

REQUEST FOR PROPOSALS FOR

Speed Camera Enforcement

RFP No. 24-10

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PART I

GENERAL INFORMATION TO OFFERORS

SUMMARY	
When:	Proposals must be submitted by Wednesday, July 24, 2024 at 12:00 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 Wednesday, July 24, 2024 at 12:00 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. 24-10 Speed Camera Enforcement”. All proposals must be presented with one (1) original and seven (7) 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 Friday, June 21, 2024 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</p> <p>Join the meeting now</p> <p>Meeting ID: 244 782 521 158</p> <p>Passcode: ZD5LTV</p> <p>Dial in by phone</p> <p>+1 929-346-7319,,686555165# United States, New York City</p> <p>Find a local number</p> <p>Phone conference ID: 686 555 165#</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 a Speed Camera System and the full range of associated support services; violation validation and site selection support, customer service, expert witness testimony, telephone and correspondence processing, noticing, violations processing, Department of Motor Vehicle (“DMV”) interface, payment processing, collections, reporting, field maintenance, repair services and adjudication support and training.

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 **Wednesday, July 3, 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/01623ff3e0024d8eb5565d86a566a3c1>

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.

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/01623ff3e0024d8eb5565d86a566a3c1>

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 **Wednesday, July 24, 2024 no later than 12:00 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 I)** 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 stewart@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.

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/09029977e6f740e19e4fed3714964cab>

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 two million dollars (\$2,000,000) and a Labor and Material Payment Bond equal to two million dollars (\$2,000,000); 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.

I-24. Prevailing Wage.

Current prevailing wages and benefits for the industry and trade will be paid at all times for the duration of this project. Upon an award, the Prime Contractor is required to obtain current prevailing wage rate determinations applicable to this project (Serial Number # 24-04282) from the PA Department of Labor and Industry Enterprise Portal at:

https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fwww.dlsecureweb.pa.gov%2fPrevWage%2fPages%2fProject.aspx%3fd%3d182598%26PageType%3d&c=E,1,TK0FoVwMB4N7YZjQ0iQ9tYcomwvenMTYj1I0-lhAOD3WwtxzPt9fci_1LCuWtmSfVZndtPv3nDjC83rwX5wI365APIGjVKXwISfLH5XHbBHNTpfZC0ctyBDf9g,,&typo=1

I-27. Certified Apprenticeship Program Participation.

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

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

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 - Proposed Project Schedule
- Tab H - Evidence of Insurance
- Tab I - Proposed Amendments to Contract
- Tab J - Disclosure of Legal Actions
- Tab K - Financial Statements
- Tab L - Data Security Information
- Tab M - Community Awareness Campaigns
- Tab N - Correspondence Samples
- Tab O - Camera Specifications
- Tab P - Sample Reporting
- Tab Q - 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.

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

The Offeror must have sufficient experience in providing large scale and full-service Systems and Services to cities of similar size.

List the cities currently using the proposed Back End Network including the volume of: violations issued, notices of violation mailed, payments processed, correspondence received and processed, telephone calls handled, revenue collected, collection notices mailed, DMV records obtained, etc.

Describe Offeror's customer service experience in similarly sized jurisdictions.

Discuss any other Offeror experience that may be relevant to the success of the Speed Camera Enforcement System and Services program.

II-4. Key Personnel (Tab C).

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

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. The primary employee anticipated to represent the Authority must be named.

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 firm.

Offeror must describe its project organization for both startup and ongoing operations. The Offeror must include all positions in the organization including number of staff and location. The Offeror must also include the names and resumes of all personnel requested by the Authority. Offeror will provide a detailed description of its process for hiring personnel associated with its administration of the speed camera program and any and all procedures it undertakes to help ensure that its employees, agents and sub-contractors are qualified to administer the speed camera program. If Offeror requires its employees to a drug testing policy, Offeror will provide its drug testing policy. All test costs will be incurred by the Offeror. The Offeror is required to provide representation at meetings as determined by the Authority and other agencies responsible for the operation of the Speed Camera Enforcement System.

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

II-5. References (Tab D).

Provide a list of all red-light camera and speed enforcement contracts that it has been awarded in the last five (5) years, with contact and project information detailed.

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

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.

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

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

Mobile Enforcement System: Offerors must provide a fixed fee for a Mobile Enforcement System for school zones. The fixed fee must be all inclusive of all costs associated with implementing, relocating and removing a Mobile Enforcement System.

II-7. Technical Response (Tab F).

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

II-8. Proposed Project Schedule (Tab G).

Provide a detailed project schedule based off the 40 existing cameras and an additional 50/100/150 cameras.

Provide a Project Work Plan or Implementation Timeline for all services as outlined for the entire project indicating how it intends to meet the Authority's implementation schedule. The plan must describe the project management methodology and activities needed to complete total project implementation. A typical plan will be presented in chart form and indicate weekly and monthly activities in support of the implementation, including quality control reviews and participation of subcontractors. The plan must provide milestones, anticipated completion dates, and all events required.

II-9. Insurance Requirements (Tab H).

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-10. Proposed Amendments to Contract (Tab I).

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-11. Disclosure of Legal Actions (Tab J).

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

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-12. Financial Statements (Tab K).

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, disseminate, 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-13. Data Security Information (Tab L).

Provide all data security information to evidence that you meet the requirements set forth in Appendix D - Data Sharing Agreement, Section 10. At a minimum the Offeror must provide a SOC 2 Type 2 audit report.

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

II-14. Community Awareness Campaigns (Tab M).

Provide examples of speed enforcement community awareness campaigns you have participated in. Offeror may discuss other community awareness activities it wishes to propose as part of its response.

II-15. Correspondence Samples (Tab N).

Provide samples of all correspondence as described in Section IV-2. E.9 of the Work Statement.

II-16. Camera Specifications (Tab O).

Provide the camera specifications with a summary of cities that the cameras are currently implemented. Include the capture and issuance rates for each contract currently using the proposed Camera.

II-17. Sample Reporting (Tab P).

Provide a list of reports that are currently available in the Back End Network.

II-18. PennDOT Data Sharing Agreement (Tab Q).

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

II-19. Maintenance Plan (Tab R).

Offerors must provide a detailed maintenance plan as described in the Work Statement.

II-20. Additional Information (Tab S).

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: 30%**
- 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: 35%**
- 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

IV-I. General.

On October 21, 2018, Governor Tom Wolf signed Act 86 of 2018 into law in response to the high occurrence of severe and fatal traffic related crashes on the Roosevelt Boulevard roadway (Boulevard) in the City of Philadelphia (City). Act 86 added section 3370 to Title 75 of the Pennsylvania Consolidated Statutes (Act of Oct. 19, 2018, P.L. 563, No. 86; 75 section 3360 et seq.) Act 86 created a five (5) year pilot program for an automated Speed Enforcement System along the 14-mile stretch of the Boulevard between Ninth Street and the City/Bucks County line.

