



REQUEST FOR PROPOSALS
AUTOMATED SCHOOL SPEED ZONE ENFORCEMENT PROGRAM
CITY OF FIFE
AUGUST 19, 2019

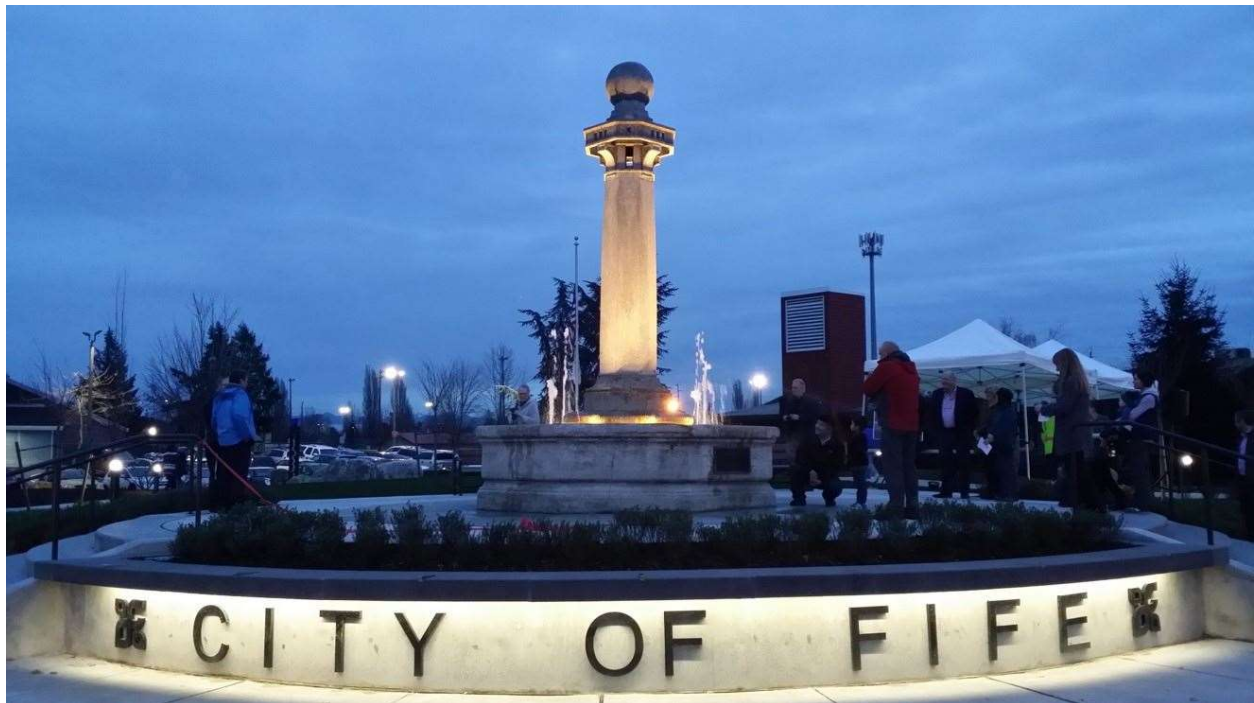


TABLE OF CONTENTS

REQUEST FOR PROPOSALS

SECTION A – GENERAL INFORMATION

I. PROJECT OVERVIEW

II. RFP SCHEDULE

III. INSTRUCTIONS TO CONTRACTORS

IV. SELECTION CRITERIA

SECTION B – PROJECT INFORMATION AND REQUIREMENTS

I. MINIMUM REQUIREMENTS

II. INQUIRIES TO RFP

III. RFP REVISIONS

IV. CONTRACT TERM

V. RESPONSIVENESS

VI. ACCEPTANCE OF PROPOSAL CONTENTS

VII. CONTRACT OBLIGATION

VIII. COMMITMENT OF KEY PERSONNEL

IX. CONTENT TO BE SUBMITTED

X. PROJECT SCOPE

XI. INTERVIEWS

XII. AWARD

SECTION A – GENERAL INFORMATION

I. Project Overview

The City of Fife is issuing a Request for Proposals (“RFP”) to qualified companies who can provide an automated school speed zone enforcement system (“ASZES”) for designated school zones. This includes the installation, implementation, training, and continuing performance of the hardware, software, and supporting services needed for this system to function properly. The proposals shall be for a complete “turnkey” operation.

