

REQUEST FOR PROPOSALS FOR
Parking Violation Management System and Customer Support Services

RFP No. 24-07

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Anticipated RFP Schedule

The Authority expects to follow the schedule below. Please note that Authority may modify these key dates and other dates at its sole discretion.

Release RFP	Thursday, October 31, 2024
Mandatory Pre-Proposal Meeting	Thursday, November 14, 2024
** Questions received by Wednesday, November 27, 2024 will be addressed in Addendum #1 **	
Release First Addendum	Friday, December 6, 2024
Questions Due	Monday, December 16, 2024
Release Second Addendum	Monday, December 23, 2024
Proposals Due	Thursday, January 30, 2025
Presentations, if requested	Week of March 3, 2025
Selection of Offeror	Thursday, March 13, 2025
Present Selection to the Board Finance Committee	April 2025
Authority Board Approval of Selected Offeror	April 2025

PART I
GENERAL INFORMATION TO OFFERORS

SUMMARY	
When:	Proposals must be submitted by Thursday, January 30, 2025 at 1:00 PM.
Where:	Philadelphia Parking Authority Attention: Shannon Stewart, Manager of Contract Administration 701 Market Street, Suite 5400 Philadelphia, PA 19106
How:	Proposals must be delivered to Shannon Stewart in a sealed package via mail, by a recognized overnight courier (e.g., UPS, Federal Express, etc.), with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested certified mail, or by hand-delivery no later than Thursday, January 30, 2025 at 1:00 PM. Whether mailed or hand-delivered, all envelopes must display the company’s name and must be boldly and clearly handwritten (not typewritten) “RFP No. 24-07 Parking Violation Management System and Customer Support Services”. All proposals must be presented with one (1) original and fourteen (14) copies , individually numbered, and an electronic version consisting of one PDF file via USB drive. Please do not password protect the USB drive or file.
Mandatory Pre-Proposal Meeting	<p>A mandatory Pre-Proposal Meeting will be held on Thursday, November 14, 2025 at 11:00 AM at the offices of the Philadelphia Parking Authority at 701 Market Street, Suite 5400, Philadelphia, PA 19106. Prospective Offerors may attend in person or virtually using the Teams meeting information below:</p> <p>Microsoft Teams Need help?</p> <p>Join the meeting now Meeting ID: 242 762 985 996 Passcode: sdm7qp</p> <p>Dial in by phone</p> <p>+1 929-346-7319,,655347091# United States, New York City Find a local number Phone conference ID: 655 347 091#</p> <p>Prospective Offerors who are having trouble attending the meeting should contact Shannon Stewart for assistance at 215.837.9025.</p> <p>Please complete the Offeror Registration Form to complete your registration for this solicitation.</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, 53 Pd. C.S. § 5501 et seq. as amended, known as the “Parking Authority Law”. The Authority is seeking proposals from qualified Offerors for parking management technology, violation processing and related services.

The Authority seeks a state-of-the-art, flexible, dependable, and robust parking enforcement, violations, permit, and customer relationship management system that will serve as the main back-of-house system for its operation (“System”). The System must include the back-office database, cloud-based storage, handheld parking ticketing devices, parking violations printers, and handheld personal computers as necessary for the Authority to complete its work.

The System must also include robust analytical capability and dashboarding to facilitate the Authority’s decision-making. Extraction, analysis, and presentation of data must be easily and dynamically customizable by the Authority and will be required to integrate data from other systems such as multi-space kiosks and off-street parking access and revenue control systems that are not included in this Request for Proposal.

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

I-2. Mission Statement.

The mission of the 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 administering automated speed and red-light camera systems; 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 in targeted intersections through automated speeding and 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 **Monday, December 16, 2024 at 12:00 PM**. Questions concerning this RFP are to be submitted via the Question Submission Form using the link below:

<https://app.smartsheet.com/b/form/34772bf9a4814ab9bff9b3e45fcb280b>

Questions must be in Word format and uploaded using the Question Submission Form.

If you are having issues accessing or completing the Question Submission Form, please contact Shannon Stewart, Manager of Contract Administration via email at sstewart@philapark.org.

Only questions submitted via the Question Submission Form will be addressed.

Questions received by **Wednesday, November 27, 2024 at 12:00 PM** will be addressed in Addendum #1. Questions received by **Monday, December 16, 2024 at 12:00 PM** will be addressed in Addendum #2.

Responses to all questions and clarification requests will be provided through a written addendum that will be emailed to all eligible Offerors and posted to the Authority's website, www.philapark.org. Responses will not be official until they have been verified, in writing, by the Authority.

The Authority will not be bound by any verbal information, nor will 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 any part of this RFP or be in doubt as to the meaning of any term contained therein, the Offeror will notify Shannon Stewart, Manager of Contract Administration via the Question Submission Form using the link below, prior to the question deadline.

<https://app.smartsheet.com/b/form/34772bf9a4814ab9bff9b3e45fcb280b>

Responses to all questions and clarification requests will be provided through a written addendum that will be emailed to all eligible Offerors and posted to the Authority's website, www.philapark.org. Responses will not be official until they have been verified, in writing, by the Authority.

I-5. Restriction of Contact.

From the issue date of this RFP until the Authority's Board approves the selected Offeror, **Shannon Stewart is the sole point of contact concerning this RFP**. Any violation of this condition by an Offeror may result in the Authority rejecting 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 the selection. Offerors must agree not to distribute any part of their proposal to anyone other than Shannon Stewart. 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 Shannon Stewart, 701 Market Street, Suite 5400, Philadelphia, PA 19106, by **Thursday, January 30, 2025 no later than 1:00 PM**.

Packages must be delivered and received by Shannon Stewart prior to the due date and time to meet the mandatory responsiveness requirement of received timely as described in Part III. Delayed deliveries will not be accepted if received after the due date and time.

Each Offeror shall submit to the Authority the information and forms required, which forms, and information shall 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. Failure to attach documents required for submittal at the time of submittal will result in the proposal being rejected.

I-7. Small Diverse Business Participation.

The Authority seeks to increase procurement through small diverse businesses for all products, services and construction. To receive points during scoring, Offerors must identify their status as a small diverse business by completing the 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:

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

Offerors do not need to be a small diverse business to participate in this solicitation.

I-8. Signatures Required.

The proposals *must* be signed in all spaces where signatures are required. Corporations must sign through a duly authorized officer of the corporation with the officer's title clearly identified. Other business entities must sign through a duly authorized person with the title of the signer and type of entity clearly identified.

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 be assured 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 and attach 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.

If you would like to request a waiver or relief for any coverages required, you must submit that request during the question period and allow the Authority to respond via addendum.

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 H)** 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.

I-13. Business Licenses:

The proposal should include the Offeror's Philadelphia Commercial Activities 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 notification of selection. If the Offeror does not believe that it needs a Philadelphia Commercial Activities 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 as detailed in Part III. Discussions and negotiations may be conducted with responsible Offerors for the purpose of clarification and of obtaining best and final offers. Responsible offers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. The discussions with Offerors will not disclose any information derived from proposals submitted by competing Offerors.

The responsible Offeror whose proposal is determined in writing to be the most advantageous to the Authority, taking into consideration price and all evaluation factors, shall 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 another proposal then determined to be the most advantageous to the Authority, taking into consideration price and all evaluation factors, for contract negotiation.

The Authority reserves the right to waive any irregularities in the completion of the forms and papers enclosed in this proposal package; 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.

I-15. Request to Withdraw Proposal.

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 delivered to the Authority at the address set forth herein by a nationally recognized overnight courier service, certified mail, return receipt requested, via email to Shannon Stewart at sstewart@philapark.org 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-16. Unacceptable Proposals.

The Authority will not consider and will reject any proposal if the Offeror is in arrears or in default to the Authority as to 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-17. Subcontracting.

Any use of subcontractors by an Offeror must be identified in the proposal. During the contract period, use of any subcontractors by the selected Offeror, which were not previously identified in the proposal, must be approved in advance in writing by the Authority.

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

I-18. 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 will seek to select an Offeror and notify all other Offerors of the award within sixty (60) days after the date proposals are opened. Written notice will be mailed to the address furnished by each Offeror in the Transmittal Letter.

The selected Offeror 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 borne exclusively by the Offeror.

I-19. 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-20. 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 laws and regulations in Pennsylvania. The determination to award a contract will occur at a Sunshine Act meeting.

I-21. 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 Shannon Stewart, Manager of Contract Administration at sstewart@philapark.org.

An electronic version of this form can be accessed using the link below. Specific comments and observations are encouraged.

<https://app.smartsheet.com/b/form/4fd4f986bf074db884e72971fb93cc47>

I-22. Shipping and Delivery.

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

I-23. Performance Bond and Labor and Materials Bond.

The successful Offeror, prior to the commencement of work under the contract, will be required to furnish a faithful Performance Bond in an amount equal to thirty million dollars (\$30,000,000) and a Labor and Material Payment Bond equal to thirty million dollars (\$30,000,000); 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.

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.

Please refrain from using binders and/or special binding when submitting your proposals. Binder clips are preferred when feasible.

An electronic version of the Proposal Form can be provided to all prospective Offerors upon request.

The tab requirements are as follows:

- Tab A - Transmittal Letter
- Tab B - Qualifications and Experience
- Tab C - Key Personnel
- Tab D - References
- Tab E - Proposal Form and Cost Proposal
- Tab F - Technical Response
- Tab G - Evidence of Insurance
- Tab H - Proposed Amendments to Contract
- Tab I - Disclosure of Legal Actions
- Tab J - Financial Statements
- Tab K - Data Security Information
- Tab L - Disaster Recovery Plan
- Tab M - System Update Deployment Plan
- Tab N - Implementation Plan
- Tab O - Data Conversion
- Tab P - PennDOT Data Sharing Agreement
- Tab Q - Consent of Surety
- Tab R - Collection Strategy
- Tab S - Equipment Upgrades and Replacements Schedule
- Tab T - Violation Stock Supplier
- Tab U - Additional Information

Tabs that extend beyond the 8.5" x 11" paper, must be used.

II-2. Transmittal Letter (Tab A).

Offerors must submit a cover letter, signed by an officer or individual with authority to bind the Offeror, which provides an overview of the Offeror's 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.

II-3. Qualifications and Experience (Tab B).

Offerors must have a minimum of **eight (8)** years' experience in providing the goods and services described in the Work Statement.

Detail proposed innovative concepts the Offeror has used in cities that are comparable to Philadelphia.

The Offeror must have experience in staffing and management of customer support services, including online, via postal mail, in-person, email, and telephone operations (live and Integrated Voice Response (IVR)).

Describe relevant experience in providing the services defined in the Work Statement and provide a listing of all installations within the past five (5) years, detailing the client, scope of the project and any other relevant project information.

II-4. Key Personnel (Tab C).

Offerors must provide a list of staff members who will be assigned to this contract. Provide details of each staff member's qualifications, including years and types of experience, education, accomplishments, etc. Specify the extent of the availability and commitment of each staff member who will be assigned to this contract.

Provide an organizational chart of the team who will be servicing the Authority's account. Show where these personnel will be physically located during the time they are engaged in the work. Include through a resume or similar document education and experience for each individual who will be assigned to this contract.

Indicate the responsibilities each will have in the project and how long each has been with your company. Resumes are to include educational qualifications and previous work assignments that relate to this RFP. Identify the primary and secondary personnel who will serve as project manager for the term of the contract.

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

Selected Offeror must notify Authority of all personnel changes throughout the contract term.

II-5. References (Tab D).

References provided by the Offeror will be used to determine whether the Offeror's performance on similar contracts has been satisfactory. Provide contact information for a minimum of three (3) clients of services comparable to those described in this RFP. For each reference, include company name, contact name, title, mailing address, phone number and email address. Provide the number of years Offeror has provided services and a brief summary of the service provided.

II-6. Proposal Form and Cost Proposal (Tab E).

The Proposal Form attached as *Appendix A* must be submitted in its entirety (except for the Proposal Decline Form). All signature lines must be executed.

The Authority is implementing a compensation plan for the upcoming contract term that is largely based on the quantity of legitimate parking violations processed. Legitimate parking violations exclude voided parking violations. Thus, the more violations processed by the successful Offeror, the larger its compensation. Offerors must propose in Tab E a fee for each legitimate violation processed. The per-violation fee would be the contractor's primary compensation for the new agreement term.

The Offeror must submit a Per Violation Fee and Contingency Fee. The Offeror's combined Per Violation Fee and Contingency Fee must cover its operating expenses, overhead and profit.

All hardware and software upgrades and ongoing programming costs associated with the System as implemented by the Offeror must be built into the Offeror's Per Violation Fee.

Offerors must include startup and mobilization costs in their Per Violation Fee.

Provide the costs associated with adding a cashier to an existing or new location. Cost must be **all** inclusive and include but is not limited to labor, hardware, software and any other costs associated with the additional cashier.

II-7. Technical Response (Tab F).

Provide a detailed explanation of the Offeror's ability to provide the goods and services detailed in the Work Statement. Each line item of the Work Statement must be addressed either with "compliant", "noncompliant" or with a written response. Any item that is "non-compliant" must have a written explanation or an alternative to the requirement.

All exceptions and/or alternatives will be clearly identified, and the written explanation will include the scope of the exception, the ramification of the exception for the Authority and a description of the advantages to be gained by the Authority as a result of any exception and/or alternative.

Although the Work Statement in this RFP represents the Authority's anticipated needs, there may be instances in which it is in the Authority's best interests to permit exceptions to the Work Statement and accept alternatives.

Offeror must complete the Specifications Compliance Matrix, attached as **Appendix G**, in addition to providing a narrative form technical response.

II-8. Insurance Requirements (Tab G).

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.

If you would like to request a waiver or relief for any coverages required, you must submit that request during the question period and allow the Authority to respond via addendum.

Insurance requirements will not be negotiated after the proposal due date.

II-9. Proposed Amendments to Contract (Tab H).

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 for review 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-10. Disclosure of Legal Actions (Tab I).

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 must be included.

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

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.

II-11. Financial Statements (Tab J).

A proposal submitted without the required financial information may be considered nonresponsive, rejected and not considered for award.

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".

The Authority will maintain the confidentiality of financial information submitted by an Offeror. That information will be reviewed by professionals in the Authority's Finance Department and will not otherwise be released, disseminated, or shared with any third party absent legal mandate and advanced notice to the Offeror.

Financial information submitted in response to an RFP is generally exempt from disclosure under Pennsylvania's Right to Know Law. 65 P.S. § 67.708(b)(26). The Authority will not sign non-disclosure agreements related to an Offeror's financial information.

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

Provide all data security information to evidence that you meet the requirements set forth in Appendix D – PennDOT Data Sharing Agreement, Section 10.

At a minimum the Offeror must provide their SOC 2 Type 2 compliance audit as described in B.5 of the Work Statement.

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

II-13. Disaster Recovery Plan (Tab L).

Offeror must develop and provide to the Authority a disaster recovery plan that provides step-by-step procedures for each point of failure as described in B.23 of the Work Statement.

II-14. System Update Deployment Plan (Tab M).

The Offeror must provide details of their System Update Deployment Plan, to all devices as applicable as described in B.24 of the Work Statement.

II-15. Implementation Plan (Tab N).

Provide implementation, testing and training plan as required by section E of the Work Statement.

II-16. Data Migration (Tab O).

Offeror must include comparable past data migrations completed within the past ten (10) years.

Offeror must detail plans to import all existing Authority data efficiently and accurately into their System as described in section E.5 of the Work Statement.

II-17. PennDOT Data Sharing Agreement (Tab P).

Provide a copy of your executed PennDOT Data Sharing Agreement. This must remain valid throughout the term of the contract.

II-18. Consent of Surety (Tab Q).

Provide consent of surety as described in section I-23.

II-19. Collection Strategy (Tab R).

Offerors must present their plan to maximize revenue collections. They must outline their methodology, describe best practices to be implemented and cite past success they've achieved in optimizing collection of violation revenues as detailed in D.9 of the Work Statement.

II-20. Equipment Upgrades and Replacements Schedule (Tab S).

Offeror must detail the schedule of equipment upgrades and replacements over a potential ten (10)-year term.

II-21. Violation Stock Supplier (Tab T).

Offerors must identify the supplier who will provide the violation stock as described in D.6 of the Work Statement.

II-22. Additional Information (Tab U).

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 must be (a) submitted by an Offeror who was represented at the mandatory pre-proposal meeting; (b) timely received from an Offeror; (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 rated by an Evaluation Committee consisting of Authority employees. The Evaluation Committee will recommend the proposal determined to be most advantageous to the Authority as determined by the criteria listed below to the Authority Board.

During the evaluation process, the Evaluation Committee may require an Offeror to present their proposed System and answer questions with regard to the proposal and/or require certain Offerors to make formal presentations 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 of 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 requirements of this RFP to determine the most responsive Offerors as follows:

- a. Responsiveness of the proposal to the submission requirements set forth in the RFP. **Weight: 5%**
- b. Qualification and experience of the Offeror with regard to the Work Statement outlined in the RFP. **Weight: 25%**
- c. The technical ability and capacity of the Offeror to meet the terms of the contract as evidenced by technical response, proposed project schedule, financial capacity, reference feedback and past performance. **Weight: 40%**
- d. Proposed fees, costs, and changes to the proposed contract although the Authority is not bound to select the contractor who proposes the lowest fees. **Weight: 20%**
- e. Small Diverse Business Participation. **Weight: 10%**

PART IV

WORK STATEMENT

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A. Introduction

A.1 Introduction

Objectives

The Philadelphia Parking Authority (the “Authority”) is soliciting written proposals from qualified Offerors for parking management technology, parking violation processing, and related services.

Enforcement, Violations and Permit Management System Component (“System”)

The Authority intends to replace its current violations management, enforcement and permit back-office system (“System”) to include the replacement of existing handheld enforcement devices and printers and the acquisition of supporting and recommended field peripherals.

It is the goal of the Authority to select an Offeror that will provide a comprehensive and innovative equipment and software solution that satisfies the Authority’s current demand for an integrated, state-of-the art, and first-class System. To that end, Offerors must include descriptions of available hardware and software upgrades, System integration solutions, programs designed to improve the performance of the Authority and the System, cost-effective solutions, and an overall customer service plan, which currently includes but is not limited to an extensive subcontracted service and system, combining in-person and automated electronic processes to facilitate first-class response to citizen inquires. It is also the Authority’s desire that the proposed hardware and software demonstrate enough flexibility to easily and efficiently accept upgrades as the Authority and the System evolves. The Authority encourages each Offeror to include a discussion of proposed innovative concepts that they have used in cities that are comparable to Philadelphia.

The Authority seeks a state-of-the-art, flexible, dependable, and robust parking enforcement, violations, permit, and customer relationship management system that will serve as the main back-of-house system for its operation. The System must include the back-office database, cloud-based storage, handheld enforcement devices, parking violations printers, and handheld personal computers as necessary for the Authority to complete its work.

The System must also include robust analytical capability and dashboarding to facilitate the Authority’s decision-making. Extraction, analysis, and presentation of data must be easily and dynamically customizable by the Authority and will be required to integrate data from other systems such as multi-space kiosks and off-street parking access and revenue control systems that are not included in this Request for Proposal.

The Authority’s objectives plus current and contemplated systems designed to meet such objectives are detailed in this RFP.

The Offeror must review and comply at all times with all pertinent ordinances and laws regarding the operation of the System, including but not limited to Philadelphia Traffic Code Title 12 and Pennsylvania Vehicle Code Title 75.

A.2 Parking Authority Department Profile

The Authority is a large, multi-faceted organization, with multiple departments requiring access to the various components of the subject System software and hardware. Departments have varied responsibilities, employing core components of the System and/or related programs, such as the systems for booting, towing and parking violations issuance. Most or all departments require ad hoc report development capability (ad hoc reporting is defined herein as “reports generated or created on request”), in addition to standard functions and reports. See section D.5 – 5 for more information on ad hoc reporting requirements. Authority departments, most requiring significant use of the System, include:

- A. **Fleet** - Fleet coordinates payments for parking violations related to large Fleet accounts, such as car rental companies or major delivery systems such as UPS or Fed Ex, for which registered vehicle owners may or may not be the party responsible for payment of parking violations. Requires access to the full System, with the ability to transfer payment liability to third parties, such as individual car rental patrons. Fleet requires use of the System and the ability to create ad hoc reports.
- B. **Taxi and Limo** - TLD Administration Department obtains existing information from the System to confirm compliance of regulations while processing Taxicab and Limousine Driver systems- New and Renewal, Taxicab, Limousine, Dispatch, Partial Rights Certificate of Public Convenience renewals, and Voluntary Suspension requests.
- C. **Communications** – Communications coordinates booting and towing activity by integrating with the System’s scofflaw list, plus the value of parking violations owed and payment plan information. Communications uses the existing GPS tow/boot system to dispatch boots and tows.
- D. **Debt Collection** – Debt collection undertakes efforts to maximize collection of parking debt including mailing of debt collection letters and coordination of activities by collection subcontractors. A review of multiple reports is also necessary to ensure that proper amounts are collected before violations are cleared and vehicles are released.
- E. **Revenue Control** – Revenue control reports on all revenue generated by the various Authority departments. The department requires comprehensive use of the System, including ad hoc reporting capabilities, to ensure the accuracy of all revenue sources.
- F. **Red-Light and Speed Camera** – Red-light and Speed Camera systems execute automated enforcement systems at various specified intersections in the City of Philadelphia. Resulting violations are inputted for subsequent enforcement action via a required interface with the System.
- G. **Parking ticketing** – The Ticketing department utilizes handheld enforcement devices to issue parking violations and identify scofflaws, plus boot- and tow-eligible vehicles.
- H. **Kiosk Operations** - The Parking Kiosk Operation is responsible for the installation, maintenance, and revenue collection of approximately 1,650 pay-by-plate multi-space kiosks in the City of Philadelphia. The department is also responsible for the installation and posting of parking regulation signs and poles. The department interacts with the System in the coordination of violations activity or violation suspension if kiosks are verifiably out of order.
- I. **Planning and Analysis** - The Regulations division of Planning and Analysis manages and updates all parking regulations in residential neighborhoods and business corridors. Regulations, as a division within the Authority, is responsible for the day-to-day operation of several programs, including Loading Zones, Valet Zones, Electric Vehicle Zones, Contractor Virtual Placard, Car Share, and Parking for People with Disabilities.
- J. **Residential Permits** - Residential Permit Parking (RPP) increases the availability for residents to park near their homes which may be adjacent to high-traffic business corridors and busy transit facilities. The RPP division is responsible for a wide range of functions, including issuance and management of license plate-based residential permit parking credentials, through the System.
- K. **Towing and Impoundment** – Coordinates both the towing and impoundment of vehicles found to be in violation of parking and traffic laws set forth by both the City of Philadelphia and the Commonwealth of Pennsylvania. The Current System tracks every tow beginning when the tow is requested and taken to an impoundment lot to when the vehicle is either reclaimed after all applicable fees and fines are paid or the vehicle is auctioned due to it being unclaimed by its owner. Additionally, the System inventories the vehicle, generates notices to vehicle owners and calculates the accrual of towing and daily storage fees while in the possession of the Authority. Information can also be both entered and uploaded pertaining to impounded vehicles.
- L. **Customer Service** – Customer Service investigates customer inquiries regarding parking violations, payments, hearings, payment plans, boot/tow activity, kiosk payments, mobile parking payment app *meterUP* payments, and

notice history. Customer Service uses onsite in-person representatives plus telephone and automated assistance capabilities. The department uses the System to scrutinize multiple scenarios, as activity warrants.

- M. **Auction and Registration Suspension** – The department uses the System and towing/booting system to manage the disposition of towed vehicles, including suspension of the vehicle’s registration for failure to comply and/or scheduled auction of the impounded vehicle, including interface with third-party auction systems. The department communicates on the back end with PennDOT.
- N. **Bureau of Administrative Adjudication (BAA)** – BAA is a department under the City of Philadelphia that provides administrative hearings for the adjudication of disputed parking violations, and hearings regarding the immobilization/impoundment of vehicles, and the administration of payment plans. BAA handles adjudication of parking violations via web, and mail submission, plus on-demand hearings for immobilized/impounded vehicles, and payment plan activation, utilizing core components of the System.
- O. **Booting** – Booting utilizes the System and the GPS to identify boot-eligible vehicles and to apply or remove boots as applicable.
- P. **Neighborhood Enforcement Unit (NEU)** – The NEU patrols residential neighborhoods that are not included in RPP zones, to ensure that non-compliant vehicles (such as commercial trucks, unregistered vehicles and vehicles failing to display registration plates) are not occupying resident parking spaces. The NEU issues parking violations or coordinates towing and booting activity as applicable, using the Tow/Boot system.

A.3 Definitions

Term	Definition
Access Control	Managing the access into and out of a parking facility and usually involves some kind of permit, voucher or other ID to enable access.
Alarms	System-generated messages that indicate potential maintenance needs or technical issues with parking equipment (e.g., paper refill required or no communication).
Account-Based System	A customer account that incorporates all vehicles owned by one registered owner, and not just a single license number or vehicle identification number (VIN).
ACH	The Automated Clearing House is the system through which agencies administer electronic funds transfer payments.
App	A self-contained program or piece of software designed to fulfill a particular purpose; an application, especially as downloaded by a user to a mobile device.
BAA	BAA is the Bureau of Administrative Adjudication for the City of Philadelphia. Currently located at 913 Filbert Street, BAA is staffed with a combination of City and Authority employees. BAA is the City's agency responsible for the resolution of parking ticket disputes and provides administrative hearings for people who want to dispute parking tickets or vehicle seizure and impoundment.
Barcode	An optical, machine-readable representation of data that can be printed on a credential. There are many barcode formats, including Code 39 (3 of 9), Code 128, PDF417, QR, etc.
Batch	An interface that collects data for periodic updates versus providing a real-time stream of data.
Block	A measurement of space, typically between streets or at a prescribed distance. A block may start at one intersection of two streets and end at the next intersection of two streets. A block may also be considered as the four block faces surrounding a building or group of buildings, used for purposes of delineating accessible parking spaces.
Block Face	One side of a block. For example, the north side of a given block on an east-west street is a block face; the south side of the same block is a different block face.
Check Digit	A form of redundancy check used for error detection on identification numbers that have been input manually. For example, the ninth digit in a car's Vehicle Identification Number (VIN) is always a check digit. The other digits in the VIN go through a series of calculations to obtain the correct check digit. This allows computers to tell immediately if there is an error in the VIN, which often happens when someone transcribes a VIN or enters it into a computer.
Cloud/Cloud Computing	A service application, or infrastructure hosted on a third-party virtual machine or data center. Cloud computing allows the user to reduce or eliminate hardware and software by purchasing it as an on-demand service accessible via the internet.

Term	Definition
Contract term	The period during which a selected Offeror is required to provide services as detailed in an executed contract. Contract terms may include a base term and optional terms.
Credit Card Processing	The ability to take, validate, and authorize credit cards for payment.
Dashboard	Refers to a web-based page on which real-time information is collated from various sources. The metaphor of a dashboard is adopted to emphasize the nature of the data being displayed on the page; it offers real-time analysis as to how a business is operating.
Data Analytics	The examination and analysis of data to reach a conclusion, make a decision, or improve a process.
DLMS	Current vendor's (Duncan) subcontracted enforcement system concerning booting. Provided by subcontractor URI, DLMS is the booting equivalent to the ParkLoyalty parking ticket enforcement system. The Authority's Communications Department is a frequent user of the DLMS system. Towing, auctions, and neighborhood enforcement also use DLMS.
Duncan Auto Process	The core on-street parking management system in use for the Philadelphia Parking Authority. AP interacts with the various enforcement subsystems to manage disposition of parking violations, boots, tows, suspension of violations, hearings, registered vehicle owner data and account histories, on-street revenue generated and collected, vehicle auctions, and payment plans.
Dunning Notice	A written demand sent to a debtor when an invoice has not been fully paid on time.
Dynamic Pricing	Parking rates that fluctuate based on supply and demand, often with the aid of parking guidance systems that monitor parking behavior within a facility and empower parking operators to adjust pricing to optimize the return on their investment.
EMV (Europay, MasterCard, and Visa)	A global standard for inter-operation of integrated circuit cards (IC cards or chip cards) and IC card-capable point of sale (POS) terminals and automated teller machines (ATMs), for authenticating credit and debit card transactions. EMV chip cards contain embedded microprocessors that provide strong transaction security features not possible with magnetic stripe cards.
Encryption	The placement of data into a coded format that can only be read with an encryption "key" or formula that translates the data into a readable format.
Enforcement	The operational act of observing curbside spaces and ensuring that usage is conducted in a proper manner according to posted regulations. Enforcement is conducted by enforcement officers, either manually or in a semi-automated fashion (e.g. license plate recognition). Improper parking, loading, standing, or stopping is often regulated through the issuance of citations, which apply a monetary value to the action to de-incentivize further parking issues.
Final System Acceptance	Official acknowledgment that the System has been successfully implemented and made operational, including any punch list items.

Term	Definition
Fleet Accounts	Fleet accounts (such as Enterprise Car Rental) are accounts registered with the Authority that are addressed differently than individual accounts. For example, the Authority facilitates transfer of liability (TOL) for violations from Enterprise to individual renters.
Flowbird	The Authority’s supplier of multi-space kiosks.
Genetec	Genetec is the manufacturer of license plate recognition (LPR) vehicle-mounted parking enforcement cameras in use at the Authority.
Global Positioning System (GPS)	A space-based satellite navigation system used for location tracking. This system has many applications in parking. For example, GPS is used to track parking enforcement activity, including officers’ movement and ticket issues.
Handheld Enforcement Devices	A computer that is small enough to be held in one’s hand; used to record evidence, issue parking violations and manage inventory.
Interactive Voice Response (IVR)	The voice-activated phone system providing automated customer service functions in place at the Offeror’s call center.
Interface	The point where two different systems or subjects interact. For example, the software on a screen used by a person to manage a system is known as a graphical user interface (GUI). An interface between two systems (e.g. parking management and payment) is defined in an interface control document that defines how data is formatted and the rules for accepting data, this is often called an Application Programming Interface (API).
ISP	Internet service provider.
Legitimate Violation	A parking violation issued and processed that is not for any reason voided.
License Plate Recognition (LPR)	A vehicle identification technology that uses cameras to take pictures of license plates and convert the images into text that a computer can use. LPR systems are commonly integrated with PARCS systems.
meterUP	A mobile parking payment application used for the Authority’s multi-space kiosks and mobile payment efforts. This application is currently operated by ParkMobile.
Mobile Payment	A payment made using mobile technology (e.g. a phone, smartphone, or tablet). This method is usually a way of using stored credit or debit card information to pay for parking.
Multi-space Kiosk	Freestanding hardware associated with multiple parking spaces, used in on-street and surface operations to manage payment for multiple parking spaces, using a pay-by-plate functionality. Also known as “Multi-space Meter”.
Offeror	A qualified and compliant respondent to this RFP.
On-site Staff	Employees who work in a parking facility and are responsible for providing parking facility maintenance and customer service. These include site managers, supervisors, customer services representatives, and parking enforcement officers.
On-Street Parking	Refers to all parking on or along the curbs of streets.

Term	Definition
ODBC	Open database connectivity – An open standard Application Programming Interface (API) for accessing a database
Parking Access and Revenue Control (PARC)/Access and Revenue Control (ARC)	Systems that are available in varying levels of functionality and complexity. Parking access and revenue control systems (often referred to in Europe as Parking Management Systems) allow parking owners and operators to control access and collect parking revenues from users. Available in varying types of equipment platforms, PARC systems, when combined with policy and procedure, can speed entry and exit from a facility and secure revenues through audit records.
Parking Management	A comprehensive approach to optimizing a parking operation’s performance through the best use of equipment and other technology, services like enforcement and preventative maintenance, and intelligent business planning with the aid of thorough analytics.
Parking Management System	A back-end system of storage and hardware used to manage the on-street parking and enforcement systems. Duncan is the current prime contractor for this effort at the Authority.
Parking Kiosk	A device used to satisfy parking fees, often located near curbs, which may be mechanical or electronic and cover one space or multiple spaces. Meters may accept coin, bank notes, and credit cards.
ParkLoyalty	Duncan’s subcontracted enforcement system, encompassing all aspects of parking violations issued. The system also tracks meter repairs and expired meter citation investigations.
ParkMobile	A mobile parking payment application used for the Authority’s multi-space kiosk and mobile payment efforts.
Pay-by-Plate	A variation of pay and display in which the customer is required to pay at a pay station in advance. The customer enters their number plate at the station and makes payment. Enforcement officer’s audit by checking the pay station or going online to view a list of number plates marked as paid.
Payment Card Industry Data Security Standards (PCI-DSS)	A set of guidelines for handling the transmission, storage, and processing of sensitive credit and debit card data.
PennDOT	Pennsylvania Department of Transportation.
Permit	An agreement between a parking operator and a customer that allows a driver to park in a designated area; also referred to as permission or a credential. Permits can be validated by a decal, hangtag, FID tag, virtual (database record), etc. Some systems rely on number plate recognition to read pre-registered license plates that then serve as the parking permit or access credential.
Permit Parking	Designation of vehicular parking spaces along a curb and/or during established hours for specific users, such as residential parking permits or reserved spaces for adjacent users. Permit parking is governed by pre-registration of a vehicle and application of a visible permit (hangtag, sticker, license plate) for enforcement purposes.

Term	Definition
PSP	Pennsylvania State Police.
PPD	Philadelphia Police Department.
PMC-TD	Philadelphia Municipal Court – Traffic Division.
Project Manager	The Offeror’s selected full-time manager, and the Authority’s main contact, for the System.
Offeror’s Call Center	Provides the offsite call center customer service personnel, plus onsite cashiers for the Authority and uses the Authority’s systems as applicable in management of customer service issues.
Quick Response Code (QR code)	A type of two-dimensional barcode that has become popular due to its fast readability and ability to contain large amounts of data (compared to standard barcodes). The code consists of black modules (square dots) arranged in a square pattern on a white background. Web links can be embedded in a QR code, which can be printed on a document, poster or other media or displayed on the screen of a smartphone.
Radio Frequency Identification (RFID)	An automatic identification method that relies on storing and remotely retrieving data using devices called RFID tags or transponders. RFID is used mainly in access and revenue control facilities as a form of parking permit.
Registration Suspend	PA State law, Title 75, 1379, whereby vehicle registrations are suspended for vehicles with six or more unpaid violations relating to that specific plate.
Residential Permit Parking (RPP)	A special permit issued by local authorities to residents of a particular area, usually within city limits, allowing them to park their vehicles on designated streets or zones for extended periods of time, typically beyond the limits imposed by regular parking regulations.
Revenue Control	The management of charges for an asset or service (e.g., a car park) using a revenue control system.
Revenue Control System	A system for managing and auditing the payments of transient and non-transient parkers in a parking facility; also known as PARCS.
Scofflaw	A repeat parking offender.
Skip Tracing	Employed when determined that the vehicle’s registered owner’s address on the vehicle registration is not the address where owner resides.
SLA	Service Level Agreements – SLAs define the level of service expected from a contractor, including the metrics by which the contractor may be evaluated and consequences of failing to meet requirements.
Subscription-based Solutions	Solutions for which customers are charged on a recurring basis for a product or service.
System	The backend On-Street parking management software platform that is the subject of this RFP.

