

PHOTO LICENSE CENTER (PLC) CO-LOCATION PROGRAM REQUIREMENTS

Bureau of Driver Licensing

1101 South Front Street • Harrisburg, PA 17104



EXHIBIT A

PROGRAM REQUIREMENTS FOR PHOTO LICENSE CENTER CO-LOCATIONS

BACKGROUND

Section 2409.1 of the PA Administrative Code of 1929, Act of April 9, 1929, P.L. 177, added by Section 1 of Act of July 29, 1953, P.L. 1443, as amended, 71 P.S. Section 639.1 provides, in relevant part, that notwithstanding other provisions of the Act, handicapped-made products and services shall be purchased by the Commonwealth.

UniqueSource Products & Services (formerly PA Industries for the Blind and Handicapped, PIBH) has provided services for the photo license program since January 1984. UniqueSource currently provides photo license services to the Commonwealth pursuant to Contract 4400004695.

All photo license operations shall remain PennDOT's responsibility and be provided either by PennDOT or by a contracted photo licensed service provider.

No fees will be charged for photo license services. Providers will be responsible for meeting and fulfilling all of the specified requirements in this Exhibit, Exhibit B Minimum Space Requirement Diagram and Exhibit C– Safe Information.

Given the potential for fraudulent issuance of license documents at a decentralized site, the Photo License Co-Locations selected to be providers will be required to meet a set of stringent performance standards including, but not limited to, requirements for the facility, system, storage and document security.

**STANDARD FOR ELIGIBLE PHOTO LICENSE CENTER (PLC)
CO-LOCATION**

The proposed Photo License Center must meet the following requirements:

1. The proposed Photo License Center may not co-locate within a business which derives a majority of its gross revenues and receipts from the sale of illegal materials or activities, obscene or pornographic material, tobacco, alcohol, firearms, or licensed or unlicensed gaming activities.
2. The proposed Photo License Center may not co-locate within a business which promotes, supports or advocates any position that is discriminatory, profane or derogatory to any group, or any position that promotes a particular political or religious position.
3. The proposed Photo License Center must at all times abide by this policy and provide immediate notice to PennDOT of any instance where it is not in strict compliance.

PROGRAM REQUIREMENTS FOR PHOTO LICENSE CENTER (PLC) CO-LOCATIONS

Applicants must meet the following requirements to qualify to participate in the Photo License Center (PLC) Co-location Program.

1. General Requirements

1.1. Experience:

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

1.2. Contract:

Applicants must enter into a contract with PennDOT for the PLC Co-Location Program.

1.3. PennDOT Performance Requirements:

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

2. Facility Requirements:

2.1. Location:

- 2.1.1. The Provider shall provide space for a PLC within its place of business subject to PennDOT's approval.
- 2.1.2. 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.
- 2.1.3. Each PLC Co-Location facility must have an acceptable appearance to PennDOT and 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.

2.1.4. Site Relocation. To ensure the continuity of services, PennDOT requires no less than 180 days written notice of a planned or unplanned move. Notice of the relocation must include, but will not be limited to, a proposed timeline and affirmation of ability to provide uninterrupted service in an eligible co-location facility that complies with the section entitled Standards for Eligible Exhibit B - Co-Locations Facilities Minimum Space Requirement Diagram, and Exhibit C - Safe Information. Final approval of the location's suitability to continue program services is at the discretion of PennDOT following inspection of the new location. To this end, site relocation will be planned in cooperation with PennDOT.

2.1.4.1. Should the move be as a result due to building damage, fire, flooding, or other emergency the 180 days notices may be waived with PennDOT's approval.

3. Parking:

3.1. Each PLC Co-Location facility must have a minimum of ten customer reserved, off-street parking spaces for the PLC, in addition to the parking spaces needed for the Provider's business. Any adjustment made to the parking requirements must first be justified by the applicant and approved by PennDOT.

3.2. Each PLC Co-Location facility must have at least two additional parking spaces designated for customers with disabilities, in accordance with the Americans with Disabilities Act. Provider employees may not use these spaces. Any adjustment made to the parking requirements must first be justified by the applicant and approved by PennDOT.

3.3. Each PLC Co-Location facility must have adequate parking as determined by PennDOT to support the transaction volume.

3.4. If local parking ordinances prohibit the Applicant from meeting these requirements, Applicant shall include a copy of those ordinances as part of the proposal in answer to these parking requirements. Limited parking may be a factor for reviewers to consider while reviewing Applicant's submission.

