

**THE PHILADELPHIA PARKING AUTHORITY
MELLON INDEPENDENCE CENTER
701 MARKET STREET – SUITE 5400
PHILADELPHIA, PENNSYLVANIA, 19106**

REQUEST FOR PROPOSALS

**RED LIGHT TRAFFIC SIGNAL PHOTO ENFORCEMENT SYSTEM
PROPOSAL No. 17-03**

NOTICE TO PROPOSERS:

Sealed proposals for a full service program for red light traffic signal photo enforcement and associated services will be received until 2:00 PM on Monday, April 17, 2017 by the Philadelphia Parking Authority hereby referred to as (“the Authority”), a body corporate and politic created under the laws of the Commonwealth of Pennsylvania in accordance with the Act of June 19, 2001, P.L. 287, No. 22 as amended, known as the “Parking Authority Law,” in the offices of the Authority, located at Mellon Independence Center, 701 Market Street – Suite 5400, Philadelphia, Pennsylvania 19106.

Documents are available for download at the Parking Authority’s website, www.philapark.org. Vendors interested in downloading the documents from the Authority’s website must first register with Mary Wheeler, Manager of Contract Administration, by submitting your name and contact information to mwheeler@philapark.org.

A pre-proposal conference will be held in the offices of the Philadelphia Parking Authority, located at Mellon Independence Center, 701 Market Street – Suite 5400, Philadelphia, Pennsylvania 19106. The conference will take place on Monday, March 20, 2017 at 11:00 AM. All vendors wishing to submit a proposal are required to attend the pre-proposal conference. Vendors are permitted to participate via conference call, 1.877.820.7831 (Passcode: 118312). The deadline for questions pertaining to this project is Monday, April 3, 2017, at 2:00 PM.

1. INTRODUCTION/BACKGROUND

This Request for Proposals (RFP) is being issued by the Philadelphia Parking Authority (“the Authority”) for a full service program for red light photo enforcement and associated services. The Authority is seeking both a red light camera system as well as the full range of associated support services (violation validation and site selection support, customer service, expert witness testimony, telephone and correspondence processing, noticing, violations processing, Department of Motor Vehicle (DMV) interface, payment processing, collections, reporting, field maintenance and repair services, adjudication support and training.)

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

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

In 2005, the Philadelphia Parking Authority secured a qualified vendor. This initial site selected was Roosevelt Boulevard and Grant Avenue in the Northeast section of Philadelphia, due to its high volume of traffic signal infractions. A warning phase was then initiated and on June 23, 2005 the first citation was issued. Before the close of 2005, there were a total

of sixteen (16) operational Red Light Camera approaches. During the last twelve years, the Philadelphia Parking Authority has since grown the program significantly, always maintaining a safety first attitude.

The Authority currently operates one hundred thirty (130) Red Light Camera approaches encompassing thirty (30) intersections and plans to expand this program during the next ten years.

2. PRE-PROPOSAL CONFERENCE

A mandatory pre-proposal conference to discuss these services will be held on Monday, March 20, 2017 at 11:00 AM at the headquarters of the Authority, Mellon Independence Center, 701 Market Street – Suite 5400, Philadelphia, Pennsylvania 19106. Vendors must be present at this meeting in order for their proposal to be considered. Vendors are permitted to participate via conference call, 1.877.820.7831 (Passcode: 118312).

3. PROCUREMENT QUESTIONS

Prospective Offerors are encouraged to submit questions concerning the RFP in writing no later than Monday, April 3, 2017 at 2:00 PM. Questions concerning this RFP are to be submitted via email to Mary Wheeler at mwheeler@philapark.org with "RFP No. 17-03 Red Light Traffic Signal Photo Enforcement System" listed in the subject line. Only questions submitted in writing will be addressed. The Authority will answer all questions in writing to all qualified offerors. Any furnished answers will not be official until they have been verified, in writing, by the Authority. The Authority shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFP or formally issued as an addendum by the Authority. The Authority does not consider questions to be a protest of the specifications or of the solicitation.

4. PROCUREMENT TIMELINE

The table below describes the timetable for the solicitation of services.

RFP Release	3/10/2017
Pre-Proposal Conference	3/20/2017
RFP Question Deadline	4/03/2017
Proposal Due	4/17/2017

5. PROPOSAL CONDITIONS

Sealed proposals will be received in the office of the Philadelphia Parking Authority, Mellon Independence Center, 701 Market Street – Suite 5400, Philadelphia, Pennsylvania 19106, no later than Monday, April 17, 2017 at 2:00 PM as more fully described in the Requirements attached hereto.

Proposals must be sealed and delivered via certified mail, return receipt requested (to include commercial delivery services) or by hand-delivery. Whether mailed or hand-delivered, all envelopes must display the vendor name and must be boldly and clearly marked (*not* typewritten) "Red Light Traffic Signal Photo Enforcement System- RFP No. 17-03".

All proposals must be presented with one (1) original and five (5) copies, individually numbered, and an electronic version consisting of one PDF file.

Each proposer 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 proposers, unless a written request to withdraw is received prior to the opening of proposals.

6. SIGNATURES REQUIRED

The proposals must be signed in ink in all spaces where signatures are required. In cases of corporate proposals, the signature must be that of a duly authorized officer of the corporation and officer's title must be stated. In cases of

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partnerships, the signature of the general partner must follow the firm name, using the term "Member of Firm". In cases of an individual use the term "dba (Company Name)" or Sole Owner".

7. PROPOSAL QUALIFICATIONS

Proposals must present evidence satisfactory to the Authority that they are fully competent to perform the conditions of the Contract. Proposers must have the necessary facilities, experience and financial capacity to fulfill the conditions of the Contract and all the terms and specifications included herein.

The vendor shall provide the Philadelphia Parking Authority with information as to their ability to perform. Proposers must submit, as part of this proposal, information stipulated in the Proposal Qualification Form and proof of ability to furnish the items as outlined in the specifications. All systems being proposed must be approved by the Pennsylvania Department of Transportation (PennDot) prior to proposal submission. Only vendor's with experience in operating fifty (50) or more approaches in large municipalities are eligible to submit proposals.

All prices set forth in proposals received by the Authority shall remain firm for sixty (60) days. Proposers shall not be allowed to change or alter the prices set forth in their proposals.

8. REJECTION OR ACCEPTANCE OF PROPOSALS

The Philadelphia Parking Authority will award the Contract to the lowest, most responsible proposer. In qualifying a proposer as responsible, the Philadelphia Parking Authority will consider the proposer's ability to meet the requirements, terms and conditions of the Contract. Proposers will be evaluated on factors including, but not limited to, the proposer's work experience, staffing level and staffing experience, responsiveness and anti-discrimination provisions, compliance with wage, hour and other fair labor standards, and integrity of the firm and its key people.

The Authority reserves the right to waive any irregularities in the completion of the forms and papers enclosed in this schedule, to accept or reject any or all proposals, to re-advertise for proposals if desired, and to accept the proposal which, in the judgment of the Authority, will be in the Authority's best interest. The Authority reserves the right to reject any and all alternates if desired, and to accept the combination of base proposals and alternates, which in the sole judgment of the Philadelphia Parking 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 event of default by a successful proposer, or the proposer's refusal to enter into the Contract with the Authority, the Authority hereby reserves the right to re-bid the Contract or accept the proposal of the next lowest responsible proposer at the Authority's sole option.

At any time up to the hour and date set for opening of proposals, a proposer may withdraw its proposal. Such withdraw must be in writing and sent to the Authority at address set forth herein by certified mail, return receipt requested, or delivered in person. Such withdraw shall be effective only upon receipt by the Authority and will not preclude the submission of another proposal by such proposer prior to the hour and date set for the opening of proposals. After scheduled time for opening of proposals, no proposer will be permitted to withdraw their proposal, and each proposer hereby agrees that their proposal shall remain firm for sixty (60) days. A proposal made and opened may be withdrawn with the written permission of the Authority, if in the Authority's opinion, the proposal is inconsistent with the best interest of the Authority.

Proposals will remain active and available for consideration sixty (60) days from submittal, regardless of whether the contract has been issued to another vendor. The costs may not increase and the proposals elements may not change in the event that the contract is initially assigned to another competitor.

9. UNACCEPTABLE PROPOSALS

No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or in default to the Authority upon any debt or contract, or whose insurer or banking institution is in default as surety or otherwise upon any obligation to the Authority, or has failed in the sole opinion of the Authority to faithfully perform any previous contract with the Authority. The Authority reserves the right to terminate the contract at any time if awarded vendor fails to execute any part of this RFP.