Term	Definition
Transfer of Liability (TOL)	The process of moving liability for violations from a fleet owner (such as a car rental company or a fleet of taxis) to individual drivers for enforcement purposes.
Turnkey Solution	An end-to-end solution for a parking operation that includes parking management services, parking equipment, technology innovations, construction, facility maintenance, and revenue processing.
The City	Philadelphia
Verra Mobility	The Authority’s Speed Camera system subcontractor. Verra Mobility also provides services related to the Red-Light Camera Program, as well as Conduent, for the Authority.
Unclaimed Vehicle	Vehicles towed to an Authority impound lot and never retrieved by the registered vehicle owner. Unclaimed vehicles are ultimately subject to sale by public auction.
Violation	Parking a vehicle in a manner against the law or local regulation, Red-Light Enforcement and Speed Enforcement; this may also refer to the violation notice a customer receives when their vehicle is found to be parked illegally.
Violation Collections	The process of collecting fines or fees resulting from violations activity.
Void	A parking violation that is not issued to the vehicle because an officer has recorded incorrect information on the face of the ticket. When an officer voids a violation, it is always replaced with a correct/proper replacement violation.
VPN	Virtual private network
Web Portal	A web-based system that collects information from various sources into a single user interface and presents users with relevant information for their desired purpose.

B. System

B.1 System Components

The System is intended to be the platform through which the Authority conducts the following activities:

- 1) Violation processing, adjudication, notification, and collections
- 2) Payment processing including special processes for multiple vehicles of the same owner (known by the Authority as the Fleet program)
- 3) Permitting for contractor, residential, motorcycle, temporary parkers
- 4) DMV lookups and vehicle registration suspension
- 5) Impounded vehicle auctions and tow lot management
- 6) Booting, towing, dispatch and impoundment
- 7) Parking Kiosk Management
- 8) Customer Service

B.2 Subscription-Based Software Solutions

The Authority would consider a Software-as-a-Service -based model for the proposed software solution.

B.3 Hosting Specifications

- 1) A cloud-hosted System is preferred.
- 2) The Offeror must provide all servers, services, storage, security, access, and backup/recovery for production and test environments.
- 3) Data collected by the Offeror must be owned wholly by the Authority and the Offeror may only use the Authority's data for purposes expressly approved by the Authority.

B.4 PCI Compliance

For any response that supports services relating to credit card processing services, Offerors must provide documentation of compliance with the following items:

- 1) Offerors must adhere to the following PCI DSS requirements.
 - a) The Offeror's corresponding credit card payment solution must have appropriate Payment Card Industry Data Security Standards (PCI DSS) certification as a Level 1 Service Provider (<https://www.pcisecuritystandards.org/index.shtml>).
 - b) All payment applications and solutions involved with the transfer, process or storage of card data must be PA-DSS certified, and it is strongly recommended to be installed by a Qualified Installer and Reseller (QIR).
 - c) The Offeror must provide all applicable Attestations of Compliance (PCI-DSS AOC) or Attestations of Validation (PA-DSS AOV) resulting from an annual Report on Compliance (ROC) or Report on Validation (ROV) by a Certified

QSA Assessment Company. AOCs/AOVs must be presented to the Authority annually and noted in the semiannual performance report. Frameable Certificates provided by a Security Company are not valid.

- d) Any/All Point of Contact and/or Point of Interaction (POI) Credit Card Data processing devices provided by the Offeror must be listed on the PCI Security Standards Council website as part of a fully certified PCI P2PE solution. All POI devices must be EMV capable.
 - e) Offerors must include a current PCI Attestation of Compliance (AOC) for applicable credit card data environments upon bid submission and once per year thereafter. External or Endpoint scans must be completed by an Approved Scanning Vendor (“ASV”).
- 2) The Offeror and all subcontractors must meet and show proof of Level 1 PCI compliance and certification in **Tab K** of your proposal. Each must provide a statement of warranty, and evidence that all services provided are PCI compliant. The selected Offeror(s) will be responsible for any monetary damages incurred by the Authority due to non-compliance or data breach.

B.5 SOC 2 Type 2 Compliance

The Offeror must be SOC 2 Type 2 compliant and must meet all SOC 2 Type 2 compliance requirements throughout the term of the contract with the Authority. Annually, the Offeror must provide a copy of its then-current SOC 2 Type 2 compliance audit to the Authority for its review.

B.6 System Functionality

The System must:

- 1) Accommodate at least 3,000,000 violations annually. This number may increase over the life of the contract due to various Authority initiatives. Offeror must be able to verify that it has issued and managed at least 1,000,000 legitimate violations in a single year as part of a single project, comparable to the operation addressed by this RFP, plus must have the capability to issue and manage up to 3,000,000 annually.
- 2) System must support the Authority in accordance with the most current version of the Philadelphia Traffic Code, Chapter 12, the Pennsylvania Vehicle Code, Title 75, and Authority policy and procedures.
- 3) Provide real-time access to information.
- 4) Provide accounting and audit trails necessary for revenue verification.
- 5) Provide reports on operational performance, statistical, and financial information.
- 6) Provide robust ad hoc report development capability, allowing the Authority to create new reports on demand.
- 7) Monitor disposition of violations.
- 8) Provide accounting and audit trails by zone or region dynamically configurable by the Authority.
- 9) Integrate the following components and maintain a hosted database that supports:
 - a) **Parking Violation Issuance and Processing**
 - (1) Parking violations issued in the field must be posted to the database in real time by cellular or Wi-Fi.
 - (2) The System must display violation dispositions, payments, and other actions in real time, except for lock box transactions, which are batch mode.

- (3) The System must enable selected Authority users to perform updates online with regard to violations, dispositions, suspensions, hearings, and adjustments. Batch mode updates may be used for high volume items, such as handwritten violations into the System, entry of mail payments, as well as name and address updates.
 - (4) The System must have the capability of accepting a payment prior to posting the original violation.
 - (5) The Offeror must provide an interface between the System and the hardware or software platforms that are required to communicate, load, and read information to and from handheld parking violation issuance devices. The Offeror must ensure the integrity of the data during transmission and provide a robust audit process.
- b) **On-Line Inquiry** - The System must enable the Authority to perform the following online inquiries:
- (1) Violation Detail Inquiry – Displays the following violation information: citizen name and address, DMV information, violations and penalties, payments, dispositions, and noticing history.
 - (2) Inquiry by Owner Name – Displays name(s) of the owner, address(s), and license plate number(s).
 - (3) Inquiry by License Plate Number – Displays information on all violations written to the vehicle bearing the plate and owner's name.
 - (4) Displays booting/towing eligibility, total amounts owed, citizen name and address, and past license plates assigned to the owner
 - (5) Summary Inquiry – All fields must be searchable
- c) **Adjudication** -The System must include an online appeal portal for customers to submit through a website. The appeal process must allow the appellant to add evidence in the forms of pictures, and/or documents supporting their appeal. Appeal settings must be customizable to Authority needs.
- d) **Dispositions** - The Authority has several different types of dispositions. The System must accommodate a customizable list of Authority-designated disposition types.
- e) **Web Portals** - The System must provide customer- and administrative-facing web portals for multiple functions and purposes as required (permits, violations/disputes, customer payments, etc.). Key components must include:
- (1) Customer-facing portals for permit registration, permit ordering, customer account information management, violation payment, appeals submissions, and other functions as required, formatted to appear like the existing Authority website, with site names that allow the customer to feel they have not left the Authority site.
 - (2) Administrative-facing portals that incorporate the full suite of System software capabilities, accessed by designated Authority users based on permissions settings, including management of customer accounts, permit settings, permit sales, inventory settings, location settings, etc.
 - (3) Mobile-friendly web portals that adjust to the mobile phone with no loss in functionality.
 - (4) Integration with any future Authority mobile applications.
 - (5) Capability to upload documents.

B.7 Financial Management

The Authority is seeking an included financial management software module with the System. This module must provide standard accounting functions including, but not limited to payments, service fees, deposits, credits, adjustments and

reversals for accounts with quick links and full detailed information displayed on screen for Authority staff and administrators with a complete audit trail. Offeror must describe, in detail, its financial management system.

B.8 Financial Data Accuracy

The financial data produced by the proposed System must be consistently accurate. This is crucial for reliable financial reporting and billing. It ensures that all transactions, including parking fees, violations, and payments, as well as financial splits between areas like auctions and booting, are accurately recorded. It also reduces the risk of errors and disputes related to financial data and promotes transparent and efficient financial management within the Authority.

B.9 Financial Reporting Capabilities

System must provide the Authority with the ability to view and download financial and analytical reports in an efficient manner. Reporting function must include a wide array of standard reports typically produced by a parking management system. Reports must also be fully customizable for the Authority staff to create in-house as needed. The Authority must be able to export, download, and/or print all reports in PDF, Excel, and CSV formats.

B.10 General Reporting Requirements

Authorized users must be able to independently formulate and generate reports based on any parameters they deem necessary concerning all data collected by the vendor. The reporting capabilities within the System must be designed to empower employees with a flexible and comprehensive search functionality. This includes the ability for users to search and generate reports based on any desired parameters, ensuring a versatile and user-friendly experience. The System should facilitate seamless exploration and retrieval of information, allowing employees to customize their searches according to specific criteria, thereby enhancing the efficiency and effectiveness of the reporting process. This requirement aims to provide a robust and adaptable reporting capability that aligns with the diverse needs of the organization's workforce.

The Offeror must demonstrate how their solution meets this requirement.

B.11 Handwritten Violations

Other governmental entities issue parking violations for which the Authority is responsible for processing. Currently, there are approximately 120,000 such parking violations written annually. Offerors must describe any available automations or proposed approaches to the processing of handwritten parking violations for the Authority's consideration.

B.12 Multiple Payment Methods

Offerors must identify all payment methods available for the proposed System, including but not limited to cash, credit, postal money orders, card, ACH, and check. Identify any available payment methods not listed.

B.13 System Operational Use Time

The System must be operational 24 hours, Monday through Sunday. Any upgrades and maintenance times must be approved in advance by the Authority. Refer to section C.9 - 5 for information on operational use time and scheduled System updates.

B.14 Security

The System must possess security and permissions features that allow for detailed, documented, and reportable configuration of System access to authorized personnel. The System and its procedures must contain audit trails and controls to account for all dispositions, notices, transactions, and payments, from parking violation issuance through final resolution. Audit trails must also include logging of all changes made in the System. Refer to section B.26 - 6 for further information on System security requirements.

B.15 Americans with Disabilities Act (ADA) Compliance

The System must accommodate and ensure accessibility for individuals with disabilities as required by the Americans with Disabilities Act (ADA) including but is not limited to features such as accessible user interfaces, compatibility with screen readers and other assistive technologies, and adherence to specific ADA parking regulations.

B.16 Credit Card Fees and Merchant Account

The Offeror will be responsible for payment of credit card fees resulting from the revenue it collects that is generated by the System. However, the Offeror will be entitled to offset that cost by charging a convenience fee of \$3.50 per transaction paid by credit card or debit card online. Any increase to this processing fee must be approved in writing by the Authority. The Offeror will be the credit card Merchant of Record.

B.17 Customer Records

The System must allow the Authority to generate and print comprehensive customer records. This functionality must ensure that the Authority can access and provide comprehensive information about parking customers as needed, enhancing their ability to assist customers efficiently and address inquiries or issues effectively. These records include all personal, vehicular, violation, booting, towing, and auction records, both past and present, per individual.

B.18 Lienholder Information

The System must have the ability to immediately and accurately link lienholder information to the related vehicle. This is essential for efficient communication, accurate record-keeping, and streamlined enforcement, and ensures that the Authority can promptly notify vehicle owners about unresolved violations, facilitating the resolution of outstanding violations and promoting accountability, all while maintaining compliance with legal requirements.

B.19 Registration Suspension

The Offeror must have the ability to work with local authorities to penalize vehicle owners who have accumulated multiple unpaid parking violations. The System must have the ability to handle compliance of registration suspension and reinstatement in accordance with PA Code Title 75 1379. Registration suspension serves as a deterrent and encourages compliance with parking regulations.

B.20 Automated Parking Violations Enforcement

A new program is in place that places violation enforcement cameras on SEPTA buses, to identify vehicles illegally parking in bus lanes. The Authority may employ notice of parking violation-by-mail and/or invoicing initiatives. The System must have the ability to issue notice of parking violations through the mail.

B.21 Vehicle Impoundment Release Process

- 1) The System must incorporate comprehensive and accurate reporting including at a minimum customer name, license plate, or VIN. The System user must be able to confirm total amounts owed including but not limited to parking violations, red-light violations, speed camera violations, booting and impound, and any other outstanding fees before a vehicle is released from a boot or impound lot.
- 2) Impoundment release can also not be done without the impoundment lot staff reviewing paperwork to ensure the vehicle can be operated legally. The System must allow for users to scan documentation into a designated tow record which can be viewed by all users but not edited unless the user is designated with certain administrative user rights.

B.22 Back-up and Restore

- 1) The System must be completely redundant and must possess a recovery capability to restore all files to their most recent viable state. Back-up and restore procedures must ensure the System is not down for more than one hour at any given time.
- 2) In the event of an outage, parking violations must be stored on handheld enforcement devices until the System is restored. Offeror must identify the storage capacity of handheld enforcement devices.
- 3) In the event of a System failure, restoration must be made to the time of failure.

B.23 Disaster Recovery Plan

- 1) The Offeror must develop and provide to the Authority a disaster recovery plan in **Tab L** of their proposal. The plan must provide step-by-step procedures for disaster recovery for each point of failure. These procedures must be comprehensive.
- 2) The first steps must be in diagnostics. The remaining steps must provide a procedure for resolution to bring the System back to full operational status.
- 3) Should disaster occur immediately following, or because of, a patch or software update the disaster recovery plan must return the System to the software version in effect prior to the patch or update being applied.
- 4) Points of failure must include each component and sub-component in complex units, such as servers.
- 5) The disaster recovery plan must include requirements for and location of hardware spares.

B.24 System Updates

- 1) System updates must consist of all actions necessary to incorporate hardware and software updates in the System.

- 2) The Offeror must provide System update services on a basis that ensures that the System software, including all third-party software, will be the manufacturer's "current" version.
- 3) The Offeror must provide details of System update deployment plan, to all devices as applicable, in **Tab M** of their proposal.

B.25 Optional Capabilities

The Offeror is expected and encouraged to identify and discuss the advantages and disadvantages of any other alternate capabilities and technologies available, not specifically required herein, which could be implemented to make the Authority's operations more efficient and/or productive.

B.26 Additional Services Required

1) **Additional Services**

In addition to the equipment and supplies specified herein, the Authority may require that the Offeror procure other equipment, supplies, and services through purchase or lease for use or ownership by the Authority in processing parking violations. The Authority will, however, reimburse the Offeror for the actual cost of such other equipment, supplies, and services. Such reimbursement will be in addition to the basic reimbursement schedule. The Offeror will not charge the Authority for any administrative or overhead charge/cost regarding any such procurement.

2) **Documentation/User Requirements/Functional Specifications**

The Offeror must provide the Authority with complete user documentation, functional specifications, etc., of all System flows, computer program logic, processing functions and procedural and System controls for all violation processing activities for which the Offeror is responsible. For example, complete user documentation must, in essence, explain:

- a) the manner in which all processing functions are carried out.
- b) the interrelationships or interfaces between the various systems or elements; a functional organization chart.
- c) the locations at which such functions are carried out; and the timing for the carrying out of each function.

The Offeror must document all enhancements or modifications to the System and procedures and furnish the Authority with such documentation within 30 days of the implementation of such enhancements or modifications.

3) **Performance Reporting**

The Offeror must implement and operate a system for recording, monitoring and responding to all complaints and requests by the Authority relative to the Offeror's performance and obligations pursuant to the agreement. The Offeror must develop procedures and reporting formats to track and respond to all requests and complaints in a systematic and timely fashion.

4) **Provision of Services to All Parking Violations on the Database.**

The Offeror will be responsible for providing complete Services (as defined in the "System" section of this RFP) in relation to violations issued prior to the effective date of the agreement entered into pursuant to the RFP (i.e., legacy violations). All services, functions, and System elements provided to current violations (those violations submitted for processing on or after the effective date of agreement) must also be provided to legacy violations.

Some examples of the required services, functions, and System elements are:

- a) Processing payments and other dispositions.

- b) Providing complete online access to parking violation and disposition information, unless otherwise specified by the Authority.
- c) Providing all required services, such as notices and correspondence processing.

5) **System Tests**

All System modifications, enhancements, or other changes must be properly tested by the Offeror and approved by the Authority before their implementation. The Offeror must provide comprehensive test files to test both batch and online systems and must provide the Authority with actual test results before implementing any significant System changes. System testing requirements are further described in section E.3 of this RFP.

6) **Security**

The Offeror must provide security to prevent unauthorized access to, modification of, or destruction of the Authority's documents and data. This security must include protection from and prompt detection of fire, water, smoke, and other hazards, as well as restricted access to physical documents and the computer system (including appropriate security measures to prevent unauthorized access as well by infiltration of unauthorized code (virus) and internal System security measures including fire walls, passwords and activity logs. In addition, the Offeror must comply with any reasonable security measures requested by the Authority, but neither failure of the Authority to request such measures nor compliance by the Offeror with such measures will relieve the Offeror of its other security responsibilities.

7) **Ownership of Data**

Documents or data obtained from the Authority or at the Authority's expense are the Authority's property. Such data or documents must be available upon demand for verification as well as upon non-renewal of the contract or contract cancellation.

8) **Restriction on Use of Data**

The Offeror must keep the Authority's data confidential and must not use such data except as required in the provision to the Authority of the agreed-upon services. The Offeror must not copy, disclose, or distribute the Authority's data or permit the copying, disclosure, or distribution of such data. The Offeror must restrict its employees and agents' access to the Authority's data and must take measures to ensure that its employees and agents keep the data confidential and do not improperly use, copy, disclose or distribute it. These restrictions must continue in effect after termination of the Agreement. The Offeror must notify the Authority in the event the Offeror discovers any unauthorized possession or use of the Authority's data, and the Offeror must cooperate with the Authority to address such possession or use. In addition to its other obligations, the Offeror must comply with applicable federal, state, and local statutes, regulations, ordinances, orders, rulings, and other laws relating to confidentiality, privacy, and similar matters. The Offeror agrees to indemnify and hold harmless the Authority for any breach of the foregoing.

9) **Backup of Data and Software**

The Offeror must demonstrate in its proposal the effectiveness of its database backup process, including frequency of backups, plus number and location of backup servers and all other details as applicable. In addition, the Offeror will be responsible for all costs and must reimburse the Authority for any cost the Authority may incur, relating to the re-entry or reconstruction of data to the extent such work is needed.

10) **Backups of Data and Software**

The Offeror must maintain backup equipment, including peripherals and communications equipment and telephone lines, to give the Authority reasonable assurance that downtime will not exceed prescribed maximum levels.

11) **Capacity**

The Offeror must provide the current capacity to process, as specified herein, approximately 40,000 parking violations per week. Yearly parking violation issuance is as follows for the past three fiscal years:

YEAR	PARKING VIOLATIONS ISSUED
2021	1,521,753
2022	1,602,928
2023	1,727,199

In addition, the System must have sufficient capacity to process future parking violations and payments in volumes of up to 48,000 parking violations per week.

At present, the current System contains approximately the following total quantity of parking violations and license plates:

TYPE	PARKING VIOLATION COUNT IN DATABASE
PARKING	31,095,823
RED LIGHT	1,365,949
SPEED	566,292

TYPE	PLATE COUNT IN DATABASE
PARKING	9,138,111
RED LIGHT	875,620
SPEED	258,683

During each of the last three fiscal years, the current vendor has generated the following number of postal mailings and email communications.

YEAR	NOTICES MAILED
2021	3,071,674
2022	3,299,529
2023	3,629,057

Annual emails processed in 2022 and 2023 by the current System in place total:

YEAR	EMAILS PROCESSED
2022	1,173,932
2023	1,341,562

This volume is subject to increase depending upon issuance, collection, and adjudication variables and initiatives. The Offeror is required to provide a comprehensive computer-based System of all violations integrated with the data required to support all System components. Data for all programs must be maintained within an integrated database,

with relationships established to allow retrieval and update of related information across program areas. In addition, the Offeror is required to provide a System that, as a minimal requirement, includes the following functions and features:

- 1) The ability to calculate and assess penalties to violations not paid within time limits and under certain conditions. The ability to back out penalties under valid conditions and based on user permissions.
- 2) Evaluate current activity and determine what type of date or condition-based activity needs to take place on a violation and calculate when that activity should occur, e.g., name and address request, etc.
- 3) Re-evaluate scheduled activities in light of online and batch transactions.
- 4) Predetermined time-based activities must be performed by the System and the violation status must be updated for the next appropriate/applicable event.
- 5) For each violation maintain a "history" of System-generated events and processing transactions that can be viewed online.
- 6) For each license plate, maintain a "history" of name and address changes that can be viewed online.
- 7) For each license plate, maintain a "history" of state/plate level System-generated events and processing transactions that can be viewed online.
- 8) System must facilitate payment processing.
- 9) Interface with various System elements or proposed systems.
- 10) Interface with any System elements or proposed systems must be automated, and data edit and verification processes must be comprehensive.
- 11) Conduct real-time editing of transactions entered through the online environment by user permission.
- 12) Update the parking violation database in a real-time mode with online transaction information. A report writer or report generator that allows users with minimal training to format reports that can be generated without the use of a standard programming language.

B.27 Operations Management

The Offeror must provide an online System to facilitate operational analysis and management of the Authority's parking violation writing operations. This Operations Management System (OMS) must provide an interface to the System to capture and record certain critical data relative to parking violations issued to the OMS System must be restricted to certain designated users.

1) **Officer Information Entry/Inquiry**

The System must provide and maintain a mechanism to create and maintain a table of badge numbers and associated officer names; such a table will be maintained only by certain specified users. The Authority's clerical personnel will provide the data entry for the required elements of information not available from the data recorded by the System in the course of normal parking violation data entry. The Authority will prepare, scan and transmit (via file transfer) files that represent each day's data. The System must facilitate the file transfer and load the data to the OMS database.

The OMS database must include the following fields of data:

- a) Badge number, name, area, and squad of each officer
- b) Date of patrol

- c) Supervisor badge number, name and the badge numbers of the officers assigned to that supervisor on a particular date of patrol
- d) Beat
- e) Patrol duty types and times for standard and overtime hours
- f) Non-patrol duty types and times for standard and overtime hours
- g) Number of parking violations issued for certain violation categories

OMS inquiry must be possible by:

- a) Officer
- b) Supervisor
- c) Patrol date

2) Chain of Command Maintenance

This OMS component must provide a record of the Parking Enforcement Officer (PEO) and PEO Supervisor reporting relationships in the parking violation writing branch. The OMS component must accommodate frequent changes in personnel and assignments, including the capability to accommodate temporary assignments. The chain of command information will be maintained by the Authority by certain restricted users. Inquiry must be possible by:

- a) Officer
- b) Supervisor
- c) Area/Squad
- d) Unassigned Officer(s)

3) Online Statistical Reporting

The OMS component must provide Authority management personnel with online reporting of PEO activity, including the capability to inquire by officer, squad and citywide statistics for any specified period of time. The following online reports must be provided:

- a) Officer time activity tracking summary
- b) Officer daily productivity
- c) Summary productivity reports by squad

The Authority reserves the right to require additional or modified online reporting capabilities.

B.28 Parking Kiosk Management

The Authority uses Cale pay-by-plate multi-space parking kiosks throughout the City. The System must maintain updated kiosk information.

Access levels to the kiosk management system will be varied, ranging from no access at all, inquiry access only, access to update only certain data fields, and access to update all data fields. The Authority will designate the access levels. The System will provide the capability to create and maintain outages and repairs for each kiosk as well as the entry of updated regulations singularly or for multiple kiosks on a block face. The System must provide the following:

- 1) Current kiosk status
- 2) Historical kiosk status for each kiosk

- 3) Kiosk number
- 4) Quad
- 5) Collection route
- 6) Repair district
- 7) Address (Block, Hundred, and Side)
- 8) Regulation (hour limit, days, time)
- 9) Installation Date
- 10) Pay By Phone Zone
- 11) Preventive maintenance cycle
- 12) Reporting:
 - a) Open Outage Reports
 - b) Statistical reports by area
 - c) Inventory Reports

The System must provide the capability for authorized Authority personnel to immediately access and generate outage reports for kiosk routes. In addition, reports pertaining to inventories, repair activities, etc., must be provided by the Offeror to the Authority.

B.29 Residential Permit Parking

The System must support the Authority's administration of a Residential Permit Parking (RPP) program, as provided by Ordinance. Vehicle license plates are recognized by the Authority as RPP credentials for permitted vehicles. RPP permits may be obtained in person at 35 North 8th Street, by mail or online at www.philapark.org. The System must provide an online mechanism for ordering and renewing permits. The System must accept all payment options, excluding cash, whether by mail, ACH, in-person or online. The System must deny RPP renewal to any registered vehicle owners with three or more outstanding parking, red light, speed violations, or a combination of. The System provided by the Offeror must allow Authority personnel to maintain and access residential parking data online. The System must record payments, fees and provide daily and monthly reconciliation reports for all payments and permit types.

Additionally, the System must be capable of supporting:

- 1) Establishment and maintenance of districts and accounts through online access to the RPP database.
- 2) Issuance and tracking of new, renewal and temporary (visitor) permits.
- 3) Online inquiry of district data by district, block, and address.
- 4) Online inquiry of permit data by state/plate, account, and permit number.

Permit records must be available for online inquiry by license plate number, account number, and name of permit holder. Accounts must be established for each household and must contain the following minimum information:

- 1) Permit holder name and residential address
- 2) Permit District
- 3) Permit holder mailing address (if different)
- 4) State/registration number

- 5) Vehicle year and make
- 6) Day and night phone numbers (10-digit format)
- 7) License plate number, permit type, effective date, and expiration date
- 8) Issuance method and batch number
- 9) Date, time, and clerk identification (all System-generated)
- 10) Comments
- 11) Amount and method of payment, including payment waived per Ordinance

Permit data must be available online to designated Authority staff as an integrated component of the System to facilitate the resolution of eligible parking violations issued erroneously to permit holders.

Permit holder license plate numbers, posted permit parking blocks and corresponding district must update in real-time to handheld enforcement devices. When a PEO enters the plate number, on a permit parking block, the officer will be prompted that the vehicle has an active permit for the corresponding district and will prevent the issuance of a parking violation for an overtime parking violation.

B.30 Contractor Parking Permits

The System must support an online Contractor Permit Parking (CPP) program that will support the Authority's administration of CPP as provided by Ordinance. The Authority provides special parking permits to contractors for periods up to six months. Vehicle license plates are recognized by the Authority as CPP credentials, the proper display of which indicates those vehicles eligible to park under alternate parking regulations to enforcement personnel. Original and renewal CPP "virtual" permits may be obtained by mail or email.

The System must record payments, fees and provide daily and monthly reconciliation reports for all payments and permit types.

Some contractors have only one permit. However, many contractors have permits for a number of vehicles in their Fleet. Permit records must be available for online inquiry by license plate number, account name, and name of permit holder. Accounts must be established for each company and must contain the following minimum information:

- 1) Permit holder name and mailing address
- 2) Phone number (10-digit format), and
- 3) Email address

Permit records must be established for each permit within each company account and must contain the following minimum information:

- 1) State/registration number
- 2) Vehicle year and make
- 3) License plate number, permit type, effective date, and expiration date
- 4) Date, time, and clerk identification (all System-generated)
- 5) Amount and method of payment

The System must be capable of adding and automatically updating one or more permits to each account. Permit data must be available online to the Authority.

B.31 Tow Lot Inventory System

The System must include a tow lot inventory system, for vehicles in custody at the tow lots, which complements and integrates into the boot and tow support system. Using a wireless handheld device, users must have the ability to retrieve, enter, and modify online records for towed vehicles remotely.

The functionality of the handheld device operates on a live, real-time connection by WIFI. In the event the device travels out of range, the device will still need to be utilized by the user to continue transactions against the local database. When the device comes back into a signal range, the device must automatically synchronize with the real-time database to reflect any changes the user made while outside of range.

The functionality of the handheld computers has two components:

1) **Lot Inventory Transactional Updates**

When an impounded vehicle initially arrives at the impoundment lot, the Tow Operator completes the tow request in their handheld device by entering the time the vehicle was dropped on the lot. An Impoundment Lot Officer then completes an intake on the vehicle, through use of a handheld device, by taking photos of the vehicle's condition, inventorying any visible contents, and verifying the vehicle's VIN (Vehicle Identification Number) and visible license plate and location within the impoundment lot.

After this information is captured and using a printing device, the Lot Officer prints a sticker which has a bar code listed along with pertinent information pertaining to the vehicle. This sticker is then placed on the windshield of the vehicle.

2) **Lot Inventory Bed Check**

The Bed Check is a physical inventory of all impounded vehicles within a tow lot in comparison to an impoundment lot's electronic inventory. A Bed Check is an option within the current System, that can be selected as a task. A user would select this option which would generate a report listing all impounded vehicles within the System's electronic inventory. The user would then physically scan the inventory stickers on each vehicle using a handheld device. Once this is complete, the user would generate a reconciliation report. This report would show what vehicles were not physically accounted for in comparison to what is showing through the System as still being impounded.

3) **Lot inventory Hardware and Software**

The functional capabilities of inventorying and the Bed Check process must be able to be supported through proposed hardware and software. For the purposes of responding to this RFP, the Offeror must provide integration services relative to any new and/or additional hardware required in the future to support these processes.

B.32 Boot and Tow Reporting

The System must provide a boot and tow reporting package. The reporting package must include, but not be limited to, the following: daily boot availability/inventory report of vehicles booted, towed, and released; inventory of vehicles in custody by lot and by state/plate; aged boot report for the prioritizing of towing; activity by the identity of Authority booting and towing crews; activity by boot number; authorized boots not confirmed; daily inquiry report; parking patterns of citizens with frequent violations; and a revised records report. The format of the reports is subject to approval by the Authority and the Authority reserves the right to modify the reporting package.

The System must include a viewable audit process. Offeror must describe such process in its proposal.

Additionally, the System must supply certain online reporting capability, enabling authorized users the ability to generate an on-screen display report of various ranges of data, such as booted vehicles on street, vehicles towed by tow date, vehicles on lot by make.

B.33 Philadelphia Municipal Court Interface

The Authority performs certain enforcement services by agreement with the Philadelphia Municipal Court, Traffic Division (PMC - TD). The PMC-TD has a file of state/plates that represent scofflaw citizens against whom vehicle seizure has been ordered. That file is included in the file that boot crews use for vehicle seizure and PMC-TD notified "system to system" of any seizures that the Authority completes on its behalf. Additionally, the PMC-TD is notified "system to system" of any Live Stop Tows completed as outlined in this RFP. Additionally, the Authority will not release a vehicle in custody in which the PMC-TD has an interest in until release has been provided by PMC-TD. Data transfer methods and protocols will be required to be established between the Authority and the PMC-TD. The Offeror will be responsible for designing and implementing such functionality, subject to the approval of the Authority.

B.34 Police Tow Lot Support

The System must provide online tow and inventory support for the Philadelphia Police Department's (PPD) vehicle impoundment program.

Vehicles are towed by PPD for a variety of reasons, most often during the investigation of crime. The PPD must clear a vehicle to be released, at which time a notice of release eligibility must be sent to one or more parties of record (owner by vehicle identification number, owner by license plates (if different), and recorded lienholder (if any)). Vehicles not picked up by owners or their authorized agents after 72 hours from release eligibility notification are charged tow and storage fees back to the date of release eligibility.

Inventory and noticing requirements for the PPD Impound must include the following:

1) **Data Recording**

A record created by PPD personnel on the System must include but not be limited to the following fields:

- a) Tow number
- b) Date and time of entry
- c) Clerk identity
- d) Police unit
- e) District control number
- f) PPD control number
- g) Lot row and space
- h) State/license plate
- i) Year, make, model, and color of vehicle
- j) Vehicle identification Number
- k) Location towed from
- l) Reason towed
- m) Release memo indicator (yes/no)

- n) Property number
- o) Comments
- p) Vehicle Condition
- q) Name and address of owner by license plate
- r) Name and address of owner by vehicle identification number
- s) Name and address of lienholder

Any information entered must be capable of online revision by certain authorized users.

2) **Notice Generation**

Based on data entry and certain conditions having been met, the police lot personnel must be able to generate letters from the system notifying some set of owners and interested parties (q-s above) of the impoundment of the vehicle with a Notice to Owner (of vehicle in custody). PPD is responsible for printing, stuffing, postage, and mailing.

3) **Notice of Eligibility for Release**

Based on additional data entry and certain conditions having been met, the PPD lot personnel must be able to generate letters notifying owners and interested parties (q-s above) with a Notice of Eligibility for Release of the vehicle. PPD is responsible for printing, stuffing, postage, and mailing.

4) **Remaining Noticing Sequence for PPD Unclaimed Vehicles**

Except for the notice above (Notice of Eligibility for Release), which is in addition to the notices sent by the Authority for vehicles impounded to its tow lots, all other notices generated for PPD tows follow the same noticing sequence as detailed in Noticing for Impounded Vehicles, detailed in Section D.16 of this RFP. The singular difference with respect to notices generated for unclaimed PPD tows is that, except for their initial Notice to Owner (of vehicle in custody), the date on which the rest of the noticing sequence begins, fees are calculated and on which subsequent notice logic is built is the date that the police have determined that the vehicle is eligible for release as opposed to the date on which it was towed. While most of the vehicles towed do not fall into this category, should a vehicle be impounded to a PPD lot for a "live stop" tow, the sequence (except as noted herein) must follow the noticing sequence described in Section D.9 of this RFP. Vehicles impounded to a PPD lot for any other reason must follow (except as noted herein) the noticing sequence in this RFP.

5) **Delinquent Debt**

The System must alert PPD personnel to the existence of any delinquent debt. and/or to a PMC-TD interest in the vehicle so that police personnel can direct the appropriate parties to satisfy such debt prior to release of the vehicle.

6) **Application of Storage Fees**

Any vehicles not picked up by an owner or authorized agent 72 hours after release eligibility notice generation must be assessed towing and storage fees back to the date of release eligibility under the same computation the Authority uses for parking violation tows. Payment of such fees and any other delinquent debt must simultaneously generate an indication that such debt has been satisfied to enable police personnel to release the vehicle.

7) **Reports**

- a) Inventory reports showing all vehicles according to the System are still on the lot.
- b) Outstanding Memos Weekly report showing vehicles in custody associated with open investigations.
- c) No Lienholder Report Weekly report showing all vehicles in custody for which PPD investigation has revealed no recorded lien.

- d) PPD Inventory Weekly report showing vehicles in custody information and reason for holding each vehicle.
- e) Audit report showing the release eligible vehicles that have not been released from the System.
- f) Correspondence Weekly report showing vehicle details for vehicles in custody for which letter of eligibility for release have been sent.

8) **Accessible Information to the Authority**

Information contained within the System must be accessible to Authority staff.

B.35 Unclaimed Vehicle Auction Support

Vehicles that remain unclaimed for a prescribed number of days after towed and impounded, or in the case of vehicles towed to the PPD lot, for a prescribed number of days after notice of eligibility for release and have been sent, may be sold at public auction. Currently, auctions are held twice weekly, are virtual and are conducted through a contracted online auctioneer. The Authority reserves the right to institute additional auctions, which will be supported by this contract. System must integrate with the Authority’s online auctioneer’s system so that important information such as, but not limited to, the vehicle’s make, vehicle’s model, vehicle VIN, internal Authority control number, and assigned auction number can be featured in auction vehicle listings.

Court Petitions are required to be furnished by the Authority to the Philadelphia Court of Common Pleas for unclaimed vehicles to be sold. The System must have the ability to prepare these petitions and calculate the amount of fees and fines on the vehicle’s scheduled date of auction.

The System must allow the entry of a future auction date and accurately calculate parking violation fines, penalties, and storage fees.