The ASZES shall be “cost neutral” to the City of Fife. This shall apply to the equipment and technology necessary to run the program, but not to any City of Fife employees. The definition of “cost neutral” is expenditures shall not exceed the revenues.

The City currently has automated school speed zone enforcement on 20th Street East between 54th Avenue East and 61st Avenue East, and on Valley Avenue East between 58th Avenue East and 62nd Avenue East. There is a possibility of adding a third ASZES on 54th Avenue East at Columbia Junior High School.

II. RFP SCHEDULE

The anticipated schedule of events concerning this RFP is as follows:

REQUEST FOR PROPOSAL TIMELINE	
Request for Proposal Issue Date	August 19, 2019
Pre-Proposal Questions	September 3, 2019 at 10 a.m.
Response to Questions	September 10, 2019
Proposal Due Date	September 30, 2019 at 10 a.m.
Interviews/presentations, if conducted	October 2019
Contract Awarded by City Council approval	November 2019

This is a tentative schedule only and may be altered at the sole discretion of the City.

III. INSTRUCTIONS TO CONTRACTORS

1. Completed proposals shall be delivered no later than September 30, 2019 at 10 a.m. to the front reception desk of:
Fife City Hall
Attn: City Clerk
5411 – 23rd Street East
Fife, WA 98424

Proposals can be delivered by mail, carrier, or in person, but they **must** arrive by 10 a.m. Proposals received after said time will not be considered a responsive bid.

2. **Four (4)** copies of the RFP must be placed in a sealed envelope, clearly labeled "Proposal for School Zone Automated Speed Enforcement".
3. All responses submitted for this RFP become the property of the City of Fife, and are subject to public disclosure under the Public Records Act, RCW 42.56.
4. Any information contained in the Proposal that the Respondent considers proprietary, a trade secret, or otherwise confidential must be clearly designated. Marking the entire Proposal or entire sections of the Proposal as proprietary or confidential will not be acknowledged. Marking pricing as proprietary or confidential will not be acknowledged.
5. If a Respondent has validly marked any part of the Proposal as proprietary or confidential, the City agrees to give the Respondent third party notice consistent with RCW 42.56, should the City receive a public records request for that information. The third party notice will contain the information that is being requested and the date that the records will be released to the requestor, unless the Respondent provides the City with a court order enjoining disclosure. It is the sole responsibility of the Respondent to obtain such a court order, if the Respondent chooses. If the Respondent does not obtain and deliver to the City such a court order, the City will release the requested information on the date specified.
6. The City's sole responsibility shall be limited to notifying the Respondent of any request(s) for disclosure so long as the City retains the Proposal in the City's records. Failure by the Respondent to label parts as confidential or proprietary, or failure to deliver a court order enjoining disclosure by the specified date shall be deemed a waiver by the Respondent of any claim that such materials are exempt from disclosure, and any damages alleged from the City's release of such materials.
7. Copies of this RFP are available at <https://www.cityoffife.org/Bids.aspx>.

IV. EVALUATION CRITERIA

1. Evaluation of the proposals will be made by an Evaluation Committee, approved by the City Manager. The Committee will review and evaluate proposals. After evaluation, the Committee may conduct interviews and/or request demonstrations of the most qualified respondents before final selection. Proposals will be evaluated based on the following criteria:

Technical Proposal Requirements	40
Company's capabilities, experience, and company history	25
Price	35

SECTION B – PROJECT INFORMATION AND REQUIREMENTS

I. MINIMUM REQUIREMENTS

General Scope of Services for the Automated School Speed Zone Enforcement Program shall include, but not be limited to the following:

- Installation, implementation, and maintenance of all equipment necessary for the operation of an Automated School Speed Zone Enforcement Program and infraction processing system
- A scanning LIDAR camera system, or equivalent system
- Multiple digital still photographs to include front and rear scene images, front and rear plate images.
- Training for Police Department, Municipal Court personnel, City Prosecutor, and others involved in the use of the system
- Computers with software for processing all traffic infractions and preparing evidence packages for Court or equivalent
- Providing expert witness testimony as needed in Court, confirming the functionality and accuracy of the system

The City may reasonably expand the program to an additional corridor during the terms of the contract.

