

## **APPENDIX E**

### **PHOTO LICENSE CENTER (PLC) CO-LOCATION PROGRAM REQUIREMENTS**

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Within the framework of the Photo License Center (PLC) Co-location Program, Qualified Businesses will provide facilities for PennDOT PLC Co-Location Services.

Given the potential for fraudulent issuance of license documents, the selected Contractor will be required to meet a set of performance standards contained herein for facility security.

### **1.1 General Requirements**

#### **1.1 Experience:**

1.1.1 Applicants shall not have been previously sanctioned by PennDOT for violations within the last two years. In addition, the applicant shall not have any pending investigations or be on probationary status with the Department.

1.1.2 Applicants must have experience servicing walk-in customers in a retail setting for a continuous period of five years immediately prior to the date that responses to this RFP are due.

#### **1.2 Contract:**

Applicants will be required to enter into a contract with the Department for the PLC Co-Location Program.

#### **1.3 Departmental Performance Requirements:**

Contractors shall remain bound by the provisions of their PLC Co-Location contract, PLC Co-Location Program Requirements and/or additional contractual requirements provided in writing by the Department. When such requirements are provided in writing by the Department, the Contractor is contractually bound to adhere to those standards. The Contractor will provide a written response to the Department: 1) Acknowledging receipt of the revised or additional requirement, and 2) acceptance of the revised or additional requirement. Failure to provide written acknowledgement and acceptance shall constitute grounds for terminating the co-location contract, at the discretion to the Department.

### **1.2 Facility Requirements:**

#### **1.2 Location:**

1.2.1 The Contractor shall provide space for a PLC within its place of business and must meet the approval of the Department.

1.2.2 Each selected site must be able to support at least 100 face-to-face retail transactions a day in addition to the transactions conducted by the PLC.

- 1.2.3 Each PLC Co-Location facility shall have an acceptable appearance to the Department and must comply with all applicable federal, state and local laws. The PLC must be fully accessible to persons with disabilities in accordance with Title II of the Americans with Disabilities Act (ADA) requirements.

1.3 Parking:

- 1.3.1 Each PLC Co-Location facility shall have a minimum of 10 customer reserved, off-street parking spaces for the PLC in addition to the parking spaces needed for the Contractor's Business. Any adjustment made to the parking requirements must first be justified by the applicant and approved by the Department.
- 1.3.2 Each PLC Co-Location facility shall have at least two additional parking spaces designated for customers with disabilities, in accordance with the Americans with Disabilities Act. Contractor employees shall not use these spaces. Any adjustment made to the parking requirements must first be justified by the applicant and approved by the Department.
- 1.3.3 Each PLC Co-Location facility shall have adequate parking as determined by the Department to support the transaction volume.
- 1.3.4 Should local parking ordinances prohibit the proposer from meeting these requirements a copy of those ordinances should be made part of the proposal in answer to these parking requirements. Limited parking could become a factor for the selection committee to consider while reviewing proposals to this RFP.

1.4 Interior:

1.4.1 Layout/Requirements:

The interior of each PLC Co-Location facility shall provide in its design and physical layout the following:

- 1.4.1.1 An area designated for the PLC. The PLC, at minimum, shall be large enough to accommodate all PLC employee workstations, customer service counters, customer waiting area, and secure storage area. Refer to **Appendix F** for a footprint outlining the minimum space requirements for the secure storage area and employee workstations. The footprint includes a suggested layout for a one-camera/workstation PLC. Sites with more than one camera/employee workstation shall be big enough to accommodate all camera/workstations. Applicants shall include a floor plan with their proposals. This floor plan will be clearly marked indicating the Contractor's business area, the PLC area, and a secure storage area for the PLC.