Following each auction, the net proceeds (gross sale price less costs including but not limited to auctioneer fees, court fees, and advertising fees) are (if available) distributed against the outstanding debt of each vehicle. Depending on the reason a vehicle was impounded, the System must calculate the correct application of proceeds of a vehicle sale under guidelines to be provided by the Authority. Upon application of funds, payments must be made towards Towing and Storage charges, parking violations listed in the System. Additionally, payment records for moving violations within the Philadelphia Municipal Court Traffic Division’s system must be generated.

Users of the System must be able to generate full vehicle sale reports, listing the vehicle’s information, amount due, fees due, parking violation fees due, vehicle sale amount, the amount applied to all fees, parking violations and remaining surplus.

System must be able to print notification of the completed sale of a vehicle to the vehicle’s owner, notifying them that their ownership interest in the vehicle has been extinguished and list any remaining proceeds from the vehicle’s sale after application of funds were made to all outstanding fees and fines. These proceeds can be claimed by the owner of the auctioned vehicle within one (1) year of the vehicle’s date of sale.

B.36 Account Based System

Offeror must provide an *account-based* System, such that:

- 1) Multiple plates belonging to the same owner must be linked to one individual account. This must enable notices to be sent to individual owners on multiple plates; collateralize boot eligibility and ensure that all debt owed by registered owners is assessed and collected in the event of vehicle seizures.

- 2) Additionally, the System must provide efficient methods for authorized users to search for amounts owed by account, owner name and address, and plate. Offerors must describe in detail their approach to fulfilling this requirement.
- 3) Authorized users must be able to search by owner name and address and receive a summary of all plates linked to each party with a count of all violations and the sum total of the amount owed on each plate. Users must be able to click on each plate summary record and view and print a detailed listing of violations with open balances and amounts due.

C. Technology

C.1 Compatible Handheld and Vehicle Mounted License Plate Recognition (LPR)

The System must include a handheld enforcement device that is compatible and integrated with current vehicle-mounted Genetec LPR systems, with real-time data transfer/upload/download. Parking Enforcement Officers (PEOs) must have real-time access to information and data obtained from both systems to identify a violating vehicle. Current handheld and mobile LPR solutions are not integrated.

C.2 Global Positioning System (GPS)

Proposed parking violation handheld and towing handheld enforcement devices must be GPS-enabled, providing a real-time and accurate account of where Tow Operators and PEOs are patrolling, a historic record of when and where parking violations are issued, and provide valuable enforcement data to allow the Authority to reallocate staffing resources when necessary.

C.3 Real-Time Handheld Parking Violation Data

Proposed handheld enforcement devices must be “live”, providing real-time and immediate upload of violation data to the System. The Authority must be able to view this data at any time.

C.4 Search and Update Capability

The System must allow users to search for any piece of specific data needed including but not limited to by name, VIN, vehicle, dates, address, and transactions. The search function must be user-friendly with minimal steps. All data must be automatically updated, without manual refresh activity on the part of System users.

C.5 System Integration

All solutions proposed through the System must integrate fully to provide the Authority with one comprehensive platform for all data and information needed.

C.6 System Scanning Accuracy

The Authority wants to minimize plate scanning errors through handheld or vehicle-mounted LPR technology in place. Examples of digits typically confused and inaccurately posted to parking violations:

Number	Letter
0	O
1	I
2	Z

Number	Letter
4	A
5	S
6	G
7	Z

Offeror must explain how their handheld solution minimizes these types of errors and promotes accuracy. Offeror must cite the proven scanning accuracy rate of the proposed equipment.

C.7 System Webpage Efficiency

System administrative web access must be comprehensive and user-friendly to streamline the process. A single landing page is preferable to make the experience simple and intuitive. User login must be secure, but quick, requiring minimal steps for efficiency. System must provide a self-service password reset function.

C.8 System Architecture and Coding

Architecture and coding must include quality assurance processes to prevent one problem's solution from creating another problem in another area of the System. System must include a test site for quality assurance purposes for changes, additions, or upgrades. System architecture must minimize multiple steps to complete a task versus multiple pathways which result in user delays and frustration.

C.9 System Hardware and Network Requirements

1) General Overview

The Offeror must indicate the optimal number and type of equipment that it will furnish for use by the Authority, the Offeror, and the Offeror's subcontracted personnel in providing the System and services detailed in these documents. The Offeror is expected to supply this information based on its experience with other systems of a comparable type and magnitude.

2) Data Center

- a) Location and Infrastructure - The Offeror's primary data center (PDC) must be situated in a geologically stable area and housed within a secure facility. The PDC infrastructure must ensure continuous operations, with all equipment connected to robust electrical power systems designed for consistent performance. It must seamlessly transition to emergency power in case of primary power failure, with backup power capable of sustaining critical operations indefinitely.
- b) Safety and Security Measures - The PDC must be safeguarded by state-of-the-art fire detection and prevention systems, as well as monitored by technical and security staff 24/7. Security measures must include access controls, surveillance systems, and comprehensive incident response protocols to mitigate risks from natural disasters or other disruptions.
- c) Disaster Recovery Planning - The Offeror is required to develop and annually test a comprehensive disaster recovery plan to ensure uninterrupted DPC operations. This plan must encompass remote backups of databases and applications, as well as provisions for relocating operations to alternate facilities as necessary.

3) Site Equipment

The Offeror must provide and maintain end-user equipment and scaled local area networks (LAN) to provide data communications to and from the System at but not limited to the Authority, BAA, PVB, PMC-TD and PPD. The System must enable communication with the Pennsylvania Department of Transportation (PennDOT). The Offeror must maintain the WAN environment in its entirety, and the LANs everywhere except at 701 Market Street (HQ). The Offeror must provide a help desk, staffed 24 hours a day, to also include subcontracting systems, to assist end users experiencing difficulty with either workstations, peripherals, or System transactions. Help desk technicians must be trained to analyze problems and resolve users' difficulties promptly and efficiently.

The Offeror must be responsible for making all line connections, dispatching repair personnel or telephone company installation, repair or testing actions, having the Offeror's own technicians make site visits as necessary to maintain the WAN/LAN environment as well as end-user workstations and peripherals.

4) Site Equipment Notes

- a) Cashiering equipment must be operated by the Offeror and is mentioned here only to the degree that it is a component of the LAN at each location. At HQ, the Offeror's equipment must be hosted by the Authority's LANs. The cashiering equipment at PMC-TD is presently supported by existing vendor-supplied LAN, provisioned to the PMC-TD under an unrelated contract. All of the equipment at BAA and PVB, including the LAN, must be supplied and supported by the Offeror.
- b) The System must provide a data communication link for the Authority's e-mail system and other systems that transmit data between HQ and remote locations for delivery of automated scheduled reports by email.
- c) The number of remote sites that the Offeror will be required to support under this contract will initially be based on the current number of remote sites detailed in this RFP. The Authority may add remote sites throughout the contract. Offeror must identify the costs for the cashier and all equipment needed to support a new remote site in their cost proposal.
- d) The Offeror must provide their ISP (Internet Service Provider) securely, including a Virtual Private Network (VPN), if needed, between the vendor and the Authority and redundant ISP for fail-over, if possible. The router configuration must respond to ISP fail-over automatically. If a primary ISP fails, the secondary ISP must automatically fail-over. The router configuration must also respond to changes in line conditions such that, when the VPN connection is restored following an outage, the communications link must be reestablished over the ISP without manual intervention. A POTS ("plain old telephone service") line and modem must be provided for remote diagnostics of the router. The Offeror must maintain service level agreements (SLAs) on all ISPs and any vendor secure network connections that are part of the communications network involving the transmission of data for the work under this contract.
- e) The Offeror must procure and install internet access to all current and future cashiering sites. The Offeror must be responsible for all printers and printer supplies for cashier use including but not limited to toner cartridges, paper, etc., and for all repairs and maintenance.
- f) The Offeror must be responsible for all printers and printer supplies for impoundment lot inventory use including but not limited to toner cartridges, thermal adhesive labels, paper, etc., and for all repairs and maintenance.
- g) If any supplied hardware does not include an on-site parts and labor warranty, the Offeror must provide such either with its own qualified technicians or by qualified contractors. Peripherals such as mice and keyboards must be replaced promptly, on an as-needed basis.

5) System Availability

The Authority must be notified with 72 hours advance notice and will provide approval for **scheduled** patches, updates or conditions that may require the System to be temporarily unavailable for use. All such patches and updates must be completed between the hours of 3:30 AM and 5:30 AM, Sunday, extending to the same times on additional days only with 72 hours prior notice to and approval from the Authority. Emergency **unscheduled** patches may be approved in a shorter time period by the Project Manager. All updates and patches of software and firmware must be provided by the Offeror and completed remotely, at no cost to the Authority and without interruption of the Authority's operations.

The mean response time for the System must be less than five seconds. The Offeror must maintain an aggregate online System up-time of not less than 99.99% of required utilization time.

The Offeror must notify all Authority locations that utilize the System of the occurrence of all downtime and must report to the location the root causes and expected duration of the downtime and the remedial measures planned. The Authority will supply the Offeror with a list of the locations, persons to be notified, and their telephone numbers and email addresses.

The Offeror must maintain a daily log of System downtime and must furnish the Authority with a weekly downtime summary, upon Authority request. The Offeror must respond within thirty minutes of a reported equipment or software failure by providing the onsite technical support at any of the Authority's premises (including but not limited to BAA, PPD, PMC-TD, and Authority impound lots, for the equipment related to this contract) as may be required. In instances of repeated System failures, the Authority may require that the Offeror provide additional onsite technical support on a full-time basis until the problem is permanently corrected. For equipment failure coverage, the Offeror must contract with its equipment suppliers to obtain service agreements requiring the supplier's personnel to respond within two hours of a reported equipment failure.

6) Ticketing Operations Equipment

The Offeror must supply 400 electronic handheld parking violation issuing devices (handheld enforcement devices), including printers, and all associated hardware and software to support the Authority's ticketing program. The Offeror must provide a data plan for all handheld enforcement devices and equipment used for enforcement. The Offeror must submit at least three such devices to the Authority for consideration. The devices must meet or exceed the technical specifications of the units currently in use by the Authority (Samsung Galaxy Handheld, Zebra Printer). All devices presented for consideration must, in addition to the capability of issuing a parking violation represented in Exhibit 3, be capable of storing and notifying the issuing officer of scofflaw vehicles based on a pre-loaded list of state plates. They must also be capable of identifying vehicles with valid various permits, mobile and kiosk payments. All devices presented for consideration must be capable of capturing photographic images of the vehicle in violation. The devices must be capable of storing those images for uploading to be attached to the parking violation in the System. All devices presented for consideration must be capable of transmitting, in real-time, location information on selected parking violations for the purpose of dispatching tow trucks to remove the vehicle. All photographs or other multi-media content must be transmitted from parking violation issuing devices to the System overnight no less often than immediately following the day the violation was issued. The Offeror must be required to develop the interface to accept and display information on vehicle location, state plate, vehicle make and model, and violation.

The Offeror must supply all carrying cases, screen protectors, and charging/docking stations for electronic handheld parking violation issuing devices, as well as any additional hardware and software to support the use of the devices. All handheld enforcement devices, scanners, printers, and all associated equipment must be replaced with then-current industry-leading and System-compatible units no less often than every three years from the time that the units go into service, at no cost to the Authority during the term of this contract. The Offeror must provide three replacement model options for the Authority's consideration and approval. Any handheld enforcement devices that are defective must be promptly repaired or, if applicable, replaced by the Offeror. In the event that the Authority or

its employees cause damage to equipment, that equipment must be repaired or replaced and invoiced at direct cost to the Authority. Handheld enforcement devices must be automatically updated as needed, without interfering with ongoing enforcement activity. The Offeror must provide a list of equipment that would be replaced throughout the contract term in **Tab S** of their proposal.

Should the Authority desire to purchase equipment in addition to what is required in this RFP, the Offeror would purchase such equipment and invoice the Authority at direct cost.

7) Towing and Impoundment Equipment

Towing and Impoundment must use the same electronic handheld enforcement devices utilized in issuing parking violations. The Offeror must supply 75 handheld enforcement devices and required associated equipment to the Towing and Impoundment Department. The Offeror must provide a data plan for all handheld enforcement devices and equipment used for towing and impoundment. The Offeror must supply all hardware and software to support the Tow Lot Inventory system described in this RFP. Handheld enforcement devices must be automatically updated as needed, without interfering with ongoing towing and impoundment activity.

The Offeror must supply all carrying cases, screen protectors, and charging/docking stations for electronic handheld enforcement devices as well as any additional hardware and software to support the use of the devices. All handheld enforcement devices, scanners, printers, and all associated equipment must be replaced with then-current industry-leading and System-compatible units no less often than every three years from the time that the units go into service, at no cost to the Authority during the term of this contract. The Offeror must provide three replacement model options for the Authority's consideration and approval. Any handheld enforcement devices that are defective must be promptly repaired or, if applicable, replaced by the Offeror. In the event that the Authority or its employees cause damage to equipment, that equipment must be repaired or replaced and invoiced at direct cost to the Authority. Handheld enforcement devices must be automatically updated as needed without interfering with ongoing towing and impoundment activity. The Offeror must provide in its proposal a list of equipment that would be replaced during the course of the contract term.

Should the Authority desire to purchase equipment in addition to what is required in this RFP, the Offeror would purchase such equipment and invoice the Authority at direct cost.

D. Operation

D.1 Information Technology Resources

The Offeror must have its own internal Information Technology department capable of supporting all software and hardware needs and remediation of any issues that may arise. This must ensure that the Offeror's dedicated IT personnel can promptly troubleshoot and rectify any issues specific to the System. Systems must be in place for Offeror's IT department to immediately receive alerts in the event of a System failure, with Authority IT staff and management copied on these alerts. The solution must not be dependent upon the Authority IT department.

D.2 Local Office and Onsite System Support

The Offeror must provide a minimum of three System support specialists, no less than one of which must be onsite full-time at the Authority's HQ, with the remainder officed in the City of Philadelphia within five miles of the Authority's HQ. All three System support specialists must be 100% dedicated to the Authority's contract, and responsible, on a full-time basis, for supporting operations.

The Authority will have the prerogative to establish priority among outstanding projects. The Offeror must provide the Authority with a weekly account or schedule of all past and planned System support activities. This commitment is in addition to staffing, detailed throughout section D of this RFP, to be proposed by the Offeror to provide appropriate ongoing support for the initial contract term and any renewal terms.

Approved quantities and responsibilities of onsite staff must be documented in the contract, with failure to adhere to such requirements triggering damages as specified in to-be-agreed-upon SLAs. On-site staff must work with the Authority throughout the course of the contract. These employees must be ready to start immediately upon commencement of System implementation and understand all aspects of the System.

D.3 Technical Support

The Offeror must provide ongoing management service for all hardware, software, cloud computing, equipment, servers, hard and soft connections, communication network, and other elements during the term of the contract.

Offeror must provide adequate initial and ongoing programming support to meet the Authority's existing and evolving development needs. Offerors will describe in their proposal the level of programming support with a minimum of three full-time programmers 100% dedicated to the Authority's contract.

The Offeror must identify the life expectancy of each piece of equipment, hardware, software, and other elements and when they would be replacing each for equivalent or upgraded item/element under normal usage.

The Offeror must provide a point of contact, referred to as the Project Manager or approved designee, who is located in the City of Philadelphia and must be available at all times, 24/7/365.

The Offeror must provide to the Authority, 30 days before System start-up, a regular and preventive maintenance schedule to ensure optimal System performance.

D.4 Customer Service Support

It is the Authority's intent to offer superior customer service across a wide variety of platforms. The Offeror must have experience in staffing and management of customer support services, including online, via postal mail, in-person, email, and telephone operations (live and Integrated Voice Response (IVR)). The Authority is looking for innovative, cost-effective and customer friendly solutions across all platforms. Offerors are encouraged to identify other types of customer service support they offer, such as customer facing knowledge-based software, online customer service portal, live chat, chatbot integration, mobile, telephone and online solutions, etc.

1) Customer Support Call Center

The Authority's operations require a high level of customer support. The Offeror must demonstrate that they are capable of handling, at the very least, the current volume of inquiries that are received.

Location: The current customer support/call center is in Philadelphia. The Authority prefers but does not require a customer support/call center located in Philadelphia.

Interactions: Currently, inbound calls to the Authority average 81,494 monthly.

Hours: The current customer support/call center hours of operation are Monday-Friday, 8:00 AM to 8:00 PM (EST). The Authority reserves the right to modify hours of operation based on Authority requirements.

- a) The Call Center must be in the United States.
- b) Customer service call center staff must be able to professionally handle at a minimum, but not limited to, the following types of inbound calls:
 - 1) General customer service support inquiries, such as the address and hours of operation at various Authority locations.
 - 2) General inquiries of Authority procedures and policies.
 - 3) Customer complaints (broken kiosks, defective signs, etc.), along with initiating back-end workflow for requests such as a broken kiosk or sign investigation, etc.
 - 4) Questions relating to parking violations, red-light camera, and speed violations, booted and/or towed vehicles, suspended vehicle registration, and auctions.
 - 5) Scheduling hearings with the Bureau of Administrative Adjudication.
 - 6) Suspending further action on violations to avoid penalty accrual and/or to generate necessary notifications to the customer.
 - 7) Updating information or changing responsibility of vehicle owner or Fleet designation.
- c) Customer service staff must speak fluent English and speak in a clear, professional manner always, delivering the highest quality of customer service support. Offeror must describe capabilities to provide live customer service in Spanish and other languages.
- d) The Authority will work with the Offeror to develop a comprehensive knowledge base for customer service staff utilization. The Authority must approve telephone scripts and standards for telephone interactions. The Authority will work with the Offeror to develop mutually established procedures regarding telephone interactions.

- e) The Offeror must describe how their System will monitor and report data to the Authority, including but not limited to number of live calls handled on a daily, weekly, monthly basis, average length of calls, number of abandoned calls, and types of issues handled.
- f) Offerors must also describe any proposed solutions for optimal customer service regarding a call center solution. Offerors must describe how they would handle the volume of calls. Offerors must also describe industry standards and statistics regarding best practices regarding customer interaction preference for customer service and how their operations must meet those standards.

Example – 60% of people prefer to use an online customer service portal when dealing with simple questions, and this is how the Authority’s operations would support that preference.

- g) The System used by the Offeror must have the ability to record live calls. Offerors must describe how calls are stored, the length of time they are stored, and how the Authority will access recordings of calls as needed.
- h) Offerors must describe their system for handling high volumes of inbound calls, including charts, work-flow processes, etc. Offerors must also describe their IT support regarding downtime, scheduled maintenance, updates, etc.

2) Integrated Voice Response System

The Authority requires a toll-free telephone number with an Integrated Voice Response system (IVR) for customer service support. Currently, inbound calls to the Authority average 81,494 monthly, with 44.35% handled through the IVR (36,122).

- a) At a minimum, the IVR must:
 - (1) Be available 24/7, 365 days a year.
 - (2) Be available in English and Spanish. (Offerors must describe what other language options they can provide through their IVR system).
 - (3) Accept voice and touch-phone keypad selection input from the caller and provide appropriate information in the form of voice answers or connection to a live operator.
 - (4) Allow customers to return to prior menus so that more than one transaction can be completed.
 - (5) Integrate with the System.
- b) The IVR must be in a menu-driven format that allows customers to return to the main menu for information on other topics and to access a live person during normal customer call center hours of operation.
- c) Offerors must describe how their System will provide access to deaf or hearing-impaired persons.
- d) Customers must be able to utilize the IVR for the following reasons, but not limited to:
 - (1) Retrieve information regarding a violation using a violation number, a “notice number,” a payment plan number, and any other means designated by the Authority.
 - (2) Pay a violation via credit/debit card and electronic fund transfer via Automated Clearing House network (ACH).
 - (3) IVR system must be able to process international payment transactions.
 - (4) Schedule a hearing to dispute a parking violation(s) with the Bureau of Administrative Adjudication.
 - (5) Retrieve information regarding their booted and/or towed vehicle.
 - (6) Report a broken parking kiosk.

- (7) Retrieve information regarding their vehicle registration suspension or installment payment plan.
- e) The IVR system must be easy to change due to circumstances such as emergency office closings, special events, or other circumstances determined by the Authority. Offerors must describe the process for their system regarding changing menu items, adding or deleting menu items, etc. Offerors must also note any limitations, such as a limit on the number of menu items, time limit for initial greeting, etc. Offerors must also describe the process for changing IVR menus, including response time by Offeror to make changes and the ability for the Authority to make changes when needed.
- f) The IVR system must be easy to navigate, intuitive and customer friendly. The Authority will work with the Offeror to develop mutually established procedures regarding the IVR menu and back-end process.
- g) Offerors must describe how their system will monitor and report data to the Authority, such as (but not limited to): number and types of IVR calls handled on a daily, weekly, monthly basis, average length of calls, number of abandoned calls, and number of IVR calls handled by specific language. Offerors must provide detailed financial reporting for IVR transactions. Offeror must indicate any further metrics they are able to provide to the Authority, along with examples of reports they currently use or have previously used.
- h) Offerors must describe any additional functions that their IVR system can handle, (ability for customers to leave a message, receive a call back without losing their place in the queue, or receive a scheduled call back, etc.), along with pictures, work-flow charts, graphics, etc. Offerors must also describe any additional proposed solutions for optimal customer service regarding an IVR system.

3) Lockbox Processing

The Authority receives an average of 12,967 pieces of mail monthly relating to violation payments and correspondence.

For 2023, the monthly breakdown of incoming processed mail is as follows:

Category	2023 Avg. Monthly	Notes
Payments	7,998	Processed mail payments
Correspondence	970	Letters sent by citizen to dispute a violation or submit a complaint
Nixies	1,835	Letters returned from USPS as undeliverable
Change of Address	2,164	Letters returned from USPS with an updated address

- a) The Offeror must obtain and maintain two (2) Philadelphia post office boxes, one for payments, and one for general correspondence/hearings. All must be in the name of the Philadelphia Parking Authority for postal mail delivery.
- b) Offerors must describe their process for mail processing, which details safeguards for timely processing. The Offeror must arrange for the receipt of mail to be delivered to the boxes at least twice daily unless alternative arrangements are approved by the Authority. The Authority will work with the Offeror to develop mutually established procedures regarding received mail.
- c) All mail must be opened, sorted, and processed in accordance with procedures mutually established with the Authority, including, but not limited to:
 - (1) Handling of payments (including but not limited to full payments, partial payments, payments received with correspondence, payments received from notices, payments received with violations, payments for which violations cannot be identified and Fleet payments).
 - (2) Depositing monies collected to Authority-designated account(s).

- (3) Scanning and indexing all correspondence received, including postmarked envelopes, checks, money orders, etc.
- (4) Online processing of documents received using the System (including scheduling hearings, suspending action on parking violations to avoid penalty accrual, initiating back-end workflow for requests such as a broken kiosk investigation, a defective sign, etc.).
- (5) Processing undeliverable mail.
- (6) Scanning and indexing correspondence images.
- d) The Authority will work with the Offeror to develop a comprehensive knowledge base for customer service staff utilization. The Authority will approve correspondence language.
- e) Offerors must describe, at a minimum, their daily reporting process for: number of items received, the number and dollar amount of items processed, and the number of items remaining to be processed at the end of each business day.
- f) Offerors must describe their capability for handling mail correspondence, including examples of processes they currently use, or have used previously.

4) **Web-Based Correspondence**

The Authority receives a monthly average of over 3,500 emails. The Offeror must provide a system by which individuals can electronically submit questions or complaints relating to violations. Offeror must demonstrate that they are able to professionally and timely answer e-mail correspondence.

- a) Offerors must describe their capability for handling mail correspondence, including examples of processes they currently use, or have used previously.
- b) All email must be responded to in accordance with procedures mutually established with the Authority, including but not limited to:
 - (1) Online processing of documents received using the System (including scheduling hearings, suspending action on violations to avoid penalty accrual, initiating back-end workflow for requests such as a broken kiosk investigation, a defective sign, etc.).
 - (2) Indexing documents to applicable parking violation(s).
- c) The Authority will work with the Offeror to develop a comprehensive knowledge base for customer service staff utilization. The Authority will approve email correspondence language. The Authority will work with the Offeror to develop mutually established procedures regarding received email.
- d) Offerors must describe their capability for handling web correspondence, including examples of processes they currently use, or have used previously.

5) **Online Customer Portal**

The Offeror must provide an online customer portal which enables customers to submit complaints and dispute parking violations through the Bureau of Administrative Adjudication, as well as through Authority administrative staff. The portal must be easy to navigate, user-friendly and intuitive.

The portal must at a minimum:

- a) Be accessible via all major web browsers and mobile devices.
- b) Provide a menu of options based on inquiry type, including but not limited to contesting a parking violation, report defective kiosks, report missing signs, etc.

- c) Be capable of uploading documentation to support the reason for contesting a parking violation or submitting a complaint.
- d) Integrate with the System and allow for an automated workflow to address disputes and complaints. All correspondence received through the portal must be linked to the parking violation(s) in the System and retrievable as other correspondence. Uploaded documentation must also be included in the linked file.
- e) Provide real-time updates to customers on the status of their submissions.
- f) Ensure compliance with relevant data privacy and security regulations.

The Offeror must explain their approach to user experience design and how they will ensure that the customer portal offers an intuitive and seamless experience for customers.

The Offeror must describe what methods or tools they employ to design user interfaces that are both aesthetically pleasing and functional across different devices and screen sizes.

The Offeror must describe how their chosen technologies align with industry best practices, scalability requirements, and future growth opportunities.

The Offeror must elaborate on their approach to implementing robust security measures to protect customer data, prevent unauthorized access, and ensure compliance with relevant data privacy regulations, examples being GDPR (General Data Protection Regulation, regulating the processing and collection of personal data), and CCPA (California Consumer Privacy Act, concerning consumer control over personal information), and/or others as applicable. Offeror must describe its security protocols, encryption standards, and access controls employed to safeguard sensitive information.

The Offeror must outline testing and quality assurance processes to ensure the reliability, performance, and usability of the online portal before launch, including functional testing, user acceptance testing, and accessibility testing to identify and resolve any issues or bugs proactively.

The Offeror must share their perspective on the importance of continuous improvement and innovation in maintaining and enhancing the online portal over time, including incorporating feedback from users and stakeholders, monitoring performance metrics, and implementing updates or new features to drive ongoing value.

(6) Online Chat/Chatbot Feature

The Authority is interested in a live chat/chatbot feature to assist customers with questions and administrative disputes. The live chat/chatbot feature must, at a minimum:

- a) Be an intuitive design for web and mobile platforms, compatible with all major web browsers.
- b) Handle common customer inquiries, provide information, and escalate to a live customer service representative when necessary.
- c) Integrate with the System.
- d) Ensure compliance with relevant data privacy and security regulations.
- e) Be scalable to handle increasing traffic and user interactions.
- f) Ensure minimal latency and high availability of the chat service.
- g) Include analytics and reporting tools to track usage, performance, and customer satisfaction.

The Offeror must explain in detail how their solution must address the customer service needs of the Authority. Details must include a description of the design, development, integration, and deployment process, along with proposed technologies and tools. The Authority will work with the Offeror to establish brand guidelines, along with tone and style.

7) Data Entry

The Authority requires that handwritten parking violations be entered into the System.

- a) The Authority and the Offeror will mutually establish procedures regarding editing, verification and defined verified fields, etc., during the System design phase. At a minimum, Offerors must demonstrate that they can:
 - (1) Scan and index handwritten parking violations.
 - (2) Provide software to enable data entry to take place.
 - (3) Provide parking violation data back to the System.
 - (4) Offerors must describe their data entry software, including examples of processes they currently use, or have used previously.
 - (5) Offerors must describe their process for providing reports documenting the data entry process, including, but not limited to:
 - i. Batch balance reports.
 - ii. Transaction error reports.
 - iii. Parking violation imaging batch control reports.

8) In-Person Customer Service Support/Cashiering

The Offeror must be responsible for staffing needs at various Authority payment locations as detailed below.

a) Parking Violations Branch (PVB).

Location: The PVB is currently located at 913 Filbert Street, Philadelphia.

Interactions: Customer Service Support staff at the PVB handle an average of 3,078 in-person customer interactions a month.

Hours: The PVB's current hours of operation are Monday through Friday, 8:00 AM to 6:00 PM, and Saturdays 8:30 AM to 1:00 PM.

The Offeror must be responsible for paying rent to the Authority at this location. The anticipated rent for PVB is \$30.00 per square ft. plus utilities. Currently, the space has 2,693 square feet and utilities are approximately \$1,300 per month.

The Offeror must demonstrate that they are able to handle, at the very least, the current volume of interactions. PVB Customer Service Support staff must, at a minimum:

- (1) Look up customer information in the System, using, at a minimum, information such as parking violation, notice or payment plan number, vehicle owner name, or vehicle license plate.
- (2) Accept and apply payments for parking violations, fees, and penalties.
- (3) Create payment plans for customers using the System.
- (4) Process payments for and facilitate the release of booted and/or towed vehicles.
- (5) Provide process for customers to file complaints or violation disputes.
- (6) Provide customers with general information.

b) Philadelphia Municipal Court-Traffic Division (PMC-TD)

Location: The Philadelphia Municipal Court- Traffic Division is currently located at 800 Spring Garden Street.

Interactions: Customer Service Support staff at PMC-TD handle an average of 333 in-person customer interactions a month.

Hours: The PMC-TD's current hours of operation are Monday through Friday, 8:00 AM to 5:00 PM.

Offeror must demonstrate that they are able to handle, at the very least, the current volume of interactions. PMC-TD Customer Service Support staff must, at a minimum:

- (1) Look up customer information in the System, using, at a minimum, information such as parking violation, notice or payment plan number, vehicle owner name, or vehicle license plate.
- (2) Accept and apply payments for parking violations, fees, and penalties.
- (3) Process payments for and facilitate the release of booted and/or towed vehicles.
- (4) Provide process for customers to file complaints or violation disputes.
- (5) Provide customers with general information.

c) Authority Impoundment Lot #10

Location: The Authority's designated Impoundment Lot 10 is currently located at 6 East Oregon Avenue.

Interactions: Customer Service Support staff at the Impoundment Lot handle an average of 2,582 in-person customer interactions a month.

Hours: The Lot's current hours of operation are:

Monday through Thursday 7:00 AM to 9:30 PM

Fridays 7:00 AM to 3:00 AM

Saturdays 9:00 AM to 3:00 AM

Sundays 10:00 AM to 8:00 PM

Offeror must demonstrate that they are able to handle, at the very least, the current volume of interactions. Impoundment Lot Customer Service Support staff must, at a minimum:

- (1) Look up customer information in the System, using, at a minimum, information such as parking violation, notice or payment plan number, vehicle owner name, or vehicle license plate.
- (2) Accept and apply payments for parking violations, fees, and penalties.
- (3) Process payments for and facilitate the release of booted and/or towed vehicles.
- (4) Provide process for customers to file complaints or violation disputes.
- (5) Provide customers with general information.

d) Authority Impoundment Lot #6

Location: The Authority's designated Impoundment Lot 6 is currently located at 4601 Bath Street.

Interactions: This Lot is not currently providing cashiering services, so there is no estimate of annual interactions. The Authority anticipates activity levels similar to Lot 10.

Hours: The Lot's current hours of operation are:

Monday through Friday 8:00 AM to 9:30 PM

Saturday 9:00 AM to 5:00 PM

Sunday 4:00 PM to 8:00 PM

Offeror must demonstrate that they are able to handle, at the very least, the current volume of interactions. Impoundment Lot Customer Service Support staff must, at a minimum:

- (1) Look up customer information in the System, using, at a minimum, information such as parking violation, notice or payment plan number, vehicle owner name, or vehicle license plate.
- (2) Accept and apply payments for parking violations, fees, and penalties.
- (3) Process payments for and facilitate the release of booted and/or towed vehicles.
- (4) Provide process for customers to file complaints or violation disputes.
- (5) Provide customers with general information.

e) **Authority Impoundment Lot #7**

Location: The Authority's designated Impoundment Lot 7 is located at 6801 Essington Avenue. This location does not currently offer cashiering services. The Authority intends to add cashier services to Lot 7 during the term of this contract.

Interactions: This Lot is not currently providing cashiering services, so there is no estimate of annual interactions.

Hours: The Lot's cashiering hours of operation are to be determined.

Impoundment Lot Customer Service Support staff must, at a minimum:

- (1) Look up customer information in the System, using, at a minimum, information such as parking violation, notice or payment plan number, vehicle owner name, or vehicle license plate.
- (2) Accept and apply payments for parking violations, fees, and penalties.
- (3) Process payments for and facilitate the release of booted and/or towed vehicles.
- (4) Provide process for customers to file complaints or violation disputes.
- (5) Provide customers with general information.

The Authority observes the following holidays, on which in-person cashiering stations are not staffed: New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous Peoples' Day, Veterans' Day, Thanksgiving Day, and Christmas Day. The Authority must approve any additional observance days.

The Authority may add, remove, or modify cashiering sites, and operating hours and days.

The Offeror must provide staffing sufficient to operate the cashiering stations during the above hours. Any preparation necessary prior to opening the cashiering stations must take place in advance of the scheduled opening. Any close-out activity must take place after the scheduled closing time.

The Offeror must state its minimum staffing levels for each operating day and must be prepared to expand that staffing total as needed to accommodate projected increased activity levels.

Hours of operation for current or future in-person cashiering sites are subject to modification by the Authority.

9) **Additional Requirements**

The Offeror must provide all necessary staff and equipment for all locations, including, but not limited to copiers, scanners, cashiering workstations, lockbox processing equipment, voice telephone equipment, including digital recording technology, data entry equipment, uniforms (sport jackets) name tags, security systems for cash handling

areas, and equipment maintenance support to fulfill their contractual obligations. The Offeror must also pay rent and utilities for space occupied in the Parking Violations Branch. The Offeror must also pay for courier services, post office pick-ups, armored car services, and ISP.

- a) The Authority will work with the Offeror to develop mutually established procedures regarding in-person, online, mail, and telephone interactions.
- b) The Offeror must work in accordance with the hours of operation, additional or different locations, and procedures established by the Authority. The Authority reserves the right to adjust hours, locations of operations and procedures to accommodate the greatest overall customer need.
- c) For all customer service support, the Offeror must describe how they will meet the Authority's current volume of interactions, whether online, in-person, mail, or telephone. Offerors must also describe how they must handle staff scheduling regarding emergencies, special events, new programs offered by the Authority or mandated through legislation that would increase the workload, and/or any other circumstances the Offeror may consider important to note.
- d) Offerors must provide a language access plan for points of customer contact.
- e) Offerors must describe any solutions they may have regarding reducing wait times, either in-person or on the telephone. The Authority is interested in cost-effective, in-person, self-service technology, such as payment kiosks on location, or other innovative technology to reduce wait times.
- f) Offerors must describe how their total solution represents the best value for the Authority. Using specific examples, the Offeror must describe how they provide thought leadership and innovation and how their experience will directly benefit the Authority. The Authority also encourages Offerors to suggest new, innovative and customer-friendly solutions regarding customer service support.

The Authority expects to add in-person cashiering station locations over the course of this contract term. In-person customer service hours of operation are subject to modification by the Authority at the Authority's prerogative.