In June of 2019, the City passed Ordinance 190184 which added Chapter 12-3400 to the Philadelphia Code. The Ordinance allowed for the use of automated cameras to determine speeding violations on the Boulevard and established a system of enforcement and administration.

On December 14, 2023, Governor Josh Shapiro signed Act 38 of 2023 into law. Act 38 made the implementation of the Automated Speed Enforcement System along the Boulevard permanent. Act 38 also added section 3371 to Title 75 of the Pennsylvania Consolidated Statutes creating a pilot program for Automated Speed Enforcement Systems in designated school zones in the City, which will expire on December 31, 2029. Section 3371 authorizes five additional stretches of road and five school zones designated by City Council as a pilot program with an end date of December 31, 2029.

Definitions:

“Approach” is all lanes of traffic moving toward a roadway intersection in one direction. An approach may include one through traffic lane or multiple traffic lanes which include left-turns and right-turns.

“Back End Network” is Contractor’s computer software program necessary for the System to function properly. The back-end network must be capable of electronically receiving and processing a camera’s recorded image and recorded information, preparing and mailing a notice of violation to the registered owner of a motor vehicle identified in the recorded image, reviewing violations pre and post issuance, obtaining and reviewing reports, adjudicating issued violations, and audit payments.

“Camera” is a piece of equipment located near an Approach that captures and records an image of a motor vehicle driving in excess of the posted speed limit along the designated highway by 11 miles per hour or more. The Camera must record the image of the vehicle, the rate of speed of the motor vehicle as it enters and exits an approach, the registration number and state of issue of the motor vehicle registration, and the date, time, and place of the violation. The Camera must electronically transmit the recorded image and recorded information to the Back End Network.

“Camera Pole” is a piece of equipment located near an approach that is attached to the ground. A camera is attached to a camera pole.

“Customer Service Center” is a walk-in office space located in the City and approved by the Authority where an owner of a motor vehicle to whom a notice of violation has been issued 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, review the recorded image in the notice, and review account information related to the notice.

"Equipment" means 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 cameras, sensors, servers, hardware, wiring, housing, camera poles, conduits, radars, modems, wi-fi, and connections.

“Reports” mean 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 date, and can be sorted by multiple filters such as date, time, location, notice number, event number, payment amount, payment method, etc.

“Services” means 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.

"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 the Proposal. Software includes the Back End Network.

“System” is the Automated Speed Enforcement System as a whole that includes all associated Equipment, Software, Updates, and Services to be delivered by Contractor to the Authority under this Contract.

“Violation Processing Center” is an office space where the Contractor processes violations. The Violation Processing Center must be located in the United States of America and approved by the Authority.

IV-2. Specific.

An Automated Speed Enforcement System to be employed as well as the operational resources and administrative personnel (for functions designated as the responsibility of the successful Offeror), organization structure, policies and procedures (“System”) proposed to provide the requisite levels of service.

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

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

The Speed Camera Enforcement System ("System") will be inclusive of all equipment, programs, and personnel required for the photo enforcement of speed violations in concert with the Philadelphia Parking Authority and City of Philadelphia.

A. Information Security and Protection of Civil Liberties

1. All program information, data, and images are the property of the Authority and may not be used by the Offeror outside the scope of services defined herein without written permission from the Executive Director.
2. Offerors will need to be SOC 2 Type 2 compliant.
3. Offerors must submit a copy of their executed PennDOT’s Data Sharing Agreement in **Tab Q** of their proposal.
4. 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 Contractor 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 SSC 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”).

5. The Offeror and all subcontractors must meet and show proof of Level 1 PCI compliance and certification in **Tab L** 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.
6. The Back End Network and Software must be capable of providing accessibility to numerous users without degradation of service. The list of users must be complete, accurate and approved by the Authority. Whenever the Contractor's users change, the Authority must be notified immediately in writing. The Back End Network and Software must also allow multiple users to simultaneously view a single violation. It must also include a security and audit function to enable the tracking of access, data entry and amending of incidents.
7. The Back End Network and Software will provide limited access to images. Tracking Software is required to show when and who accesses the Backend Network and Software. The Contractor must notify the Authority of the method by which access to the Backend Network and Software may be gained. The Backend Network and Software will be available to all users approved by the Authority.
8. The Camera must reliably, accurately, and fairly capture speed violations while minimizing the invasion of privacy for drivers and passengers. No Camera may be capable of being manipulated from a remote location for any purpose. No Camera will be placed in such a manner as to capture images other than those described in this document. All images must be specific to Speed Camera Enforcement. Proposals must include how privacy concerns have been addressed in similar environments with similar equipment.

B. Public Information, Education and Publicity for Program

1. The Contractor may be required, if deemed necessary by the Authority, to provide information in support of an ongoing public information campaign to improve public awareness of the Speed Camera Program. In addition, the Contractor may be required to attend public meetings and assist the Authority and/or City staff in demonstrating the System.
2. The Contractor may be responsible, if deemed necessary by the Authority, for the creation of professionally produced public service announcements and literature describing the Speed Camera Program. The public service announcements will be done at the request of the Authority.
3. The release of any information regarding the System must be done with the written approval of the Authority.

C. Equipment Installation

1. The Contractor will provide and install all related equipment needed to identify and photograph motor vehicles violating speed limits. Each Camera will monitor speed violations from a single approach and be able to capture multi-vehicles in multi-lanes simultaneously according to the specifications outlined in this RFP. New equipment must be installed, and it must be of the latest technology available that has been used in at least two current contracts that include over 50 cameras and have been proven effective.
2. The Authority will require the Contractor to install all hardware, including the Camera and Equipment for the System. Required Equipment will include, at a minimum, all computer interfaces, Software, Cameras, flash strobes, poles, violation detection system, wiring, and any other necessary appurtenances to support a fully functional Camera. The Contractor will work with an electric power company to establish a separate power tap and billing account. The electricity costs must be paid by the Contractor.

