

**REQUEST FOR PROPOSALS FOR  
Bus Camera Enforcement System**

**RFP No. 24-15**

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**PART I**

**GENERAL INFORMATION TO OFFERORS**

<b>SUMMARY</b>	
<b>When:</b>	Proposals must be submitted by <b>Friday, October 4, 2024 at 1:00 PM.</b>
<b>Where:</b>	Philadelphia Parking Authority Attention: Shannon Stewart, Manager of Contract Administration 701 Market Street, Suite 5400 Philadelphia, PA 19106
<b>How:</b>	Proposals must be delivered to Shannon Stewart in a sealed package via mail, by a recognized overnight courier service (e.g., UPS, Federal Express, etc.), with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested certified mail, or by hand-delivery no later than <b>Friday, October 4, 2024 at 1:00 PM.</b> Whether mailed or hand-delivered, all envelopes must display the company’s name and must be boldly and clearly handwritten (not typewritten) “RFP No. 24-15 Bus Camera Enforcement System”. All proposals must be presented with <b>one (1) original and seven (7) copies</b> , individually numbered, and an electronic version consisting of one PDF file via USB drive. Please do not password protect the USB drive or file.
<b>Mandatory Pre-Proposal Meeting</b>	<p>A mandatory Pre-Proposal Meeting will be held on <b>Wednesday, September 4, 2024 at 2:00 PM</b> 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><b>Microsoft Teams <a href="#">Need help?</a></b></p> <p><b><a href="#">Join the meeting now</a></b></p> <p><b>Meeting ID: 227 780 869 68</b></p> <p><b>Passcode: ygQ5Vn</b></p> <p><b>Dial in by phone</b></p> <p><b><a href="#">+1 929-346-7319,,93134593#</a> United States, New York City</b></p> <p><b><a href="#">Find a local number</a></b></p> <p><b>Phone conference ID: 931 345 93#</b></p> <p><b>For organizers: <a href="#">Meeting options</a>   <a href="#">Reset dial-in PIN</a></b></p> <p><b>Prospective Offerors who are having trouble attending the meeting should contact Shannon Stewart for assistance at 215.837.9025.</b></p> <p>Please complete the <a href="#">Offeror Registration Form</a> 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 full-service program for Bus Camera Enforcement and associated services. The Authority is seeking a Bus Camera Enforcement System and the full range of associated support services, including but not limited to, violation validation, expert witness testimony, verifying and generating of violations, reporting, installation of hardware, field maintenance, repair services, and training.

A Bus Camera Enforcement System is defined as inclusive of all equipment and personnel required for the photo enforcement of parking violations in concert with the Philadelphia Parking Authority and the City of Philadelphia.

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

On November 9, 2023, City of Philadelphia Mayor, James Kenney signed City Council Bill 230489. Section 12-3600 of this bill outlines a program for the installation of bus camera enforcement systems on designated buses in the City of Philadelphia. In Philadelphia, this program will be implemented on bus traveling along Front Street to 63<sup>rd</sup> Street, Walnut Street, Chestnut Street, Market Street and John F. Kennedy Boulevard; all other street in the area bounded by Spring Garden Street, the Delaware River, South Street, and the Schuylkill River and those portions of all streets where active trolley service operates.

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 **Friday, September 20, 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/0f82a8e348984735a370cfa1b7d28c08>

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](mailto: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](http://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/0f82a8e348984735a370cfa1b7d28c08>

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](http://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 **Friday, October 4, 2024 no later than 1:00 PM**.

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

Each Offeror shall submit to the Authority the information and forms required, which forms, and information shall become the property of the Authority and will not be returned to Offerors, unless a written request to withdraw is received prior to the opening of proposals. Failure to attach documents required for submittal at the time of submittal will result in the proposal being rejected.