10) Service Level Agreements

The Offeror will be expected to adhere to mutually established Service Level Agreements (SLA). Offerors must describe their processes for capturing and reporting information that includes, at a minimum:

- a) **Customer satisfaction.** Offerors must describe how they must measure customer satisfaction, including the use of online, in-person, mail, and telephone surveys. Offerors must also include examples of customer service surveys they have previously used or currently use, along with the results from such surveys.
- b) **Customer Service Reports.** For telephone interactions: Number of calls received, number of calls answered, number of abandoned calls, average customer wait time, average talk time, service levels, trends, peak volume times, longest response times and any other statistics whether as a whole or by individual staff.
- c) **In-person interactions.** Number of walk-in customers, average wait time, average length of interaction, types of interactions (payment, general inquiry, payment plan, booted vehicle, etc.), service levels, trends, peak volume times and any other statistics whether as a whole or by individual staff.
- d) **Written correspondence/email.** Number and type of correspondence received, number of responses, average customer wait time for a response, service levels, trends, and any other statistics whether as a whole or by individual staff.

Offerors must describe their plan for monitoring and reporting Service Level Agreements, including submitting examples of reports, dashboard capabilities and/or client web portal on SLA performance that must be available to the Authority. Offerors must also include information regarding the ability for ad-hoc reporting, if requested by the

Authority. Details must include if the reports/information can be accessed by Authority staff independent of the Offeror.

Offerors must include their process to identify trends and how they use data analytics to improve their services. Offerors must describe how they will achieve improvements in quality of services (e.g., reducing errors).

Offerors must describe their process if they do not meet mutually agreed upon Service Level Agreements (e.g., is there a percentage reduction in monthly fees, a fixed cost "per error," etc.).

11) Training & Knowledge Management

The Authority expects the Offeror to maintain a high quality of service with no service disruptions during the entire term due to loss of knowledge or lack of adequate training. The Authority expects continuous and ongoing improvement that enhances the Authority's knowledgebase and optimizes service delivery. The Authority expects that training materials, programs, and knowledge management systems must be continuously updated to reflect current operations.

- a) The Offeror must be responsible for the development and maintenance of all customer service support-related documentation. This includes, but is not limited to:
 - (1) All user training materials.
 - (2) Manuals.
 - (3) Call scripts.
 - (4) Correspondence language.
 - (5) Policies and procedures.
- b) The Authority will provide the Offeror with Authority-specific information for customer service support (policies, procedures, etc.). The Authority will have final approval over all training materials used.
- c) Offerors must describe their approach, methodology, and tools used for training, as detailed in Section E.4 of this RFP. Offerors must include a description of how they plan to develop training plans and provide ongoing training.
- d) Offerors must describe how they monitor customer service support staff while on calls, during in-person interactions, and quality control processes for all correspondence and online interactions. Offerors must describe how records of all monitoring activities, live or recorded, will be made available to the Authority and submit examples of reports that they currently use.
- e) Offerors must describe their hiring and screening practices for customer service support staff, along with metrics regarding staff retention, such as annual agent attrition rate (voluntary and involuntary turnover).
- f) Offerors must describe their overall approach to document management. Offerors must describe the tools, processes and personnel that must be used to manage ongoing service-related documentation.
- g) Offerors must include an explanation of its approach to management. Offerors must include a plan for implementing and monitoring the services offered; organizational chart showing the relationship between all team members; the roles and responsibilities of team members, strategies, tools, and safeguards for ensuring timely, quality performance. performance of all required services, equipment, software, and hardware considerations; training and on-going support; and any other additional factors for the Authority's consideration.

D.5 Management Information and Control Reporting

The Offeror will provide the issuance of noticing, financial, operational, accounting, management, control, and other reports that are required by the Authority for the administration of the System and the execution of its responsibilities and monitoring of the performance of the Offeror. The Offeror will provide real-time reporting and the ability to schedule reports to be delivered to one or more email addresses. The data and information needs of the Authority require wide-ranging, comprehensive, detailed, accurate, timely, and functionally integrated reports.

The Authority always retains the right to require the modification or enhancement of its reporting requirements.

Following are some examples of the types of reports required for the Authority management. These examples are not intended to represent the complete reporting needs of the Authority management but are provided for illustrative purposes.

1) Management and Operational Reports for Violations Issuance

- a) A report that provides a count of each type of violation issued by issuing agency and agents, for each "beat."
- b) A report that analyzes issuing agents' monthly performance by highlighting missing data fields by issuing agent.
- c) A report that analyzes violations issued per agency and subsequent dismissal activity by reason code.
- d) A report of out-of-state violation issuance by state with subsequent payment and noticing activity.
- e) A report that displays the number of violations issued by violation category by area.
- f) A report that lists tickets for which the make of the vehicle supplied by the DMV does not match the make recorded on the ticket.

2) Financial Management and Operational Report

- a) A detail report that includes every fee category (violation, booting, tow, storage, etc.) from every payment source (web, over the counter, phone, ACH, debt collection, image cash letter, etc.).
 - (1) Must include every monetary change made in the system and include user identification.
 - (2) Report must also include but not be limited to overpayment amount, payment type, check number, cc type, cc number (last 4), cc auth #, violation #, notice #, etc.
 - (3) This report must have the ability to be run anytime, with real-time data, for any timeframe (month, day, year, hour, minute, second).
 - (4) A detailed and summary version is required.
- b) Each payment source/location will need a reconciliation report that includes only revenue received on that day and does not include any corrections or postings done after the fact by office personnel or supervisors.
 - (1) These reports should be set up for automatic email delivery by 7:00 AM the following morning.
 - (2) The data shown for each source should be customizable as relevant information varies from source to source.
- c) A report of fiscal year violations with payments by violation type, including location of payment.
- d) A report summarizing the number of violations with payments and the associated dollar value collected in the fiscal year by fiscal year of issuance.

- e) A report of monthly payments collected, and the number of violations paid stratified by the age of the violation.
 - f) A report of the number and dollar amount of violations paid by month of issuance and the last notice associated with payment.
 - g) A report of Pennsylvania and out-of-state violation issuance totals by fiscal year and the amount due in fines and penalties.
 - h) A report of Pennsylvania and out-of-state violations unpaid by month of issuance and last notice sent.
 - i) A report of Pennsylvania and out-of-state full and partially paid violations by month of issuance and the notice associated with payments.
 - j) A report summarizing ticket complaints received by issuing agency, type of complaint, and disposition of complaint.
 - k) A report listing the tickets for which ownership information (e.g., names and addresses) has not been provided by the respective DMV.
 - l) A report summarizing the vehicle storage fees collected for each month, separated by Authority and PPD, and showing the amount of parking excise tax collected.
- 3) **Dunning Notice Management and Operational Reports**
- a) A report of Pennsylvania and out-of-state violations with an amount due that have not received a notice and the reason for not noticing.
 - b) A summary report, fiscal year to date, that provides the total number of violations issued, the number noticed by notice type, and the number not noticed.
 - c) A report that analyzes missing tickets based on logic supplied by the Authority.
- 4) **Fleet Processing and Noticing Reports**
- a) A report of daily entity adds, changes and terminations.
 - b) A report of daily state/plate additions and deletions.
 - c) A report listing all active and terminated registrations for a specific Fleet, range of Fleets or all Fleets.
 - d) A report listing a full history of violations associated with a Fleet account, along with payment history, including overpayments.
 - e) A report listing a full history of violations associated with a license plate, along with payment history, including overpayments.
 - f) A consolidated billing report prepared on a monthly, or other periodic basis, for the Authority to send to enrolled Fleet managers.
 - g) The ability to create on-demand reports based on various Fleet account parameters.
- 5) **Other Management and Operational Reports**
- a) A report of Pennsylvania and out-of-state violations by month of issuance (for a several-year period) summarily categorizing payment and dismissal activity by closed violations and the listing of open violations status.
 - b) A report analyzing the amount and breakdown of violation dismissals.

- c) A report listing Top Violations Citizens. Presently, these are registrants who owe \$500 in violations and penalties for specific time parameters.
- d) Ad hoc user-produced reports. The System must include a robust user-friendly ad hoc reporting system. This system must enable designated Authority users to independently develop and generate a wide range of financial and operational reports. All System data points must be available for ad hoc reporting, which must be fully customizable and easily exported into CSV and Excel files.

6) Audit and Control/Transaction Update Reports

The Offeror will be required to provide audit and control reports in accordance with guidelines provided by the Authority. These reports must be generated daily, weekly, and monthly and to the extent possible should be done in an automated fashion. These reports must include, by way of example and without limitation, the following features: the number and type of all transactions together with associated dollar values (the processing of skeleton transactions must be accounted for in addition to the subsequent update of an existing skeleton transaction to a 'real' transaction), the segregation of all transactions by batch or online category, a reporting of system generated activities (such as the application of penalties), a statement of gross and net income of the System, a reconciliation of cash deposits and payments recorded against the System, and a summary of overpayments in state-plate order by violation number with associated dollar values.

The System must also provide detailed audit trails of every transaction that is recorded against the System and these audit trails must permit a reconciliation of all transactions against their associated source documents.

7) Parking Violation Inventory Reports

The Offeror will be required to provide a complete and comprehensive set of reports relating to the distribution and issuance of parking violations. The parking violation inventory system must track and report on the issuing agency and division that has received parking violation blanks from inventory and assign skeletal or unapplied transactions and missing parking violations to the responsible agency, division, and applicable badge number.

8) Booting Reports

a) Active Boot Report

- (1) By selecting a date range and a booting crew, users will be able to see how many active boots there currently are.
- (2) Report provides the following: the plate, when the boot record was created including the time, the status of the boot, boot number, location, dispatch created, tow operator, dispatched time, arrival time, total number of records for the range.

b) Boot Conversion Report (Requests by PEOs)

- (1) By selecting a date range and a booting crew, users will be able to see how many boots were the result of PEO's discovering boot eligible vehicles.
- (2) Report provides the following: total boot requests and total boot converted.

c) Boot Summary by Zip Code

- (1) By selecting a date range and a booting crew, users will be able to see how many vehicles were booted within each zip code.
- (2) Report provides the following: Zip Code and total number

d) **Boot to Tow Conversion**

- (1) By selecting a date range and a booting crew, users will be able to see the date and time of vehicles being booted and the date and time of when they were towed.
- (2) Report provides the following: plate, boot date/time, boot number, tow date/time

e) **Confirmed Boots (Requested by PEOs)**

- (1) By selecting a date range and a booting crew, users will be able to see specific information on vehicles which were booted as the result of PEO's discovering boot eligible vehicles.
- (2) Report provides the following: booting crew, boot number, boot status, status date/time, state/plate/vin, location, zip code, make, color.

f) **Boot Crew Assignment Summary (Requested by PEOs)**

- (1) By selecting a date range, users will be able to see the number of PEO Boot Requests by booting areas.
- (2) Report provides the following: booting area and number of requests

g) **Crew Assignments (Requested by PEOs)**

- (1) By selecting a date range and crew, users will be able to see the number of PEO Boot Requests sent to each Booting crew along with detailed information.
- (2) Report provides the following: booting crew, boot number, date/time vehicle was booted, state/plate/vin, location, zip code, make, color, status of boot eligible vehicle

h) **Daily Boot 7 Report**

- (1) By selecting a date range and crew, users will be able to see the number vehicles booted under boot device number seven (7) along with detailed information.
- (2) Report provides the following: booting crew, boot 7 designation, date/time booted, state/plate/vin, location, vehicle make, vehicle color, vehicle boot status

i) **Daily Boot Release Report**

- (1) By selecting a date range and crew, users will be able to see a listing of booted vehicles that were released from booted status in the system.
- (2) Report provides the following: a record ID number unique to the booting enforcement action, the booting crew number that released the boot, the date/time the boot was released, the release status (what type of release), paid status, boot crew number who booted the vehicle, boot number, state/plate/vin, location of the vehicle, make and color

j) **Daily Boot Release Report – Paid Release**

- (1) By selecting a date range and crew, users will be able to see a listing of booted vehicles that were paid boot releases which were released from booted status in the system.
- (2) Report provides the following: a record ID number unique to the booting enforcement action, the booting crew number that released the boot, the date/time the boot was released, the release status (what type of release), paid status, boot crew number who booted the vehicle, boot number, state/plate/vin, location of the vehicle, vehicle make and vehicle color

k) **Daily Boot Release Report – Tow Release**

- (1) By selecting a date range and crew, users will be able to see a listing of booted vehicles where the boot device was released for the purpose of the vehicle being towed.

- (2) Report provides the following: a record ID number unique to the booting enforcement action, the booting crew number that released the boot, the date/time the boot was released, the release status (what type of release), paid status, boot crew number who booted the vehicle, boot number, state/plate/vin, location of the vehicle, vehicle make and vehicle color

l) Daily Boot Report

- (1) By selecting a date range and crew, users will be able to see a listing of booted vehicles
- (2) Report provides the following: the boot crew number who booted the vehicle, boot number, the date/time the boot was placed, location of the vehicle, zip code, the vehicle's make and color, boot status of the vehicle

m) Daily Escape Boot Report

- (1) By selecting a date range and crew, users will be able to see a listing of booted vehicles where the booting device was illegally removed
- (2) Report provides the following: the boot crew number who booted the vehicle, boot number, the date/time the boot was placed, location of the vehicle, the vehicle's make and color, release crew who confirmed the device was not on location and the paid status of the vehicle

n) Deleted and GOA Reports

- (1) By selecting a date range and crew, users will be able to see a listing of vehicles which the booting process began, and the vehicle was either not booted or left the location.
- (2) Report provides the following: a record ID number unique to the booting enforcement action, the boot crew number who created the record, status of the record, GOA date/time, Deleted date/time, state/plate

o) MDT Inquires Report

- (1) By selecting a date range and crew, users will be able to see a listing of license plate inquiries that came through the MDTs in the booting vehicles.
- (2) Report provides the following: booting crew number, boot number, date/time, number of scanned hits which confirms if the plate was booted, state/plate/vin, location of the vehicle, make of the vehicle, color of the vehicle and boot status of the vehicle.

p) Yearly Boot Summary

- (1) By selecting a year, users will be able to see a count of booted vehicles per crew, per month for the year.
- (2) Report provides the following: booting crew number, each month and the grand total for each month and the overall year

9) Towing & Impoundment Reports

a) Activity Report

- (1) This report shows the amount of time for a tow record ID number from its beginning to its end.
- (2) Report provides the following information: tow record ID number, request date and time, accepted date and time, time between request and acceptance, arrival date and time, time between acceptance and arrival, pick up from scene date and time, time between arrival and pick up, drop off at lot date and time, time between pick up and drop off at lot

b) Airport Relocation Report

- (1) By selecting from a range of dates and times, users can see the records of relocated vehicles at the Philadelphia International Airport.
- (2) Report must provide the following: created dispatch or job number, user record created by date and time entered, status, vehicle license plate and state, vehicle make, vehicle model, where the vehicle was picked up from and where the vehicle was dropped off at with a total of records within the report tabulated.

c) Average Days on the Lot

- (1) Users will select a date range and a list of vehicles impounded during that range will appear along with the time frame they were or are still sitting on the impoundment lot.
- (2) Report must provide the following; impoundment lot, tow record ID, vehicle status, tow date, released date (if applicable), days on lot, vehicle license plate number and state, tow reason

d) Bed Check

- (1) Users will select an impoundment lot and the date for which the bed check has been completed. The report will then show the user what vehicles are on the lot and if they were scanned during the bed check process.
- (2) Report must provide lists for vehicle scanned and matched, vehicles scanned and not matched, and vehicles not scanned for each impoundment lot the report is being run for.
- (3) The report must show the following for each of the three scenarios; row, space, tow record ID, vehicle license plate and state, vehicle vin number, vehicle year, vehicle make, vehicle model, vehicle tow date and time, current vehicle auction number, if the vehicle was scanned and if the row
- (4) Additionally, a data table must also be included in the beginning of report showing the following: Impoundment Lot #, Lot Officer badge who performed the bed check, the bed check start and end time, total inventory of the impoundment lot, total scanned vehicles, total missed vehicles, totaled matched, total unmatched/updated.

e) Boot Impound

- (1) By selecting a date range, users will see a listing of all boot impounds for a given time frame.
- (2) Report must provide the following: impoundment lot, tow record ID, record entered by, entered date, tow operator badge, impound date and time, tow reason, vehicle status, vehicle license plate and state, vehicle make, vehicle model and location. A total of all records and a summary data table showing each impoundment lot and totals of boot tows for each impoundment lot.

f) Crew Seizure Summary

- (1) By selecting a date range and time, users will see a listing of summary of tow totals for each tow operator badge.
- (2) Report must provide the following totals for each tow operator, boot tows, straight tows, game day tows, live stop tows, medium straight tows, medium live stop tows, Pennsylvania State Police (PSP) accident tows, PSP safety tows, PSP live stop tows, PSP courtesy tows, truck straight tows, truck live stop tows, truck immobilization tows, residential truck enforcement, unregistered vehicle tows, failure to display tows, total tows, average daily tows, average monthly tows.
- (3) Additionally, the report will need to show the following for each tow operator badge, relocate tows, transfer tows, return to owner tows, goa tows

g) Crew Seizure Detail Report

- (1) By selecting a date range and time, users will see a listing of tow vehicles and summary totals for each tow operator.
- (2) This report has the same information as the Crew Seizure summary with the addition of the license plate and state and tow record ID number of each towed vehicle.

h) Live Stop Impound Report

- (1) By selecting a date range, users will see a listing of all live stop impounds for a given time frame.
- (2) Report must provide the following: impoundment lot, tow record ID, tow operator badge, impound date and time, vehicle status, vehicle license plate and state, vehicle vin, Police car number, location. A total of all records and a summary data table showing each impoundment lot and totals of live stop tows for each impoundment lot.

i) Neighborhood Enforcement

- (1) By selecting a date range, users will see a detailed listing of towed vehicles unique to the Authority's Neighborhood Enforcement Unit.
- (2) Report must provide the following: impoundment lot, tow record ID, tow reason, towed date, vehicle status, released date (if applicable), vehicle license plate and state, vehicle make, vehicle model, location the vehicle was towed from, days on lot, auction bid amount (if applicable), tow fee owed, auctioned tow fee applied (if applicable), storage fees owed, auctioned storage fees applied (if applicable), auctioned parking tickets applied (if applicable), auctioned moving tickets applied (if applicable), auctioned traffic court fee applied (if applicable), Auctioned Registration Suspend processing fee (if applicable) total amount, net sale, amount paid, auctioned surplus (if applicable)

j) Neighborhood Enforcement Excel

- (1) By selecting a date range and a towing reason, users will see a list of towed vehicles unique to the Authority's Neighborhood Enforcement Unit.
- (2) Report must provide the following: impoundment lot, tow record ID, tow reason, towed date, vehicle status, released date (if applicable), vehicle license plate and state, vehicle make, vehicle model, location the vehicle was towed from, days on lot, tow fee owed, storage fees owed, total amount of towing and storage fees owed, total amount paid, total amount auctioned, auctioned surplus.

k) PPD Vehicle on Lot

- (1) By running this report, users will see a current list of vehicles at the Philadelphia Police Department Impoundment lot.
- (2) Report must provide the following: PPD tow number, tow record ID number, vehicle license plate and state, vehicle vin, vehicle make, vehicle model, vehicle color, 100 letter date, 200 letter date, 300 letter date.

l) PPD Vehicles Released

- (1) By selecting a date range, users will see a listing of vehicles released from the Philadelphia Police Department impoundment lot.
- (2) Report must provide the following: impoundment lot number, tow record ID, PPD tow number, vehicle received date, vehicle released date, towing reason, status of the vehicle, vehicle license plate and state, vehicle vin, vehicle make, vehicle model.

m) Private Wrecker Tows

- (1) By selecting a date range, users will see a listing of vehicles which were towed to by the Authority's towing subcontractor.
- (2) Report must provide the following: Tow record ID number, system user ID number who created the record, date and time the record was entered, tow operator badge number, tow company, tow reason, status of the vehicle, vehicle make, vehicle model, vehicle license plate and state, location vehicle was towed from.

n) Relocate Dispatches

- (1) By selecting a date range, users will see a listing of vehicle relocations performed by Authority personnel. This includes vehicle relocations done both on the street and at the Philadelphia International Airport.
- (2) Report must provide the following: created dispatch or job number, user record created by, date and time entered, status, vehicle license plate and state, vehicle make, vehicle model, where the vehicle was picked up from and where the vehicle was dropped off at with a total of records within the report tabulated.

o) Revenue

- (1) By selecting a date range, users will see a detailed listing of fees collected for individual booted and/or towed vehicles
- (2) Report must provide the following: tow type (either live stop or non-live stop), record ID, tow reason, tow date, released date, boot fee amount collected, tow fee amount collected, and total of all fees collected for a particular record. Additionally, a summary table showing the totals from all records for tow types (live stop or non-live stop), boot fees, tow fees and storage fees along with a calculated total for each of the fees must be shown.

p) Revenue Summary

- (1) By selecting a date range, users will see a listing of summary amount of enforcement fees collected.
- (2) Report must provide the following: total amount of boot fees paid, total amount of tow fees paid, total amount of storage fees paid, and grand total of all fees collected.

q) PSP Impound

- (1) By selecting a date range, users will see a listing of all PSP impounds for a given time frame.
- (2) Report must provide the following: impoundment lot, tow record ID, tow operator badge, who entered the record into the system, date and time entered, tow reason, current vehicle status, vehicle license plate and state, vehicle make, vehicle model, tow location and PSP badge number. A total of all records and a summary data table showing each impoundment lot and totals of PSP tows for each impoundment lot.

r) Straight Tows Impound

- (1) By selecting a date range, users will see a listing of all straight tow impounds for a given time frame.
- (2) Report must provide the following: impoundment lot, tow record ID, tow operator badge date and time entered, tow reason, current vehicle status, vehicle license plate and state, vehicle make, vehicle model, tow location. A total of all records and a summary data table showing each impoundment lot and totals of straight tows for each impoundment lot.

s) **Total Vehicles Pulled**

- (1) By selecting an impoundment lot, a report generates showing pulled auction vehicles.
- (2) Report must provide the following: a date range of, tow record ID, tow date, pull reason, pull date, user ID who pulled the vehicle from auction, license plate, vehicle year, vehicle make, vehicle model, vehicle vin, old auction number, new auction number and new scheduled auction date.

t) **Tow Operator Log by Year**

- (1) By selecting a year, total tow stats will appear for each month for every tow operator over the course of a year.
- (2) Report must provide the following: tow operator's badge number, every individual month, totals for each tow operator for every month and the entire year.

u) **Tow Operator Log Detail**

- (1) By selecting a date range, a range of time and a tow operator, users can see a tow operator's logs for a certain parameter. This information is pulled from the tow operator's handheld device.
- (2) Report must provide the following: tow operator's name, badge number, truck type, truck number, regular shift, fuel status, oil status, power steering fluid status, transmission fluid status, brake fluid status, DEF status, overhead light status, front light status, rear light status, front tires status, rear tires status, hydraulics status, winch cables status, dollies count, straps count, cycle straps count, j-hooks count, snatch block status, cycle ramps status, cycle ramp strap count, fire extinguishers status, road triangles status, flares status, hand held number, broom status, shovel status, oil dry status, starting mileage and engine hours, finishing mileage and engine hours, automatically calculated total mileage and engine hours, notes input by tow operators regarding damage.
- (3) Report must also include; locations the tow operator was dispatched to, dispatch date and time, accepted date and time, arrival date and time, pick up date and time, tow completed date and time, tow complete date and time, cancelled assignment status, tow type, vehicle make, vehicle plate and state, vehicle color, location towed to.

v) **Tow Reason by Lot**

- (1) By selecting a date range and impoundment lot, users can see a list of all impoundment lots and tow reasons for a certain parameter.
- (2) Report provides the following: impound lot, tow record ID, received date, released date, towing reason, vehicles status as of the time the report was run, vehicle license plate, state of license plate, vin number, year, vehicle make, vehicle model, color and a total amount of records per Impoundment lot.
- (3) Additionally, a data table listing all impoundment lots, total amount cumulative tows and total amount of each tow type per lot must be provided.

w) **Tow Report**

- (1) By selecting a date range, users can see the accumulated towing and storage fees on a tow record.
- (2) Report provides the following: tow record ID, tow date, current status of the tow as of when the report was run, tow fee, storage fee, total number of records, total amount of tow fees, total amount of storage fees.

x) **Vehicle Impound Report**

- (1) By selecting a date range and impoundment lot user will be able to see a listing of vehicles impounded.

(2) Report provides the following: Lot number, tow record ID, received date, released date, type of tow, tow reason, current status of the vehicle upon the report being run, vehicle license plate, state of the license plate, vin number, vehicle make, vehicle model and a total of impounds on the report.

(3) Additionally, a summary showing the impoundment lot, each tow type, total amount of each tow type and grand total of all tow types.

y) **Vehicle Release Logs**

(1) By selecting a date range user will be able to see a summary list and average of impounded vehicle releases.

(2) Report provides the following: date of releases, individual release types for each day, totals for each release type, grand totals for each day, grand totals for each type and average amount of releases of each type of tow per day.

z) **Vehicle Transfer List**

(1) By selecting a date range and impoundment lot, user will be able to see a list of impounded vehicles transferred/moved by utilization of a handheld device.

(2) Report provides the following: tow record ID number, vehicle status, vehicle plate, vehicle make, vehicle model, vin number, operator ID who made the change, the date and time the transfer started, date and time the transfer ended, the impoundment lot, row and space the vehicle was towed from, the impoundment lot, row and space the vehicle was towed to.

(3) Additionally, a summary showing the total amount of vehicle transfers completed should be displayed.

aa) **Vehicle Transfer List – manual**

(1) By selecting a date range and impoundment lot, user will be able to see a list of impounded vehicles transferred/moved by means of manual user input in the system.

(2) Report provides the following: tow record ID number, vehicle plate, vehicle make, vehicle model, vin number, operator ID who made the change, the date and time the transfer was done in the system, where the vehicle was moved from and where it was moved to.

(3) Additionally, a summary showing the total amount of manual vehicle transfers completed should be displayed.

bb) **Vehicles by Towing Reason**

(1) By selecting a date range and impoundment lot, user will be able to see a list of tow reasons for a specific time frame.

(2) Report provides the following: tow record ID number, tow reason, vehicle license plate and state, storage status, vehicle received date, vehicle received time, vin number, vehicle year/make/model with a grand total indicated at the end of the report.

(3) Additionally, a summary showing each lot and total of number of vehicles towed should be displayed.

cc) **Vehicle by Towing Reason per Year**

(1) By selecting a year, user will be able to see a list of tow totals and reasons for a specific year.

(2) Report provides the following: tow reason, each individual month, the calculated total of all months for a particular tow reason, and the calculated total of all tow types within a month.

- (3) Additionally, a summary showing each row, the total number of vehicles in each respective row and the total sum of all rows should be displayed.

dd) Vehicles on Lot

- (1) By selecting an impoundment lot, user will be able to see a list of vehicles currently sitting on the impoundment lot.
- (2) Report provides the following: Lot number, row within the lot, space within the lot, other designated spaces within the lot, auction no, old control #, tow record ID, towed date, received date at the lot, license plate, vin number, vehicle make, vehicle model, vehicle color and total number of vehicles on the lot.
- (3) Additionally, a summary showing each row, the total number of vehicles in each respective row and the total sum of all rows should be displayed.

ee) Vehicles Released

- (1) By selecting a date range and impoundment lot, users will be able to see a count of vehicles released from Authority impoundment lots.
- (2) Report provides the following: Lot number, impound record ID number, released date, type of tow, towing reason, status of the release, license plate, state of the license plate, vin number, vehicle make, vehicle model.
- (3) Additionally, a summary showing each lot, the tow type, total releases for each tow type and total sum of all releases should be displayed.

10) Auction Reports

a) Auction Bed Check

- (1) Users will select a date range and a scheduled auction date for which the bed check has been completed. The report will then show the user what vehicles scheduled for the selected auction are on the lot and if they were scanned during the bed check process.
- (2) Report must provide lists for vehicle scanned and vehicles missed for the selected auction date the report is being run for.
- (3) The report must show the following for each of the two scenarios; impoundment lot, row, space, tow record ID number, auction number, vehicle license plate and state, vehicle vin, vehicle year, vehicle make, vehicle model, vehicle color vehicle, scanned by, scanned date, scanned (yes or no).
- (4) Additionally, a data table must also be included in the beginning of report showing the following: Impoundment Lot #, amount of inventory for that scheduled auction on that particular lot, number of vehicles scanned for that lot, number of vehicles not scanned for that lot.

b) Auction Pull List

- (1) By selecting an auction date and an impoundment lot, users will see a listing of vehicles pulled from that auction.
- (2) The report must show the following: auction number, tow record ID number, pull reason, pull date and time, system user ID who pulled the vehicle from auction, vehicle license plate and state, vehicle year, vehicle make, vehicle model, vehicle vin, new auction number, new auction date.

c) **Auction Pull List – Court Protects**

- (1) By selecting a date range, users will be able to see a listing of auction pulls specific to the reason of court protect.
- (2) This report must show the following, auction number, tow record ID number, pull reason, pull date and time, system user ID number for who pulled the vehicle, vehicle license plate and state, vehicle year, vehicle make vehicle model, vehicle vin, new auction number, new auction date.

d) **Auction Scans**

- (1) By selecting a date range, users will be able to see a listing of scanned auction vehicles.
- (2) Report provides the following: Impoundment Lot #, Vehicle row, Vehicle Space, Scanned date, Auction Date, User Notes, Tow Record ID Number, Auction Number, Vehicle License Plate number, Vehicle Vin Number, Vehicle Description (year, make, model, color, vehicle type), Employee ID number of who performed the last scan.

e) **Auction Sold List**

- (1) By selecting a date range and impoundment lot, users will be able to see a summary of vehicles sold at an auction.
- (2) Report provides the following: auction number, Lot number, tow record ID number, tow reason, vehicle license plate and state, vehicle year, vehicle make, vehicle model, vehicle vin, vehicle sales price, auction status (auctioned or salvage), purchasers name and address, auction winning bidders number.
- (3) Report must also have a summary table showing total amount of auctioned vehicles, total amount of salvaged vehicles and grand total of vehicles sold for the auction.

f) **Blocked Bidder Report**

- (1) By running this report, users will be able to see a list of individuals who are blocked/banned from registering for Authority online auto auctions.
- (2) Report must be able to show the following: first name, last name, driver's license number, driver's license state, address, block type, block date, unblock date.

g) **Pre-Auction Worksheet**

- (1) By utilizing this report, users can see the locations of vehicles scheduled for a specific auction and is sent to the Authority's auctioneer so that they can take photographs of the vehicle for the purpose of an online auction.
- (2) This report must show the following: impoundment lot, row, space, tow record ID number, auction number, vehicle license plate and state, vehicle vin, corrected vin (if applicable) vehicle year, vehicle make, vehicle model, vehicle color.

11) **Registration Suspend Report**

a) **Current plates under registration suspend.**

- (1) By accessing this report, users would be able to see a list of license plates in the system that are currently suspended.
- (2) Report must provide the following: license plate number, effective suspension date, number of open parking citations on the plate, amount due in open parking citations.

b) **Notice 19 mailing dates and suspension effective dates**

- (1) By selecting a date range users will be able to see a listing of license plates for which notice 19 was mailed and the effective date of that plate suspension.
- (2) Report must provide the following: license plate number, date notice 19 was mailed, effective suspension date.

c) **Restoration Fees paid**

- (1) By selecting a date range users will be able to see a listing of paid restoration fees on license plates in the system which were suspended.
- (2) Report must provide the following: license plate number, effective suspension date, amount of restoration fee paid, the date restoration was fee paid.

d) **Processing Fees paid**

- (1) By selecting a date range users will be able to see a listing of paid processing fees on license plates in the system which were suspended.
- (2) Report must provide the following: license plate number, effective suspension date, amount of processing fee paid, the date processing was fee paid.

12) **Kiosk Maintenance and Collections System Reports**

- a) A report of unresolved kiosk outages reported through close of business the previous day, in kiosk number order by maintenance route.
- b) A report showing maintenance and repair activity by maintenance route, collection route, and district.
- c) A kiosk inventory report listing kiosk numbers, kiosk rate fee and permitted length of parking by maintenance route, collection route, district and days and hours of operation.
- d) A report listing kiosks for which preventive maintenance is due or overdue by maintenance route and district.

13) **Residential Permit Parking**

a) **Permit Processing - Regular Reports:**

- (1) Permits Issued Report: Detail of all permits issued during the dates selected with totals filtered by.
- (2) Issue Date
- (3) Permit Number
- (4) Permit Type
- (5) Plate Number
- (6) Holder Name
- (7) Fee
- (8) Amount Paid, including payment waived
- (9) Summary of total permits issued
- (10) Summary of total revenue per permit type
- (11) Applications Submitted by Date
- (12) Completed Applications by Date

- (13) Permits Cancelled by Automated Process
- (14) RPP Plate with Multiple Accounts
- (15) RPP Daily Cashiering Report: Cashiering Report for all clerks by transaction for the selected dates filtered by:
 - a) Name
 - b) Permit Number
 - c) Permit Type
 - d) Type of Payment
 - e) Payment Amount
- (16) RPP Online Payment Report: Shows Total Accounts, Total Online Permits and Total Paid for the specific dates entered.
- (17) Monthly (Department of Motor Vehicle Report) DMV Exception Report listing the license plate numbers in alphabetical order, for every active Residential Permit Parking Account. The report should indicate the License Plate Number, Name, and Address provided to the Authority for permit eligibility against the address of record for the appropriate state agency.

14) **Contractor Permit Parking**

- a) **Daily Contractor Report** - Report that can be run daily, monthly, and yearly with totals filtered by:
 - (1) Company
 - (2) Number of vehicles per company
 - (3) Amount paid by Company
 - (4) Total Revenue by day/week/month/year
 - (5) Renewal dates by Company
- b) **Permit Number Report** - List of each company's vehicle by plate which shows the following:
 - (1) Active Permit Number
 - (2) Number of Hours Available
 - (3) Number of Hours Used

15) **User Profile Reports**

- a) Offeror must provide a report with a complete listing of all authorized system users. The report will contain a profile for each user ID that will set forth the points of data access and transaction permissions for each employee. The Offeror will keep this report continuously up to date and enable authorized Authority managers to run the report on demand.

D.6 Parking Violation Processing

The Authority currently issues parking violations produced by handheld electronic devices, while the Philadelphia Police Department (PPD) and other agencies issue handwritten parking violations. All auxiliary equipment and supplies to support the function of the System, including but not limited to Parking Violation stock, refer to Appendix F – Parking

Violation Stock, Envelope and Distribution Control Log Specifications, must be provided at the expense of the Offeror. A proof must be submitted and approved by the Authority prior to production of ticket stock.

The Offeror will be responsible for retrieving from the Authority's offices all handwritten parking violations issued within the City of Philadelphia, and processing those violations, in accordance with the Authority's requirements. Currently, about 120,000 handwritten parking violations are being written annually.

1) Handwritten Parking Violations Processing

a) Delivery of Handwritten Parking Violations to Offeror

Agencies and departments that are authorized to issue parking violations within the City of Philadelphia are responsible for batching and delivering handwritten parking violations to the Authority's On-Street Headquarters (currently at 701 Market Street). Daily, Monday through Friday, the Offeror will be responsible for picking up batched handwritten parking violations, for delivery to the Offeror's facility, for counting parking violations, and for providing controls for reconciling differences between the Authority's and the System's batch totals. The method of batching parking violations will be determined by agreement between the Authority and the Offeror after the contract award.

The Philadelphia Traffic Code requires that, to sustain the City's prima facie case, the original parking violation or a suitable image thereof must be available at appeal proceedings and as such is of critical importance. Thus, by scanning the handwritten parking violation into the System, the Offeror must create and maintain a retrievable digital image (scan) of all handwritten parking violations turned over for processing. Each parking violation image must be indexed and linked to the parking violation record on the System. Such permanently stored violation images must be available for review by authorized users within two days of receipt by Offeror. The Offeror must provide an online image inquiry system for the retrieval of parking violation images at all times. All handwritten parking violation image records must include batch date, batch number and document identification.

b) Handwritten Parking Violation Data Entry File Update

Within two business days after the receipt of issued handwritten parking violations, the Offeror must:

- (1) Scan and data enter all the information on the parking violations, receipt date, and batch number into the System.
- (2) Provide online access to parking violation information, searchable by all data points.

