or replaced within seventy-two (72) hours of its discovery or notice thereof unless a longer time period is approved by the Authority. For each hour exceeding the seventy-two (72) hours or longer time period approved by the Authority, Contractor shall pay the Authority liquidated damages per System at the hourly rate of one hundred fifty dollars (\$150.00). These liquidated damages will accrue hourly until the repair or replacement is completed and the System is operational.

1.25 "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 defines under section 8.2 and/or identifies to the Authority in writing on Exhibit " " or which is otherwise required to be provided in order for Contractor to deliver and implement its System.

1.26 "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.

1.27 "Proprietary Information" shall have the meaning defined in Section 12.1 hereof.

1.28 "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.

1.29 "RFP" shall mean The Philadelphia Parking Authority's Request for Proposals "Speed Enforcement System" No. 18-26 that was issued on _____ and all Exhibits annexed thereto, including any and all addenda, a copy of which is attached hereto as Exhibit " " and incorporated herein throughout by reference.

1.30 "Schedule" shall mean the schedule for the Project set forth in Section 2.2 hereof.

1.31 "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.

1.32 "Significant Failure" shall mean any defect that impacts the functionality of the System or equipment resulting in the inability of any camera to capture automated speed enforcement system violations for more than 48 hours or the loss of any information or data.

1.33 "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.

1.34 "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.

1.35 "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.

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

1.37 "System" shall mean the Automated Speed Enforcement System and all of its parts, as described by the Technical Specification set forth in the this Agreement. For purposes 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.

1.38 "System Integration" shall mean the process of interfacing and complete functionality between the System and any existing system.

1.39 "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.

1.40 "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.

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

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

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

1.44 "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.

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 " " [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 _____ area processing office; or other Contractor processing office as approved by the Authority, such approval not to be unreasonably withheld. The _____ area processing office 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 Contractor Project Manager is removed for cause by Contractor, Contractor shall in writing notify the Authority (in advance if practicable and in all cases as soon as reasonably possible) of the reasons for the removal. Upon written request by the Authority, Contractor shall replace Contractor Project Manager with an individual acceptable to the Authority. The Contractor Project Manager shall coordinate Contractor's Services with Authority employees and parties performing other Services or work for the Authority as requested by the Authority from time to time.

2.4 Project Management. The Contractor Project Manager shall meet with the Authority Project Manager and other Authority representatives at least once every 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 " " shall perform the Services as proposed in accordance with Exhibit " ". 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 _____. 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 " ", and the Authority gives approval for the use of the Subcontractors listed in Exhibit " ", 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 " " 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 Term of this Agreement: \$_____ per month.

(2) The Fixed Fee shall be due and payable on the first of each month that Services are to be provided.

(3) Contractor's Cost Proposal 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 automated speed enforcement system violations. Contractor shall retain all convenience fees.

(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 except 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 speed enforcement system at each location 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 speed enforcement system, all backroom functions necessary to operate the automated speed enforcement 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, fuel, lodging, food, telephone, photocopying, or 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 “ ” 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 treated as a termination for convenience by the Authority per section 16.2.

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 or Convenience Fee of the Agreement without advance approval by the Authority's Board and any change made without such approval shall be void. For matters not involving a change to the 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 may not unreasonably delay or withhold its consent to any Change Orders.

(c) Contractor and the Authority may agree, from time to time, to add or remove services to this Agreement based on their mutual agreement. Contractor shall not be obligated to perform, and the Authority shall have no obligation to pay for, any work not included in this Agreement, Contractor's Proposal, or the RFP. Pursuant to Contractor's Proposal, the camera/radar equipment must be made available to the Authority at no cost to the Authority. Contractor's unpriced system benefit options include the following services such as speed or speed on green enforcement, pilots for new market technologies, supplemental processing

staffing, and additional photo enforcement services, but there is no obligation for the Authority to contract for such services. If the Parties desire to add services or work to this Agreement, then the Parties shall negotiate a contract amendment to this Agreement that is signed by Contractor and the Authority.

