

REQUEST FOR PROPOSALS FOR

Red Light Photo Enforcement System 2021 RFP No. 21-06

TABLE OF CONTENTS

Part I - GENERAL INFORMATION FOR OFFERORS	page 2
Part II - INFORMATION REQUIRED FROM OFFERORS	page 9
Part III - CRITERIA FOR SELECTION	page 12
Part IV - WORK STATEMENT	page 13
Part V - CONTRACT TERMS AND CONDITIONS	page 31
APPENDIX A – PROPOSAL FORM	
APPENDIX B – SAMPLE CONTRACT	
APPENDIX C – MINIMUM INSURANCE REQUIREMENTS	
APPENDIX D – DATA SHARING AGREEMENT	
APPENDIX E – LIST OF NOTICES CURRENTLY SENT	

PART I

GENERAL INFORMATION TO OFFERORS

SUMMARY	
When:	Proposals must be submitted by Thursday, August 12, 2021 at 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 by emailing one pdf file that is password protected to Mary Wheeler, mwheeler@philapark.org by no later than 2:00 PM on Thursday, August 12, 2021. The subject line of the e-mail must be "RFP No. 21-06 Red Light Photo Enforcement System 2021". A hard copy (the original) will also be required and will be accepted after the due date as long as the proposal is received via email prior to Thursday, August 12, 2021.
Mandatory Pre-Proposal Meeting	<p>A mandatory Pre-Proposal Meeting will be on Tuesday, July 13, 2021 at 11:00 AM. Interested Offerors can attend either in person at the address listed above or in-person via GoToMeeting. See in GoToMeeting formation below:</p> <p>Pre-Proposal Meeting Please join my meeting from your computer, tablet or smartphone. https://global.gotomeeting.com/join/763758101</p> <p>You can also dial in using your phone. United States (Toll Free): 1 866 899 4679 United States: +1 (312) 757-3117</p> <p>Access Code: 763-758-101</p> <p>New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/763758101</p> <p>Offerors must be in attendance at this meeting to be considered an eligible Offeror.</p> <p>Prospective Offerors who are having technical difficulties attending the meeting on Tuesday, July 13, 2021 should contact Shannon Stewart for assistance, 215.837.9025.</p> <p>Please complete the Offeror Registration Form the prior to the meeting.</p>

I-1. Introduction.

This Request for Proposals (“RFP”) is being issued by the Philadelphia Parking Authority, (“Authority”), a body corporate and politic created under the laws of the Commonwealth of Pennsylvania in accordance with the Act of June 19, 2001, P.L. 287, No. 22, as amended, known as the “Parking Authority Law”. The Authority is soliciting written proposals for a full service program for red light photo enforcement and associated services. The Authority is seeking both a red light camera system as well as the full range of associated support services such as; 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.

The Automated Red Light Photo Enforcement Program is aimed at enhancing motorist and pedestrian safety through improved technology and operations. Public concern over an increase of incidences involving motorists running red light signals had reached a level that made it a significant policy issue.

In 2002, the Pennsylvania General Assembly amended the Pennsylvania Vehicle Code to authorize Cities of the First Class (i.e. Philadelphia) to operate the Red Light Photo Enforcement Program. The legislation designated the Philadelphia Parking Authority as the authorized organization to administer the program in Philadelphia.

In 2005, the Authority secured a qualified contractor and the initial site selected was Roosevelt Boulevard and Grant Avenue in the Northeast section of Philadelphia, due to its high volume of traffic signal infractions. A warning phase was then initiated and on June 23, 2005 the first citation was issued. Before the close of 2005, there were a total of sixteen (16) operational Red Light Camera approaches. During the last fifteen years, the Philadelphia Parking Authority has since grown the program significantly, always maintaining a safety first attitude.

The Authority currently operates one hundred thirty (138) Red Light Camera approaches encompassing thirty (32) intersections and plans to expand this program during the next ten years.

This RFP is for additional cameras at intersections selected outside of the current contract. The current contract is due to expire in September 2022. This RFP will give the selected Offeror the option of receiving the existing sites to manage and operate. The selected Offeror will be awarded with at least ten (10) camera to operate and should plan for the potential of further growth to the program.

I-2. Mission Statement.

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

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

- Improving cooperation and planning with PPA stakeholders, including state and local transportation partners,
- Implementing cutting-edge technology to improve the customer experience and enhance overall management and agency efficiency,
- Emphasizing employee training on industry best practices,
- Maximizing transparency in hiring and procurement,
- Implementing on-street parking management policies that address neighborhood needs throughout the City,
- Encouraging reasonably priced off-street parking through rate setting policies at seven PPA Center City facilities,
- Maintaining and improving neighborhood parking lots to address both residential and commercial demand,
- Providing leadership in partnering with private and public hospitality and tourism entities to enhance the visitor experience,
- Applying the latest technology for a superior customer experience at the parking facilities at Philadelphia International Airport in support of this important regional economic engine,

- Encouraging safe, clean, reliable taxicab, limousine and transportation network company service through sound regulations and consistent enforcement,
- Improving vehicle and pedestrian safety 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, Friday, July 30, 2021. Questions concerning this RFP are to be submitted via email to Mary Wheeler at mwheeler@philapark.org with "RFP No. 21-06 Red Light Photo Enforcement System 2021" listed in the subject line. Only questions submitted in writing will be addressed. The Authority will answer all questions in writing to all qualified Offerors. Any furnished answers will not be official until they have been verified, in writing, by the Authority. The Authority shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFP or formally issued as an addendum by the Authority. The Authority does not consider questions to be a protest of the work statement or of the solicitation.

I-4. Clarification of Instructions.

Should the prospective Offeror find a discrepancy in or an omission from the Work Statement or General Information, or should she or he be in doubt as to the meaning of any term contained therein, the Offeror shall 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 Contract.

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. Offerors must agree not to distribute any part of their proposals beyond the Authority. An Offeror who shares information contained in its proposal with other Authority personnel and/or competing Offeror personnel may be disqualified.

I-6. Proposal Conditions.

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, no later than 2:00 PM, Thursday, August 12, 2021. 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 Offerors, 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. Offerors shall identify their status as a small or small diverse business by completing the Small and Small Diverse Business Participation Submittal Form included in the Proposal Form along with a copy of their Small Business Procurement Initiative certificate issued from the Pennsylvania Department of General Services. Offerors may self-certify at:

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

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

I-8. Signatures Required.

The proposals *must* be signed in all spaces where signatures are required by a principal or officer authorized to execute contracts.

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

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

I-10. Insurance Requirements.

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

I-11. Executed Contract Required.

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

I-12. Contract Negotiation.

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

I-13. Business Licenses.

The proposal should include the Offeror's Philadelphia Commercial Activity License (formerly Business Privilege License) number and the Offeror's Federal Tax ID number. If the Offeror does not currently have a Philadelphia Commercial Activity License, it must obtain one no later than five business days 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-14. Rejection or Acceptance of Proposals.

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

The responsible Offerors or multiple Offerors whose proposal is ranked the highest, taking into consideration price and all criteria for selection, 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 shall be effective only upon receipt by the Authority evidenced by written confirmation of such receipt and will preclude the submission of another proposal by such Offeror. After the scheduled time for opening of proposals, no Offeror will be permitted to withdraw their proposal, and each Offeror hereby agrees that their proposal shall remain firm for the contract period. A proposal made and opened may be withdrawn with the written permission of the Authority, if the Authority determines in its sole discretion that the proposal is inconsistent with the best interest of the Authority.

I-15. Unacceptable Proposals.

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

I-16. 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.

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-17. 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-18. 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 selected Offeror is hereby bound and obligated and the selected Offeror must obtain written acknowledgement thereof from all subcontractors.

I-19. Notification of Offeror Selection.

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

I-20. Standard Practices.

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

I-21. 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 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-22. 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-23. Shipping and Delivery.

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

I-24. 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-25. 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-26. 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 21-01502 from the PA Department of Labor and Industry Enterprise Portal at https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fwww.dlisecureweb.pa.gov%2fPrevWage%2fPages%2fProject.aspx%3fd%3d142042%26PageType%3d%26&c=E,1,HKvafIzA4L_kSBTYLogsV8nsw6T0qpgwKr4W-uAxl7HAGVTzoEaVa4Bc88P9G55wT6AReDIYa-6tQSBZvIAI8ydgZqc2IWWjRga0X82ZqQ,&typo=1 to view the report, and produce a hard copy for your records. All workers must be citizens of the United States of America.

I-27. Certified Apprenticeship Program Participation.

All Bidders must meet the qualification standards by certifying that it participates, directly or through its labor for each craft or trade, in an approved Apprenticeship Program which is currently registered with the U.S. Department of Labor or a state apprenticeship agency for each craft or trade that will be engaged in the Work.

The Philadelphia Parking Authority will rely on the U.S. Department of Labor personnel assigned to oversee apprenticeship programs in Pennsylvania and, if necessary, on the appropriate Pennsylvania Department of Labor personnel assigned to the relevant apprenticeship programs.

I-28. Processing.

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

PART II

INFORMATION REQUIRED FROM OFFERORS

II-1. Proposal Format.

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

The tab requirements are as follows:

- Tab A - Transmittal Letter
- Tab B – Executive Summary
- Tab C – Qualifications and Experience
- Tab D - Key Personnel
- Tab E – Proposal Form
- Tab F - References
- Tab G - Technical Response
- Tab H - Insurance Requirements
- Tab I - Financial Statements
- Tab J - Proposed Amendments to Sample Contract
- Tab K - Data Security Information
- Tab L - Cost Proposal
- Tab M – Data Sharing Agreement
- Tab N - Additional Information (optional)

Physical tabs should extend beyond the 8 ½" x 11" paper.

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 red light photo 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. Qualifications and Experience (Tab C).

In order to be considered qualified, Offerors should clearly demonstrate that they have successfully provided a red light photo 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).

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

II-6. Proposal Form (Tab E).

The Proposal Form contained within this RFP must be submitted in its entirety (with the exception of the Proposal Decline Form).

II-7. References (Tab F).

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-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. Insurance Requirements (Tab H).

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

II-10. Financial Statements (Tab I).

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

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-11. Proposed Amendments to Sample Contract (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 as Appendix B. Please review the sample contract carefully. Any exceptions or requested changes to the contract **must be clearly noted in the proposal** in order to be considered.

II-12. Data Security Information (Tab K).

Provide all data security information to evidence that you meet the requirements set forth in the attached Data Sharing Agreement, Section 10. At a minimum the Offeror must provide a SOC 2 Type 2 or SOC 3 Type 3 (if cloud-based) audit report.

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

II-13. Cost Proposal (Tab L).

All services are to be provided on a fixed fee basis. No portion of the Contractor's fee will be paid on a percentage of money collected or number of violations issued. The Contractor will be responsible for all operating costs and staff for the provision of this contract.

Contractor will be considered Merchant of Record and responsible for processing all credit card payments. Credit Card Merchant transaction processing fees including without limitation any and all pass-through fees, dues, assessments from the card associations and debit network; chargeback processing fees and all equipment cost/fees will be paid directly by Contractor with no reimbursement from the Authority.

Start-up costs will be the responsibility of the Contractor. The Offeror should submit a monthly fixed fee per installed system. The monthly fixed fee includes 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.

Submit a plan for prorated payments by the Authority for any sites which are inoperable for any period of time.

Submit a fixed monthly fee for the provision of an unattended housing or if there is a costs to move a red light traffic signal photo enforcement system from one location to another.

II-14. Data Sharing Agreement with PennDot (Tab M).

Provide the current Data Sharing Agreement with PennDot.

II-15. Additional Information (Tab N).

Optional section. If used, discuss other benefits that the Offeror 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 shall be (a) submitted by a firm 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 highest ranking Offeror whose proposal is determined to be most advantageous to the Authority as determined by the criteria listed below.

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

III-4. Evaluation Criteria. The Authority determined that it is not advantageous for it to use a bidding process in order to secure the services 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

Category	Weight
System Performance	20%
Qualifications and Experience	15%
Technical Response	20%
Technical ability and resource availability for the modifications/development of new system components	10%
Proposal Pricing	20%
Responsiveness of Proposal	5%
Small and Small Diverse Business participation.	10%

PART IV

WORK STATEMENT

IV-1. Objectives

1. General.

The Authority is soliciting written proposals for a full service program for red light photo enforcement and associated services. The Authority is seeking both a red light camera system as well as the full range of associated support services such as; 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.

The Automated Red Light Photo Enforcement Program is aimed at enhancing motorist and pedestrian safety through improved technology and operations. Public concern over an increase of incidences involving motorists running red light signals had reached a level that made it a significant policy issue.

In 2002, the Pennsylvania General Assembly amended the Pennsylvania Vehicle Code to authorize Cities of the First Class (i.e. Philadelphia) to operate the Red Light Photo Enforcement Program. The legislation designated the Philadelphia Parking Authority as the authorized organization to administer the program in Philadelphia.

In 2005, the Authority secured a qualified Contractor and the initial site selected was Roosevelt Boulevard and Grant Avenue in the Northeast section of Philadelphia, due to its high volume of traffic signal infractions. A warning phase was then initiated and on June 23, 2005 the first citation was issued. Before the close of 2005, there were a total of sixteen (16) operational Red Light Camera approaches. During the last fifteen years, the Philadelphia Parking Authority has since grown the program significantly, always maintaining a safety first attitude.

The Authority currently operates one hundred thirty-eight (138) Red Light Camera approaches encompassing thirty-two (32) intersections and plans to expand this program during the next ten years.

This RFP is for additional cameras at intersections selected outside of the current contract. The current contract is due to expire in September 2022. This RFP will give the selected Offeror the option of receiving the existing sites to manage and operate. The selected Offeror(s) will be awarded with at least ten (10) cameras to operate and should plan for the potential of further growth to the program.

2. Specific.

A. OPERATIONAL AND SYSTEM REQUIREMENTS

All equipment systems, processes and procedures provided under this Request for Proposals must comply with 75 Pa.C.S. §3116 and the Philadelphia Code Chapter 12-3000.

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 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 red light camera or speed camera 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 Offeror may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Executive Director of the Philadelphia Parking Authority. Unless performance is separately and expressly waived in writing by the Executive Director, an assignment does not release the Offeror from responsibility for performance of this contract. Unless otherwise provided in the contract, the Offeror may not contract with any other party furnishing any of the materials or services herein contracted for without the written approval of the Executive Director. Any subcontract for any work hereunder must comport with the terms of this contract and any State and City law, and must include any other terms and conditions that the Authority deems necessary to protect its interests.

A.1.9 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 Contractor;
- Give direction to the Contractor to ensure satisfactory and complete performance;
- Monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality;
- Accept or reject Contractor's performance;
- Furnish timely written notice Contractor's performance failures to the Executive Director;
- Prepare required reports;
- Approve or reject invoices for payment;
- Recommend contract modifications or terminations to the Executive Director;
- Issue notices to proceed;
- Monitor and verify compliance with any Authority Performance Plan.

Contractor must notify Authority of any and all personnel changes prior to the change. The Authority holds the right of approval in its sole discretion. At all times, even during a City of State emergency, the Contractor's project manager will be available to the Authority as a full time on duty employee of the Contractor.

A.1.10 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, which should include their user rights and roles. The list must be accurate and approved by the Authority. Whenever the Contractor's users change, the Authority will be notified immediately in writing. The system must also allow multiple users to simultaneously view a single citation. This information must be available in real time and visible to Authority staff. It must 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 red light camera system that reliably, accurately, and fairly captures red light 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 red light camera enforcement. Proposals must include how privacy concerns have been addressed in similar environments with similar equipment.

A.2.3 Tracking software is required to show when and who accesses the system. The Contractor must notify the Authority of the method by which access to the system may be gained. System must 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 Contractor outside the scope of services defined herein without written permission from the Executive Director.

A.2.5 Provide all data security information to evidence that you meet the requirements set forth in the attached Data Sharing Agreement, Section 10. At a minimum the Offeror must have a SOC 2 Type 2 or SOC 3 Type 3 (if cloud-based) audit report.

A.2.6 All Offerors must have an active Business User Agreement with PennDOT in order to be eligible to submit a proposal.

A.2.7 Provide a current and valid PCI-DSS Level 1 Services Provider Attestation of Compliance.

A.2.8 The purpose of this Request for Proposals ("RFP") is to invite qualified service providers to prepare and submit a proposal to provide cloud-based Payment Card Industry ("PCI") compliance services to the Philadelphia Parking Authority ("The Authority") in accordance with the requirements defined throughout this RFP. Specifically, such PCI compliance services include the provision of a cloud-based PCI compliance portal ("Portal") that offers administrative and management functions for The Authority and compliance functions to Participants as well as comprehensive customer service and technical support. If chosen, service provider must acknowledge the responsibility of protecting all payment data collected and processed on behalf of The Authority. Additionally, the service provider must provide evidence of current PCI PS-DSS Service Provider Attestation of Compliance. This will have to be supplied annually throughout the term of the contract.

A.3 PUBLIC INFORMATION, EDUCATION AND PUBLICITY FOR PROGRAM

A.3.1 The Contractor 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 red light camera program within six months of the implementation of the contract. In addition, the Contractor may be required to attend public meetings and assist the Authority and/or City staff in demonstrating the red light camera system equipment program.

A.3.2 The Offeror must provide examples of red light 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 red light camera program. The public service announcements will be created at the direction of the Authority and must include video and media announcements. All cost associated with the creation of the public service announcements will be the responsibility of the Contractor.

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

A.4 EQUIPMENT INSTALLATION

A.4.1 The Contractor will provide and install all related equipment needed to identify and photograph motor vehicles violating signalized lights. Each camera system will monitor red light violations from a single approach, and be able to capture multi-vehicles in multiple lanes simultaneously according to the specifications outlined in this RFP. New equipment must be installed and it must be of the latest technology available approved by PA Dot.

A.4.2 A Red Light Traffic Signal Enforcement System is defined as inclusive of all equipment and personnel required for the photo enforcement of red light violations in concert with the Philadelphia Parking Authority and the City of Philadelphia. The Contractor is required to install all hardware including the traffic violation detection system. Required hardware must include, but not limited to, all computer interfaces, software, cameras, flash strobes, poles, violation detection system and wiring.

For new intersections, any necessary appurtenances that City of Philadelphia's Street's Department or Penn Dot deem necessary to support a fully functional Red Light Traffic Signal Photo Enforcement System will be the responsibility of the Authority. The Contractor must work with an electric power company to establish a separate power tap and billing account. The electricity costs must be paid by the Contractor.

A.4.3 The color for poles used in relation to the red light camera system will be designated by the Authority. The Authority will be responsible for the installation of all poles used to for signage along with the signs at the Red Light Traffic Photo Enforcement System locations.

A.4.4 The Contractor 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.4.5 The Contractor must provide and install the camera boxes, sensors or radar (type certified by Penn Dot), related wiring necessary to make the Red Light Traffic Signal Photo Enforcement System operational. All Contractor equipment including the junction box must be marked with Contractor name and emergency contact information. Installation of the system must be completed on a schedule agreed to by the Authority. The Contractor must detail their installation methodology in its proposal response. Contractor must pay for all licensing and permits required by the City. All replacement equipment must be new. All equipment installed in relation to the Red Light Camera System must be assembled in the United States.

