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**Saline County RFP #2022-06-06**

Saline County Detention Center

Upgrade Security Controls and Camera System

**Proposal's will need to be received by June 06, 2022 4:30 pm local time**

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### Introductory Information

#### **1. Mandatory Pre-Proposal Conference/Site-Visit**

It is mandatory that each Vendor attend the pre-proposal conference and site tour of the Saline County Detention Center (Detention Center) to ensure all responses reflect a complete understanding of the conditions, operations, location, equipment, requirements, space availability, and surrounding areas. Any proposal submitted by a Vendor that did not attend the mandatory pre-proposal conference and site visit will be rejected.

The mandatory Pre-Bid Conference and/or Walkthrough will be **Monday, May 16, 2022 at 9:00 a.m.** You will meet in the lobby of the Saline County Detention Center, located at 735 S. Neeley, Benton, AR 72015

This may be waived if the Vendor has previously done a site tour of the Saline County Detention Center within 180 days of the RFP being published.

#### **2. Further Information**

Vendors are cautioned that the County is not obligated to ask for or accept after the opening date, data that is essential for a complete and thorough evaluation of the proposal. The County may award a contract based on initial submissions without any further discussion of such proposals. Accordingly, each proposal should be submitted on the most favorable and complete price and technical terms possible. Any ambiguity in any proposal as the result of omission, error, lack of clarity or noncompliance by the Vendor with specification, instructions and all conditions of the Request for Proposal shall be construed in the light most favorable to the County.

#### **3. Office Contract Liaison**

The Saline County Liaison for all matters concerning the subject of this RFP is:

Captain Wade Gilliam

wgilliam@scsosherriff.org

(o) 501-303-1536

(c) 501-993-2328

#### **4. Work Hours**

Primary work hours will be 8:00 a.m. to 4:30 p.m. Deviation of hours must be approved by both the Vendor and the Sheriff's Office (POC for this Contract, Captain Wade Gilliam). There will be on-site accommodations for storing equipment from start of project to completion, if needed.

## Information for Proposals

### **5. Scope of Work**

The Detention Center is seeking to upgrade their Security Controls and Camera System to meet current security standards. This system must operate with the current 24V and 120V door locking mechanisms and the IP Video and Storage System that are in place.

Saline County requests the following to be upgraded, updated, repaired, and/or replaced, as needed:

- All PLC Programmable Logic Controllers;
- The analog intercom system, including any malfunctioning intercoms;
- All Control System Boards with Touch Screen Control System;
- The existing Door Control Boards with Door Control Relay Boards, including all associated camera callups;
- This new system upgrade must be compatible and interface with our current camera system to eliminate having multiple separate camera systems.

This new system upgrade must be engineered, designed, programmed, and installed by the awarded Vendor, or Sub-vendors, if they are to be utilized, whose information must be provided. The system must include a warranty and maintenance support. **Performance of control boards with locks must be tested and confirmed that they are in excellent operational performance.**

### **Video Camera and Storage**

The storage system should have a storage retention of thirty (30) days with 70% motion recording at a minimum of thirty (30) FPS. The prime viewing location will require new monitors connected to the Video Management System. This should consist of four (4) licensed VMS stations to be installed within the facility at designated locations with the capability to display on multiple screens. Camera call-up feature is also requested.

### **Other Requirements:**

- Fix, Repair, touch up surfaces that were disturbed as a result of the work performed
- Remove trash from site that is created by your Vendor
- Control boards and other material removed as part of the system will be turned over to the Saline County Sheriff and/or Saline County Maintenance Department to be placed in the scrap area.

### **6. Training Requirement**

Saline County requests training for the operators, administrators, and maintenance staff upon completion of the project for all new systems installed and managed by the controls. Please indicate your training protocol and if any additional expenses will be incurred by Saline County.

## **7. Experience**

The Vendor shall submit information showing evidence of its experience with aspects of this proposal.

## **8. Performance Record**

The Vendor shall submit information showing evidence of its past performance in regard to:

1. Timeliness
2. Completion of work within budget
3. Quality of work

A vendor's past performance with Saline County may be used to determine if the vendor is "responsible". Bid responses submitted by vendors determined to be non-responsible shall be disqualified.