(d) 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 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 “ ” [Implementation Plan and Schedule].

6.3 System Test Acceptance. Upon completion of each System location as evidenced by a PPA Acceptance Form, the Authority and the Users shall use the System at that System location 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 System Location. 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 Authority 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 “ ”. 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 an operational 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 Significant Failure (Except in the case of a Knockdown or a Catastrophic Event as defined), including, but not limited to, a power outage and any vandalism to the equipment, must be repaired or replaced within 24 hours of its discovery or notice thereof unless otherwise a longer time period is approved by the Authority. For each hour exceeding the twenty-four (24) hours allotted for repair of any System malfunction or replacement of inoperable equipment or longer time period approved by the Authority, Contractor shall pay the Authority liquidated damages per piece of inoperable equipment or camera location at the hourly rate of one hundred fifty dollars (\$150.00). These liquidated damages will accrue hourly until the repair or replacement is completed and the equipment Operational.

Notwithstanding any other provision of this Section, liquidated damages are not available if a System is non-operational or sustains a Significant Failure due to milling or construction activities by the Streets Department, traffic signal malfunction not related to the System, missing stop bars, declared States of Emergency due to weather, or Authority directive to power down cameras (e.g. parade, funeral, etc.).

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.

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 Five Hundred Dollars (\$500.00) 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 BELOW
GRADE 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, "Prior Existing Software" is the same as Contractor's "Pre-Existing Intellectual Property" and means any intellectual property developed prior to this Agreement, or if developed after execution of this Agreement, then developed independently of this Agreement in the normal course of Contractor's operations for general use by clients.

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

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, and any future installations, repairs or improvements of the below grade components, shall be the exclusive property of the Authority during the Term of this Agreement and such exclusive ownership shall survive the expiration or termination of this Agreement. The parties agree that the System's below grade components are intended for the perpetual use of the Authority in its administration of the Automated Speed Enforcement System 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 System Location that Contractor will continue to own upon termination or expiration 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 or expiration of this Agreement, at Contractor's sole cost. The parties agree that following the termination or expiration 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 _____ 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 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.

9.3 Data Backup. Contractor shall maintain and backup all data from the System, in adequate form, detail and arrangement, for the Authority's benefit throughout the term of this Agreement. 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 “ ” 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 “ ” [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 Members, officers, employees, attorneys and agents (the "Indemnified Parties") from all claims, liabilities, damages, and costs including reasonable attorneys' fees, for bodily injury (including death and workers compensation claims) and damage to any property arising from or related to the negligence or other tortious acts, errors, and omissions of Contractor, its employees, or its subcontractors while engaged in performing any work or Services pursuant to this Agreement or the Support and Maintenance Agreement or while present on the Authority's premises, and for breach of this Agreement regarding the use or nondisclosure of proprietary and confidential information where it is determined that Contractor is responsible for any use of such information not permitted by this Agreement. This indemnification obligation shall not be reduced in any way by any limitation on the amount or type of damages, compensation, or benefits payable by Company or its subcontractors under any employee benefit act including but not limited to Workers' Compensation Acts, Disability Benefits Acts, or other Employee Benefit Act.

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 in contract, negligence, strict liability, warranty, operation of law or otherwise.

ARTICLE XIV
ADDITIONAL INDEMNIFICATION

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

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

14.3 Contractors Obligations. Contractor will indemnify the Indemnified Parties from any costs, damages, losses, liabilities, expenses and fees incurred by the Indemnified Parties which are attributed to any of the claims set forth in this Article (including but not limited to reasonable attorneys' fees). 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 the Indemnified Parties. 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 coverage as detailed in the Certificates of Insurance identified in section 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, made a part hereof, and marked Exhibit " " [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 Contractor's insurance carrier prompt written notice of any claims of which Contractor has

knowledge of, pending, or threatened against the Authority or Contractor relating to this Agreement.