II. INQUIRIES TO RFP

No pre-proposal conference is being held; however, questions and requests for clarification of the RFP may be submitted in writing by Tuesday **September 3, 2019 at 10 a.m.** to the City at **schoolzoneRFP@cityoffife.org**. No further questions will be accepted after this date and time. Oral questions will not be answered. The City will not be responsible for unsuccessful submittal of questions. Written answers to all questions submitted will be posted on the City of Fife website <https://www.cityoffife.org/Bids.aspx> on or about **September 10, 2019**. The City may, at its discretion, group similar questions to provide a single answer, or not to respond at all when the requested information is confidential. The answers are not considered an addendum to the RFP.

III. RFP REVISIONS

In the event it becomes necessary to revise any part of this RFP, addenda will be issued, and posted on the City of Fife website at <https://www.cityoffife.org/Bids.aspx>.

IV. CONTRACT TERM

The contract will be for a five year period, with two two-year renewal options.

V. RESPONSIVENESS

All submittals will be reviewed by the City to determine compliance with the requirements and instructions specified in this RFP. Respondents are specifically notified that failure to comply with any part of this RFP may result in rejection of the submittal as non-responsive. The City reserves the right, at its sole discretion, to waive irregularities deemed to be immaterial.

The final selection, if any, will be that proposal which, after review of submissions and potential interviews, in the sole judgment of the City, best meets the requirements set forth in this RFP.

The City is not liable for any costs incurred by Respondents for the preparation of materials or a proposal submitted in response to this RFP, for conducting any presentations to the City, or any other activities related to responding to this RFP.

VI. ACCEPTANCE OF PROPOSAL CONTENTS

The Proposal contents of the successful Respondent will become contractual obligations if a contract ensues.

VII. CONTRACT OBLIGATION

The successful Respondent will be required to enter into a contract with the City that will include the following:

- A fixed monthly fee that the City will pay to the Respondent per school zone per month
- A detailed scope of services
- Provisions for cost neutrality
- Insurance requirements
- Indemnity provision

In addition, the City will expect the successful Respondent (i.e. Contractor) to:

- Phase in a full operational Program within 90 days of the commencement date of the contract. The City will have the right, at its sole discretion, to add, delete, or revise services to meet its changing needs.
- Agree to warranty and maintain all equipment at Respondent's expense throughout the duration of the contract. This warranty shall also include vandalism, traffic accidents, weather damage, and any unforeseeable event that should cause a failure of operations.
- Have their employees comply with all City standards for personal conduct during those times when they are on-site at a City facility. In addition, the successful

Respondent shall comply with any laws or regulations regarding the execution of the contract.

After the contract is awarded, any changes in contractual provisions or services to be furnished under the contract may be made only in writing and must be approved by the City and the Contractor. Should a decision be made to amend the scope of the contract, the City and the Contractor will mutually agree, in writing, to an adjusted contract price.

VIII. COMMITMENT OF KEY PERSONNEL

The successful Contractor shall assign qualified and certified personnel to perform the requested services. The Contractor will be required to notify the City in writing of all changes in management and project supervisory personnel related to the on-going execution of the services. For each person assigned to the ASZES, the Contractor shall provide the following:

- Description of the work they will perform
- Amount of time they will be assigned to work on the ASZES
- Relevant work experience in years and level of responsibility, including experience testifying in court

The personnel listed must be committed to this project for the expected term of the contract.

IX. CONTENT TO BE SUBMITTED

Respondents are to provide complete and detailed responses to all items below. Submittals that are incomplete or conditioned in any way, such as containing alternatives or items not called for in this RFP, or not in conformity with the law, may be rejected as being non-responsive. The City will not accept any proposal containing a substantial deviation from the requirements outlined in this RFP.

Organization of the submittal shall follow the sequence below so that essential information can be located easily during evaluation. The information and representations required under this section shall be accompanied by a cover letter signed by an authorized representative of the Respondent at the time of the submission of the proposal.

- A. Describe your company's qualifications to provide the service.
- B. Provide your company's Statement of Experience. The Respondent shall demonstrate trustworthiness and competency and that it possesses the quality, fitness, and capacity to perform the proposed Scope of Services in a manner that is satisfactory to the City. In order to support such representations, the Respondent shall list the name, title, address, telephone number, and email address for school zone speed enforcement programs developed and administered in the last five (5) years. If the Respondent has not previously developed or administered a school zone speed enforcement program, then list reference information for any red light enforcement programs the Respondent

has developed and administered. The City may contact any or all of those listed. This list should contain a short summary of the program provided to the referenced entity.