4. Interior:

4.1. Layout/Requirements:

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

4.1.1. An area designated for the PLC. The PLC, at minimum, must be large enough to accommodate all PLC employee workstations, customer service counters, customer waiting area, and secure storage area. Refer to Exhibit B 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 per workstation PLC. Sites with more than one camera per employee workstation must be big enough to accommodate all camera and workstations. Applicants must include a floor plan with their proposals. This floor plan must be clearly marked indicating the Provider's business area, the PLC area, and a secure storage area for the PLC. The Provider shall provide an ADA-accessible restroom for customer and employee use.

- 4.1.2. The Provider 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 Provider's employees.
- 4.1.3. Within the PLC Co-Location facility, the Provider shall designate a separate area for PLC customer service counters and employee workstations. Customers entering the PLC must not have access to the employee workstations behind the PLC customer service counter area. Employee workstations must 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 B.
- 4.1.4. The PLC customer service area must include a counter, located directly in front of the employee workstations, and a picture chair situated in front of a PennDOT - provided backdrop needed for customer photos. Also, PennDOT 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.
- 4.1.5. The Provider shall provide a designated PLC customer waiting area. The customer waiting area must be conveniently located to the PLC service counter. If the PLC area is located within the same room as the Provider's service area, the waiting area may be shared by both the Provider and the PLC. The customer service area must 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 and publications rack.
- 4.1.6. The Provider shall provide adequate floor space in relation to waiting customers and anticipated transaction volumes.
- 4.1.7. Applicants shall provide a description and photos of their processing area, waiting area, and their queue management plan for the PLC Co- Location facility.
- 4.1.8. Adjustments may be made in layout requirements at PennDOT's discretion.

4.2. Storage Requirements:

- 4.2.1. At the PLC Co-Location facility, the Provider shall provide a PennDOT - approved secure storage area for the PLC, which includes a safe for storing

sensitive materials needed to produce driver license and ID card products, and space for storing forms and other non-sensitive supplies and equipment. The PLC secure storage area must, 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:

- 4.2.1.1. PennDOT -approved safe containing a security device; and
- 4.2.1.2. Storage of consumables and form inventory.
- 4.2.2. PennDOT, in its sole discretion, may waive minimum floor space requirements for PLC secure storage area if the Provider justifies a departure from the minimum requirements.
- 4.2.3. At the PLC Co-Location Facility, the contract must provide a PennDOT - approved secure data room for the PLC. The PLC data room must, at minimum, be 60 square feet.

5. Utilities:

- 5.1. The Provider'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.
- 5.2. Provider shall provide at each Provider facility a telephone dedicated for their business operations and 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 PennDOT.
- 5.3. All photo license facilities must have a telephone provided by the Provider dedicated to the photo license operation within the photo license center.
- 5.4. The Provider may publish telephone numbers for photo centers in phonedirectories and other publications only at PennDOT's discretion. PennDOT's discretion includes the option of maintaining unpublished telephone numbers.
- 5.5. Each PLC photo workstation requires a 20-amp circuit and a minimum of five 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.
- 5.6. The Provider is responsible for utilities including security alarms; however, PennDOT may order, install, and maintain telecommunication lines necessary for the operation of phones, faxes, and photo equipment communications within the PLC. PennDOT's photo license service Provider and PennDOT's photo license equipment Provider are responsible for PLC telecommunication lines and costs.

6. Facility Maintenance:

6.1. The Provider shall provide, at a minimum, the following repair/maintenance services, and PennDOT may require additional repair or maintenance services to ensure a clean, safe, and professional atmosphere is maintained at all times:

6.1.1. Office cleaning must be performed during non-business hours for each business day the facility is open;

6.1.2. Site refuse disposal (weekly);

6.1.3. Electricity, lighting, heating, air-conditioning, and plumbing as needed;

6.1.4. Repair damage due to vandalism, break-in, water, fire, wind, or extreme deterioration;

6.1.5. Snow and ice removal and grounds maintenance;

6.1.6. Pest control, as needed;

6.1.7. Entry floor mats cleaned every other week in fair weather and weekly in winter months;

6.1.8. Recharging of fire extinguisher, as required by law;

6.1.9. Alarm system maintenance, or replacement, as needed; and

6.1.10. Restroom maintenance.

6.2. Repair work must be completed in a reasonable amount of time. PennDOT shall determine what constitutes a “reasonable amount of time.”

6.3. The Provider shall notify PennDOT, by telephone or email to within 30 minutes, when a photo license center cannot serve customers, for any reason.

