



Master Control Panel System Replacement for Harvey County Detention Center
Request for Proposal

July 3, 2017

Harvey County
800 N. Main St., PO Box 687
Newton, KS 67114

Harvey County is currently soliciting written proposals for the purchase and replacement of the master control panel system for the Harvey County Detention Center. It is anticipated that an official contract and/or purchase order will be issued after the Board of County Commission approval of the recommended proposal.

Carefully review this Request for Proposal as it provides specific technical information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, three (3) copies of the entire document must be completed and returned in a sealed container/envelope to the Harvey County Administration Office on or before 5:00 p.m. CDT, Friday, July 28, 2017. Proposals will be opened by the Harvey County Commission on Monday, July 31, 2017 at or around 10:15 AM. Envelopes must be marked HCDC Master Control Bid and include the proposing firm's name and return address. Late or incomplete responses will not be accepted and will not receive consideration for final award.

Proposed based pricing for services may be disclosed at a public meeting to receive and file response of this and other solicitations. It should be noted that other information provided in your response will be considered proprietary and will not be divulged during the proposal review process. Because purchases or contractual agreements of this nature require the expenditure of public funds and/or use of public facilities, the successful proposer must understand that portions (potentially all) of their proposal (including all final contracts) will become public record after its acceptance by the Board of County Commissioners.

This Request for Proposal (RFP) is an invitation by Harvey County for firms to submit an offer which may be subject to subsequent discussion. Submittal of a proposal does not create any right in or expectation to a contract with Harvey County. Harvey County reserves the right to reject any or all proposals and the County further declares that it will incur no financial obligations for any costs incurred by any company in preparing their proposal.

1. About this Document

This document is a Request for Proposal (RFP). Proposals will be evaluated based upon criteria formulated around the most important features of a product or service, of which quality, testing, references, availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards, which measure how well a vendor's approach meets the desired requirements and needs of the County. Those criteria that will be used and considered in evaluation for award are set forth in this document. The County will thoroughly review all proposals received. The County will also utilize its best judgment when determining whether to schedule a preproposal conference, before proposals are accepted, or meetings with vendors, after receipt of all proposals. A Purchase Order/Contract will be awarded to a qualified vendor submitting the best proposal. **Harvey County reserves the right to select, and subsequently recommend for award, the proposed equipment/service which best meets its required needs, quality levels and budget constraints.**

2. Scope of Work

The purpose of this RFP is to ensure the Harvey County Detention Center obtains a fully operational and reliable Master Control Panel System with simple to use operation. The County's objective is to reuse all existing wiring when possible. Vendor will install the system and ensure all devices are controllable utilizing the new system.

The Harvey County Detention Center, located at 120 E. 7th St., is a 134 bed Adult Detention Facility for male and female offenders. The facility is currently equipped with an old master control panel system that was installed when the detention center was constructed in 1997. The current system has reached the end of its useful life, and is in need of being replaced. The master control panel system is needed to maintain safety and security at the facility.

Existing Conditions

The Harvey County Detention Center has two panels that control the following:

Master Panel

- 156 Intercoms
- 93 Doors (including 8 exterior doors requiring dual level verification prior to unlocking)
- 20 Fire Door and/or Pod Door Emergency Release
- 1 Gym Overhead Door
- 1 Gym Louvers
- 2 Garage Doors
- 1 Exterior Gate
- 3 Slider Doors
- 7 Dayroom Lights
- 7 Cell Lights
- 9 TV Power
- 9 Telephone
- 2 Recreation Lights
- 1 Housing Control

Housing Panel

- 100 Intercoms
- 69 Doors
- 20 Fire Door and/or Pod Door Emergency Release
- 7 Dayroom Lights
- 7 Cell Lights
- 9 TV Power
- 9 Telephone
- 2 Recreation Lights

Objective

- Reuse all existing wiring, when possible.
- Minimum 22" control screens.
- Ensure new system control everything currently controlled by the two existing panels.
- System must be expandable in case of expansion of the system in future years.
- Provide other items, not listed above, and justify their need in making this a useful system.

3. Mandatory Site Visit

Vendors shall contact Detention Captain K.C. Kersenbrock at 316-284-6959 to schedule a mandatory site visit. This location is a secured facility and will not be accessible unless arrangements have been made. Blue prints of the facility can be viewed during the site visit.