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 Contractor. All costs related to the removal of obstructions or other measures to alleviate obstructions will be absorbed by the Contractor. All contact with the City's Street's Department, Penn Dot or the Park Commission will be the Contractor's responsibility.

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

A.5.3 The 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. Any camera or system malfunction must be repaired or replaced within 24 hours of its discovery unless otherwise approved by the Authority.

A.5.4 Contractor must keep an inventory of all parts and equipment within two hours of Philadelphia. Inventory must consist of 20% of installed equipment.

A.5.5 The Contractor 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 Contractor is also expected to provide routine preventive maintenance. The Contractor must provide weekly 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.5.6 The Contractor must submit a detailed maintenance plan. It must include all elements listed above as well as a staffing plan for maintenance functions. The Contractor is required to provide a description of the plan for any necessary repairs, including emergencies and maintenance of camera systems. The Contractor is further required to provide a detailed description concerning the availability of its technicians in the event that a system becomes inoperable.

A.5.7 The Contractor is responsible for weekly 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 Contractor. Contractor must provide the Authority with an inspection report the next business day after inspection occurs.

A.5.8 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 maintenance report must be supplied to the Authority's Project Manager on a weekly basis.

A.5.9 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 approaches 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. 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 red light camera systems and services to cities of similar size.

A.6.3 Offerors must complete and submit information for at least three references to be considered for this contract, along with all issues experienced by customer and Offeror.

A.6.4 Discuss any other experience that may be relevant to the success of the red light camera system and services program.

A.6.5 Provide the name, address, and telephone number of all subcontractors and material suppliers 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 Contractor's back office operations may be closed on the following holidays: Memorial Day, July 4th, Labor Day, Christmas, New Year's Day, and Thanksgiving.

A.7.2 The Contractor shall 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 and schedule a hearing, and view violation images and information at the Contractor's Customer Service Center. The Contractor's Customer Service Center does not have to be co-located with the Contractor's processing center, but should be located within Philadelphia's City limits. Contractor's Customer Service Center or walk in center may be closed on Federal Holidays and per the Authority's approval.

A.7.3 The Contractor shall make every effort to work with the Authority in resolving citizen inquires or complaints made concerning the use of red light camera enforcement technology. The Customer Service Center will be open for business between the hours of 8:30 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 Contractor shall assist in establishing a clear written protocol to be approved by the Authority for handling citizen complaints. The Contractor 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
- Schedule hearings
- Offeror should list any other tools utilized by their customer service representatives

A.7.7 The Contractor 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 Staff should be cross-trained and experienced in all facets of correspondence submission requirements to ensure coverage during heavy volume periods. Appropriate supervisory staff shall be assigned to all operational departments.

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

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

A.7.11 The Contractor shall maintain a Processing Center and Lock Box within the City of Philadelphia. All violation processing services required by this Request for Proposals must be provided out of the Processing Center.

A.7.12 The Processing Center Manager, or other designated employee of the Contractor, will be required to work in Philadelphia effectively with, and promptly address issues identified by the Authority on a daily basis.

A.7.13 The Contractor shall 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.7.14 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 shall provide a detailed description of its process for hiring personnel associated with its administration of the red light camera program and any and all procedures it undertakes to help ensure that its employees, agents and sub-contractors are qualified to administer the red light program. If Offeror requires its employees to a drug testing policy, Offeror shall 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 Red Light Photo Enforcement System.

A.7.15 The Processing Center and Lock Box shall conform to all local, state, and federal zoning and building code requirements.

A.7.16 The mail processing and payment 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.7.17 The Processing Center and lock box shall continue operation for as long as the contract for the Red Light Traffic Signal Photo Enforcement Program is active and for 45 days thereafter. Upon conclusion of the contract and the 45 days thereafter, the Contractor shall forward all records to the Authority for disposition of the remaining cases.

A.7.18 The Contractor must supply an on line web portal for citizens to submit documentation for an on line hearing. The system should acknowledge the submittal of the web form and place the violation in a suspend mode. Access will need to be given to the City of Philadelphia's, Office of Administrative Review or designated agency for the City of Philadelphia. The citations will need to be reviewed by the designated agency's hearing officers. The contractor's online web portal must clearly state the maximum file size allowed to upload to the web portal. Also, any upload file type must be the universal file type currently use by industry standards

A.8 TRANSITION PLAN

A.8.1 In the event, the awarded Offeror is other than the current Contractor; a Migration plan needs to be established between the current Contractor and the new Contractor. This includes the current Contractor having the most recent backup of the Authority's Red Light system and distribute that backup to the awarded Contractor and the Authority.

A.8.2 The awarded Contractor will be required to install all existing systems within one twenty (120) 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 Contractor 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 must describe the project management methodology and activities needed to complete total project implementation. A typical plan must 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 must provide milestones, anticipated completion dates, and all events required.

A.8.3 Discuss Offeror's success in implementing red light traffic signal photo enforcement systems and service programs of similar size within similar time frames.

A.8.4 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. The Authority currently contracts with Duncan Solutions which utilizes its Auto Process system.

A.8.5 Fleet System Contractor Requirements

Contractor must have the ability to share/receive a plate file from our current ticketing management system to flag Fleet plates as part of the Authority's fleet program. Will need to have indicators that can be added or removed based on electronic file transfers sent daily.

This will be for the purpose of expediting the noticing process to be in compliance with the state ordinance and the Authority's fleet program. Separate function must be included to transfer these violations over to the current/future ticketing management system after notice 1 has been sent by Red Light Contractor's system.

A.9 SITE SELECTION, ANALYSIS AND DESIGN

A.9.1 The Contractor may be required to perform feasibility and/or baseline studies at intersections being considered or selected for inclusion in the program. Please note, there will be no limit placed in this contract as to how many studies are requested per year. 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 must require minimal disruption of roadway surfaces and conform to all city, state and federal guidelines. The Contractor 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 Red Light Traffic Signal Photo Enforcement System.

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 red light violations at a single intersection from a single approach.

A.11.2 The Offeror must provide a digital camera system of sufficient quality to provide clear color images, for installation at each selected location. The Offeror must provide camera specifications with the proposal.

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

A.11.4 Camera systems must 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 Offerors 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 approaches.

A.11.8 Each camera system must be equipped with a computer interface and must have sufficient computer support

and associated equipment to record, document and track red light enforcement data for record keeping and adjudication purposes.

A.11.9 The camera system must be capable of gathering and producing to the Authority daily, weekly, monthly and yearly location traffic information for statistical analysis to include red light 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 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 red light 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 Offeror must supply a system that will be certified by PennDOT, meet all PennDOT requirements and be posted in the PA Bulletin for public record prior to installation of said system.

A.11.14 The successful Offeror will provide a camera system capable of photographing the rear of vehicles whose drivers commit red light 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 three (3) color photographs per violation along with a 12 second video. The first photo must depict the vehicle behind the legal point of violation while the governing traffic signal is visibly red in the photograph. The second photograph must depict the same vehicle continuing through the intersection, beyond the legal point of violation past the stop bar with the traffic signal visibly red in the photograph. The third photograph must depict a cropped view of the vehicle’s license plate.

A.11.15 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. In addition to images the Offeror must submit sample of 12 second videos for the Authority’s review.

A.11.16 Offeror’s Red Light Traffic Signal Photo Enforcement System must be optically isolated from the City’s traffic controller unit. Offeror must provide a detailed back-up plan for situations involving equipment failure.

A.11.17 Offeror must use isolation relays or equivalent to protect traffic signal equipment from noise, transient voltage, and any related remote interconnect or interference problems in accordance with the NEMA standard. The Offeror must submit a schematic drawing showing his methodology for establishing a connection to the controller in order to obtain approval.

A.11.18 Offeror’s system must provide a convenient means of disconnecting it from the traffic signal system. The City of Philadelphia and/or the Authority will retain the right to disconnect the Offeror’s system from the traffic signal system when, in the opinion of the City/Authority, it is in the best interest to do so for purposes of safety, maintenance, repair, troubleshooting or other reasons related to the proper operation of the traffic signal system.

A.11.19 The camera system must monitor the status of the red signal via the controller terminals that feed the signal head. These terminals are 120 VAC.

A.11.20 The Authority requires daily, 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 If the red light camera system is capable of co-locating with speed 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, explain in detail how the systems could be integrated.

A.12.2 The Authority may wish to migrate to other automated 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 red light enforcement technology must 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 officer 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 Contractor must provide summary and detailed reports of all citations transferred from the Authority's legacy system. The summary report will be broken down by status (open vs. closed, partially paid citations, citations in collections as well as those that have been assigned to debt collection) and must include citation number counts and amounts.

A.13.4 The Offeror's Violation Processing System will serve as the core for the violation processing on this project.

A.13.5 The successful Offeror must adhere to City Code § 12-3012 (4) Image Retention Compliance

A.13.6 The ability to review events that have been issued and that are still being processed.

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 Contractor is required to provide certification that the red light camera system was operating properly at the time of a red light violation and provide a pass/fail report upon request of the Authority.

A.14.2 The Contractor must provide a program audit on a weekly basis using a "test ticket" on each operational red light camera. The Contractor must follow the work flow process laid out by the Authority in the City Code, business rules, policies and procedures to assure that the backend system is working accurately. Details of test tickets process should be supplied in the proposal.

A.14.3 The camera system must be capable of allowing Authority personnel to complete remote downloads, verify calibration and shut down the camera system. The Contractor must maintain the correct calibration on all red light cameras. The Contractor is also responsible for ensuring that the amber phase is calibrated in compliance with the PennDot and the City of Philadelphia permits for each location. The amber phase calibration and the red light timing calibration must occur quarterly with a report verifying the correct calibration being forwarded to the Authority to be observed on each violation.

A.14.4 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 Offeror's management software. Sample reports must be submitted with the proposal.

A.14.5 All reporting must have the ability to be easily exported to excel format. The Authority may require additional reporting then what is being offered for reconciliation purposes.

A wide range of reports will be required. The following is a partial list of topics on which data and reports will be required. All reports must have the ability to be accessed by day, week, month or year:

- Number of events
- Number of violations recorded
- Number of citable violations
- Traffic volumes and violation by location
- Number of violations not resulting in citations
- Separated by in detail violations rejection categories and amounts –
- Separated by in detail citations by location
- Number of citations prepared and mailed
- Number and dollar amounts of fines collected daily, weekly, monthly, yearly 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
- Amber phase verification
- Any other report requests by the Authority

A.14.6 As noted above, all reports must be available on at least a daily, weekly, monthly and annual basis. Preference will be given to reporting systems which allow custom reports to be produced from an array of preset factors.

A.14.7 The Offeror must 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 proposal.

A.15 TRAINING REQUIREMENTS

A.15.1 The Contractor must provide reasonable and necessary training in the operation of the Red Light Traffic Photo Enforcement system for appropriate staff. This training must provide the personnel with an understanding of how the camera system operates.

A.15.2 The Contractor must provide training on the use of the violation processing system to officers, hearing examiners, finance personnel 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. Describe virtual training, as an option.

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

A.15.5 Submit an overview of the training of the Offeror's employees and any expert witnesses the Offeror will require to further the efforts of the program. Provide a list of all employees, titles, years of service, and background information.

A.15.6 Offeror must supply electronic User Manuals to the Authority. Any changes to the programs policy or procedures, updated manuals must be supplied to the Authority within 30 days of contract execution.

A.15.7 Identify a training schedule prior to implementation, during implementation, and after implementation. The Authority reserves the right to amend the schedule as it sees fit.

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 red light violations. The system must 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 further abide by any and all local and state laws and regulations pertaining to the Red Light Photo 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 violation database of violations not issued and issued by various parameters including, but not limited to:

- 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
- Amber time and red 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 The Offeror will be responsible for the full system and data conversion from the Authority's legacy system to the proposed system and will ensure minimal downtime during the conversion.

A.16.6 In the event a defense is presented by the person who which the violation is sent to, the Contractor must coordinate with the Authority to transfer liability pursuant to the red light camera statute. The Contractor will perform all associated mailings at no additional costs to the Authority. (Title 75 3116 (g) Title 75 3116 (h))

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 and badge number of police officer to the notice mailed to the violator.

A.16.9 Police officers, City and Authority officials must also be able to review daily, weekly, monthly and yearly reports and review/update violator account information online in detail and summary format. 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 Contractor must provide personnel to view all digitally recorded images and enter event data, to include:

- Date of the violation event
- Time of the violation event
- Location of the violation event
- Contractor assigned reference number to be determined at the direction of the Authority
- Amber time and red time

A.16.12 Authority personnel will view each image and make a preliminary decision whether it meets the City/Authority's criteria to issue a citation. The Authority will then enter vehicle plate characters and the state that the plate was issued. 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 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. Anytime an event/violation is viewed it is logged when it was view and by whom.

A.16.13 Authority must have ability to view events that have not been issued, allowing for multiple users to view same event at same time if needed. The ability for a supervisor to reclassify an event, reinstate events or reject events that have not been issued.

A.16.14 Contractor 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 and badge number of the officer who approved the citation. The first picture must clearly show the vehicle prior to touching the marked stop line, the no turn on red sign (if applicable) and at least one of the governing traffic signal heads with the red signal illuminated. The second image must clearly show that the same vehicle continued through the intersection with at least one of the governing traffic signal heads with the red signal illuminated and the no turn on red sign (if applicable). 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 intersection, the exact length of time that the light was red for each specific violation (refer to Philadelphia Parking Guidelines), the dollar amount of the civil penalty imposed and the date by which the civil monetary penalty must be paid.

A.16.16 Contractor personnel must create a third image by cropping, scaling, and appropriately adjusting brightness, contrast, etc. to maximize the clarity of the registration plate.

A.16.17 The Contractor must mail the first notice of violation to the registered owner. All notices must be sent to the address provided by DMV return and proof of mailing must reflect actual notice/correspondence that is being sent. The Contractor will mail law enforcement approved citations with return envelope by first class mail. The Contractor is responsible for costs of postage and mail delivery. The Contractor will be responsible for recording either manually or automatically proof of mailing and that information must 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.16.18 The Contractor must send a second follow-up notice (unless flagged as a fleet) to outstanding violators, in the event of non-response, fifteen (15) days after first notice issuance date and also in the event of the 1st notice being returned. All notices must be sent to the address provided by DMV return and proof of mailing must reflect actual notice/correspondence that is being sent. 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 list of all notices that are currently sent, given specific circumstances, is attached as Appendix E. The Contractor must also send any notices identified in Appendix E or future notices in addition to the first two notices of violation at the direction of the Authority.

A.16.19 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 Contractor's responsibility.

A.16.20 Quality assurance checks should be completed with every mail run.

A.16.21 Violations will only be issued for infractions which will occur after the change of the signal to red. Contractor must adhere to guidelines consistent with Philadelphia Parking Authority policy and business rules.

A.16.22 The Contractor is required to mail all notices listed in Appendix E. Provide details on the proposed noticing approach, including sample notices. List examples of other cities where similar noticing 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.16.23 The Contractor 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 Red Light Traffic Signal Photo Enforcement program and to assess the relative success in achieving the goal of improved traffic safety at signalized intersections by modification of driver behavior.

A.17 OWNERSHIP IDENTIFICATION

A.17.1 The Contractor 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 Contractor, 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 Contractor will continue to request ownership information from the appropriate department of motor vehicles every seven business days for a total of six attempts. The registered owner's information must then be entered into the system with the violation images. Designated Authority staff must have the ability to do Transfer of Liabilities if necessary. A report should be accessible displaying attempts for Registered Owner.

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 It is a requirement that all Offerors must be SOC2 Type 2 (or SOC 2 Type 3) in order to have access to PennDOT information. All Offerors must have an active Business User Agreement with PennDOT in order to be eligible to submit a proposal.

A.17.4 Program must allow for the Authority to manually enter DMV information if obtained.

A.18 Bankruptcy

A.18.1 All bankruptcy matters must be in compliance with the United States Bankruptcy Laws and Automatic Stay Orders.

A.18.2 Must have the ability to suspend violations for bankruptcy review. No notices are to be generated during the suspend period. Currently a 30 day suspend.

A.18.3 Must have the ability to suspend violations that are covered until a bankruptcy case is finalized. No notices during the suspend period. Plates are removed from enforcement measures such as boot/tow and registration suspend. Current suspend dates are until 2099.

A.18.4 Must have the ability to permanently suspend violations to reduce balance owed. This will be two parts; full amount and if partial payment was made. It should not credit the violation as an overpayment, only bring the balance to zero.

A.18.5 Must have the ability to transfer bankruptcy suspends to current ticketing vendor's system.

A.18.6 Suspend code must be supplied for Death Certificates and need to mimic number A.18.4, A.18.5.

A.19 Fleet

A.19.1 Describe the proposed process for handling government, rental, leased, fleet and temporary registered vehicles that are captured in violation of the City's red light regulations. Describe how these programs have worked in other cities in which they are deployed.

A.19.2 Must have the ability to transfer violations to renters/taxi drivers etc. After transfer of responsibility violation will need to be rolled back to restart the notice process.

A.20 PAYMENT PROCESSING

A.20.1 The Contractor will be responsible for the processing of all payments received including past due for the red light traffic signal photo enforcement program. The Contractor must have the capability to handle all red light violation payments made in person at designated locations, electronically paid on-line, electronically paid by phone, and mailed into USPS lockbox, including the daily depositing and reconciliation of all receipts. Contractor must supply, if any, the convenience fee charged to the public for online payments. Any increase to this fee during the contract must be approved by the Authority. The USPS lockbox must be located within the City of Philadelphia and vendor should note if using a sub-contractor.

A.20.2 The Contractor must utilize the use of Remote Deposit Capture technology for payments made by checks that are not accepted through vendor's lockbox. The Authority will provide the check scanner.

A.20.3 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:

- a. Method for receipt of payments and recording receipt date
- b. Ability to apply payments by type (check/money order)
- c. Ability to handle electronic reimbursement
- d. Verification of check amounts
- e. Batch reconciliation and file update
- f. Accepting partial payments

All mailed payments should be scanned to database showing copy of check/money order, check/money order number, payment coupon, and front portion of envelope showing post mark.

A.20.4 The Contractor is required to deposit into a PPA designated bank account, daily for all payments received in Vendor system an amount equal to the gross receipts of the previous day's revenue received. Payments deposited must be applied and reconciled to the Contractor's database each day with reporting available for PPA review by 9 AM the following day.