- 1.4.1.1 The Contractor shall provide an ADA-accessible restroom for customer and employee use.
- 1.4.1.2 The Contractor shall provide a break room or refreshment area for PLC employee use. The break room or refreshment area is not needed exclusively for the PLC and may be shared by the Contractor's employees.
- 1.4.1.3 Within the PLC Co-Location facility, the Contractor shall designate a separate area for PLC customer service counters and employee workstations. Customers entering the PLC shall not have access to the employee workstations behind the PLC customer service counter area. Employee workstations shall be behind the PLC customer service counter area and accessible from the public service area only through a gate or a door. The number of workstations required is listed in **Appendix F**.
- 1.4.1.4 The PLC customer service area shall include a counter, located directly in front of the employee workstations, and a picture chair situated in front of a Department-provided backdrop needed for customer photos. Also, the Department may require an additional chair at the PLC service counter area, where the customer may sit to answer questions before moving to the picture chair.
- 1.4.1.5 The Contractor shall provide a designated PLC customer waiting area. The customer waiting area shall be conveniently located to the PLC service counter. If the PLC area is located within the same room as the Contractor's service area, the waiting area may be shared by both the Contractor and the PLC. The customer service area shall be large enough to accommodate customer traffic moving about the PLC Co-Location facility and include ten waiting chairs per camera system, a mirror for customer use, a take-a-number system, and an information/ publications rack.
- 1.4.1.6 The Contractor shall provide adequate floor space in relation to waiting customers and anticipated transaction volumes.
- 1.4.1.7 Applicants must provide a description and photos of their processing area, waiting area and their queue management plan for the PLC Co-Location facility.
- 1.4.1.8 Adjustments may be made in layout requirements, if deemed desirable by the Department.

#### 1.4.2 Storage Requirements:

1.4.2.1 At the PLC Co-Location facility the Contractor shall provide a Department-approved secure storage area for the PLC, which includes a safe for storing sensitive materials needed to produce driver license/ID card products, and space for storing forms and other non-sensitive supplies and equipment. The PLC secure storage area shall, at minimum, be 64 square feet (8ft. x 8ft.), containing a solid core door construction, secured hinges, a solid wall construction, no windows, secured ceiling, and a deadbolt lock requiring key access. Interior construction of the secure storage area must accommodate the following:

1.4.2.1.1 Department-approved safe containing a security device.

1.4.2.1.2 Storage of consumables and form inventory.

1.4.2.2 The Department, in writing, may waive minimum floor space requirements for PLC secure storage area if the Contractor justifies a departure from the minimum requirements and the Department accepts the justification.

1.4.2.3 At the PLC Co-Location Facility the Contract shall provide a Department-approved secure data room for the PLC. The PLC data room shall, at minimum, be sixty (60) square feet.

#### 1.5 Utilities:

1.5.1 The Contractor's facility must have adequate heating and air conditioning and maintain a 68-degree temperature in the winter and a 75-degree temperature in the summer.

1.5.2 Each Contractor facility must have a telephone provided by the Contractor dedicated for their business operations. The telephone must be equipped with an answering machine or voice mail for use after hours containing a prerecorded message stating business and PLC hours of operation and any other pertinent information identified by the Department.

1.5.3 All photo license facilities must have a telephone provided by the Contractor dedicated to the photo license operation within the photo license center.

1.5.4 The Contractor shall publish telephone numbers for photo centers in phone directories and other publications only at the Department's discretion. Department discretion includes reserving the option of maintaining unpublished telephone numbers.

- 1.5.5 Each PLC photo workstation requires a 20 amp circuit and a minimum of five (5) three-prong duplex electrical outlets to meet program needs. These outlets must operate on a dedicated 20 amp circuit, 110 volt, 60 hertz AC and meet National Electric Code Standards.
- 1.5.6 The Contractor will be responsible for utilities including security alarms; however, the Department reserves the right to order, install, and maintain telecommunication lines necessary for the operation of phones, faxes, and photo equipment communications within the PLC. The Department's photo license service contractor and the Department's photo license equipment contractor will be responsible for PLC telecommunication lines and costs.

1.6 Facility Maintenance:

- 1.6.1 The Contractor must provide the following repair/maintenance services at minimum. The Department reserves the right to require additional repair/maintenance services, if needed, to ensure a clean, safe and professional atmosphere is maintained at all times.
  - 1.6.1.1 Office cleaning shall be performed during non-business hours for each business day the facility is open.
  - 1.6.1.2 Site refuse disposal (weekly).
  - 1.6.1.3 Electricity, lighting, heating, air-conditioning, and plumbing as needed.
  - 1.6.1.4 Repair damage due to vandalism, break-in, water, fire, wind, or extreme deterioration.
  - 1.6.1.5 Snow and ice removal and grounds maintenance.
  - 1.6.1.6 Pest control, as needed.
  - 1.6.1.7 Entry floor mats cleaned every other week in fair weather and weekly in winter months.
  - 1.6.1.8 Recharging of fire extinguisher, as required by law.
  - 1.6.1.9 Alarm system maintenance, or replacement, as needed.
  - 1.6.1.10 Restroom maintenance.

- 1.6.2 Repair work must be completed in a reasonable amount of time. The Department will determine what constitutes a “reasonable amount of time.”
- 1.6.3 The Contractor is required to report, by telephone or email to the Department within 30 minutes, when a photo license center cannot serve customers, regardless of the reason the photo center cannot serve the customers.