10. CLARIFICATION OF INSTRUCTIONS

Should the prospective proposer find a discrepancy in or an omission from the Requirements or Instructions to Proposers, or should s/he be in doubt as to the meaning of any term contained therein, the proposer shall notify Mary Wheeler, Manager of Contract Administration via email at mwheeler@phiapark.org who will clarify any discrepancies by sending written instructions to all proposers.

11. NOTIFICATION OF AWARD OF CONTRACT

The Authority will study and evaluate all proposals which are received in accordance with the instructions set forth in the proposal package and may award the Contract and notify all proposers of the award of the Contract within sixty (60) days of the date set forth for the opening of the proposals. Such notice shall be in writing and mailed to the address furnished by each respective proposer.

12. SECURITY

The proposal must be accompanied by a certified check or bond made payable to the Authority in the amount of \$50,000. This certified check or bond shall insure the completion of the contract. The certified check of unsuccessful proposers will be returned as soon as feasible after the opening of proposals.

In the event the successful proposer fails to complete the Contract described herein, the Authority shall keep and negotiate the certified check as liquidated damages for the breach occasioned by the successful proposer thus failing to fulfill the terms of the Contract, and the Authority may enter into a contract with the next lowest proposer.

13. FINANCIAL STATEMENTS

The Vendor must provide financial statements for the last four (4) years, which have been audited or reviewed by an independent Certified Public Accountant who is not an employee of the Offeror. Vendor may submit only one copy of their financial statements either with the original or in a separate envelope marked "confidential". Proposals should also include a list of the company's Board of Directors and whether the vendor is a subsidiary of another corporation.

14. MBE/WBE/DBE/DSE PARTICIPATION

The Philadelphia Parking Authority strongly encourages the meaningful and substantial participation of Disadvantaged Minority Business Enterprise ("M-DBE"), Disadvantaged Women Business Enterprises ("W-DBE") and Disadvantaged Disabled Business Enterprise ("DS-DBE") including but not limited to; Design, Construction. Operations Management, etc.

While there are no Participation Ranges projected for this proposal, proposers are prohibited from discriminating in their selection of subcontractors, and are encouraged to solicit quotes from business on an equitable basis with other firms.

Contractors must submit copies of signed contracts with M-DBE/W – DBE/DS-DBE Business to Mary Wheeler, Manager Contract Administration, The Philadelphia Parking Authority, Mellon Independence Center, 701 Market Street – Suite

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5400, Philadelphia, Pennsylvania 19106 prior to requesting payment for work performed by said business.

15. GENERAL WARRANTY

Neither the final Certificate of Payment nor any provision in the contract included within the scope of this contract shall constitute an acceptance of work not done in accordance with the contract or relieve the proposer of liability in respect to any expressed warranties or responsibility for faulty materials or workmanship.

16. STANDARD PRACTICES

All work performed under the contract shall be subject to inspection and final approval by the Philadelphia Parking Authority or its designated agents.

17. INVOICING

The vendor will be responsible for sending invoices electronically via email to the Philadelphia Parking Authority through the Manager of the Red Light Camera Program. The electronic transmission should be via a secure system that protects the confidentiality of the information being forwarded to the Authority. Monthly invoicing must be submitted to the Authority prior to the end of the following month.

18. SHIPPING AND DELIVERY

The vendor will be responsible for all shipping and delivery costs of the specific items required to support the proposal. The vendor will also adhere to the Delivery Schedule detailed in the Proposal.

19. PREVAILING WAGES

Prevailing wages for the industry and trade will be paid at all time for the duration of this project. All workers must be citizens of the United States of America.

20. PROCESSING

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

21. INSURANCE

The offeror shall submit with their proposal a sample certificate of insurance from another recent project or a letter from its insurance company indicating that they will provide the required insurances as outlined in this RFP.

22. PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

The successful Contractor, prior to the commencement of work under the contract, will be required to furnish a faithful Performance Bond in an amount equal to 100 hundred percent (100%) of the Contract Amount and Labor and Material Payment Bond equal to one hundred percent (100%) of the Contract Amount; said bonds shall be from a surety company satisfactory to the Philadelphia Parking Authority and qualified to do business in the Commonwealth of Pennsylvania. The Surety executing the bonds must be included in the listing as 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 shall have a minimum A.M. Best Rating of A; VII.

23. SUBCONTRACTOR NOTICE

The Contractor must notify the Authority of all subcontractors selected to perform work on this project. The Contractor

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shall inform all subcontractors of the project requirements and shall be responsible for the action of his/her subcontractors.

24. WAIVER OF LIENS

Waiver of Liens shall be filed with the City of Philadelphia Office of Judicial Records within fifteen (15) calendar days of award of this contract and prior to commencing work under this contract, the successful Contractor shall deliver, to the Philadelphia Parking Authority, a copy of the Waiver of Liens filed with the Office of Judicial Records, which can be obtained at First Judicial District of Pennsylvania, Room 284, City Hall, Philadelphia, PA 19107.

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A. EVALUATION CRITERIA

All proposals which meet the specifications of this RFP will be evaluated in accordance with the evaluation criteria listed below. Any proposal determined to be non-responsive to the specifications or other requirements of the RFP, including instructions governing submission and format, will be disqualified without evaluation unless the Authority in its sole discretion determines that non-compliance is inadvertent or insubstantial and can be corrected, or that an alternative proposed by the proposer is an acceptable substitute, in which case the Authority may seek clarification, allow the proposer to make minor corrections, apply appropriate penalties in the evaluation, or invoke a combination of all three remedies.

In this RFP, the word "system" used throughout is intended to describe the total offering of the proposer. In this context, "system" shall apply to both the automated system to be employed as well as the operational resources and administrative personal (for functions designated as the responsibility of the successful proposer), organization structure, policies and procedures proposed to provide the requisite levels of service. The scope of work that proposer is expected to provide related to this RFP is included in the "Operational and System Requirements," contained herein.

The criteria, which will be used to evaluate all proposals, are as follows:

A.1. DEMONSTRATED PERFORMANCE OF AN OPERATIONALLY TESTED SYSTEM PROVIDING SUPPORTING DOCUMENT HISTORY AND DATA

An operationally tested system will be defined as a system which is currently used by a major city (for the purpose of this RFP a major city is considered to be a city with a minimum of fifty (50) operational red light enforcement camera intersections) or traffic regulatory agency, which includes all of the system components, features and interfaces described in this RFP. The Authority reserves the right to request up to 2 years of operational data.

A.1.1 Compliance of the Proposed System

Compliance of the proposed system components, features and capacities with requirements defined in the RFP, including but not limited to experience in installing, and full support for a Red Light Traffic Signal Enforcement System.

A.1.2 Compliance of the Proposed Service Requirements

Compliance of the proposed system service requirements, the level of service, and the provision for ongoing services with the requirements defined in this RFP.

A.1.3 Provision of System Documents

Descriptions, specifications, and user requirements that will provide detailed information relative to the proposed system components, features, functions, interfaces, and operational elements.

A.1.4 Compliance with Operational Specifications

Compliance with operational specification requirements defined in the RFP.

A.1.5 Revenues

Ability to maximize net system revenues, and create at the Authority's request detailed financial reports and individual camera downtime reports.

A.1.6 Purpose and Objectives

Demonstrated understanding of the RFP's purpose and objectives.

A1.7 Availability of Data

Capability and availability to the proposed system's on-line data and information to assist the Authority, City of Philadelphia and proposer personnel in conducting timely and efficient data inquiries, resolving and adjudicating issues and disputes, and researching, analyzing and correcting system problems and issues.

The Authority or its designated agents shall be permitted to contact and visit, the frequency of each being at the Authority's sole discretion, one or more of the proposer's existing or former clients/operating sites to verify the proposer's statements and information relative to the existence, features and benefits of the proposer's system. The Authority further requires the proposer to provide the Authority with a detailed presentation of the proposer's system at each and every aforementioned visits.

A.2. EXPERIENCE, REPUTATION AND DEMONSTRATED EFFECTIVENESS WITH RED LIGHT TRAFFIC SIGNAL PHOTO ENFORCEMENT SYSTEMS

A.2.1 System Experience

Current and prior system experiencing including qualifications and experience of providing service capacity requirements defined in the RFP operating a fifty (50) plus camera system.

A.2.2 Relevance of Experience

Relevance of the proposer's experience to the requirements defined in the RFP.

A.2.3 Resource Quality

Qualifications and experience of the resources committed by the proposer to the project as well as the proposer's agents or sub-contractors.

A.2.4 Financial Strength

Financial statements for the most recent four (4) years, audited or reviewed by and independent Certified Public Account who is not an employee of the proposer must be enclosed with the proposal.

A.3. DEMONSTRATED TECHNICAL EXPERIENCE AND CAPABILITY

A.3.1 Personnel Evaluation

Consideration of the experience of key project personnel based on information supplied.