7. Furnishings:

7.1. The Provider shall ensure that each PLC Co-Location facility is furnished with the following items for the PLC:

7.1.1. One picture chair per camera system;

7.1.2. Ten matching waiting chairs per camera system;

7.1.3. One mirror;

- 7.1.4. Entry floor mats;
 - 7.1.5. Sufficient fire extinguishers to meet State and local requirements;
 - 7.1.6. Automatic Queue Management System;
 - 7.1.7. One information rack, as approved by PennDOT;
 - 7.1.8. One “Opened/Closed” sign or other appropriate signage approved by PennDOT;
 - 7.1.9. One fax machine;
 - 7.1.10. The safe provided by the Provider must be the same or equivalent as the safe currently used in the PennDOT 's Photo License Centers. The current safe used in PennDOT 's Photo License Centers is the Gardall safe, model 1818/2. Features of this safe are attached in Exhibit C. The safe must be raised an approximate 20" via pedestal, and the safe must be bolted through the pedestal to the floor. All PLC safes and placement of the safes must be approved by PennDOT;
 - 7.1.11. One PennDOT -approved workstation per camera system. See Exhibit B for the number of workstations;
 - 7.1.12. One shredder per workstation; and
 - 7.1.13. One PennDOT -approved customer service counter.
- 7.2. PennDOT’s photo equipment Provider, not the Provider, will be responsible for relocation, repair, and replacement of the photo license computer and mechanical equipment used to produce photo license products. The Provider shall provide repairs and replacement, if necessary, of all PennDOT -required PLC furnishings including the take-a-number system.
8. Hours of Operation:
- 8.1. The PLC must be open for business in accordance with this Exhibit. PennDOT may increase or decrease the days or hours of PLC operations based on customer demand and PennDOT need. PennDOT may decide holiday hours for the Photo LicenseCenter.
 - 8.2. It is not necessary for the Provider business area of the PLC Co-Location site to maintain the same hours as the Photo License Center.
 - 8.3. PennDOT may move Image Capture Workstations temporarily, or permanently, within the same Photo License Center or to another Photo License Center location.
9. Service Personnel and Staffing Requirements:

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- 9.1. PennDOT may require the removal of all individuals who are employed in any capacity by the Provider for this agreement.
- 9.2. The Provider shall designate one manager who directs the operations and will be PennDOT contact person. The Provider 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.
- 9.3. The Provider shall provide to PennDOT for approval within four weeks of notice to proceed, a detailed organizational chart clearly describing the chain of command from the site supervisor to the Business Owner or President.
- 9.4. PennDOT may make unannounced center visits to observe and inspect the Provider's facility operations.

10. Distribution of Materials:

- 10.1. Only materials approved by PennDOT may be displayed, or disseminated within the designated PLC Co-Location facility.
- 10.2. 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.

11. Signs and Postings:

- 11.1. PennDOT may require the Provider to display and install the following signs:
 - 11.1.1. An on-site identification sign and façade signage. The sign must indicate "PennDOT PHOTO LICENSE CENTER." Signs must be clearly visible and recognizable by the customers;
 - 11.1.2. PLC parking and persons with disabilities parking signs;
 - 11.1.3. Signs displaying an arrow showing direction to the entrance;
 - 11.1.4. Signs displaying days and hours of operation;
 - 11.1.5. Signs displaying days and hours of operation for the Photo License Center.
 - 11.1.6. PennDOT -provided Holiday closings for the Photo License Center.
 - 11.1.7. "Opened" and "Closed"; and
 - 11.1.8. Emergency contact information (must be displayed at all times;

- 11.2. Provider shall maintain a clear and unobstructed view of all signs and postings.
- 11.3. The Provider shall provide the following PennDOT -approved interior signs and postings at the PLC Co-Location facility:
 - 11.3.1. Emergency information and instructional postings;
 - 11.3.2. Exit and Emergency Exit signs;
 - 11.3.3. “Right-to-Know” postings;
 - 11.3.4. No smoking signs; and
 - 11.3.5. Program posters or photos as required by PennDOT.
- 11.4. The Provider may not place any additional signs in the PLC unless approved by PennDOT.
- 11.5. The Provider may not post any handwritten signs.
- 11.6. Provider shall replace signs damaged or destroyed due to vandalism, mutilation, or extreme deterioration. The Provider shall replace indoor signs and postings if deterioration occurs.

12. Equipment/Hardware/Telecommunications:

- 12.1. The Provider shall maintain an e-mail address to facilitate communication.

13. Security and Safety:

- 13.1. 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 are required. Such plans must serve to maximize the security potential and minimize the security risk at each site. PennDOT shall approve all initial security plans and modifications made to security plans. PennDOT approval on routine maintenance is not required.
- 13.2. The Provider shall have and use an electronic security system that is in good working order at the PLC Co-Location facility.
- 13.3. 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.
- 13.4. Upon the Provider’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 Provider shall notify PennDOT in writing within 24 hours by registered mail, e-mail, or receipted delivery to the PennDOT Co-Location Program Manager.

Proper notice must 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 or 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; and
- Copies of all the reports, logs or other written information, which could document, clarify or in any manner assist in the investigation.

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

13.4.2. Upon PennDOT '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 Provider'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, PennDOT may terminate the contract.