3. The style, design and specifications for poles used in relation to the Camera and Equipment will be designated by the Authority. The Authority will be responsible for the providing and installation of all sign poles and signs at the Camera System locations. The Contractor will be solely responsible for reimbursing the Authority for any and all monetary costs associated with the purchasing of and installation of the poles and signs.
4. The Contractor must provide and install the camera boxes, radar (type approved by the Authority and PennDOT), related wiring and any ancillary equipment necessary to make the Camera operational. All Equipment provided by the Contractor, including the junction box, must be marked with the Contractor's name and emergency contact information. Installation of the Camera System will be completed on a schedule agreed to by the Authority. The Offeror must detail their installation methodology in its proposal. Contractor must pay for all upgrades required by PennDOT and/or the City of Philadelphia, including all licensing and permits required by the City. All replacement equipment must be new.
5. The Contractor will be responsible for all construction, obtaining construction permits and associated requirements to install the Camera and Equipment. The Contractor must provide all equipment, tools, and parts necessary for the full and complete installation, final inspection and activation of each Camera, including but not limited to: power provisioning, wiring, concrete bases, hand boxes, electrical junction boxes, poles needed and installed for the mounting and optimization of all pole mounted Camera units. This requirement includes returning the work area to its original condition prior to the installation of the pole and Camera. Prevailing wages must be paid for all trade work.
6. The Contractor will be responsible for the installation and maintenance of high-speed internet/communication for event transmission at each location. The Contractor will be responsible for all costs associated with the communication service.
7. All equipment installed in relation to the Camera must be assembled in the United States.
8. All radar equipment must be certified by PennDOT and published in the PA Bulletin. Certificate from PennDOT must be provided to the Authority upon approval.

D. Equipment Maintenance

1. The removal of obstructions that interfere with clear vision of signs and signals will be the responsibility of the Contractor. The Contractor will be responsible for all costs related to the removal of obstructions or other measures to alleviate obstructions.
2. Contractor will be responsible for all maintenance of equipment supplied by the Contractor.
3. The Contractor is responsible for daily verification of each site's operational status and is required to immediately notify the Authority of any Camera, Equipment, Back End Network, or System malfunction. Any Camera or Back End Network malfunction must be repaired or replaced within 24 hours of its discovery unless otherwise approved by the Authority.
4. The Contractor must provide a quality assurance check at a minimum of 2 times daily, or otherwise requested by the Authority, on each Camera and Equipment seven (7) days a week. The Contractor must provide daily Camera and Equipment status reports by email each day that describe the maintenance performed, problems detected and out-of-service time for each unit. Reports must be made electronically to the Authority and its designated representatives. These reports must be accurate and include all maintenance, repairs and replacements performed on all Cameras and Equipment. When a Camera and/or Equipment is found to be inoperable, the Authority Project Manager must be notified immediately by email.
5. The Offeror must submit a detailed maintenance plan that includes all elements listed above as well as a schedule for all maintenance, staffing plan for maintenance functions in **Tab R** of their proposal. The Offeror is required to provide a description of the plan for any necessary repairs, including emergencies and

maintenance of the Camera. The Contractor is required to provide a detailed description concerning the availability of its technicians in the event that a Camera becomes inoperable.

6. The Contractor is responsible for regular inspection of the Camera and Equipment, which must be performed at a minimum once a week. Regular inspection includes checked for damage, vandalism, structural integrity, and unauthorized posting of materials or graffiti. Repairs, cleaning and replacement of poles and equipment are to be done in adherence with the provisions of this contract. Unauthorized postings and graffiti will be removed expeditiously, and costs will be absorbed by the Contractor.
7. Maintenance of each Camera and Equipment must be accomplished with minimal traffic lane obstruction. The Authority/City reserves the right to limit the days, hours and locations at which service vehicles may park to perform Camera and Equipment maintenance.
8. Unless otherwise approved by the Authority, Camera and Equipment being replaced due to damage, defacement or inoperability must be replaced with new equipment.
9. The Contractor must provide on-site technical support services within two (2) hours of a request by the Authority.
10. The Contractor must provide cellular telephone numbers for key staff that can be contacted during and after normal business hours to address any malfunction or System failures.
11. For malfunctions, errors or failures with the Contractor's personnel or System including but not limited to servers, commercial cloud, communication equipment, computer processing, printing, address/tag returns, or other Contractor related activity that results in the loss of event data related to the System and the issuance of any potential notices, the Authority must be notified of issue, cause, and repair upon discovery. The invoice deductions will be based off of one hundred percent (100%) of the base fine of each lost violation that could not be issued based off of the average of the prior three months issuance for the System.
12. For malfunctions, errors or failures specific to the Camera and Equipment, these items must be repaired within forty-eight (48) hours. The invoice deductions will be based off of one hundred percent (100%) of the base fine of each lost violation, based off of the data of each particular location where data was lost.
13. The Contractor must provide a preliminary verbal analysis of Camera downtimes or the Camera and/or Equipment malfunctions to the Authority within two (2) hours of discovery followed by a written analysis within forty-eight (48) hours to the Authority. All outages must be listed in a weekly and monthly report. If the Camera and/or Equipment is inactive for more than twenty-four (24) hours without a report, then the monthly invoice will be decreased by the agreed upon formula the Camera was inactive.
14. For malfunctions that fall within the responsibilities of the Contractor, the Contractor must repair the fault within twenty-four (24) hours unless written approval for additional time is approved by the Authority.
15. The Contractor must provide daily, weekly, and monthly System validation and maintenance checks and provide to the Authority monthly trend analysis reports within fifteen (15) calendar days of the following month. At a minimum the reports will include the following elements:
 - a. Camera malfunctions
 - b. Date, time, and location
 - c. Downtime of location
 - d. Type of maintenance
 - e. Maintenance performed by
 - f. Repair made, if necessary.

E. Project Management

1. The Contractor must maintain a walk-in Customer Service Center located within the City of Philadelphia, at a location approved by the Authority. Citizens must be able to receive information, make payments, request a hearing, and view violation images and information at the Offeror's Customer Service Center. The Contractor's Customer Service Center does not have to be co-located with the Contractor's Violation Processing Center.
2. The Contractor's Customer Service Center will be closed on the following holidays: Memorial Day, Juneteenth, July 4th, Labor Day, Thanksgiving, Christmas, and New Year's Day. Any other weekday closures must be approved by the Authority.
3. The Contractor will make every effort to work with the Authority in resolving citizen inquires or complaints made concerning the use of Speed Camera Enforcement technology. Contractor's staff must be properly trained in all aspects of the Speed Camera Enforcement Program. The Customer Service Center will be open for business between the hours of 9:00 a.m. to 5:00 p.m., Monday through Friday. Please describe the level and available hours of customer service proposed for this project.
4. The Contractor will assist in establishing a clear written protocol to be approved by the Authority for handling citizen complaints. The Contractor will be required to document all contacts with violators in the Back End Network.
5. The Offeror must have demonstrated experience in establishing, staffing, and operating a customer service operation with trained customer service representatives ("CSR") to handle the call volumes and citizen questions about the program or a particular traffic violation. CSRs will be paid the prevailing industry wage, The call center must except live calls from 8 am to 8 pm EST.
6. Describe the automated tools available for CSRs to:
 - a. Review account data and violation images.
 - b. Send automated correspondence.
 - c. Initiate violation reviews.
 - d. Suspend account activity as appropriate.
7. The Offeror must provide adequate staffing to open, count batch, log review and process correspondence letters mailed from citizens each day. The Authority requires that 90% of all correspondence be processed within one day of receipt when averaged for each week. In no case may any correspondence processing take more than two (2) working days.
8. Contractor's staff must be cross-trained and experienced in all facets of correspondence submission requirements to ensure coverage during heavy volume periods. Appropriate supervisory staff must be assigned to all operational departments.
9. The Offeror is responsible for generating all out-going correspondence and providing detailed descriptions of each letter type (include sample system-generated letters with proposal). The Offeror must describe the process for generating correspondence to citizen inquires and include samples in **Tab N** of your proposal. Correspondence must include, but not limited to, the following:
 - a. First Notice
 - b. Reminder Notice
 - c. Driver Notice
 - d. OAR - Notice of Determination - Liable with selected reason
 - e. OAR - Notice of Determination - Not Liable with selected reason