**I-7. Small Diverse Business Participation.**

The Authority seeks to increase procurement through small diverse businesses for all products, services and construction. To receive points during scoring, Offerors must identify their status as a small diverse business by completing the Small Diverse Business Participation Submittal form included in the Proposal Form along with a copy of their Small Business Procurement Initiative certificate issued from the Pennsylvania Department of General Services. Offerors may self-certify at:

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

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

**I-8. Signatures Required.**

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

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

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

**I-10. Insurance Requirements.**

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

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

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

**I-11. Executed Contract Required.**

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

**I-12. Contract Negotiation.**

If successful, this procurement process will result in the presentation of a completed final-form contract to the Authority's Board for approval at a public meeting. To advance that goal a sample contract is included as *Appendix B*. Please review the sample contract carefully. Any exceptions or requested changes to the contract **must be clearly noted in the proposal (Tab 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](mailto: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 [stewart@philapark.org](mailto:stewart@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 three million dollars (\$3,000,000) and a Labor and Material Payment Bond equal to three million dollars (\$3,000,000); 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 any trade work performed under this contract.

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 - Camera Specifications
- Tab N - Sample Reporting
- Tab O – Maintenance Plan
- Tab P - 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 **three (3) years'** experience in providing a bus camera enforcement system as described in the Work Statement.

Offerors must demonstrate that they have successfully provided a bus camera enforcement system in large municipalities operating twenty-five (25) or more cameras. Include a list of cities with twenty-five (25) or more cameras where the proposed Camera System is currently in use, the operational starting date for each city including the number of locations covered, and the number of Camera Systems in each city. The Offeror will indicate the number of years the Camera Systems have been operational for each city.

Discuss Offeror's success in implementing Bus Camera Enforcement Systems and service programs of similar size within similar time frames.

List the cities currently using the proposed System including the volume of violations issued.

Please describe other jurisdictions where the proposed System successfully interfaces with existing and any other systems. Please note, the Authority will be issuing a RFP for a new Parking Violation Management System during this contract, so the Offeror must be able to integrate with various vendors.

Offeror must present data on success in implementing Bus Camera Enforcement Systems and service programs of similar size within similar time frames.

#### **II-4. Key Personnel (Tab C).**

Provide an organizational chart of the team of professional staff members 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.

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.

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 Bus camera program and all procedures it undertakes to help ensure that its employees, agents and sub-contractors are qualified to administer the Bus Camera program. The Offeror is required to provide representation at meetings as determined by the Authority and other agencies responsible for the operation of the Bus Camera Enforcement System.

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

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.

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

#### **II-5. References (Tab D).**

Provide a list of all bus camera enforcement contracts that it has been awarded in the last **three (3) years**. References must include the name of the organization, address, email address, telephone number, individual contact person.

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 equipment, installation, service and maintenance, community awareness, and all other costs related to the scope of work required.

## **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, in compliance with explanation or not in compliance with explanation. If applicable, provide alternate solutions to any requirement you are not in compliance with.

## **II-8. Proposed Project Schedule and Installation Method (Tab G).**

Provide a project schedule for all services as outlined for the entire project indicating how it intends to meet the Authority's implementation schedule. The schedule must describe the project management methodology and activities needed to complete total project implementation.

Project schedule must be presented in chart form and indicate weekly and monthly activities in support of the implementation, including quality control reviews and participation of subcontractors. The schedule must provide milestones, anticipated completion dates, and all events required.

Provide the installation methodology for all services as described in the Work Statement.

## **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 bus camera 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).**

Offeror must provide a valid SOC 2 Type 2 audit report.

**II-16. Camera Specifications (Tab M).**

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

**II-17. Sample Reporting (Tab N).**

Provide sample reports as described in O.3. of the Work Statement.

**II-19. Maintenance Plan (Tab O).**

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

**II-20. Additional Information (Tab P).**

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-1. General.

On November 9, 2023, City of Philadelphia Mayor, James Kenney signed City Council Bill 230489. Section 12-3600 of this bill outlines a program for the installation of bus camera enforcement systems on designated buses in the City of Philadelphia. In Philadelphia, this program will be implemented on buses traveling along Front Street to 63rd Street, on Walnut Street, Chestnut Street, Market Street and John F. Kennedy Boulevard; all other streets in the area bounded by Spring Garden Street, the Delaware River, South Street, the Schuylkill River and those portions of all streets where active trolley service operates.

#### Definitions:

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

This specification is intended to define the installation of a System that will improve the quality of service to SEPTA customers. The System must use onboard camera sources to identify violators to improve traffic flow for SEPTA buses. The implementation of this System is intended to deliver faster and more reliable travel times for SEPTA buses in revenue service.

Unless stated otherwise, these specifications detail the minimum requirements of acceptable product(s).