A.3.2 Application Support

Consideration of system application support.

A.3.3 User Training

Consideration for user training and support.

A.3.4 Hardware and Software Capabilities

Capability of hardware and software to accommodate initial and potential future installations.

A.3.5 System Maintenance

Consideration of system maintenance capability.

A.3.6 Technical Experience

Qualifications and technical experience of the resources counted by the proposer to the project.

A.4. DEMONSTRATED NETWORK EXPERIENCE AND CAPABILITY

A.4.1 Personnel Evaluation

Consideration of the experience of key network personnel based on the information supplied. All personnel listed should be made available to the Authority upon request.

A.4.2 Network Plan

Consideration of proposed network plan for this project.

A.4.3 Network Support

Consideration of system network support. In addition to three (3) qualified system administrators who are designated for the Philadelphia project.

A.4.4 User Support

Consideration of remote and local diagnostic capability and ability to support a network help desk for users as well as Authority network administrators. Help desk should be available Monday through Saturday, 6:00 a.m. to 8:00 p.m.

A.4.5 Hardware and Software Capabilities

Capability of network hardware and software to accommodate initial and potential future installations.

A.4.6 System Maintenance

Consideration of system maintenance capability.

A.4.7 Technical Experience

Qualifications and technical experience of the resources committed by the proposer to the project.

A.5 EFFECTIVENESS AND REPUTATION IN INTERFACING WITH THIRD PARTY MOTOR VEHICLE AGENCIES

A.5.1 Experience

The proposer must have extensive, real life experience in electronic interfacing with third party entities and/or government agencies for billing and operational purposes.

A.5.2 Experience Relevancy

Relevancy of experience to the requirements defined in the RFP.

A.5.3 Quality of Resources

Qualifications and technical experience of the resources committed by the proposer to this aspect of the project.

A.6 TECHNICAL ABILITY AND RESOURCE AVAILABILITY FOR THE MODIFICATIONS/DEVELOPMENT OF NEW SYSTEM COMPONENTS

A.6.1 Development Experience

Experience and reputation relative to modifying/developing new system component for system clients.

A.6.2 System Experience

Experience and reputation relative to assisting clients to resolve business/system issues.

A.6.3 Relevancy of Experience

Relevancy of experience to the requirements defined in the RFP.

A.6.4 Technical Expertise

Qualifications and technical experience of the resources committed by the proposer to the project.

A.6.5 Timeliness of Delivery

Demonstrated promptness and delivery of service to system clients.

A.7 QUALITY OF PROPOSAL

A.7.1 System Understanding

Demonstrated understanding of the system by how the proposal addresses critical issues identified by the RFP and how other issues deemed significant by the proposer are addressed. Parameters set by the vendor are to be approved at the discretion of the Authority

A.7.2 Concise

Conciseness of the proposal.

A.7.3 Presentation

Presentation of relevant material.

A.7.4 Thoroughness

Proposer's consideration of all the requirements defined in the RFP.

A.8 PROPOSAL PRICING

A.8.1 Price

Pricing schedules.

A.8.2 Added Value

Additional services or items which are included in the proposed system at no additional costs to the Authority (no charges may be billed to the Authority unless such costs are explicitly stated in the proposal). In addition, vendor will be

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responsible for 2nd notices with postage and all correspondence issues will be paid for by the vendor, vendor will attempt twice weekly to obtain vehicle owner identification until owner is found or statute of limitations occurs.

A.8.3 Equipment Detail

Descriptions, quantiles and specifications of all equipment to support the proposed system.

A.8.4 Value for Cost

Assessment of the system and service quality that the proposer will be able to deliver based on the proposal Costs.

A.8.5 Costs of Any Limitations

Assessment of the potential negative financial impacts on the Authority due to proposed limited system components, features, flexibility or processing capacity

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B. OPERATIONAL AND SYSTEM REQUIREMENTS

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

B.1. BUSINESS ETHICS

B.1.1 The vendor will provide a list of all red light camera and speed enforcement contracts that it has been awarded in the last five (5) years, with contact and project information detailed.

B.1.2 The vendor will provide an explanation for any contract that was terminated or for which service was no longer being provided during the period prior to the end date of the contract. Project name and number must be included.

B.1.3 Vendor will disclose any and all civil lawsuits filed against vendor, its officers, directors, associates, partners, limited subcontractors, consultants, affiliates, agents or employees in any jurisdiction in the United States arising out of or in connection with red light camera enforcement within the last five (5) years.

B.1.4 Vendor 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.

B.1.5 The vendor certifies that all information provided or that will be provided to the Authority is true and correct and can be relied upon in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information is a ground for the Authority to terminate this contract for cause and to pursue any other appropriate remedy.

B.1.6 The vendor certifies that the vendor's accounting system conforms to generally accepted accounting principles; is sufficient to comply with the contract's budgetary and financial obligations; and is sufficient to produce reliable financial information.

B.1.7 The Authority may examine the vendor's and any first-tier sub-contractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The vendor and any first-tier subcontractor must grant the Authority access to these records at all reasonable times during the contract term and for three (3) years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The vendor must include the preceding language of this paragraph in all first-tier subcontracts.

B.1.8 The vendor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Executive Director of the Philadelphia Parking Authority. Unless performance is separately and expressly waived in writing by the Executive Director, an assignment does not release the vendor from responsibility for performance of this contract. Unless otherwise provided in the contract, the vendor may not contract

with any other party furnishing any of the materials or services herein contracted for without the written approval of the Executive Director. Any subcontract for any work hereunder must comport with the terms of this contract and any State and City law, and must include any other terms and conditions that the Authority deems necessary to protect its interests.

B.1.9 The project manager is the Authority representative designated by the Executive Director, in writing and is authorized to:

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

Vendor must notify Authority of any and all personnel changes.

B.1.10 The project manager is not authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive the Authority's contractual rights.

B.2 INFORMATION SECURITY AND PROTECTION OF CIVIL LIBERTIES

B.2.1 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 vendor's users change, the Authority will be notified immediately in writing. The system must also allow multiple users to simultaneously view a single citation. It should also include a security and audit function to enable the tracking of access, data entry and amending of incidents.

B.2.2 The Authority seeks a red light camera system that reliably, accurately, and fairly captures red light violations while minimizing the invasion of privacy for drivers and passengers. No camera system may be capable of being manipulated from a remote location for any purpose. No camera system may be placed in such a manner as to capture images other than those described in this document. All images shall be specific to red light camera enforcement. Proposals should include how privacy concerns have been addressed in similar environments with similar equipment.

B.2.3 The system shall provide limited access to images. Tracking software is required to show when and who accesses the system. The vendor shall notify the Authority of the method by which access to the system may be gained. System shall be available to all users approved by the Authority.

B.2.4 All system program information, data, and images are the property of the Authority and may not be used by the vendor outside the scope of services defined herein without written permission from the Executive Director.

B.3 PUBLIC INFORMATION, EDUCATION AND PUBLICITY FOR PROGRAM

B.3.1 The vendor may be required (if deemed necessary by the Authority) to provide information in support of an ongoing public information campaign to improve public awareness of the red light camera program. In addition, the vendor may be required to attend public meetings and assist the Authority and/or City staff in demonstrating the red light camera system equipment program.

B.3.2 The vendor shall provide examples of red light enforcement community awareness campaigns it has participated in. The vendor may discuss other community awareness activities it wishes to propose as part of its response.

B.3.3 The vendor shall be responsible for the creation of professionally produced public service announcements describing the red light camera program. The public service announcements will be done at the direction of the Authority.

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

B.4 EQUIPMENT INSTALLATION

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

B.4.2 A Red Light Traffic Signal Enforcement System is defined as inclusive of all equipment and personnel required for the photo enforcement of red light violations in concert with the Philadelphia Parking Authority and the City of Philadelphia. The Authority shall require the vendor to install all hardware including the traffic violation detection system. Required hardware shall include, at a minimum, all computer interfaces, software, cameras, flash strobes, poles, violation detection system, wiring, and any necessary appurtenances to support a fully functional Red Light Traffic Signal Photo Enforcement System. The vendor shall work with an electric power company to establish a separate power tap and billing account. The electricity costs must be paid by the vendor.

B.4.3 The style, design and specifications for poles used in relation to the red light camera system will be designated by the Authority. The Authority shall be responsible for the providing and installation of all poles and signs at the Red Light Traffic Photo Enforcement System locations. The vendor will be solely responsible for reimbursing the Authority for any and all monetary costs associated with the purchasing of and installation of the poles and signs.

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

B.5 EQUIPMENT MAINTENANCE

B.5.1 The removal of obstructions that interfere with clear vision of signs and signals will be the responsibility of the vendor. All costs related to the removal of obstructions or other measures to alleviate obstructions will be absorbed by the vendor.

