

ALLENTOWN SCHOOL DISTRICT
REQUEST FOR PROPOSAL
Stop-Arm Camera Company
Stop-Arm Enforcement Camera Systems

Intent & Background

The Allentown School District (ASD) is soliciting proposals from qualified licensed stop-arm camera companies that provide state of the art stop-arm enforcement camera systems to enhance the safe transportation of students we are required to transport. The purpose of this system is to enhance safety by detecting vehicles which are illegally passing or overtaking school buses. It is intended that Vendors offer a “turn-key” proposal to install, manage, maintain and oversee the camera system, while making the camera system data available to law enforcement on a continuous and ongoing basis. The successful company will work directly with our transportation provider, First Student Inc., to equip all vehicles (approximately 150 vehicles), full fleet, with stop-arm enforcement camera systems.

The Allentown School District is a large, urban public-school district located in Lehigh County, Pennsylvania. The District services approximately 17,000 students K–12 in 14 elementary schools, 4 middle schools, 3 high schools, one alternative learning center and a primary and secondary newcomer program. Additional information may be obtained by visiting the District’s website at www.allentownsd.org.

Scope of Services

The Vendor shall provide school bus photo violation monitoring systems, i.e. school bus cameras that have the ability to capture recordings and/or images of vehicles violating TITLE 75 § 3345, and related items and services that include the installation, maintenance, and operation of the systems on all vehicles operated under contract with Allentown School District. The Allentown School District and the Vendor will determine which buses will have photo violation monitoring systems installed on them.

The Stop Arm Camera Systems should meet the following specifications:

- 1.1. The system must capture video and images of vehicles that pass the school bus while the arm is extended without any bus driver intervention. The video must contain the violating vehicle and its license plate. The video must also show the flashing lights on the stop arm and the bus arm extended; the video sent to the District should have some indicator that both systems have been deployed.
- 1.2. Still images and video must show the vehicle and the extended stop arm and the rear of the violating vehicle with a legible license plate.
- 1.3. The proposal must detail the Vendor’s system’s ability to capture license plate numbers on a variety of different street types (i.e. single lane roads, double lane roads, main thoroughfares, etc.). Details must be clearly visible in the images without intentionally revealing the faces of the driver or passengers or contents of the vehicle.
- 1.4. In addition to extracted still images, the system must capture a color video clip of at least six seconds showing the vehicle pass by the bus.
- 1.5. The camera system must be able to capture violation images in low-light environments, such as early morning and late afternoon bus routes or poor weather conditions.
- 1.6. No exposed wiring on the interior and exterior of the School Bus.
- 1.7. Each extracted still image and video (if possible) must include a data bar. The following information must be provided: date, time, bus number, camera ID, the location or GPS coordinates where the violation was captured, and an electronic symbol or indication that brakes and stop arm were deployed.

- 1.8. The system must be able to begin recording when the vehicle's ignition switch has been turned on.
- 1.9. Bus drivers must not be tasked with any duties related to this system.
- 1.10. The system must use wireless technology to transmit data from cameras to back-end processing. No thumb-drive or DVD of data extraction will be accepted.
- 1.11. The system must be able to withstand significant heat of over 110 degrees Fahrenheit, and significant cold of -20 degrees Fahrenheit.
- 1.12. The system must be weatherproof and be able to withstand heavy rain and snow.
- 1.13. The system must be tamperproof and vandal-proof.
- 1.14. The system must be able to be securely fastened without much movement of the cameras as the buses may drive through harsh weather conditions and roads.
- 1.15. The system must be able to tolerate having power removed suddenly with no negative effect on the recording system, system hardware, operating system, stored data/video/audio or on the system's ability to function normally once the power is fully restored.
- 1.16. Software and hardware updates shall be provided to the cameras, and mobile support system, at no additional cost to allow the most current and stable operation of the cameras.
2. Vendor shall also have a comprehensive back end processing system to assist the District with imposing liability on vehicle owners that violate TITLE 75 § 3345, including, but not limited to the following functionality:
 - 2.1. The Vendor must be able to provide a robust, fully web-enabled, and fully secure processing system for notices of liability that includes data processing, initial screening of data, prompt delivery of data to authorized District and law enforcement personnel for notice of liability review and authorization, notice of liability mailing via first class mail, the ability to securely collect the statutory payment on behalf of the District, and maintenance of secure internet based viewing capacity of the notice of liability and underlying proof of a violation of TITLE 75 § 3345. Software and hardware updates shall be provided at no additional cost.
 - 2.2. Monthly activity reconciliations are required. Daily electronic deposits of monies are made to Allentown School District accounts, along with any of its assigned collection Vendors, can also receive payments. The District, upon collection and deposit of the statutory penalty, requires the Vendor to submit a voucher to receive an agreed upon portion of the statutory penalty due to the Vendor.
 - 2.3. In the event that a vehicle owner contests liability and does not pay the statutory penalty, the Vendor will make available all documents relating to the specific alleged violation of TITLE 75 § 3345 to the District and local law enforcement in order to adjudicate.
 - 2.4. In the event that a vehicle owner is found not liable for violating TITLE 75 § 3345, there shall be no cost to the District for services rendered by the Vendor related to that alleged notice of liability. No fee is due the Vendor in any case that results in a dismissal.
 - 2.5. The liability processing system must be available 24 hours a day, 7 days a week to all authorized District users.
 - 2.6. For members of the public who receive notices of liability in the mail, the Vendor must provide a toll-free telephone hotline that will be available from at least 9:00am to 8:00pm Eastern Standard Time, Monday through Friday of each week, excluding federal holidays. This shall be performed by company employees. Please describe your call center in detail to include number of employees, and any system that allows callers to make payments over the phone.