A.20.5 The Offeror is required to provide procedures for handling payments/reporting that require additional investigation and research. These procedures and reports should include, but not be limited to:

- a. Overpayments
- b. Unapplied payments
- c. Returned checks
- d. Any/all issues that require investigation not mentioned above

Reports for these types of research items should have the ability to be generated with a designated beginning and ending date and time including hours and minutes and should include but not limited to:

- a. Name
- b. Violation number
- c. Date of violation
- d. Date and time of payment
- e. Payment type (Credit card, check, money order etc)
 - a. including supporting data such as check number, last 4 of credit card and authorization number
- f. Payment source (web, IVR, over the counter, etc.)

g. Amount paid

A.20.6 Vendor must describe their payment reconciliation methodology. Reconciliation is to be completed daily and forwarded to Revenue Control. Reconciliation results should show system reporting that reconciles to daily deposit and debits of PPA bank account. PPA will allow read only access to bank account. Any variances that result from this reconciliation must be investigated and corrected daily along with notification to revenue Control.

A.20.7 Describe the proposed internet payment solution and 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.20.8 The Offeror will be required to provide on-line cashiering systems at a minimum of one facility to enable citizens to make walk-in Red Light Traffic Signal Enforcement Program payments. Describe the proposed on-line cashiering capability and describe where the proposed on-line cashiering solution is currently operational.

A.20.9 Chargebacks/NSF's

- a. Chargebacks are to be investigated by Contractor for response to credit card processor and payment removed from applicable violations in system of record for any chargeback received.
- b. Check payment reversals for NSF, stop payment etc. are to be investigated by Contractor and payment removed from applicable violations in system of record.
- c. Any change of status to violation payment should be easily identifiable in system of record. (ie. Payment removed for chargeback, etc.)
- d. System must be able to generate a return items report in detail format.
- e. Provide capability to block certain plates from being able to pay by credit card. This will be decided by PPA for repeat offenders who have multiple chargebacks or NSF/returned payments.

A.20.10 Refunds are to be completed back to the original form of payment received. Ex. If payment was made by credit card, refund is to be applied back to the original credit card used for payment. Contractor is MOR and will need to complete all credit card refunds after approval from Authority.

A.20.11 Reconciliation reports should be available in detail or summary format easily exportable in excel.

A.20.12 System should allow violations to be placed on suspension by PPA or designated personnel to allow for documents, payments, or an investigation. It should have the option for a ten (10), fifteen (15), thirty (30), and sixty (60) day hold.

A.20.13 PPA and nay other designated staff must have the functionality to have a citation recalled/removed from the ticketing vendors program (collections and placed on a temporary hold. This will be used to schedule hearings, have an administrative review performed, allow citizen to make payment, etc.

- A recalled violation must be communicated with the PPA ticketing vendor
- After designated time allotted, and the citation was not dismissed, the citation will then need to be re-transmitted to the PPA ticketing enforcement vendor.
- Client should have ability to choose several suspend options with various suspend lengths

A.21 ADJUDICATION SUPPORT

A.21.1 The Contractors 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 red light 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.21.2 The system must be capable of scheduling hearings and interfacing and exporting all required data to any and all government agencies designated by the Authority. Describe experience with interfacing proposed system data with adjudicatory agencies.

A.21.3 The Contractor must provide, at its own expense, witnesses as necessary to testify to the accuracy, operations, and reliability of the red light camera and related equipment for contested complaints. Additionally, video or other materials may be developed to present relevant information at the hearing.

A.21.4 The Contractor must specify a process to notify all operators and technicians of adjudication dates as required for successful prosecution.

A.21.5 In addition to in person hearings, the Contractor must offer an on-line hearing process. The system must be capable of accepting requests for on-line hearings in which the public has the ability to upload testimony and/or documentation for the purpose of adjudication. The system must also be capable of being accessed by the City's hearing examiners in which a letter would be generated and mailed to the public notifying as to the outcome of their hearing.

A.21.6 System must allow for the citizen to request a hearing via a web portal. The portal must allow for the citizen to upload a hearing request slip that they had filled out and signed. The document should be reviewed and requested citation will then be scheduled for a hearing whether it be in person or web based.

A.21.7 Describe/provide a process for City's office of Administrative Review to allow testimony/documents to be uploaded after the citation has gone past due for the office to review and decide if it will grant them a hearing.

21.8 A separate queue should be made available for administration to be able to review for citizens that send in documentation such as transfer of liability, mis-keyed plates, hearing requests not filled out and documents with a declaration form with documents for stolen, sold vehicles, etc. Violations in this queue should be able to be scheduled for a hearing if deemed necessary. This queue will put a hold on the citation and be available to both PPA and OAR staff to review. Please describe the method you would accommodate this request.

21.9 System should allow thirty (30) day increments up until six months that a hearing examiner can select to allow more time for citizens to make payment.

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. The Authority may reject all or some of those changes or exceptions, in its sole discretion.

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.

The term of the Contract will commence upon completion of a fully executed Contract and will expire automatically three (3) years after the go-live date. The term of the contract may be extended by and at the sole option of the Authority for up to three (3) additional one (1) year terms. The Contract will terminate automatically in the event that any act of government suspends or terminates the automated red light enforcement system in Philadelphia.

The Contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the Contractor's negligence or failure to perform any contractual obligations. The Contractor must indemnify and save the Authority harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the Contractor's negligence or failure to perform its contractual obligations. If requested by the Authority, the Contractor must defend the Authority in any action or suit brought against the Authority arising out of the Contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the Contractor is deemed to be negligence of the Contractor. For the purposes of this paragraph, Authority includes its boards, agencies, agents, officials and employees.

Appendix A

Proposal Form

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

**RFP No. 21-06
RED LIGHT PHOTO ENFORCEMENT SYSTEM 2021
PROPOSAL FORM**

1. The undersigned submits this proposal in response to the above referenced RFP No. 21-06 Red Light Photo Enforcement System 2021, being familiar with and understanding the advertised notice of opportunity, General Information, Work Statement, Proposal Form, Affidavit of Non-Collusion, and Addenda if any (the "Proposal Documents"), as prepared by the Philadelphia Parking Authority and posted on the Authority's Internet website and on file in the office of the Authority at 701 Market Street, Suite 5400, Philadelphia, PA 19106. The party submitting a proposal is the "Offeror".
2. The Authority reserves the right to withdraw and cancel this RFP prior to opening or to reject any and all proposals after proposals are opened if in the best interest of the Authority, in the Authority's sole discretion. If the Authority accepts Offeror's offer, Offeror agrees to execute a contract memorializing the proposal's terms if the contract is delivered to Offeror within 60 days of the proposal opening date. This provision will not be interpreted to preclude the execution of a contract related to this proposal outside of that 60 day period.
3. Offeror acknowledges receipt of the following addenda:

Addendum	Date Received
_____	_____
_____	_____
_____	_____

4. The term of the contract shall commence upon award of a contract by the Authority's Board at a public meeting and execution of a contract by the Executive Director and shall end three (3) years from the Go-Live Date. The Authority has three options to renew the contract for a period of one (1) year each.

5. **Cost Proposal:** Offeror agrees to provide a red light photo enforcement system as detailed in the Work Statement for the fee listed below. 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.

\$ _____ **Price per Camera per month**

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) Identify the convenience fee, if any, that will be charged to the citizen:

6. Requirement Statement: The undersigned Offeror agrees to provide a red light photo enforcement system as specified in the Work Statement, any Addenda, if issued and the response submitted.

Signature

Name
(Please Print)

Title

Date

7. Offeror Signatures: Complete one section below.

If proposal is by a corporation, form must include the date and be signed here by (a) President or Vice President, and (b) Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Office. 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 Bidder

Street Address

City/State/ZIP Code

Telephone Number

Date

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

Authorized Signature

Business Name of Bidder

Typed or Printed Name

Street Address

Title

City/State/ ZIP Code

Date

Telephone Number

Type of Entity

8. Affidavit of Non-Collusion

State of: _____
County of: _____

RFP No. _____

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

I state that:

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

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

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

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

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

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

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

Signature

Printed Name

Notary Public
My Commission Expires: _____

9. Qualifications:

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

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

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

i.

ii.

iii.

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

e. **Federal EIN Number:** _____

10. Certified Apprenticeship Program Participation

Offerors must be currently participating in an approved Apprenticeship Program which is currently registered with the U.S. Department of Labor or a state apprenticeship agency for each craft or trade that will be engaged in the Work. Offerors shall employ apprentices whose training and employment are in full compliance with the Apprenticeship and Training Act, approved July 14, 1961.

- 1) Does Offeror participate in an approved Apprenticeship Program which is currently registered with the U.S. Department of Labor or a state apprenticeship agency for each craft or trade that will be engaged in the Work? (Attach appropriate documents evidencing participation and enrollment in Apprenticeship Program[s])

____ Yes ____ No

- 2) Is Offeror a signatory to a collective bargaining agreement for each craft or trade that will be engaged in the Work? (Attach appropriate documents evidencing the relevant agreement[s])

____ Yes ____ No

If Offeror answered "Yes" to questions 1 or 2, please answer question 3 (including sub-parts) below.

- 3) Does Offeror, or its labor for each craft or trade, have apprentices and trainees currently participating in said Apprenticeship Program[s]?

____ Yes ____ No

(a) If yes, has Offeror, or its labor for each craft or trade, graduated at least one (1) enrollee in each of the past three (3) years?

____ Yes ____ No

(b) If yes, has Offeror (or its labor for each craft or trade) successfully graduated at least 75% of the program enrollees in each of the past three (3) years*? (Graduation rate is calculated by dividing graduates in a calendar year by the number of enrollees in that year.)

____ Yes ____ No

The Undersigned hereby certifies that it participates, directly or through its labor for each craft or trade, in an approved Apprenticeship Program which is currently registered with the U.S. Department of Labor or a state apprenticeship agency for each craft or trade that will be engaged in the Work; that the attached documentation is true and correct proof of its current participation; and will continue to participate in applicable apprenticeship programs for each craft or trade for the full duration of the Work.

Authorized Signature

Print Name of Signer

Title of Signer

Date

LIST OF SUBCONTRACTORS AND MATERIAL SUPPLIERS

(copy page as needed)

Undersigned agrees, if notified of the acceptance of this bid, that he will utilize the following material suppliers, for the following noted types of work. No substitutions shall be made in the employment of material suppliers without written approval from the owner. The undersigned acknowledges that the Philadelphia Parking Authority reserves the right to reject any material suppliers listed below after bids are opened at no additional cost to Owner.

SUBCONTRACTOR OR MATERIAL SUPPLIER		
Name:		
Type of Work:		
Phone:	E-mail:	
Address:		
City:	State:	ZIP Code:
Union Affiliation (if any):		
Signature of Individual, Owner or Partner:		
Name and Title of Signer:		
Name of Firm:		
Date:		
SUBCONTRACTOR OR MATERIAL SUPPLIER		
Name:		
Type of Work:		
Phone:	E-mail:	
Address:		
City:	State:	ZIP Code:
Union Affiliation (if any):		
Signature of Individual, Owner or Partner:		
Name and Title of Signer:		
Name of Firm:		
Date:		

Philadelphia Parking Authority

SMALL AND SMALL DIVERSE BUSINESS PARTICIPATION SUBMITTAL

RFP Name and Number: _____

Offeror or
Subcontractor _____

Contact Name: _____ Email: _____

OFFEROR INFORMATION:

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



Proposal Decline Form: RFP No. 21-06 Red Light Photo Enforcement System 2021

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

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

Name: _____

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

**AGREEMENT FOR
AUTOMATED RED LIGHT CAMERA ENFORCEMENT SYSTEM
BY AND BETWEEN
THE PHILADELPHIA PARKING AUTHORITY
AND _____**

Contract No. K-20-0050

THIS AGREEMENT effective as of the ____ day of _____, 2021 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. §3116 and Chapter 12-3000 of the Philadelphia Code, the Authority is authorized to act as the system administrator of the automated red light camera program in the City of Philadelphia ("City");

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

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

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

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

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

**ARTICLE I
DEFINITIONS**

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

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

1.3 "Alleged Violator" means the driver of the vehicle that has committed an alleged Violation

1.4 "Approach" means a group of traffic lanes at an intersection that is enforced by the System, and the System Equipment used to enforce that particular Approach.

1.5 "Authority Data" means the data and images being captured, processed, managed, tracked or stored by or in the System.

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

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

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

1.9 "Camera Unit" means the camera, computer, and flash unit used for automated photo enforcement.

1.10 "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 damages per System 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 System is operational. The damages set forth in this section shall be cumulative and are not in lieu of any other damages to which the Authority may be entitled due to Contractor's negligence or breach of this Agreement.

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

1.12 "Citation or Notice to Appear" means the document detailing Violations captured by the System, including, but not limited to, the Citation form approved by the Authority and no less than four (4) Images of the Violation: one full view of the vehicle entering the intersection illegally, one full view of the vehicle in the center of the intersection in violation, one enlargement of the license plate, and one enlargement of the driver's face.

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

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

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

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

1.15 “Contractor Project Manager” has the meaning set forth in Section 2.3.

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

1.17 “COTS Software” means the commercially available off-the-shelf software programs listed in Exhibits “E” and “I”.

1.18 “Court Evidence Package” means the series of documents related to a particular alleged Violation prepared by the Contractor and sent to the Authority upon request.

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

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

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

1.22 "Detailed Design Specifications" means all documents in which design, development, production, installation, integration, implementation, or maintenance of the System is addressed, including but not limited to the Technical Requirements and System Specifications, electrical and mechanical schematic diagrams, programming specifications, flow charts, reliability criteria, screen and report design specifications, 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.

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

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

1.25 "Events" means all vehicle movements that trigger the System, both Violations and non-Violations.

1.26 "Existing System" means any automated enforcement equipment, leases, licenses, Hardware, Software, and all related equipment and materials directly used to accomplish the functioning of the enforcement process and system by or for the Authority which is in effect or in place as of the date of the Notice to Proceed.

1.27 "Expenses" has the meaning set forth in Section 5.3 hereof.

1.28 "Field Technical Service and Inspection Log" means the log produced after routine inspection and testing of the System Equipment is completed at each Approach to verify System Equipment is working properly.

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

1.30 "Final Acceptance Period" means at least a 30-day period during which the Authority tests the System in operation, as described in Section 7.3 hereof.

1.31 "Fixed Fee" has the meaning set forth in Section 5.1 hereof.

1.32 "Go-Live Date" The date the System is fully operational with all of the Business Rules and ordinances as approved in writing by the Executive Director.

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

1.34 "Image Analysis" means the human review of Images to determine if an Event meets the Business Rules and should be transferred to the Authority for review and determination as to whether or not a Violation occurred.

1.35 “Image” means each digital photograph or digital video recording captured by the System Equipment.

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

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

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

1.39 “Initial Warranty Period” means the period beginning with the first delivery of any portion of the System for testing and ending one (1) year after Final System Acceptance.

1.40 “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 damages per System 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 System is operational. The damages set forth in this section shall be cumulative and are not in lieu of any other damages to which the Authority may be entitled due to Contractor’s negligence or breach of this Agreement.

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

1.42 “Malfunction” means any malfunction, operational error, damage, defect, or other error or problem occurring with the System or System Equipment, including with the Software or the Hardware, in whole or in part, as well as a breach of any warranty set out in Article XI of this Agreement. A Malfunction includes anything taking place in the System which adversely affects the quality, content, and completeness of the System and its ability to capture, produce, and process Violation Data of all Events occurring at each Camera Unit satisfactory for a Citation to be timely issued for each Violation regardless of the Authority’s Business Rules.

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

1.44 “Monthly Status Report” means the report prepared by the Contractor on a monthly basis detailing any Malfunctions, third-party damages, or other reasons affecting operation of the System in accordance with the Agreement and the Implementation Plan, and the number of days, in whole or in part (and the number of hours for any partial days), that the System was not fully in service and producing Images of Violators sufficient for all Violators to be issued a Citation because of any reason at each Approach.

1.45 “Monthly Viewing Report” means the report prepared by the Contractor on a monthly basis detailing the number of events detected, Violations recorded, and Citations issued at each Approach.

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

1.47 “Parties” means the Authority and the Contractor.

1.48 “PCI DSS” means the most recent version of the Payment Card Industry Data Security Standard Version of at least version 3.2.1.

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

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

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

1.52 “Project” means 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.

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

1.54 “Punch List” means any list of correctable problems determined and developed by the Authority’s Project Manager or between the Authority’s Project Manager and Contractor’s Project Manager as permitted by this Agreement.

1.55 “Red Phase” means the portion of the traffic signal light sequence when a red signal indication is displayed.

1.56 "RFP" means The Philadelphia Parking Authority's Request for Proposals "Red Light Traffic Signal Enforcement" No. _____ that was issued on _____ and all Exhibits annexed thereto, including any and all addenda, a copy of which is attached hereto as Exhibit "B" and incorporated herein throughout by reference.

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

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

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

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

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

1.62 "Support and Maintenance Agreement" means the agreement described in Section 6.1(d).

1.63 "System" means the complete automated photo enforcement system including camera units and system equipment, complete design and installation, maintenance and servicing, image analysis, Notice to Appear (Citation) processing, system management software, citation processing by Contractor, and establishing and maintaining working relationships with all participating City agencies and departments relating to the Automated Photo Enforcement Program.

1.64 "System Completion Date" means 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 and Exhibit "D" attached hereto.

1.65 "System Equipment" means the equipment that includes, but is not limited to, proprietary cameras, computers, flash units, housing, poles, auxiliary flashes, conduits, image analysis units, pull boxes, wiring, and vehicle detection equipment.

1.66 "System Integration" means the process of interfacing and complete functionality between the System and any existing system.

1.67 “System Location” means each Approach at which System Equipment is installed, as is designated by the Authority at any time during the term of this Agreement.

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

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

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

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

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

1.73 “Traffic Signal Controller” means the signal controller, controller interface, control boxes, loops and detectors which are separate from the System Equipment whose primary function is the safe and orderly movement of traffic through an intersection by alternating right-of-way between intersecting streets.

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

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

1.76 “Vehicle Detection” means inductive wire loops, wireless in-pavement sensors, radar sensors, or any other type of detection used to detect vehicles.

1.77 “Violation” means when a Traffic Signal Controller is in the Red Phase or when any other moving violation, such as an illegal turn, is captured by the System.

1.78 “Violation Data” means all Images and data associated with a Violation.

1.79 “Work Product” means all Developed Software, Source Code for Developed Software and any other materials or works or authorship, in whatever form, developed or created by Contractor (or Contractor’s Subcontractor(s)) for the Authority hereunder and any inventions, improvements, or discoveries therein, whether or not patentable, but excluding any property specifically reserved to the Authority in this Agreement, including Authority Data, Authority Provided Resources, Authority Specifications and Authority inventions, improvements, or discoveries related to the System.