- f.** OAR - Notice of Determination - Liable - Failure to Appear
 - g.** OAR - Notice of Determination - Continuance with new date
 - h.** Scheduling Notice
 - i.** Continuance Approved - rescheduling notice
 - j.** Administrative Dismissal with reasons including but not limited to:
 - (a) Administrative Decision,
 - (b) Stolen plate
 - (c) Stolen vehicle
 - (d) Death certificate
 - (e) Sold vehicle
 - (f) Incorrect plate
 - k.** NSF notice indicating fee was applied.
 - l.** Bankruptcy - Discharge and dismissals
 - m.** Notice indicating Transfer of Liability completed.
 - n.** Notice requesting additional documentation for OAR review.
 - o.** Return Check with options for the following reasons but not limited to:
 - (a) Check missing signature.
 - (b) Unable to apply payment for missing notice or license plate number.
 - (c) Payment was combined with parking and/or red light notice payment.
 - (d) Account not found.
 - p.** Overpayment - Letter stating refund will be issued.
 - q.** Refund Request
 - r.** Payment issue - Citizen needs to contact office about payment submitted.
- 10.** The Offeror must describe the methodology for handling, processing, and tracking incoming and outgoing correspondence.
 - 11.** The mail processing facility must be equipped with thorough physical security features including but not limited to Cameras, pass-key door lock system, sprinkler system, etc.
 - 12.** All violation processing services required must be provided out of the Violation Processing Center. The Violation Processing Center must conform to all local, state, and federal zoning and building code requirements and will continue operation until 60 days after the contract expiration. Upon conclusion of the contract and the 60 days thereafter, the Offeror will forward all records to the Authority for disposition of the remaining cases.
 - 13.** The Customer Service Center will conform to all local, state, and federal zoning and building code requirements.
 - 14.** The Customer Service Center will continue operation for as long as the contract for the Speed Enforcement Program is active and for 60 days thereafter. Upon conclusion of the contract and the 60 days thereafter, the Offeror will forward all records to the Authority for disposition of the remaining cases.

15. The Customer Service Center Manager, or other designated employee of the Offeror, will be required to work in Philadelphia effectively with, and promptly address issues identified by the Authority on a daily basis.
16. The Contractor will provide trained office and clerical staff, which must be citizens of the United States and have experience operating in a professional office setting. All work is to be done in the United States of America without exception.
17. The Offeror will identify the location of its proposed Processing Center for the System.
18. The Offeror will describe how it will audit received correspondence with what is uploaded to the Back End Network to ensure all payments/hearing requests/correspondence is processed correctly.

F. Installation Plan/Transition Plan

1. Offerors will be required to install PennDOT approved Systems within ninety (90) days of approved notification by PennDOT. Any other Systems will be installed at the discretion of the Authority, with ninety (90) days' notice.
2. Discuss Offeror's success in implementing Speed Enforcement Systems and service programs of similar size within similar time frames.
3. The Back End Network and Software must be capable of interfacing and exporting all data and images with other Authority databases as required. Please describe other jurisdictions where the proposed Backend Network and Software were successfully interfaced with existing systems and any other back-end networks. The Authority will be going out to RFP for a new parking violation management system during this contract, so the Authority's current parking violation management system may change.
4. After contract award, the Contractor will be responsible for the full data conversion from the incumbent Contractor's system. Contractor will be responsible for establishing a migration plan with the incumbent Contractor to complete the data conversion. Contract will ensure minimum downtime during the conversion.
5. The Contractor will be required to replace all existing Camera, Equipment, and Back End Network with new Equipment within one hundred and twenty (120) days of Notice to Proceed by the Authority. Any other Cameras and Equipment will be installed at the discretion of the Authority, within ninety (90) days' notice.

G. Site Selection, Analysis and Design

1. The Contractor is required to perform feasibility and/or baseline studies at locations and school zones being considered or selected for inclusion in the program. Proposals must include the methodology of the studies. Any traffic studies conducted as part of a site selection process must occur of the target location and for a period of at least twenty-four (24) continuous hours. Requested studies must be provided within thirty (30) business days from request and at no cost to the Authority.
2. The Authority, in consultation with the City and PennDOT, will be responsible for the final site selection. Offeror will provide examples of where they have implemented new site and provide contact information for each city referenced.

H. Permitting

1. Prior to installation, the Authority, in coordination with the City and PennDOT will approve the design and installation of all Camera and Equipment. Installation of Equipment must require minimal disruption of roadway surfaces and will conform to all City, state, and federal guidelines. The Contractor will be responsible for submitting any plans as required by the City Code and obtaining all necessary permits and approvals required for installation of the Camera and Equipment. Contractor must pay for all improvements at new sites required by PennDOT and/or the City.