Supplementary relative information and criteria not covered by this specification but necessary for an acceptable end item will be furnished on an "as required" and "as determined" basis and will become part of this specification.

"Prototype" – A preliminary unit of existing equipment meeting the requirements set forth in this Work Statement to be installed in a vehicle for the Authority and SEPTA to approve and to be used as the installation model for installations in all vehicles for the program.

"Processing Unit" – Equipment that will hold captured event images and data to be transmitted to the backend system.

### IV-2. Specific.

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

All equipment systems, processes, and procedures provided must comply with Chapter 12-3600 of the Philadelphia Traffic Code.

#### A. Information Security and Protection of Civil Liberties

1. The Authority seeks a System that reliably, accurately, and fairly captures parking violations for Parking, Stopping and Standing Violations that interfere with mass transit (Phila Code 12-3600) while minimizing the invasion of privacy for drivers and passengers.
2. All System program information, data, and images are the property of the Authority and may not be used by the Contractor outside the scope of services defined herein without written permission from the Executive Director.
3. Offerors will need to be SOC 2 Type 2 compliant.
4. The Contractor will be responsible for any monetary damages incurred by the Authority due to a data breach.

5. The System must be capable of providing accessibility to numerous users without degradation of service. The list of users must be complete, accurate and approved by the Authority. Whenever the Contractor's users change, the Authority must be notified immediately in writing. The System 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.
6. The System will provide limited access to images. Tracking software is required to show when and who accesses the System. The Offeror must notify the Authority of the method by which access to the System may be gained. System will be available to all users approved by the Authority.
7. No System may be capable of being manipulated from a remote location for any purpose. No System may be placed in such a manner as to capture images other than those described in this document. All images must be specific to violations in Title 12 of the Philadelphia Traffic Code. 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 bus camera enforcement 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 bus camera enforcement 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. Camera Equipment**

1. "Camera " includes all equipment, installation, and maintenance and support infrastructure, as defined in this section, necessary to enforce Bus Camera Enforcement violations.
2. The Offeror must provide a Camera System of sufficient quality to provide clear color images, for installation on each selected bus or trolley. The Offeror will provide Camera specifications in **Tab M** of their proposal with a summary of cities that they are implemented and the capture rates and issuance rates for each contract they currently have using the proposed system.
3. The Camera must be capable of storing all data, pictures and videos for 30 days for any down times and connectivity issues.
4. 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 System adapts to different weather conditions.
5. Camera must be fully automated regarding set-up, settings and focusing.
6. The Authority expects one Camera to cover up to 3 lanes.
7. Offeror must describe the proposed Camera, including Camera capabilities and features, Camera housing, flash units, and processing capabilities.
8. Each Camera will be equipped with a computer interface and must have sufficient computer support and associated equipment to record, document and track Bus Enforcement data for record keeping and adjudication purposes.
9. Camera must be capable of gathering and producing to the Authority daily/monthly violation data for statistical analysis to include violations.

10. Authority personnel must be able to review monthly reports and review/update event information online. The System must allow the Authority personnel to review all relevant event information within 48 hours of capture. Any delays must be reported to the Authority's Project Manager via email.
11. 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.
12. The Contractor will provide a Camera capable of photographing the rear of vehicles whose drivers commit Bus Camera violations. The Camera must obtain a clear image of the rear of vehicles as to clearly identify the license plate along with a minimum of a five second video. The Camera must be able to capture at least two-color photograph(s) per violation. The first two photos must depict the vehicle parked, stopped, or standing along a bus or trolley corridor. The third photograph must depict a cropped view of the vehicle's license tag.
13. 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 and video in color at all times of day and under all weather conditions. Sample photographs 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.
14. The Authority requires monthly, quarterly, and yearly standardized reports to include those noted throughout this proposal as well as reports summarizing and detailing the program camera performance, in addition to any other reports requested by the Authority.
15. Describe Camera equipment including specifications of the Camera itself and how images will be captured in all lighting conditions. Cameras cannot be lower than 5MP.
16. The Contractor will provide a Camera capable of photographing the rear of vehicles whose drivers commit bus lane and zone 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.
17. Each Camera must be equipped with a computer interface and must have sufficient computer support and associated equipment to record, document and track enforcement data for record keeping and adjudication purposes.
18. Each Camera 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 was operating properly at the time of violation and provide a pass/fail report upon request of the Authority.
19. Camera must be able to sustain transportation conditions and be able to function with vibration and jarring without damage not loss of quality to the images.