ARTICLE II SERVICES AND SCOPE OF WORK

2.1 The Project. Contractor agrees to deliver the System and perform the Services in accordance with the terms of this Agreement. Further, the Authority is not required to pay Contractor for, Services beyond the Services described in this Agreement including and incorporating Exhibits “B” and “C”, unless Exhibit “B”, Exhibit “C”, or both Exhibits is/are modified as provided for in this Agreement. Unless otherwise designated by the Authority, the Contractor shall install and perform all construction work necessary for all System Equipment at each of the Approaches identified by the Authority. Contractor shall have qualified personnel present on site for key construction milestones, and available to the Authority’s Project Manager to answer questions about design and installation details, and to troubleshoot issues as they arise. Contractor shall test all System Equipment in accordance with manufacturer’s recommendations and best practices and shall ensure that the System Equipment captures and processes Violations when they occur and produces clear Images usable for Citations. As part of this testing, Contractor shall provide to the Authority, for the Authority’s review and approval of image quality, sample violation photographs from each Approach tested. All Violations must be captured and processed by the System Equipment in a timely manner to comply with any applicable statute of limitation for Notices to Appear and to be used in a Court Evidence Package, as needed, against all Alleged Violators. Subject to the approval and authorization from the Authority, each Notice to Appear shall be delivered by Contractor to the registered owner of the vehicle within the agreed or statutory period of time and by the statutorily mandated method of delivery. The Authority shall notify Contractor of any Notice to Appear where there is no response, and a second reminder Notice, including any late fees or costs as determined by the Authority, shall be sent by First Class mail after the agreed or mandated time period. Subsequent notices or collections notification may be delivered by first class mail, certified mail-return receipt requested, or by process servers for additional compensation to Contractor as agreed by the parties. Contractor shall be solely responsible for the security of its personnel, the System Equipment, materials including Authority Materials in Contractor’s possession or exclusive control, and all revenue collected by Contractor pursuant to this Agreement.

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. In the event a mutually agreeable Implementation Plan and Schedule cannot be reached within that time period, or such later time period as may be extended by agreement, the Authority may terminate this Agreement upon at least thirty (30) days written notice to the Contractor. 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.

(b) The Implementation Plan and Schedule shall be incorporated into this Agreement as if fully set forth herein as Exhibit "D" [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.

(c) 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 any 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 Contractor Project Manager. Contractor shall appoint a qualified member of its staff, to act as project manager ("Contractor Project Manager") subject to the approval of the Authority, such approval not to be unreasonably withheld. The Contractor Project Manager's duties include conducting the Project and acting as liaison between the Authority and Contractor, Contractor and Contractor's Subcontractor(s), and the Authority and Contractor's Subcontractor(s). The Contractor Project Manager selected by Contractor and approved by the Authority shall be _____. The Contractor Project Manager shall not be reassigned or removed by Contractor without cause as Contractor Project Manager without the written consent of the Authority Project Manager. If Contractor Project Manager is removed for cause by Contractor, Contractor shall in writing notify the Authority (in advance if practicable and in all cases as soon as reasonably possible) of the reasons for the removal. Upon written request by the Authority, Contractor shall replace Contractor Project Manager with an individual acceptable to the Authority. The Contractor Project Manager shall coordinate Contractor's Services with Authority employees and parties performing other Services or work for the Authority as requested by the Authority from time to time.

2.4 Project Management. The Contractor Project Manager shall meet with the Authority Project Manager and other Authority representatives at least once every 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 shall be responsible for training, supervision and management of all personnel engaged by Contractor (whether such personnel be employees, agents, or Subcontractors of Contractor) during performance of this Agreement. Contractor is also responsible for monitoring the techniques used in the performance of work, and keeping its employees, agents, and Subcontractors informed of Upgrades and other improvements, changes, and methods of operation.

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

2.6 Authority's Project Manager. Unless otherwise specified by the Authority, the Authority's project manager ("Authority Project Manager") shall be Casey Wech, Manager of Red Light Camera and Speed Enforcement, who may be reached by email: Wech@Philapark.org or Phone: 215-683-9527. All requests for payment by the Contractor under this Agreement shall be directed to the Authority Project Manager. The Authority Project Manager will decide all questions that may arise as to the quality and acceptability of work performed, the Work Product, and as to the compliance of Contractor's performance with the terms of this Agreement, all applicable policies and payment to the Contractor. Failure of the Authority Project Manager during the term of the Agreement, including any Wind Down Period to: (i.) discover or reject unacceptable work; (ii.) discover work not in accordance with the Agreement; or (iii.) failure to exercise any remedies in connection therewith shall not be deemed an acceptance thereof, nor a waiver of the Authority's right to full performance of the Agreement, including during any Wind Down Period. Any service performed without the prior written direction of the Authority Project Manager is work outside the scope of this Agreement and shall be performed exclusively at Contractor's risk and own expense.

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

ARTICLE III THIRD PARTY AGREEMENTS

3.1 Contractor hereby acknowledges that this Agreement with the Authority is contingent upon Contractor maintaining, at its sole expense, a SOC 2 Type 2 or SOC 3 Type 3 (if cloud-based) audit report as mandated by the Pennsylvania Department of Transportation ("Certification"). In the event Contractor fails to maintain its Certification, it shall, within 24 hours, notify the Authority of such in writing and immediately cease all Services related to this Agreement. The loss of Contractor's Certification and/or the failure to notify the Authority within 24 hours of the loss and/or cancellation of Contractor's Certification, shall constitute a breach of this Agreement and shall, at the Authority's sole discretion, be grounds for termination of this Agreement.

3.2 Contractor hereby acknowledges that this Agreement with the Authority is contingent upon Contractor entering into a Business Partner Agreement (“BPA”) with its parent company, currently Duncan Solutions, Inc., which oversees the Authority’s on-street parking management functions. The BPA is attached hereto as Exhibit “G”. In the event the BPA with Duncan Solutions, Inc. is terminated or rendered void for any reason, including the loss of any required Certification, Contractor shall, within 24 hours, notify the Authority of such in writing and immediately cease all Services related to this Agreement. Failure to maintain a valid BPA with Duncan Solutions, Inc. and/or failure to notify the Authority with 24 hours of the BPA’s termination, shall constitute a breach of this Agreement and shall, at the Authority’s sole discretion, be grounds for termination of this Agreement.

ARTICLE IV SUBCONTRACTORS; THIRD-PARTY HARDWARE & SOFTWARE

4.1 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 “H”, and the Authority gives approval for the use of the Subcontractors listed in Exhibit “H”, 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.

4.2 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 “I” shall be deemed approved for inclusion in the System by the Authority.

4.3 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.

4.4 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 V
PAYMENT TERMS

5.1 Compensation. Contractor agrees to accept a fixed monthly 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, as set for in the Exhibit "C" attached hereto, is incorporated in its entirety herein and other than as modified by the terms of this Agreement; said Pricing section shall remain as set forth therein.

(4) Convenience Fee: Contractor will charge violators no more than \$____ for each credit card transaction related to the payment of one or more red light camera violations. Contractor shall retain all convenience fees.

(5) Except for the Convenience Fee set forth in Section 5.1(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 red light camera 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 red light camera enforcement system, all backroom functions necessary to operate the automated red light camera 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.

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

5.3 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.

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

5.5 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 "I" hereof contains a list of the Hardware and Software and the quantities of each required for the System.

5.6 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 17.2.

ARTICLE VI CHANGE ORDERS

6.1 Contract Changes.

(a) The Authority Project Manager may at any time, by written order and without notice to the sureties, if any, direct any change to the Project within the general scope of the Agreement ("Change Order"). However, such changes may not increase the 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(1) and 25(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, subject to approval by the Authority's Board.

(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 VII TEST AND ACCEPTANCE; QUALITY ASSURANCE

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

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

7.3 System Test Acceptance. Upon completion of each 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 of Contractor's discovery of a Malfunction. In the event that any problems affect the Authority's use of the System as determined by the Authority's Project Manager, the Testing Period shall automatically be extended by the number of days the Authority's use of the System was affected at that System 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 7.4 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.

7.4 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 “J”. 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 VIII TIME OF THE ESSENCE AND DAMAGES

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

8.2 Damages. The parties to this Agreement agree that the Authority will be damaged in the event that any scheduled milestone events identified in this Agreement are not delivered on time, or if a System sustains a Significant Failure, or if Contractor fails to maintain any Certifications or BPAs.

(a) Contractor is responsible for daily verification of each site’s operational status through a written report. Contract 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.

(b) Notwithstanding any other provision of this Section, 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, funerals, etc.).

(c) 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 damages for such delays.

(d) The Authority reserves the right to demand the recovery of all Violations that should have been issued but for the Malfunction, Significant Failure or Contractor’s failure to maintain any Certificate or BPA. Contractor agrees to make prompt payment, without undue delay, of any demand under this section.

8.3 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.

8.4 The damages set forth in this section shall be cumulative and are not in lieu of any other damages to which the Authority may be entitled due to Contractor's negligence or breach of this Agreement.

ARTICLE IX
OWNERSHIP OF WORK PRODUCT, LICENSES and OWNERSHIP OF BELOW
GRADE INFRASTRUCTURE

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

9.2 License to Work Product and Prior Existing Software.

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

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

9.3 Ownership of Authority Materials.

(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 Red Light Camera 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 17.6. The Authority agrees not to request that equipment from more than twenty (20) Approaches be removed by Contractor at any one time. All interests and rights in, and control over, any property installed or otherwise placed underground by any person in connection with the System and the Services to be performed by Contractor under this Agreement shall, upon the expiration or any earlier termination of this Agreement for any reason, be the exclusive property of the Authority. Said property of the Authority includes all conduits (whether above ground or underground), external and internal wiring, coaxial and any other cables, and connectors. Further, the Contractor shall have no right, title, or interest to any Traffic Signal Controller or Vehicle Detection equipment not installed by the Contractor in connection with the Project.

ARTICLE X SUPPORT SERVICES

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

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

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

ARTICLE XI REPRESENTATIONS AND WARRANTIES

11.1 Functional Warranty. Contractor warrants, represents, and covenants during the Initial Warranty Period, that the System shall operate in conformance with the Detailed Design Specifications, at no additional cost to the Authority. In the event the System does not

operate in conformance with the Detailed Design Specifications during the Initial Warranty Period and provided that the System is used as authorized, contemplated, or intended, Contractor shall immediately resolve the problem at its sole expense. The foregoing warranty shall not apply in any instance where a System deficiency was caused by the negligence, abuse or neglect by the Authority or use by the Authority in a manner not authorized, contemplated, or intended.

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

11.3 Viruses. Contractor warrants, represents, and covenants that, as delivered, at the time of completion of each phase of the Schedule and at the time of the Final System Acceptance, the Contractor will utilize a prevailing industry standard anti-virus program and shall ensure that the System, excluding COTS Software and third party Hardware, will not contain any codes or instructions that may be used to modify, damage or disable the Authority's computer systems, or any other computer system to which the System may be connected, or interferes with the operation of the System. In the event Contractor becomes aware of any such Destructive Elements in the System, Contractor will immediately notify the Authority and use its best efforts to promptly (and in any event not more than 24 hours after Contractor learned of a Destructive Element) make available assistance and corrections to the System at no cost to the Authority. With respect to the COTS Software and third party Hardware, the Contractor will utilize a prevailing industry standard anti-virus program to help ensure that such items will not contain any Destructive Elements that may be used to modify, damage, or disable the Authority's computer systems, or any other computer system to which the System may be connected, or interferes with the operation of the System.

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

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

quality. All Software must also be capable of processing and maintaining a record of every Event tracked by a Camera Unit without Malfunction.

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

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

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

11.9 Operational Reliability Warranty. At all times during the term of this Agreement, the System shall be secure and able to provide detailed reports, including Monthly Status Reports, Monthly Viewing Reports, and such other reports as the Authority may require for a combination of any one or more of the following: reliability, invoicing, compliance and auditing purposes. Contractor represents and warrants that the System shall meet the reliability criteria set forth in the RFP and Contractor's Proposal 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. The Authority also retains the right to require that Contractor make changes to its System that are necessary or advisable to assist in improving the security, integrity, and reliability of the System.

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

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

ARTICLE XII

TAXES

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

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

ARTICLE XIII

CONFIDENTIALITY

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

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

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

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

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

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

13.3 Injunctive Relief. 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 XIV INDEMNIFICATION

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

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

ARTICLE XV ADDITIONAL INDEMNIFICATION

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

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

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

ARTICLE XVI INSURANCE

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

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

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

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

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

ARTICLE XVII TERM AND TERMINATION

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

17.2 Termination for Convenience. The Authority shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. The Authority shall exercise this option by giving Contractor written notice not less than thirty (30) days in advance of termination. The notice shall specify the date on which termination shall become effective. Upon receipt of the notice of termination, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by the Authority and to minimize the liability of Contractor and the Authority to third parties as a result of the termination. All such actions shall be subject to the prior approval of the Authority. Such actions include:

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

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

(c) At the Authority's direction, assigning to the Authority all of Contractor's right, title, and interest under the orders and subcontracts terminated pursuant to subparagraph (b) of this Section. Upon such assignment, the Authority shall have the right, in its sole discretion, to settle or pay any claims arising out of the termination of such orders and subcontracts.

(d) Subject to the Authority's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.

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

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

17.3 Termination for Convenience Costs. Within thirty (30) days after the specified termination date, Contractor shall submit to the Authority an invoice, which shall set forth each of the following as a separate line item:

(a) The reasonable cost to Contractor, without profit, for all additional Authority-authorized services performed prior to the specified termination date, for which such services the Authority has not already tendered payment.

(b) The reasonable cost to Contractor 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.

(c) A deduction for the cost of materials to be retained by Contractor, if such materials had previously been paid for by the Authority, amounts realized from the sale of materials and not otherwise recovered by or credited to the Authority, and any other appropriate credits to the Authority against the cost of the Services or other work. Except for the right to be paid the termination costs set forth in this Section, the Contractor shall have no right or claim to any monies 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 XVIII.

17.4 Survivability. All provisions of this Agreement which by their nature would reasonably be expected to be complied with or performed after the expiration or termination of this Agreement, shall survive and be enforceable after the expiration or prior termination of this Agreement. Without limiting the generality of the foregoing or any provision in this Agreement expressly providing for survival, the provisions of Articles), VIII (Time of the Essence and Damages); IX (Ownership of Work Product; Licenses), XI (Representations and Warranties), XIII (Confidentiality), XIV (Indemnification) and XXV (Audit) and shall survive termination of this Agreement regardless of the reason for termination for not less than the applicable statute of limitations periods for any claim alleging a violation.

17.5 Close Out Services After Termination. Unless otherwise directed by the Authority as provided in Section 17.7, 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.

17.6 Winding-Down Period.

Winding-Down Period means the period of time commencing on the expiration or any earlier termination of this Agreement in its entirety and ending not more than nine (9) months after that date, as the case may be. Upon the earlier of the expiration date or the termination date of the Agreement, 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 required notice of expiration is provided, or (2) after the date of any notice of termination or required notice of expiration and not less than 30 days before the effective date of termination or expiration of this Agreement.

(b) During the Winding-Down Period, Contractor shall continue to operate the System Equipment at each System Location until directed by the Authority to remove System Equipment from a System Location pursuant to the schedule of removal provided by the Authority. Contractor shall continue to perform all Support Services as provided for in Article X necessary to issue, within such time period as is required by applicable law, up to two (2) Citations for each captured Image of a Violation, including those identified in Section A.16 in the Work Statement of the RFP. Except where this Agreement is terminated for an uncured default by 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 an Approach and wishes to remove its property at that Approach upon the termination of the Agreement, all costs associated with such removal will be born exclusively by Contractor as an ordinary business expense and will also be responsible for all costs of repairs caused by removal of Contractor's property at the Approach. Upon the latest date of the expiration date, any termination date, or completion of the Winding-Down Period, unless requested earlier by the Authority, the Contractor shall provide the Authority with all Court Evidence Packages and Violation Data for all Events then maintained in its System on behalf of the Authority. The information and data shall be delivered in the standard format by the Contractor to the Authority on removable media.

(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 which were to have been 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 which were to have been 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 which were to have been 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 17.6(c) above, Contractor shall cease performing all Services for the Authority and will remove all remaining Contractor property 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 a System Location or the Contractor's System. All connections to such underground wiring and equipment shall be left in place and safely preserved by Contractor until removal of Contractor's System Equipment.

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

17.7 Return of Authority Materials.

(a) Upon the earlier of completion or other termination of this Agreement, subject to applicable retention periods established by law or by this Agreement, all finished, unfinished and unprocessable work, all 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 on that date, free from any claim or retention of rights thereto on the part of Contractor, except as herein specifically provided in this Agreement, and shall promptly be delivered to the Authority upon the Authority's request and the Authority shall return or make available to the Contractor all of Contractor's property.

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

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

ARTICLE XVIII DISPUTE RESOLUTION

18.1 Resolution of Claims and Disputes. Except in an event where the Authority deems there to be irreparable harm, the parties shall make commercially reasonable efforts to reach a negotiated resolution of any claim or dispute arising out of the interpretation, application, implementation or performance of this Agreement before seeking legal relief.

18.2 Injunctive Relief. Notwithstanding the provisions of Section 18.1 above, either party shall have the right to initiate an action in the First Judicial District of Pennsylvania, being the Philadelphia County Court of Common Pleas for temporary, preliminary, or permanent injunctive relief.

18.3 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 XIX DEFAULT

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

(a) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:

(b) Contractor fails to maintain its SOC 2 Type 2 or SOC 3 Type 3 (if cloud-based) status;

(c) Contractor fails to maintain any Certificate or BPA;

(d) Contractor fails or refuses to perform or observe any other term, covenant, or condition contained in this Agreement, including any obligation imposed by any ordinance or statute and incorporated by reference herein, and such default continues for a period of five (5) days after written notice thereof from the Authority to Contractor.

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

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

(g) Contractor fails to comply with Laws as defined in Section 24.1.

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

(i) If any Existing System is disabled or otherwise rendered inoperable by Contractor before the Authority determines that the Existing System is no longer needed, as provided for in Section 2.2(b).

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

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

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

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

19.6 Subject to the survival of the sections and articles identified in this Agreement as surviving termination or expiration of the Agreement, termination of this Agreement prior to expiration of the term specified in Section 17.1 this Agreement shall be of no further force or effect. Upon termination of this Agreement prior to expiration of the contract term, Contractor shall transfer title to the Authority, and deliver in the manner, at the times, and to the extent, if any, directed by the Authority, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to the Authority.

ARTICLE XX ENVIRONMENTAL COMPLIANCE

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

20.2 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.

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

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

21.1 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 XXII FAIR EMPLOYMENT PRACTICES/EQUAL OPPORTUNITY

22.1 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.

22.2 Subcontractors. Contractor will include the provisions of Section 22.1 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 XXIII PERFORMANCE BOND AND LABOR AND MATERIAL BOND

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

23.2 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 V. 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 XXIV COMPLIANCE WITH LAWS, RULES, ETC.

24.1 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.

24.2 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.

24.3 Right to Know Law.

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XXV
AUDIT SECURITY AND DATA COMPROMISES

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

(a) Performance and Compliance. The Authority shall have the right to examine, copy and audit Contractor's Records in order to evaluate compliance of Contractor with legislative and legal requirements as well as all requirements under the terms, conditions, specifications and provisions of the Agreement. The Authority and any Person engaged by the Authority for audit or compliance purposes is therefore to have free access to Contractor's System, System Equipment, and Work Product at all times for inspection and audit.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XXVI GENERAL TERMS AND CONDITIONS

26.1 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.