B.5.2 All maintenance of vendor-supplied equipment shall be the responsibility of the vendor.

B.5.3 The vendor is responsible for daily verification of each site's operational status and is required to immediately notify the Authority of any camera or system malfunction. Any camera or system malfunction must be repaired or replaced within 24 hours of its discovery unless otherwise approved by the Authority. For each hour exceeding the twenty-four (24) hours allotted for repair or replacement of inoperable equipment, the vendor shall pay the Authority liquidated damages per piece of inoperable equipment or camera location at the hourly rate of seventy-five dollars (\$75.00). These damages will accrue hourly until the repair or replacement is completed and the equipment is functioning to the satisfaction of the Authority. Any assessed liquidated damages will be deducted from the vendor's invoice.

B.5.4 The vendor must provide quality assurance check at a minimum of 2 times daily, or otherwise requested by the Authority, on each photo enforcement system seven (7) days a week. The vendor is also expected to provide routine preventive maintenance. The vendor must provide weekly system status reports that describe the maintenance performed, problems detected and out-of-service time for each unit. Reports must be made electronically to the Authority and its designated representatives. These reports must be accurate and include all maintenance, repairs and replacements performed on all cameras. When the system is found to be inoperable, the Authority must be notified immediately.

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

B.5.6 The vendor is responsible for regular inspection of poles and equipment related to the system. They will be checked for damage, vandalism, structural integrity, and unauthorized posting of materials or graffiti. Repairs, cleaning and replacement of poles and equipment are to be done in adherence with the provisions of this contract. Unauthorized postings and graffiti will be removed expeditiously and costs will be absorbed by the vendor.

B.5.7 Maintenance of each camera system must be accomplished with minimal traffic lane obstruction. The Authority/City reserves the right to limit the days, hours and locations at which service vehicles may park to perform system maintenance.

B.5.8 Unless otherwise approved by the Authority, equipment being replaced due to damage, defacement or inoperability must be replaced with new equipment.

B.6 CONTRACTOR EXPERIENCE

B.6.1 Each proposal must include a list of cities with fifty (50) or more approaches where the proposed camera system

is currently in use, the operational starting date for each city including the number of intersections covered, and the number of camera systems in each city. The vendor will indicate the number of years the camera systems have been operational for each city.

B.6.2 The proposing vendor must have sufficient experience in providing large scale and full service red light camera systems and services to cities of similar size.

B.6.3 Proposing vendors must complete and submit information for at least three references to be considered for this bid, along with all issues experienced by customer and vendor.

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

B.6.5 Provide the name, address, and telephone number of all subcontractors and vendors proposed for this project. Include a brief qualifications summary discussing the responsibilities and experience of each firm.

B.7 PROJECT MANAGEMENT

B.7.1 The vendor's back office operations will be closed on the following holidays: Memorial Day, July 4th, Labor Day, Christmas, New Year's Day, and Thanksgiving. Any other weekday closures must be approved by the Authority.

B.7.2 The vendor shall maintain a walk-in Customer Service Center located within the City of Philadelphia, at a location approved by the Authority. Citizens must be able to receive information, make payments, request a hearing, and view violation images and information at the vendor's Customer Service Center. The vendor's Customer Service Center does not have to be co-located with the vendor's processing center.

B.7.3 The vendor shall make every effort to work with the Authority in resolving citizen inquiries or complaints made concerning the use of red light camera enforcement technology. The Customer Service Center will be open for business between the hours of 9:00 a.m. to 6:00 p.m., Monday through Friday. Please describe the level and available hours of customer service proposed for this project.

B.7.4 The vendor shall assist in establishing a clear written protocol to be approved by the Authority for handling citizen complaints. The vendor will be required to document all contacts with violators in the incident tracking system.

B.7.5 The vendor must have demonstrated experience in establishing, staffing, and operating a customer service operation with trained customer service representatives (CSR's) to handle the call volumes and citizen questions about the program or a particular traffic citation. CSR's will be paid the prevailing industry wage. Describe vendor's customer service experience in similarly sized jurisdictions.

B.7.6 Describe the automated tools available for customer service representatives to:

- Review account data and violation images
- Send automated correspondence
- Initiate citation reviews
- Suspend account activity as appropriate

B.7.7 The vendor must provide adequate staffing to open, count batch, log review and process correspondence letters mailed from citizens each day. The Authority requires that 90% of all correspondence be processed within one day of receipt when averaged for each week. In no case may any correspondence processing take more than two (2) working days.

B.7.8 Staff should be cross-trained and experienced in all facets of correspondence submission requirements to ensure coverage during heavy volume periods. Appropriate supervisory staff shall be assigned to all operational departments.

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

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

B.7.11 The mail processing facility should be equipped with thorough physical security features including but not limited to cameras, pass-key door lock system, sprinkler system, etc.

B.7.12 The vendor shall maintain a Processing Center within the City of Philadelphia. All violation processing services required by this Request for Proposals must be provided out of the Processing Center.

B.7.13 The Processing Center shall conform to all local, state, and federal zoning and building code requirements.

B.7.14 The Processing Center shall continue operation for as long as the contract for the Red Light Traffic Signal Photo Enforcement Program is active and for 45 days thereafter. Upon conclusion of the contract and the 45 days thereafter, the vendor shall forward all records to the Authority for disposition of the remaining cases.

B.7.15 The Project Center Manager, or other designated employee of the vendor, will be required to work in Philadelphia effectively with, and promptly address issues identified by the Authority on a daily basis.

B.7.16 The vendor shall provide trained office and clerical staff, which must be citizens of the United States and have experience operating a professional office setting. All work is to be done in the United States of America without exception.

B.7.17 The vendor shall identify the location of its proposed Violation Processing Center for the Philadelphia Red Light Traffic Signal Photo Enforcement Program.

B.7.18 The vendor will describe its project organization for both startup and ongoing operations. The vendor must include all positions in the organization including number of staff and location. The vendor must also include the names and resumes of all personnel requested by the Authority. Vendor shall provide a detailed description of its process for hiring personnel associated with its administration of the red light camera program and any and all procedures it undertakes to help ensure that its employees, agents and sub-contractors are qualified to administer the red light program. If vendor requires its employees to a drug testing policy, vendor shall provide its drug testing policy, including, but not limited to, the manner in which it tests and the frequency of its drug testing. All test costs will be incurred by the

vendor. The vendor will immediately notify the Authority whenever staff involved in the Authority's program are replaced. The vendor is required to provide representation at meetings as determined by the Authority and other agencies responsible for the operation of the Red Light Photo Enforcement System.

B.8 TRANSITION PLAN

B.8.1 Vendors will be required to install all existing systems within ninety (90) days of approved notification by the Authority. Any other systems will be installed at the discretion of the Authority, with ninety (90) days notice. The vendor is to submit a Project Work Plan or implementation timeline for all services as outlined for the entire project indicating how it intends to meet the Authority's implementation schedule. The plan should describe the project management methodology and activities needed to complete total project implementation. A typical plan shall be presented in chart form and indicate weekly and monthly activities in support of the implementation, including quality control reviews and participation of subcontractors. The plan should provide milestones, anticipated completion dates, and all events required.

B.8.2 Discuss vendor's success in implementing red light traffic signal photo enforcement systems and service programs of similar size within similar time frames.

B.8.3 Vendor's system must be capable of interfacing and exporting all data and images with other Authority databases as required. Please describe other jurisdictions where the proposed system successfully interfaces with existing systems.

B.9 SITE SELECTION, ANALYSIS AND DESIGN

B.9.1 The vendor may be required to perform feasibility and/or baseline studies at intersections being considered or selected for inclusion in the program. Proposals must include the methodology of the studies. Any traffic studies conducted as part of a site selection process must occur of the target location and for a period of at least twenty-four (24) continuous hours. Requested studies must be provided within 10 business days and at no cost to the Authority.

B.9.2 The Authority, in consultation with the City and the Pennsylvania Department of Transportation (PennDot), will be responsible for the final site selection. Vendor will provide examples of where they have implemented their strategy and provide contact information for each city referenced.

B.10 PERMITTING

B.10.1 Prior to installation, the Authority, in coordination with the City and PennDot shall approve the design and installation of all system equipment. Installation of equipment should require minimal disruption of roadway surfaces and shall conform to all city, state and federal guidelines. The vendor shall be responsible for submitting any plans as required by the City Code and obtaining all necessary permits and approvals required for installation of the Red Light Traffic Signal Photo Enforcement System. Vendor must pay for all upgrades required by PennDot or the City.

B.11 CAMERA SYSTEM REQUIREMENTS

B.11.1 A Camera System, for purposes of this proposal is, all equipment, installation, and maintenance and support infrastructure, as defined in this section, necessary to monitor red light violations at a single intersection from a single approach.