#### **D. Equipment Installation**

1. The Contractor will provide and install all related equipment needed to identify and photograph motor vehicles violating 12-3600 of the Philadelphia Traffic Code. Each Camera installed on SEPTA's designated buses will monitor violations and be able to capture multi-vehicles in multi-lanes simultaneously as outlined in this work statement. Cameras must be new and must be of the latest technology available that has been used in at least two current contracts that include over twenty-five (25) cameras and have been proven effective.



2. The Contractor must provide and install the camera boxes, proposed camera technology approved by the Authority & SEPTA, related wiring and any ancillary equipment necessary to make the System operational. Installation of the System will be completed on a schedule agreed to by the Authority and SEPTA. The Offeror must detail their installation methodology in **Tab G** of their proposal. All replacement equipment must be new.

The Contractor will install all hardware. Required hardware 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 System. The electricity costs must be paid by the Contractor.

3. The Contractor will be responsible for and 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, hand boxes, electrical junction boxes, and installed for the mounting and optimization of all mounted camera units. This requirement includes returning the work area to its original condition prior to the installation of the camera.
4. The System must be designed as a standalone system. The System must include all necessary components to function independently.
5. The System equipment must be designed and mounted in a way that does not obstruct the bus operators view during normal revenue services.
6. The Contractor will be responsible for the installation and maintenance of all communications for event transmissions for each camera. The Contractor will be responsible for all costs associated with the communication service. Offeror must provide a detailed description of event transmissions.
7. All wires and cables must be protected, secured, and installed following straight line installation to avoid chatter and must not chafe against adjacent metal or plastic components.
8. All punched and/or drilled holes shall be properly de-burred.
9. Special care must be taken so that drilling and/or punching does not cause damage and/or water leakage to buses and trolleys.
10. The Contractor will install all required equipment to the vehicle in a manner consistent with industry standard practice. SEPTA will assist the Contractor with application specific information related to various models and iterations of vehicles covered by this contract. All aspects of the installation will be subject to SEPTA inspection and approval.
11. The Contractor must follow all SEPTA property requirements regarding Personal Protective Equipment ("PPE"). These requirements will be given at the kickoff meeting.
12. The Contractor must notify SEPTA of their plans to be on property. While on property, the Contractor must follow all rules and regulations set forth by the operating locations Director of Maintenance. The Contractor will supply the operating location with a list of all vehicles that were completed during their time on property. List of completed vehicles will be provided to the Director of Maintenance upon leaving.
13. The Contractor and SEPTA will meet post award to design and implement a suitable program of installation methods and practices, first article installation and acceptance criteria, production schedule and logistical impacts in terms of SEPTA support and operation.
14. The Contractor must provide a detailed description of the prototype installation that fully documents the mechanical and electrical vehicle interfaces and equipment installation layout.
15. All equipment installed in relation to the System must be assembled in the United States.
16. Provide certificate of authenticity that equipment is transportation approved.

## E. Production Prototype

1. The Processing Unit must be configured to operate upon activation of the vehicle master run switch and shut down following a set time, to be determined during the prototype phase, after master run switch deactivation.
2. The Processing Unit will work in conjunction with the Cellular Modem.
3. **Processing Unit Location** - The location of the Processing Unit will be determined during the prototype phase.
  - a. Utilize an isolated ground.
  - b. Utilize a ventilated, protective enclosure.
  - c. Arrange for ease of maintenance and access.
4. **Camera Mountings/Locations** - The location of cameras will be determined during the prototype phase.
5. Templates must be utilized to ensure camera location consistency where practical.
6. All cameras and housings must be securely mounted using tamper resistant hardware.
7. All cameras must maintain their initial adjustment points and settings under customary and routine 3 axis vibrations attendant to transit vehicle operation.
8. The Contractor will provide detailed dimensional drawings of all components used in the system. All documentation must be provided electronically.