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 September 1, 2022 whereby it will terminate automatically unless terminated earlier pursuant to Articles XVII, XIX or XXIV of this Agreement. The Term may be extended by two, one -year Options to Renew at the sole discretion of the Authority, subject to the other provisions of this Agreement. The Authority shall provide 30 days written notice of its option to renew for each one-year term permitted by this Agreement. The term of this Agreement may not be extended beyond 5 years.

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 speed enforcement system in Philadelphia and such a termination 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 16.2 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 XVII.

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.

Winding-Down Period means the period of time commencing on the expiration or termination of this Agreement in its entirety and ending no more than nine (9) months thereafter. The Authority may, in its sole discretion, elect to trigger 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 or notice of expiration is provided, or (2) after the date of any notice of termination or notice of expiration and not less than 30 days before the scheduled date of termination or expiration.

(b) During the Winding-Down Period, Contractor shall continue to operate each camera at each System Location 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 or expiration 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 System Location Fixed Fee as set forth in this Agreement for each 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 speed enforcement 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 First Judicial District of Pennsylvania, being the Philadelphia Court of Common Pleas for temporary, preliminary or permanent injunctive relief.

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

ARTICLE XVIII DEFAULT

18.1 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.

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

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

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

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

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

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

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

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

f. If the Company fails to provide the Requested Information as provided in paragraph No. 4. ("Company'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. Company hereby understands and agrees that the Authority will not argue in favor of the Company's non-disclosure of the Requested Information and will inform the tribunal that it directed Company to produce such information.

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

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

ii. Company 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 Company's failure to release Requested Information, including any statutory damages or order to pay any party's attorney's fees.

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

i. The Company'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 Company has Requested Information in its possession.

ARTICLE XIV AUDIT

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

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

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

25.9 Right To Set Off. 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.

25.10 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.

25.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one Agreement. 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.

25.12 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

With a copy to:
Authority Project Manager at:
The Philadelphia Parking Authority

701 Market Street, Suite 5400
Philadelphia, PA 19106

(b) If to Contractor:

Attention:

With a copy to:

Attention:

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

25.13 Applicable Law and Venue. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The parties hereto irrevocably consent to the exclusive jurisdiction of the First Judicial District of Pennsylvania, being the Philadelphia Court of Common Pleas and waiving any claim or defense that such forum is not convenient or proper. Contractor agrees that the Philadelphia Court of Common Pleas shall have *in personam* jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

ARTICLE XXVI GENERAL TERMS AND CONDITIONS

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

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

SIGNATURE PAGE TO FOLLOW

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

The Philadelphia Parking Authority

Attest: _____

Print Name: _____

Print Title: _____

By: _____

Scott A. Petri
Executive Director

APPROVED AS TO FORM

By: _____
Office of General Counsel

Contractor

Witness: _____

Print Name: _____

Print Title: _____

By: _____

Print Name: _____

Print Title: _____

EXHIBIT A
Philadelphia Parking Authority
CONTRACTOR INTEGRITY PROVISIONS

1. Definitions.

a. **Confidential Information** means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Authority.

b. **Consent** means written permission signed by a duly authorized officer or employee of the Authority, provided that where the material facts have been disclosed, in writing, by prequalification, bid proposal, or contractual terms, the Authority shall be deemed to have consented by virtue of execution of this Contract.

c. **Contractor** means the individual or entity that has entered into this Contract with the Authority, including directors, officers, partners, managers, key employees, and owners of more than a 5% interest.

d. **Contractor Related Parties** means any affiliates of the Contractor and the Contractor's officers and directors.

e. **Financial interest** mean any financial interest in a legal entity engaged in business for profit which comprises more than 5% of the equity of the business or more than 5% of the assets of the economic interest in indebtedness

f. **Gift** means any conveyance of anything of value, including cash, a gratuity (tip), favor, entertainment (including tickets to sporting events), travel, food, drink, a loan, employment or services.

2. The Contractor shall maintain the highest standards of integrity in the performance of this Contract and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Authority, including these Contractor Integrity Provisions.