1.7 Furnishings:

- 1.7.1 The Contractor will ensure that each PLC Co-Location facility is furnished with the following items for the PLC:
  - 1.7.1.1 One picture chair per camera system.
  - 1.7.1.2 Ten matching waiting chairs per camera system.
  - 1.7.1.3 One mirror.
  - 1.7.1.4 Entry floor mats.
  - 1.7.1.5 Sufficient fire extinguishers to meet State and local requirements.
  - 1.7.1.6 Automatic Queue Management System.
  - 1.7.1.7 One information rack, as approved by the Department.
  - 1.7.1.8 One “Opened/Closed” sign or other appropriate signage approved by the Department.
  - 1.7.1.9 One fax machine
  - 1.7.1.10 The safe provided by the Contractor shall be the same or equivalent as the safe currently used in the Department's Photo License Centers. The current safe used in the Department's Photo License Centers is the Gardall safe, model 1818/2. Features of this safe are attached in **Appendix G**. The safe shall be raised an approximate 20" via pedestal, and the safe shall be bolted through the pedestal to the floor. All PLC safes and placement of the safes shall be approved by the Department.
  - 1.7.1.11 One Department-approved workstation per camera system. See **Appendix E** for the number of workstations.
  - 1.7.1.12 One shredder per workstation.
  - 1.7.1.13 One Department-approved customer service counter.
- 1.7.2. The Department’s photo equipment contractor, not the Contractor, shall be responsible for relocation, repair, and replacement of the photo license computer and mechanical equipment used to produce photo license products. The

Contractor will be responsible to provide repairs and replacement, if necessary, of all Department-required PLC furnishings including the take-a-number system.

2.1 Hours of Operation:

- 2.2 The PLC will be open for business in accordance with **Appendix E**. The Department reserves the right to increase or decrease the days and/or hours of PLC operations based on customer demand and Departmental need. The Department reserves the right to decide holiday hours for the Photo License Center.
- 2.3 It is not necessary for the Contractor business area of the PLC Co-Location site to maintain the same hours as the Photo License Center.
- 2.4 PennDOT reserves the right to move Image Capture Workstations temporarily, or permanently, within the same Photo License Center or to another Photo License Center location.

3.1 Service Personnel and Staffing Requirements:

- 3.2 The Department reserves the right to require the removal of all individuals who are employed in any capacity by the Contractor for this Contract.
- 3.3 The Contractor will designate one manager who directs the operations and will be the Department contact person. The Contractor shall provide, as a condition of the contract, competent, continuous supervision and instruction to ensure that each PLC Co-Location facility is properly operated. A designated site supervisor must be available during all hours of PLC operation.
- 3.4 The Contractor shall be required to provide to the Department for approval within four (4) weeks of notice to proceed, a detailed organizational chart clearly describing the chain of command from the site supervisor to the Business Owner/President.
- 3.5 The Department reserves the right to make unannounced center visits to observe and inspect the Contractor's facility operations.

4.1 Distribution of Materials:

- 4.2 Only materials approved by the Department may be displayed, or disseminated within the designated PLC Co-Location facility.
- 4.3 All advertising (television, radio, Internet, billboard, newspaper, magazine, yellow pages, etc.) for PLC services must have prior approval of the PennDOT Photo License Program Manager.

5.1 Signs and Postings:

- 5.2 The following signs may be required by the Department. The Contractor shall

display and install Department-approved signs as directed by the Department.

- 5.2.1 An on-site identification sign and/or façade signage. Sign shall indicate “PennDOT PHOTO LICENSE CENTER.” Signs must be clearly visible and recognizable by the customers.
- 5.2.2 PLC parking and persons with disabilities parking signs;
- 5.2.3 Signs displaying an arrow showing direction to the entrance;
- 5.2.4 Signs displaying days and hours of operation;
- 5.2.5 Signs displaying days and hours of operation for the Photo License Center.
- 5.2.6 Department-provided Holiday closings for the Photo License Center.
- 5.2.7 “Opened” and “Closed.”
- 5.2.8 Emergency contact information (must be displayed at all times).
- 5.2.9 Maintenance of a clear and unobstructed view of all signs and postings will be the responsibility of the Contractor.
- 5.3 The Contractor shall provide the following Department-approved interior signs and postings at the PLC Co-Location facility:
  - 5.3.1 Emergency information and instructional postings;
  - 5.3.2 Exit and Emergency Exit signs;
  - 5.3.3 “Right-to-Know” postings;
  - 5.3.4 No smoking signs;
  - 5.3.5 Program posters or photos as required by the Department.
- 5.4 The Contractor shall not place any additional signs in the PLC unless approved by the Department.
- 5.5 At no time shall handwritten signs be posted.
- 5.6 Sign replacement due to vandalism, mutilation, or extreme deterioration is the responsibility of the Contractor. The Contractor will replace indoor signs and postings periodically if deterioration occurs.