26.2 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.

26.3 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.

26.4 Force Majeure. Should the performance by Contractor or the Authority be delayed as a result of Acts of God such as fire, flood, earthquake, or similar catastrophe, war, enemies or hostile government actions, revolutions, riots, civil commotion, labor strikes (excluding Contractor or its subcontractors' labor shortages), delays by any governmental agency including the Authority, or any law, proclamation, or order of any governmental agency (in its sovereign capacity) or court of law, or other causes beyond its reasonable control and occur without its fault or negligence, then the delayed party, upon giving prompt notice to the other party, shall be excused from performance for a period of time equal to the duration of such delay; provided, however, that the delayed party shall use its best efforts to avoid or remove the cause of non-performance and promptly continue performance hereunder whenever the cause is removed, and further provided that if the period of delay exceeds forty-five (45) days over the term of this Agreement, whether continuous or not, either party shall thereafter have the right to terminate this Agreement without cause on ten (10) days' notice. Any performance required of Contractor under this Agreement will be suspended for any period of delay in the performance of the Authority to the extent that such delay in performance is directly the result of any such a cause, provided, however, Contractor must notify the Authority within ten (10) days of the event causing delay or the right to claim delay or the right to do so shall be deemed waived by Contractor. Any performance required of the Authority under this Agreement will be suspended for any period of delay in the performance of Contractor which prevents performance by the Authority.

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

26.6 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.

26.7 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.

26.8 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.

26.9 Right to Set Off, Interest, and No Accord and Satisfaction. In the event Contractor is obligated to the Authority for any sums under this Agreement, the Authority shall have the right to set off such amount against amounts payable by the Authority to Contractor under this Agreement or any agreement concerning between the Authority and Contractor associated with Maintenance under this Agreement. Moreover, should Contractor fail to pay any amount due to the Authority within ten days (10) days of the date such amount is due the Authority, then the amount due shall begin accruing interest at the rate of 1.5% per annum, compounded monthly, or the highest permissible rate under applicable usury law, whichever is less, until paid. Interest, as computed under this Agreement, shall continue to accrue and be paid so long as any amounts due hereunder remain outstanding even after, including without limitation, default, maturity, acceleration, recovery of judgment, bankruptcy, insolvency proceedings of any kind or the happening of any other similar event. No acceptance by the Authority of a lesser sum than the sums then due it shall be deemed to be other than on account of the earliest installment of such payments due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed as accord and satisfaction, and the Authority may accept such check or payment without prejudice to the Authority's right to recover the balance of such sum(s) due it or pursue any other remedy provided in this Agreement.

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

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

26.12 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 at the time of delivery if hand delivered, or if sent by registered or certified mail, return receipt requested, or sent by nationally recognized overnight delivery service, then upon the earlier of the actual receipt or refusal by the addressee or three (3) business days after deposit thereof at any main or branch United States post office if sent by registered or certified mail and the next business day after deposit thereof with the courier if sent by overnight courier. Notices are to be addressed as follows:

(a) If to the Authority:

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

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

And

Authority Project Manager at:
The Philadelphia Parking Authority

701 Market Street, Suite 5400
Philadelphia, PA 19106

(b) If to Contractor:

Attention:

With a copy to:

Attention:

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

26.13 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 choice or conflict of laws provisions of any state) and the decisions of the Pennsylvania courts. The parties hereto irrevocably consent to the exclusive jurisdiction of the First Judicial District of Pennsylvania, being the Philadelphia Court of Common Pleas and waiving any claim or defense that such forum is not convenient or proper. Contractor agrees that the Philadelphia Court of Common Pleas shall have *in personam* jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

26.14 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.

26.15 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.

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

26.17 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.

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

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

SIGNATURE PAGE TO FOLLOW

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

The Philadelphia Parking Authority

Attest: _____

Print Name: _____

Print Title: _____

By: _____

Scott A. Petri
Executive Director

APPROVED AS TO FORM

By: _____
Office of General Counsel

Contractor

Witness: _____

Print Name: _____

Print Title: _____

By: _____

Print Name: _____

Print Title: _____

Exhibit "A"
Philadelphia Parking Authority
CONTRACTOR INTEGRITY PROVISIONS

1. Definitions.

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

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

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

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

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

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

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

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

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

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

6. Contractor shall have no financial interest with or in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Authority in writing and the Authority consents to Contractor's financial interest prior to the Authority's execution of the contract. Contractor shall disclose the financial interest to the Authority at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.

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

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

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

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

11. For violation of any of these Contractor Integrity Provisions the Authority may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages

for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Authority. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

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

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

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

Exhibit “B”
RFP

Exhibit “C”
CONTRACTOR’S PROPOSAL

Exhibit “D”
IMPLEMENTATION PLAN AND SCHEDULE

Exhibit “E”
CONTRACTOR PRIOR EXISTING SOFTWARE

Exhibit “F”
KEY PERSONNEL

Exhibit “G”
BUSINESS PARTNER AGREEMENT

Exhibit “H”
SUBCONTRACTORS

Exhibit “I”
APPROVED THIRD PARTY SOFTWARE AND HARDWARE

Exhibit “J”
SYSTEM QUALITY ASSURANCE

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

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

Exhibit “K”
CONTRACTOR BUSINESS LICENSE
PHILADELPHIA COMMERCIAL ACTIVITY LICENSE

Exhibit “L”
INSURANCE

Exhibit “M”
PPA ACCEPTANCE FORM

The Authority acknowledges and approves the installation of the following intersection(s):

With the below Camera Numbers

Construction is completed on these sites and all approaches are currently operating as required.
The Authority therefore grants permission to transition the cameras to live mode and continue
the installation of Red Light Cameras per the construction schedule.

Casey Wech, Project Manager

Date

Corinne O’Connor, Deputy Executive Director

Date

Appendix C

Insurance Requirements

THE PHILADELPHIA PARKING AUTHORITY
INSURANCE REQUIREMENTS – RFP NO. 21-06 RED LIGHT ENFORCEMENT SYSTEM

Page 1 of 4

Prior to commencement of the contract and until completion of your work, **Vendor** 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 #11.
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 #11.
4. Excess/Umbrella Liability Insurance: with a minimum acceptable limit of coverage of \$5,000,000 per occurrence and aggregate. Such coverage shall be excess of the general liability insurance, business auto liability insurance, and employers liability as required by this contract. Owner must be named as additional insured as shown in requirement #11.
5. Professional (E&O) Liability Insurance: with minimum acceptable limits of \$3,000,000 per claim and aggregate. Claims-made is acceptable.
6. Cyber and Technology E&O Liability Insurance: including 3rd party privacy, with minimum limits of \$3,000,000. **Vendor’s** policy or policies must include the following:

THE PHILADELPHIA PARKING AUTHORITY
INSURANCE REQUIREMENTS – RFP NO. 21-06 RED LIGHT ENFORCEMENT SYSTEM

Page 2 of 4

- a) Technology E&O - coverage for liabilities, punitive damages, and claim expenses arising from acts, errors and omissions, in rendering or failing to render all services and in the provision of all products in the performance of the agreement, including the failure of products to perform the intended function or serve the intended purpose.
 - b) Cyber - coverage for loss, disclosure and theft of data in any form; media and content rights infringement and liability, including but not limited to software copyright infringement; ransomware; and network security failure/business interruption, including but not limited to denial-of-service attacks and transmission of malicious code.
 - i. Coverage must include data breach regulatory fines and penalties, the cost of notifying individuals of a security or data breach, the cost of credit monitoring services and any other causally related crisis management expense for up to one year, or as long as reasonably necessary or required by law.
 - ii. Coverage must be maintained for a period of two years after acceptance of the deliverables and/or services provided in connection with this agreement.
 - c) Owner must be named as additional insured as shown in requirement #11.
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. Crime Insurance: including coverage for Employee Theft of Client Property, with minimum limits of \$1,000,000. Owner must be added as a Loss Payee.
9. Deductibles or Self-Insured Retentions: **Vendor** is responsible to pay any and all deductibles and/or self-insured retentions that may apply to the required insurance.
10. 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
11. The Philadelphia Parking Authority, The City of Philadelphia, The National Park Service (only as respects to Olde City), 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. **Vendor'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.
12. It is agreed that **Vendor's** insurance will not be cancelled, materially changed or non-renewed without at least thirty (30) days written notice to The Philadelphia Parking Authority, 701 Market Street, Suite 5400, Philadelphia, PA 19106, by Certified Mail-Return Receipt Requested.
13. Waiver of Rights of Recovery and Waiver of Rights of Subrogation:
- a) **Vendor** 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 **Vendor** pursuant to this Contract.

THE PHILADELPHIA PARKING AUTHORITY
INSURANCE REQUIREMENTS – RFP NO. 21-06 RED LIGHT ENFORCEMENT SYSTEM

Page 3 of 4

- b) **Vendor** 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 **Vendor** Pursuant to this contract.
- c) If any of the policies of insurance required under this Contract require an endorsement to provide for the waiver of subrogation set forth in (b) above, then the named insureds of such policies will cause them to be endorsed.

14. 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 **Vendor**.

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

15. 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.
16. The carrying of insurance shall in no way be interpreted as relieving **Vendor** of any responsibility or liability under the contract.
17. Prior to the commencement of work or use of premises, **Vendor** 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 **Vendor** 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 **Vendor** 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.

18. Failure of **Vendor** to obtain and maintain the required insurance shall constitute a breach of contract and **Vendor** will be liable to the Philadelphia Parking Authority for any and all cost, liabilities, damages, and penalties (including attorney's fees, court, and settlement expenses) resulting from such breach, unless the Philadelphia Parking Authority provides **Vendor** with a written waiver of the specific insurance requirement.
19. None of the requirements contained herein as to the types, limits, or PPA's approval of insurance coverage to be maintained by **Vendor** are intended to and shall not in any manner, limit, qualify, or quantify the liabilities and obligations assumed by **Vendor** under the Contract Documents, any other agreement with the PPA, or otherwise provided by law.

THE PHILADELPHIA PARKING AUTHORITY
INSURANCE REQUIREMENTS – RFP NO. 21-06 RED LIGHT ENFORCEMENT SYSTEM

Page 4 of 4

20. **Vendor** shall require all subcontractors (of every tier) to meet the same insurance criteria as required of **Vendor**. The subcontractor's insurance must name the PPA as additional insured. **Vendor** shall maintain each subcontract's certificate of insurance on file and provide such information to the PPA for review upon request.

21. Failure of **Vendor** to provide insurance as herein required or failure of PPA to require evidence of insurance or to notify **Vendor** of any breach by **Vendor** 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 **Vendor** 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 **Vendor** and independent of the duty to furnish a copy or certificate of such insurance policies.

Appendix D

Data Sharing Agreement

EFFECTIVE DATE: _____
(PennDOT will insert)

AGREEMENT NO.:
FEDERAL I.D. NO.:
SAP VENDOR NO.:

DATA SHARING AGREEMENT Vehicle Records

This data sharing agreement ("Agreement") is made by and between the Commonwealth of Pennsylvania, Department of Transportation ("PennDOT"),

and

Click or tap here to enter text., a Click or tap here to enter text. located at Click or tap here to enter text. ("Contractor").

The Parties agree, with the intention of being legally bound, as follows:

1. **Definitions.** The following terms shall have the meanings set forth below.

Applicable Laws means the federal and state laws and regulations, local ordinances, and Commonwealth policies applicable to release and use of vehicle record information, including 75 Pa. C.S. 6114 (Limitation on sale, publication and disclosure of records); 67 Pa. Code, Chapter 95 (Sale, Publication, or Disclosure of Driver, Vehicle, and Accident Records and Information); 18 U.S.C. §§ 2721-2725 (Federal Driver's Privacy Protection Act); 15 U.S.C. §§ 1681-1681x (Federal Fair Credit Reporting Act); and 73 P.S. § 2301 et seq (the Breach of Personal Information Notification Act).

Business Partner means an individual or company involved with the Contractor's business dealings, including owning or managing the Contractor's

business, or having a cooperative alliance, whether by contract or not. A business partner can be a subcontractor, supplier, intermediary (including an agent, reseller, or third-party administrator), or a vendor of complimentary offerings. The Contractor's customers are End Users (defined below), not Business Partners.

Business Partner Agreement means a written agreement with a Business Partner specifying the purpose for which vehicle record information ("VRI") is provided, and prohibiting the Business Partner from selling, assigning, viewing, or otherwise transferring VRI to a third party for another purpose.

End Users means people using the Contractor's products and services, the Contractor's customers, potential customers, and other users of and visitors to the Contractor's physical and electronic properties (including users of applications that use VRI-related data, like users of an Internet connected device, visitors to a website, users of a mobile app, users of an IoT device, and visitors on an advertisement, landing page, or campaign). Some End Users may receive VRI (including government agencies, motor vehicle manufacturers, and towing companies). End Users shall not be considered Business Partners, and Business Partners shall not be considered End Users.

Permitted Uses means use of VRI for obligations to PennDOT per this Agreement, as required by law, or as otherwise authorized by PennDOT, for programs determined by PennDOT to be in the public interest, per an affidavit certifying the purpose and use of the VRI and PennDOT's written approval.

Personal Information means an individual's name, address, license plate number, or a combination of that information, or any of those items with other VRI, as per 18 U.S.C. § 2725(3), the Breach of Personal Information Notification Act, 73 P.S. § 2301, et seq., Commonwealth IT Policy ITP-SEC019 (Policy and Procedures for

Protecting Commonwealth Electronic Data), and the applicable OPD documents publicly available at: <https://www.oa.pa.gov/Policies/Pages/itp.aspx>.

Vehicle Record Information (“VRI”) means data containing owner, vehicle, lien, registration, Personal Information, or related information contained in a Commonwealth information technology system.

2. Access to Records.

- a. **Record Requests.** PennDOT shall provide the Contractor VRI for Permitted Uses for each vehicle titled and registered in Pennsylvania. The Contractor may make batch requests (multiple requests processed overnight). PennDOT shall respond to requests in a timely manner during business hours, Monday to Saturday from 0600 to 2100 hours.
- b. **Notice to Proceed.** The Contractor’s access to VRI shall begin upon receipt of a written Notice to Proceed.
- c. **No Representations or Warranties.** PennDOT has made its best efforts to ensure the accuracy and completeness of the shared data. PennDOT makes no warranties with respect to the accuracy of the shared data and assumes no responsibility for its use or reliability.
- d. **DISCLAIMERS.** VRI IS PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS. NEITHER PENNDOT NOR ITS EMPLOYEES OR AGENTS MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. PENNDOT MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE THAT PENNDOT

TECHNOLOGY WILL MEET THE CONTRACTOR'S REQUIREMENTS OR EXPECTATIONS, THAT VRI WILL BE ACCURATE, COMPLETE, OR PRESERVED WITHOUT LOSS, OR THAT PENNDOT TECHNOLOGY WILL BE TIMELY, UNINTERRUPTED, OR ERROR-FREE. PENNDOT DOES NOT GUARANTEE THAT SECURITY MEASURES WILL BE ERROR-FREE AND SHALL NOT BE RESPONSIBLE OR LIABLE FOR UNAUTHORIZED ACCESS BEYOND ITS REASONABLE CONTROL. PENNDOT SHALL NOT BE RESPONSIBLE OR LIABLE FOR CONTRACTOR PROPERTIES, THIRD-PARTY PRODUCTS, THIRD-PARTY CONTENT, OR NON-PENNDOT SERVICES (INCLUDING FOR DELAYS, INTERRUPTIONS, TRANSMISSION ERRORS, SECURITY FAILURES, AND OTHER PROBLEMS CAUSED BY THESE ITEMS), DATA RECEIVED FROM CONTRACTOR IN BREACH OF THIS AGREEMENT, THE COLLECTION, USE AND DISCLOSURE OF DATA AUTHORIZED BY THIS AGREEMENT, OR FOR DECISIONS OR ACTIONS TAKEN (OR NOT TAKEN) BY THE CONTRACTOR BASED UPON PENNDOT DATA, TECHNOLOGY, OR PENNDOT'S RELATED SERVICES (INCLUDING CHANGES TO THE CONTRACTOR'S PROPERTIES). THE DISCLAIMERS IN THIS SECTION SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT. THE CONTRACTOR MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, STATUTORILY REQUIRED WARRANTIES UNDER APPLICABLE LAW, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD AND MAXIMUM EXTENT PERMITTED BY LAW.

3. Intended Use.

- a. **Contractor Affidavit of Intended Use.** The Contractor shall file with PennDOT an Affidavit of Intended Use on the form prescribed by PennDOT. The Contractor shall file an updated Affidavit of Intended Use by January 31st of

each calendar year. PennDOT shall have 14 calendar days to review the Affidavit of Intended Use. If not approved within 14 calendar days, the intended use is deemed denied.

- b. **Agreements with Business Partners and End Users.** The Contractor shall execute an Agreement with each Business Partner before providing VRI. If an End User will have access to VRI, the Contractor shall execute an Agreement with the End User before providing VRI (if the End User has no access to VRI, see subsection d for requirements). The Agreement shall ensure Business Partners and End Users meet the requirements of this Agreement. Agreements shall not restrict a Business Partner's or End User's ability to provide information necessary to meet legal obligations arising from an authorized transaction. Upon request, the Contractor shall provide copies of its Business Partner and End User Agreements to PennDOT.

- c. **Business Partner and End User Affidavits of Intended Use.** Business Partner and End User Agreements shall require each Business Partner and End User to complete an Affidavit of Intended Use on the form prescribed by PennDOT. The Contractor shall provide PennDOT with an Affidavit of Intended Use for each Business Partner and End User before providing access to VRI. The Contractor shall submit an updated Affidavit of Intended Use for each Business Partner and End User to PennDOT for approval by January 31st of each calendar year. PennDOT shall have 14 calendar days to review an Affidavit of Intended Use. If not approved within 14 calendar days, the intended use is deemed denied. The Contractor shall keep the Affidavits of Intended Use on file at a central location during access to VRI and for three years after expiration or termination of this agreement. The Contractor shall provide PennDOT a complete list of Business Partners and End Users by January 31st annually.

d. **End User Approval Where No Access to VRI.** The Contractor may make limited information available to End Users who will not have direct access to VRI. The Contractor shall disclose the type of information to be released, manner of release, estimated number of End Users, and data sharing policies at the same time it submits its Affidavit of Intended Use. PennDOT's approval of the Affidavit of Intended Use shall be approval to provide access to End Users to the extent disclosed in the End User submission. If limited information disclosure is approved by PennDOT, the Contractor may make the information available to End Users without following the requirements in this Agreement intended for Business Partners. The Contractor may request waivers from individual requirements of this Agreement for specific End Users or classes of End Users; waivers may be granted, in writing, at PennDOT's sole discretion. If the Contractor fails to disclose its intended End Users, PennDOT may refuse to issue a notice to proceed until the submission is made.

e. **End User Access.**

i. **Data Privacy.** The Contractor's data sharing policies shall determine the product sharing settings applicable to the Contractor's End Users for specific purposes. The Contractor shall implement End User responsibility controls. End Users shall first contact the Contractor with a request to stop access, storage, or use of personal information.

ii. **Data Security.** The Contractor's data security requirements for End Users with access to VRI shall meet or exceed the standards set for the Contractor's Business Partners in this Agreement. The Contractor's shall require End Users with no access to VRI to meet or exceed the standards stated in Section 10(d)(ii) of this Agreement. End Users with no access to VRI shall have no obligation to comply with other data security standards set for Business Partners in this

Agreement.