## **9. Financial Consideration**

Please provide a detailed list of the quantity, material, description and cost, whether it is by item or total cost of the project, to include installation, warranty, service, and bond amount, in excel spreadsheet format, with a final total indicated.

## **10. Warranty/Extended Warranty/Maintenance Agreement**

Warranty - Please provide and explain warranty coverage for equipment and manufacturing workmanship.

Extended Warranty and/or Maintenance Agreement - Please include the details, including price, broken down so it's easily understandable, along with the total cost.

## **11. Interruption in Performance**

Please include any additional costs that may be incurred as a result of Interruption in Performance as a result of lock downs or for any reason that Saline County may ask you to demobilize.

## **12. Additional Expenses**

Please address any additional costs that may be incurred by the Vendor that is not addressed in this proposal such as travel expenses and ancillary expenses.

## **13. Beginning and Completion**

Please indicate the date the Vendor can begin work after receipt of the contract award letter/purchase order. Please indicate the completion date or number of days needed to complete the work. If agreed to, extended delivery dates may be considered when in the best interest of the County.

#### **14. References**

Provide a list of at least three (3) government and/or commercial clients for which the Vendor has performed/provided similar services within the past two (2) years. Include the Vendor name, address, phone number, e-mail and a brief description of the contractual relationship.

#### **15. Contracts Lost**

The Vendor must include a list of all accounts, which were canceled or not renewed during the past five (5) years and the reasons for cancellation or non-renewal. This list shall include the name and telephone number of the primary contact of each account.

#### **16. Requirements Needed**

Please indicate any requirements that Saline County may need to be aware of, or provide to the Vendor, that are not included in this proposal, such as amount of space needed to work and/or electrical requirements to operate tools. You may also attach a document responding to this.

#### **17. Staff and Capacity to Perform Work**

The Vendor shall submit information showing:

1. Qualifications of staff that will be assigned to the project, and those of any Sub-vendor(s)
2. Staff expertise, and those of any Sub-vendor(s)
3. Staff time availability, and those of any Sub-vendor(s)

#### **18. Staffing**

Please furnish the name and telephone number of a responsible person who will represent the Vendor in all matters pertaining to the contract, including the placing of orders during the term

#### **19. Minority and Women-Owned Business M/WBE**

Please provide evidence if your company is registered and certified as a Minority and Women-owned business M/WBE.

#### **Additional Information needed from Vendor**

#### **20. Insurance**

All proposals must contain a letter of intent from an insurance provider authorized to do business in the State of Arkansas stating its willingness to insure the Vendor pursuant to the terms of any contract resulting from the bid. The Vendor shall procure and maintain, at the Vendor's expense, the following insurance coverage for the period of the Contract. Certificates evidencing the effective dates and amounts of such insurance must be provided to Saline County:

1. Workers Compensation: As required by the State of Arkansas

2. Comprehensive General Liability (Broad Form) coverage in amounts specified under the contract for work at the facility prior to the signing of the contract.

3. Public Liability Insurance

4. Commercial Blanket Bond Coverage (theft/fraud by employees)

5. INCLUDE ONLY IF NEEDED: Professional liability insurance in an amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. If "claims made" is provided, continuing liability coverage ("tail") of at least five (5) years must be in force.

6. Minimum shall be in the total amount of the Contract.

### **21. Bid Bond**

A certified check or bank draft payable to the order of Saline County negotiable U.S. Government bonds (at par value), or satisfactory bid bond executed by the bidder and an acceptable surety in an amount of not less than five percent (5%) of the total of bid shall be submitted at the time the bid is submitted. Bond document(s) and check must be delivered to the Purchasing Office at 200 N. Main St., Ste 116, Benton AR 72015 by either hand delivery or mail and received NLT the closing date of this proposal.

### **22. Non-collusion**

Vendor shall represent and warrant that in connection to a response to this solicitation:

1. The vendor has not been a party to any collusion among vendor(s) in the restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding.
2. The vendor has not been a party to any collusion with any official or employee of Saline County as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract.
3. The vendor has not been a party in any discussion between bidders and any official of Saline County concerning exchange or money or other things of value for special consideration in the letting of a contract.