- C. The Respondent shall state whether the operation of the proposed ASZES has been legally challenged in any local, state, or federal court. The Respondent shall provide the caption, cause number, court, counsel, and general summary of any litigation pending or judgment rendered against the Respondent within the past five (5) years.
- D. The Respondent shall list **all** public contracts and all projects similar to the proposed project, performed by the Respondent, either under its present name or any other name or organization, whether as a general contractor or subcontractor, for the past three (3) years.
- E. Provide copies of actual infractions issued from the Respondent's installations in the United States.
- F. Provide a system description, including capabilities, operation and equipment components, technical specifications, technical support, and warranties.
- G. Provide your company financial statement.
- H. Provide a scope of services, work plan, and program schedule. This section should describe all services to be delivered and the approach/methodology for delivery. The provided services should be consistent with the Scope of Services listed in this RFP, and should include a work plan of tasks. The section should also specify the following elements:
 - Name of Program Manager
 - Organization chart showing the key personnel/support staff assigned to the program
 - Description of proposed responsibilities for each person on the organization chart (Include a brief bio or resume outlining their experience)
 - Program schedule, including major programs task and milestones, along with the timeframe for completion once awarded the contract.
- I. Provide pricing for:
 - The total cost to Respondent to implement the School Zone Automated Speed Enforcement Program, including all labor, equipment, materials, installation, documentation, training, service maintenance, and infraction processing. These costs should reflect a minimum of two (2) school zone corridors, one for Fife High School on 20th Street E. and one for Columbia Junior High School on Valley Avenue E., with the potential of adding a

second corridor for Columbia Junior High School on 54th Avenue E. during the contract's term.

- Fixed Fee Pricing on a per month per zone basis.
 - School zone cameras will only function during specified times when school is in session. There shall be a deduction from the base monthly fee when schools are not in session for more than seven (7) consecutive calendar days. Respondents shall state the amount of their proposed deduction in their proposals.
- J. Provide a sample invoice to demonstrate billing capabilities.
- K. Provide a statement regarding your capability to accept multiple forms of payment (credit card, PayPal, telephone, kiosks) and transfer ability onto the court system.
- L. Provide information on how the Respondent plans to get registration information on out-of-state license plates and how it will be transmitted from the ASZES to the Fife Court.
- M. Provide information regarding proposed interface for providing violation data to the Fife Municipal Court and City personnel via the Contractor's system, including how Contractor's system will be accessible by City personnel through a secure and encrypted connection.
- N. Provide information pertaining to the Respondent's customer service system and the Respondent's ability to design back office software to meet specific municipal court system data logging requirements, including configuration for business/commercial vehicles, as well as rental vehicles.
- Q. Provide copies of all business licenses/business registrations.

X. PROJECT SCOPE

The successful Contractor agrees to provide all necessary labor, and equipment for school zone automatic speed enforcement services within the City of Fife.

A. Camera System

The Contractor shall provide a turnkey automated school speed zone enforcement camera system capable of capturing digital video images of school zone speed violators in school zone corridors in Fife, pursuant to Washington State Law RCW 46.63.170. The system must be capable of simultaneously monitoring up to three (3) lanes of traffic (one (1) headed in each direction plus turn lane) per corridor. A desirable system would incorporate, but not be limited to, the following features: as scanning LIDAR camera system, HD video camera, or equivalent system, multiple digital still photographs to include front and rear scene images,

and front and rear plate images. The Contractor should detail other information that will be provided by the System.

In addition proposals must provide the following information:

1. A digital system, including but not limited to a digital camera, housings, poles (if necessary), detection system and equipment, and the necessary hardware and software to produce a violation infraction from the video image.
2. The camera housing shall be vandal-proof and shall be securely mounted atop a Contractor supplied pole, or a City-owned pole with permission from the City. The City shall not unreasonably withhold its permission. The Contractor must demonstrate that additional equipment proposed for installation atop existing City-owned poles will meet various safety design parameters.
3. The camera shall provide sharp, high definition, well-defined, and well-illuminated images, resulting in the maximum number of recordable violations. The camera system shall be capable of auto aperture over the widest possible lighting conditions from dimmest to brightest, where dimmest shall be lighting in the dark without streetlights or moonlight of a black vehicle on a black macadam road surface, and brightest shall be full sunlight reflecting off a white vehicle surrounded by snow to increase the contrast.
4. The camera shall be capable of recording each violation during all periods of light and dark, during varying weather conditions. The camera shall provide a display of the current day, date, and time, so that it can be easily verified as functioning and correct from a remote terminal. Remote state checks shall be done by the Contractor at least two (2) times daily.
5. The camera shall include the ability to collect data on the image to include violation number, date, time, direction in which violation occurred, and vehicle speed.
6. The system shall be capable of recording all school zone violations with City-specified minimum speed.
7. The camera system shall be capable of counting the number of violations and total through-traffic volumes.
8. The hardware and software must provide the City with the opportunity to view color digital HD images of all violations.
9. The hardware and software must facilitate a quality control review of the images to verify accurate license plate data and must be capable of attaching vehicle owner information to the violation record.
10. The hardware and software must include the ability to view the digital images on a computer monitor for violation determination and verification.
11. The system shall use a non-invasive type of detection. No road surface cutting or disruption to existing detector loops is allowed.