2) Electronic Parking Violations Processing

a) Real-Time Data Upload

- (1) All data from parking violations issued by handheld enforcement devices must be uploaded in real-time to the System. The Offeror must request registrant information weekly (at a minimum) from the Pennsylvania Department of Transportation Bureau of Motor Vehicles, and on an ongoing basis from out-of-state bureaus of motor vehicles (collectively hereinafter DMV), except where prohibited by law (i.e., certain states require that public agencies and not private firms request registrant information, in which case the Authority will coordinate requests for information with the Offeror), for each license plate number appearing on issued parking violations. The Offeror must add newly acquired registrant information, including but not limited to the following: owner name and address, vehicle make, vehicle identification number, registration effective date, and confirmation date (the date on which the respective DMV supplied the data) to the System.
- (2) All registered owner information must be input into the system in a uniform format, regardless of state.

3) **Electronic and Handwritten Parking Violations**

a) **Edits and Controls**

The System must establish and continually utilize logical edits (including check digit test logic) and controls to ensure the quality and accuracy of the new parking violation data and to ensure that the data applied to the System conforms to standards established by the Authority.

b) **Parking Violation Imaging**

- (1) The System must also create and make available a facsimile image as it was issued and presented to the citizen for handheld device-issued parking violations. It will not be sufficient to recreate from database data what such a parking violation may have looked like. Variable data such as officer name, badge assignments and any other data that can be changed on the database does not represent a bona fide image of what was presented to the citizen. The System must create and maintain a "snapshot" image of the data that was contained on the original parking violation and that image must be available for instant viewing through the System for the life of each parking violation.
- (2) The System must be capable of printing an image of all parking violations issued by the electronic device in the format in which the original parking violation was issued.
- (3) The System must accommodate multiple photographic images (including one of license plate) for each vehicle in receipt of the up to approximately 3,000,000 parking violations that are issued annually.
- (4) System imaging of parking violation must distinguish between an original and re-print parking violation. Re-print parking violations must be identified with the letter "R".

c) **Violation Data Retention**

- (1) All violations must remain on the System. Any archiving of data must be approved by the Authority.

d) **VIN for No-Plate Vehicle Violations**

- (1) The Offeror must obtain owners' name and address by Vehicle Identification Number (VIN) for parking violations issued to vehicles without valid license plates.

e) **Parking Violation Inventory**

- (1) At the discretion of the Authority, the Offeror must provide both handwritten parking violations and thermal rolls for use in handheld parking violation issuing devices, to the Authority (at 701 Market Street) for the use of all authorized issuing agents, at the Offeror's expense. A schedule of inventory will be provided by the Authority. Examples and requirements of such handwritten violation stock and thermal rolls are attached to this RFP as **Appendix F**. The Authority is responsible for the distribution of blank parking violation stock to the PPD. The form and artwork must be approved by the Authority.

The Authority is responsible for obtaining the approval of the City required under ordinance relative to any artwork changes.

- (2) The Authority currently uses two "mod 10" check digit parking violation number series, one for handwritten parking violations and one for parking violations issued by handheld enforcement devices. The Offeror must be responsible for ensuring that there is no duplication of numbers on handwritten parking violation orders as those issued by electronic handheld enforcement devices.

D.7 Bus Camera Parking Violation Processing

1) System Interface

The Offeror must establish an interface with the Authority's bus camera enforcement vendor. The interface will include violation information, documents, photos, and videos. The Offeror must be able to create a valid violation in their system that is payable on the Offeror's payment website based on the data received. The Offeror's website must also display the violation photos and videos.

2) Bus Camera Violation Validation

In addition, the Offeror must be able to determine if a violation was issued both by a parking enforcement officer and the bus camera enforcement vendor. A process must be implemented to void or cancel one of the violations per the Authority's business rules.

D.8 Payment Processing

The System must provide the capability to support multiple payment processes, including checks and money orders by mail, walk-in payments by cash, check, money order, credit/debit card, telephone payments by credit card, internet payments by credit card and ACH, payments by automated recurring payments from installment payment plans as well as payments processed by collection agencies, whether those agencies are contracted directly by the Authority or subcontracted by the Offeror. Offerors should present ideas in their proposals for making the citizen's payment process more convenient.

Every payment should have a unique identifying number regardless of how many violations were paid (e.g. payment #123 was a check payment for 10 different tickets, each ticket would have a column that lists 123 as the payment number). This should be separate from the check number or credit card number associated with the payment. The System must accurately process all designated forms of payment and the daily deposit of all receipts. All payments must be identified with both an effective date and a transaction date. The procedures and controls established for handling each type of payment and accounting for all financial transactions must be approved by the Authority.

In addition to batch processing capabilities, the System will also provide for the online, real-time processing of cashier facility payments as well as for payments by telephone and internet. This online processing capability will allow Offeror and Authority personnel to enter and record payments and payment adjustments subject to the online payment and audit control requirements as established by the Authority. The System will be utilized for the following payment activities: multiple violations; multiple registrations; payment plan payments; research items; and exception items. The System will be utilized by customers to make payments, for the following payment activities: single ticket payments; total amount owed on a single registration; all tickets contained on a particular notice, partial payments and payment plan payments.

The System must provide the capability to apply any range of dollar amounts to a violation. For example, if a partial payment of \$15 is remitted for a \$20 violation (fine only or fine plus penalties) then \$15 must be applied and the new amount due would equal \$5. The System will record in the database, and display on the online inquiry system, the source of the payment, (e.g., lockbox), in addition to the method of payment, (e.g., check, money order) along with check number or last four of credit card.

The System must update online payments on a live, real-time basis (except as specified in batch payment application guidelines for lockbox, third parties, and off-line cashiering as later herein provided). By way of illustration, if a boot crew (immobilization team) is about to look up a potential scofflaw registration in Germantown and the owner of the vehicle is at a payment window in Center City, as long as that payment transaction (assuming such payment removes the vehicle from seizure eligibility) occurs prior to the boot crew's inquiry, the System will reflect the payment and the boot crew will get an indication that the vehicle is not seizure eligible.

The System must reconcile the amounts deposited in the bank, the amounts returned by the bank, and other debits and credits with the amounts posted to the System. All monies received at any facility must remain at all times in segregated, supervised, access-controlled work areas, which must be equipped with holdup and burglary alarm systems monitored by an Underwriters Laboratories certified monitoring station. In addition, all cashiering stations and segregated work areas must be under digitally stored video surveillance, with digital video storage capacity at each location for a minimum of 120 days before overwriting. The Offeror will be responsible for the design and operation of these security systems, which will be subject to the Authority's approval. Any monies received at any cashiering station or lockbox processing facility will be prepared for deposit on location and will be deposited directly in the bank, transported only by an approved bonded armored courier. Payment capabilities provided by the Offeror and the System must include:

1) **Online Cashiering**

The System will provide for online real-time payments and cashiering facilities that will allow cashiers at locations specified by the Authority to enter and record payments and payment adjustments to the System as they are received and to provide receipts of such transactions to the payer. The System's software and hardware must accommodate the high volume and hybrid nature of parking violations, towing, booting, etc., and related fines and penalty payment transactions. The System will provide the capability to apply any range of dollar amount payments to a violation (e.g., to accommodate partial payments). Payments entered online will also be immediately reflected in the System for use in determining penalty, notice and seizure eligibility, and vehicles eligible for boot release. The System will record on the database, and display online, the location of where the payment was made, (i.e., online), in addition to the method of payment, (i.e., cash, check, money order, credit card) including check/MO number and last 4 digits of credit card numbers. The System must also be capable of generating a daily payment activity report on a real-time basis to facilitate and properly control cashier closing procedures at the end of each cashier shift.

The System will include appropriate audit controls including, at a minimum:

- a) Balancing a computer-produced cashiering report to the log printed on the cashiering terminal.
- b) Password sign-on, by user
- c) Cash-out by user
- d) Segregation of cash, check, money order, credit card receipts, and 'cash-out" total
- e) User identity (system generated) retained in transactions.

The System must automatically update on the date of receipt with all payments received during the business hours for each payment location each day. The System must provide all the required controls, reports, procedures, and documentation to ensure that all cashier facility payments processed by the System are reconciled with payments processed and monies received by the Authority.

All payment amounts and other dispositions that cannot be applied to a violation number contained in the System because the database temporarily lacks the violation record will be retained in that file as a Skeletal Payment/Disposition Transaction. Skeletal transaction capability is required to accommodate the processing of violation transactions when the violation(s) in question have not yet been updated to the System. The System will provide the ability to create an online skeletal record for each such violation containing, at a minimum, violation number, violation code, payment/disposition transaction and payment/disposition date including an uploaded image of the violation at time of payment. The skeletal transactions will be configured to match against and be applied to new violation records created on the System as soon as the respective new violation record is loaded to the System.

The System must accept and control payments by ACH, cash, check, money order, major credit card (presently Mastercard, Visa, American Express, and Discover) and debit card, including the ability to provide online approval of the charge by the credit or debit card issuer. The System must utilize an integrated credit/debit card system (not

stand-alone machines) that will automatically send information to the System, including the last four digits of each credit card number and authorization numbers as applicable.

The System will provide customer receipts for all transactions showing the location of the cashiering station, the vehicle registration number and state, all tickets paid (with amounts applied for each ticket by violation number), tow or boot fees paid, storage charges paid, total paid, method of payment, the amount tendered and change given (if cash), the cashier identification code, the payment date and the payment time. The System will also provide the ability to endorse checks or other documents with the same transaction information.

2) **Off-Line Cashiering**

While the availability of online access is of paramount importance, there are times when either due to a communications failure or the unavailability of the System, payment transactions that normally occur online in real time cannot be made. To maximize customer service and provide the best possible functionality in all circumstances, the System must provide an integrated off-line cashiering capability, which will include the essential payment collection functionality. Violation amounts and penalties as well as booting, towing and storage fees will originate from available reports, physical evidence (notices or tickets in hand) and manual calculations and will be entered by cashiers (rather than being generated by the System). The cashiering transactions will be made against that data and stored in the cashiering terminal. When the System is restored, either automatically or by operator prompt, each cashiering terminal that has made off-line transactions during the outage will, by file transfer or like protocol, update the System with the transactions that were made off-line.

All the fiduciary and auditing controls detailed above will be captured by the off-line cashiering functionality and will be updated to the System with a designation that the transaction was originally conducted in an off-line mode. The System must verify the receipt of all off-line transaction batches plus the complete receipt of all transactions within that batch.

3) **Walk-In Cashiering Stations**

The Offeror will provide sufficient qualified cashiers, operating the System and following the procedures and guidelines otherwise provided for herein, along with adequate supervision and support, to provide customer-friendly cashiering services. The Offeror will provide environment-specific customer service training, recognizing that customers calling at the cashiering stations may exhibit some degree of agitation, as they have generally either received an unwelcome notice or have had their vehicle booted or towed. It is of paramount importance to the Authority that personnel performing cashiering services comport themselves in a professional manner in their interaction with customers, no matter how trying some customers may be under such circumstances. Competent and supportive supervision along with system and customer service training are critical to the accomplishment of this objective.

4) **Payments by Telephone**

The System will provide an integrated service with which customers may make certain payments, using a touch-tone phone or voice-enabled technology.

a) **User Interface**

After connection, users must be prompted through each step of the transaction. Options must be presented to access a single open violation, or set of violations, by either entering the violation number, registration number, or notice number. Options must then be presented to pay either a single open ticket (at its then-current violation plus penalty value), the entire amount due of the registration number or account associated with the originating ticket or notice number, the violations associated with a notice number or to make a payment on an established payment plan by payment plan number.

After confirming the selection of the ticket or group of tickets, the total amount due for that selection must be given, following which the customer can either abort the transaction or opt to continue. Should the customer wish to proceed, there will be a prompt to enter a credit card number, expiration date, and security code if required by PCI requirements from a stated selection of credit cards. Following confirmation of the card number and the amount to be charged, the customer must receive a final opportunity to either abort or continue. If the transaction is confirmed, the customer will be given a confirmation number, which will be a reference to the transaction.

b) Transaction Process

In this process, a citizen may select to pay a single violation, set of violations, amount due by registration number, account, or an amount due on a notice or established payment plan. In each case, the System will accept either the full amount due or partial payment. The System will provide integrated access to a credit card clearinghouse to obtain real-time authorization for each credit card transaction.

The payment by telephone accessibility will be available 24 hours a day, seven days a week, except at those times when unavailable for routine maintenance, for which the schedule must be approved by the Authority, or when online access is unavailable due to an unexpected communications failure or some other unforeseen circumstance. At such times, customers must receive a message that the System is temporarily unavailable and be encouraged to attempt the transaction at a later time.

The System will record, retain, and associate with the corresponding records information for each transaction including the last four digits of the credit card number, date and time of the transaction, authorization number, and amount. The System will only provide that payment by phone was made, the date, time, and amount paid at registration and ticket level for display upon inquiry. The Offeror will present in its proposal the methods intended to be used wherein the credit card information obtained in this (and any other) process will be maintained for auditing and reconciliation purposes yet remain secure to protect the interests of the customers while following PCI guidelines.

Once daily, the monies from all payment by phone transactions will be reconciled with that category of payments applied to the System since the last such reconciliation and will transfer funds to the designated bank.

5) Internet Payments

The System must provide an integrated service with which customers may, using a secure internet site provided by the Offeror, make certain payments over the Internet.

a) User Interface

The Offeror must describe the payment functionality and confirm the ability to customize as required by the Authority.

After connection, users must be prompted through each step of the transaction. Options will be presented to access a single open ticket, by registration or account by entering either the violation number or the notice number or payment plan number. Options must then be presented to pay either a single open ticket (at its then-current violation plus penalty value), the entire amount due for the registration number or account associated with the originating ticket or notice number, the violations associated with a notice-by-notice number or to make a payment on an established payment plan by payment plan number.

After confirming the selection of the violation or group of violations, the total amount due for that selection will be displayed, following which the customer can either abort the transaction or elect to continue. Should the customer wish to proceed, there must be a prompt to enter either an ACH account number or credit card number. Verification of credit cards must include numerical portion of the billing address and zip code. Following confirmation of account/credit card information the customer must receive a final opportunity to either abort or

continue. If the transaction is confirmed, the customer must be given a printable confirmation page which also must be emailed to the email address entered during the payment process. The receipt must contain a reference number to the transaction that was processed.

b) Transaction Process

In this process, a citizen may select payment for a single ticket, the entire amount due on a registration number, account, or an amount due on a notice or established payment plan. Partial payments will be accepted. The System will provide integrated access to a credit card clearing house to obtain real-time authorization for each credit card transaction.

Payment by Internet will be available 24 hours a day, seven days a week, except at those times when unavailable for routine maintenance, for which the schedule must be approved by the Authority, or when unavailable due to an unexpected communications failure or some other unforeseen circumstance. At such times, customers must receive a message that the System is temporarily unavailable and be encouraged to attempt the transaction at a later time.

The System will record, retain, and associate with the corresponding information for each transaction the last four digits of the credit card number or the last four digits of the account number for ACH payments, date and time of the transaction, and authorization number. The System will display that a payment by Internet was made, the date, time, and amount paid at registration and violation level upon inquiry on the System. The Offeror will present in its proposal the methods intended to be used wherein the credit card information obtained in this (and any other) process will be maintained for auditing and reconciliation purposes yet remain secure to protect the interests of the customers. The Offeror will also present the methods intended to be used wherein credit card and ACH transactions will be secured over the Internet while following PCI guidelines.

Once daily, the monies from all payments by Internet transactions must be reconciled with that category of payments applied to the System since the last such reconciliation and will transfer funds to the designated bank.

6) Lockbox Payments

The following procedures will apply to the processing of all violation payments received at the lockbox and via mail:

a) Post Office Boxes

The Offeror must rent two local post office lockboxes for receiving all mailed violation payments, violation complaint correspondence and hearing requests, the contents of which will be removed once each business day by the Offeror (via a bonded messenger). Each post office box will be emptied between 5:00 AM and 7:00 AM on each business day. A log will be maintained by the Offeror, in which the date and time of each removal will be noted and signed by the messenger responsible for removing the contents of the lockbox. The Offeror will provide, at the request of the Authority, proof of the bonding of such messenger.

b) Batch Date

Prior to opening, mail from each post office box must be separated into batches for piece control purposes. For the purpose of calculating penalties due, the receipt date of record will be the batch date. The batch date will be established as the day prior to the date that the mail is removed from each post office box.

Each payment will be processed with the batch date as the date received and date of payment applied to the System. All correspondence will be processed with the batch date as the date received for consideration for all date-sensitive transaction processing.

c) **Sorting Mail**

All mail must be batched and dated as above before it is opened and then sorted accordingly for processing. Controls must be established by the Offeror to ensure that every piece of mail received is accounted for throughout its processing. Particular attention must be given to handling correspondence, which includes payments. The Offeror will be responsible for responding to and resolving all incoming correspondence received, subject to requirements established by the Authority.

d) **Payment Processing**

The Offeror must apply all payments of tickets against the System each business day. The Offeror must deliver by way of email to the Authority a daily report of payments applied, and deposits made together with copies of the supporting documentation thereof.

The System must indicate on each check reference information identifying the individual tickets paid, showing the amounts applied by violation number and the batch date of the payment. Checks must be endorsed to the account of the Philadelphia Parking Authority. Checks and related documents must then be reconciled by their batch totals and/or online balancing procedures.

The System must provide linked images of the front and back of each check and the front of the envelope with all endorsement data, along with the payment instrument (original ticket, notice return coupon) indexed to the ticket(s) and available to be viewed by only certain users, as designated by the Authority.

When the Offeror receives a payment with a vehicle registration number but without a violation number, it will be responsible for carrying out the required file inquiries to apply such payments to violations outstanding against the vehicle registration number. If the payment can be applied to more than one violation, the Offeror must first make payment against the oldest fully unpaid ticket on the file for that license number.

When the Offeror receives a payment amount that exceeds the amount due on the enclosed violations, it must conduct all required file inquiries to determine if any other violations are outstanding against the payer's vehicle registration number. If one or more other violations are outstanding, the Offeror must apply the excess payment amount in accordance with the payment application instructions to be provided by the Authority. If the excess payment amount cannot be applied to other violations, the Offeror must follow the overpayment instructions to be provided by the Authority. The Authority will provide the Offeror with appropriate procedures for processing any other payments not previously described herein.

The System must post payments requiring no investigation on the day of receipt. Those payments that require analytical investigation must be posted to the System within 24 hours of receipt.

D.9 Collections, Violation Noticing, and Correspondence

The Offeror must provide an integrated system that will generate and print notices and correspondence. The Offeror will be responsible for delivering all notices and correspondence to the post office and monitoring and reconciling mailing quantities with the post office. All current and future violations noticing will be the responsibility of the Offeror, for the term of the contract, including any agreed-upon term extensions. All outgoing mail must be mailed within 48 hours from the time it is prepared. Processing must include obtaining the name and address of the citizen, preparing, printing, and mailing documents, and maintaining a complete record of all noticing activity. Should the Authority elect, certain notices selected by the Authority must include a photographic image of the vehicle in violation.

Following is a list of the types of debt collection notices. This list may be modified periodically.

Notice #	Name	Eligibility Summary
1	Notice of Violation	Tickets not paid within 15 days of issuance
2	Notice of Default	Tickets with N1 + 30 days. Penalties 1 and 2 are added
3	Notice of Potential Booting and Towing	Tickets with N2 + 30 days
4	Final Notice before Collection Proceedings	Notice 3 sent at least 30 days ago
5	Immobilization Warning - Your vehicle will be booted	At least three delinquent tickets
		* For parking tickets, account address is valid and Notice 3 was sent at least 30 days ago or account address is not valid , Notice 1 was sent at least 30 days ago, ticket was issued at least 120 days ago, and Penalty 2 has been applied.
		* For red light tickets, Notice 43 was sent at least 30 days ago.
		* For speed camera tickets, Notice 45 was sent at least 30 days ago.
8	You may be Facing Potential Legal Actions	Notice 4 was sent at least 30 days ago.
19	Registration Suspend Pending	PA Plates - 6 delinquent parking tickets issued in past 3 years.
43	Red Light Notice of Boot and Tow Eligibility	Tickets referred to AP by Red Light vendors. Unpaid and aged 35 days or more.
44	Red Light Photo Enforcement Violation Warning - Payment Overdue	N43 + 35 days
45	Speed Camera Notice of Boot and Tow Eligibility	Tickets referred to AP by Speed Camera vendor. Unpaid and aged 35 days or more.
46	Speed Camera Payment Overdue	N45 + 35 days
51	Notice of Outstanding Fees	Auction Fee (99 ticket) unpaid towing or storage fees remaining after auction.
54	Notice informing customer all vehicles owned may be booted	Sent to accounts with at least one boot eligible vehicle.
72	Registration Suspend Warning	Early warning sent to PA plates with at least 2 unpaid parking tickets in default stage. These count toward calculating reg suspend.
75	Your account is scheduled for placement with a Law Firm	Must have N4 aged 30 days
Notice #	Name	Eligibility Summary
80	Caution: Park at Your Own Risk	2 or more tickets with N3 + 30 days
New	Bus Camera Enforcement - Warning Notices	A warning will be sent to owners of vehicles parked in violation of bus zone regulations.

The System must be updated on an ongoing basis and allow the generation of notice files daily according to the schedule of notice mailings provided by the Authority.

In addition to mailing notices via US Mail, the Offeror may be asked to send designated debt collection communications via email or text message.

The Offeror must post to the System PDF images of actual notices sent to citizens. These must be available for viewing by authorized users.

1) **Noticing Sequence**

The Authority and/or the BAA will provide specifications to the Offeror as to the form, content, sequence and timing of all letters and notices that are mailed to citizens having outstanding parking violations. In addition to the notices specified by the Authority and/or the BAA, the Offeror will be required to send any notices required by law, in accordance with the notice criteria established by the Authority and/or the BAA. The Offeror must provide the capability to notice citizens on an ongoing basis of scheduled hearing dates and times so that they can resolve outstanding violations through hearings. The Offeror must have the capability to imprint address bar codes in the format prescribed by the US Postal Service (currently so-called 'intelligent bar code') and to sort notices by five- and nine-digit zip codes and to accommodate eleven-digit zip codes in the future (should the US Postal Service implement such within the life of the contract) without additional cost to the Authority.

The Offeror must maintain a keen awareness of any processes and programs that are available through the US Postal Service and must undertake to ensure that all mailing is accomplished in the most efficient and effective manner to the Authority. All notice preparation and mailing must comply with the requirements and specifications for first-class permit mail according to the US Postal Service Domestic Mail Manual.

2) **Modifications**

The Authority and/or the BAA retain the right to modify the form, content, sequence, and timing of notices that are mailed to citizens, provided that the Offeror is given detailed specifications. The notice system provided by the Offeror must be flexible to accommodate changes. Any modification(s) must be implemented within thirty days of receipt of a written request from the Authority and/or the BAA. Such modifications must be made without additional cost.

The Authority uses customized envelope types for certain notices. Notices and envelopes may be updated throughout the term of the contract at the discretion of the Authority and at no additional cost to the Authority.

3) **Records**

The Offeror must record in the System the mailing date(s) and type(s) of notice mailed concerning each violation. The Offeror must maintain proper documentation of all noticing activity undertaken, and must, each week, provide to the Authority, a notice log containing, but not limited to, the following information: type of notice, mailing date of notice, date notice run to mail-house, post office delivery date of notice run and number of notices, license plates and parking violations in notice run. The format of the notice log must be approved by the Authority.

Noticing records must be available for violation and registration online inquiry at both the parking violation and license plate level. In addition, the Offeror must provide an online notice management system containing, but not limited to, the following notice run information: type of notice, date of notice, number of notices, number of registrations, number of parking violations, total dollar amount noticed, number of payments and amount paid.

4) **Undeliverable Notices**

In the event that a notice mailed to an address provided by a DMV is returned by the post office as undeliverable (e.g., forwarding address period has expired, etc.), the Offeror must notate the database and display an indication of such status online. In addition, upon notation of the database, the Offeror must provide the capability to exclude certain notice types from being generated for records so noted. Offeror must utilize skip tracing in an attempt to obtain updated addresses. If a subcontractor is assigned skip-tracing duties, the Offeror must first notify the Authority and provide certification that the subcontractor has SOC 2 Type 2 credentials.

Upon the receipt of a new/updated address from the DMV (or other sources approved by the Authority), the Offeror must resume noticing of previously excluded records. Up to ten previous addresses must be retained in history after new address information has been posted.

5) Fleet Processing and Noticing

The System must process violation notices for certain Fleet Vehicles (registered to Fleet owners, including leasing companies, rental companies, taxicab companies, government agencies, and other categories of enterprises). Based on criteria established by the Authority, the Offeror must register certain Fleet Vehicles and generate Fleet Notices under procedures different from those used for other vehicles. The Offeror must facilitate the electronic exchange of information with large Fleets. The Fleet vehicle owner may provide information that identifies the operator responsible for one or more violations by presenting attestation that a named individual at a specified address had responsibility for the vehicle at the date and time of the violation. In such cases, certain noticing is required for those violations for which changes of responsibility have been entered.

The System must include the capability to produce monthly violations reports to be used by the Authority to serve as consolidated bills or reports to enrolled vehicle Fleets. The Offeror must provide a method whereby non-technical users (both Authority and Fleet operations/accounting) can send and receive reports electronically either in Microsoft (MS) Excel format or in a format that can be easily converted to MS Excel. Any vehicles so enrolled must show an online indication to that effect upon inquiry. There are different types of Fleets and unique processing rules for the monthly billing reports. Depending on the specific Fleet, there must be the capability to prepare the consolidated monthly report (or report for an otherwise specified time period) in both paper and data file format of all unpaid parking violations for invoicing purposes to categories of registered Fleets.

The reports produced for the Fleet program must include:

- a) State/plate confirmation register
- b) Monthly billing statement
- c) Delinquent billing statement

Key data fields for Fleet entity records must be (* indicates System-generated):

- a) Unique Fleet number
- b) Fleet mailing name and address
- c) Fleet contact person, phone number, and email address
- d) Effective date of Fleet enrollment
- e) Termination date of Fleet enrollment
- f) Date entity added as Fleet enrollment*
- g) Date of last change*
- h) Data entry operator*
- i) State/plates by enrolled Fleet
- j) Date each state/plate was added or terminated.
- k) Fleet owner's vehicle control number (unique identifier for each Fleet's own internal reference)

The System must allow for online addition, deletion, modification, or termination of Fleet enrollments. Such maintenance access must be restricted to specific users designated by the Authority.

The System must automatically request lessee names and addresses for designated car rental agencies using turnaround documents or data file transfers. When agencies provide return information, the Offeror must update the System with the data provided as a Transfer of Liability (TOL).

TOLs must be applied to the System within three working days of receipt by the Offeror. The System must enable the Authority to charge and collect from the owner of record a one-dollar processing charge as allowed by law. The System must include the record of the Fleet owner submitting the notarized statement or a notation that the statement was submitted by an individual owner. The supporting documents must be imaged and maintained as part of the parking violation level record unless archived as otherwise herein provided.

The entry of a TOL must reset the noticing sequence, such that a delinquency notice is mailed to the new responsible individual and subsequent notices follow the normal sequence and timing. Should Fleet entities or individual state/plates be terminated from the Fleet program, normal collection and enforcement activity must be resumed.

The Offeror's public-facing website deployed for the System must include an authorized user-only login portal, allowing Fleet administrators to view account records and update information as applicable.

6) **Registration Suspend**

The System must provide integrated online registration suspension support or element which automatically determines those vehicles registrations that are eligible for suspension with the Pennsylvania Department of Transportation (PennDOT) in accordance with eligibility specifications provided by the Authority.

As the Authority issues parking violations, the System must generate plate interrogations on each parking violation to retrieve owner information including the title number. The System must match the tag and title combinations against existing entries. Once six unpaid parking violations have accumulated against a given title and individual, the System must send either the owner or the lessee a letter informing the responsible party they have 30 days to resolve the parking violations, or they will risk having their title suspended. The Offeror must interface with PennDOT to conduct a title verification process to ascertain eligibility for "Notice 19", Registration Suspend Pending Warning Notice. The System must recognize that such tags have six or more unpaid parking violations in the last three years, include Nixies, exclude towed or auctioned vehicles and have only one notice per entity. The System must recognize that during this phase if the parking violations are paid, the parking violations are enrolled in an installment payment plan or they set up a hearing, then the suspension request must not be sent to PennDOT.

At 35 days plus the mail date on Notice 19, the System must submit requests to marked entities for registration suspension via FTP file. Included in the request must be tag number, name, owner/lessee address, title number and case number. The State must send back confirmations and suspension effective dates along with rejects and corresponding reason codes. The System must analyze rejects to determine if some can be rectified. The System must record scheduled suspension dates. The System must label such parking violations as "non-renewal" with the appropriate suspension date and note that such tag is in a Pending Suspension Status.

The State must issue Official Notices of Suspensions (1379a) to vehicle owners advising them of the suspension date and how to avoid suspension by paying parking violations. The System must provide a prompt on its customer service phone lines with Registration Suspend Specialists.

During the interim period after State confirmation and before suspension effective date, the owners may make payments in person, mail, by phone or online. Expedited hearings are granted but installment payment plans are not allowed. In order to have a pending suspension rescinded all marked parking violations must be paid in full or settled. Entities that have parking violations satisfied must show that request to mark has been cleared in the System and must be included on a daily report. The Authority will review the report and utilize PennDOT's Commonwealth Automated Registration and Title System (CARATS) to rescind the request. Rescind letters are mailed by Authority staff.

Immediately after the suspension date, the System must classify entities as "marked" for suspension, and the status must read Suspension Effective. The System must disable all pay-by-web and pay-by-phone options. All payments must be made in person. No hearings will be granted but installment payments must be allowed. The System must update the payment system to charge citizens additional fees. There is a \$15 processing fee and a \$50 restoration fee

due to the State. The System must allow Authority staff access to disposition all or part of these fees in cases where they are part of a bankruptcy or paid directly to the State. Once all marked parking violations and fees are paid in full, the Authority will utilize CARATS to restore the registration.

The System must provide daily reports detailing revenue paid and parking violation payments collected relating to any Notice 19, pending suspension or effective suspension. Also, there must be a report showing any plate that needs to be cleared in the System due to settlement or payment in full. The System must create a quality control report which must be emailed to the Authority daily.

7) **Red Light and Speed Camera Enforcement Support**

The Authority is the system administrator for photo enforcement of red-light and speed camera violations at designated locations in the City of Philadelphia. The primary operating functions of that program are provided by other vendors; however, the Offeror must provide a method of integration for the collection of delinquent red-light and speed camera violations. The red-light and speed camera violation vendors must transmit to the System all red-light and speed camera violations with an unpaid balance when it reaches the delinquency stage (generally within 35 days after issuance). Those violations then are subject to and combined with collection efforts for all other parking violations in the System. Coordination of payments to both the red-light and speed camera vendors and the Offeror is ongoing until full payment is made.

8) **Collection Agencies**

The Authority maintains separate debt collection contracts for certain categories of aged receivables. The Offeror must support these efforts by:

- a) Entering into a Business Partner Agreement with each designated contractor in accordance with Commonwealth of PA requirements.
- b) Sending assignment files to each vendor daily.
- c) Providing daily updates to each vendor re: payments, adjustments, dismissals, reductions, and recalls.
- d) Receiving files from the contractors showing daily payments, adjustments, and settlements and posting these to the System.
- e) Providing System-generated billing reports that can be used by the contractors to prepare monthly invoices for payments that are eligible for commission.

9) **Collection Strategy**

Offerors must present their plan to maximize revenue collections. They must outline their methodology, describe best practices to be implemented and cite past success they've achieved in optimizing collection of violation revenues. Special emphasis must be placed on debt aged less than one year to highlight how collection performance will be optimized prior to parking violations being assigned by the Authority to debt collection contractors.

D.10 Quality Control and Validation

The System must generate an electronic log for correspondence activity. Information in the log must include but not be limited to the initial daily count of correspondence envelopes and documents, the total number of electronic images scanned, the number of correspondence transactions performed, the daily end balance in each queue, and the number of cases worked. The Authority will indicate information to be included in the log and how these numbers must be generated. The Offeror must provide authorized Authority personnel access to this daily log.

The System must index all images to their corresponding parking violation and/or parking permit records.

The System must allow Authority staff to scan all documents received as correspondence, including envelopes, into the System and must validate all images to ensure all information, including but not limited to legible postmarks, mailing address, and return address, are captured in the imaging process.

D.11 Bureau of Administrative Adjudication

The Bureau of Administrative Adjudication (BAA) is the City's agency responsible for the resolution of parking violation disputes, providing administrative hearings for people who want to dispute parking violations or vehicle seizure and impoundment.

BAA may make determinations on individual parking violations, on cases involving multiple parking violations on a specific license number, and/or on the validity of boot and tow actions taken by the Authority. BAA may order discharge or payment, may settle a case for less than the full amount owed, or may offer a payment plan option.

The System must include all manual and computer operations needed to provide information, to apply information received, and to ensure the security of the data.

1) **Administrative Adjudication**

The Offeror must provide the software needed to permit Authority designated personnel to view, enter, update, and correct hearing and case information in an online real-time mode.

When a citizen appears in person or writes to request a hearing, BAA personnel enter a scheduled hearing date into the System for the license plate or plates involved. Any parking violations subject to a scheduled hearing date must be placed in a suspended status. If the citizen fails to appear at the scheduled hearing (FTA), or any parking violations are held liable and remain unpaid, the hearing suspend must be vacated 30 days after the hearing date, noticing and all other enforcement action must resume. Each parking violation so affected must show an FTA indication. A suspend code on any one parking violation must not prevent a vehicle from being towed but must prevent the citizen from being made to pay for parking violations suspended if it is towed.

When a citizen attends a scheduled hearing, or under certain circumstances appears for a hearing on demand, a BAA Hearing Officer must be able to access via an online terminal information to be used to assist the Officer in determining the outcome of a case. For example, this information may include but should not be limited to parking violations (image and data versions), notice and payment information, any booting and/or towing activity, any imaged correspondence, and/or a photographic image of the vehicle in violation.

The outcome of the case may include the establishment of an installment payment plan. BAA is responsible for entering into the System the type of outcome, the range of parking violations, and any fees included in the installment payment plan. Only certain personnel designated by BAA will have System access to enter adjudicatory dispositions or permanent suspends that reduce the amount due on the System.

If a citizen fails to make the prescribed payments for an established installment payment plan, the System must default the payment plan, noting the date of the default. The presence of a default notation on the file must remove all suspended activity on that license plate number.

The System must have the capability for citizens to schedule virtual hearing requests.

2) **Hearing Calendar and Scheduling**

The Offeror must provide an online hearing scheduling function integrated with the hearing calendar to ensure consistent workload volumes as specified by BAA. This System functionality must be restricted to authorized users and must provide the capability to schedule hearings within parameters established by BAA as follows:

- a) Enter a specific date and time

- b) Default a hearing date and time to the next available slot on the calendar
- c) Select a hearing date and time from a calendar, or
- d) Add an additional parking violation or additional parking violations to an already scheduled hearing.
- e) Enter email address, corresponding hearing room number for virtual platform access.
- f) Have the ability to generate automated email to the address entered by BAA when scheduled. Within this email, must exit the template (provided by BAA) that includes instructions for attending a hearing virtually.