- 2.7. The successful Vendor must provide a website for vehicle owners to view videos and images of the alleged liability for violation of TITLE 75 § 3345. Website must allow online payments and must serve as a resource of information about the program and the notice of liability process.
3. The Vendor is responsible for all notifications and mailings related to a violation. This includes follow-up notices, hearing notices, and default judgement preparation.
4. The Vendor shall be able to provide 24 hour, 365 days per year support and service to the District.
5. The Vendor shall install, operate, and maintain all equipment. The Vendor shall also lay out the typical maintenance schedule as to not interfere with a School Bus Operator's operation.
6. The system must be installed in a timely manner, working in conjunction with District transportation bus operators. The Vendor must provide a project schedule outlining all the milestones required to complete the project. The District desires complete installation prior to January 1, 2021.
7. Revenue: The Vendor shall be paid by submitting a voucher to the District for an agreed upon portion of the statutory fine and/or penalty. Any optional features or services recommended by the Vendor, must be separately referenced and include any and all costs attributed to such features and/or Vendor's performance of such services. The Vendor shall describe in detail the statutory distribution.
- 7.1 Each proposal shall include proposed revenue share percentages. Rates shall remain constant for the entire term of the proposed contract and shall be inclusive of any and all administrative costs and fees related to the provision of services, including but not limited to, salaries, printing, postage, fees, processing of registrations, travel, investigations, collections, equipment, membership fees, etc.
8. The proposer should include diagram(s) of the components to show a visual representation of the system.
9. The Vendor shall carry insurance on all system components that cover theft, vandalism and damage from accidents.
10. The Vendor shall supervise and direct the work using skilled labor and proper equipment for all tasks. Safety of the Vendor's personnel and equipment is the responsibility of the Vendor.
11. The Vendor and all of its employees, agents, contractors, etc. shall be duly licensed in accordance with the all federal, state and local rules and statutory requirements to perform the work.
12. The Vendor shall provide copies of references, financial records, licenses, proof of insurance and bonding, a proposed list of subcontractors.
13. Vendors shall provide a training plan and train District personnel who interact with the system.
14. The proposal should clearly describe what services and equipment are to be provided as well as support services (for example, customer service email, call center) available to respond to ticket infraction questions. The Vendor will explain how they will facilitate the relationship between the District, the public, and local law enforcement.
15. The proposal should describe prior experience being under contract with a District, or large jurisdiction working to install, operate, and maintain photo violation systems in multiple school districts that own their busses, as well as school districts that contract for busing services.
16. The proposal should describe how the Vendor will work with the Allentown School District to develop community awareness and educate the public on school bus safety.
17. Sample Standard Contract Agreement – the submittal must include a copy of the Vendor's Standard Contract Agreement for the services being proposed.

18. Provide turnaround time to replace or repair damaged or defective field equipment.
19. The Vendor will describe all monthly activity reporting to the District, e.g., but not limited to financial reports, violations reports, violation aggregates, and real-time telemetric and route reporting.
20. The Vendor must meet the video retention requirements of the Commonwealth of Pennsylvania.
21. The Vendor must provide a strategy for a 30-day warning period. No reimbursement will be made to selected Vendor for the issuance of warning notices.
22. All Notices must contain language cited in the legislation.
23. All call center scripts and correspondence templates must be approved by the District.
24. The Vendor will provide a Covid-19 mitigation strategy to ensure the health and safety of the district's program partners as well as employees.