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

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

B.11.4 Camera systems shall be fully automated with regard to set-up, settings and focusing.

B.11.5 The Authority expects one camera to cover all lanes, up to five (5) for each undivided approach.

B.11.6 Vendors must describe the proposed camera system, including camera system capabilities and features, camera system housing and pole, flash units, and processing capabilities.

B.11.7 Each proposal must include a list of cities where the proposed camera system is currently in use, the operational starting date for each city including the number of intersections covered and the number of camera systems in each city. Indicate the number of years the camera systems have been operational for each city with fifty (50) or more approaches.

B.11.8 Each camera system shall be equipped with a computer interface and shall have sufficient computer support and associated equipment to record, document and track red light enforcement data for record keeping and adjudication purposes.

B.11.9 The camera system should be capable of gathering and producing to the Authority daily/monthly location traffic information for statistical analysis to include speeds, red light violations, and traffic volume and associated averages. Traffic data must continue to be captured during periods when the camera is placed in a "quiet" mode or that setting where the camera system is not in an enforcement mode.

B.11.10 Authority personnel must be able to review monthly reports and review/update violator account information online. The system must allow the Authority personnel to review all relevant account information.

B.11.11 Vendor's proposed camera systems must be easily portable, allowing a single red light camera system to be rotated between several camera housings.

B.11.12 The vendor must include the method proposed for violation detection. It must include a detailed description of the method and record of accuracy of the violation detection protocol proposed. The vendor must include a list of cities where the violation detection method is employed.

B.11.13 The successful vendor will provide a camera system capable of photographing the rear of vehicles whose drivers commit red light violations. The camera must obtain a clear image of the rear of vehicles as to clearly identify the license plate. The camera must be able to capture three (3) color photographs per violation. The first photo must

depict the vehicle behind the legal point of violation while the governing traffic signal is visibly red in the photograph. The second photograph shall depict the same vehicle continuing through the intersection, beyond the legal point of violation past the stop bar with the traffic signal visibly red in the photograph. The third photograph shall depict a cropped view of the vehicle's license tag.

B.11.14 Images shall be clearly discernible and visible to the naked eye, without the use of enhancement equipment to view the photograph of the vehicle in violation. The equipment must also be capable of providing a color image of the rear license plate of the vehicle in violation. Furthermore, the camera systems must be able to capture all images in color at all times of day and under all weather conditions. Sample photos depicting day and night images must be submitted with proposals representing all weather conditions including rain, snow, overcast and bright sunlight.

B.11.15 Vendor's Red Light Traffic Signal Photo Enforcement System must be optically isolated from the City's traffic controller unit. Proposer should provide a detailed back-up plan for situations involving equipment failure.

B.11.16 Vendor shall use isolation relays or equivalent to protect traffic signal equipment from noise, transient voltage, and any related remote interconnect or interference problems in accordance with the NEMA standard. The vendor shall submit a schematic drawing showing his methodology for establishing a connection to the controller in order to obtain approval.

B.11.17 Vendor's system shall provide a convenient means of disconnecting it from the traffic signal system. The City and/or the Authority shall retain the right to disconnect the vendor's system from the traffic signal system when, in the opinion of the City/Authority, it is in the best interest to do so for purposes of safety, maintenance, repair, troubleshooting or other reasons related to the proper operation of the traffic signal system.

B.11.18 The camera system shall monitor the status of the red signal via the controller terminals that feed the signal head. These terminals are 120 VAC.

B.11.19 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 and financial reports, in addition to any other reports requested by the Authority.

B.12 EXPANSION CAPABILITIES

B.12.1 The red light camera system should be capable of co-locating with speed detection systems at intersections and capable of detecting and recording evidence of straight through red signal violations, left-turn and right-turn violations, including violations by slow moving right-turn vehicles, at approaches with single and multiple lanes.

B.12.2 The Authority may wish to migrate to other automated red light enforcement technology in the future, if it's legally permitted and is determined to be in the best interest of the Authority. The vendor will describe how the proposed system can accommodate such an upgrade. The level of work required to migrate from the digital system to other available automated red light enforcement technology should be explained.

B.13 VIOLATION DATA INFORMATION REQUIREMENTS

B.13.1 The violation processing system must attach the electronic signature and ID number of the reviewing technician to the actual notice mailed to the violator.

B.13.2 The information management software system must provide record keeping and tracking functions for all citations from issuance through final disposition.

B.13.3 The vendor must provide summary and detailed reports of all citations transferred from the Authority's legacy system. The summary report will be broken down by status (open vs. closed, partially paid citations, citations in collections as well as those that have been reported to the credit bureau) and must include citation number counts and amounts.

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

B.13.5 The vendor must adhere to City Code § 12-3012 (4) Image Retention Compliance.

B.14 CALIBRATION, ACCURACY AND REPORT REQUIREMENTS

B.14.1 Each camera system shall 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 vendor is required to provide certification that the red light camera system was operating properly at the time of a red light violation and provide a pass/fail report upon request of the Authority.

B.14.2 The camera system must be capable of allowing Authority personnel to complete remote downloads, verify calibration and shut down the camera system. The vendor must maintain the correct calibration on all red light cameras. The vendor is also responsible for ensuring that the amber phase is calibrated in compliance with the PennDot permits for each location. The amber phase calibration and the red light timing calibration must occur quarterly with a report verifying the correct calibration being forwarded to the Authority to be observed on each violation.

B.14.3 Clearly define the proposed database and reporting system which allows statistical analysis of violations and related data over time. Describe program management software and its capabilities. The information management software system must provide record keeping and tracking functions for all citations from issuance through final disposition. Indicate what types of data reports are available from the vendor's management software. Sample reports should be submitted with the proposal.

B.14.4 A wide range of reports will be required from the vendor. The following is a partial list of topics on which data and reports will be required:

- Number of events
- Number of violations recorded
- Number of citable violations
- Traffic volumes and violation by location
- Number of violations not resulting in citations
- Breakdown of violations rejection categories and amounts
- Breakdown of citations by location

- Number of citations prepared and mailed
- Number and dollar amounts of fines collected monthly and total to date
- Status of citations issued (outstanding, paid, in collection status, etc.)
- Number of telephone calls, their resolution, wait time, etc.
- Adjudication hearings scheduled and held
- Adjudication appointments scheduled
- Disposition of adjudication hearings / User information provided
- Equipment hours of service
- Camera maintenance status and downtime reasons
- Refund Report
- Amber phase verification
- Any other report requests by the Authority

B.14.5 Each report shall be available on at least a monthly and annual basis. Some may be required on a daily or weekly basis. Preference will be given to reporting systems which allow custom reports to be produced from an array of preset factors

B.14.6 The vendor shall describe how they will report to the Authority on the accuracy of the processing and field work provided by their program. A description of the methodology of quality assurance procedures shall be included in the vendor's proposal.

B.15 TRAINING REQUIREMENTS

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

B.15.2 The vendor shall provide training on the use of the vendor's violation processing system to officers and others who will make use of the system.

B.15.3 The training shall be conducted within the City of Philadelphia at a site and time approved by the Authority.

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

B.15.5 The vendor shall submit an overview of the training of its employees and any expert witnesses the vendor will require to further the efforts of the program. Vendor will provide a list of all employees, titles, years of service, and background information.

B.16 VIOLATION PROCESSING

B.16.1 All required data generated by the violation shall be superimposed in the photographs.

B.16.2 The Authority seeks a comprehensive violation processing system that has the capacity to handle a high volume of red light violations. The system should be capable of reviewing violation events, name and address acquisition, notice mailing, payment processing, customer service, and collections. The vendor shall strictly adhere to any and all timelines established by the Authority concerning the processing of said violations and shall further abide by any and all local and state laws and regulations pertaining to the Red Light Photo Enforcement System. The vendor is required to provide a detailed description of the violation processing system. The description must include the following:

- Capabilities
- Security and auditing ability
- Capacity
- Features
- Available modules
- Support

B.16.3 The vendor's database must provide standard relational database functions to allow the vendor, and City agencies authorized by the Authority to easily enter, access, search, and sort the violator database by various parameters including:

- Date of violation
- A unique violation incident number
- Time of violation
- Location of violation
- Vehicle registration plate information
- Vehicle registration plate – issuing state
- Registered owner of vehicle
- Date of notice
- Adjudication status
- Hearing date and time
- Any other elements requested by the Authority

B.16.4 The proposed system must accept all statistical data from camera systems used by the Authority, regardless of camera type. The core system must contain all camera data and citation processing data within a single point of access or single database.

B.16.5 The vendor will be responsible for the full system and data conversion from the Authority's legacy system to the vendor's proposed system and will ensure minimal downtime during the conversion.