The Offeror must provide a hearing calendar that is capable of being viewed and modified online by authorized BAA personnel to accommodate varying workloads, Hearing Officer staff availability, holidays, vacations, etc. Such calendar must provide the capability to create and modify hearing types, dates, times, and the number of available slots.

The System must provide the capability so that BAA-authorized users may make inquiries of the hearing calendar by hearing type, a specific hearing date and time, all hearing slots, open hearing slots, and by closed hearing slots. Authorized users must also be able to view the hearing calendar by criteria of combinations of the above, e.g. open slots for a specific day, all slots for a specific date and time, etc.

3) Disposition Processing

The System must provide the capability for the online, real-time entry of hearing dispositions. Once a hearing decision has been rendered, Hearing Officers must be able to record the results of the hearing on the System and generate a printable disposition form for the appellant. Online disposition processing must allow authorized users to enter dispositions on a parking violation level or license plate level from a table of codes that follow rules established by BAA. Each disposition code contains a rule that determines the impact on individual violations.

It must be possible to enter disposition codes on a single parking violation, multiple parking violations, or all parking violations on a license plate or on an account. The entry of a disposition must be immediately reflected on the subject parking violations on the System and the new amount due must be calculated according to the prescribed rules. Original violation and penalty amounts must be maintained in historical records to provide an accurate account of disposition transactions.

Disposition transactions must be maintained as part of the permanent parking violation and license plate record and must include but not be limited to the following:

- a) Disposition Code with Brief Description
- b) Hearing Officer Identity
- c) User Identity
- d) Date and time of Entry
- e) Plea Code (if required by disposition rule)
- f) Reduction amounts (if applicable)
- g) Case number
- h) Decision letter number selected, including customized drop-down menu detailing findings per violation
- i) Hearing source (i.e. mail, web, virtual)
- j) Capability to enter notes without character limitations

Parking violations with scheduled hearings for which no disposition has been entered within 30 days of the hearing date must be evaluated automatically by the System, and a Failure to Appear (FTA) flag must be entered that vacates the suspend and resumes enforcement activity. For a parking violation that has had a disposition entered requiring an

amount due, but which subsequently remains unpaid, or the decision appealed within 30 days, the System must automatically update the parking violation with a default flag, generate a letter to that effect to the appellant, and vacate the suspension of enforcement activity.

Multiple letter variations must match the corresponding decision rendered.

For the purposes of conducting a hearing, the System must have the ability to enable the BAA Hearing Officer to input the total dollar amount required to satisfy the ticket collateral as well as a separate option to input a dollar amount to be paid for any current fees. i.e. tow, storage, check fee, etc. The dollar amount entered by the BAA Hearing Officer must then be automatically distributed to the ticket amounts due by date, beginning with the oldest amount due to the most current.

Additionally, the System must provide fields for which the Hearing Officer can enter the terms of the agreement discussed within the hearing.

Transition of the transactions conducted by the Hearing Officer must flow seamlessly to cashiering.

The System must be able to process a vehicle release electronically to the Tow Lot instantaneously after payment has been applied.

4) Electronic Signature Capture

The System must include a feature with which the Hearing Officer can print a report of the findings of a recently concluded hearing. The report must show the disposition of each parking violation that was considered at the hearing, the amount owed, the procedures for payment (if required), or for administrative review (should the appellant decide to exercise that right). There must be a place on the report for the appellant to sign an acknowledgment of receipt of the report. The appellant must sign the form over a touch-sensitive pad that must digitize, capture, and store the signature in the System in a manner that enables BAA to produce on demand a printed facsimile of the hearing report that was signed, while not having to store the paper.

5) BAA Reporting

The System must include data entry screens that are protected by user identification and password and are accessible only to authorized BAA personnel.

The System must be capable of generating reports of daily, weekly, monthly, and fiscal year-to-date transactions, in a format and content as specified by BAA. These reports must be produced online and accessible to authorized users.

Additionally, functionality is required to populate reports received by email, with all decisions rendered by Hearing Officers who selected a decision letter to be mailed. This population must include various letter versions and formats.

6) Installment Payment Program (IPP)

The BAA administers a program that allows citizens to pay accumulated violations, penalties, and fees on an installment basis over a period of no longer than 24 months. The System must allow BAA personnel to enroll citizens in the program online or in person. The installment payment capability must match partial account payments against the installment payment plan approved by the BAA, without triggering default notices. The System must have the ability to process recurring payments by ACH and credit card.

If an installment payment is not made in accordance with the approved payment plan, two notices of default must be sent to the citizen before the citizen's installment payment plan is canceled. When an installment payment plan is canceled, the vehicle becomes boot and tow eligible, the suspends expire, and enforcement and collection actions resume.

The System must accommodate the enrollment and monthly execution of automated recurring payments. The System must support credit card, debit card, and ACH transactions. Convenience fees must not be charged for recurring payments. All payment processing must comply with PCI requirements.

For the purposes of conducting a hearing, the System must have the ability to enable the BAA Hearing Officer to input the total dollar amount required to satisfy the ticket collateral as well as a separate option to input a dollar amount to be paid for any current fees. i.e. tow, storage, check fee, etc. The dollar amount entered by the BAA Hearing Officer must then be automatically distributed to the ticket amounts due by date, beginning with the oldest amount due to the most current.

Additionally, the System must provide fields for which the Hearing Officer can enter the terms of the agreement discussed within the hearing.

Having all of this information predetermined prior to clerical/citizen engagement will streamline the enrollment process while ensuring the proper recording of payments resulting from the B/T hearing process. It will also help the citizen avoid another step to obtain the release of their vehicle.

Transition of the transactions conducted by the Hearing Officer must flow seamlessly to cashiering.

The System must be able to process a vehicle release electronically to the Tow Lot instantaneously after payment has been applied.

7) **Document Imaging**

The System must, in addition to document imaging requirements specified in section D.6 - 3 - b, provide a complete document imaging system, including hardware and software, to allow any documents that support adjudication decisions, whether at hearings in person or by mail at BAA headquarters or at the Authority's location(s) at which parking violation cancellations are performed, to be scanned and indexed to the parking violation(s) associated with either a disposition or suspension transactions. This would include documents presented by respondents at hearings, documents mailed for appeal of decisions, and documents submitted or produced in the course of investigation of complaints. Hearing Officers and BAA support personnel must be able to scan and index both black and white and color documents and create the document index within the normal flow of operations.

The System must scan and index documents supporting any disposition or suspension transaction that is processed.

D.12 Boot and Tow Program

The System must automatically determine the eligibility of vehicle license plate seizure in accordance with specifications provided by the Authority. Any payments or other transactions to the System must be immediately reflected in this system or system element.

The section below represents the Authority's current booting and towing processes. The Offeror must describe how their System will accommodate these minimum criteria, and the Offeror must describe any proposed enhancements to these processes, if applicable.

The System must generate a file of all vehicle license plates that are eligible for seizure. The file must be utilized by Authority personnel to identify vehicles for booting and must be accessible in a live, real-time environment using enforcement handheld enforcement devices utilized by the Authority's Ticketing department, MDTs (Mobile Data Terminals) utilized by the Authority's Booting Department and using the Offeror's System by office personnel. This file must also contain, at a minimum, the summary of the license plate by showing the monetary total and total amount of unpaid parking citations accessible to authorized Authority personnel only. The Authority reserves the right to modify the format of the seizure file.

The System must provide the capability for the Authority's authorized personnel to inquire about seizure eligibility of vehicles and to record information about vehicles seized and/or towed. The System must support a range of activity relative to the seizure of vehicles, whether immobilized on the street (booted) or towed and relocated (not impounded) or towed and impounded. The System must be capable of recording and updating information as seizure situations evolve and updating again when seizure situations reach final resolution.

The System provided must be able to create online towing records and inventory to support the Authority's towing of vehicles for parking-related violations, towing of vehicles stopped by police and towing of vehicles which are immobilized. Additionally, the System provided by the Offeror must be able to assess, track, calculate, display online, and report on towing fees and daily storage fees.

Conceptually, there are four categories of vehicles that require somewhat different handling within the System. There are elements of each that relate to each other and there are elements of each that relate to management and oversight but not to field operations. All relevant data entry must be immediately reflected in the System to coordinate the work of the Authority, BAA and PVB.

1) **Booting**

The Booting Branch coordinates the work of field personnel who, in teams of two, conduct mobile patrols of the streets of the City searching for vehicle license plates with seizure eligibility. Upon locating such vehicles, mechanical immobilization devices (boots) are affixed, warning stickers are completed and placed, and vehicle and location information are recorded. There are separate, single person 'crews' who conduct directed mobile patrol to remove boots from vehicles that are no longer seizure eligible (owners/agents have paid or have had a favorable result at a hearing or a combination thereof) or from vehicles that the Authority has elected to tow to impound in coordination with the Towing and Impoundment Branch.

All booting activity is supported by the System and is entered and accessed by Authority personnel. Boot crews utilize mobile digital terminals (MDTs) and digital scanning equipment (LPR) in the Authority's vehicles.

The Authority is responsible for the physical equipment in the trucks. All booting and releasing activities are accomplished by the boot crew entering and receiving information through the MDT and LPR equipment, some coordination is required by the Authority's dispatch center. Dispatchers and Clerks in the dispatch center utilize the System to assign boot releases and the exchange of information must be tracked by the System.

The System must integrate with the Authority's LPR provider to conduct seizure patrols. The System must provide for the ability to communicate information and be able to provide additional equipment necessitated by the Offeror's processes. All state/plate combinations must be returned to display the results or the search which must show either:

- a) State/Plate Not Found (indicates no match with any record on the System)
- b) Clean/Not Boot Eligible (indicates a match with a record on the System, but no seizure eligibility at that time)
- c) Contact Dispatch (indicates a match with record on the System, but eligibility needs to be confirmed)
- d) Hit/Boot Eligible (indicates state/plate is seizure eligible at that time)
- e) Hit/Boot Eligible/Prior Escape (@ SIGN, indicates state/plate is seizure eligible at that time and was booted previously but escaped while immobilized)
- f) Hit/Boot Eligible/\$\$\$ (indicates state/plate is seizure eligible at that time and owes an amount in fines and penalty that exceeds a specified threshold)
- g) Hit/Boot Eligible/PTC (indicates state/plate is seizure eligible at that time for default at Philadelphia Traffic Court)

Based on a response of Not Found or Not Boot Eligible, no further data entry is required by the boot crew. Any of the other Boot Eligible responses authorizes seizure by the inquiring crew on the System. Boot crews are not shown the dollar amount or number of parking violations owed. The list of vehicles authorized for booting at any time must be displayed by state/plate with the crew number on the main System panel or screen, sorted oldest to newest.

The crew may have to circle the block or back up to place themselves in physical position to complete the seizure. When they have done so, one of two scenarios may occur: the vehicle may no longer be at the location (in which case the crew must enter a code to signify a 'GOA' (gone on arrival) transaction, or the vehicle must still be there and must be mechanically immobilized (booted).

A GOA transaction closes the authorized (to seize) status, capturing the crew number date and time of that transaction for reporting purposes only. The state/plate must then purge from the main panel display queue.

If the vehicle is immobilized, certain additional data must be verified and entered by the crew via the MDT:

- a) The date, time and crew performing the seizure confirmation (System-generated).
- b) The location, color and make of the seized vehicle.
- c) The boot device number used for seizure.
- d) Safety or traffic issues posed by present or pending parking prohibitions (if any) to aid in prioritizing of subsequent towing.

Immediately upon the entry of this data, the status of the subject state/ plate must show an indication of 'BOOTED' on any terminal in the entire System upon subsequent inquiry.

Release crews receive release assignments on their MDTs as such are assigned by Dispatch personnel. Should the owner or agent of a booted vehicle make payment or have a favorable result at a hearing (or a combination thereof) on all fees and fines, that entry against the System must automatically and immediately trigger a release authorization to the System which must go into a release queue displayed for dispatchers. Such vehicles are then "RELEASE PENDING" and must show that status on any terminal in the entire System upon subsequent inquiry. The list of those vehicles in release pending status must be displayed by state/plate on the main system panel or screen, sorted oldest to newest.

When a dispatcher assigns the release to a particular release crew, that release, along with the state/plate, color, make and location of the vehicle must appear as a release assignment on the MDT of the subject release crew and the assigned crew number must simultaneously appear next to corresponding state/plate in the release pending queue on the System panel or screen. When the assigned release crew completes the release, a final entry is made on the MDT, completing the seizure record. The state/plate must then purge from the main panel display queue.

Any of the above transactions can alternately be entered into the System by dispatch center personnel, should an MDT not be functioning. Any corrections to information already entered by boot crews via MDTs can only be altered by dispatch center personnel (see Changed Data below).

Those vehicles not released to owners or their agents on the street must be subsequently towed. The dispatch center must coordinate the assignment of a release crew and a tow truck by two-way voice radio. The status of the booted vehicle on the System must be changed to "TOW AUTHORIZED," and that status must simultaneously be displayed on any terminal in the entire System upon subsequent inquiry. The list of those vehicles in tow authorized status must be displayed by state/plate with the assigned tow operator number on the main System panel or screen, sorted oldest to newest.

Additionally, they must also utilize their device at the impoundment lot to confirm that the tow process was completed. Completed tows are also communicated to the dispatcher via handheld radio. Dispatchers can enter this same information in the System if a tow operator cannot do so. The state/plate must then purge from the main panel

display queue. The status of the vehicle on the System must be changed to "TOWED" and that status must simultaneously be displayed on any terminal in the entire System upon subsequent inquiry.

Any changes of status (from boot authorized to boot confirmed, from booted to tow authorized, from tow authorized to tow confirmed) must be record stamped with System-generated times and dates of each transaction along with the crew assignments and identity (by System identification established at session sign-on) of the maker or the transaction.

Certain classes of vehicles are, according to Authority policy, excluded from boot eligibility. These vehicles do receive boot notices, but do not appear on the boot eligible file. These classes include Fleets of rental vehicles, vehicles bearing handicapped registrations, and vehicles registered to government agencies. Certain categories of license plates may be excluded from functional seizure by recognition of a unique license plate character pattern. Certain vehicles in excluded classes have no unique license plate character pattern. The logic that governs the seizure eligibility for these classes of registrations is a function of the processing rules associated with Fleet Noticing above. The System must allow for changes in boot eligibility criteria if the Authority's work rules were to change.

2) Towing (Relocation)

Under certain circumstances, primarily related to public safety (e.g., fires, utility emergencies, demonstrations, parades, etc.), it may be necessary to tow vehicles that must not be impounded to a tow lot. Tow operators who perform such tows must record certain information in their hand-held devices and records of such tows must be made on the System by the tow operator. The System must have the capability to house relocation records and reporting.

The information to be recorded for relocate tows must be, under certain circumstances, primarily related to public safety (e.g., fires, utility emergencies, demonstrations):

- a) Tow Operator number
- b) State/plate of the towed vehicle
- c) The location, color and make of the towed vehicle
- d) The new location to which the vehicle has been relocated
- e) The badge number of the officer ordering the relocation

Additionally, tow operators must take photographs of the vehicle to record its condition before being towed, after it is relocated and at what location the vehicle was towed. Removal of vehicles in a city of the first class requires evidence of violation. If a vehicle is being towed for any reason for which it will be impounded or relocated to another on-street location, prior to the removal of the vehicle, the Tow Operator is required to use their handheld device to take digital photographs that clearly depict the following:

- a) The vehicle's license plate,
- b) The violation for which the vehicle is being towed,
- c) If relevant, the posted sign, identifying that standing or parking is prohibited where the vehicle was parked.

Prior to accepting payment for the towing and storage of a vehicle, upon request of the owner or lienholder of the vehicle, the Authority will provide, without charge, a printed copy of the photographs to the owner or lienholder of a vehicle when the owner or lienholder claims the vehicle. Photographs must be retained as a permanent part of the tow record.

Upon data entry of the above information, a new record must be created on the System, with a System-generated date, time, and creator of the record. The information must only be retrievable upon inquiry to the System. There

must be no fees assessed or calculated for towed relocated vehicles. Records and reporting of relocation tows must be readily available for a System user.

3) **Straight Towing (Impoundment)**

The Towing and Impoundment Department deploys tow trucks with Authority tow operators who conduct mobile patrols on the streets of the City, searching for vehicles parked in tow-eligible areas. Tow operators may also be assigned to remove illegally parked vehicles through requests originating from PEOs, PSP, or PPD. Upon arriving at these vehicles, tow operators communicate information to the System using a handheld device. This information must be available in real-time to all System users. The System must allow the use of geo-fencing of tow-eligible vehicles, after a parking violation is issued, to the closest tow operator.

All towing activity is supported by the System and is input and accessed by Authority personnel. As a tow operator performs the physical towing process of a vehicle, they enter information in their handheld device, which provides and exchanges data to and from the System.

When a vehicle is towed for a parking violation, there must already have been a parking violation written by some authorized officer other than the tow operator. The tow operator must record information about the tow and enter the following information in their hand-held device:

- a) Tow Operator number
- b) State/plate of the towed vehicle
- c) The location, color and make of the towed vehicle;
- d) Vehicle size
- e) Tow reason
- f) The parking violation number and violation code supporting the tow;
- g) The badge number of the issuing officer of the parking violation.
- h) *Any additional notes pertaining to the tow

Removal of vehicles in the City requires evidence of violation. If a vehicle is being towed for any reason for which it will be impounded or relocated to another on-street location, prior to the removal of the vehicle, the Tow Operator is required to use their handheld device to take digital photographs that clearly depict the following:

- a) The vehicle's license plate,
- b) The violation for which the vehicle is being towed,
- c) If relevant, the posted sign, identifying that standing or parking is prohibited where the vehicle was parked.

Prior to accepting payment for the towing and storage of a vehicle, upon request of the owner or lienholder of the vehicle, the Authority will provide, without charge, a printed copy of the photographs to the owner or lienholder of a vehicle when the owner or lienholder claims the vehicle. Photographs must be retained as a permanent part of the tow record.

Additionally, for every tow performed, the System must generate a tow record ID number which is unique to that tow. This number is to never be duplicated under any circumstances.

Upon data entry of the tow operator number, the location, color and make, along with a tow reason code, a new "TOW AUTHORIZED" record must be created on the System with a System-generated date and time. That "TOW AUTHORIZED" status must simultaneously be displayed on any terminal in the entire System upon subsequent inquiry. The list of those vehicles in tow authorized status must be displayed by state/plate with the assigned tow driver number on the main System panel or screen, sorted oldest to newest.

Upon completion of the tow, the tow operator must record certain additional information in their hand-held device which in turn must be recorded in the System completing the tow record. The state/plate must then purge from the main panel display queue. The status of the towed vehicle on the System must be changed to "TOWED" and that status must simultaneously be displayed on any terminal in the entire System upon subsequent inquiry.

4) **Live Stop Towing (Impoundment)**

The Authority conducts towing efforts for certain categories of moving violations issued by Philadelphia Police and other authorized enforcement agencies. The Authority's dispatch center receives requests to support such enforcement activity by telephone and must assign available tow operators to respond to the scene of a vehicle stopped by police and found to be eligible for impoundment. Dispatchers use the System to dispatch tow requests directly to tow operators' handhelds.

The dispatcher would record the location of the tow request and send it to the tow operator's hand-held device. The tow operator must record the following information in their hand-held device:

- a) Tow Operator number
- b) State/plate of the towed vehicle
- c) The location, color and make of the towed vehicle.
- d) Vehicle size
- e) Tow reason
- f) Violation code supporting the tow.
- g) The badge number of the law enforcement officer (PPD, PSP, University Police, etc.) requesting the tow.
- h) Any additional notes pertaining to the tow.

Removal of vehicles in the City requires evidence of violation. If a vehicle is being towed for any reason for which it will be impounded or relocated to another on-street location, prior to the removal of the vehicle, the Tow Operator is required to use their handheld device to take digital photographs that clearly depict the following:

- a) The vehicle's license plate,
- b) The violation for which the vehicle is being towed
- c) If relevant, the posted sign, identifying that standing or parking is prohibited where the vehicle was parked.

Prior to accepting payment for the towing and storage of a vehicle, upon request of the owner or lienholder of the vehicle, the Authority provide, without charge, a printed copy of the photographs to the owner or lienholder of a vehicle when the owner or lienholder claims the vehicle. Photographs must be retained as a permanent part of the tow record.

The System must generate a unique tow record ID number for each tow.

5) **PSP Tows (Impoundment)**

The Authority conducts towing efforts to assist the PSP with accident tows, safety tows and live stop towing. The Authority's dispatch center receives requests to support such enforcement activity by telephone and must assign available tow operators to respond to the scene to tow the subject vehicle(s). Dispatchers use the System to dispatch tow requests directly to tow operators' handhelds, noting the location of the tow requests.

Upon arrival, the tow operator must record the following information in their hand-held device:

- a) Tow Operator number

- b) State/plate of the towed vehicle
 - c) The location, color and make of the towed vehicle
 - d) Vehicle size
 - e) Tow reason
 - f) Violation code supporting the tow
 - g) The badge number of the PSP officer requesting the tow
- *Any additional notes pertaining to the tow

For every tow performed, the System must require each tow operator to take photographs with their hand-held device of the vehicle depicting the vehicle prior to initiating the tow.

The System must generate a unique tow record ID number for each tow.

6) **Towing Image Processing**

The photographs taken by both Tow Operators and Lot Officers using a handheld device must be stored in the System and accessible in real-time. The System must accommodate a minimum of 15 color photographs for each record. System users must be able to access this information by accessing a vehicle license plate number and state, or through a tow record ID number.

7) **Towing Image Scanning**

At the impoundment lot, vehicle owners are required to provide all paid receipts, a valid driver's license, valid proof of insurance, and valid proof of registration for a vehicle to be released. The System must provide the users with the ability to scan these documents, along with any other correspondence, to the vehicle's tow record ID number.

D.13 Multiple Owners Program

1) **Identification of Multiple Owners**

Vehicles may sometimes change ownership yet retain the same plate. The System must have the capability to identify these occurrences and split the plate and ticket records among multiple owners.

The System must accurately assign vehicle ownership and responsibility for tickets based on the date of ticket issuance and responses received from State DMVs. The System must record the date responses are received from DMV for each ticket and display the assignment of responsibility to individual owners based on the registry information received on those specific dates.

2) **Distinguishing Plate Characteristics**

Some individual states establish specific plate types. In a limited number of instances, they may assign identical plate numbers to individual vehicles that have different plate types.

In addition to the plate letter and number configuration, the system must accurately assign vehicle ownership and ticket responsibility in these situations by taking into account plate type and vehicle make.

D.14 Bureau of Motor Vehicle Interface

1) Request of Vehicle Owner Information

The Authority requires timely acquisition of name and address information from motor vehicle registries. The Offeror must, at a minimum weekly basis, request vehicle owner information from the Pennsylvania Department of Transportation Bureau of Motor Vehicles, and from other motor vehicle licensing agencies, at the discretion of the Authority. The information must be updated in accordance with requirements noted herein. It is of crucial importance that the Offeror successfully requests registered vehicle owner information and successfully match the registrant data with parking violation and license plate information on the database.

The Offeror must provide a System for re-requesting vehicle owner information from both in-state and out-of-state motor vehicle licensing agencies for parking violations assigned to plates that a DMV did not provide registrant data upon initial request.

For any single violation, the Authority requires four distinct re-requests for vehicle owner information and reserves the right to increase the required number of re-requests. The timing of the re-requests must be approved by the Authority. Re-requests must be conducted, at a minimum, on a monthly basis.

All Offerors must have a data-sharing agreement with PennDOT before submitting its offer. All of the Successful Offeror's subcontractors must hold PennDOT Business Partner Agreement contracts before executing a subcontract to commence work on the System. The Successful Offeror's contract with the Authority will reflect this language concerning Offeror/PennDOT requirements. The Authority will not execute any agreement including any prime or subcontractors that are not fully contracted with PennDOT. The Authority hereby shares all current documents and agreements regarding PennDOT as an appendix to this RFP. PennDOT has advised that the subject documents are non-negotiable and must be signed "as is."

D.15 Fee Calculation

Vehicles booted or impounded to a tow lot incur fees depending on the vehicle's Gross Vehicle Weight (GVW), as prescribed by ordinance, or the reason for which the vehicle was towed. Vehicles that are impounded and incur storage fees are also subject to parking tax on the storage fees. The System must calculate all applicable fees in a live, real-time environment and must be configured to permit changes in the event of ordinance and/or policy changes. The following are the associated fee categories at present:

1) Boot Fee

2) Towed Vehicle Fees

a) Vehicles under 10,000 GVW

(1) Straight Tow

(2) Live Stop

(3) Storage Fees (in both instances, parking tax must be included)

b) Vehicles over 10,000 GVW but under 17,000 GVW

(1) Straight Tow

(2) Live Stop

(3) Storage Fees (in both instances, parking tax must be included)

- c) Vehicles over 17,000 GVW
 - (1) Straight Tow
 - (2) Live Stop
 - (3) Storage Fees (in both instances, parking tax must be included)

It is important to note the scenarios which will have an impact on the associated fees. The following is a list of such scenarios at present:

1) **Booted Vehicles & Scenarios:**

- a) Booted on the street and never towed: A boot fee is immediately generated for any vehicle that is booted.
- b) Booted and subsequently towed: The boot fee is still immediately generated; however, the vehicle is towed to an impoundment lot and the fee would remain due. If the vehicle were to remain in either a booted or towed status in the system for more than seventy-two (72) hours from the time the vehicle the vehicle was first booted, the boot fee must convert to a tow fee and storage fees must begin to accumulate. Most booted vehicles are towed within twenty-four (24) hours from the time they were booted.
- c) Booted and escaped: If a vehicle is booted and the device is illegally removed by non-authorized personnel, the boot fee will remain in the system. Additionally, staff will issue a parking violation as prescribed by ordinance if a device is illegally removed or tampered with.

2) **Towed Vehicle Scenarios:**

- a) Towed as a Straight Tow: A tow fee is immediately generated for any vehicle that is towed. Storage fees are incurred every day that a vehicle is stored on the impoundment lot in a towed status.
- b) Towed as a Live Stop: A tow fee is immediately generated for any vehicle which is towed due to being a live stop. Storage fees are incurred every day that the vehicle is stored on the impoundment lot.
- c) Towed after being Booted: The generated boot fee remains even if the status of the vehicle changes from booted to towed. If the vehicle remains in a towed status for seventy-two (72) hours from the time the vehicle was booted, the boot fee changes to a tow fee and storage fees are incurred every day that the vehicle is stored on the Impoundment lot.

3) **Released, But Not Removed**

Vehicles must be authorized for release by the System as defined above (either due to payment or administrative release by BAA). At the tow lot, staff must also verify appropriate documentation before a vehicle is allowed to be removed from the lot. The System must include a feature for use under such circumstances wherein those fees that have been paid or adjudicated to the point of original System release must be credited, but additional daily storage fees must begin to accrue again until the vehicle is removed from the premises.

D.16 Noticing for Impounded Vehicles

In general, specific notices required for impounded vehicles must be generated by the System and printed at the respective tow lot in which the subject motor vehicle is located. Notices must be mailed from, and by Authority staff at, the tow lot at which the notices are printed. While the initial notice must always be generated at the tow lot where the unclaimed vehicle has come into the System, subsequent notices may be generated at other Authority locations. The System must have the capability to allow any set of notices to be printed from any supported Authority locations.

Vehicles towed and released do not require noticing. For those vehicles that remain in custody on the day following the day they were towed, certain notices are required.

The System must generate notices of vehicles in custody. The Authority's personnel (or Police Department personnel, in the case of the Police Impoundment Lot) must print the notices at each tow lot by a System batch job. The System must permit the entry of vehicle owner data, obtained from inquiries of various DMV databases. There can be as many as three different entities requiring notices for each unclaimed vehicle:

- 1) Owner by Vehicle Identification Number
- 2) Owner by state/plate on the vehicle when it was towed
- 3) Lienholder (bank or other lender with a secured property interest recorded on the title)

Aside from the actual letters, a certificate must also be generated listing all the vehicles for which letters are printed. This is used as a certificate and proof of mailing for the Authority's records.

If information is entered or altered in (1) or (3), a letter must generate automatically showing such information. Such alternate name and address must not over-write the state/plate name and address on the System. The Authority currently generates letters to Owner by Vehicle Identification Number and Lienholder. Programmability must be allowed for any additional noticing to be permitted in the future.

Notices relating to Impounded Vehicles include:

- 1) **A Notice to Owner** (of vehicle in custody) must be generated by the System for all vehicles that remain in custody on the day following the date on which they were towed. Only the "Owners" in (1) above receive Notices to Owner. In the event that new information is entered, or current information is altered in (1), a letter will automatically generate the following day.
- 2) **A Notice to Lienholder** must be generated by the System for all vehicles that remain in custody on the day following the date on which they were towed, or on the date following whatever date lienholder information is entered. Should new information about a lienholder be entered after the generation of a Notice to Lienholder (either a different lienholder or a different address for the original lienholder), another notice must be generated the next day to the subsequently entered lienholder. There must be the capability to record and notice as many as three lienholders and the records of those notices must be separately maintained. Only the lienholder (3) above) receives the Notice to Lienholder. Authority and/or Police Department staff will enter the lienholder Name and Address in the relevant fields in the System. Lienholder information that is updated will automatically generate a notice. The name and address in the System must again not be affected by any alternate names and addresses entered for unclaimed vehicle noticing.
- 3) **A Notice of Entry of Order** must be generated by the System for all vehicles that remain in custody on the tenth day preceding the scheduled auction date. Only the "Owner(s)" in (1) above receive Notices of Entry of Order. Name and Address for such notices must default to the then most current name and address of the state/plate record within the vehicles in custody noticing module.
- 4) **A Notice of Entry of Final Order** must be generated by the System for all vehicles that have been sold at auction and removed from the respective auction lot by the successful bidder on the day after the entry of that designation. The Name and Address for such notices must default to the then most current entry for (1) within the vehicles in custody noticing module.
- 5) The System must provide the ability to change, add or delete notices as needed.

D.17 Record Retention

All records must remain available online for twenty (20) years. System records may not be archived without the written approval of the Authority.

D.18 Changes to Data

Any changes to data in the System must be made by authorized personnel only, with access based on user rights that govern permission to edit that data. There must be a robust audit trail in the history of all records in the System, reflecting any changes made to System data, which must include but is not limited to user ID, time, date, and any and all edits and updates that occurred on the record.

Implementation

E.1 Implementation Plan

The Authority requires an efficient and orderly transition to the new System. It is imperative for Offerors to recognize that these operations are considered by the Authority to be mission-critical and any delays or service interruptions, however minor, can have a substantial financial and social impact on the Authority. Offerors must describe how they plan to implement the System.

Offerors must describe how they plan to address each of the following key transition and implementation objectives:

- 1) Assessment of the current System, its various associated workflows, and preparatory steps needed to implement the new System.
- 2) Establishment of Authority and Offeror roles and responsibilities during implementation.
- 3) Establishment of approach to accomplishing current-knowledge transfer and management.
- 4) Identification of key personnel required for System implementation.
- 5) Conduct appropriate training of staff.
- 6) Identify and address any business and/or technical issues that may impact the implementation.

E.2 Installation Requirements

- 1) The Authority requires that the System is installed, tested and fully implemented for an agreed-upon go-live date.
- 2) Upon award of the RFP, signing of the contract and within ten (10) days of receipt of the Authority's purchase order, the Offeror must provide a complete project implementation schedule and plan to the Authority.
- 3) The Offeror must provide qualified staff that assist, consult, install, train and oversee the System implementation.
- 4) The Offeror must convert all data in the Authority's existing System and import to new System prior to the "go-live" date.
- 5) The Offeror must provide technical support for the customization of reports and file formats and the conversation of existing data saved on the current System.
- 6) Offeror must provide a separate test System version for training purposes.
- 7) The Offeror must assist in the development of reports prior to implementation.
- 8) The Offeror must provide a reliable check method to ensure that all required data from the current System export files are passed to the new System.

E.3 Testing Requirements

- 1) Offeror must provide a detailed comprehensive testing plan, timeline, and processes to be covered in the testing phase, in **Tab N** of its proposal.

System testing is to be executed until the Authority approves completion of such testing phase. The Authority's current System and a new test System must run concurrently during the test phase. The test System is to be provided to allow for testing of changes, upgrades, and new maintenance to the System, while the current

production System is still functioning and allowing for adequate time to test for any issues with the new System. Describe your proposed testing procedure to include the above-listed criteria.

E.4 Training

- 1) Offerors must describe their approach, methodology, and tools used for training. Offerors must include a description of how they plan to develop training plans and provide ongoing training.
- 2) By means of instructional classes augmented by individual instruction as necessary, the successful Offeror must fully instruct the Authority's designated staff, including contracted staff, in the operation, adjustment, and maintenance of the System. Should implementation be completed in phases, instructing the Authority personnel must also be phased to correspond with deployment of the various components.
- 3) Scheduling of instruction classes must be coordinated by the successful Offeror and Authority personnel to avoid conflicts and peak period personnel demands. The successful Offeror must submit a proposed instruction schedule at a joint meeting conducted before equipment installation. The Authority will tentatively approve or suggest changes to the training schedule at that time. Forty-five calendar days before each instruction session, the successful Offeror must submit an outline of the instruction material and the approximate duration of the session. Ample time must be allotted within each session for the successful Offeror to fully describe and demonstrate all aspects of the System and allow Authority personnel to have hands-on experience with the Application.
- 4) The successful Offeror must train and certify up to seventy-five (75) Authority staff on back-office software, hardware and operational applications. The training and certification must include identifying and fixing minor hardware maintenance and operational issues. The appropriate duration of training must be determined by the successful Offeror but must not include less than two hundred (200) hours of on-site training.
- 5) The successful Offeror must provide robust training and certification programs for the Authority to operate the System. The initial System training must be offered on site at the Authority's facilities before the system acceptance tests are initiated. Additional training may be offered at the successful Offeror's headquarters, at Authority's facilities, via webinar, videos, and/or on-line training. The type and location of training may vary based on training level and personnel being trained. The Offeror must identify in their proposal various training programs, types, and locations for various staffing levels.
- 6) The successful Offeror must provide an additional twenty-four (24) hours of on-site training, in any area, at the Authority's request, during the first twelve (12) months after Final System Acceptance.
- 7) The successful Offeror must provide an additional sixteen (16) hours of on-site training, in any area, at the Authority's request, within twelve (12) months after System Final Acceptance.
- 8) All refresher courses must be offered on-site at the Authority in Philadelphia. The successful Offeror must identify the frequency and duration of each refresher course.
- 9) The successful Offeror must provide training on an individual basis or in a group setting as approved by the Authority for the operation and maintenance of the System. The successful Offeror must provide a training program for technicians and staff responsible for:
 - a) Installation, start up, and maintenance/repair of all equipment.
 - b) Programming rates, access controls, etc., through the Application software.
 - c) Monitoring the System and equipment, generating reports and internal auditing.
 - d) Other related elements.

- 10) The successful Offeror must provide draft training manuals for review by the Authority for each type of personnel to be trained (auditor, supervisor, administrative service, etc.) of the training content and provide a training schedule for both software and hardware within forty-five (45) days prior to the scheduled training. The schedule must include periodic refresher training (continual education), including but not limited to emphasis on areas of the Authority's choice and upgrades of software and/or hardware.
- 11) An instructional notebook or user manual must accompany every instruction course. The Offeror must supply electronic versions of each user manual type: cashier, supervisory, image reviewer, System administrator, technician, audit and accounting, etc. The user manuals must be written in common English with appropriate photos, diagrams, and schematics to supplement the text, and must be updated as applicable when operational changes occur. The Authority reserves the right to prepare additional copies of the course materials as needed.
- 12) The successful Offeror must provide all documentation required for instructing Authority personnel. Documentation must be provided for each student in the form of workbooks and lecture instructions to Authority staff. Specific allocation of training time to be determined by the Authority.
- 13) All instruction courses must consist of classroom instruction and actual "hands-on" experience. Classes must be set up in a room designated by the Authority. The successful Offeror must provide one instructor for the duration of each program. The instructor must speak fluent English in a clear and precise manner. The successful Offeror must submit resumes for each proposed instructor. The Authority reserves the right to request replacement instructors.
- 14) Offeror must keep a record of all training sessions attended by each Authority employee throughout the length of the contract.
- 15) The class material must include schematics, as well as an overview and descriptions of the equipment.