6.1 Equipment/Hardware/Telecommunications:

- 6.2 The Contractor is required to have an e-mail address to facilitate communication.

7.1 Security/Safety:

- 7.2 Applicants shall submit a security plan with their proposal. The security plan must describe the method of security which it intends to employ at each location for safeguarding all equipment and supplies. Specific and comprehensive security plans for the PLC Co-Location facility shall be required. Such plans shall serve to maximize the security potential and minimize the security risk at each site. The Department shall approve all initial security plans and modifications made to security plans. Department approval on routine maintenance is not required.
- 7.3 The PLC Co-Location facility shall have and use an electronic security system that is in good working order.
- 7.4 Theft or loss of photo license stock due to lack of proper security, may result in the immediate termination of the PLC Co-Location's contract.
- 7.5 Upon the Contractor's receipt of a report or information of any kind, which indicates that a PLC/Business Partner employee or any person responsible for the operation, supervision or management of PLC Co-Location operations may be party to the fraudulent use of equipment, materials, or information, the Contractor shall notify the Department in writing within 24 hours. Written notice to the Department shall be by fax, registered mail, e-mail, or receipted delivery to the PennDOT Co-Location Program Manager.

Proper notice shall contain but not be limited to, the following information:

- The names, addresses, social security numbers and dates of birth of all suspected personnel;
- A list of all times at which the suspected personnel has been or will be scheduled to perform his/her job duties;
- The names, addresses, and telephone numbers of the direct supervisor of the suspected personnel;
- A description of the nature of the suspected fraudulent activity;
- A statement of the manner in which the Business Partner gained knowledge of the alleged fraudulent activity;
- The names, addresses, and telephone numbers of all informants and other persons having knowledge of the alleged fraudulent activity;
- Copies of all the reports, logs or other written information, which could document, clarify or in any manner assist in the investigation.

7.5.1 The Department shall, upon receipt of proper written notice, request an official investigation of the reported activity. The PLC Co-Location Program Manager shall be the key point of contact for the effective coordination of the investigation effort.

7.5.2 Upon the Department's receipt of a report or information of any kind which indicates that a PLC Business Partner employee or any person responsible for the operation, supervision or management of the PLC Co- Location operations may be party to the fraudulent use of equipment, materials or information, the Contractor's authorization to operate the PLC Co-Location

facility may be suspended until the completion of an official investigation. If it is determined that such activity occurred, the Department may terminate the contract.

- 7.6 In the event of any incident of a break-in, theft, fire, or vandalism, the Contractor shall immediately notify the Department by telephone or fax, and shall additionally provide to the Department, in writing, within twenty-four hours, a detailed account of the incident.
- 7.7 The Contractor's facility must include a functioning Department-approved alarm system which must notify the responsible law enforcement agency immediately should any unauthorized entry to the PLC Co-Location facility occur. The Contractor must have separate alarms specific to the PLC footprint. In addition to the alarm monitoring company notifying the Contractor of any alarm notifications, the monitoring company must also directly notify PennDOT at email and /or phone numbers provided by PennDOT.

At a minimum, the alarm system must include:

- 7.7.1 A silent alarm in the PLC area for operator notification to the responsible law enforcement agency should any robbery attempt occur during operating hours.
  - 7.7.2 A functioning cellular back-up system that will ensure that alarm notification will occur in the event that telephone line service is interrupted.
  - 7.7.3 A 36-hour battery back-up system that will ensure that alarm notification will occur in the event of an electrical power outage.
  - 7.7.4 A mechanism to protect Central Processing Units (CPUs) and printers.
  - 7.7.5 Assignment of unique security access codes for designated PLC employees
- 7.8 The Contractor is responsible for providing functioning alarm service at its PLC Co-Location 24 hours a day, 7 days a week. In the event there is no functioning security alarm system at a site, the Contractor must provide security guard coverage until the alarm is repaired. In addition, the Contractor shall immediately notify the PennDOT Co-Location Program Manager and provide written confirmation within 5 calendar days of the alarm malfunction and the name of the security firm providing security guard coverage.
    - 7.8.1 Modifications to alarm systems and security may be required by the Department and shall be performed by the Contractor at the Department's request.
    - 7.8.2 The Contractor shall provide alarm activity reports at the request of the Department. Reports shall include ID information, time and date of alarm sets and disarms. Additionally, upon the request of the Department, the Contractor's alarm provider shall provide information regarding alarm calls, responder conversations, and notifications to police.