## F. Processing Unit

1. The Contractor will provide detailed dimensional drawings of all components used in the System. All documentation must be provided electronically.
2. The Contractor will provide all other necessary documentation required to ensure proper operation and maintainability. All documentation must be provided electronically.
3. SEPTA will inspect and approve the installation and documentation at this program point.
4. No other vehicle installations will proceed until SEPTA installation and documentation requirements are satisfied.
5. Processing Unit must have a solid-state hard drive that retain images if cellular connectivity is lost. Drive should be large enough to hold up to 30 days of captured images and video.
6. Processing Unit must also have capability to have events downloaded in the event that they cannot be transmitted wirelessly.
7. Processing Unit must be able to sustain transportation conditions and be able to function with vibration and jarring without damage.

## G. Cellular Modem

1. The cellular modem must be configured to operate upon the activation of the vehicle master run switch and shut down following a set time, to be determined during the prototype phase, after master run switch deactivation.
2. The cellular modem must work in conjunction with the Processing Unit.
3. **Cellular Modem Location** - The location of the Modem will be determined during the prototype phase.
  - a. Utilize an isolated ground.
  - b. Utilize a ventilated, protective enclosure.

c. Arrange for ease of maintenance and access.

4. **Antenna Location** - The location of the Antenna will be determined during the prototype phase.
5. Templates must be utilized to ensure antenna location consistency where practical.
6. All antennas must be securely mounted.
7. All antennas, radomes and other transceiver units shall be arranged with conduit and covered pull boxes. If said antenna box mounting are located beyond the base lighting access perimeter or space, pull box covers must be accessible from the ceiling area without removal of any other ceiling panel(s).
8. Antenna cable must be routed in a conduit or suitable protected means from the roof antenna unit to the radio/equipment location. All roof top antenna conduits must not provide a path for moisture intrusion into the vehicle. Suitable engineered waterproof fittings must be utilized on exposed conduit connections to prevent moisture intrusion. Conduit must be equipped with suitable antichafe bushing. Conduits must be delivered with antenna cabling and one additional pull cord installed.
9. Describe how the cellular modem is connected and how captured images and video will be sent to the backend network.
10. Antenna must be able to sustain transportation conditions and be able to function with vibration and jarring without damage.

#### **H. Equipment Maintenance**

1. Contractor will be responsible for all maintenance of equipment supplied by the Contractor.
2. The Contractor is responsible for daily verification of each Camera's operational status and is required to immediately notify the Authority of any Camera or System malfunction. Any Camera or System malfunction must be repaired or replaced within 24 hours of its discovery unless otherwise approved by the Authority.
3. The Contractor must provide a quality assurance check at a minimum of 2 times daily, or otherwise requested by the Authority, on each camera seven (7) days a week. The Contractor must provide daily System 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. When a Camera is found to be inoperable, the Authority Project Manager must be notified immediately by email.
4. The Offeror must submit a detailed maintenance plan for the buses during off-peak hours of operation, preferably from 7:00 PM to 5:00 AM. The maintenance plan must include all elements listed above and a 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 Cameras. The Offeror is required to provide a detailed description concerning the availability of its technicians in the event that a camera becomes inoperable during off-hours.
5. The Contractor is responsible to schedule monthly maintenance and inspection of equipment related to the System. The equipment will be checked for damage, vandalism and structural integrity. Repairs, cleaning and replacement of equipment must be completed at the time of inspection.
6. The Authority/SEPTA reserves the right to limit the days, hours and locations at which service or maintenance may be scheduled.
7. Unless otherwise approved by the Authority, equipment being replaced due to damage, defacement or inoperability must be replaced with new equipment.
8. The Contractor must provide on-site technical support services within twenty-four (24) hours of a request by the Authority or SEPTA.

9. The Contractor must provide cellular telephone numbers for key staff members that can be contacted during and after normal business hours to address any malfunction or system failures.
10. The Contractor must provide a preliminary verbal analysis of camera downtimes or System 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 system 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.
11. For malfunctions that fall within the responsibilities of the Contractor, the Contractor will repair the fault within twenty-four (24) hours unless written approval for additional time is approved by the Authority.
12. 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 Offeror related activity that results in the loss of event data related to the System, these items must be repaired within forty-eight (48) hours of the availability of buses/trolleys. The invoice deductions will be based off one hundred percent (100%) of the base fine of each lost violation, based off the data of each occurrence.
13. The Offeror 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. Actual Maintenance performed.
  - b. Maintenance date, time and place
  - c. Maintenance provider
  - d. Maintenance date and time
  - e. Maintenance quality check and closure of maintenance issue