4. Installation and Delivery

Installation of the system must in in coordination with the Detention Captain, K.C. Kersenbrock. Efforts shall be taken by the contractor to reduce the amount of down time of the existing system. All equipment proposed must include shipping and be delivered, installed and fully operational to the Harvey County Detention Center, 120 E. 7th St., Newton, KS 67114.

5. Bond Information

A Performance Bond equal to the proposal figure may be required. The successful proposer shall well and truly perform all the covenants, conditions, and obligations of the "contract" documents on the park of the contract to be performed.

6. Insurance Requirements

The Vendor, if awarded a contract, during the performance of the services under the contract shall maintain insurance coverage reflecting the minimum amounts and conditions specified herein, and shall provide originals or certified copies of all policies, which shall be written by an insurance company authorized to do business in Kansas. Misrepresentation of any material fact, whether intentional or not, regarding the Firm's insurance coverage, policies, or capabilities may be grounds for rejection of the proposal and rescission of any awarded contract.

A. **Worker's Compensation Insurance:** The Firm shall procure and maintain for the life of this Agreement, worker's compensation insurance covering all employees with limits meeting all applicable state laws. This coverage shall include employer's liability insurance. The policy must contain a waiver of subrogation in favor of Harvey County, executed by the insurance company. Thirty (30) days notice of cancellation is required and must be provided to Harvey County via Certified Mail, Return Receipt Requested.

B. **Commercial General Liability:** The Firm shall procure and maintain, for the life of the contract, Commercial General Liability (CGL) Insurance. The CGL, or its equivalent, will have limits not less than \$1 million per occurrence. Coverage shall include premises and operations; independent Firms' products and completed operations and contractual liability with specific reference to the insurance provisions of the contract. The policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of the contract. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or be twice the required occurrence limit. Such insurance shall be endorsed to state that it is primary and shall not contribute with any insurance or self-insurance maintained by Harvey County. Such insurance shall also be endorsed to designate Harvey County, its elected and appointed officials, employees, and volunteers as additional insureds. A copy of this endorsement shall be provided to the County prior to commencement of work. Thirty (30) days notice of cancellation is required and must be provided to Harvey County via Certified Mail, Return Receipt Requested.

C. **Business Automobile Liability:** The Firm shall procure and maintain, for the life of the contract, business automobile liability insurance. The minimum limits of coverage shall be \$500,000 per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall be an "any auto" type policy. Thirty (30) days notice of cancellation is required and must be provided to Harvey County via Certified Mail, Return Receipt Requested.

D. **Professional Liability:** Unless the Firm meets the self-insurance requirements described herein, the Firm shall procure and maintain professional liability insurance for the life of the contract, plus two (2) years after completion. This insurance shall provide coverage for liability resulting from the contract. The minimum limits of coverage shall be \$1,000,000 with a deductible not to exceed \$25,000. The deductible will be the responsibility of the insured. Thirty (30) days notice of cancellation is required and must be provided to Harvey County via Certified Mail, Return Receipt Requested. If the Firm self-insures, the Firm shall maintain an annual net worth of not less than \$10,000,000 at all times during the life of the contract and shall provide the County with a copy of Firm's most recent audited financials prior to executing the contract and provide the County with a copy of the Firm's audited financials for each year the contract is in effect.

In the event that subcontractors used by the Firm do not have insurance, or do not meet the insurance limits, Firm shall indemnify and hold harmless the County for any claims in excess of the subcontractor's insurance coverage, arising out of negligent acts, errors or omissions of the subcontractor.

Firm shall not commence work under the contract until all insurance required as stated herein has been obtained and such insurance has been approved by the County.

7. Indemnification

Firm shall, in addition to any obligation to indemnify Harvey County and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless Harvey County, its agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses) and costs arising out of any actual or alleged (a) bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss if use resulting there from, or any other damage or loss arising out of or resulting in whole or in part from any actual or alleged act or omission of the Firm, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; (b) violation of law, statute, ordinance, governmental administrative order, rule regulation, or infringement of patent rights by Firm in the performance of the work; or (c) liens, claims or actions made by the Firm or any subcontractor under workers compensation acts' disability benefit acts, other employee benefit acts or any statutory bar.