E.5 Data Migration

This RFP requires the Offeror's violation processing database to be initially loaded from the current vendor's System. The Offeror must interface with the current vendor to conduct data migration activities. Migration will be determined to be completed when the System performs according to the standards of the Authority. The Offeror will be responsible for programming and testing to ensure the migration has been completed successfully. It will be the Authority's current vendor's responsibility to supply the data, as is, from the existing parking violations databases and for migration purposes to define the storage formats and describe the data elements stored in the databases. The Offeror must provide an anticipated timetable and work schedule for the migration process, each of which is subject to approval by the Authority.

The Offeror must provide all systems and software required to develop and test the data migration. All data must be migrated from the existing System to the new System, encompassing the entire period of use of the existing System by the Authority.

Offeror must include comparable past data migrations completed within the past ten (10) years in **Tab O** of their proposal.

Offeror must detail plans to import all existing Authority on-street parking data efficiently and accurately into their System. Downtime must be minimal and stated in the proposal. Data must also be consolidated in an ODBC (Open Database Connectivity)-compliant database to ensure accurate searching and reporting.

Migrated data must be tested for accuracy and fitness to purpose in the new System.

E.6 Offeror/PennDOT Requirements

To be eligible to submit proposals, Offerors must meet the following requirements put forth by the Commonwealth of Pennsylvania Department of Transportation (PennDOT):

- 1) Execute a Data Sharing Agreement (DSA) with PennDOT since the Contractor must have access to Vehicle Record Information (VRI) contained in a Commonwealth information technology system. This access to VRI is necessary for the Contractor to perform services for the Authority under the Contract.
- 2) Enter into a Business Partner Agreement (BPA) with any individual or company (Business Partner) involved with the Contractor's business dealings who must have access to VRI. The BPA must specify the purpose for which the VRI is provided and prohibit the Business Partner from selling, assigning, viewing, or transferring the VRI to a third party for any purpose. The BPA must meet the requirements set forth in the DSA. These individuals and or companies must also execute the PennDOT Affidavit of Use form. Business Partner Agreements do not need to be executed before the Offeror submits its offer but must be executed before the Successful Offeror executes a contract with the Authority.
- 3) After the selected Offeror executes a contract with the Authority, they must be required to enter into an End User Agreement (EUA) with the Authority affirming that the requirements set forth in the DSA have been met.

The documents are provided as **Appendix D & E** of this RFP.

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 H)** in order to be considered.

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

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

V-2. Contract Term. The initial term of the Contract will commence on the Effective Date and will end five (5) years after Go-Live. The Effective Date is the date the Contract has been awarded by the Authority's Board, executed by the Contractor, and then executed by the Authority. Go-Live is defined in the attached sample contract. After the conclusion of the Initial Term, the Authority may extend the term of the Contract for up to five (5) additional one-year periods.

Appendix A
Proposal Form

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

**PARKING VIOLATION MANAGEMENT SYSTEM AND CUSTOMER SUPPORT SERVICES
RFP No. 24-07**

PROPOSAL FORM

1. The undersigned submits this proposal in response to the above referenced **RFP No. 24-07 Parking Violation Management System and Customer Support Services** 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
_____	_____
_____	_____
_____	_____

4. **Contract Term.** The initial term of the Contract will commence on the Effective Date and will end five (5) years after Go-Live. The Effective Date is the date the Contract has been awarded by the Authority’s Board, executed by the Contractor, and then executed by the Authority. Go-Live is defined in the attached sample contract. After the conclusion of the Initial Term, the Authority may extend the term of the Contract for up to five (5) additional one-year periods.

5. **Cost Form:** The Offeror must submit a Per Violation Fee and Contingency Fee. The Offeror's combined Per Violation Fee and Contingency Fee must cover its operating expenses, overhead and profit.

A. Per Violation Fee: The Per Violation Fee will be based on the quantity of legitimate parking violations processed. Legitimate parking violations exclude voided parking violations. Offerors must propose a fee for each legitimate violation processed. This fee must include all hardware and software upgrades and ongoing programming costs associated with the System as implemented by the Offeror must be built into the Offeror's per-violation fee. Startup and mobilization costs must be built into the Offeror's Per Violation Fee. The Per Violation Fee will be the primary compensation.

\$ _____

B. Contingency Fee: The Authority intends to implement opportunities for the successful Offeror to earn Contingency Fees for the collection of delinquent violations, as described below. This arrangement would promote the following objectives:

1. Provide a source of funding for the Offeror to offset expenses associated with evolving program needs, especially programming for new initiatives.
2. Provide a strong incentive to increase collections performance, especially during the first year of the notice and collection cycle.

Offerors will propose a commission rate for paid violations meeting these criteria:	
Successful Offerors will retain violations reaching contingency stage for six (6) months. Violations not paid after six (6) months would then be reassigned to Authority collection contractors.	
Contingency Fee Criteria	
Parking Violations	After three notices mailed + 30 days
Red Light or Speed	After four notices + 30 days
Excluded from Commission Eligibility - Payments on:	
Booted or towed vehicles	
Suspend Effective Tickets	
Tickets assigned to collection contractors	
Auction Fee or "99 tickets"	
Tickets whose responsible party is a company enrolled in the Authority's Fleet Program	
Tickets on installment payment plans	
Performance Incentive Clause	
Quarterly \$20,000 for each of the following:	
	1 year closure rate 83%
	2 year closure rate 86%
	3 year closure rate 88%

3. **Contingency Fee for Parking Violations:** _____%

4. **Contingency Fee for Red Light or Speed:** _____%

C. Additional Cashiering Costs: Provide the annual cost associated with adding a cashiering station to a location. Cost must be all inclusive and include but not limited to labor, hardware, software and any other costs associated with the cashier.

Additional Cashiering Cost: \$ _____

6. **Requirement Statement:** The undersigned Offeror agrees to provide a parking violation management system and customer support services as specified in the Work Statement, any Addenda, if issued and the response submitted.

Signature

Name
(Please Print)

Title

Date

7. **Execution of Agreement and Furnishing Bonds:** Within ten (10) calendar days after receipt of written Notice of Award of Contract, the Offeror agrees to execute and deliver the form of Agreement included as one of the Contract Documents, and to furnish a Performance Bond in an amount of thirty million dollars (\$30,000,000) and a Labor and Material Payment Bond in an amount of thirty million dollars (\$30,000,000).

Signature

Name
(Please Print)

Title

Date

- 8. Insurance Requirements:** The undersigned Offeror agrees to the insurance requirements as specified in Appendix C, *Insurance Requirements* and any Addenda, if issued.

Signature

Name
(Please Print)

Title

Date

9. 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 Officer. If this form is not so signed, a corporate resolution authorizing form of execution must be attached to this proposal.

Signature

Typed or Printed Name

Title

Business Name of Offeror

Street Address

City/State/ZIP Code

Email Address

Telephone Number

Signature

Typed or Printed Name

Title

Date

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

Authorized Signature

Typed or Printed Name

Title

Date

Type of Entity

Business Name of Offeror

Street Address

City/State/ ZIP Code

Telephone Number

10. 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 an 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: _____

11. 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:** _____

LIST OF SUBCONTRACTORS AND MATERIAL SUPPLIERS

(copy page as needed)

Undersigned agrees, if notified of the acceptance of this proposal, that you 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.

MATERIAL SUPPLIER

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 DIVERSE BUSINESS PARTICIPATION SUBMITTAL (Copy as needed)

RFP Name and Number: _____

Offeror/Subcontractor: _____

Contact Name: _____ Email: _____

OFFEROR INFORMATION:

Does the Offeror/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. _____.

If this form is being completed for a subcontractor, please indicate the percentage and dollar amount of the contract the subcontractor will receive if Offeror is awarded the contract.

\$ _____ %

The Offeror will need to attach a copy of the their SBPI certificate and the subcontractor's SBPI certificate, if applicable. Offeror and/or subcontractor will be required to maintain their status as a certified Small Diverse Business throughout the entire term of the contract.

This form must be completed and submitted with your proposal. If you do not participate in the Small Business Procurement Initiative, please check the box for "No" and submit with your proposal.

MANAGER OF CONTRACT ADMINISTRATION
THE PHILADELPHIA PARKING AUTHORITY
701 MARKET STREET, SUITE 5400
PHILADELPHIA, PA 19106



Proposal Decline Form: RFP No. 24-07 Parking Violation Management System and Customer Support Services

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 RFP
- We do not offer this product or service
- Our schedule would not permit us to perform
- Work Statement unclear (explain below)
- Unable to meet Insurance Requirements
- Unable to meet Contract Requirements (explain below)
- Other (specify below)

Comments:

Upon completion of this form, please email the form to Shannon Stewart, Manager of Contract Administration, at sstewart@philapark.org. A link to the electronic version of this form can be found on our website or by clicking this link, <https://app.smartsheet.com/b/form/4fd4f986bf074db884e72971fb93cc47>.

Appendix B
Sample Contract

**CONTRACT FOR PARKING ENFORCEMENT SOFTWARE,
HARDWARE, AND SUPPORT SERVICES**

Contract No. K-24-0008

This Contract for Parking Enforcement Software, Hardware, and Support Services ("Contract") is entered into this ___ day of _____ 202__ by and between **The Philadelphia Parking Authority**, an agency of the Commonwealth of Pennsylvania and a body corporate and politic, with its principal address at 701 Market Street, Suite 5400, Philadelphia, PA 19106 ("**Authority**") and _____, with a registered address at ("**Contractor**").

RECITALS

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

WHEREAS, the Authority enforces and administers the system of on-street parking regulation in the City of Philadelphia ("City") and is responsible for the collection of associated fines and penalties on behalf of the City pursuant to 75 Pa.C.S. § 6109 (g) and Chapter 12-2801(4) of the Philadelphia Traffic Code;

WHEREAS, the Authority intends to replace its existing back-end network that manages the issuance and enforcement of on-street parking violations in the City with a new back-end network including handheld devices, printers, and related customer service support services;

WHEREAS, the Authority determined that it is was not advantageous for it to use a bidding process because it wished to consider criteria other than price in the award process;

WHEREAS, the Authority prepared and issued a Request for Proposals "No. 24-07" ("RFP") on _____, 2024;

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

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

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

1. DEFINITIONS

“Authority” is The Philadelphia Parking Authority.

“Back-End Network” is Contractor’s computer software program that supports and enables the System to function properly. The Back-End Network is responsible for managing the database and data processing and receiving, collecting, managing, storing, tracking, and transmitting Event Data and Historical Data and responding to End User requests.

“City” is the City of Philadelphia.

“Contingency Fee” is defined and described in section 6 of this Contract and the the Work Statement in the RFP.

“Correspondence” is any written communication generated or received by an End User and stored in the Back-End Network.

“Customer Service Center” is a walk-in office space located at 909/913 Filbert Street, Philadelphia, PA where a registered owner of a motor vehicle or his/her agent may make a payment for any fines, penalties, and fees owed relating to any Parking Tickets, Notices of Violation, or any other debt related Notice. The owner may admit responsibility and pay the fine provided in the Notice, request a hearing to contest the liability alleged in the Notice, review the Notice, and review account information related to the Notice.

“Customer Support Services” is defined and described in section D.4 of the Work Statement.

“Data Migration” is the process of selecting, preparing, extracting, and transforming data and permanently transferring it from one computer storage system to another.

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

“End User” is any Authority employee, designee, or agent authorized by the Authority to use or access the System.

"Equipment" is all mechanical and electronic components to be provided by Contractor that are necessary for the System to function properly as specified, including, but not limited to, all Handheld Devices, Handheld Printers, hardware, wiring, housing, conduits, and connections.

“Event Data” is any data that is captured by a Handheld Device and any other data that is stored and managed on the Back-End Network. Event Data includes, but is not limited to Parking Tickets, Notices, Correspondence, penalties, fees, and PennDOT registered vehicle owner information.

“Existing Back-End Network” is the most recent back-end network used by the Authority that manages the issuance and enforcement of on-street parking violations in the City and stores Historical Data prior to the Effective Date.

“Final System Acceptance” is defined and described in section 9 of this Contract.

“Fee Schedule” is defined and described in section 6 of this Contract.

“Go-Live” is a milestone event that occurs when: (1) all Historical Data has been successfully migrated to the Back-End Network, (2) all Handheld Devices and Handheld Printers have been tested and approved by the Authority’s Project Manager for use by End Users on the street, and (3) the Payment Portal and Customer Service Center are both operational and capable of receiving and processing payments.

“Handheld Device” is a piece of Equipment used by Ends Users, such as Parking Enforcement Officers or Tow Operators, that captures, issues, and transmits Parking Ticket information and towing and impoundment information, relating to a motor vehicle’s registered owner, to the Back-End Network.

“Handheld Printer” is a piece of Equipment connected to a Handheld Device and used by End Users, such as Parking Enforcement Officers, that prints out a Parking Ticket to be placed on the windshield of a motor vehicle by a Parking Enforcement Officer.

“Historical Data” is any data stored on the Existing Back-End Network.

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

“Notices” are any written communication generated by the System and mailed to the registered owner and lien holder of a motor vehicle providing notice of a Parking Ticket, vehicle booting, towing, impoundment, and/or auction, and past due amount.

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

“Parking Ticket” is defined and described in chapter 12-2804 of the Philadelphia Traffic Code.

“Parties” are The Philadelphia Parking Authority and Contractor.

“Payment Portal” is the System’s online feature that is capable of receiving and processing online payments for any fines, penalties, or fees owed relating to any Parking Tickets, Notices of Violation, or any other debt related Notices.

“Reports” are any and all data collected by the System that can be presented and/or exported in, but not limited to, CSV, PDF, and Excel format and can be sorted by multiple data parameters.

“Service Credit” means a price adjustment in the subsequent monthly invoice reflecting the value of any lost revenue caused by the System’s failure to meet a Service Level.

“Service Level” is a measurement of the performance of the System and the Services to be provided by Contractor to the Authority identified in the Work Statement of the RFP and Tab _____ of the Proposal.

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

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

“System” is the _____ as a whole described in Contractor’s Proposal that includes all associated Equipment, Software, Payment Portal, Updates, and Services to be delivered by Contractor to the Authority under this Contract.

“Training” is defined and described in section E.4 of the Work Statement. Training is part of the Services provided by Contractor.

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

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

“Winding-Down Period” is defined and described in section 17 of this Contract.

“Work Statement” is part IV of the RFP.

2. CONTRACT DOCUMENTS

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

Exhibit “A” - RFP

Exhibit “B” - Proposal

Exhibit “C” - System Implementation Schedule

Exhibit “D” - Final System Acceptance Certificate

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

Exhibit “F” - Philadelphia Parking Authority Contractor Integrity Provisions

3. TERM OF CONTRACT

3.1. Initial Term. The initial term of this Contract will commence on the Effective Date and will end five (5) years after Go-Live subject to the termination provisions set forth in section 16 of this Contract (“Initial Term”).

3.2. Options to Extend. After the conclusion of the Initial Term, the Authority, in its sole discretion, may extend the term of this Contract for up to five (5) additional one-year periods ("Option Periods") subject to the termination provisions set forth in section 16 of this Contract. The Authority will provide Contractor with at least 30 days written notice of its intention to exercise its option to extend prior to the end of the then current term pursuant to the Notice of Exercise of Option to Extend Contract identified in Exhibit “E”.

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

4. WORK STATEMENT

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

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

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

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

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

4.6. Maintenance and Support Services. At all times while this Contract is in effect, Contractor will provide all Maintenance and Support Services necessary for the System to perform and operate in accordance with the specifications set forth in the Work Statement and Contractor's Proposal. Maintenance and Support Services include Contractor's replacement of any part of the System, including Handheld Devices and Handheld Printers, that becomes defective during the duration of this Contract through no fault of any End User.

4.7. Project Manager. Contractor must coordinate the fulfillment of this Contract with the Authority's Project Manager. The Authority's Project Manager is Brendan Crowther, On-Street Division Project Manager, who may be reached at 215-683-9790 or by e-mail at BCrowther@philapark.org.

5. SYSTEM IMPLEMENTATION SCHEDULE

5.1. System Implementation Schedule. The Parties will meet within 30 calendar days after the Effective Date to develop a mutually agreeable System Implementation Schedule which will be appended and incorporated into this Contract. Contractor will provide the Services according to the System Implementation Schedule plus any changes to that schedule that are mutually agreed to by the Parties.

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

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

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

5.4. Existing Back-End Network. The System must not interfere with the Existing Back-End Network during the Implementation Schedule or at any time during this Contract. Contractor acknowledges that the Existing Back-End Network will remain available for the Authority's access and use and it will not be disabled until the Authority decides, in its sole discretion, that the Existing Back-End Network is no longer needed.

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

6. COMPENSATION

6.1. The Parties agrees to the fee schedule identified in Tab _____ of Contractor's Proposal and section ____ of the Work Statement in the RFP for the Authority's acquisition of the System and Services provided during the Term and any Option Periods ("Fee Schedule").

6.2 The Fee Schedule includes the entire cost of the System, all Services, Software fees, Updates and Upgrades to the System, all Subcontractor fees, Data Migration of applicable Historical Data, and Data Migration of Event Data during a Winding-Down Period.

6.3. Contractor may issue the first monthly invoice to the Authority pursuant to the Fee Schedule thirty (30) days after the Go-Live date.

6.4. The Authority will withhold from Contractor up to 50% of any Contingency Fee identified in the Fee Schedule and owed to Contractor until Final System Acceptance has been successfully achieved pursuant to section 9 of this Contract.

6.5. All monthly payments to Contractor, excluding the fixed per Parking Ticket issuance fee identified in the Fee Schedule, are contingent upon the Authority's Project Manager's acceptance and approval of Contractor's performance of Services as evidenced by the Contractor's successful completion of all of the deliverables and the functionality of the System.

6.6. Payment for any part or parts of the System provided hereunder, or inspection or testing thereof by the Authority, will not constitute acceptance or relieve Contractor of its obligations under this Contract. The Authority may inspect the components of the System when delivered and reject upon notification to Contractor any and all parts of the System, which do not conform to the specifications or other requirements of this Contract. Components of the System, which are rejected, must be promptly corrected, repaired, or replaced by Contractor. If the Authority receives components of the System with defects or nonconformities not reasonably apparent on inspection, then the Authority reserves the right to require prompt correction, repair, or replacement by Contractor.

6.7. Convenience Fee. Contractor may charge a convenience fee for any credit card or debit card transaction made on the Payment Portal or by telephone, excluding payments plans. The convenience fee may not exceed \$3.50 unless authorized by the Authority in writing. Contractor may not charge a convenience fee for any ACH payment made online or by telephone and may not charge a convenience fee for any in-person payment made by ACH, e-check, cash, credit card, or debit card made at a Customer Service Center. Contractor may retain all convenience fees.

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

7. DATA MIGRATION

7.1 Contractor must assist the Authority and fully cooperate with Duncan Solutions, Inc. and its agents and subcontractors with the Data Migration of Historical Data from the Existing Back-End Network to the Back-End Network after the Effective Date in accordance with the System Implementation Schedule identified in section 5 of this Contract.

7.2. During System Implementation and Data Migration, the Back-End Network must be capable of receiving and converting Historical Data to a format that is accessible and useable by the End Users.

8. TESTING OF EQUIPMENT

8.1. During System Implementation, the Authority and Contractor will conduct one or more acceptance test(s) of the Equipment, such as the Handheld Devices and Handheld Printers, to ensure the Equipment satisfies the applicable acceptance criteria set forth in the Work Statement.

8.2. All Equipment, including Handheld Devices and Handheld Printers, must be approved and accepted by the Authority's Project Manager for use by End Users.

8.3. The Authority's Project Manager will issue written notice to the Contractor signaling the Authority's approval and acceptance of all Equipment, including Handheld Devices and Handheld Printers, to be used by End Users.

9. FINAL SYSTEM ACCEPTANCE

9.1. Upon the Authority's Project Manager's approval and acceptance of all Equipment, the achievement of Go-Live, and completion of the System Implementation Schedule, the Authority and Contractor will conduct one or more acceptance test(s) to determine if the System satisfies the applicable acceptance criteria set forth in the Work Statement.

9.2. When Final System Acceptance occurs, the Parties will memorialize this event by promptly executing a Final System Acceptance Certificate. Only the Authority's Executive Director is authorized to execute and issue the Final System Acceptance Certificate to the Contractor. The granting of any payment by the Authority, or the receipt thereof by Contractor, will in no way lessen the liability of Contractor to replace any part of the nonconforming System although the part of the System that was nonconforming may not have been apparent or detected at the time such payment was made.

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

Contractor to the Authority. All warranties will become effective and begin to run upon the successful completion of the acceptance tests and the Authority's Executive Director's execution and issuance of the Final System Acceptance Certificate to the Contractor.

10. SERVICE LEVELS

10.1. The System must meet or exceed the Service Levels set forth in the Work Statement of the RFP and tab _____ of the Proposal.

10.2. Contractor acknowledges that the System's failure to meet a Service Level may have a material adverse impact on the Authority's business operations and that it will entitle the Authority to the rights set out in this Contract below, including, but not limited to, the right to any Service Credits and monetary damages.

10.1. Contractor must immediately notify the Authority's Project Manager in writing and via telephone upon discovering that any part of the System is not meeting a Service Level.

10.3. Contractor will be provided a two (2) hour grace period to repair the System beginning: (1) from the time Contractor discovered that the System was not meeting a Service Level or (2) from the time the Authority put Contractor on notice that System was not meeting a Service Level, whichever occurs first.

10.2. Contractor must present the Authority with a detailed written plan to repair the System within a reasonable amount of time from discovering that the System is not meeting a Service Level.

10.3. Service Credit. In the event that all Handheld Devices or Handheld Printers (collectively as "Devices" for this section 10) does not meet a Service Level or malfunctions and causally prevents a Parking Enforcement Officer from issuing Parking Tickets for two (2) or more cumulative hours in a day, Contractor will apply a Service Credit to the Authority's next monthly invoice. The Service Credit amount will be calculated as follows:

(1) Determine the total number of hours and minutes the Devices were malfunctioning on that particular day of the week and the time of day;

(2) Determine the average number of Parking Tickets issued by the Devices over the preceding 30 days during that particular time and day of the week the Devices were malfunctioning ("Average Tickets Issued");

(3) Determine the average base fine amount of Parking Tickets issued by the Devices over the preceding 30 days during that particular time and day of the week the Devices were malfunctioning ("Average Fine Amount"); and

(4) Multiply the Average Tickets Issued by the Average Fine Amount.

For example: the Devices malfunctioned for 5.5 hours on a Tuesday from 10:00 a.m. to 3:30 p.m. and the malfunction prevented Parking Enforcement Officers from using Devices to

issue Parking Tickets. Authority data showed that for the four (4) preceding Tuesdays from 10:00 a.m. to 3:30 p.m., the Devices issued an average of one thousand (1,000) Parking Tickets with an average base fine amount of \$56.00. In this scenario, Contractor would credit the Authority \$56,000 for that particular instance.

10.4. In the event that any part of the System, excluding Devices used exclusively for issuing Parking Tickets, does not meet a Service Level or malfunctions, Contractor will be provided a two (2) hour grace period to repair the System in accordance with section 10.3 of this Contract. If Contractor is unable to repair the System within the two (2) hour grace period, the Authority may provide written notice to Contractor demanding that Contractor compensate the Authority for any damages the Authority sustained or may incur as a result of the System not meeting a Service Level or malfunctioning. The Parties will make reasonable efforts to reach a negotiated resolution of any claims or disputes arising out of the System not meeting a Service Level or malfunctioning consistent with section 18.1 of this Contract. In the event that the Parties are unable to reach a negotiated resolution, the Parties may seek legal relief pursuant to section 18.2 of this Contract.

10.5. Contractor will not be made to issue any Service Credits or pay any monetary damages to the Authority under this section 10 of the Contract if the System malfunction was proximately caused by an event or third party beyond Contractor's reasonable control, such as a force majeure or an internet service provider.

11. DATA AND FACILITIES

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

11.2. Any access by Contractor to any aspect of the Authority's network must comply at all times with all applicable Authority access and security standards, as well as all other or additional restrictions or standards for which the Authority provides written notice to Contractor. Contractor will provide any and all information that the Authority may reasonably request in order to determine appropriate security and network access restrictions and verify Contractor's compliance with the Authority's security standards. If at any point in time the Authority, in its sole discretion, determines that Contractor's access to any aspect of the Authority's network presents an unacceptable security risk, the Authority may immediately suspend or terminate Contractor's access and, if the risk is not promptly resolved to the reasonable satisfaction of the Authority, may terminate this Contract pursuant to section 16 of this Contract (including without restoring any access to the Authority's network to Contractor).

12. STANDARDS OF SERVICE

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

12.1. Number of Employees. Contractor warrants it will provide sufficient employees to complete the Services ordered within the applicable time frames established pursuant to this Contract. The Authority may, in its sole discretion, require Contractor to staff a particular number of cashiers at a Customer Service Center in order to accommodate operational demand. Furthermore, Contractor will, at its sole expense, supply all tools, Equipment, and other materials necessary to perform the Services contemplated in this Contract.

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

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

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

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

13. AMENDMENTS

13.1. Changes. Any proposed change(s) to this Contract that relates to (i) the deletion of Equipment or Services, (ii) adding additional Equipment or Services, (iii) changing or modifying Equipment or Services, or (iv) making other changes that materially alters the scope of this Contract, including the approval of all performance and payment schedules, must be approved by the Authority's Executive Director in writing.

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

14. TAXES AND OVERHEAD COSTS

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

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

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

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

15. REPRESENTATIONS AND WARRANTIES

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

15.2. Power to Make Contract. Contractor represents and warrants that Contractor has full right and authority to perform its obligations under this Contract and that the Authority will be entitled to use the System without disturbance or failure of operation during the Term or any Option Period.

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

15.4. Warranty Against Infringement.

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

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

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

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

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

16. TERMINATION

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

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

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

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

- (a) deliver to the Authority copies of all Reports, documents, and other work performed by Contractor under this Contract, and upon receipt thereof, the Authority will pay Contractor for any Services performed up to the date of termination;
- (b) Stop the performance of all or the portion of this Contract specified by the Authority on the date and to the extent specified in the notice of termination;
- (c) Place no further subcontracts or orders for materials, Equipment, Services, facilities or other items, except as may be necessary for completion of performance of such portion of this Contract as is not terminated;
- (d) Terminate all subcontracts to the extent that they relate to the performance of the portion of this Contract which is terminated;
- (e) Settle all outstanding liabilities and all claims arising out of such termination of subcontracts with the approval of the Authority, which approval will not be unreasonably withheld and will be final for the purposes of this Article;
- (f) Complete performance of the Services in accordance with this Contract of any such part of the Services which have not been terminated by the notice of termination; and
- (g) Take such action as may be necessary, or as the Authority may direct, for the protection and preservation of any property related to this Contract which is in the possession of the Contractor and in which the Authority has or may acquire an interest.

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

17. WINDING-DOWN PERIOD

17.1. The Authority may, in its sole discretion, elect to trigger a Winding-Down Period. The Winding-Down Period is the period of time commencing on the expiration or termination of this Contract in its entirety and ending no more than nine (9) months thereafter.

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

- (a) at the time that any notice of termination or notice of expiration is provided, or
- (b) after the date of any notice of termination or notice of expiration and not less than 30 days before the scheduled date of termination or expiration.

17.3. During the Winding-Down Period:

- (a) Contractor must continue to provide the System and Services to the Authority;
- (b) The Authority must be able to access, read, use, and process any and all data and information stored on the Back-End Network including, but not limited to, all Event Data, Historical Data, Notices, Reports, and Correspondence;
- (c) Contractor must assist the Authority and fully cooperate with the Authority's designated agents or third parties with the Data Migration of all data and information stored on the Back-End Network to a network storage system designated by the Authority;
- (d) Contractor may not delete or remove any data or information stored on the Back-End Network without the prior written consent of the Authority's Executive Director;
- (e) Contractor will continue to be paid pursuant to the Fee Schedule identified in section 6 of this Contract for providing the System and Services to the Authority; and
- (f) All terms and conditions of this Contract apply during the Winding-Down Period.

18. DISPUTE RESOLUTION

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

18.2 Legal Relief. Notwithstanding the foregoing, either Party will have the right to initiate a legal action seeking monetary damages in the First Judicial District of Pennsylvania, being the Philadelphia Court of Common Pleas, arising out of the interpretation, application, implementation, or performance of this Contract. The requested relief may also include a request for temporary, preliminary, or permanent injunctive relief.

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

19. NO SOLICITATION/CONFLICTS OF INTEREST

19.1. Gifts. Contractor does hereby warrant and represent that the laws of the Commonwealth of Pennsylvania have not been violated as they relate to the procurement or performance of this Contract by any conduct, including payment or giving of any fee, commission,

compensation, gift, gratuity or consideration of any kind, directly or indirectly to any Authority employee, officer or Contractor.

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

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

20. RIGHT-TO-KNOW LAW

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. INDEMNIFICATION

Contractor will be responsible for, and will indemnify, defend, and hold harmless the Authority and its Members, officers, employees, attorneys and agents (the "Indemnified Parties") from all claims, liabilities, damages, and costs including reasonable attorneys' fees and expert witness fees, for bodily injury (including death and workers compensation claims) and damage to real or tangible personal property arising from or related to the negligence or other tortious acts, errors, and omissions of Contractor, its employees, or its subcontractors while engaged in performing Services under this Contract or while present on the Authority's premises, and for breach of this Contract regarding the use or nondisclosure of proprietary and confidential information where it is determined that Contractor is responsible for any use of such information not permitted by this Contract. The obligations to defend and indemnify the Indemnified Parties will not be reduced in any way by any limitation on the amount or type of damages, compensation,

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

22. INSURANCE REQUIREMENTS

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

23. WAIVER

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

24. INDEPENDENT CONTRACTOR

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

Authority. Neither Contractor nor the Authority is granted any right or authority to assume or create any obligation on behalf of the other.

25. COMPLIANCE WITH LAWS

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

26. NONDISCRIMINATION

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

27. CONFIDENTIAL AND PROPRIETARY INFORMATION

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

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

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

27.4. Ownership of Equipment. The Authority will maintain ownership and control of the Equipment throughout the Contract period and in perpetuity.

27.5. Enforcement. The Authority and Contractor agree that damages are not adequate and no adequate remedy at law exists for any threatened or actual disclosure or use of information by Contractor in violation of any provision of this Section 27 of this Contract. Accordingly, Contractor consents to the entry of an injunction against threatened or actual disclosure or use of

the information in violation of any provision of this Section 27 of this Contract, without the Authority being required to post a bond or other security.

28. SECURITY AND DATA PRIVACY REQUIREMENTS AND PCI DSS COMPLIANCE

28.1. 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.

28.2. If necessary for the fulfillment of this Contract, 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 Contract and will only grant such access as may be necessary for the purpose of fulfilling the requirements of this Contract.

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

28.4. PCI DSS (PA-DSS) Compliance. Contractor is responsible for making sure that the System will ensure (i) the security of Cardholder Data stored, processed, or transmitted or received from all persons making a payment by a payment card; (ii) the security of all cardholder data payment processing services for every Merchant Account for which it is processing such payments; and (iii) compliance with all PCI DSS (PA-DSS) requirements. Contractor must have a program incorporated into the System to assure continued compliance with, the PCI DSS (PA-DSS) as the PCI DSS (PA-DSS) may be amended, supplemented, or replaced from time to time, and as applicable to payment transactions processed relating to the System. Compliance requires that the Contractor is aware at all times of changes to PCI DSS (PA-DSS) and promptly implementing all procedures and practices as may be necessary to remain in compliance with PCI DSS (PA-DSS), including promptly notifying the Authority of any non-compliance of the System with PCI DSS (PA-DSS), in each case, at Contractor's sole cost and expense.

29. CONTRACTOR'S BOOKS AND RECORDS

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

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

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

30. SUBCONTRACTORS

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

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

31. GOVERNING LAW

This Contract will be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any choice or conflict of laws provisions of any state) and the decisions of the Pennsylvania courts.

32. VENUE

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

33. NOTICES

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

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

with a copy to:

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

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

34. GENERAL TERMS AND CONDITIONS

34.1 Force Majeure Events. Should the performance by Contractor or the Authority be delayed as a result of Acts of God such as a pandemic, fire, flood, earthquake, or similar catastrophe, war, enemies or hostile government actions, revolutions, riots, civil commotion, labor strikes (excluding Contractor or its subcontractors' labor shortages), delays by any governmental agency including the Authority, or any law, proclamation, or order of any governmental agency (in its sovereign capacity) or court of law, or other causes beyond its reasonable control and occur without its fault or negligence, then the delayed party, upon giving prompt notice to the other party, will be excused from performance for a period of time equal to the duration of such delay; provided, however, that the delayed party will use its best efforts to avoid or remove the cause of non-performance and promptly continue performance hereunder whenever the cause is removed,

and further provided that if the period of delay exceeds thirty (30) days over the term of this Contract, whether continuous or not, either party will thereafter have the right to terminate this Contract without cause on ten (10) days' notice. Any performance required of Contractor under this Contract will be suspended for any period of delay in the performance of the Authority to the extent that such delay in performance is directly the result of any such a cause, provided, however, Contractor must notify the Authority within ten (10) days of the event causing delay or the right to claim delay or the right to do so will be deemed waived by Contractor. Any performance required of the Authority under this Contract will be suspended for any period of delay in the performance of Contractor which prevents performance by the Authority.

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

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

34.4. Risk of Loss. Risk of loss of the Equipment will remain with the Contractor until the Equipment has been successfully delivered to the Authority's headquarters and the Authority's Project Manager has signed a receipt confirming such delivery.

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

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

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

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

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

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

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

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

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: _____

Rich Lazer
Executive Director

Effective Date: _____

APPROVED AS TO FORM

By: Michael Casey
Office of General Counsel

Contractor

Witness: _____

Print Name: _____

Print Title: _____

By: _____

Print Name: _____

Print Title: _____

**Exhibit “A”
RFP**

**Exhibit “B”
Proposal**

Exhibit “C”
System Implementation Schedule

Exhibit “D”

Final System Acceptance Certificate

This Final System Acceptance Certificate memorializes the occurrence of Final System Acceptance on _____ consistent with the successful completion of the acceptance tests pursuant to section 9.2 of the Contract.

The Philadelphia Parking Authority

Contractor

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____
Office of General Counsel

Exhibit “E”
Notice of Exercise of Option to Extend Contract

Pursuant to section 3.2 of the Contract, the Authority hereby exercises its option to extend the term of the Contract for one (1) year beginning on _____ and ending on _____ (Option Period # ____).