I. Camera System Requirements

- 1.** The Offeror will provide a Camera of sufficient quality to provide clear color images, for installation at each selected location. The Offeror will provide Camera specifications in **Tab O** of their proposal with a summary of cities that the Cameras are implemented.
- 2.** The Camera must be capable of operating effectively in all weather conditions, including heat, cold, wet, and dry, 24 hours a day. The Offeror must explain how the Camera adapts to different weather conditions.
- 3.** Camera must be fully automated regarding set-up, settings and focusing.
- 4.** The Authority expects one Camera to cover all lanes, up to five (5) for each undivided approach.
- 5.** Offeror must describe the proposed Camera, including Camera capabilities and features, Camera housing and pole, flash units, processing capabilities and other Equipment associated with the Camera.
- 6.** Each Camera and Equipment must be equipped with a computer interface and must have sufficient computer support and associated equipment to record, document and track speed enforcement data for record keeping and adjudication purposes.
- 7.** The Camera and Equipment must be capable of gathering and producing to the Authority daily/monthly location traffic information for statistical analysis to include speeds, speed violations, and traffic volume and associated averages. Traffic data must continue to be captured during periods when the Camera is placed in a "quiet" mode or the setting where the Camera is not in an enforcement mode.
- 8.** Authority personnel must be able to review monthly reports and review/update violator account information online. The Back End Network and Software must allow Authority personnel to review all relevant account information. Any data that the Authority cannot collect from the Back End Network must be provided to the Authority within a week of the request.
- 9.** Offeror's proposed Camera and Equipment-must be easily portable, allowing a single Camera to be rotated between several Camera housings at the Authority's discretion.
- 10.** The Offeror must include the method proposed for violation detection. Include a detailed description of the method and record of accuracy of the violation detection protocol proposed. The Offeror must include a list of cities where the violation detection method is employed.
- 11.** The Contractor will provide a Camera capable of photographing the rear of vehicles whose drivers commit speed violations. The Camera must obtain a clear image of the rear of vehicles as to clearly identify the license plate. The Camera must be able to capture at least three (3) color photographs per violation. The first photo must depict the vehicle operating at least 11 miles over the posted speed limit. The second photograph must depict the vehicle continuing to operate at least 11 miles over the posted speed limit at a location further down the road. The third photograph must depict a cropped view of the vehicle's license tag.
- 12.** Images must be clearly discernible and visible to the naked eye, without the use of enhancement equipment to view the photograph of the vehicle in violation. The Equipment must also be capable of providing a color image of the rear license plate of the vehicle in violation. Furthermore, the Camera must be able to capture all images in color at all times of day and under all weather conditions. Sample photos depicting day and night images must be submitted with proposals representing all weather conditions including rain, snow, overcast and bright sunlight. Offeror must demonstrate how the Camera adjusts to all conditions and speeds.
- 13.** The Authority requires monthly, quarterly, and yearly standardized reports to include those noted throughout this RFP as well as reports summarizing and detailing the program Camera performance and financial reports, in addition to any other reports requested by the Authority.

J. Expansion Capabilities

1. The Authority may wish to migrate to other automated speed enforcement technology such as school zone enforcement in the future, per legislation and is determined to be in the best interest of the Authority. The Offeror must describe how the proposed Speed Camera Enforcement System can accommodate such an upgrade and detail the level of work required to migrate to other available automated speed enforcement technology.

K. Violation Data Information Requirements

1. The Back End Network must attach the electronic signature and ID number of the reviewing officer to the actual notice mailed to the violator.
2. The Back End Network must provide record keeping and tracking functions for all violations from issuance through final disposition. History must show an audit trail to include dates and time of who reviewed and approved the violation, as well as, when the notices are mailed, when violation pages are reviewed, and actions that were made.
3. The Contractor's Back End Network will serve as the core for the violation processing on this project.
4. The Contractor must adhere to 75 Pa. C.S. § 3370(f)(4). Reports and documentation will need to be provided to confirm these actions were completed to the Authority and the Pennsylvania Secretary of Transportation.

L. Calibration, Accuracy and Report Requirements

1. Each Camera and Equipment must be capable of internal calibration checks for accuracy and functionality. Evidence of such testing must be imprinted on the Camera image. Test failures must prevent further operation of the incapacitated unit. The Contractor is required to provide certification that the Camera and Equipment was operating properly at the time of a speed violation and provide a pass/fail report upon request of the Authority. Certification must be supplied to the Authority's project manager when completed.
2. The Camera and Equipment must be capable of allowing Authority personnel to complete remote downloads, verify calibration and shut down the Camera and Equipment. The Contractor must maintain the correct calibration on all speed Cameras annually from the installation date. Contractor must provide documentation to the Authority on an annual basis to ensure each Camera has proper calibration and follows PennDOT requirements.
3. Define the proposed Back End Network and all supporting Software which allows statistical analysis of violations and related data over time and its capabilities. The information in the Back End Network must provide record keeping and tracking functions for all violations from issuance through final disposition.
4. A wide range of reports will be required from the Contractor. Reports must have the ability to be easily exported to excel and PDF format. The Authority may require additional reporting then what is being offered for reconciliation purposes. Reports must be able to be filtered by date, time, location. All reports must have the ability to be accessed by day, week, month or year. Provide a list of reports that are currently available in the Back End Network in **Tab P** of your proposal.
 - a. The following reports must be in total and by specific Camera:
 1. Total number of events
 2. Total number of violations recorded
 3. Total number of citable violations
 - b. The following reports must be by specific Camera:
 1. Traffic volumes
 2. Number of rejections by Camera

- c. Separated by in detail violation rejection categories and amount.
 - d. Number of violations prepared and mailed.
 - e. Average traffic speed captured by Camera.
 - f. Average violation speed captured by Camera.
 - g. Highest speed captured by Camera.
 - h. Violation issued by zip code.
 - i. Violations issued by time of day.
 - j. Number and dollar amount of fines collected daily, weekly, yearly and total to date.
 - k. Status of violations issued (outstanding, paid, in collection status, etc.)
 - l. Number of telephone calls, their resolution, wait time, etc.
 - m. Adjudication hearings scheduled.
 - n. Adjudication hearings held and the determinations.
 - o. Disposition of adjudication hearings/User information provided.
 - p. Equipment hours of service.
 - q. Camera maintenance status and downtime reasons.
 - r. User productivity report summary.
 - s. User productivity report detailed with events processed and times.
 - t. Any other report requests by the Authority.
5. Each report must be available on at least a monthly and annual basis. Some may be required on a daily or weekly basis. Preference will be given to the reporting systems which would allow custom reports to be produced from an array of preset factors.
 6. The Offeror will describe how they will report to the Authority on the accuracy of the processing and field work provided by their Back End Network. A description of the methodology of quality assurance procedures must be included in the Offeror's proposal.

M. Training Requirements

1. The Offeror must provide reasonable and necessary training in the operation of the System for appropriate staff. This training must provide the personnel with an understanding of how the System operates.
2. The Contractor must provide training on the use of the Contractor's Back End Network to officers and others who will have access.
3. The training must be conducted within the City of Philadelphia at a site and time approved by the Authority.
4. Class size must be limited to provide a quality training atmosphere. Class size will be limited to a maximum of 15 persons for each instructor. The Offeror must describe the proposed training whether virtual or in person and state the class size in the proposal.
5. The Offeror must submit an overview of the training of its employees and any expert witnesses the Offeror will require to further the efforts of the program.
6. All training will need to be included with a manual that includes detailed processing instructions, screen shots, diagrams, examples and be specific to the Philadelphia program.