B. Installation.

1. No fewer than two (2) but up to three (3) systems will be installed. The Contractor will provide an assessment of the preexisting locations (Fife High School on 20th

Street E. and Columbia Junior High School on Valley Avenue E.), and identify potential traffic safety enhancements, as well as program solvency.

2. The City may choose to install an additional system for Columbia Junior High School on 54th Avenue E. Installation of any additional systems will be subject to mutual agreement between the City and the Contractor.
3. The Contractor will be responsible for obtaining all required permits, agreements, licenses, and insurance required for installation, provided, however, that the City will use its best efforts to assist the Contractor in obtaining all such required permits and licenses.
4. The Contractor may employ subcontractors to perform certain portions of its responsibilities; however the Contractor shall not subcontract any portion of its installation responsibilities without first obtaining express written permission from the City. If the City consents to such subcontract(s), the Contractor shall be fully responsible to the City for all acts and omissions of the subcontractor(s).
5. The Contractor shall prepare detailed plans for the installation of the ASZES. These plans shall become the property of the City.
6. Contractor will use reasonable commercial efforts to install and activate the specified designated school zone approach within ninety (90) days subsequent to contract award.

C. Testing, Repair, and Maintenance

1. All repair and maintenance of the Program and related equipment will be the sole responsibility of Contractor, including but not limited to maintaining the casings of the cameras included in the Contractor System and all other Equipment in reasonably clean and graffiti-free condition.
2. Contractor will initially respond to any camera or system malfunction within twenty-four (24) hours of detection, and make all reasonable efforts to have the system fully operational within seventy-two (72) hours. In the event that a Contractor System is not fully operational within seventy-two (72) hours of reporting the incident, Contractor shall credit the monthly invoice in the amount of the prorated Fixed Monthly Fee for the downed approach for each day the approach is down, including the initial twenty-four (24) hours.
3. The System must automatically notify appropriate personnel of any system failure, malfunction, or other problem that would cause the System to be inoperable. The System shall be designed so that ninety percent (90%) of all system malfunctions can be repaired within four (4) hours.

D. System Operation

1. The Contractor must have in-house capability for performing all infraction-processing services without third-party assistance or reliance on outsourced processing centers by third-parties. Preference will be given to contractors that produce and support all software without the use of third-party suppliers offered as

part of the automated enforcement system and possess the ability to modify the software code as necessary.

2. The Contractor must own (or have documented licensing rights) to all intellectual property.
3. Back office infraction processing software must be point-to-point, through secure, dedicated communication using City of Fife approved internet protocol. No public web access.
4. Contractor shall maintain, at Contractor's sole cost and expense, a subscription to VOIDS/IVIPS service from Washington Department of Licensing, or equivalent service, that provides access to mailing and residence addresses (VOIDS) and purchaser information when there is a vehicle report of sale on file with the Department of Licensing.
5. The Contractor shall provide training (i) for all applicable City personnel (ii) for up to sixteen (16) hours in the aggregate, (iii) regarding the operation of the Contractor's system and software, which training shall include training with respect to the system and its operations, strategies for presenting violations data in court and judicial proceedings and a review of the Enforcement Documentation; (iv) additional training will be provided to the City upon request, at no additional cost to the City, and (v) annually, Contractor will work with the City and assist with arrangement of the City's representative(s) to visit Contractor Contractor's headquarters for operation audit purposes.
6. The Contractor shall promptly provide the City with notice of all modifications to the System.
7. The Contractor will provide the City with monthly reports on ASZES performance, the content and precise timing of which will be mutually agreed upon by the City and the Contractor. All mutually agreed upon reports shall be constantly and automatically updated and made available for the City to review at the City's discretion. The Contractor will also prepare and submit financial, program progress, monitoring, evaluation, and other such reports as may be required by the City or state law. The Contractor shall maintain and permit on-site inspections of property, personnel, financial, and other records and reports as may be required by the City to assure proper accounting for all compensation paid by the City to the Contractor.
8. Contractor shall permit authorized City personnel to generate reports using the Contractor's system;
9. The Contractor shall maintain all books, records, documents, data, and other materials relating to the Contract. All documents, records, correspondence, email, notes, audio and/or video recordings, reports, and any other materials relating to this Contract may be public records, and must be submitted to the City upon request. All materials relating to this Contract shall be retained until advised by the City that retention is no longer required.
10. At the City's request, the Contractor will provide the City with advice and counsel regarding operation of the ASZES, site selection, implementation and administration

