

**The Philadelphia Parking Authority
Mellon Independence Center
701 Market Street, Suite 5400
Philadelphia, PA 19106**

**RFP No. 17-03
Red Light Traffic Signal Photo Enforcement System
Addendum Four**

To: See Email Distribution List

From: Mary Wheeler
Manager of Contract Administration

Date: April 26, 2017

No Pages: 7

This addendum is issued on April 26, 2017 prior to the due date to add, delete, modify, clarify and/or to respond to questions submitted by prospective offerors regarding the work included in the above referenced solicitation.

CLARIFICATIONS, CHANGES AND ADDITIONS TO THE RFP DOCUMENTS

1. The deadline to submit proposals has been extended to **Friday, May 5, 2017 at 2:00 PM.**

QUESTIONS

1. **Question:** To ensure equivalent evaluation of all price proposals, should each vendor assume the pricing will include 130 new installs at the existing red light approaches and 5 new red light approaches each year to be added?

Response: Yes, but the five new red light approaches is an estimate.

2. **Question:** In regard to RFP Section B.8.1, is the 90 day requirement for installing all existing systems based on calendar or business day?

Response: Calendar days.

3. **Question:** Will delays outside of the vendor's control for installing within 90 days count as a day per day slip in the schedule?

Response: The Authority is unable to respond as "outside of the vendor's control" is not defined.

4. **Question:** Does the Authority require the vendor's assigned Program Manager be located within the City of Philadelphia?

Response: Yes, refer to B.7.15.

5. **Question:** In regard to RFP Section B.8.1, “Vendors will be required to install all existing systems with ninety (90 days) of approved notification by the Authority. “ Please clarify what constitutes “approved notification” for purposes of calculating the 90 days.

Response: Upon completion of a fully executed contract.

6. **Question:** As it relates to RFP Section B.5.3, will damages of \$75.00/hour be assessed to the vendor for interference of camera performance or camera shutdown as a result of Philadelphia Streets Department Activity?

Response: No.

7. **Question:** As it relates to RFP Section B.5.3, will damages of \$75.00/hour be assessed to the vendor for camera inoperability due to vandalism?

Response: Yes.

8. **Question:** How will the Authority evaluate the inclusion or non-inclusion of MBE/WBE/DBE/DSE partners as there is not a specific participation requirement and it is not specifically listed in the Section A Evaluation Criteria?

Response: This is a consideration among many others.

9. **Question:** Professionally produced Public Service Announcements (PSAs) can be expensive, with costs varying based on factors such as length and medium (voice only, video, etc.). The RFP does not specify the number or type of PSAs or budget for PSAs that responsible vendors should assume for pricing. In order to allow for a fair and equitable evaluation of vendors as well as competitive pricing to the Authority, what budget and/or number and type of PSAs should vendors assume are required?

Response: One PSA on video.

10. **Question:** What type(s) of City licensing fees apply? Please provide examples and amounts for the years 2014, 2015 and 2016.

Response: Please contact the City of Philadelphia for this information.

11. **Question:** Are City permits required if no below grade work is required to provide new equipment at a location?

Response: Please contact the City of Philadelphia for this information.

12. **Question:** Potential City and/or PennDOT upgrades can potentially cost tens of thousands of dollars at even a single approach. The RFP does not specify the number or timing of new approaches that may require upgrades, making it nearly impossible for responsible vendors to accurately model costs. In order to allow for a fair and equitable evaluation of vendors and to facilitate vendors providing competitive pricing to the Authority, what budget should vendors assume is required for upgrades? Alternatively, will the Authority allow for the separate pricing of upgrades so that vendors' fixed camera fees are evaluated fairly?

Response: The Authority does not know in advance what upgrades the City or State will request when installing a Red Light Camera.

13. **Question:** How does the vendor remove an obstruction if the vendor does not have the legal authority to do so (e.g., newly planted or growing trees on City or private property, newly installed City traffic signage, etc.)?