- f. **Compliance with Laws.** The Contractor shall comply, and shall require its Business Partners and End Users to comply, with the Applicable Laws, and the federal, state, and local laws, regulations, and policies applicable to its services. The Contractor shall procure at its expense necessary licenses and permits. If an existing law, regulation, or policy is changed, or if a new law, regulation, or policy is enacted affecting this Agreement, the parties shall modify this Agreement to the extent necessary to ensure compliance. Any ambiguity in this Agreement shall be resolved to permit PennDOT to comply with the Applicable Laws.
- g. **Order of Precedence for Compliance with Laws.** The Contractor's obligations pursuant to this Agreement may be stricter than those in an applicable law, rule, or regulation. If a law, rule, or regulation is more protective than those obligations set out in this Agreement, Contractor shall comply with the law, rule or regulation (in addition to complying with its obligations under this Agreement). If Contractor's obligations under this Agreement are more protective than those obligations set out in an applicable law, rule, or regulation, than Contractor shall comply with its obligations under this Agreement (in addition to complying with the applicable law, rule or regulation).
- h. **Incorporation of Changes, Amendments, and Interpretations.** If any of the Applicable Laws are superseded by new or modified Applicable Laws (including decisions or interpretations by a relevant court or governmental authority), the new or modified Applicable Laws shall be deemed to be incorporated into this Agreement, and the Contractor shall promptly begin complying with the Applicable Laws.
- i. **Business Partner and End User Information.** The Contractor shall maintain a record of the Business Partner and End User (including the name, address, and

telephone number) for each request for VRI containing Personal Information. The Contractor shall provide the record to PennDOT upon request.

4. PennDOT Business Partner Approval.

- a. **Business Partner Approval is Needed for Access to VRI.** The Contractor's Business Partners may be subcontractors, and Business Partners shall comply with the requirements for approval of intended uses in Section 3 of this Agreement whether they are classified as subcontractors, independent contractors, consultants, agents, or otherwise. Business Partners shall be approved in writing by PennDOT before receiving VRI; approval shall not be unreasonably withheld. In its Business Partner Agreements, the Contractor shall require its Business Partners to notify the Contractor of a change of the Business Partner's ownership within five calendar days of the change (where, in the case of a publicly traded or held Business Partner, a change in ownership means a transfer, exchange, sale or acquisition of ten percent or more of the voting securities or stock of the approved Business Partner). The Contractor shall then notify PennDOT within ten calendar days of becoming aware of an approved Business Partner's ownership change. PennDOT may require a new or updated Affidavit of Intended Use for the Business Partner, at PennDOT's sole discretion, and may rescind a Business Partner's approval if not timely provided. The Contractor shall be the single point of contact for PennDOT. The Contractor shall not provide VRI to a Business Partner who has been denied or disapproved, or whose approval has been rescinded by PennDOT.
- b. **Guidance to Business Partners.** The Contractor shall have a documented security program and policies providing guidance to its Business Partners to ensure the security, confidentiality, integrity, and availability of VRI and systems maintained or processed by the Business Partners and providing express

instructions regarding the steps to take in the event of a compromise or other anomalous event.

- c. **Business Partner Approval Requirements.** Before seeking PennDOT's approval, and in addition to the Business Partner's Affidavit of Intended Use, the Contractor shall provide PennDOT with details of the proposed Business Partner's involvement (including the identity of the Business Partner, its data security record, the location of its processing facilities, a description of the access to VRI proposed, and other information PennDOT may reasonably request to assess the risks involved in allowing a subcontractor to process VRI).
- d. **Business Partner Data Security.** The Contractor's Business Partner Agreement with an approved Business Partner shall contain equivalent terms to this Agreement (including data destruction). The Contractor shall not be entitled to permit a Business Partner to further subcontract or otherwise delegate the Contractor's services. The Business Partner Agreement shall provide PennDOT with third-party beneficiary rights to enforce the terms; or shall require the Business Partner to enter into a data security agreement with PennDOT directly if privity of contract is required by law (or at PennDOT's sole discretion).
- e. **Contractor to Remain Responsible.** The Contractor shall be responsible and accountable for the acts or omissions of its Business Partners to the same extent it is responsible and accountable for its own actions or omissions under this Agreement (including data destruction).
- f. **Termination of Business Partners and Employees.**
 - i. **Reasons for Termination.** If the Contractor terminates a Business Partner or employee, the Contractor shall immediately terminate access to VRI. The Contractor shall document the termination (including the basis for

termination and confirmation of termination). Upon request, the Contractor shall provide proof of termination in a manner satisfactory to PennDOT. If a Business Partner is terminated, the Business Partner shall no longer be an approved Business Partner. Previously terminated Business Partners shall be approved by PennDOT before receiving VRI.

- ii. **Data Destruction.** The Contractor shall ensure terminated Business Partners and employees immediately destroy data in their possession or control, whether electronic or otherwise, per the data destruction standards stated in this Agreement.

5. **Data and Information Ownership and Property Rights**

- a. **PennDOT Owns the Data.** As between the parties, VRI is the sole and exclusive property of PennDOT. If the Contractor generates data based on the VRI, the data is also PennDOT's sole and exclusive property. Proprietary rights (including patent rights, trademarks, and proprietary rights, in and to VRI) shall be and remain in PennDOT, subject to the rights granted in this Agreement. Personal Information may only be re-disclosed by Contractor according to PennDOT's written approvals.
- b. **The Contractor's Rights.** To the extent consistent with the Applicable Laws, PennDOT grants the Contractor a non-exclusive, non-transferable, revocable, limited license during the term or a renewal term of this Agreement to access and use VRI for the Permitted Uses and for no other purpose.
- c. **Data Sharing is Limited.** Transfer and use of VRI shall not obligate or entitle either party to enter into arrangements or agreements other than those stated in this Agreement. No right, title, or interest in or copyrights, trademarks, or other

proprietary information is being transferred from PennDOT to the Contractor. No other right, license, or authorization, express or implied, to use or disclose VRI is granted. The parties shall enter into separate terms governing the release of VRI for other purposes.

- d. **Acknowledgement and Preservation of Rights.** The Contractor shall not remove, alter, cover, or obfuscate acknowledgements, copyright notices, trademarks, or other proprietary right notices placed by PennDOT on the data. The Contractor shall comply with directions given by PennDOT regarding the form and placement of proprietary rights notices on products generated by the Contractor using VRI.
- e. **Infringement.** Unauthorized use or distribution of the shared data may subject the Contractor to claims and penalties for intellectual property infringement.
- f. **Internal Re-Use.** Shared data shall not be distributed, repurposed, or shared across the Contractor's other applications, environments, or business units. VRI shall not be transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by PennDOT.
- g. **No Transformational Use.** VRI shall not be used to create or update a file to be used by the Contractor or its Business Partners to develop their own source of VRI.
- h. **Secondary Products are not Contemplated.** VRI has been provided for sole use by the Contractor to perform the work defined in this Agreement and shall not be used to create derivative works or other forms of data. VRI and tangible expressions of the data shared, in any media, shall remain PennDOT's property.

- i. **Contractor Requests to Use or Create Secondary Products.** PennDOT may agree to Contractor ownership of intellectual property derived from or combined with VRI and other shared data as follows:
 - i. **Contractor's Existing Intellectual Property.** The Contractor shall notify PennDOT, as soon as possible but no later than the issuance date of the notice to proceed, of data, discoveries, developments, inventions (whether patentable or not), improvements, methods of use or delivery, processes, know-how, or trade secrets in use by the Contractor, and which the Contractor intends to use or combine with VRI provided per this Agreement (the "Existing Intellectual Property").
 - ii. **Contractor's New Intellectual Property.** The Contractor shall notify PennDOT, promptly and in writing, of data, discoveries, developments, inventions (whether patentable or not), improvements, methods of use or delivery, processes, know-how, or trade secrets made by the Contractor as a result of the use of data provided per this Agreement (the "New Intellectual Property").
 - iii. **Review and Approval.** PennDOT shall undertake a comprehensive appraisal of the Existing Intellectual Property and the New Intellectual Property to determine its components and evaluate its conformance to this Agreement (including the data confidentiality and security provisions). PennDOT shall have the right to review all aspects of the Contractors Existing Intellectual Property and the New Intellectual Property necessary to assess overall condition, compliance or non-compliance with the Applicable Laws and Commonwealth information technology policies, and other matters PennDOT deems relevant. The Contractor shall not use

Existing Intellectual Property or New Intellectual Property to perform under this Agreement without PennDOT's written consent.

- iv. **Inventorship.** Inventorship of Inventions (including processes) shall be determined by application of United States laws pertaining to inventorship. "Invention" means a useful discovery or invention, (whether patentable or not), and the intellectual property rights (including related patents and patent applications), solely or jointly invented or otherwise made by the Contractor with use of or reference to VRI. For avoidance of doubt, for purposes of this Agreement the term "Invention" does not include discoveries or inventions made solely by PennDOT.
- v. **Sole Contractor Inventions.** All rights, title and interests in and to intellectual property invented or otherwise made solely by the Contractor ("Sole Contractor Inventions") shall be assigned to the Contractor.
- vi. **Ownership of PennDOT Intellectual Property and Derivative Works.** The Contractor shall acquire no ownership rights in VRI or derivative works based on VRI, or intellectual property deemed to be owned by PennDOT because of this Agreement. The Contractor shall, when requested by PennDOT (whether during or after the term of this Agreement), disclaim in writing property interests and ownership in VRI.
- vii. **Notice.** The Contractor shall include the following language in secondary products developed from VRI: This [product] was developed using data provided by the Commonwealth of Pennsylvania. This is a secondary product and has not been verified or authorized by the Commonwealth of Pennsylvania.

viii. **PennDOT License to Use Secondary Products.** The Contractor grants to PennDOT a perpetual, non-exclusive, fully-paid up, royalty-free, irrevocable, worldwide, unrestricted license to New Intellectual Property and Sole Contractor Inventions for PennDOT uses, with the right to sublicense through multiple tiers. If additional assistance from the Contractor is requested beyond the rights supplied by the non-exclusive license, the Contractor shall provide reasonable assistance to PennDOT, upon commercially reasonable terms at least as favorable to PennDOT as the terms agreed with another licensee for the assistance, to allow PennDOT to use the New Intellectual Property and Sole Contractor Inventions. If required to comply with this Section, and at no cost to PennDOT, the Contractor shall obtain written agreements with Business Partners assigning, without additional consideration, appropriate rights and interests in New Intellectual Property and Sole Contractor Inventions to the Contractor for subsequent licensing to PennDOT.

6. Constraints on Use.

- a. **Consents.** The Contractor shall ensure neither the Contractor nor its Business Partners avoid a provision of this Agreement requiring PennDOT approval or consent by obtaining waivers or consents from individuals whose Personal Information resides in VRI or other shared data (whether for marketing purposes or otherwise). When required by this Agreement, PennDOT's approval or consent shall be considered cumulative.
- b. **Required Disclosure.** If the Contractor is required to disclose VRI by law, the Contractor shall promptly notify PennDOT to provide PennDOT an opportunity to seek a protective order or other relief. If PennDOT does not elect to seek, or is unable to obtain, a protective order or other relief, the Contractor may disclose the required VRI, after first giving PennDOT written notice of the specific VRI to

be disclosed as far in advance of its disclosure as practicable. The Contractor shall use reasonable efforts to obtain assurances the entity receiving VRI uses at least the same degree of care in safeguarding the disclosed VRI as the Contractor is obligated to use pursuant to this Agreement (including appropriate confidentiality agreements and court orders).

- c. **No Direct Mailing or Advertising.** Except as approved by PennDOT, the Contractor shall not use or permit others to use VRI for direct mail advertising, marketing, survey research, or other types of mailings (including electronic transmittals).
- d. **Online Publication.** The Contractor shall provide PennDOT with website addresses, web services, and other places VRI is placed online by the Contractor and its Business Partners. The website address, web service, or online location shall be given when first used, and a comprehensive list of online publications providing VRI shall be given to PennDOT by January 31st each year. The Contractor shall ensure its Business Partners comply with the Applicable Laws and Commonwealth information technology policies for online publications.
- e. **Sharing Requests to be Referred to PennDOT.** If the Contractor receives a request to make available information owned or the primary responsibility of PennDOT, the Contractor shall refer the request to PennDOT.

7. Data Storage.

- a. **Data Storage Standard of Care.** VRI shall be uniquely stored so it can be destroyed within 24 hours. The Contractor shall destroy VRI when it is no longer needed by Contractor for meeting its performance obligations under this Agreement within 24 hours if no alternative period is requested or approved by

PennDOT. The Contractor's Business Partners are not permitted to retain VRI unless required by Federal law or regulation, or when permitted by PennDOT, in writing.

- b. **Data Encryption.** The Contractor shall ensure neither it nor its Business Partners transfer VRI through an electronic, nonvoice transmission to a person outside of the Contractor's secure system unless the Contractor uses encryption to ensure the security of electronic transmission; or move a data storage device containing VRI beyond the logical or physical controls of the Contractor or its data storage contractor unless the Contractor uses encryption to ensure the security of the information. Data shall be encrypted in transit and at rest per Commonwealth information technology policies.
 - c. **Data Residency.** VRI processed and stored in an information technology system shall remain within the United States of America's borders (physically or logically stored). The Contractor shall ensure VRI is not moved outside of the United States of America.
8. **Contractor Warranty.** The Contractor: warrants its operations shall be in substantial conformity with the information in the Contractor's Affidavit of Intended Use; agrees to inform PennDOT promptly of a material variation in operations from that reflected in the Affidavit of Intended Use; and agrees a material deficiency in operations from those described in the Affidavit of Intended Use shall be deemed a material breach of this Agreement. The Contractor certifies and warrants it is and shall remain compliant with applicable state and federal laws, regulations, and policies regarding the VRI's protection (including the Applicable Laws and Commonwealth information technology policies).
9. **Data Confidentiality Standard of Care.**

- a. **Permissions.** The Contractor may: keep and update the VRI for the Permitted Uses only for as long as required and approved by PennDOT and disclose VRI for Permitted Uses on a need-to-know basis to employees, Business Partners bound by Business Partner Agreements, and End Users.
- b. **Requirements.** The Contractor shall: ensure Business Partners receiving VRI do not use VRI for a purpose other than the Permitted Uses; ensure no one obtains, transfers, uses, or stores VRI in facilities not owned or operated by the Contractor or its approved Business Partners; and keep records of data disclosures (including the names of the parties to which Contractor may have disclosed shared data and the legitimate interests under this Agreement or the Applicable Laws, if any). If this Agreement does not specifically address a data security or privacy standard or obligation, the Contractor shall use appropriate, generally accepted privacy practices to protect the confidentiality, security, privacy, integrity, availability, and accuracy of VRI.
- c. **Prohibitions.** The Contractor shall not: use or otherwise disclose VRI in a manner conflicting with PennDOT's interests; use or disclose VRI for a purpose other than the Permitted Uses; publish VRI or allow it to be published without PennDOT's prior written approval; sell, distribute, reproduce, send, or otherwise disclose VRI to a party not a signatory to this Agreement without PennDOT's prior written approval; use VRI to provide information to another entity or person without PennDOT's prior written approval; transfer, copy, replicate, or otherwise distribute VRI to the public, or make it available on the Internet without PennDOT's prior written approval; attempt to identify the vehicle owners from whom VRI was generated or combine VRI with data from other sources leading to identification of an individual; or contact individuals whose data is contained in VRI (unless instructed by PennDOT); or retain, store, combine, save, or link VRI with other data by the Contractor or its Business Partners without

PennDOT's prior written approval.

- d. **Personal Identification Prohibited.** The Contractor shall collect, access, and use shared data in a manner that does not permit personal identification of information deemed confidential per the Applicable Laws by individuals other than Contractor's employees and subcontractors who have necessary and legitimate interests in Personal Information for meeting Contractor's performance obligations under this Agreement. The Contractor shall notify PennDOT within 24 hours if VRI is re-identified, intentionally or inadvertently, or aggregated, anonymized, or de-identified data is used in publicly-available documents.
- e. **End User Data Processing.** The Contractor shall only handle VRI per this Agreement and PennDOT's documented instructions for: (i) Processing initiated by End Users in their use of the Contractor's services for the Permitted Uses; (ii) Processing to comply with other documented, reasonable instructions provided by End Users (including via email) where those instructions are consistent with this Agreement. The Contractor shall not be required to comply with or observe an End User's instructions if those instructions would violate applicable data privacy laws.
- f. **Anonymizing Data.** For personal information that can reasonably be aggregated or anonymized, or both, the Contractor shall do so before sharing with Business Partners and End Users. The Contractor shall alter the personal information, so it cannot reasonably be used to identify a person or relate the information back to a person. The Contractor shall also contractually require the recipients to not attempt to re-identify the data. For personal information that cannot be completely aggregated or anonymized, the Contractor shall de-identify the information before sharing it with Business Partners and End Users. This means

the information can no longer reference or be linked directly to a person by name, driver license number, address, or unique vehicle identifier (or other information restricted by the Applicable Laws). Before sharing de-identified information with Business Partners and End Users, the Contractor shall contractually require they may not identify a person, relate de-identified personal information back to a person, and strictly limit the purposes for which they can use the de-identified information. The Contractor may share aggregated, anonymized, or de-identified information with Business Partners and End Users so they may provide a product or service, develop new products and services, perform data analysis, store or process information for us, or otherwise help the Contractor operate its business.

g. **Required Disclosures.** Nothing in this Agreement prevents the Contractor from disclosing VRI to the extent required by law, subpoenas, or court orders. The Contractor may share Personal Information under exigent circumstances, to protect its rights, property, or legal interests, including to enforce the Contractor's and its Business Partner's End User agreements, or as part of a merger, acquisition, divestiture, or other corporate reorganization. Other than to Business Partners and End Users approved per this Agreement, the Contractor shall not share VRI with unaffiliated third parties without aggregating, anonymizing, and de-identifying it first (to the extent possible), unless the Contractor obtains PennDOT's prior written consent. If the Contractor combines VRI with other information the Contractor collects, the combined information shall be treated as VRI for as long as it remains combined. The Contractor shall use commercially reasonable efforts to first notify PennDOT and obtain PennDOT's consent before making a required disclosure, unless prohibited by law from doing so, and shall notify PennDOT within 24 hours after a required disclosure is made, if prior disclosure cannot be made.

h. **Security Awareness Training.**

- i. **Training Standards.** The Contractor shall educate and hold its Business Partners, agents, employees, contractors, and subcontractors to standards at least as stringent as those contained in this Agreement.
- ii. **Training.** The Contractor shall conduct formal security awareness training, with a testing component, for Business Partners, agents, employees, contractors, and subcontractors as soon as practicable after execution of this Agreement and then annually. The Contractor shall retain documentation of security awareness training, confirming the training and subsequent annual recertification process have been completed, and make the documentation available for review by PennDOT upon request.
- iii. **Confidentiality and Disclosure.** The Contractor shall ensure work performed by it and its Business Partners shall be under the supervision of the Contractor's responsible employees. Each officer or employee of the Contractor to whom VRI may be made available or disclosed shall be notified in writing by the Contractor that information disclosed can be used only to the extent authorized by this Agreement. Further disclosure, by any means, for a purpose or to an extent unauthorized by this Agreement, may subject the offender to criminal sanctions per the Applicable Laws.
- i. **Confidentiality of Safeguards.** The Contractor shall not publish or disclose, without PennDOT's written consent, the details of safeguards designed or developed by the Contractor under this Agreement or otherwise supplied by PennDOT.