The Philadelphia Parking Authority

Attest: _____

Print Name: _____

Print Title: _____

By: _____

Name

Title

Date: _____

APPROVED AS TO FORM

By: _____
Office of General Counsel

Exhibit "F"
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 Contractor and 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. 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. 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 Contractor's compliance with the terms of this or any other agreement between Contractor and the Authority that results in the suspension or debarment of Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in 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. Nondiscrimination/Sexual Harassment. Contractor agrees:

a) In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, Contractor, each subcontractor, or any person acting on behalf of Contractor or subcontractor shall not discriminate in violation of the Pennsylvania Human Relations Act (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

b) Neither Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.

c) Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

d) Contractor and each subcontractor shall not discriminate in violation of PHRA and applicable federal laws against any subcontractor or supplier who is qualified to perform the work to which the contract relates.

e) Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Small Business Opportunities (BSBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

f) Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.

g) Contractor’s and each subcontractor’s obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, Contractor and each subcontractor shall have an obligation to inform the Authority if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.

h) The Authority may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place Contractor in Contractor Responsibility File.

12) Americans with Disabilities Act. Contractor agrees as follows.

a) Pursuant to the federal regulations promulgated under the authority of the Americans With Disabilities Act, 28 C.F.R. 35.1010 et. Seq., Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation on this contract or from activities provided under this contract. As a condition of accepting and executing this contract, Contractor agrees to comply with the “General Prohibitions Against Discrimination,” 28 C.F.R. 35.130, and all other regulations promulgated under Title II of the Americans With Disabilities Act, which are applicable to the benefits, services, programs, and activities provided by the Authority through contracts with outside contractors.

13. 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.

14. 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 Contractor. Contractor’s obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, Contractor shall have an obligation to immediately notify the Authority in writing if at any time during the term of the contract if becomes aware of

any event which would cause 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.

Appendix C

Insurance Requirements

THE PHILADELPHIA PARKING AUTHORITY
RFP NO. 24-07 PARKING VIOLATION MANAGEMENT SYSTEM AND CUSTOMER SUPPORT
SERVICES
INSURANCE REQUIREMENTS

Prior to commencement of the contract and until completion of your work, **Company** 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 (PPA) 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 as applicable.
 - c) Owner must be named as additional insured as shown in requirement #9.

3. Automobile Liability: (Note: if no owned vehicles, show at least hired and non-owned coverage)
 - a) Coverage to include:
 - i. All Owned, Hired and Non-Owned Vehicles
 - ii. 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 as additional insured as shown in requirement #9.

4. Professional (E&O) Liability Insurance with minimum acceptable limits of \$15,000,000 per claim and aggregate. Claims-made is acceptable, but if coverage is canceled, non-renewed or discontinued, an Unlimited Extended Reporting Period (Tail) must be purchased by Contractor.

5. Cyber Liability Insurance with limits not less than \$15,000,000 per claim. If **Company** is providing services that provide or include direct access to Client’s information technology systems or holding sensitive information Client, then the above Technology Errors & Omissions insurance

THE PHILADELPHIA PARKING AUTHORITY
RFP NO. 24-07 PARKING VIOLATION MANAGEMENT SYSTEM AND CUSTOMER SUPPORT
SERVICES
INSURANCE REQUIREMENTS

shall also include: Network Security/Privacy and Privacy Notification Costs (Cyber) Insurance: 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; network security failure, including but not limited to, denial of service attacks and transmission of malicious code. Coverage shall include data breach regulatory fines and penalties, the cost of notifying individuals of a security breach, the cost of credit monitoring services and any other causally-related crisis management expense for up to one (1) year. Coverage shall contain severability for the insured organization for any intentional act exclusions.

6. Excess / Umbrella Liability Insurance with a minimum acceptable limit of coverage of \$10,000,000 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 #9.
7. Deductibles or Self-Insured Retention's: **Company** is responsible to pay any and all deductibles and/or self-insured retentions that may apply to the required insurance.
8. 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
9. The Philadelphia Parking Authority, its agents, employees, representatives, officers and directors individually and collectively, shall be added as ADDITIONAL INSURED on the policies as noted above. **Company'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.

It is agreed that **Company'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.
10. Waiver of Rights of Recovery and Waiver of Rights of Subrogation:
 - a) **Company** 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 **Company** pursuant to this Contract.
 - b) **Company** 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 **Company** pursuant to this contract.
 - c) If any of the policies of insurance required under this Contract require an endorsement to provide for the waiver of subrogation set forth in b, above, then the named insured's of such policies will cause them to be endorsed.
11. 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 **Company**.
12. 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 statute shall be its own responsibility

THE PHILADELPHIA PARKING AUTHORITY
RFP NO. 24-07 PARKING VIOLATION MANAGEMENT SYSTEM AND CUSTOMER SUPPORT
SERVICES
INSURANCE REQUIREMENTS

and at its own expense.

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

15. Failure of **Company** to obtain and maintain the required insurance shall constitute a breach of contract and **Company** 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 **Company** with a written waiver of the specific insurance requirement.
16. None of the requirements contained herein as to the types, limits, or PPA's approval of insurance coverage to be maintained by **Company** are intended to and shall not in any manner, limit, qualify, or quantify the liabilities and obligations assumed by **Company** under the Contract Documents, any other agreement with the PPA, or otherwise provided by law.
17. If work involves subcontractors, **Company** shall require all subcontractors (of every tier) to meet the same insurance criteria as required of **Company**. The subcontractor's insurance must name the PPA as additional insured. **Company** shall maintain each subcontract's certificate of insurance on file and provide such information to the PPA for review upon request.
18. Failure of **Company** to provide insurance as herein required or failure of PPA to require evidence of insurance or to notify **Company** of any breach by **Company** 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 **Company** 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 **Company** and independent of the duty to furnish a copy or certificate of such insurance policies.

Appendix D
PennDOT 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 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.](#)

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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

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

BY _____
for Chief Counsel Date

BY _____
Office of Comptroller Operations Date

BY _____
Deputy General Counsel Date

BY _____
Deputy Attorney General Date

OCC Form No. 18-AT-1.5

Appendix E
Business Partner Agreement

Vehicle Record Business Partner & End Users Agreement

This VEHICLE RECORD BUSINESS PARTNER & END USER AGREEMENT (“Agreement”) is made by _____ (“Company”) with its principal address at _____. Company is involved with _____ (“Contractor”) as either a Business Partner or End User (as such terms are defined below) and will have access to certain **vehicle record information** (“VRI”) received from and owned by the Pennsylvania Department of Transportation (“PennDOT”). The Company acknowledges that it is a **Business Partner / End User** (circle or otherwise identify which is applicable). The Company will have access to VRI pursuant to its role as a Business Partner or End User supporting Contractor’s legitimate business functions.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. INTRODUCTION

As a Business Partner or End User, you must comply with the applicable terms of the Data Sharing Agreement (as applicable to you as either a Business Partner or End User), attached hereto at Appendix A, before you will be permitted to access VRI. Accordingly, the primary intent of this Agreement is to confirm and bind the Business Partner or End User to all terms and conditions of Appendix A as applicable and as they relate to either Business Partners or End Users.

Appendix A is hereby incorporated by reference and made a part of this Agreement. The Business Partner or End User hereby acknowledges and agrees to be fully bound by, and adhere to and comply with, all applicable terms and conditions of Appendix A as they relate to Business Partners or End Users, as applicable. The Business Partner or End User further agrees to not directly or indirectly cause Contractor to violate the terms and conditions of Appendix A. In the event of any conflict between this Agreement and Appendix A, Appendix A shall control (provided that, if the Company’s obligations in the body of this Agreement are more protective than its comparable obligations set forth in Appendix A, the more protective obligations in the body of this Agreement shall control). In the event of any changes in rules or laws, or changes to the terms of Appendix A, those changes shall be incorporated and made a part of this Agreement upon reasonable advance written notice to the Business Partner or End User.

2. DEFINITIONS

Vehicle Record Information (“VRI”) means data containing owner, vehicle, lien, registration, Personal Information, or related information contained in a Commonwealth of Pennsylvania information technology system. For the avoidance of doubt, the Business Partner or End User shall presume all the above described data containing owner, vehicle, lien, registration, Personal Information, or related information that it accesses or receives, directly or indirectly, from Contractor is VRI.

Business Partner means an individual or company involved with the Contractor's business dealing, 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, not Business Partners.

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 IT 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 as required by law, or as otherwise authorized by Contractor and/or PennDOT, for programs determined to be in the public interest, per an affidavit certifying the purpose and use of the VRI and written approval. For the avoidance of doubt, Permitted Uses must at a minimum be those uses or purposes allowed under both the Drivers Privacy Protection Act and /or all other similar state or local laws.

Security Breach means (i) any act or omission that compromises either the security, confidentiality, or integrity of VRI or the physical, technical, administrative, or organizational safeguards put in place by Company, or by Contractor should Company have access to Contractor's systems, that relate to the protection of the security, confidentiality, or integrity of VRI, or (ii) receipt of a complaint in relation to the privacy and data security practices of Company, or (iii) a breach or alleged breach of this Agreement relating to such privacy and data security practices. Without limiting the foregoing, a compromise shall include any unauthorized access to or disclosure or acquisition of VRI.

3. INTENDED USE

Each Business Partner and End User must sign and complete this Agreement, and an Affidavit of Intended Use on the form prescribed, before they will be permitted to access VRI by PennDOT or Contractor. Updated Affidavits of Intended Use for each Business Partner and End User may need to be submitted to Contractor each year by January 15th. Each Business Partner and End User acknowledge and agree that any receipt or access to VRI is subject to any required approvals, or other terms and conditions, that may be imposed, requested, or required by Contractor (or by PennDOT or similar government entities that own or regulate the VRI).

This Agreement shall not restrict a Business Partner 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 state agencies..

End Users shall first contact the Contractor with a request to stop access, storage, or use of personal information. 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.

Business Partners and End Users shall comply with the Applicable Laws, and the federal, state, and local rules, regulations, and policies applicable to its services. 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.

Company 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.

4. BUSINESS PURPOSE (Applicable to Business Partners only, not End Users)

Business Partners shall comply with the requirements for approval and VRI access as described in this Agreement whether they are classified as subcontractors, independent contractors, consultants, agents, or otherwise. Business Partners must notify the Contractor of a change of the Business Partner's ownership within five calendar days of the change. The Contractor will not provide VRI to a Business Partner who has been denied, rescinded, or disapproved access to VRI by the Contractor or by any applicable state agency.

Business Partners must have a documented security program and policies to ensure the security, confidentiality, integrity, and availability of VRI, and to identify, report and manage any security breaches. Terminated Business Partners and employees shall immediately destroy data in their possession or control, whether electronic or otherwise, per the data destruction standards stated in this Agreement. Business Partner may not further subcontract or otherwise delegate the Contractor's services.

5. CONSTRAINTS ON USE

a. Consents

The Business Partner, working through the Contractor, shall obtain PennDOT approval or consent when required in Appendix A, regardless of any waivers or consents obtained 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 Business Partner is required to disclose VRI by law, the Business Partner shall promptly notify Contractor, to provide Contractor (or PennDOT) an opportunity to seek a protective order or other relief. If Contractor or PennDOT does not elect to seek, or is unable to obtain, a protective order or other relief, the Business Partner may disclose the required VRI, after first giving Contractor written notice of the specific VRI to be disclosed as far in advance of its disclosure as practicable. The Business Partner 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 Business Partner 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 Contractor, VRI must not be used for direct mail advertising, marketing, survey research, or other types of mailings (including electronic transmittals).

d. Online Publication

The Business Partner shall provide Contractor with all website addresses, web services, and other places VRI is placed online by Business Partner. 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 Contractor prior to January 15th each year. Business Partner shall comply with the Applicable Laws and Commonwealth of Pennsylvania information technology policies for online publications.

e. Sharing Requests to be Referred to PennDOT

If the Business Partner receives a request to make available information owned or the primary responsibility of Contractor or PennDOT, the Business Partner shall refer the request to Contractor.

6. DATA OWNERSHIP

Company acknowledges and agrees that the Company has no ownership rights or interest in the VRI. More specifically, VRI is the sole and exclusive property of PennDOT. If data is generated based upon VRI data, 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 according to Contractor written approvals.

Shared data shall not be distributed, repurposed, or shared across 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 Contractor . VRI shall not be used to create or update a file or to develop your own or other source of VRI.

If required in order for Contractor to comply with its requirements in Appendix A at Section5(i), the Business Partner hereby agrees to assign, without additional consideration, appropriate rights and interests in New Intellectual Property and Sole Contractor Inventions to the Contractor for subsequent licensing to PennDOT.

7. DATA SECURITY

a. Data Security Standards

Business Partners, agents, employees, contractors, subcontractors, and others receiving or using VRI obtained or derived from the Contractor shall ensure 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 Partners shall keep VRI in a controlled access area (physical and electronic, as applicable). Storage arrangements shall be subject to inspection or audit by Contractor.

The Business Partner or End User 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 Contractor. At a minimum, the 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.

SOC 2 Type 2 reports shall include the Business Partner, to the extent they handle VRI, host or assist with a related implemented system, and assist the Contractor in the critical functions of the Agreement.

The Business Partner shall provide a complete copy of the final SOC 2 Type 2 reports to the Contractor within 15 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 Business Partner shall provide to Contractor, within 50 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 Business Partner along with the dates when each remedial action is to be implemented.

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. Contractor 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.

b. Data Storage and Transmission

VRI shall be uniquely stored so it can be destroyed within 24 hours. Where required by Contractor, VRI shall be destroyed when it is no longer needed for meeting its performance obligations under this Agreement within 24 hours if no alternative period is requested or approved by Contractor or PennDOT. **Business Partners are not permitted to retain VRI unless required by Federal law or regulation, or when permitted by Contractor, in writing.**

Business Partners shall not transfer VRI through an electronic, non-voice 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.

VRI processed and stored in an information technology system shall remain within the United States of America's borders (physically or logically stored). The Company shall ensure VRI is not moved outside of the United States of America.

c. Data Confidentiality and Standards of Care

The Contractor may provide VRI to Business Partners and End Users for Permitted Uses and on a need-to-know basis.

Business Partners receiving VRI shall 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 or Business Partner 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 Company shall use appropriate, generally accepted privacy practices to protect the confidentiality, security, privacy, integrity, availability, and accuracy of VRI.

The Business Partner or End User shall not use or otherwise disclose VRI in a manner conflicting with Contractor's or PennDOT's interests; use or disclose VRI for a purpose other than the Permitted Uses; publish VRI or allow it to be published without Contractor's prior written approval; sell, distribute, reproduce, send, or otherwise disclose VRI to a party not a signatory to this Agreement without Contractor's prior written approval; use VRI to provide information to another entity or person without Contractor's prior written approval; transfer, copy, replicate, or otherwise distribute VRI to the public, or make it available on the Internet without Contractor'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 Contractor in writing); or retain, store, combine, save, or link VRI with other data by the Contractor or its Business Partners without Contractor's prior written approval.

Nothing in this Agreement prevents the Company from disclosing VRI to the extent required by law, subpoenas, or court orders. Other than to Contractor (or to Business Partners and End Users approved per this Agreement), the Company shall not share VRI with unaffiliated third parties without aggregating, anonymizing, and de-identifying it first (to the extent possible), unless the Company obtains Contractor's prior written consent. If the Company combines VRI with other information the Company 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 Contractor and obtain Contractor's written consent before making a required disclosure, unless prohibited by law from doing so, and shall notify Contractor within 24 hours after a required disclosure is made, if prior disclosure cannot be made.

Business Partners (and their agents, employees, contractors and subcontractors) are subject to, and required to perform, security awareness training, with a testing component, along with annual recertification (with applicable documentation and recordkeeping requirements).

d. Data Security Breaches.

In the event of a Security Breach Company shall:

- i. Provide Contractor with the name and contact information for an employee of Company who shall serve as Contractor's primary security contact and shall be available to assist Contractor twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach; and
- ii. Notify Contractor of a Security Breach as soon as practicable, but no later than one (1) hour after Company becomes aware of it; and

Immediately following Company's notification to Contractor of a Security Breach, the parties shall coordinate with each other to investigate the Security Breach. Company agrees to fully cooperate with Contractor in Contractor's handling of the matter, including, without limitation: (i) assisting with any investigation; (ii) providing Contractor with physical access to the facilities and operations affected; (iii) facilitating interviews with Company's employees and others involved in the matter; and (iv) making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law, regulation, industry standards, or as otherwise reasonably required by Contractor.

Company shall at its own expense use best efforts to immediately contain and remedy any Security Breach and prevent any further Security Breach, including, but not limited to taking any and all action necessary to comply with applicable privacy rights, laws, regulations, and standards. Company shall reimburse Contractor for all actual and reasonable costs incurred by Contractor in responding to, and mitigating damages caused by, any Security Breach, including all costs of notice and/or remediation.

Company agrees that it shall not inform any third party of any Security Breach without first obtaining Contractor's prior written consent, other than to inform a complainant that the matter has been forwarded to Contractor's legal counsel.

Company agrees to maintain and preserve all documents, records, and other data related to any Security Breach. Company agrees to cooperate with Contractor in any litigation, investigation, or other action deemed reasonably necessary by Contractor to protect its rights relating to the use, disclosure, protection, and maintenance of Personal Information.

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 Business Partner, 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 Business Partner 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).

8. AUDIT AND INSPECTION RIGHTS

Contractor shall have the right to review the Company's information security before providing VRI, and from time to time during the term of this Agreement. During the term of this Agreement, the Business

Partner may be asked to complete a security survey or attestation document in understanding and documenting the Contractor's or Business Partner's security procedures and compliance with the requirements contained in this Agreement. Failure to complete either of these documents within the reasonable timeframe specified shall constitute a material breach of this Agreement. The Company shall provide Contractor with information concerning the Company's security practices as they pertain to the protection of VRI, as the Contractor may from time to time request.

Company shall maintain accurate and complete data, records, and all other appropriate records of its activities and operations relating to its performance under this Agreement in accordance with generally accepted principles and all applicable and customary laws and practices. Company agrees that Contractor will be granted access to, and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to performance under this Agreement. All such records will be kept and maintained by Company and made available to Contractor through the term of this Agreement and any extensions and for a period of three (3) years thereafter.

Contractor, or any state entity (including as specified in Appendix A) or an appointed audit firm (the "Auditors") has the right to audit the Business Partner. The Auditors shall have access to the Business Partner's facilities, installations, technical capabilities, operations, documentation, records, and databases. The Business Partner (including its insurance agents) shall cooperate with the Auditors (including insurance company agents). If a Business Partner refuses to cooperate with the Auditors, the Contractor shall stop providing them VRI.

9. COMPENSATION

Contractor shall be paid under this Agreement as follows: [fill in compensation amounts here]. If not filled in, then no compensation is due per this Agreement.

10. TERMINATION

Contractor may terminate this Agreement for convenience upon 30 days advance written notice. Either Party may terminate for cause in the event of a material breach or material act of default. Notice will be given to the defaulting Party specifying the cause or default giving rise to the termination for cause and the specific actions required to cure such cause or default. The defaulting Party shall have a minimum of fifteen (15) business days from the date of receipt of notice to either cure the default or, if the default is of a nature that cannot be cured within fifteen (15) business days, to provide a written Corrective Action Plan (CAP) for the approval of the non-defaulting Party. Approval of a CAP or time provided to cure default is not a waiver of the non-defaulting Party's right to terminate the Agreement. If the default is not cured to the reasonable satisfaction of the non-defaulting Party within the agreed time period or in compliance with a CAP, the non-defaulting Party may terminate this Agreement by giving ten (10) business days notice. Contractor may suspend Company's access to VRI upon written notice.

Upon termination or expiration of this Agreement, the Company shall transfer and deliver to Contractor reports and other documentation in the Company's possession pertaining to VRI, subject to the Company's obligation to retain a record of its service. The Company'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 the Company

based on VRI shall either be immediately delivered to Contractor or destroyed, as Contractor requests. The Company shall promptly certify compliance with the requirements of this Section 10 to Contractor in writing. The Company shall comply with its obligations pursuant to this Section 10 within 20 calendar days of termination or expiration of this Agreement, or within another time as the parties mutually agree.

The Company shall maintain timely communication with Contractor, 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 Contractor.

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.

The terms and conditions of this Agreement that would, by their nature, survive the expiration or termination hereof, including the confidentiality, nondisclosure, data ownership, indemnification provisions of this Agreement and this Section 10, shall survive termination or expiration indefinitely.

11. INDEMNIFICATION

For purposes of this Section only, the term “Third Party” is defined to mean any entity, approved in accordance with Appendix A, that obtains access to VRI by or through the Company, directly or indirectly. A Third Party may be any individual, business, government entity, or similar entity. For the avoidance of doubt, a Third Party includes, but is not limited to, an employee, vendor, servicer provider, end user, business partner, subcontractor, agent, representative, subsidiary, or affiliate of the Company.

Company hereby agrees to indemnify, defend and hold harmless Contractor, its agents, officers, employees, affiliates and representatives from and against any and all allegations, demands, losses, obligations, liabilities, reasonable remediation costs and expenses, reasonable consulting and investigation costs and expenses, settlements, judgements, fines, penalties, actual or threatened claims, suits or actions, and other costs and expenses of any kind (including without limitation all court and defense costs and attorneys’ fees, the costs of enforcing any right to indemnification under this Agreement, the cost of pursuing insurance and any expert witness’, attorneys’, and other advisors’ fees and costs) which arise out of or relate to: (i) any data breach or loss or actual or suspected breach of confidentiality or security related to VRI while it is in the custody or control of Company or a Third Party or which otherwise arises out of any act, error or omission of the Company or a Third Party, (ii) Company’s breach of this Agreement, (iii) any negligent or willfull act, error or omission of Company, except to the extent caused by the negligence of the Contractor, or (iv) Company’s access to or use of the VRI or a Third Party’s access to or use of the VRI.

12. LIMITATION OF LIABILITY

THE VRI AND ANY RELATED DATA IS PROVIDED TO COMPANY ‘AS IS’ AND ‘AS AVAILABLE’ WITHOUT WARRANTY, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Neither Contractor nor any third party shall be liable to Company for any

damages, costs, expenses, or losses arising from or caused in whole or in part by errors or omissions in the VRI or associated data.

IN NO EVENT SHALL CONTRACTOR BE LIABLE TO COMPANY FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, COSTS, EXPENSES, FEES, LOST PROFITS OR OTHER LOSSES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH.

13. INTELLECTUAL PROPERTY

Notwithstanding anything to the contrary, nothing in this Section or elsewhere in this Agreement shall be construed as assigning, selling, conveying, or otherwise transferring any ownership, interest in, or title to either Party's Intellectual Property to the other Party. For purposes of this section Intellectual Property shall include software, pre-existing works or independently developed intellectual property, materials, software, methodologies, tools, or inventions.

14. COMPLIANCE

During the term of this Agreement, Company will comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives including, but not limited to those specifically listed herein and the Drivers Privacy Protection Act. Company acknowledges that data at issue in this Agreement is subject to applicable state and federal laws, and that state agencies, including PennDOT, regulate and restrict the access and use of the data and VRI. The Company agrees to comply with any rules, regulations or directives of such state agencies, including PennDOT.

Further, Company agrees that it will comply with any reasonable standards, directives, policies, procedures, and directives issued or communicated to the Company by the Contractor as they relate to VRI and this Agreement. Company also agrees to at all times fully and expeditiously cooperate with Contractor, and provide reasonable access and information to Contractor, as reasonably necessary for Contractor to ensure that both this Agreement and Appendix A are being complied with, and otherwise as necessary to mitigate risk and to ensure that Company has robust processes and procedures in place to secure and protect the VRI. Company acknowledges and agrees that now or in the future, Contractor or state agencies may require data security standards and safeguards, and other similar protections and safeguards, in excess of, and more protective, than those outlined in this Agreement or Addendum A.

The Business Partner's or End User's obligations pursuant to this Agreement (including, for the avoidance of doubt, Appendix A) 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, the Business Partner or End User shall comply with the law, rule or regulation (in addition to complying with its obligations under this Agreement). If the Business Partner's or End User's obligations under this Agreement are more protective than those obligations set out in an applicable law, rule, or regulation, than the Business Partner or End User shall comply with its obligations under this Agreement (in addition to complying with the applicable law, rule or regulation).

15. EMPLOYMENT ELIGIBILITY AND BACKGROUND CHECKS

Company shall conduct all necessary employment eligibility verifications as well as criminal background checks on personnel with access to VRI or otherwise performing work related to this Agreement. Company warrants that no adverse or negative employment eligibility background check findings were noted for any employee with access to VRI or otherwise performing related to this Agreement.

16. THIRD PARTY BENEFICIARY

PennDOT is not a party to this Agreement. However, PennDOT shall have third-party beneficiary rights to enforce the terms of this Agreement and any data security agreement or requirements; and PennDOT, at its sole discretion or where required by law, may enter into a data security agreement directly with the Business Partner. There are no other third party beneficiaries created or intended by this Agreement.

17. AMENDMENTS

Except as otherwise stated in this Agreement, no changes to this Agreement or any Exhibits, Attachments or Schedules are valid unless made in writing and executed by duly authorized representatives of Company and Contractor.

18. ASSIGNMENT AND DELEGATION

This Agreement and any interest therein, including but not limited to any claim for monies due or to become due, may not be assigned, delegated, or otherwise transferred by Company without the prior written approval of Contractor (which shall not be unreasonably withheld).

19. SUBCONTRACTING

Company shall not subcontract any core services under this Agreement without prior written consent of Contractor.

20. SUSPENDED OR DEBARRED ENTITIES

Company certifies that it is not presently listed by any Federal Agency as debarred, suspended, or proposed for debarment or suspension from any federal, state or government or commercial contract activity. Company shall notify Contractor immediately of any change related to this provision. Such notice shall contain all information relevant to any debarment, suspension, or proposed debarment or suspension.

21. NOTICES

All notices or demands required or permitted to be given or made under this Agreement must be in writing and delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the respective Parties at the following addresses. Either Party may modify its address hereunder with prior written notice to the other Party.

To Contractor:

To Company:

Attn: _____

Email: [Email@Address]

Fax: [()]

22. GOVERNING LAW AND VENUE

This Agreement is governed by and construed in accordance with the laws of the State of Pennsylvania. The Parties hereby submit and consent to the exclusive jurisdiction of any state or federal court located within the State of Pennsylvania.

23. SEVERABILITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to any other persons or circumstances are not affected thereby. The Parties agree to negotiate in good faith to modify any invalid or unenforceable provision of this Agreement to fulfill as closely as possible the original intent of invalid or unenforceable provision.

24. INSURANCE

Without limiting in any way the Company's indemnification obligations under this Agreement, the Company shall maintain at its expense (i) a minimum of \$10,000,000 (per claim and in the aggregate) of professional liability/errors and omissions insurance, which includes cyber liability coverage and covers the services and other activities under this Agreement (for the term of this Agreement and for a period of 3 years thereafter), including damages arising from a breach of security, violation or infringement of any right of privacy, data theft, unauthorized access or use, identity theft, a wrongful release of private information, transmission of a computer virus or other type of malicious code, or a failure to protect personally identifiable information from misappropriation, and which insurance names Contractor as an additional insured, (ii) a minimum of \$10,000,000 per occurrence (with a maximum deductible amount of 10% of such policy amount) of employee dishonesty insurance coverage which names Contractor as a joint loss payee and which includes coverage for computer fraud and for the loss of property that is under the care, custody or control of the Company and its personnel, and (iii) any other insurance required by law. The Company shall furnish to Contractor, at or promptly after the execution of this Agreement, and at least annually thereafter, and at such other times as Contractor may reasonably request, a certificate of insurance indicating that all of the above-referenced coverage is in effect. The Company shall provide Contractor

with mandatory thirty (30) days prior written notice of a material reduction in or cancellation of such insurance coverage. The Company shall be responsible for the payment of any and all deductibles from insured claims under its policies of insurance. The foregoing insurance coverage shall be provided for the benefit of Contractor and shall be primary and noncontributory over any insurance carried by, or available to, Contractor. The foregoing insurance policies shall also provide a waiver of subrogation in Contractor's favor.

25. REMEDIES

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. In the event of a breach of this Agreement, neither Contactor, PennDOT nor an affected Pennsylvania citizen will have an adequate remedy in damages and therefore Contactor, PennDOT and any 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.

IN WITNESS WHEREOF, Company and Contractor have caused this Agreement to be signed by their duly authorized officers on the day and year first set forth herein above. Each signatory represents that s/he is fully authorized to enter into the terms and conditions of this Agreement and to legally bind the respective Party.

COMPANY: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Appendix F

Parking Violation Stock, Envelope and Distribution Control Log Specifications

Document will be released via Addendum #1

Appendix G

Specification Compliance Matrix

RFP No. 24-07 Parking Violation Management System and Customer Support Services

Appendix G - Specifications Compliance Matrix

Complete Excel spreadsheet and submit with RFP response.

System

<u>Compliance Category</u>	<u>Compliant</u>	<u>Non-Compliant</u>	<u>Comments on any Non-Compliant Item</u>
B.1 System Components	<input type="checkbox"/>	<input type="checkbox"/>	
B.2 Subscription-Based Software Solutions	<input type="checkbox"/>	<input type="checkbox"/>	
B.3 Hosting Specifications	<input type="checkbox"/>	<input type="checkbox"/>	
B.4 PCI Compliance	<input type="checkbox"/>	<input type="checkbox"/>	
B.5 SOC 1 Compliance	<input type="checkbox"/>	<input type="checkbox"/>	
B.6 System Functionality	<input type="checkbox"/>	<input type="checkbox"/>	
B.7 Financial Management	<input type="checkbox"/>	<input type="checkbox"/>	
B.8 Financial Data Accuracy	<input type="checkbox"/>	<input type="checkbox"/>	
B.9 Financial Reporting Capabilities	<input type="checkbox"/>	<input type="checkbox"/>	
B.10 General Reporting Requirements	<input type="checkbox"/>	<input type="checkbox"/>	
B.11 Handwritten Violations	<input type="checkbox"/>	<input type="checkbox"/>	
B.12 Multiple Payment Methods	<input type="checkbox"/>	<input type="checkbox"/>	
B.13 System Operational Use Time	<input type="checkbox"/>	<input type="checkbox"/>	
B.14 Security	<input type="checkbox"/>	<input type="checkbox"/>	
B.15 American with Disabilities Act (ADA) Compliance	<input type="checkbox"/>	<input type="checkbox"/>	
B.16 Credit Card Fees and Merchant Account	<input type="checkbox"/>	<input type="checkbox"/>	
B.17 Customer Records	<input type="checkbox"/>	<input type="checkbox"/>	

<u>Compliance Category</u>	<u>Compliant</u>	<u>Non-Compliant</u>	<u>Comments on any Non-Compliant Item</u>
B.18 Lienholder Information	<input type="checkbox"/>	<input type="checkbox"/>	
B.19 Registration Suspension	<input type="checkbox"/>	<input type="checkbox"/>	
B.20 Automated Parking Violations Enforcement	<input type="checkbox"/>	<input type="checkbox"/>	
B.21 Vehicle Impoundment Release Process	<input type="checkbox"/>	<input type="checkbox"/>	
B.22 Backup and Restore	<input type="checkbox"/>	<input type="checkbox"/>	
B.23 Disaster Recovery Plan	<input type="checkbox"/>	<input type="checkbox"/>	
B.24 System Updates	<input type="checkbox"/>	<input type="checkbox"/>	
B.25 Optional Capabilities	<input type="checkbox"/>	<input type="checkbox"/>	
B.26 Additional Services Required	<input type="checkbox"/>	<input type="checkbox"/>	
B.27 Operations Management	<input type="checkbox"/>	<input type="checkbox"/>	
B.28 Parking Kiosk Management	<input type="checkbox"/>	<input type="checkbox"/>	
B.29 Residential Permit Parking	<input type="checkbox"/>	<input type="checkbox"/>	
B.30 Contractor Parking Permits	<input type="checkbox"/>	<input type="checkbox"/>	
B.31 Tow Lot Inventory System	<input type="checkbox"/>	<input type="checkbox"/>	
B.32 Boot and Tow Reporting	<input type="checkbox"/>	<input type="checkbox"/>	
B.33 Philadelphia Municipal Court Interface	<input type="checkbox"/>	<input type="checkbox"/>	
B.34 Police Tow Lot Support	<input type="checkbox"/>	<input type="checkbox"/>	
B.35 Unclaimed Vehicle Auction Support	<input type="checkbox"/>	<input type="checkbox"/>	
B.36 Account Based System	<input type="checkbox"/>	<input type="checkbox"/>	

<u>Compliance Category</u>	<u>Compliant</u>	<u>Non-Compliant</u>	<u>Comments on any Non-Compliant Item</u>
Technology	<input type="checkbox"/>	<input type="checkbox"/>	
C.1 Compatible Handheld and Vehicle-Mounted License Plate Recognition (LPR)	<input type="checkbox"/>	<input type="checkbox"/>	
C.2 Global Positioning System (GPS)	<input type="checkbox"/>	<input type="checkbox"/>	
C.3 Real-Time Handheld Parking Violation Data	<input type="checkbox"/>	<input type="checkbox"/>	
C.4 Search and Update Capability	<input type="checkbox"/>	<input type="checkbox"/>	
C.5 System Integration	<input type="checkbox"/>	<input type="checkbox"/>	
C.6 System Scanning Accuracy	<input type="checkbox"/>	<input type="checkbox"/>	
C.7 System Webpage Efficiency	<input type="checkbox"/>	<input type="checkbox"/>	
C.8 System Architecture and Coding	<input type="checkbox"/>	<input type="checkbox"/>	
C.9 System Hardware and Network Requirements	<input type="checkbox"/>	<input type="checkbox"/>	
Operation	<input type="checkbox"/>	<input type="checkbox"/>	
D.1 Information Technology Resources	<input type="checkbox"/>	<input type="checkbox"/>	
D.2 Local Office and Onsite System Support	<input type="checkbox"/>	<input type="checkbox"/>	
D.3 Technical Support	<input type="checkbox"/>	<input type="checkbox"/>	
D.4 Customer Service Support	<input type="checkbox"/>	<input type="checkbox"/>	
D.5 Management Information and Control Reporting	<input type="checkbox"/>	<input type="checkbox"/>	
D.6 Parking Violation Processing	<input type="checkbox"/>	<input type="checkbox"/>	
D.7 Bus Camera Parking Violation Process	<input type="checkbox"/>	<input type="checkbox"/>	
D.8 Payment Processing	<input type="checkbox"/>	<input type="checkbox"/>	

<u>Compliance Category</u>	<u>Compliant</u>	<u>Non-Compliant</u>	<u>Comments on any Non-Compliant Item</u>
D.9 Collections, Violation Noticing, and Correspondence	<input type="checkbox"/>	<input type="checkbox"/>	
D.10 Quality Control and Validation	<input type="checkbox"/>	<input type="checkbox"/>	
D.11 Bureau of Administrative Adjudication	<input type="checkbox"/>	<input type="checkbox"/>	
D.12 Boot and Tow Program	<input type="checkbox"/>	<input type="checkbox"/>	
D.13 Multiple Owners Program	<input type="checkbox"/>	<input type="checkbox"/>	
D.14 Bureau of Motor Vehicle Interface	<input type="checkbox"/>	<input type="checkbox"/>	
D.15 Fee Calculation	<input type="checkbox"/>	<input type="checkbox"/>	
D.16 Noticing for Impounded Vehicles	<input type="checkbox"/>	<input type="checkbox"/>	
D.17 Record Retention	<input type="checkbox"/>	<input type="checkbox"/>	
D.18 Changes to Data	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
E.1 Implementation Plan	<input type="checkbox"/>	<input type="checkbox"/>	
E.2 Installation Requirements	<input type="checkbox"/>	<input type="checkbox"/>	
E.3 Testing Requirements	<input type="checkbox"/>	<input type="checkbox"/>	
E.4 Training	<input type="checkbox"/>	<input type="checkbox"/>	
E.5 Data Migration	<input type="checkbox"/>	<input type="checkbox"/>	
E.6 Offeror/PennDOT Requirements	<input type="checkbox"/>	<input type="checkbox"/>	

Implementation