13.5. In the event of any incident of a break-in, theft, fire, or vandalism, the Provider shall immediately notify PennDOT by telephone, and shall provide PennDOT with a detailed written account of the incident within 24 hours.

13.6. The Provider's facility must include a functioning PennDOT -approved alarm system which must notify the responsible law enforcement agency immediately should any unauthorized entry to the PLC Co-Location facility occur. The Provider shall have separate alarms specific to the PLC footprint. In addition to the alarm monitoring company notifying the Provider of any alarm notifications, the monitoring company must also directly notify PennDOT at email or phone numbers provided by PennDOT.

At a minimum, the alarm system must include:

- 13.6.1. A silent alarm in the PLC area for operator notification to the responsible law enforcement agency should any robbery attempt occur during operating hours;
 - 13.6.2. A functioning cellular back-up system that will ensure that alarm notification will occur in the event that telephone line service is interrupted;
 - 13.6.3. A 36-hour battery back-up system that will ensure that alarm notification will occur in the event of an electrical power outage;
 - 13.6.4. A mechanism to protect Central Processing Units (CPUs) and printers; and
 - 13.6.5. Assignment of unique security access codes for designated PLC employees.
- 13.7. The Provider shall provide a functioning alarm service at its PLC Co- Location 24 hours a day, seven days a week. In the event there is no functioning security alarm system at a site, the Provider shall provide security guard coverage until the alarm is repaired. In addition, the Provider shall immediately notify the PennDOT Co- Location Program Manager and provide written confirmation within five calendar days of the alarm malfunction and the name of the security firm providing security guard coverage.
- 13.7.1. Provider shall perform modifications to alarm systems and security as PennDOT may request.
 - 13.7.2. The Provider shall provide alarm activity reports at the request of PennDOT. Reports must include ID information, time and date of alarm sets and disarms. Additionally, at PennDOT's request, the Provider shall cause its alarm provider to provide information regarding alarm calls, responder conversations, and notifications to police.
- 13.8. The Provider shall maintain 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 must 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. Provider is accountable for all costs associated with occurrences of false alarms.
- 13.9. The employee's security alarm code must be deleted within two hours of an employee's termination for either the PLC or Provider's business. The Provider shall delete the employee's security alarm code within two hours of notification that an employee is terminated. Notification may come from PennDOT or the PennDOT's Photo License Service Provider. Additionally, if the terminated employee is a key holder, the Provider shall retrieve the key within 48 hours.
- 13.10. The PLC Co-Location facility will have and use security cameras in good working order in the PLC. PennDOT shall approve all hardware, software, and locations of devices. All security cameras must be viewed through PennDOT's Internal Network.

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All security cameras must be IP (Internet Protocol) digital cameras. The cost and installation of security cameras and supporting systems in the PLC are the responsibility of the Provider. Applicants shall describe the security camera hardware and software proposed.

- 13.11. All packages and deliveries addressed to the PLC must be made to the PLC directly. Only PLC staff may sign for PLC deliveries, unless approved by PennDOT.
- 13.12. The Provider shall coordinate same day maintenance on all safes or replacement of safes not repairable. Safe repair or replacement must be accomplished within 12 hours of malfunction. Immediately upon knowledge that the safe is malfunctioning, the Provider shall contact the PennDOT Co-Location Program Manager.
- 13.13. Other than as provided in this agreement, the Provider may not sell, assign, or otherwise transfer any information or portions of information obtained pursuant to the agreement to any other party. The Provider shall not use any record information so obtained pursuant to this agreement for any purpose other than those 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.
- 13.14. PennDOT may require the Provider to implement additional security measures determined to be necessary in the sole discretion of PennDOT. The Provider shall provide a written response to PennDOT: 1) Acknowledging receipt of the revised or additional requirement; and 2) acceptance of the revised or additional requirement. Provider's failure to provide written acknowledgement and acceptance will constitute grounds for terminating the co-location contract, at PennDOT's discretion.

14. Bond:

The Provider shall maintain with PennDOT 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 Provider is approved to automate more than three sites, it shall maintain with PennDOT a bond not to exceed \$200,000. The performance bond must be executed by a surety company authorized by law to transact business with the Commonwealth. After notification of selection, the Applicant must secure a performance bond prior to execution of the contract. PennDOT will not issue a Notice to Proceed until the appropriate bond is in place.

- 14.1. The performance bond must be for PennDOT's use and benefit and persons who have sustained a monetary loss within the limitations of the Performance Bond attributable to the intentional or negligent conduct of the Provider or its employees.
- 14.2. If the performance bond is terminated or becomes unsatisfactory for any reason, the

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

- 14.3. PennDOT may accept additional or alternative forms of security, as deemed appropriate by PennDOT.