3. The Contractor shall not disclose to others any confidential information gained by virtue of this Contract.

4. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not, in connection with this or any other agreement with the Authority, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit or gift on anyone, for any reason, including as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Authority.

5. Contractor confirms that no Authority officer or employee holds a financial interest in Contractor.

6. Contractor shall have no financial interest with or in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial

interest is disclosed to the Authority in writing and the Authority consents to Contractor's financial interest prior to the Authority's execution of the contract. Contractor shall disclose the financial interest to the Authority at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.

7. When Contractor has reason to believe that any breach of ethical standards as set forth in law or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by an Authority officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Authority contracting officer or the Authority's Office General Counsel in writing.

8. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof.

9. Contractor agrees to reimburse the Authority for the reasonable costs of investigation incurred by the Authority's Office of General Counsel, or its designee, for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Authority that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

10. Contractor shall cooperate with the Authority's Office of General Counsel, or its designee, in its investigation of any alleged officer or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an investigator, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Authority's designated investigator to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Authority and any such subcontractor, and no third party beneficiaries shall be created thereby.

11. For violation of any of these Contractor Integrity Provisions the Authority may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Authority. These rights and remedies are cumulative, and the use or non-use of any

one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

12. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:

- a) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
- b) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
- c) had any business license or professional license suspended or revoked;
- d) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
- e) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Authority will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Authority in writing if at any time during the term of the contract if becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Authority may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

Exhibit “B”
Request for Proposal

Exhibit “C”
Contractor’s Proposal

Appendix C

Insurance Requirements

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

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

Bodily Injury by Accident:	\$500,000 Each Accident
Bodily Injury by Disease:	\$500,000 Each Employee
Bodily Injury by Disease:	\$500,000 Policy Limit

2. Commercial General Liability: including Premises-Operations, Independent Contractors, Products/Completed Operation, Broad Form Property Damage, Contractual Liability (including Liability for Employee Injury assumed under a Contract), and Personal Injury Coverage
 - a) Occurrence Form with the following limits:

(1) General Aggregate:	\$2,000,000
(2) Products/Completed Operations Aggregate:	\$1,000,000
(3) Each Occurrence:	\$1,000,000
(4) Personal and Advertising Injury:	\$1,000,000
(5) Fire Damage (any one fire):	\$ 50,000
(6) Medical Expense (any one person):	\$ 5,000
 - b) General Aggregate must apply on a Per Location Basis
 - c) Owner must be named additional insured as shown in requirement #10.

3. Automobile Liability: (Note: if no owned vehicles, show at least hired and non-owned coverage)
 - a) Coverage to include:
 - (1) All Owned, Hired and Non-Owned Vehicle
 - (2) Contractual Liability Coverage (including Liability for Employee Injury assumed under a Contract)
 - b) Per Accident Combined Single Limit: \$1,000,000
 - c) Owner must be named additional insured as shown in requirement #10.

4. Excess/Umbrella Liability Insurance: with a minimum acceptable limit of coverage of \$5,000,000 per occurrence and aggregate. Such coverage shall be excess of the general

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liability insurance, business auto liability insurance, and employers liability as required by this contract. Owner must be named as additional insured as shown in requirement #10.