### **23. Debarment and Suspension**

The Vendor must certify that themselves, their employees or Sub-Vendor(s):

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation from covered transactions by any federal department or agency;
2. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against it or them for commission of embezzlement, theft, forgery,

bribery, falsification or destruction of records, making false statement(s) or receiving stolen property.

3. Are not presently indicted for or otherwise criminally charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated above, and:

4. Have not within a three (3) year period preceding this agreement had one (1) or more public transactions (federal, state, or local) terminated for cause or default.

**24. Conflict of Interest**

The Vendor must certify that themselves, their employees or Sub-Vendor(s) do not have any conflicts of interest pertaining to this RFP.

**25. Official Vendor's Representative**

The name, mailing address, and telephone number of the Vendor's authorized agent with authority to bind the firm with respect to questions concerning the Vendor's proposal must be clearly stated.

**26. Organization**

Vendor shall describe the organizational line of authority for management level personnel from the local to the highest corporate level.

Grading of RFP

**27. Proposal Evaluation**

The County will review all accepted proposals with particular emphasis on the following:

0-10 points per category: 50 points total	Parameters to be considered
0-10	Technical Capabilities
0-10	Understanding our Needs
0-10	Total Calculated Cost
0-10	References
0-10	Local/Small/Disadvantaged Business

Proposal evaluations are the sole responsibility of the County and as such the County is the final authority on the evaluation process. Although some of the criteria are given more weight than others, each Vendor is expected to provide the County with a complete, comprehensive proposal which allows the County to do complete evaluation using the criteria.

**28. Proposal Selection Procedure**

Proposals submitted for this bid will be evaluated by an evaluation team. The evaluation team will consider all information provided in the proposal when making its recommendation and may consider relevant information from other sources.

The County reserves the right to invite Vendors for interviews which will be used in conjunction with the cost/financial proposal information to award the services offered. Upon final scoring of the proposals, the evaluation team will make a recommendation of the award.

During the proposals' selection process, a short list of Vendors may be selected for interviews and further information may be requested of these Vendors to assist in the final selection. Vendors may enter into negotiations for final contract award. The County reserves the right to negotiate with a Vendor, or with more than one Vendor. The County reserves the right to reject any or all offers if it determines that such offers are not in the best interest of the County.

#### Requirements if Contract Awarded

##### **29. Payment/Performance Bond**

A Successful Vendor must furnish a 100% performance and 100% payment bond written and approved by a surety Vendor holding a permit from the State of Arkansas to act as surety, or other surety or sureties acceptable to the Owner. The bonds shall be accompanied by duly authenticated or certified documents, in duplicate and must be furnished at the time of Contract execution.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

##### **30. Examination of Records**

The Vendor agrees that the County or any of its duly authorized representatives shall at any time during the term of any Contract have access to, and the right to audit and examine, any pertinent records of the Vendor related to this Contract. Such records shall be kept by the Vendor for a period of not less than five (5) years from the date the records are made, unless the County authorized their earlier disposition. Vendor agrees to refund to the County any underpayments or overcharges disclosed by any such audit, or to take other corrective action as may be required.

##### **31. Governing Law**

The parties hereto agree that any Agreement shall be construed under Arkansas law. The parties further agree that proper jurisdiction and venue for any cause of action arising from this Agreement shall be vested in the state courts of Arkansas.

### **32. Indemnification**

The Vendor hereby is notified that in any Agreement Vendor will assume all risks and responsibilities inherent in performing the contracted services and does hereby agree to defend, hold harmless, indemnify, release and forever discharge Saline County Government and any of its guards, agents, employees, volunteers and servants from and against any and all claims, demands, and actions, causes of action, losses liabilities, or expenditures of any kind, including court cost and expenses, accruing or resulting from any suites or damages of any character resulting from injuries, damages, or death sustained by any person or persons, or property, by virtue of the performance of this agreement either directly or indirectly.