- 7.9 The Contractor will have at least three responders on the call list. Notifications will be forwarded to the PennDOT Co-Location Program Manager for each alarm activation within seven business days of occurrence. The report will identify the reason or reasons why the alarm was activated, who responded to the call, action taken and any suggestions as to improve security or steps to prevent similar occurrences. Contractor will be accountable for all costs associated with occurrences of false alarms.
- 7.10 The employee's security alarm code shall be deleted within two hours of an employee's termination for either the PLC or Contractor's business. The Contractor shall delete the employee's security alarm code within two hours of notification that an employee is terminated. Notification may come from the Department or the Department's Photo License Service contractor. Additionally, if the terminated employee is a key holder, the Contractor has 48 hours to retrieve the key(s).
- 7.11 The PLC Co-Location facility shall have and use security cameras that are in good working order in the PLC. PennDOT must approve all hardware, software, and locations of devices. All security cameras will need to be viewed through PennDOT's Internal Network. All security cameras must be IP (Internet Protocol) digital cameras. The cost and installation of security cameras and supporting systems in the PLC will be the responsibility of the Contractor. With your proposal, describe the security camera hardware and software proposed.
- 7.12 All packages and deliveries addressed to the PLC shall be made to the PLC directly. Only PLC staff may sign for PLC deliveries, unless approved by the Department.
- 7.13 The Contractor shall be responsible for coordinating same day maintenance on all safes or replacement of safes not repairable. Safe repair or replacement shall be accomplished within 12 hours of malfunction. Immediately upon knowledge that the safe is malfunctioning, the Contractor will contact the PennDOT Co-Location Program Manager.
- 7.14 Other than as provided in this Agreement, the Contractor agrees that it shall not sell, assign, or otherwise transfer any information or portions of information obtained pursuant to the Agreement to any other party. The Contractor shall not use any record information so obtained pursuant to this Agreement for any purpose other than those as specifically authorized by this Agreement; Title 75, Section 6114 of the Vehicle Code, 75 Pa. C.S. § 6114, Limitation on Sale, publication and disclosure of records; Title 67, Pennsylvania Code, Chapter 95, Sale, Publication or Disclosure of Driver, Vehicle and Accident Records and Information; the Federal Driver's Privacy Protection Act, 18 U.S.C. §§2721 et seq.; and the Federal Fair Credit Reporting Act, 15 U.S.C. §§ 1681 et seq.
- 7.15 The Department expressly reserves the right to require the Contractor to implement additional security measures determined to be necessary in the sole discretion of the Department. The Contractor will provide a written response to the Department: 1) Acknowledging receipt of the revised or additional requirement; and 2) acceptance

of the revised or additional requirement. Failure to provide written acknowledgement and acceptance shall constitute grounds for terminating the co-location contract, at the discretion of the Department.

8.1 Bond:

The Contractor shall maintain with the Department a Performance Bond in the amount of \$100,000 for the approved PLC Co-Location facility and \$50,000 for each additional site. If a Contractor is approved to automate more than three sites, it shall maintain with the Department a bond not to exceed \$200,000. The Performance Bond shall be executed by a surety company authorized (by law) to transact business (with) in this Commonwealth. After notification of selection, the Selected Offeror must secure a Performance Bond prior to execution of the contract. The Department will not issue a Notice to Proceed until the appropriate bond is in place.

8.2 The Performance Bond shall be for the use and benefit of the Department and persons who have sustained a monetary loss within the limitations of the Performance Bond attributable to the intentional or negligent conduct of the Contractor or its employees.

8.3 If the Performance Bond is terminated or becomes unsatisfactory for any reason, the authorization to operate the PLC facilities will be suspended or terminated until the Contractor furnishes the Commonwealth with a satisfactory substitute Performance Bond in the amount required by the Department. If the Contractor does not furnish the Commonwealth with a satisfactory substitute bond in the amount required by the Department within 15 days from the time the bond is terminated or becomes unsatisfactory for any reason, the Contractor's contract will be terminated in its entirety.

8.4 The Department reserves the right to accept additional or alternative forms of security, as deemed appropriate by the Department.