N. Violation Processing

- 1.** All required data generated by the violation must be superimposed in the photographs.
- 2.** The Authority seeks a comprehensive Back End Network that has the capacity to handle a high volume of speed violations. The Back End Network must be capable of reviewing violation events, name and address acquisition, notice mailing, payment processing, customer service, and collections. The Contractor must strictly adhere to all timelines established by the Authority concerning the processing of said violations and will further abide by any and all local and state laws and regulations pertaining to the System. The Offeror is required to provide a detailed description of the Back End Network. The description must include at least the following:
 - a.** Capabilities
 - b.** Security and auditing ability
 - c.** Capacity
 - d.** Features
 - e.** Available modules
 - f.** Support
- 3.** Offeror's database must provide standard relational database functions to allow the Offeror and City agencies, authorized by the Authority, to easily enter, access, search, load and sort the violator database by various parameters including:
 - a.** Date of violation
 - b.** A unique violation incident number
 - c.** Vehicle registration plate information
 - d.** Time of Violation
 - e.** Vehicle registration plate and issuing state
 - f.** Registered owner of vehicle
 - g.** Date of notice
 - h.** Adjudication status
 - i.** Hearing date and time
 - j.** Any other elements requested by the Authority.
- 4.** The System must have the capability to provide a search queue that allows the Authority to search and sort data including but not limited to, a combination of the following criteria:
 - a.** Event date with time option
 - b.** Issuance date
 - c.** Status
 - d.** Location
 - e.** Plate
 - f.** Registered owner name
 - g.** Speed range
 - h.** Court date

- i. Controllable rejection
- j. Non controllable rejection

If requested by the Authority, the Offeror will be required to demonstrate during their presentation.

5. The proposed Back End Network must accept all statistical data from Camera used by the Authority, regardless of Camera type. The Back End Network must contain all Camera data and violation processing data within a single point of access or single database.
6. Pennsylvania law provides owners with the option of identifying who the driver was of the vehicle at the time of the violation through testimony in court or via notarized statement. Driver notices are then sent to the identified offender immediately upon the court's approval. The Offeror must be able to meet this requirement and will perform all associated mailings at no additional costs to the Authority.
7. The Back End Network must provide authorized designees of the Authority, City and Philadelphia Police Department the capability to review monthly reports and review/update violator account information online.
8. The Back End Network must allow the authorized designees to review all relevant account information to include, at a minimum:
 - a. Vehicle registration plate numbers
 - b. State of issuance for the vehicle registration plate
 - c. Vehicle registration plate type
 - d. Date and time of the violation event
 - e. The location of the violation event
 - f. All digitized images demonstrating the violation and tag close-up.
 - g. Payment status: including date payment was applied and if applicable, image of check or money order.
 - h. Hearing status
 - i. Digitally imaged correspondence
 - j. Standardized monthly reports (must have ability to review and print reports).
 - k. Zoom capabilities to enhance image clarity.
 - l. Include in queue history tracking of incident to include date/time and individual who completed action.
 - m. All customer related notes: any contact with customers must be documented.
 - n. Show dates of each step of violation process and present status of incident
9. Personnel authorized by the Authority must have the ability through remote workstations to, at a minimum:
 - a. Download violation images for printing or mailing to citizens.
 - b. Suspend activity on accounts until further research is completed in special circumstances.
10. On all approved violations, the Offeror must provide personnel to view all digitally recorded images and enter event data, to include:
 - a. Vehicle registration plate number characters
 - b. State of issuance for vehicle registration plate
 - c. Vehicle registration plate type
 - d. Date of the violation event

- e. Time of the violation event
 - f. Location of the violation event
 - g. Offeror assigned reference number to be determined by the Authority.
 - h. Speed time
11. Contractor personnel will create an additional image by cropping, scaling, and appropriately adjusting brightness, contrast, etc. to maximize the clarity of the registration plate. Images must be loaded into the Back End Network within one day of capture. Initial review and cropping must be conducted within one week of image capture.
 12. Authority personnel must view each image and make a preliminary decision whether it meets the City/Authority's criteria to issue a violation. If the established criteria are not met, the Back End Network must permit the reviewing personnel to enter the appropriate City/Authority defined explanation code. If the photograph does appear to indicate a violation, the Authority staff will prepare the image for City Police verification that the recorded image is a citable offense. The notice of violation must be capable of displaying the described elements.
 13. Contractor must be able to edit rejection codes in the Back End Network. This must include adding and/or removing reasons at the Authority's request.
 14. Contractor must prepare, print, and mail violations for all Police Department approved violations. All violations must be in accordance with City/Authority approved format. Narratives on violation notices will be provided at the direction of the Authority.
 15. Printed violations must include color digitized violation images of a quality acceptable to the Authority. The violations must include the electronic signature and badge number of the officer who approved the violation. The first image must clearly show the vehicle at designated Camera location exceeding the posted speed limit by at least 11 miles per hour. The second image must show the same vehicle exceeding the posted speed limit by at least 11 miles per hour at a designated Camera location approximately 500 milli seconds from the first designated Camera location. The third image must be a cropped image of the vehicle's registration plate, clearly readable to the average naked eye. Printed violations must also include the date and time of the violation, the location of the violation, the dollar amount of the civil penalty imposed and the date by which the civil monetary penalty must be paid. If the Offeror's proposed Back End Network operates differently, the Offeror may suggest alternatives.
 16. The Contractor must mail law enforcement approved violations with return envelope by first class mail. The Contractor is responsible for costs of postage and mail delivery. The Contractor will be responsible for recording proof of mailing and that information must be available for processing and adjudication. All status and outcome updates regarding the mailing of the notice must be included in the Back End Network. This information must also be available for judicial or administrative hearings as evidentiary material. To properly confirm that notices are mailed out daily without error, the following must be set up:
 - a. The Authority must be added to all "Proof Notification" emails from the mail house.
 - b. The Authority must have access to the Notice Report in the Back End Network.
 17. In the event the violation is not timely answered, the Contractor must send a reminder notice to the registered owner fifteen (15) days after the initial violation issuance date. The Offeror's proposed Back End Network must contain logic that enables automated tracking of all violation account information including payments and scheduled hearings to ensure follow up notices are not erroneously sent to violators. The Offeror must describe the proposed System's ability to comply with this requirement.
 18. Reminder notices will include an approved narrative from the Authority. Any additional postage incurred due to correspondence sent is the Contractor's responsibility.