### **33. Non-Appropriation Clause**

Notwithstanding anything contained in an Agreement to the contrary, if the Saline County Quorum Court fails to appropriate funds for subsequent period within the term of this Agreement, the County shall not be obligated to make payments beyond the then current fiscal appropriations period provided that Vendor shall have received a written notification of the occurrence of the following events:

1. Funds are not appropriated for a subsequent period during the Term of this Agreement for the acquisition of services and functions which, in whole or in part, are essentially the same services and functions for the performance of which the services and functions were purchased.
2. County has exhausted all funds legally available for all payments due under this Agreement
3. Such non-appropriation did not result from any act or failure to act of the County. then, Vendor's only remedy shall be to terminate this Agreement at the end of the period which notice is given and take possession of any equipment owned by the Vendor. Vendor shall be entitled, however, to any payments and other payments due and owing during any previous period.

### **34. Proof of Performance**

Prior to approval of equipment and/or prior to award, Saline County shall have the right to require the vendor to provide a live test of any equipment bid.

1. During the live test, equipment must prove its capability to meet or exceed all requirements of this solicitation. Saline County shall be the sole determining source in deciding acceptable performance



2. Vendors who bid equipment that cannot demonstrate its capability to meet or exceed requirements of this solicitation shall be deemed non-responsible and shall not be considered

3. This test shall be conducted in Benton, Arkansas at a location determined by Saline County OR at Saline County's determination may be conducted at the Vendor's location and shall be conducted at no cost to Saline County.

Throughout the term of this contract, Saline County shall have the right to require the awarded vendor to provide a live test of any equipment prior to replacing units. Equipment that cannot demonstrate its capability to meet or exceed requirements of this solicitation shall not be accepted and the vendor must provide an acceptable alternative. Saline County shall be the sole determining source in deciding acceptable performance.

### **35. Proprietary Information**

After the award of the Contract, all proposals will be open for public inspection. Financial data, trade secrets, test data, and similar proprietary information will, to the extent permitted by law, remain confidential provided such material is clearly indicated by the Vendor at the time of submission; however, net cost information may not be confidential.

### **36. Term of Contract**

The required services are to commence no later than a date to be agreed upon by and between Saline County and the Vendor selected and, unless terminated sooner, shall continue in force for (3) three years, with the option for (1) 3-year renewal. No contract will be automatically renewed at the end of any contract term. Written confirmation shall be required.

### **37. Permits and Licenses**

The Vendor will obtain and maintain at its expense, and in its name, all necessary licenses and permits required to perform the services described herein. The Vendor selected must submit proof of certification before the contract can be awarded. Certification will remain on file in the Saline County Purchasing Office.

### **38. Standard of Performance**

The Vendor shall perform according to the terms and conditions as stated herein, and according to the highest standards and commercial practices. Instances of poor performance by the Vendor will be documented and submitted to the Vendor for immediate review and corrective action. Continued poor performance will be deemed a breach of the specifications of the RFP, and shall be grounds for immediate termination of the contract. A review meeting will be called between the Vendor and Saline County when documented instances of poor performance occur. A plan for corrective action agreeable to both parties will be drafted and implemented. Saline County retains the absolute right to assess whether and when performance is subsequently acceptable.

### **39. Taxes**

Vendor will be responsible for collection and payment of all required taxes (local, state, federal) relating to its operation.

#### **40. Termination and Assignment**

The contract awarded in response to the RFP (the "Contract") may be terminated by either party by giving the other not less than 30 days written notice of intent to terminate as of the date specified. The Contract will not be assignable without prior written consent of both parties. An attempted assignment without such consent shall be void and of no effect.

#### **41. Contract**

The contents of the RFP will be incorporated into the final Contract documents. Due to the anticipated complexities of this contract relationship, Saline County reserves the right to negotiate final terms and conditions with the Vendor(s) submitting proposals

#### **42. Award of Contract**

Saline County reserves the right to overlook any errors or omissions on the part of the vendor during the RFP process and to reject any and all proposals, or any portion thereof, and re-advertise if deemed necessary. Award will be made to the Vendor whose proposal conforms to the RFP and, in the sole judgment of Saline County, will be most advantageous to Saline County.