B.16.6 Pennsylvania law provides owners with the option of identifying the driver of the vehicle at the time of the violation through testimony in court or via notarized statement. Driver notices are then sent to the identified offender within fourteen (14) days of the court's approval. The vendor must be able to meet this requirement and will perform all associated mailings at no additional costs to the Authority.

B.16.7 The vendor must utilize the use of Remote Deposit Capture technology for payments made by checks.

B.16.8 Proposals must list the cities currently using the proposed violation processing system including the volume of:

violations issued, notices of violation mailed, payments processed, correspondence received and processed, telephone calls handled, revenue collected, collection notices mailed, DMV records obtained, etc.

B.16.9 The violation processing system must attach the electronic signature of the reviewing staff to the notice mailed to the violator.

B.16.10 Police officers, City and Authority officials must also be able to review monthly reports and review/update violator account information online. The system must allow the authorized personnel to review all relevant account information to include, at a minimum:

- The vehicle registration plate numbers
- The state of issuance for the vehicle registration plate
- The vehicle registration plate type
- The date of the violation event
- The time of the violation event
- The location of the violation event
- All three digitized images demonstrating the violation and tag close-up
- Payment status; including date money was applied and if applicable, image of check or money order
- Hearing status
- Digitally imaged correspondence
- Standardized monthly reports (must have ability to review and print reports)
- Zooming capability in order to enhance image clarity
- Include in queue history tracking of incident to include date/time and individual who completed action
- All customer related notes; any contact with customers must be documented
- Show dates of each step of violation process and present status of incident

B.16.11 Personnel authorized by the Authority should have the ability through remote workstations to, at a minimum:

- Download violation images for printing or mailing to citizens
- Suspend activity on accounts until further research is completed in special circumstances.

B.16.12 On all approved violations, the vendor shall provide personnel to view all digitally recorded images and enter event data, to include:

- Vehicle registration plate number characters
- State of issuance for vehicle registration plate
- Vehicle registration plate type
- Date of the violation event
- Time of the violation event
- Location of the violation event
- Vendor assigned reference number to be determined at the direction of the Authority
- Speed time, amber time, and red time

B.16.13 Vendor personnel shall create a third image by cropping, scaling, and appropriately adjusting brightness, contrast, etc. to maximize the clarity of the registration plate.

B.16.14 Authority personnel shall view each image and make a preliminary decision whether it meets

the City/Authority's criteria to issue a citation. If the established criteria are not met, the system must permit the reviewing personnel to enter the appropriate City/Authority defined explanation code. If the photograph does appear to indicate a violation, the Authority staff shall prepare the image for City Police verification that the recorded image is a citable offense. The notice of violation shall be capable of displaying the described elements.

B.16.15 Vendor shall prepare and print citations for all Police Department approved citable offenses. All citations must be in accordance with City/Authority approved format. Narratives on citation notices will be provided at the direction of the Authority.

B.16.16 Printed citations shall include three-color digitized violation images of a quality acceptable to the Authority. The citations shall include the electronic signature of the officer who approved the citation. The first picture must clearly show the vehicle prior to touching the marked stop line and at least one of the governing traffic signal heads with the red signal illuminated. The second image must clearly show that the same vehicle continued through the intersection with at least one of the governing traffic signal heads with the red signal illuminated. The third image shall be cropped, scaled, user-selected sub-image of the vehicle's registration plate, clearly readable to the average naked eye. Printed citations shall also include the date and time of the violation, the location of the intersection, the exact length of time that the light was red for each specific violation (refer to Philadelphia Parking Guidelines), the dollar amount of the civil penalty imposed and the date by which the civil monetary penalty shall be paid.

B.16.17 The vendor shall mail law enforcement approved citations with return envelope by first class mail. The vendor is responsible for costs of postage and mail delivery. The vendor will be responsible for recording either manually or automatically proof of mailing and that information should be available for processing and adjudication. All status and outcome updates regarding the mailing of the notice must be included in the incident tracking system. This information must also be available for judicial or administrative hearings as evidentiary material.

B.16.18 The vendor shall send a second follow-up notice to delinquent violators, in the event of non-response, fifteen (15) days after initial response due date. The vendor's proposed violation processing system must contain logic that enables automated tracking of all violation account information including payments and scheduled hearings to ensure follow up notices are not erroneously sent to violators. The vendor must describe the proposed system's ability to comply with this requirement.

B.16.19 Second notices will include an approved narrative from the Authority and the three photographs from the first notice. Any additional postage incurred due to correspondence sent is vendor's responsibility.

B.16.20 The vendor will provide statistical analysis of violations and related data at the request of the Authority. The information generated shall be used by the City/Authority to evaluate the performance of the Red Light Traffic Signal Photo Enforcement program and to assess the relative success in achieving the goal of improved traffic safety at signalized intersections by modification of driver behavior.

B.16.21 Violations will only be issued for infractions which will occur (refer to Authority guidelines) after the change of the signal to red. Vendor should adhere to guidelines consistent with Philadelphia Parking Authority policy.

B.17 OWNERSHIP IDENTIFICATION

B.17.1 The vendor shall obtain registered owner information within 30 days from appropriate department of motor vehicles for the citable offense on identified registration plates. If the first request for owner information is unsuccessfully returned to the vendor, another request for owner information is to be submitted to the appropriate state DMV within 7 business days after the first request was made. The vendor will continue to request ownership information from the appropriate department of motor vehicles every seven business days for a total of four attempts. The registered owner's information shall then be entered into the system with the violation images.

B.17.2 The vendor shall describe the proposed solution for acquiring both in-state and out-of-state registered owner information in a timely fashion. First notices must be mailed within 30 days after the commission of the violation or within 30 days after discovery of the identity of the registered owner, whichever is later, and not thereafter to the address of the registered owner as listed in the records of the department. Describe similar jurisdictions where the proposed registered owner information acquisition solution has proven successful. Detail the number of registered owner requests performed annually for each referenced project. Detail the registered owner success (hit) rate for each referenced project. Describe the process that will be followed when attempts to obtain the vehicle registration are unsuccessful.

B.17.3 The vendor shall describe the proposed process for handling government, rental, leased, fleet and temporary registered vehicles that are captured in violation of the City's red light regulations. Describe how these programs have worked in other cities in which they are deployed.

B.18 PAYMENT PROCESSING

B.18.1 The vendor is required to mail two initial notices. The vendor must describe its collections strategy to maximize payment in the event the initial two notices do not result in closed accounts. The vendor must detail, including sample notices, its proposed collection approach for this proposal. The vendor must list examples of other cities where similar collections strategies have been implemented and detail the collection rates and results of such efforts. The vendor's system must be capable of exporting violation information to third party vendors concerning outstanding violations.

B.18.2 The vendor will be responsible for processing all payments received including past due for the red light traffic signal photo enforcement program. The vendor must have the capability to handle all red light traffic signal photo enforcement violation payments made in person at designated locations, electronically paid on-line, electronically paid by phone, and mailed into vendor-owned USPS lockbox, including the daily depositing and reconciliation of all receipts. Any change to fee costs for payments must be approved by the Authority.

B.18.3 With the high volume of mail that is received, control and accuracy are essential factors in the lockbox operation. The services provided should be integrated with numerous levels of control, audit, and redundancy, which will ensure the accurate and timely receipt, processing, and update of mail-in payments. The vendor shall describe its procedures for processing payments. Such procedures shall include:

- Method for receipt of payments and recording receipt date
- Ability to apply payments by source (cash, check, money order, or credit card)
- Ability to handle electronic reimbursement
- Verification of check amounts
- Batch reconciliation and file update

- Bonded courier service to financial institution
- Accepting partial payments

All mailed payments should be scanned to database showing check/money order, pay stub, front portion of envelope showing post mark.

B.18.4 The vendor is required to deposit into the designated bank account, once each 24 hours during normal banking days, and an amount equal to the gross receipts of the current day's revenue received. Payments deposited must be applies to the vendor's database every day and available for online review within 24 hours of deposit/update.

B.18.5 The vendor is requested to provide procedures for handling payments received that require additional investigation and research. These procedures should include, but not be limited to:

- Overpayments
- Unapplied payments
- Returned checks

B.18.6 The vendor must describe its payment reconciliation methodology.

B.18.7 Please describe vendor's proposed internet payment solution. The vendor shall provide a list of all fees charged to persons making on-line payments or phone payments. No fees are to be applied to any customer who pays in person. The vendor must also describe jurisdictions where they have provided similar internet payment systems.

B.18.8 The vendor will be required to provide on-line cashiering systems at various facilities to enable citizens to make walk-in Red Light Traffic Signal Enforcement Program payments. The vendor must describe the proposed on-line cashiering capability. Vendors should describe where their proposed on-line cashiering solution is currently operational.