**I. Project Management**

1. The Contractor will maintain a Production Center. All violation processing services required by this Work Statement must be provided out of the Processing Center.
2. The Processing Center will conform to all local, state, and federal zoning and building code requirements.
3. The Processing Center will continue operation for as long as the contract for the Bus Camera Enforcement Program is active and for 60 days thereafter. Upon conclusion of the contract and the 60 days thereafter, the Contractor will forward all records to the Authority for disposition of the remaining cases.
4. During the first 180 days, the Contractor's Project Manager will be required to be on site locally to support the implementation of the System. After the 180 days, the Project Manager assigned by the Contractor, must have personnel within 100 miles of Philadelphia to be on site when required.
5. The Contractor will provide trained personnel, who 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.

**J. Installation Plan/Transition Plan**

1. Contractor will be required to install all equipment within ninety (90) days of approved notification by the Authority. Any other equipment will be installed at the discretion of the Authority, within ninety (90) days' notice, unless installation is postponed by the Authority or SEPTA. The Offeror must submit a Project Work Plan or implementation timeline for all services as outlined for the entire project indicating how it intends to meet the Authority's implementation schedule in **Tab G** of their proposal.

2. The System must be capable of interfacing and exporting all data, images and video with the Authority's Parking Violation Management System, currently Duncan Solutions. The Contractor will be responsible for retaining images and video for one year from violation date. The Contractor must follow the Philadelphia Traffic Code when setting up the workflow of a violation under 12-3600 of the Philadelphia Traffic Code and as described herein.
3. The Contractor must provide two (2) electronic copies for each of the vehicle specific documents including but not limited to: operations guide, maintenance manual, installation scope of work, schematics, drawings and parts catalogs for all equipment and software on the date of project start.
4. All System components and tooling must be transported to the operating locations by the Contractor during the installation process. SEPTA will not provide storage of System components or tools.

**K. Site Selection, Analysis and Design**

1. The Authority, in consultation with the City and SEPTA, will be responsible for the final site selection. Offeror will provide examples of where they have implemented their new site strategy and provide contact information for each city referenced.

**L. Permitting**

1. Prior to installation, the Authority, in coordination with SEPTA and the City, will approve the design and installation of all System equipment. Installation of equipment must require minimal disruption of SEPTA operations. The Contractor's personnel must wear proper attire and PPE, such as safety shoes and vests approved by SEPTA Safety Managers and supply a list of installations once work is completed.

**M. Expansion Capabilities**

1. The Authority may wish to migrate to other automated Bus Camera Enforcement technology in the future, if legislation permits and is determined to be in the best interest of the Authority. The Offeror must describe how the proposed System can accommodate such an upgrade. The level of work required to migrate from the digital system to other available automated Bus Camera enforcement technology must be explained.

**N. Calibration, Accuracy and Report Requirements**

1. Each Camera 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 will be required to provide certification that the Bus Enforcement Camera System was operating properly at the time of a Bus Camera 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 must be capable of allowing Authority personnel to complete remote downloads, verify calibration and shut down the Camera. The Contractor must provide documentation to the Authority on an annual basis to ensure each Camera has proper calibration and is transportation approved.
3. System must allow statistical analysis of violations and related data over time. Describe the program management software and its capabilities. The information management software must provide record keeping and tracking functions for all violations from issuance through final disposition. Indicate what types of data reports are available from the Offeror's management software. Sample reports must be submitted in **Tab N** of your proposal.
4. The System must allow authorized users to search and/or 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
5. All reporting must have the ability to be easily exported to excel and PDF format. The Authority may require additional reporting than what is being offered for reconciliation purposes. A wide range of reports will be required. The following is a partial list of topics on which data and reports will be required. All reports must have the ability to be accessed by day, week, month or year.
- a. The following reports must be in total and by specific Camera:
    - 1. Total number of events
    - 2. Total number of citable violations
    - 3. Total number of events not resulting in violations
    - 4. Number of rejections by Camera
    - 5. Violations issued by time of day
    - 6. Camera maintenance status and downtime reasons
  - b. Breakdown of violations by location
  - c. Equipment hours of service
  - d. User productivity report summary
  - e. User productivity report detailed with events processed and times
  - f. Any other report requests by the Authority
6. Each report must be available on a daily, monthly and annual basis. Preference will be given to the reporting systems which would allow custom reports to be produced from an array of preset factors.
7. The Offeror will describe how they will report to the Authority on the accuracy of the processing and field work provided by their System. A description of the methodology of quality assurance procedures must be included in the Offeror's proposal.
8. Reports must have the ability to be sent via email and exported from the System in a PDF format detailing all work performed on equipment. The reports must list date, time, technician, and location. Reports must include but not limited to:
- a. Daily installations
  - b. Equipment installation
  - c. Equipment inspected
  - d. Serial numbers of Cameras
  - e. Serial numbers of processing unit
  - f. SEPTA unit identification number