#### **43. Title VI Civil Rights Act Compliance: TITLE VI CIVIL RIGHTS ACT COMPLIANCE AND ASSURANCES:**

The successful bidder, and all sub-recipients, sub-grantees, sub-Vendors, successors, transferees, and/or assignees shall:

- a. Comply with Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibiting discrimination on the basis of race, color, national origin, age, sex, and disability through its applicable federal statutory or regulatory authorities, or other pertinent directives, circulars, policy, memoranda, and/or guidance and will give assurance that it will promptly take measures necessary to ensure such;
- b. Abide by all applicable Federal provisions, and Saline County requests, regarding access to records, accounts, documents, information, facilities, and staff;
- c. Comply with all program and/or compliance reviews, and/or complaint investigations conducted by Saline County or any Federal department or agency;
- d. Maintain and preserve all project records for a minimum of three (3) years or as further required by Saline County or Federal record retention requirements;
- e. Assure that all records or materials are timely, completely, and accurately provided to Saline County upon request, and

f. Comply with data collection and evaluation requirements, as required by Saline County, related laws, or program guidance.

#### **44. DISADVANTAGE BUSINESS ENTERPRISES**

Saline County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into, pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

#### **45. Equal Employment Opportunity**

During the performance of any Agreement, the VENDOR agrees as follows:

1. VENDOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. VENDOR will take affirmative action to ensure that applicants are employed, and that employees are treated during the employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. VENDOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. VENDOR will, in all solicitations or advertisements for employees placed by or on behalf of the VENDOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. VENDOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of VENDOR's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. VENDOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor.
5. VENDOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of VENDOR's noncompliance with the nondiscrimination clauses of this contract

or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the VENDOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The VENDOR will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1-7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subVendor or vendor. The VENDOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event that VENDOR becomes involved in, or is threatened with, litigation with a subVendor or vendor as a result of such direction by the administering agency, the VENDOR may request the United States to enter into such litigation to protect the interest of the United States.

#### **46. Equal Employment Opportunity Clause**

This Vendor and any subVendors shall abide by the requirements of 41 CFR 60-1.4(a) (as amended by E.O. 13665 regarding pay transparency), 60-300.5(a) 60-741.5(a) and 29 CFR 471. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime Vendors and subVendors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

#### **47. Employment Policies**

The Vendor's employment policies shall meet the requirements of the Fair Labor Standards Act and all other regulations required by Federal or State law. The County is committed to Equal Opportunity. The Vendor must pledge to comply with Equal Opportunity Laws and that it will not discriminate against any employee or applicant for employment on the basis of political or religious opinions or affiliations, or because of age, race, sex, national origin, handicap, disability, sexual orientation, gender identity, genetic information, veteran status, or other non-merit factors or participation in a legally protected activity.

#### **48. Affirmative Action Regulations**

Saline County is a federal Vendor (or subVendor) and/or receives grant monies from the federal government and complies with the following affirmative action regulations:

- Executive Order 11246, as amended (41 CFR Chapter 60)

- Section 503 of the Rehabilitation Act of 1973, as amended (41 CFR 60-741)
- Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 USC §4212 (41 CFR 60-300)

In compliance with these regulations, Saline County hereby notifies you that as our subVendor, vendor, or supplier, your organization may also be subject to the regulations outlined above. The equal employment opportunity clauses set forth in 41 CFR §60-1.1(a), 41 VFR §60-300.5(a) and 41 CFR §60-741.5(a) are included by reference into all of the transactions between our Vendors. We appreciate your cooperation in our effort to fully comply with these federal requirements.

#### **49. Certification - No Boycott of Israel**

Pursuant to Ark. Code Ann. § 25-1-503, Vendor certifies that it is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott (s) of Israel. If boycotting Israel, we will offer to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.

#### **50. Compliance with Federal, State, and Local Laws**

The Vendor must agree that they will comply with all State, Federal, and Local Laws including but not limited to The American with Disabilities Act, Title VII of the Civil Rights of 1964, Age Discrimination in Employment Act, Civil Rights Act of 1991, Federal Insurance Contribution Act (FICA), Fair Labor Standards Act, Equal Pay Act of 1963 and the Affordable Health Care Act, as to Treatment and Compensation of Its Employees.

#### **51. Damage to the Premises**

The Vendor will assume full responsibility for any damage to the County's equipment or premises caused by the negligent or intentional acts of omissions for the Vendor's employees, agents, or officers. Ordinary wear and tear are expected.