19. The Contractor will provide statistical analysis of violations and related data at the request of the Authority.
20. The information generated by the System will be used by the City/Authority to evaluate the performance of the Speed Camera Enforcement Program and to assess the relative success in achieving the goal of improved traffic safety at enforced locations by modification of driver behavior.
21. The Camera and equipment must only capture vehicles exceeding the speed threshold. The Camera must not capture non-violators such as objects i.e., pedestrians or birds.
22. The Offeror's Camera must be non-invasive and detect a minimum of ninety nine percent of all vehicles.
23. The Offeror's Camera must accurately detect and record vehicle violation speeds at an accuracy of +/- one (1) mph for recorded speed.
24. The Offeror's Camera Equipment must have an internal tuning fork or internal testing that can be done remotely and is scheduled and creates a daily report of internal testing. If the Camera does not complete an internal test, the Camera must be capable of sending an alert and shut down.
25. The Offeror must identify and present a third-party radar certification organization to provide calibration and annual radar testing certification on all Camera Equipment.
26. No more than 10% of events captured in any calendar month may be false triggers. False triggers or radar effects are defined as a Camera event occurring where no violating vehicle is present, and photographed events occurring for vehicles traveling below nominated speed threshold.
27. Offeror must provide certification to the Authority that any recorded images have been purged in accordance with 75 Pa. C.S. § 3370(f)(4). Certification and a report must be provided to the Authority daily documenting this action in detailed and summary report formats.
28. The Authority must have the ability to search and view events that have not been issued, allowing for multiple users to view the same event at the same time if needed. The ability for a supervisor to reclassify an event, reinstate events or reject events that have not been issued.
29. System must have a process to log returned mail (nixie). Process must include but not be limited to:
 - a. Scanned images of returned mail.
 - b. Reason for returned mail.
 - c. Audit process that everything received is uploaded into the System.
30. The Back End Network must have the ability to transfer violations to a driver and provided address. The Back End Network must allow for the Authority to enter provided Driver Address. After transfer of responsibility, the violation will need to be rolled back to restart the notice process.

O. Ownership Identification

1. The Contractor must obtain registered owner information within 30 days from the appropriate DMV for the citable offense on identified registration plates. If the first request for owner information is unsuccessfully returned to the Contractor, another request for owner information is to be submitted to the appropriate state DMV within 7 business days after the first request was made. The Contractor will continue to request ownership information from the appropriate DMV every seven business days for a total of four attempts. After four attempts without a response, a weekly report will be generated for review by the Authority. The registered owner's information must then have the ability to be manually entered into the Back End Network with the violation images.
2. The Offeror must describe the proposed solution for acquiring both in-state and out-of-state registered owner information. Offeror must identify states they do not have access to. First notices must be mailed within 30 days after the commission of the violation or within 30 days after discovery of the identity of the

registered owner, whichever is later, and not thereafter to the address of the registered owner as listed in the records of the DMV. Describe similar jurisdictions where the proposed registered owner information acquisition solution has proven successful. Provide the number of registered owner requests performed annually for each referenced project, the registered owner success (hit) rate for each referenced project. Describe the process that will be followed when attempts to obtain the vehicle registration are unsuccessful.

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

P. Bankruptcy

1. All bankruptcy matters must follow the United States Bankruptcy Laws and Automatic Stay Orders.
2. System must be able to suspend violations for bankruptcy review. No notices are to be generated during the suspend period, currently a 30-day suspend.
3. System must be able to suspend violations that are covered until a bankruptcy case is finalized. Plates are removed from collection efforts.
4. Must have the ability to permanently suspend violations to reduce balance owed to zero. This will consist of two parts; full amount and if partial payment was made. It should not credit the violation as an overpayment, only bring the balance to zero.

Q. Payment Processing

1. The Contractor will be responsible for the processing of all payments received. The Contractor must have the capability to handle all violation payments including partial payments made in person at designated locations, electronically paid on-line, electronically paid by phone, and mailed into a USPS lockbox location, including the daily depositing and reconciliation of all receipts. ACH payment must be an option and no convenience fee is to be charged for a payment made via ACH. Contractor must supply, if any, the convenience fee charged to the public for online payments made by credit card. No fee is to be charged for payments made via Ach, E-check, cash, or credit card payments made in the walk-in center. Any increase to this fee during the contract must be approved by the Authority. The lockbox must be located within the City of Philadelphia. Offeror must identify if a subcontractor will be used to perform lockbox services.
2. The Contractor must utilize Remote Deposit Capture technology for payments made by checks that are not accepted through vendor's lockbox, or check payments received at the walk-in center. The Authority will provide the check scanner.
3. With the high volume of mail that is received, control and accuracy are essential factors in the lockbox operation. The services provided should be integrated with numerous levels of control, audit, and redundancy, which will ensure the accurate and timely receipt, processing, and update of mail-in payments. The Offeror must describe its procedures for processing payments. Such procedures must include:
 - a. Method for receipt of payments and recording receipt date.
 - b. Ability to apply payments by type (check/money order, ACH, Credit/Debit Card, Web).
 - c. Ability to handle electronic reimbursement.
 - d. Verification of check amounts.
 - e. Batch reconciliation and file update.
 - f. Accepting partial payments.
 - g. Bonded courier service to financial institution.

- h. All mailed payments should be scanned to database showing copy of check/money order, check/money order number, payment coupon, and front portion of envelope showing post mark date.
- 4. The Contractor is required to deposit into the Authority designated bank account, daily, all payments received in the Back End Network an amount equal to the gross receipts of the previous day's revenue received. Payments deposited must be applied the same day and reconciled to the Contractor's database daily with reporting available for the Authority to review by 9 AM the following business day.
- 5. The Offeror is required to provide procedures for handling any items that need additional investigation and research. As per the below list:
 - a. Overpayments
 - b. Unapplied payments
 - c. Returned checks
 - d. Refunds
 - e. Chargebacks
 - f. Any/all issues that require investigation not mentioned above.
- 6. All reports that are needed for the above items must have the ability to be generated with a designated beginning and ending date and time including hours and minutes and must include, but not limited to:
 - a. Name
 - b. Violation number
 - c. Date of violation
 - d. Date and time of payment
 - e. Payment type (Credit/Debit Card, check/money order, ACH, Web)
 - including supporting data such as check number, last 4 of credit card and authorization number.
 - f. Payment source (Web, IVR, OTC, ACH, Lockbox)
 - g. Amount paid
 - h. Employee number/username of who edited the record.
 - i. Date record was edited.
- 7. Offeror must describe their payment reconciliation methodology. Reconciliation is to be completed daily and forwarded to Revenue Control via email. Reconciliation results should show Back End Network reporting that reconciles to daily deposit and debits of the Authority's bank account. The Authority will allow read only access to bank account. Any variances that result from this reconciliation must be investigated and corrected daily along with notification via email to Revenue Control.
- 8. Describe the proposed internet payment solution and provide a list of all fees charged to persons making online payments or phone payments. No fees are to be charged to any customer who pays in person at the walk-in center or by ACH/E-Check. The Offeror must also describe jurisdictions where they have provided similar payment solutions.
- 9. The Contractor will be required to provide online cashiering capabilities to enable citizens to make walk-in payments. The walk-in center must be located in the City of Philadelphia. Describe the proposed online cashiering capability and describe where the proposed online cashiering solution is currently operational.