Response: The vendor must contact the owner of obstruction.

14. **Question:** Will the liquidated damages in RFP Section B.5.3 apply if a vendor does not have the legal authority to remove an obstruction?
- Response:** If this situation were to arise, the Authority will discuss with vendor on an individual basis.
15. **Question:** Will the liquidated damages in RFP Section B.5.3 apply if equipment is inoperable due to a factor outside the control of the vendor?
- Response:** The Authority is unable to respond as “outside the control of the vendor” is not defined.
16. **Question:** Will the liquidated damages in RFP Section B.5.3 apply if equipment is inoperable due to a third party knockdown?
- Response:** Yes.
17. **Question:** Will the liquidated damages in RFP Section B.5.3 apply if equipment is inoperable due to the loss of power not caused by the failure of vendor's equipment?
- Response:** Yes.
18. **Question:** Will the liquidated damages in RFP Section B.5.3 apply if equipment is inoperable at the direction of the Authority or the City?
- Response:** No.
19. **Question:** Will the liquidated damages in RFP Section B.5.3 apply if equipment is inoperable due to emergency weather conditions?
- Response:** Yes.
20. **Question:** Does an automatic system check qualify as a quality assurance check?
- Response:** Yes.
21. **Question:** Will the liquidated damages in RFP Section B.5.3 apply if the vendor cannot repair or replace inoperable equipment within 24 hours because the City/Authority limits the days, hours and/or locations at which service vehicles may park to perform system maintenance?
- Response:** Yes.
22. **Question:** Must all customer service work be performed in the City of Philadelphia including but not limited to phone calls, processing of correspondence, processing of mail-in payments, etc.?
- Response:** No, but all work must be performed with in the United States.
23. **Question:** Must the Project Center Manager be dedicated to the Authority's program or can this Manager support other programs?
- Response:** They can be dedicated to other programs.

24. **Question:** This RFP Section refers to a Project Center Manager? Is this correct or is this the Processing Center Manager? Does the Authority require a Program Manager as well as a Processing Center Manager? If a Program Manager also is required, must this Program Manager be dedicated to the Authority's program?

Response: One in the same.

25. **Question:** Can an individual who is legally in the United States and legally authorized to work perform work if not a United States citizen?

Response: Yes.

26. **Question:** Can non-contractually required work in support of the program be performed outside the United States?

Response: The Authority is unable to respond as "non-contractually required work" is not defined.

27. **Question:** Can items such as equipment repair, engineering support and consultation and/or software development and server maintenance in support of the program occur outside the United States?

Response: No.

28. **Question:** With regard to installing all existing systems within 90 days of approved notification by the Authority, is approved notification by the Authority contract signing or some other event/action? If some other event/action, please clarify what constitutes approved notification?

Response: Upon completion of a fully executed contract.

29. **Question:** 1. Does this RFP Section (B.8.1) mean that the Authority may require the selected vendor to install additional systems at any point in the contract term? 2. If yes, can the vendor proportionately increase its fees for additional systems to reflect the contract term remaining?

Response: 1. Yes
2. No.

30. **Question:** Will the selected vendor be required to import data from other Authority databases throughout the contract term so that the Authority has comprehensive reporting on items such as total citations paid and payment rate?

Response: Yes.

31. **Question:** Feasibility/baseline studies of potential new intersections can be expensive. The RFP does not specify the number of studies that responsible vendors should assume for pricing. In order to allow for a fair and equitable evaluation of vendors as well as competitive pricing to the Authority, what budget and/or number of studies should vendors assume are required? Alternatively, will the Authority allow for separate pricing of studies so that vendors' fixed camera fees are evaluated fairly?