Timeframe

The successful Vendor will be expected to commence the provisions of services commencing on or about January 1, 2021 and the term of the resultant contract will be for five years. The District reserves the right to terminate engagement at any time, without cause, with sixty days prior notice.

Proposals

Submission and Deadline

All proposals must be received no later than November 30, 2020 at 1:00 p.m. One original proposal and one copy should be delivered and/or mailed to the undersigned, Administration Center, Director of Operations, 31 South Penn Street, P.O. Box 328, Allentown, PA 18105, date specified above. Questions regarding this RFP may be directed to Keith Falko, Director of Operations at 484-765-4130 or e-mailed at falkok@allentownsd.org. The District may conduct interviews of the Vendors it judges to be the most qualified to perform the services required, based upon the criteria in this RFP. If so, Vendors will be notified in advance of the proposed interview date.

By Order of the Board of Directors
School District of
the City of Allentown

Keith R. Falko

Sections to Complete

Submittal Letter

Respondents shall submit a cover letter, addressed to the Director of Operations, signed by an authorized agent of the Vendor, which provides an overview of the respondent's offer, as well as the name, title and phone number of the person to whom the District may direct questions concerning the proposal. The letter should also include a statement by the respondent accepting all terms and conditions contained in this RFP, signed by an officer or other individual with authority to bind the provider.

Experience and Qualifications

Vendors must have a minimum of three years' experience in all areas of care specified in the Scope of Services. Vendors are to provide a summary of their experience with similar types and sizes of districts with an emphasis on districts in Pennsylvania. This summary must include the Vendor's experience as described in

Scope of Services section. Provide detailed resumes of the persons proposed to work directly with the District and indicate the level of responsibility of each person. Resumes are to include qualifications and previous work assignments that relate to this RFP.

Program Narrative

Each proposal shall include a program narrative of Vendor's approach to project operations, including project management and mobilization. Proposals shall also outline equipment and crew resources available to fulfill the proposal requirements and demonstrate ability to complete the scope of work in a timely and safe manner. Proposers must include a list of strategic partners, consultants, and sub-contractors. The narrative should also include a list of assigned staff, their qualifications, relevant training and experience. In addition, describe your organization's financial strength by including evidence of financial stability (e.g., audited financial statements for the most recent three calendar or fiscal years for the proposal organization/s).

References

Vendors shall also include three (3) references from previous projects similar in scope and complexity that the proposer has completed in the last three years. The client references must include the name of the organization, address, telephone number, individual contact person, the dates services were performed, and a description of the services provided.

Form of Contract

The District intends to negotiate and enter into a contract with the most responsible Vendor whose proposal is determined to be in the best interest of the District. If the respondent will require the District to sign an additional or separate contract, a copy of the proposed contract must be included with the proposal. In the event of a discrepancy between the firm's proposed contract and this RFP, the terms of this RFP shall govern.

Evaluation and Award

Selection Criteria

- a. The District may conduct interviews of the Vendor it judges to be the most qualified to perform the services required, based upon the criteria in this RFP. If so, the Vendor will be notified in advance of the proposed interview date. If conducted, interviews may be conducted in person or virtually. Respondents are advised that the District reserves the right to award this contract solely based on the submitted proposals.
- b. The following criteria will be used, without limitation, in evaluating proposals and determining the most responsible Vendor:
 - Relevant background, experience, education, and qualifications of key personnel.
 - The Vendor's technical understanding of the scope of services and proposed professional services as evidenced by the proposal submitted.
 - Information obtained by the District from the Vendor's references or clients.
 - The District reserves the right to reject any or all proposals or parts thereof for any reason, to negotiate changes to proposal terms, to waive minor inconsistencies with the RFP, and to negotiate a contract with the successful Vendor.
 - The District will initially review all proposals to determine responsiveness. Any proposal that does not address all requested requirements or is incomplete will not be considered.
 - The District will evaluate all responsive and responsible proposals based on the criteria referenced above. The District may afford Vendors the opportunity to clarify proposals for the purpose of assuring a full understanding of their responsiveness to the RFP.

General Requirements and Conditions

Insurance

The selected Vendor shall be required to furnish proof of insurance coverage within ten (10) days of receipt of Notice of Selection. Insurance shall be issued by an insurance company licensed to conduct

business in the Commonwealth of Pennsylvania. Any and all exceptions must be approved by the Superintendent. Insurance coverage shall remain in full force for the duration of the contract term including any and all extensions or renewals thereof. Each insurance certificate shall contain a thirty (30) day notice of cancellation. All renewal certificates shall be furnished at least thirty (30) days prior to policy expiration.