The indemnification obligations hereunder shall not be limited by any limitation on the amount, type of damages, compensation or benefits payable by or for the Firm or any subcontractor under worker's compensation acts' disability benefit acts, other employee benefit acts and any statutory bar. All expenses, including attorney's fees, incurred by Harvey County in enforcing this provision shall be borne by the Firm.

8. Contract Period and Payment Terms

The contract period with the successful firm will begin following Board of County Commission approval of the recommended proposal. The County reserves the right to cancel the contract and discontinue services with a fifteen (15) day written notices as a result of the failure of the contracted proposer to provide acceptable reports and services as delineated in the response to this document or if determined that services can be better provided by in-house or other sources.

Payment will be in full at the completion of this project and will be remitted following receipt of a detailed invoice by the Harvey County Detention Center. Under no circumstances will payments be made in advance of work performed. No payment for extra services shall be made unless services and their costs have been previously authorized in writing and approved by the County as a written change order.

9. Selection Criteria

Vendors may propose methodologies which meet the "spirit" of the listed requirements, but should note that the proposed service/product which meets all, or most closely meets, the specifications will be recommended for award within the listed selection criteria.

The selection process will be based on the responses to this Request for Proposal, and any interviews required to verify the ability of proposer to provide services/products in response to this document, along with reference checks. The criteria upon which proposals will be evaluated include, but are not limited to, the following:

1. Meeting all Request for Proposal Conditions and miscellaneous instructions as outline herein, and the clarity, completeness and comprehensiveness of the proposal.
2. Ability to perform the specified and mandatory services as reflected by technical training and education, specialized experience in providing required services, and the qualifications and experience of persons who would be assigned to perform the services as assessed by response to this document.
3. Bidding a complete package; including design, materials, site preparation, delivery, installation, labor, warranty, services, and other costs necessary to provide the end user with a fully functional, master control panel system as specified herein.

4. Proposing the services/products described herein with the most advantageous and prudent methodology to the County and the best business practice of the Harvey County Detention Center.
5. Referenceable performance of services, which will verify service levels and capability of the respondent to provide a thorough solution.
6. Price and timeline for completing the project.

No negotiations, decisions, or actions shall be initiated by any company as a result of any verbal discussion with any county employee prior to the opening of response to the Request for Proposal. Harvey County reserves the right to select, and subsequently recommend for award, the proposed services/products which best meets its required needs, quality levels, and budget constraints.

Vendors will NOT be compensated for any part of the proposal submittal process

10. Questions and Contact Information

Technical questions only, submitted in writing may be addressed to:
K.C. Kersenbrock, Harvey County Detention Captain
120 E. 7th St., PO Box 687
Newton, KS 67114
Phone: (316)284-6959 Email: kkersenbrock@harveycounty.com

Questions regarding the purchasing process may be addressed to:
Daniel Bronson, Assistant Administrator/Director of Finance
800 N. Main St., PO Box 687
Newton, KS 67114
Phone: (316)284-6806 Email: finance@harveycounty.com

11. Tentative Timeline

The following dates are provided for informational purposes and are subject to change without notice.
July 3, 2017 – Distribution of Request for Proposal
July 28, 2017 – Proposal Due Date
July 31, 2017 – Bid Opening and possible Board of County Commission Approval

12. General Requirements

This section lists the criteria to be considered in evaluating the ability of firms interested in providing the services specified. The successful vendor will:

- Provide the most economical solution to completely satisfy the objectives in Section 2.
- Be familiar with the local conditions and requirements under which this Master Control Panel System must perform.
- Possess the resources, hardware, and personnel necessary to provide an efficient and successful Master Control Panel System.
- Have a minimum of two (2) years experience consulting and installing master control panel systems in jails, prisons, and detention centers.
- Be responsible for all federal and state licensing, certification requirements, and any required permits, as applicable.