**O. Training Requirements**

- 1. The Offeror must provide reasonable and necessary training in the operation of the Bus Camera Enforcement 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 Violation Processing System to officers and others who will have access.
3. Training may be conducted virtually or in-person. If in-person, the training must occur 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.

**P. Violation Processing**

1. All required data generated by the violation must be superimposed in the photographs. Photograph must include but not limited to:
  - a. Date of the violation event
  - b. Time of the violation event
  - c. Location of the violation event
2. The System must have the capacity to handle a high volume of Bus Camera Enforcement violations and be capable of reviewing violation events. The Contractor must strictly adhere to all timelines established by the Authority concerning the processing of violations and will further abide by any and all local and state laws and regulations pertaining to the Bus Camera Enforcement System. The Offeror is required to provide a detailed description of the System's violation processing capabilities and functionalities. 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. On all approved violations, the Contractor must provide Authority personnel the ability to view all digitally recorded images and enter data to include:
  - a. Vehicle registration plate number characters
  - b. State of issuance for vehicle registration plate
  - c. Vehicle registration plate type
4. Electronic file must include at least two-color digitized violation images and cropped images of a quality acceptable to the Authority. The violations must include the electronic signature of the Authority officer who approved the violation. The first two images must clearly show the vehicle parked, stopped or standing while interfering with mass transit or a trolley. The third image must be cropped, scaled, user-selected sub-image of the vehicle's registration plate, clearly readable to the average naked eye. File must also include the date, time and location of the violation. If the Offeror's System operates differently, the Offeror may suggest alternatives.

The System must be capable of interfacing and exporting all data, images and video with other Authority databases as required. The Contractor will be responsible for retaining images and video for one year from violation date.

5. 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 System within one day of capture. Initial review and cropping must be conducted within one week of image upload to the System.
6. The System must attach the electronic signature of the reviewing officer to the notice mailed to the violator.
7. A unique identifier must be included with images and video transmitted to the Authority's Parking Violation Management System that could potentially be used as the issued violation number. Duncan Solutions is the Authority's current Parking Violation Management System vendor; however, this may change during the contract term. The Offeror must be able to integrate with the Authority's new Parking Violation Management System.
8. The System must show a history of actions completed and include date/time and individual who completed the action.
9. Upon Authority approval of the violation, Contractor must prepare electronic file to be sent to Authority's Parking Violation Management System. All violations must be in accordance with City/Authority approved format.
10. The System must provide standard relational database functions to allow the Authority 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. Date of notice
  - g. Any other elements requested by the Authority.
11. Personnel authorized by the Authority must have the ability through remote workstations to, at a minimum:
  - a. Download violation images
12. The System must accept all statistical data from the Camera used by the Authority, regardless of Camera type. The System must contain all Camera data and violation processing data within a single point of access or single database.
13. The Offeror will provide statistical analysis of violations and related data at the request of the Authority.
14. The information generated will be used by the City/Authority to evaluate the performance of the Bus 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.
15. The System must only capture vehicles in violation as outlined with the Bus Camera Enforcement Program. The System must not capture non-violators such as objects i.e. pedestrians or birds.
16. The System must be non-invasive and detect a minimum of ninety nine percent of all vehicles.



- 17.** The System 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 System does not complete an internal test, an alert must be sent to the Contractor and the Authority's project manager via email.
- 18.** No more than 10% of events captured in any calendar month may be false triggers. False triggers are defined as a Camera event occurring where no violating vehicle is present, and photographed events occurring for vehicles in violation.
- 19.** The Authority must have the ability to 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.