10. Chargebacks/Returned Checks

The following must be completed each day:

- a. Chargebacks are to be investigated by Contractor for response to credit card processor and payment removed from applicable violations in Back End Network of record.
 - b. Check payment reversals for returned checks are to be investigated by Contractor and payment removed from applicable violations in the Back End Network of record.
 - c. Any change of status to violation payment must be easily identifiable in Back End Network of record. (ie. payment removed for chargeback, returned checks, etc.)
 - d. Back End Network must be able to generate a return items report in detail format.
 - e. Provide capability to block certain plates from being able to pay by credit card. This will be decided by the Authority for repeat offenders who have multiple chargebacks or returned check payments.
1. Refunds are to be completed back to the original form of payment received. Ex. If payment was made by credit card, refund is to be applied back to the original credit card used for payment.
 2. Contractor is MOR and will need to complete all credit card refunds after approval from the Authority.
 3. Reconciliation reports should be available in detail and summary format easily exportable in excel/CSV.
 4. Back End Network must allow violations to be placed on suspension by the Authority or designated personnel to allow for documents, payments, or an investigation. Back End Network must have the option for a ten (10), fifteen (15), thirty (30), and sixty (60) day hold. The Authority must have the ability to run reporting of all suspends placed in the Back End Network that shows the following:
 - a. Violation #
 - b. License Plate & State
 - c. Username/employee ID of whom placed the suspend.
 - d. Date of when suspend was entered.
 - e. Suspend reason.
 - f. End date of suspend.

R. Adjudication Support

1. Contractor must prepare evidence files for every scheduled hearing. Evidence files must be submitted to any and all government agencies designated by the Authority in electronic format, capable of being printed from the Back End Network at the hearing location. Evidence files will consist of, at minimum:
 - a. Digital image of the first violation photograph
 - b. Digital image of the second violation photograph
 - c. Digital image of the license plate tag
 - d. Field service technician log indicating the good working order of the System at time of violation.
 - e. Additional information as required by the Authority.
 - f. Any written correspondence received from the violator in hard copy or digital format.
 - g. Electronic verification of violation notice mailing.

2. The Back End Network must be capable of scheduling hearings and interfacing and exporting all required data to all government agencies designated by the Authority. Please describe experience with interfacing the proposed Back End Network data with adjudicatory agencies.
3. The Offeror must provide, at its own expense, witnesses as necessary to testify as to the accuracy, operations, and reliability of the Camera for contested complaints. Additionally, video or other materials may be developed, at the Authority's request, to present relevant information at the hearing.
4. The Offeror must specify a process to notify all operators and technicians of adjudication dates as required for successful prosecution.
5. Describe/provide a process for the City's Office of Administrative Review to allow testimony/documents to be uploaded after the violation has gone past due for the office to review and decide if it will grant them a hearing.
6. A separate queue must be made available for administration to be able to review for citizens that send in documentation such as transfer of liability, miskeyed plates, hearing requests not filled out and documents with a declaration form with documents for stolen vehicles, sold vehicles, etc. Violations in this queue must be able to be scheduled for a hearing, this queue will put a hold on the violation and be available to both Authority and the Office of Administrative Review staff to review. Please describe the method that would accommodate this request.
7. The System must have the functionality to allow Authority staff to recall/remove a violation from the Authority's parking violation management system and placed on a temporary hold for an administrative review to be performed or allow citizen more time for payment, schedule a hearing, or dismissed, etc.:
 - a. The Authority's collection vendor must be notified of a recalled violation.
 - b. After designated time allotted, and the violation was not dismissed, the violation should follow normal escalation process.
 - c. The Authority must have ability to choose from several suspend options with various suspend lengths.
 - d. After a violation has been transferred to the Authority's parking violation management system the Offeror must prevent hearings, dismissals unless a recall is performed by designated Authority personnel. Describe how the Back End Network will prevent this and if it is capable for certain actions to automatically recall the violation.

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 I)** 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 term of the contract shall commence upon award of a contract by the Authority's Board at a public meeting and execution of a contract by the Executive Director and will expire automatically on September 1, 2027, unless it is terminated earlier pursuant to the terms of the contract. The term of the contract may be extended by and at the sole option of the Authority for up to 2 (two) additional 1 (one) year terms.

Appendix A
Proposal Form

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

**SPEED CAMERA ENFORCEMENT
RFP No. 24-10**

PROPOSAL FORM

1. The undersigned submits this proposal in response to the above referenced **RFP No. 24-10 Speed Camera Enforcement** 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 term of the contract shall commence upon award of a contract by the Authority’s Board at a public meeting and execution of a contract by the Executive Director and will end on September 1, 2027 unless it is terminated earlier pursuant to the terms of the contract. The term of the contract may be extended by and at the sole option of the Authority for up to 2 (two) additional 1 (one) year terms.

5. **Cost Form:** The Offeror must submit a monthly fixed fee per installed System. The fee must include all installation and Equipment costs, Service and maintenance costs, violation processing and services costs, community awareness costs, and all other costs related to the scope of work required.

Monthly Fixed Fee per Installed System: \$ _____

Mobile Enforcement System: Offerors must provide a fixed fee for a mobile enforcement system for school zones. The fixed fee must be all inclusive of all costs associated with implementing, relocating and removing a mobile enforcement system.

Mobile Enforcement System Fixed Fee \$ _____

6. **Requirement Statement:** The undersigned Offeror agrees to provide the speed camera enforcement 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 Contractor 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 \$2,000,000 and a Labor and Material Payment Bond in an amount of \$2,000,000.

Signature

Name
(Please Print)

Title

Date

8. **Insurance Requirements:** The undersigned Bidder 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:** _____

12. Certified Apprenticeship Program Participation:

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

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

Yes No

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

Yes No

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

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

Yes No

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

Yes No

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

Yes No

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

Authorized Signature

Print Name of Signer

Title of Signer

Date

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. 24-10 Speed Camera Enforcement

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/1b386804b964490697f6f648b841070c>.

Appendix B

Sample Contract

Sample Contract will be included in Addendum #1.

Appendix C

Insurance Requirements

THE PHILADELPHIA PARKING AUTHORITY
RFP NO. 24-10 SPEED CAMERA ENFORCEMENT
APPENDIX C - 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 \$5,000,000 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 \$5,000,000 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 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

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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 \$5,000,000 per occurrence and aggregate. Such coverage shall be excess of the general liability insurance, business auto liability insurance and employers liability as required by the contract. The Authority 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, the City of Philadelphia and the Commonwealth of Pennsylvania, their 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 and at its own expense.
13. The carrying of insurance shall in no way be interpreted as relieving **Company** of any

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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.](#)

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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

_____		BY _____	_____	
Title:	Date	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