- a. Commercial General Liability, including Contractual Liability Insurance, with limits not less than \$1,000,000 per occurrence, \$2,000,000 aggregate. All, if any, deductibles are the sole responsibility of the selected Provider to pay and/or indemnify.
- b. Workers' Compensation in accordance with Pennsylvania Statutes.
- c. The Allentown School District is named as Additional Insured, under the Commercial General Liability and Employer's Liability insurance policies. **THE UNDERLINED WORDING MUST BE SHOWN IN THE SPACE PROVIDED FOR "COMMENTS" ON THE INSURANCE CERTIFICATE.**
- d. Each insurance coverage named above shall provide not less than a 30-day notice of cancellation to the District. Any and all exceptions shall be reviewed by the Superintendent.
- e. It is further agreed that the amount of insurance required herein does not, in any way, limit the liability of the Vendor by virtue of its promise to hold the District harmless so that in the event that any claim results in a settlement of judgment in any amount above the limits set herein, the Vendor shall be liable to, or for the benefit of, the District for the excess.
- f. Insurance requirements and coverage may be reviewed from time to time during the term of this contract and all extensions and renewals thereof. The Vendor agrees to comply with any and all reasonable insurance requirements or modifications made by the Superintendent.
- g. Cancellation or other termination of insurance policies required by this Agreement without immediate replacement thereof may be considered a default in the terms and conditions of this Agreement. The Vendor agrees that such default may be cured by procurement of insurance on behalf of Vendor, at the Vendor's expense, at District's option.

Hold Harmless Agreement

In addition to its obligation to provide insurance as specified above, the Vendor, their consultants, agents and assigns shall indemnify and hold harmless the Allentown School District, including, but not limited to, its elected officials, its officers, employees, and agents from any and all claims made against the District, including but not limited to, damages, awards, costs and reasonable attorney's fees, to the extent any such claim directly and approximately results from the wrongful, willful or negligent performance of services by the provider during the provider's performance of its Agreement. The District agrees to give the provider prompt notice of any such claim.

Conditions

Respondents to this RFP will be expected to adhere to the following conditions and must make a positive statement to that effect in the proposal submitted:

- i. The selected Vendor must have an office or facility in Pennsylvania. The specific location of the facility must be identified in the proposal submitted.
- ii. Have a personnel/resources reserve sufficient to assure service continuity and agree to maintain an adequate level of qualified personnel for the term of the Agreement.
- iii. Agree to maintain and preserve confidentiality in all matters relating to the resultant contract and services provided under it.
- iv. Agree that the District and the Vendor may terminate the contract at any time with sixty (60) days written notice.
- v. Agree to accept and follow management direction from the District and specifically, the District's designated personnel.
- vi. Agree to conform to all applicable laws and ordinances and statutes of the Federal Government, State of Pennsylvania and the City of Allentown.
- vii. Agree that if the District cannot in good faith negotiate a written contract within a reasonable time with the selected provider(s), the District may unilaterally cancel its selection of that provider.

- viii. Agree that the contract between the District and the provider shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania and the ordinances of the City of Allentown.

Conflict of Interest

Respondents shall provide a statement that no conflict of interest exists in rendering service to and in representing the Allentown School District.

Principals/Collusion

By submission of a proposal, the Vendor does declare that the only person or persons interested in this proposal as principal or principals is/or are named therein and that no other person other than therein mentioned has any interest in this proposal or contract to be entered into; that this proposal is made without connection with any person, company or parties making a proposal, and that it is in all respects fair and in good faith without collusion or fraud.

Affirmative Action Statement

As a condition of doing business with the District, the provider must comply with all Federal laws, State statutes and executive orders pertaining to non-discrimination. All respondents, as part of their submission, must complete and submit the enclosed Affirmative Action Statement.

Alternatives and Exceptions

Only slight additions or changes would be expected to be negotiated with the successful Vendor in order to resolve any variances between the proposal and the final contract. Vendors may submit alternate proposals which deviate from the RFP or take exceptions to this RFP; however, alternates and exceptions shall be clearly identified as such, and shall include a discussion of the purpose and benefits to such alternate/exception, and the District is not bound to accept them if it determines that they are not in the best interest of the District.

Additional Information and Revisions to Proposals

Information may be provided to potential respondents for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Prospective respondents shall be afforded fair and equal treatment with respect to access to additional information and revision of proposals.