13. Mandatory Requirements

The County desires the best service available. The following requirements of the bid are provided to assist vendors in understanding the objectives of the County and submitting a thorough response. Bids received must reflect in detail their inclusion and the degree provided. Vendors may propose methodologies/alternatives which meet the "spirit" of the listed requirements, but should note that the proposed methodology/alternative which meets all, or most closely meets the requirements will be recommended for award within the listed selection criteria. The successful vendor will:

- Provide a project plan for the implementation of the project.
- Include a detailed timetable indicating the length of time required to complete the project. The timeline will commence at the time of award and end when installation is complete and the system is fully operational.
- Provide a single point of contact for the duration of the project to work with the Harvey County Detention Center staff throughout the process to insure a successful project and to tailor the system to Harvey County's needs.
- Provide maintenance, installation and service manuals covering equipment being provided. This should include printed specifications, which fully describe all elements of equipment.
- Indicate any specific maintenance criteria of the equipment bid.
- Provide a detailed warranty plan and any costs associated for equipment bid.
- Describe the process for all maintenance and repairs that will be handled under warranty.
- Identify any annual maintenance or recurring maintenance costs.
- In consideration of the security aspect of the Harvey County Detention Center, the County reserves the right to observe the vendor's operations and inspect assigned work areas. The successful vendor will agree to provide the names of employees assigned to work on this project, for the purpose of a criminal background check at the discretion of Harvey County.

14. Harvey County's Responsibility

The County will provide adequate ingress and egress, including reasonable use of existing corridors, passageways, driveways, loading platforms, and designated storage space. The vendor personnel will be allowed to park in an area to be designated by the facility.

The County will designate representatives with respect to the services to be performed under the contract. Such person(s) shall have the authority to transmit instructions, receive information, interpret and define local policy and decisions pertaining to the services being provided.

15. Request for Proposal Conditions

By submitting a response to this Request for Proposal, vendors hereby understand the following:

- Harvey County reserves the right to reject any and/or all bids and responses to these and/or related documents, to accept any item(s) in the bids, to waive any irregularity in the bids, and further if determined to be non-responsive in any form, or if determined to be in the best interest of Harvey County.
- All project participants, consultants, engineers, and contractors, must comply with all applicable Federal, State and County laws pertaining to contracts entered into by governmental agencies, including non-discriminating employment.
- Prices MUST be free of federal, state, and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the bid.
- All items furnished, if applicable, must be the best of their respective kinds, and will be free from defects in material and workmanship. Items will be subject to County inspection and approval at any time within 30 days after delivery. If a substitution is made, it will be the decision of a Harvey County representative to determine if it is of equal quality. Items furnished must be manufactured in compliance with all existing legal or governmental directives.
- The Bidder agrees to comply with K.S.A. 44-1030.
 - a. The contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin or ancestry;
 - b. In all solicitations or advertisements for employees, the contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the commission;
 - c. If the contractor fails to comply with the manner in which the contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency;

- d. If the contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and
- e. The contractor shall include the provisions of subsections (a) through (d) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
- Harvey County will not be responsible for any expenses incurred by any vendor in the development of a response to this Request for Proposal including any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to Harvey County and/or its representatives. Further, Harvey County will reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended vendor even if the Board of County Commissioners has formally accepted a recommendation.
- Harvey County will issue a purchase order/contract for the acquisition of products/services specified as a result of an award made in reference to this document. Contract documents will be subject to any regulations governed by the laws of the State of Kansas and any local resolutions specifically applicable to the purchase.

**BID RESPONSE FORM
17-009**

Master Control Panel System Replacement for Harvey County Detention Center

The undersigned, on behalf of the bidder, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation making a proposal on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the proposal is entered; (4) they have read the complete Request for Proposal and understand all provisions; (5) if accepted by the County, this bid is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted bid will be their responsibility.

FIRM NAME _____

CONTACT _____

ADDRESS _____ CITY/STATE _____ ZIP _____

PHONE _____ FAX _____

TAX PAYER I.D. NUMBER _____

COMPANY WEB SITE ADDRESS _____

E-MAIL _____

Total Cost (detailed cost listing must also be provided) _____

Timeline for Completion _____

In submitting a response to this document, vendor acknowledges acceptance of all sections of the entire document and has clearly delineated and detailed any exceptions, and acknowledges participating in the mandatory site visit.

Signature _____ Title _____

Your response must include all pages of this document.