10. Data Security.

- a. **Information to be Secure.** The Contractor shall ensure its Business Partners,

agents, employees, contractors, subcontractors, and others receiving or using VRI obtained or derived from the Contractor have ensured the security and protection of VRI and have taken necessary steps to prevent the release or use of VRI in a manner not expressly permitted by this Agreement. Business Partner Agreements shall require Business Partners keep VRI in a controlled access area (physical and electronic, as applicable). Storage arrangements shall be subject to inspection or audit by PennDOT.

- b. **Data Security Standard of Care.** The Contractor shall: implement appropriate measures to protect against the unauthorized release of VRI; protect VRI according to industry standard security best practices (including Commonwealth information technology policies); have appropriate technical and organizational security measures with regard to the risks inherent in the processing and to the nature of VRI; prevent unauthorized reading, copying, alteration, or removal of storage media; prevent unauthorized input; prevent unauthorized disclosure, alteration, or erasure of stored VRI; prevent unauthorized using of data-processing systems by means of data transmission facilities; ensure authorized users of a data-processing system can access only the VRI to which their access right refers; record which VRI has been communicated, when, and to whom; design its organizational structure to meet data protection requirements; ensure no one is able to download, save, edit, photograph, print, or transfer all or a portion of VRI for an unauthorized purpose, or remove, bypass, circumvent, neutralize, or modify technological protection measures, or share a username, password, or other account details with a third party or otherwise provide a third party with VRI.
- c. **Minimum Security Safeguards.** The Contractor shall not transmit unencrypted VRI over the Internet or a wireless network and shall not store VRI on a mobile computing device (like a laptop computer, USB drive, or portable data device),

except where a business necessity exists, and then only if the mobile computing device is protected by industry-standard encryption software approved by PennDOT. At a minimum, the Contractor's safeguards for protection of VRI shall include: limiting access to employees and other persons to the Permitted Uses; securing business facilities, data centers, paper files, servers, back-up systems, and computing equipment (including mobile devices and other equipment with information storage capability); implementing network, device application, database, and platform security; securing information transmission, storage, and disposal; implementing authentication and access controls within media, applications, operating systems, and equipment; encrypting VRI stored on mobile media; encrypting VRI transmitted over public or wireless networks; strictly segregating VRI from information of the Contractor or its Business Partners so VRI is not commingled with other types of information; implementing appropriate personnel security and integrity procedures and practices (including conducting background checks consistent with applicable law); and providing appropriate privacy and information security training to the Contractor's employees.

d. Compliance with Information Technology Management Standards.

- i. **Commonwealth Information Technology Policies ("ITPs").** The Contractor shall comply with the information technology standards and policies issued by the Governor's Office of Administration, Office for Information Technology (located at <http://www.oa.pa.gov/Policies/Pages/itp.aspx>), including the accessibility standards set out in ITP ACC001, Accessibility Policy. If so required, the Contractor shall ensure its services comply with the applicable standards. The Contractor may request a waiver from an ITP by providing detailed written justification as to why the ITP cannot be met. PennDOT may

waive the ITP in whole, in part, or conditionally, or require the Contractor provide an acceptable alternative. PennDOT waivers shall be in writing.

- ii. **Information Technology Industry Standards.** Unless PennDOT has specified an alternative standard in this Agreement, the Contractor shall implement administrative, physical, and technical safeguards to protect VRI no less rigorous than accepted industry best practices (including the International Organization for Standardization's standards: ISO/IEC 27001:2005 - Information Security Management Systems - Requirements and ISO-IEC 27002:2005 - Code of Practice for International Security Management, and other applicable industry standards for information security), and shall ensure the safeguards (including the manner in which VRI is collected, accessed, used, stored, processed, disposed of, and disclosed), comply with applicable data protection and privacy laws, and this Agreement.
- e. **Data Destruction.** If VRI is required to be permanently deleted from magnetic, electronic, or optical media (or other type of storage method) owned, operated, or used by the Contractor, the media shall be purged (sanitized to protect the confidentiality of information against a laboratory attack) or destroyed (by a method, including disintegration, incineration, pulverizing, shredding, or melting, after which the media cannot be reused as originally intended), or both, in accordance with the NIST SP800-88 Guidelines for Media Sanitization. The Contractor shall maintain documented evidence of data destruction and shall provide written and signed proof of destruction within 24 hours of destruction (including certification the destruction was per the NIST standards).
- f. **Physical Security.** Backup and archival media containing VRI shall be contained in secure, environmentally-controlled storage areas owned, operated, or contracted for by the Contractor, and backup and archival media containing VRI

shall be encrypted.

- g. **Information Security Audits.** Before receiving a notice to proceed, the Contractor shall deliver to PennDOT copies of certifications it maintains (along with relevant supporting documentation) applying to the systems, policies, and procedures that govern VRI handling. The Contractor shall promptly notify PennDOT if the Contractor has failed or no longer intends to adhere to those certifications or successor frameworks. Examples of potentially relevant certifications include: SSAE 16 – SOC1, SOC2, SOC3; ISO 27001:2013; ISO 27018:2014, EU Binding Corporate Rules; APEC Cross Border Privacy Rules System; EU-US and Swiss-US Privacy Shields; and Federal Information Security Management Act (FISMA) Compliance Certification. The Contractor shall have an independent service auditor annually perform an examination in accordance with attestation standards established by the American Institute of Certified Public Accountants (“AICPA”) (Attestation Engagements AT Section 101) in the form of a SOC 2 Type 2 report. This report, unless otherwise determined by PennDOT in writing, shall provide:
- i. **Description of System.** A description of the Contractor’s system and an opinion on the fairness of the presentation of the description of the system;
 - ii. **Controls.** The suitability of the design of the controls and the operating effectiveness of the controls to meet the criteria for the principles set forth in TSP Section 100, Trust Services Principles, Criteria, and Illustrations for Security, Confidentiality, Privacy, Processing Integrity, and Availability (AICPA, Technical Practice Aids) (applicable trust services principles); and,
 - iii. **Results.** A description of the tests of controls and test results.

- h. **Relevant Principles.** The examination shall cover the following relevant principles: Security, Confidentiality, Privacy, Processing Integrity, and Availability throughout the related 12-month period. If a control within a principle is not applicable, as determined by the auditor, the report shall include the auditor's determination and the basis for the determination.
- i. **Scope of Audit.** SOC 2 Type 2 reports shall include the Contractor and Business Partners who handle VRI, host or assist with a related implemented system, and assist the Contractor in the critical functions of the Agreement.
- j. **Audit Period.** The Contractor shall complete one SOC 2 Type 2 audit per calendar year. The Contractor and Business Partners shall provide a complete copy of the final SOC 2 Type 2 reports to PennDOT within 30 calendar days of the date the report is received from the auditor. This reporting requirement shall continue until the expiration date or until the termination of this Agreement. The Contractor shall provide to PennDOT, within 60 calendar days of the issuance of each report, a documented corrective action plan addressing each exception contained in a report. The corrective action plan shall identify in detail the remedial action to be taken by the Contractor or Business Partners (or both) along with the dates when each remedial action is to be implemented.
- k. **Exception for Cloud Service Providers.** The Contractor's Business Partner may satisfy the audit requirement by providing an appropriate SOC 3 report if the Business Partner is a cloud-based (network-accessed) data center and is not providing other services per this Agreement. Business Partners engaged in other services shall complete the SOC 2 Type 2 report. PennDOT may accept a SOC 3 report posted on a cloud service provider's website with a seal indicating compliance. SOC 3 reports may be accepted for the hosted infrastructure only.

SOC 2 Type 2 reports are required for applications, data, and processes residing on the hosted infrastructure.

1. **Penetration Testing.** During the term of this Agreement, the Contractor shall engage, at its own expense and at least one time per year, a third-party vendor reasonably acceptable to PennDOT to perform penetration tests and vulnerability assessments with respect to the Contractor's systems. The objective of the penetration tests and vulnerability assessments is to identify design or functionality issues in infrastructure of the Contractor's systems that could expose VRI and its computer and network equipment and systems to risks from malicious activities. Penetration tests and vulnerability assessments shall probe for weaknesses in network perimeters or other infrastructure elements as well as weaknesses in process or technical countermeasures relating to the Contractor's systems that could be exploited by a malicious party. Penetration tests shall identify, at a minimum: OWASP Best Practices; insecure storage; denial of service; insecure configuration management; proper use of updated encryption technology (TLS 1.2 or latest); and commodity anti-virus protection, malware, ransomware, and advanced persistent threats. Within a reasonable period after the annual penetration test has been performed, PennDOT may request from the Contractor a report of the highest two security risk categories (i.e., critical, severe, high, medium) revealed during the penetration test. PennDOT may request certification in writing that the highest revealed categorical issues have been remediated. If security issues were revealed during a penetration test, the Contractor shall subsequently perform, at its own expense, an additional penetration test within a reasonable period to ensure continued resolution of identified security issues.

- m. **Information Risk Management.** Risk assessment is the process of assessing potential business impact, evaluating threats and vulnerabilities, and selecting

appropriate controls to meet the business requirements for information security. The Contractor shall have a risk management framework certified in a SOC 2 Type 2 report and conduct a yearly risk assessment of its environment and systems to understand its risks and apply appropriate controls to manage and mitigate those risks. Threat and vulnerability assessment shall be periodically reviewed, and remediation actions taken where material weaknesses are found. The Contractor shall provide PennDOT with the reports and analysis upon written request, to the extent disclosure would not violate the Contractor's own information security policies, or applicable law.

- n. **Notice.** If new or unanticipated threats or hazards are discovered by PennDOT or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.
- o. **End User Software.** Software and applications available for online use or downloading from the Contractor shall be subject to this Agreement and to any End User license agreement accompanying the software, as applicable. Software and applications designed for End Users shall run in the standard user context without elevated system administration privileges.

11. **Compliance Review and Audit.**

- a. **Security Review.** PennDOT shall have the right to review the Contractor's and Business Partners information security before providing VRI, and from time to time during the term of this Agreement. During the term of this Agreement, the Contractor or Business Partner may be asked to complete a security survey or attestation document designed to assist PennDOT in understanding and documenting the Contractor's security procedures and compliance with the requirements contained in this Agreement. The Contractor's failure to complete

either of these documents within the reasonable timeframe specified by PennDOT shall constitute a material breach of this Agreement. The Contractor shall provide PennDOT with information concerning the Contractor's security practices as they pertain to the protection of VRI, as PennDOT may from time to time request. Failure of the Contractor to complete or to respond to PennDOT's request for information within the reasonable timeframe specified by PennDOT shall constitute a material breach of this Agreement.

- b. **Right to Audit.** PennDOT or an appointed audit firm (the "Auditors") has the right to audit the Contractor. The Contractor's Business Partner Agreements shall provide PennDOT with a right to audit Business Partners to the same extent as the audit requirements in this Section. The degree, conduct, and frequency of the audits shall be at PennDOT's sole discretion, except PennDOT shall not conduct more than one audit per fiscal year (July-June). The Contractor shall afford PennDOT access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases. The Contractor shall cooperate with PennDOT's auditors and shall ensure cooperation by its Business Partners (including insurance company agents). If a Business Partner refuses to cooperate with the Auditors, the Contractor shall stop providing them VRI.
- c. **Conduct of Audit.** PennDOT shall announce its intent to audit the Contractor by providing at a minimum ten calendar days' notice to the Contractor. A scope document along with a request for deliverables shall be provided at the time of notification of an audit. If the documentation requested cannot be removed from the Contractor's premises, the Contractor shall allow the Auditors access to the site. Where necessary, the Contractor shall provide a personal site guide for the Auditors while on site. The Contractor shall provide a private accommodation on site for data analysis and meetings; the accommodation shall allow for a reasonable workspace, with appropriate lighting, electrical, a printer, and Internet

connectivity. The Contractor shall make necessary employees or contractors available for interviews in person or on the phone during the time frame of the audit. In lieu of PennDOT or its appointed audit firm performing their own audit, if the Contractor has an external audit firm perform a certified SOC 2 Type 2 audit, PennDOT may review the controls tested and the results, and may request additional controls to be added to the certified SOC 2 Type 2 review for testing the controls having an impact on VRI.

12. Data Breach or Loss.

- a. **Data Breach Notification Requirements.** The Contractor shall comply with applicable data protection, data security, data privacy and data breach notification laws (including the Breach of Personal Information Notification Act, Act of December 22, 2005, P.L. 474, No. 94, as amended, 73 P.S. §§ 2301–2329). The Contractor shall also comply with applicable Commonwealth information technology policies.
- b. **Incidents.** For VRI in the possession, custody, and control of the Contractor or its Business Partners, employees, or agents, an “Incident” means a suspected, successful, or imminent threat of unauthorized access, use, disclosure, breach, modification, theft, loss, corruption, or destruction of information; interference with information technology operations; or interference with system operations.
- c. **Notice to PennDOT.** The Contractor shall report an Incident to PennDOT within two hours of when the Contractor knows of or reasonably suspects an Incident, and the Contractor shall immediately take reasonable steps to mitigate the potential harm or further access, use, release, loss, destruction, or disclosure of VRI.

- d. **Notice to Affected Individuals; Credit Monitoring.** The Contractor shall provide timely notice to individuals that may require notice under an applicable law or regulation because of an Incident. The notice shall be pre-approved by PennDOT. At PennDOT's request, the Contractor shall, at its sole expense, provide credit monitoring services to individuals that may be impacted by an Incident requiring notice.
- e. **Contractor Responsible for Damages.** The Contractor shall be solely responsible for costs, losses, fines, or damages incurred by the Commonwealth due to Incidents.
- f. **Immediate Response Required.** As to VRI fully or partially in the possession, custody, or control of the Contractor and PennDOT, the Contractor shall immediately perform the duties required in this Agreement in cooperation with PennDOT, until the time at which a determination of responsibility for the Incident, and for subsequent action regarding the Incident, is made final.
- g. **Post-Incident.** The Contractor shall cooperate with PennDOT in post-incident investigation, remediation, and communication efforts. The Contractor shall conduct a forensic and security review and audit in connection with an Incident and, if appropriate to the nature and scope of the Incident, retain an independent third-party auditor to perform an audit or assessment of the Contractor's information security procedures, systems, and network (including testing the system of controls, appropriate systems implementation, vulnerability analysis, and penetration testing). If a material security-related risk is identified by the Contractor or auditor, the Contractor shall take timely remedial action based on industry best practices and the results of the assessment, audit, or risk identification.

- h. **Default.** The Contractor shall not, and shall not permit another to, interfere with system operations; or access, use, disclose, breach, modify, steal, lose, corrupt, or destroy VRI, in a manner not authorized by PennDOT. PennDOT may consider each of these acts or failures to act an event of default. PennDOT may terminate this Agreement for cause upon a default.

13. Contractor Data Sharing Costs.

- a. **Contractor to Bear All Costs.** The Contractor shall bear the cost of providing VRI to Business Partners and End Users, at no cost to PennDOT (including costs of computer hardware, software, services, personnel, networks, licenses, transportation, insurance, bonds, or installation). The Contractor may charge fees to its Business Partners and End Users. PennDOT does not guarantee the Contractor can recover the costs it incurs under this Agreement.
- b. **Vehicle Record Fees.** The Contractor shall pay PennDOT's fee per record. PennDOT's fee schedule is attached as Exhibit A to this Agreement. PennDOT may increase the fee per record upon 30 calendar days' prior notice. The Contractor may decline the increase in writing before the effective date of the increase, in which case this Agreement shall terminate for convenience on the effective date.
- c. **Connection Fees.** The Contractor shall pay connection fees required by a designated connection provider. The Contractor shall comply with this Agreement's requirements for Business Partner approval to obtain PennDOT's consent to use a connection provider.
- d. **Information Security Audit Costs.** SOC 2 Type 2 reports, including by the Contractor and relevant Business Partners, shall be provided at no expense to

PennDOT.

- e. **Compliance Audit Costs.** The Contractor shall pay the costs of financial and performance audits. Payment for each audit shall be submitted within 45 calendar days of receipt of an invoice from PennDOT or PennDOT's designated auditor.
 - f. **Normal Delays and Downtime.** PennDOT shall not be responsible for loss of work or income resulting from system downtime due to hardware or software malfunction, extended power failure, communications line failures, and other normal and usual consequences of operation of a computer network.
 - g. **Payment.** The Contractor shall pay via electronic funds transfer, unless another method is agreed to by the parties, in writing. Payment is due on or before the first business day of each month. If PennDOT or its designated connection provider assigns the Contractor an account number, the Contractor shall include the account number on payments.
 - h. **Positive Account Balance Required.** Failure of the Contractor to maintain a positive balance in its account shall be an event of default.
14. **Performance Security.** At its sole cost, and for the entire term of this Agreement, the Contractor shall obtain and maintain a bond or escrow account for PennDOT's benefit in the amount of ten percent of the annual payments due to PennDOT from the Contractor under this Agreement (based on the payments due in the immediate preceding year under a prior agreement or \$300,000, whichever is greater). The bond shall be issued so it renews each year on the anniversary of its issuance. The Contractor shall, at least 15 calendar days before the bond renewal date, review the annual payments the Contractor received for the prior year and forward the total to PennDOT, with a request to adjust the bond amount.

If the request is approved, the Contractor shall adjust its bond coverage or escrow amount to reflect the approved annual payment amount. A copy of the bond shall be delivered to PennDOT after the Effective Date of this Agreement and before the date of the notice to proceed (PennDOT will not issue a notice to proceed until PennDOT approves the bond). Bond renewals and amendments shall be delivered to PennDOT within five calendar days of issuance.

15. Notification Requirements. Unless prohibited by law enforcement or court order, the Contractor shall notify PennDOT by telephone within 24 hours when the Contractor has reason to believe it or a Business Partner may have violated this Agreement. Written confirmation shall be submitted to PennDOT within five calendar days of initial notification. The Contractor shall notify PennDOT within 24 hours if the Contractor is under investigation and shall provide PennDOT with the name of the investigating entity and the reason for the investigation, if known. The Contractor shall provide follow-up documentation requested by PennDOT and cooperate in PennDOT investigations.