Response: Approximately 5 per year. Costs per camera per month should include all operating costs to your program for now and in the future

32. **Question:** What items must be included in feasibility/studies? Is video validation of the number, type and time into red phase of violations required?
Response: Yes.
33. **Question:** Does the Authority require that the selected vendor contract with an independent third party for any required video validations of potential new intersections to eliminate any potential appearance of bias?
Response: No.
34. **Question:** With regard to flash units and lighting, what are the Authority's expectations regarding the visibility of vehicles in environmental photos?
Response: The Authority is unable to respond as "environmental photos" is not defined.
35. **Question:** What criteria will the Authority use to evaluate and validate the record of accuracy required by this Section (B.11.12)?
Response: We will review the data you supply to us.
36. **Question:** As part of the evaluation process, will the Authority require vendors to build and demonstrate a system in a live environment in Philadelphia to validate the relative accuracy and capabilities of each proposed system?
Response: No, a presentation will be completed along with a list of other cities where contracts are held. We will then contact or review references.
37. **Question:** If a vendor uses step down relays to accept 120 VAC, must the vendor demonstrate that these relays do not impact the measurement of and red phase duration?
Response: Yes.
38. **Question:** Must the selected vendor keep camera events that are rejected prior to citation issuance on-line in the vendor's database for Authority review and audit? If yes, for how long?
Response: Yes, 30 days.
39. **Question:** 1. Please clarify the vendor's scope with regard to the initial review of camera events. Must all camera events, including but not limited to non-violation camera events, be forwarded to the Authority for a determination to reject or proceed? 2. Can the vendor screen out camera events not meeting the Authority's issuance criteria prior to Authority review?
Response: 1. Yes
2. No
40. **Question:** Will the Authority require an audit to show that all events captured by the vendor's system are being transferred to the processing software for review by the Authority?
Response: Yes.

41. **Question:** Are amber time changes anticipated during the 2017-2018 contract transition?

Response: This is determined by the City of Philadelphia's Streets Department.

42. **Question:** The Authority's program has operated for many years. What data will be imported from legacy system(s) covering what duration of time?

Response: From 2005 until the present date.

43. **Question:** Must the three images included on the second notice be in color?

Response: Yes.

44. **Question:** Delinquent collections work after the second notice currently is performed for the Authority under a separate contract with Conduent. Is this delinquent collections work included within the scope of this RFP and, if so, is the Authority requesting a separate pricing proposal for delinquent collections?

Response: The delinquent collections and notices are still assigned to Conduent per their contract. This is not part of the Red Light RFP.

45. **Question:** Must all lockbox work be performed in the City of Philadelphia?

Response: No.

46. **Question:** Will the City allow for peripheral equipment to be installed on City owned infrastructure to reduce the footprint of the camera installation?

Response: We cannot answer for the City of Philadelphia. Permission must be obtained from the City of Philadelphia.

47. **Question:** Please confirm that the 30 day testing period is for new locations only as opposed to every camera that is at an existing location?

Response: 30 day testing is when the system is installed by the new vendor or current vendor. The system would be live after 30 days we state that it has passed the test. Additionally, there is a warning period is for new intersections installed.

48. **Question:** B.7.17 request the location of the proposed Violation Processing Center. As no lease for the Center will be signed prior to the a signed contract between the vendor and the PPA for this program, and availability of such sites may change between now and the program contract signing, would it be sufficient to state that the vendor commits to a location within the City of Philadelphia without stating the exact location?

Response: Yes.

49. **Question:** Page 3, section 7, Proposal Qualifications requires all systems approve by the Pennsylvania Department of Transportation prior to proposal submission. Does listing in Bulletin 15 (publication 35), MISC Automated Red Light Enforcement Systems, and last revised 3/20/2015 constitute the approval?

Response: Bulletin 15 (publication 35) was last revised 3/17/2017 listing qualified products.

52. **Question:** For Section 10.4 the disclaimer of warranties and limitation of liabilities relates to both the equipment and software, would the Parking Authority be open to substituting UCC language that is standard for this type of contract:

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Response: Please submit this language with your proposal in Tab I.

END OF ADDENDUM FOUR