## 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 2 (two) years after Final System Acceptance, 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 3 (three) additional 1 (one) year terms.

Appendix A  
Proposal Form

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

**BUS CAMERA ENFORCEMENT SYSTEM  
RFP No. 24-15**

**PROPOSAL FORM**

1. The undersigned submits this proposal in response to the above referenced **RFP No. 24-15 Bus Camera Enforcement System** 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 expire automatically 2 (two) years after Final System Acceptance, 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 3 (three) additional 1 (one) year terms.

5. **Cost Form:** The Offeror must submit a monthly fixed fee per installed Camera. 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 System.

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 contract.

**Monthly Fixed Fee per installed Camera: \$ \_\_\_\_\_**

6. **Requirement Statement:** The undersigned Offeror agrees to provide the Bus Camera Enforcement System 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 \$3,000,000 and a Labor and Material Payment Bond in an amount of \$3,000,000.

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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.

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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 proposal 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. 24-15 Bus Camera Enforcement System

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](mailto: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/9028d4ab15dd462399c20f358176095d>.

# Appendix B

## Sample Contract

\*Sample Contract will be released via Addendum #1 \*

# Appendix C

## Insurance Requirements



THE PHILADELPHIA PARKING AUTHORITY  
RFP NO. 24-15 BUS CAMERA ENFORCEMENT  
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:

THE PHILADELPHIA PARKING AUTHORITY  
RFP NO. 24-15 BUS CAMERA ENFORCEMENT  
INSURANCE REQUIREMENTS

Coverage for loss, disclosure and theft of data in any form; media and content rights infringement and liability, including but not limited to, software, copyright infringement; network security failure, including but not limited to, denial of service attacks and transmission of malicious code. Coverage shall include data breach regulatory fines and penalties, the cost of notifying individuals of a security breach, the cost of credit monitoring services and any other causally-related crisis management expense for up to one (1) year. Coverage shall contain severability for the insured organization for any intentional act exclusions.

6. Excess/Umbrella Liability Insurance with a minimum acceptable limit of coverage of \$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, Septa, the Commonwealth of Pennsylvania and 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.

THE PHILADELPHIA PARKING AUTHORITY  
RFP NO. 24-15 BUS CAMERA ENFORCEMENT  
INSURANCE REQUIREMENTS

13. The carrying of insurance shall in no way be interpreted as relieving **Company** of any responsibility or liability under the contract.
14. Prior to the commencement of work or use of premises, **Company** shall file Certificates of Insurance with The Philadelphia Parking Authority, which shall be subject to The Philadelphia Parking Authority's approval of adequacy of protection and the satisfactory character of the insurer. The Certificates of Insurance should be mailed within five days of receipt of these insurance requirements to The Philadelphia Parking Authority, 701 Market Street, Suite 5400, Philadelphia, PA 19106, regardless of when your work will start. Project description and Job Number must be shown on the Certificate of Insurance.

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

15. Failure of **Company** to obtain and maintain the required insurance shall constitute a breach of contract and **Company** will be liable to the Philadelphia Parking Authority for any and all cost, liabilities, damages, and penalties (including attorney's fees, court, and settlement expenses) resulting from such breach, unless the Philadelphia Parking Authority provides **Company** with a written waiver of the specific insurance requirement.
16. None of the requirements contained herein as to the types, limits, or PPA's approval of insurance coverage to be maintained by **Company** are intended to and shall not in any manner, limit, qualify, or quantify the liabilities and obligations assumed by **Company** under the Contract Documents, any other agreement with the PPA, or otherwise provided by law.
17. If work involves subcontractors, **Company** shall require all subcontractors (of every tier) to meet the same insurance criteria as required of **Company**. The subcontractor's insurance must name the PPA as additional insured. **Company** shall maintain each subcontract's certificate of insurance on file and provide such information to the PPA for review upon request.
18. Failure of **Company** to provide insurance as herein required or failure of PPA to require evidence of insurance or to notify **Company** of any breach by **Company** of the requirements of this Section shall not be deemed to be a waiver of any of the terms of the Contract Documents, nor shall they be deemed to be a waiver of the obligation of **Company** to defend, indemnify, and hold harmless the indemnified parties as required herein. The obligation to procure and maintain any insurance required is a separate responsibility of **Company** and independent of the duty to furnish a copy or certificate of such insurance policies.