B.19 ADJUDICATION SUPPORT

B.19.1 The vendors must prepare evidence files for every scheduled hearing. Evidence files shall be submitted to any and all government agencies designated by the Authority in electronic format, capable of being printed from the system at the hearing location. Evidence files will consist of, at minimum:

- Digital image of the first violation photograph
- Digital image of the second violation photograph
- Digital image of the license plate tag
- Field service technician log indicating the good working order of the red light camera system at time of violation
- Additional information as required by the Authority
- Any written correspondence received from the violator in hard copy or digital format
- Electronic verification of violation notice mailing

B.19.2 The vendors system must be capable of scheduling hearings and interfacing and exporting all required data to any and all government agencies designated by the Authority. Please describe experience with interfacing proposed system data with adjudicatory agencies.

B.19.3 The vendor shall provide, at its own expense, witnesses as necessary to testify as to the accuracy, operations,

and reliability of the red light camera and related equipment for contested complaints. Additionally, video or other materials may be developed to present relevant information at the hearing.

B.19.4 The vendor shall specify a process to notify all operators and technicians of adjudication dates as required for successful prosecution.

B.20 TERM OF CONTRACT AND INDEMNIFICATION

B.20.1 The term of the Contract shall commence upon completion of a fully executed Contract and will expire automatically after five (5) years. The Contract will terminate automatically in the event that any act of government suspends or terminates the automated red light enforcement system in Philadelphia.

B.20.2 The vendor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the vendor's negligence or failure to perform any contractual obligations. The vendor must indemnify and save the Authority harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the vendor's negligence or failure to perform its contractual obligations. If requested by the Authority, the vendor must defend the Authority in any action or suit brought against the Authority arising out of the vendor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the vendor is deemed to be negligence of the vendor. For the purposes of this paragraph, Authority includes its boards, agencies, agents, officials and employees.

B.21 PRICING

B.21.1 All services are to be provided on a fixed fee basis. No portion of the vendor's fee will be paid on a percentage of money collected or number of violations issued. The vendor will be responsible for all operating costs and staff for the provision of this contract.

B.21.2 Start-up costs will be the responsibility of the vendor. The vendor should submit a monthly fixed fee per installed system. The fee should include all installation and equipment costs, service and maintenance costs, violation processing and services costs, community awareness costs, and all other costs related to the scope of work required.

B.21.3 The vendor is required to submit a plan for prorated payments by the Authority for any sites which are inoperable for any period of time.

B.21.4 The vendor is further required to submit a fixed monthly fee for the provision of an unattended housing or if there is a cost to move a red light traffic signal photo enforcement system from one location to another.

**PHILADELPHIA PARKING AUTHORITY
RED LIGHT TRAFFIC SIGNAL PHOTO ENFORCEMENT SYSTEM**

PROPOSAL NO. 17-03

C. SUBMISSION REQUIREMENTS

To ensure a uniform review process, all proposals must follow the format specified herein. Proposals not in accordance with this specified format will be considered non-compliant and returned to vendor.

Required Proposal Outline

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

Title Page

Include Request for Proposal (RFP) Red Light Traffic Signal Photo Enforcement System and Proposal No. 17-03; and name of company with address, telephone number, FAX number, and e-mail address of designated contact person for this proposal.

Table of Contents

Identify each proposal section by section name, number, and page, for example, Operational and System Requirements, B.16.3, page 14. Pages should be consecutively numbered.

The tab requirements are as follows:

Tab A

Letter of Transmittal- signed by an officer of the company authorized to bind or negotiate on behalf of the company. The individual may be different than the one identified on the title page as your proposal contact person. Include title, address, phone, FAX, and e-mail address.

Tab B

Executive Summary- provide a concise overview of the vendor's solution for the City of Philadelphia, the firm's background and qualifications in red light photo enforcement systems, firm's financial stability, and why the firm is the best value choice for the City of Philadelphia. Include any other information the vendor feels would be relevant or which would serve to distinguish the firm from other firms submitting proposals.

Tab C

Firm Experience- In order to be considered qualified, firms should clearly demonstrate that they have successfully provided a red light traffic photo enforcement system in large municipalities operating fifty (50) or more approaches. Offeror shall provide a list of three references of clients for which its firm has performed similar work as described in this RFP, within the past three years. The contact name and phone number of the client representative must be included.

Tab D

Staff Experience— list your professional staff members who will be assigned to this engagement if the firm's proposal is

selected. Provide details of each professional staff member's qualifications, including years and types of experience, education, accomplishments, etc. Specify the extent of the availability and commitment of each such professional staff member who will be assigned to this engagement if the firm's proposal is selected.

Tab E

Proposal Form

Tab F

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

Tab G

The Vendor must provide financial statements for the last four (4) years, which have been audited or reviewed by an independent Certified Public Accountant who is not an employee of the Offeror. Vendor may submit only one copy of their financial statements either with the original or in a separate envelope marked "confidential". Proposals should also include a list of the company's Board of Directors and whether the vendor is a subsidiary of another corporation.

Tab H

Insurance Requirements- The offeror shall submit with their proposal a sample certificate of insurance from another recent project or a letter from its insurance company indicating that they will provide the required insurances as outlined in this RFP.

Tab I

Unacceptable Contract and Insurance Terms- a sample of the PPA standard contract is included in this solicitation. Please review the contract carefully. Any exceptions or requested changes to the contract must be clearly noted in the proposal in order to be considered. Any contract exceptions or changes submitted after proposals are received will not be considered. The Authority is not obligated to accept the requested changes. The Authority may accept some or all changes or may refuse.

Tab J

Cost Proposal- list your per camera per month fee.

Tab K

Additional Data – optional section. If used, please discuss other benefits that the proposer can offer on specific services not addressed in the RFP.

NAME OF PRIME OFFEROR

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

RED LIGHT TRAFFIC PHOTO ENFORCEMENT SYSTEM
REQUEST FOR PROPOSALS No. 17-03

PROPOSAL FORM

1. The undersigned, having familiarized ____self/selves with the proposal documents to provide a red light traffic signal photo enforcement system, including the Notice of opportunity, Instructions, Evaluation Criteria, Proposal Form, Affidavit of Non-Collusion, Requirements, and Addenda if any (hereinafter collectively referred to as the "Proposal Documents"), as prepared by the Philadelphia Parking Authority and on file in the office of the Authority at 701 Market Street, Suite 5400, Philadelphia, Pa 19106, hereby proposes to provide a red light traffic photo enforcement system.
2. In submitting this proposal, it is understood that the Authority reserves the right to withdraw and cancel this invitation prior to opening of proposals or to reject any and all proposals after proposals are opened if this is in the best interest of the Authority and in the Authority's sole judgment. If written notice of the acceptance of this proposal is mailed, telegraphed or delivered to the undersigned within thirty (30) days after the opening thereof, or at any time thereafter before this proposal is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form.
3. Attached hereto is an affidavit of proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or the submitting of proposal for the contract for which this proposal is submitted.
4. Offeror acknowledges receipt of the following addenda:

Addendum

Date

5. **Contract Period:** Commencing with the Effective Date of the Contract the term of this Agreement shall terminate automatically after 5 years, unless terminated earlier by the Authority.

NAME OF PRIME OFFEROR

6. **Requirement Statement:** The undersigned vendor agrees to provide a red light traffic signal photo enforcement system as specified in the Requirements and any Addenda if issued.

Signature

Name
(Please Print)

Title

Date

NAME OF PRIME OFFEROR

7. Offeror Signatures:

If offer is by an individual or partnership, form must be dated and signed here:

Signature of Owner of Partner	Business Name of Bidder
Typed or Printed Name	Street Address
Title	City/State/ ZIP Code
Date	Telephone Number

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, or Assistant Treasurer, and (c) a corporate seal must be affixed. If this form is not so signed, a corporate resolution authorizing form of execution must be attached to this proposal.

Signature	Signature
Typed or Printed Name	Typed or Printed Name
Title	Title
Business Name of Bidder	
Street Address	SEAL:
City/State/ZIP Code	
Telephone Number	
Date	

NAME OF PRIME OFFEROR

8. Affidavit of Non-Collusion:

STATE OF

COUNTY OF

_____, being first duly sworn, deposes and says:

.....That the bidder is a

.....

(Partner or officer of the firm of, etc.)

The party making this proposal, that such proposal is genuine and not collusive or a sham; that such Offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any Offeror or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price or affiant or of any other Offeror, or to fix any overhead, profit or cost element of said proposal price, or of that of any other Offeror, or to secure any advantage against the Philadelphia Parking Authority, or any person interested in the proposed contract; and that all statements in said proposal or bid are accurate, true and not misleading.