5. Professional (E&O) Liability Insurance: with minimum acceptable limits of \$1,000,000 per claim, \$2,000,000 aggregate. Claims-made is acceptable.
6. Cyber Liability Insurance: including 3rd party privacy, with minimum limits of \$5,000,000 per claim. Owner must be named as additional insured as shown in requirement #10.
7. Installation Floater: In effect at all times during the scope of this project in an amount equal to the value of this project.
8. Deductibles or Self Insured Retentions: “if applicable” None of the policies of insurance required by this agreement shall contain deductibles or self-insured retentions in excess of \$25,000. _____ is responsible to pay any and all deductibles and/or self-insured retentions that may apply to the required insurance.
9. Financial Rating of Insurance Companies:
 - a) A.M. Best Rating: A- (Excellent) or Higher
 - b) A.M. Best Financial Size Category: Class VII or Higher
10. The Philadelphia Parking Authority, The City of Philadelphia, The Commonwealth of Pennsylvania its agents, employees, representatives, officers and directors individually and collectively, shall be added as ADDITIONAL INSUREDS on the policies as noted above even for claims regarding their Sole Negligence. _____’s coverage shall be primary and non-contributory to any other coverage available to Philadelphia Parking Authority, including, without limitation, coverage maintained by Philadelphia Parking Authority wherein Philadelphia Parking Authority is named insured, and that no act of omission shall invalidate the coverage.
11. It is agreed that _____ insurance will not be cancelled, materially changed or non-renewed without at least thirty (30) days written notice to The Philadelphia Parking Authority, 701 Market Street, Suite 5400, Philadelphia, PA 19106, by Certified Mail-Return Receipt Requested.
12. Waiver of Rights of Recovery and Waiver of Rights of Subrogation:
 - a) _____ waives all rights of recovery against The Philadelphia Parking Authority and all additional Insureds for loss or damage covered by any of the insurance maintained by _____ pursuant to this Contract.

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- b) _____ and its respective insurance carriers hereby waive all rights of subrogation against The Philadelphia Parking Authority and all additional insureds for loss or damage covered by any of the insurance maintained by _____. Pursuant to this contract.
- c) If any of the policies of insurance required under this Contract require an endorsement to provide for the waiver of subrogation set forth in b, above, then the named insured's of such policies will cause them to be endorsed.
13. The amount of insurance provided in the aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of the _____.

None of the requirements contained herein as to the types, limits, or Philadelphia Parking Authority's approval of insurance coverage to be maintained by _____ are intended to and shall not in any manner, limit, qualify, or quantify the liabilities and obligations assumed by _____ under the Contract Documents, any other agreement with _____, or otherwise provided by law

14. Any type of insurance or any increase in limits of liability not described above which the Authority requires for its own protection or on account of statue shall be its own responsibility and at its own expense.
15. The carrying of insurance shall in no way be interpreted as relieving _____ of any responsibility or liability under the contract.
16. Prior to the commencement of work or use of premises, _____ shall file Certificates of Insurance with The Philadelphia Parking Authority, which shall be subject to The Philadelphia Parking Authority's approval of adequacy of protection and the satisfactory character of the insurer. The Certificates of Insurance should be mailed within five days of receipt of these insurance requirements to The Philadelphia Parking Authority, 701 Market Street, Suite 5400, Philadelphia, PA 19106, regardless of when your work will start. Project description and Job Number must be shown on the Certificate of Insurance.

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

17. Failure of _____ to obtain and maintain the required insurance shall constitute a breach of contract and _____ will be liable to the

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Philadelphia Parking Authority for any and all cost, liabilities, damages, and penalties (including attorney's fees, court, and settlement expenses) resulting from such breach, unless the Philadelphia Parking Authority provides _____ with a written waiver of the specific insurance requirement.

18. None of the requirements contained herein as to the types, limits, or PPA's approval of insurance coverage to be maintained by _____ are intended to and shall not in any manner, limit, qualify, or quantify the liabilities and obligations assumed by _____ under the Contract Documents, any other agreement with the PPA, or otherwise provided by law.
19. _____ shall require all subcontractors (of every tier) to meet the same insurance criteria as required of _____. The subcontractor's insurance must name the PPA as additional insured. _____ shall maintain each subcontract's certificate of insurance on file and provide such information to the PPA for review upon request.
20. Failure of _____ to provide insurance as herein required or failure of PPA to require evidence of insurance or to notify _____ of any breach by _____ of the requirements of this Section shall not be deemed to be a waiver of any of the terms of the Contract Documents, nor shall they be deemed to be a waiver of the obligation of _____ to defend, indemnify, and hold harmless the indemnified parties as required herein. The obligation to procure and maintain any insurance required is a separate responsibility of _____ and independent of the duty to furnish a copy or certificate of such insurance policies.