16. Confidentiality of Contractor Information and Communications. PennDOT shall not treat the contents of the Contractor's communications, information, data, or reports (including those related to the Contractor's data security and certifications) as confidential unless marked by the Contractor as confidential per the Pennsylvania Right to Know Law, which requires an agency to notify a third party when a request meets both of the following conditions: (a) The third party provided the records to the agency; and (b) The third party included a written statement signed by a representative of the third party stating that the record contains a trade secret or confidential proprietary information (See 65 P.S. § 67.707(b)).

17. Indemnification.

- a. **In General.** The Contractor (including its employees, officers, and agents) shall pay PennDOT (including its employees, officers, and agents) for a loss of PennDOT's caused by the Contractor's negligence or intentional misconduct. The Contractor need not pay to the extent the loss was caused by PennDOT's negligence or intentional misconduct. A loss means judgments, settlements, fines, damages, injunctive relief, staff compensation, decreases in property value, and expenses for defending against a claim (including fees for legal counsel, expert witnesses, and other advisers) PennDOT is legally responsible for or pays. A loss can be tangible or intangible; can arise from bodily injury, property damage, or other causes; can be based on tort, breach of contract, or other theory of recovery; and includes incidental, direct, and consequential damages. Mere allegations shall not establish an event has been caused by PennDOT's negligence or intentional misconduct; an event shall not be deemed caused by PennDOT's negligence or intentional misconduct unless the negligence or intentional misconduct shall have been finally proven in a court of law.
- b. **Injury to the Contractor's Employees.** The Contractor waives immunity from liability to PennDOT from damages, contribution, or indemnity per Section 303 of the Worker's Compensation Act, Act of June 2, 1915, P.L. 736, as amended, 77 P.S. §481.
- c. **Data Breach or Loss.** The Contractor shall indemnify, defend, and hold PennDOT harmless from and against claims, actions, suits, and proceedings resulting from the cost of notification of affected persons, third-party credit monitoring services (which shall be provided for at least one year to affected parties), establishing and maintaining a call center in the event of a data breach or loss, and costs of an investigation (including computer forensic work) to assess and mitigate the effects of a data breach or loss. Indemnification shall include:

- i. **Legal Breaches.** Breach of security and privacy laws, rules, or regulations globally, as presently constituted or amended.
 - ii. **Hacking and Theft.** Data theft, damage, unauthorized disclosure, destruction, or corruption, including unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential corporate information in whatever form, transmission of a computer virus or other type of malicious code, and participation in a denial of service attack on third-party computer systems.
 - iii. **Denial of Service.** Loss or denial of service.
 - iv. **Breach of Contract.** Breach of contract, privacy and security liability, privacy regulatory defense and payment of civil fines, payment of credit card provider penalties, and breach response costs (including notification costs, forensics, credit protection services, call center services, identity theft protection services, and crisis management/public relations services).
 - v. **Employees and Business Partners.** Indemnification without limitation if caused by a Business Partner, employee of the Contractor, independent contractor working on behalf of the Contractor in performing services under this Agreement, or End User.
 - vi. **Negligence.** Indemnification for wrongful acts, claims, and lawsuits anywhere in the world.
- d. **PennDOT's Duty to Notify.** PennDOT shall notify the Contractor promptly when PennDOT knows of a claim for a loss the Contractor might be obligated to pay. PennDOT's failure to give timely notice does not terminate the Contractor's

obligation, except to the extent the failure prejudices the Contractor's ability to defend the claim or mitigate losses.

- e. **Legal Defense of a Claim.** PennDOT has control over defending a claim for a loss (including settling it), unless the Contractor elects to control the defense as described below, or PennDOT directs the Contractor to control the defense. Upon receiving notice of a claim for a loss, the Contractor may take control of the defense by notifying PennDOT. If the Contractor takes control, the Contractor may retain legal counsel, and PennDOT may retain its own legal counsel. The Contractor shall not settle litigation without PennDOT's written consent if the settlement imposes a penalty, non-monetary obligation, imposes limits on a PennDOT program or project, admits PennDOT's fault, or does not fully release PennDOT from liability.
- f. **Legal Costs and Insurance.** Except as otherwise agreed to by the parties, and regardless of who has control over the defense, the Contractor shall pay PennDOT's costs of litigation or other disputes brought by third parties related to this Agreement (including reasonable attorney's fees incurred by PennDOT in asserting claims or defenses), except PennDOT shall bear its own costs of litigation or disputes (including attorney's fees) for liability solely caused by PennDOT's negligence or intentional acts, and for litigation or other disputes between the parties. If the Contractor purchases general liability or cyber liability insurance (or both) to satisfy this obligation, PennDOT shall be named an additional insured on the policy and the Contractor shall deliver a certificate of insurance to PennDOT before the effective date of the notice to proceed. Policies shall be occurrence-based and provide for 30 days' notice to PennDOT before cancellation (15 days for non-payment of premium).
- g. **No Limitations.** The indemnification obligations in this Section (including Business Partner indemnification), shall apply without regard to a limitation in

insurance coverage. PennDOT's rights under this Section do not affect other rights PennDOT might have.

18. Required Commonwealth Exhibits. The Contractor shall comply with the following Commonwealth provisions:

- a. **Contractor Integrity Provisions.** The current version of the Commonwealth Contractor Integrity Provisions, which are attached and made part of this Agreement as Exhibit B;
- b. **Contractor Responsibility Provisions.** The current version of the Commonwealth Contractor Responsibility Provisions, which are attached and made part of this Agreement as Exhibit C;
- c. **Nondiscrimination/Sexual Harassment Clause.** The current version of the Commonwealth Nondiscrimination/Sexual Harassment Clause, which is attached and made part of this Agreement as Exhibit D; and
- d. **Americans with Disabilities Act.** The current version of the Commonwealth Provisions Concerning the Americans with Disabilities Act, which is attached and made part of this Agreement as Exhibit E.

19. Right to Know Law. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, applies to this Agreement. Therefore, this Agreement is subject to, and the Contractor shall comply with the clause entitled Contractor Provisions – Right to Know Law, attached and made part of this Agreement as Exhibit F.

20. Offset Provision. The Commonwealth of Pennsylvania may set off the amount of state tax liability or other obligation of the Contractor or its subsidiaries to the

Commonwealth of Pennsylvania against payments due the Contractor under any contract with the Commonwealth of Pennsylvania.

21. **Representations against Contingent Compensation.** The Contractor warrants it has not employed or retained a company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and it has not paid or agreed to pay a company or person, other than a bona fide employee working solely for the Contractor, a fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award of this Agreement. For breach or violation of this warranty, PennDOT shall have the right to annul this Agreement without liability, or, in its discretion, otherwise to recover the full amount of the fee, commission, percentage, brokerage fee, gift, or contingent fee.
22. **Officials not to Benefit.** No member of the General Assembly of the Commonwealth of Pennsylvania, nor an individual employed by the Commonwealth, shall be admitted to a share or part of the Agreement, or to a benefit arising from it; but this provision shall not be construed to extend to this Agreement if made with a corporation for its benefit.
23. **Notices.** Notices and reports arising out of, or from, this Agreement shall be in writing and given to the parties at the addresses below, either by regular mail, facsimile, email, or delivery in person. A party may revise its contact information by providing written notice to the other party.

If to PennDOT:

Title: Driver and Vehicle Information Manager
Address: Pennsylvania Department of Transportation
1101 South Front Street, 3rd Floor
Harrisburg, PA 17104

Phone: 717-265-7588
Fax: 717-705-2401
E-mail: Click or tap here to enter text.

If the Contractor:

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

24. Term and Renewal. Unless terminated earlier, this Agreement shall continue for five years from the Effective Date. This Agreement may be renewed for up to five years by letter, signed exclusively by authorized officials of PennDOT (including PennDOT's Office of Chief Counsel and the Office of Comptroller Operations) and the Contractor. The Agreement may be renewed multiple times via letter; however, each letter may only renew the Agreement up to five years. The Contractor shall provide at least 60 calendar days' written notice before the expiration of Contractor's desire to renew. Contractor's failure to provide notice shall not preclude renewal. A renewal letter shall be fully executed before the expiration date. If the parties need to update the standard Commonwealth provisions set forth in Section 18 and 19, they may be updated through a renewal letter.

25. Termination and Expiration.

- a. **Termination for Convenience.** Either party may terminate for convenience upon notice to the other party. The Contractor shall not owe PennDOT fees other than those incurred to the effective date of the termination. A termination for convenience shall automatically convert to termination for cause if an ongoing

data breach is discovered after the termination, upon notice to the Contractor.

- b. **Termination for Changes in the Law.** This Agreement may be terminated immediately, upon written notice, should changes in governing state or federal laws or regulations render performance illegal, impracticable, or impossible. Should this Agreement be terminated for changes in the law, the Contractor shall remain liable for the payment of charges accrued up to and including the date of termination.
- c. **Termination for Cause.** The Contractor's failure to comply with this Agreement shall be grounds for immediate termination.
- d. **Termination for Cause - Gratuities.** PennDOT may, by written notice to the Contractor, terminate if the Secretary of Transportation or the Secretary's duly authorized representative finds, after notice and hearing, gratuities in the form of entertainment, gifts, or other incentives were offered or given by the Contractor (or an agent or representative of the Contractor) to an officer or employee of PennDOT with a view to the awarding or amending of this Agreement, or the making of determinations with respect to its performance. The existence of the facts upon which the Secretary or the Secretary's duly authorized representative makes shall be in issue and may be reviewed in a competent court. PennDOT shall be entitled to pursue the same remedies against the Contractor as it could pursue for a breach of contract and, in addition to other damages to which it may be entitled by law and this Agreement, shall be entitled to exemplary damages in an amount determined by the Secretary or the Secretary's duly authorized representative, which shall not be less than three nor more than ten times the costs incurred by the Contractor in providing gratuities to an officer or employee.
- e. **Post-Termination and Post-Expiration Obligations.** Upon termination or

expiration of this Agreement, PennDOT's intellectual property licenses granted in this Agreement shall be deemed revoked, and the Contractor shall transfer and deliver to PennDOT reports and other documentation in the Contractor's possession (including those in the possession of its Business Partners) pertaining to VRI, subject to Contractor's obligation to retain a record of its service. The Contractor shall no longer purchase or receive VRI. The Contractor's duty to return VRI includes written, electronic, and other forms of media in which VRI is embodied along with copies and extracts. Memoranda, notes, reports, designs, plans, schedules, lists, and other writings prepared by Contractor based on VRI shall either be immediately delivered to PennDOT or destroyed, as PennDOT requests. Contractor shall promptly certify compliance with the requirements of this Section to PennDOT in writing. Contractor shall comply with its obligations pursuant to this Section within 30 calendar days of termination or expiration of this Agreement, or within another time as the parties mutually agree.

- f. **End of Agreement Data Handling.** The Contractor shall maintain timely communication with PennDOT, and document its communication activities, to avoid unduly impairing business operations by hasty destruction or return of component data files. No VRI shall be retained when files are returned or destroyed unless authorized in writing by PennDOT.
- g. **Accrued Rights and Obligations.** Termination or expiration of this Agreement shall not release either party from liability already accrued to the other party or attributable to a period before termination or expiration, nor preclude either party from pursuing rights and remedies it may have with respect to a breach of this Agreement.
- h. **Survival Sections.** The confidentiality, nondisclosure, data ownership and property rights, and indemnification provisions of this Agreement shall survive

termination or expiration indefinitely.

26. Remedies for Default; Cure Period. The remedies in this Agreement shall not be construed to limit the parties' remedies if the other party fails to perform its obligations, or if representations or warranties in this Agreement are found to be materially inaccurate or untrue. At PennDOT's discretion, the Contractor may be offered the opportunity to cure a breach within 30 calendar days of a cure period notice.

27. Equitable Remedies. In the event of a breach of this Agreement, neither PennDOT nor an affected Pennsylvania citizen will have an adequate remedy in damages and therefore either PennDOT or an affected citizen shall be entitled to seek injunctive or equitable relief to immediately cease or prevent the use or disclosure of VRI not contemplated by the Agreement, to enforce the terms of this Agreement, or ensure compliance with Applicable Laws.

28. Amendments and Modifications.

- a. **Amendments to this Agreement.** Unless otherwise stated, no alterations or variations to this Agreement shall be valid unless made in writing and signed by the parties, except as stated in this Agreement; amendments shall be accomplished through a formal written document signed by the parties with the formality of the original Agreement.
- b. **Amendments by Letter.** Fee increases per Section 13, notice per Section 23, and renewals per Section 24 shall be made through a written document signed by the Contractor and PennDOT's authorized representative, without the necessity of the formality of an Agreement.

- c. **Amendment for System Security Updates.** PennDOT may determine, in its sole discretion, this Agreement requires amendment to immediately implement additional system security measures. System security update amendments may be made by letter or other notice issued by PennDOT. System security update amendments shall be effective immediately upon receipt and Contractor shall immediately take reasonable measures to implement those security updates. If Contractor cannot take reasonable measures to immediately implement the security updates it shall contact the appropriate PennDOT representative as soon as possible to discuss and resolve the concerns. If the Contractor fails to implement a system security update within 24 hours of receipt, or within an alternative period set by PennDOT, PennDOT may consider continued use of VRI without the update an unauthorized use and an event of default per Section 12 of this Agreement.

29. Construction.

- a. **Incorporation of Exhibits.** Exhibits shall be deemed to be incorporated by reference as a material part of this Agreement.
- b. **Words and Phrases.** Where a word or phrase is defined, its other grammatical forms and tenses have a corresponding meaning. The words “or” and “and” shall be construed either disjunctively or conjunctively to effectuate the intent of the parties.
- c. **Use of “Including.”** The words “including,” “includes,” or “include” are to be read as listing non-exclusive examples of the matters referred to, whether words like “without limitation” or “but not limited to” are used in each instance.
- d. **Titles Not Controlling.** Titles of Sections are for reference only and shall not be used to construe the language in this Agreement.

30. **Severability.** The provisions of this Agreement shall be severable. If a phrase, clause, sentence or provision of this Agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or of the laws of the Commonwealth and its applicability to a government, agency, person, or circumstance is held invalid, the validity of the remainder of this Agreement and its applicability to a government, agency, person, or circumstance shall not be affected.

31. **No Waiver.** Either party may elect not to enforce its rights and remedies under this Agreement in the event of a breach by the other party. Failure by either party to enforce its rights and remedies shall not be construed as a waiver of a subsequent breach of the same or another term or condition of this Agreement.

32. **Independence of the Parties.** Nothing contained in this Agreement is intended or shall be construed to create or establish the relationship of partners between the Contractor and PennDOT, or as constituting PennDOT as the Contractor's representative or general agent. The Contractor, its agents and employees shall act in an independent capacity and shall not act or be deemed to act as officers, employees, or agents of PennDOT. People furnished, used, retained, or hired by subcontractors shall be the employees or agents of the Contractor or subcontractor; they shall not act (or be deemed to act) as PennDOT officers, employees, or agents.

33. **Assignment.** This Agreement is not assignable in whole or in part, without PennDOT's prior written consent.

34. **No Third-Party Beneficiary Rights.** This Agreement does not create or intend to confer rights in or on persons or entities not a party to this Agreement. Although Contractor is seeking authorizations on behalf of its Business Partners, the Contractor and PennDOT are the sole parties and there are no intended beneficiaries. The Contractor shall be responsible for liabilities and obligations imposed on it by

this Agreement. This Agreement shall not be construed for the benefit of a non-party and shall not be construed to authorize a non-party to maintain a lawsuit under this Agreement.

35. **Force Majeure.** Neither party shall be liable for failure to perform if the failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Causes may include acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event and takes reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

36. **Integration and Merger.** This Agreement, and, as applicable, its attachments and exhibits, when executed, approved, and delivered, shall constitute the final, complete, and exclusive Agreement between the parties containing the terms and conditions agreed on by the parties. Representations, understandings, promises and agreements pertaining to the subject matter of this Agreement made before or at the time this Agreement is executed are superseded by this Agreement unless specifically accepted by this Agreement. No conditions precedent to the performance of this Agreement exist, except as expressly set forth in this Agreement.

37. **Choice of Laws.** This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to conflict of laws provisions) and the decisions of Pennsylvania courts. The Contractor consents to jurisdiction of a court of the Commonwealth of Pennsylvania and federal courts in Pennsylvania, waiving claims or defenses the forum is not convenient or proper. The Contractor acknowledges a Pennsylvania court shall have

in personam jurisdiction over it and consents to service of process in a manner authorized by Pennsylvania law.

38. **Effective Date.** This Agreement shall not be effective until the necessary Commonwealth officials required by law have executed it. Following full execution, PennDOT shall insert the effective date at the top of page 1.

[The remainder of this page is intentionally left blank.]

The parties have executed this Agreement the date of the last signature entered below.

ATTEST

CONTRACTOR

Title: Date

BY _____
Title: Date

If a Corporation, the President or Vice-President must sign and the Secretary, Treasurer, Assistant Secretary or Assistant Treasurer must attest; if a sole proprietorship, only the owner must sign; if a partnership, only one partner need sign; if a limited partnership, only the general partner must sign. If a Contractor, Authority or other entity, please attach a resolution.

DO NOT WRITE BELOW THIS LINE – FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY _____
Deputy Secretary Date
Transportation

APPROVED AS TO LEGALITY
AND FORM

BY _____
for Chief Counsel Date

BY _____
Deputy General Counsel Date

BY _____
Deputy Attorney General Date

FUNDS COMMITMENT DOCUMENT NO. ____
CERTIFIED FUNDS AVAILABLE
UNDER SAP NO. _____
SAP COST CENTER _____
GL ACCOUNT _____

BY _____
Office of Comptroller Operations Date

OCC Form No. 18-AT-1.5

Appendix E

Current Notices

List of Notices

1. First Notice
2. Second Notice
3. OAR - Notice of Determination - Liable with selected reason
4. OAR - Notice of Determination - Not Liable with selected reason
5. OAR - Notice of Determination - Liable - Failure to Appear
6. OAR - Notice of Determination - Continuance with new date
7. OAR review notice - allows citizen send in documentation for review to see if can be dismissed outside of hearing. Must have section to sign to scheduled
8. Scheduling Notice
9. Traffic Court Scheduling Notice
10. Administrative Dismissal - Administrative Decision, stolen plate, stolen vehicle, death certificate, sold vehicle.
11. NSF notice
12. Bankruptcy - Discharge and dismissals
13. Notice indicating Transfer of Liability completed
14. Notice requesting additional documentation for OAR review
15. Return Check - Check missing signature, or any other issue with the check
16. Unable to apply payment - missing notice or plate number
17. Overpayment - Letter stating will be issuing refund
18. Refund Request
19. Return Check - Combined payment
20. Payment issue - Citizen needs to contact office about payment submitted