Signature of Offeror, if Offeror is an individual

Signature of Officer, if Offeror is a corporation

Subscribed and sworn to
Before me this _____
Day of _____ 2017.
My commission expires on
_____, 20____

NAME OF PRIME OFFEROR

9. Offeror's 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.
- iv.
- iii.
-

NAME OF PRIME OFFEROR

INTENTIONALLY

LEFT BLANK

SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM (BIDS)				THE PHILADELPHIA PARKING AUTHORITY	
DISADVANTAGED BLACK (B-DBE), DISABLED (DS-DBE), MINORITY (M-DBE), AND WOMEN (W-DBE) OWNED BUSINESSES				MINORITY AND DISADVANTAGED BUSINESS PARTICIPATION PROGRAM	
Proposal Number 17-03		Name of Offeror		No. of Copies Submitted	Page ___ of ___
See instructions: Complete one or more forms for each type of disadvantaged business participation required: check one: <input type="checkbox"/> B-DBE <input type="checkbox"/> DS-DBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE					
For the type of disadvantaged business checked, list below all the certified firms that were solicited whether or not a commitment was made. <i>Photocopy this form as necessary.</i>					
Disadvantaged Business Information		Type of Work or Materials	Date Solicited	Commitment Made	Give reason(s) if no commitment made or no quote received:
Company Name		Phone	Mail	Yes (Date)	
Address				No	
Contact Name		Quote Received		Amt Committed to	
Telephone No.	Fax No.	Yes	No	\$ % percentage of total bid	
MBEC Certification No.					
Disadvantaged Business Information		Type of Work or Materials	Date Solicited	Commitment Made	Give reason(s) if no commitment made or no quote received:
Company Name		Phone	Mail	Yes (Date)	
Address				No	
Contact Name	Telephone No.	Quote Received		Amt Committed to	
MBEC Certification No.		Yes	No	\$ % percentage of total bid	
Disadvantaged Business Information		Type of Work or Materials	Date Solicited	Commitment Made	Give reason(s) if no commitment made or no quote received:
Company Name		Phone	Mail	Yes (Date)	
Address				No	
Contact Name	Telephone No.	Quote Received		Amt Committed to	
MBEC Certification No.		Yes	No	\$ % percentage of total bid	



Proposal Decline Form: RFP No. 17-03 – Red Light Traffic Signal Photo Enforcement System

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

The undersigned vendor 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
- ☐ Unable to meet Requirements
- ☐ Unable to meet Bond/Insurance Requirements
- ☐ Requirements 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 Mary Wheeler, Manager of Contract Administration at mwheeler@philapark.org.

Exhibit A

EXHIBIT "A"
CONTRACTOR INTEGRITY PROVISIONS

1. Definitions.

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

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

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

d. Financial Interest means:

1) Ownership of more than a 5% interest in any business; or

2) Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.

e. Gratuity means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

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

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

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

5. The Contractor shall not, in connection with this or any other Contract with the Authority, directly or indirectly, offer give or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Authority.

6. Except with the consent of the Authority, neither the Contractor nor anyone in privity with him or her shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this Contract except as provided therein.

7. Except with the consent of the Authority, the Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor or material on this project.

8. The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Authority in writing.

9. The Contractor, by execution of this Contract and by the submission of any bills or invoices for payment pursuant thereto, certified and represents that he or she has not violated any of these provisions.

10. For violation of any of the above provisions, the Authority may terminate this and any other contract with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with the Authority. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Authority may have under law, statute, regulation, or otherwise.

Exhibit B

THE PHILADELPHIA PARKING AUTHORITY
INSURANCE AND INDEMNIFICATION REQUIREMENTS
RFP No. 17-03 Red Light Traffic Photo Enforcement System

Prior to commencement of the contract and until completion of your work, _____ shall, at its sole expense, maintain the following insurance on its own behalf, with an insurance company or companies having an A.M. Best Rating of "A-: Class VII" or better, and furnish to The Philadelphia Parking Authority Certificates of Insurance evidencing same. Coverage must be written on an "occurrence" basis (exception – professional and environmental/pollution 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):	\$ 10,000
 - b) General Aggregate must apply on a Per Location Basis
 - 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:
 - (1) All Owned, Hired and Non-Owned Vehicles
 - (2) Contractual Liability Coverage (including Liability for Employee Injury assumed under a Contract)
 - b) Per Accident Combined Single Limit: \$1,000,000
 - c) Owner must be named as additional insured as shown in requirement #9.
4. Excess / Umbrella Liability Insurance with a minimum acceptable limit of coverage of \$5,000,000 (or the final limit decided to be appropriate) per occurrence and aggregate. Such coverage shall be excess of the general liability insurance, business auto liability insurance, and employers liability as required

by this contract. Owner must be named as additional insured as shown in requirement #9.

5. If professional services are involved - Professional (E&O) Liability Insurance with minimum acceptable limits of \$1,000,000 per claim, \$2,000,000 aggregate. Claims-made is acceptable.
6. If any work involves or includes handling, transporting, disposing or performing work or operations with hazardous substances or constituents, contaminants, waste, toxic materials, or any potential pollutants - Environmental/Pollution Liability Insurance with minimum acceptable limits of \$3,000,000 per occurrence. Owner must be named as additional insured as shown in requirement #9. Claims-made is acceptable.
7. Deductibles or Self Insured Retention's: "if applicable"
None of the policies of insurance required by this agreement shall contain deductibles or self-insured retention's in excess of \$25,000. _____ is responsible to pay any and all deductibles and/or self-insured retentions that may apply to the required insurance.
8. Financial Rating of Insurance Companies:
 - a) A.M. Best Rating: A- (Excellent) or Higher
 - b) A.M. Best Financial Size Category: Class VII or Higher
9. The Philadelphia Parking Authority, The City of Philadelphia, The Commonwealth of Pennsylvania its agents, employees, representatives, officers and directors individually and collectively, shall be added as ADDITIONAL INSURED on the policies as noted above even for claims regarding their Sole Negligence. _____'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.
10. It is agreed that _____ 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.
11. Waiver of Rights of Recovery and Waiver of Rights of Subrogation:
 - a) _____ 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 _____ pursuant to this Contract.
 - b) _____ 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 _____ 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.
12. 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 _____.

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

13. Any type of insurance or any increase in limits of liability not described above which the Authority requires for its own protection or on account of statue shall be its own responsibility and at its own expense.
14. The carrying of insurance shall in no way be interpreted as relieving _____ of any responsibility or liability under the contract.
15. Prior to the commencement of work or use of premises, _____ 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 _____ 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 _____ 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.

16. Failure of _____ to obtain and maintain the required insurance shall constitute a breach of contract and _____ 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 _____ with a written waiver of the specific insurance requirement.
17. None of the requirements contained herein as to the types, limits, or PPA's approval of insurance coverage to be maintained by _____ are intended to and shall not in any manner, limit, qualify, or quantify the liabilities and obligations assumed by _____ under the Contract Documents, any other agreement with the PPA, or otherwise provided by law.
18. _____ shall require all subcontractors (of every tier) to meet the same insurance criteria as required of _____. The subcontractor's insurance must name the PPA as additional insured. _____ shall maintain each subcontract's certificate of insurance on file and provide such information to the PPA for review upon request.
19. Failure of _____ to provide insurance as herein required or failure of PPA to require evidence of insurance or to notify _____ of any breach by _____ 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 _____ 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 _____ and independent of the duty to furnish a copy or certificate of such insurance policies.

20. _____ agrees to indemnify, hold harmless and defend The Philadelphia Parking Authority, The City of Philadelphia, The Commonwealth of Pennsylvania and their agents, employees, representatives, officers and directors (the "Indemnified Parties" individually and collectively) from and against any and all liability for loss, damage or expense for which the Indemnified Parties may be held liable by reason of injury (including death) to any person (including _____ employees/volunteers) or damage to any property of whatsoever kind or nature arising out of or in any manner connected with the activities of _____ whether or not due in whole or in part to any act, omission, or negligence of the Indemnified Parties or any of their agents, employees, representatives, officers, directors, stockholders, Subcontractors, third parties or parent, subsidiary and affiliated companies, whether known or unknown to The Philadelphia Parking Authority or _____. It is expressly understood and agreed that the indemnity contained in this paragraph covers claims by _____ employees / volunteers. It is further expressly agreed _____ assumes the fullest extent of all obligations to indemnify and defend all parties whom The Philadelphia Parking Authority is obligated to indemnify and defend in The Philadelphia Parking Authority's contract with others (whether or not such obligations may extend beyond those addressed in this Agreement.)

Sample Contract

The sample contract will be distributed
to all vendors who attend the
mandatory pre-proposal meeting.