of a public awareness campaign, and other subjects of mutual interest to the Contractor and the City.

11. In the event of contested infractions, and as may be required to reasonably protect the interests of the City and the Contractor, the Contractor will provide expert witness testimony regarding the accuracy and technical operation of the ASZES. The Contractor will supply all courts of competent jurisdiction with a statement of technology.
12. The Contractor shall provide a data and information storage solution that is in compliance with the Washington State Law Enforcement Retention Schedule, in conjunction with the Local Government Common Records Retention Schedule (CORE).
13. The Contractor's system shall process violations gathered from the designated school zone approaches into a format capable of review by City personnel via the Contractor's system;
14. The Contractor's system will be accessible by City personnel through a secure and encrypted connection by use of a confidential user account on a computer equipped with a high-speed Internet connection and an approved web browser;
15. Contractor shall provide the City personnel with access to the Contractor's system for the purposes of reviewing the pre-processed violation data within seven (7) days of the violation from the applicable designated school zone approach. Contractor acknowledges that it is aware that the state law (RCW 46.63.170(1)(e)) requires that the infraction be mailed to the violator within fourteen (14) days of the date of violation, inclusive of the time it takes for the City personnel to review the violations data.
16. With respect to each authorization to issue an infraction from the City, Contractor shall print and mail an infraction within five (5) days after Contractor's receipt of such authorization.
17. With respect to each authorized violation, within five (5) business days after Contractor's receipt of such authorization, Contractor shall file with the City of Fife Municipal Court, a copy (electronic or otherwise) of the Infraction. Contractor acknowledges its understanding that Washington State law requires all infractions be filed within five days of issuance (date signed by Police Officer) or the infraction is subject to dismissal under Court Rule. Filing of issued infractions within five days shall be considered a material provision of the agreement.
18. Contractor shall provide an "evidence book" for use in court. The "evidence book" shall meet the specific requirement of the Fife Municipal Court.
19. Contractor shall provide a toll-free telephone number for the purposes of answering citizen inquiries;
20. Contractor shall assist the City in public information and education efforts, including but not limited to the development of artwork for utility bill inserts, press releases and schedules for any public launch of the Traffic Camera Safety Improvement Program (actual print and production costs are the sole responsibility of the City).

E. MONTHLY FEE

1. The City shall pay a monthly fee for the services provided by Contractor.
2. If the amount of the fee exceeds the revenue generated by operation of the system and actually received by the City during the same month ("Monthly School Zone Enforcement Revenue"), then the City will pay such month only the amount of the Monthly School Zone Enforcement Revenue. In such case, the difference between the monthly fee and the Monthly School Zone Enforcement Revenue ("Monthly Shortfalls") shall be accumulated and added to the monthly fee for the following month. Payment shortfalls, if any, shall accumulate from month-to-month until paid in full, provided that under no circumstances shall the City ever be required to make a payment of monthly fees except from Monthly School Zone Enforcement Revenue. At the final expiration of the agreement (last day of validity of the agreement including extensions) any accumulated Payment Shortfalls shall be forfeited.

XI. INTERVIEWS

An invitation to interview may be extended to Respondents based on Evaluation Committee review of the written submittals. The Committee reserves the right to adjust scoring based on additional information and/or clarifications provided during interviews. The Committee may determine scoring criteria for the interviews following evaluation of written submittals.

The City reserves all rights to begin contract negotiations without conducting interviews, or without conducting interviews with all Respondents.

Respondents must be available to interview within 10 days' notice.

XII. AWARD

After a finalist has been selected by the Committee and prior to award, all other Respondents will be notified in writing by the City.

Once a finalist has been selected, contract negotiations with that finalist will begin, and if a contract is successfully negotiated, it will, be submitted for final approval by the City Council.