

**RFP Number**  
**40-10**  
**A Request for Proposal for the**  
**County of Spartanburg, South Carolina**  
**March 4, 2010**

**Sealed Proposals** must be delivered to the Office of Purchasing address below or mailed to the mailing address below. Facsimile and other electronic forms of Proposal will not be accepted. All sealed Proposals must be received by 2:00pm, EST, April 8, 2010, and then will be publicly opened. Sealed Proposals are subject to the conditions and all provisions set forth herein and attached. All qualified Proposer's are invited to submit Proposals to Spartanburg County for the following:

**SPARTANBURG COUNTY DETENTION SECURITY  
CONTROL SYSTEM RENOVATIONS**

**Mandatory Pre-Proposal conference will be held March 18, 2010  
At 10:00am at the Spartanburg County Detention Facility Flagpoles  
950 California Avenue, Spartanburg, SC 29303**

- Submit:** One (1) unbound original and three (3) unbound copies of the Proposal, no tabs, must be received on or before 2:00pm, EST, April 8, 2010.
- Address To:** Spartanburg County Government  
Office of Purchasing  
Room 1220  
Attention: Mike Emory, Director of Purchasing
- Mailing Address:** P.O. Box 5666  
Spartanburg, South Carolina 29304
- Office Address:** 366 North Church Street  
Room1220  
Spartanburg, South Carolina 29303
- Mark Envelope:** Outside of sealed Proposal envelope must be marked:  
RFP # 40-10 "SPARTANBURG COUNTY DETENTION SECURITY  
CONTROL SYSTEM RENOVATIONS"  
Followed by your firm name and address.

**Deadline Enforced**

**Proposals or withdrawal requests, delivered after the time and date set for receipt of Proposals, are late and will NOT be accepted. Late Proposals will be void and returned unopened to the Proposer, regardless of when they were mailed or delivered. It is the Proposer's responsibility to ensure timely delivery of a Proposal.**

**INSTRUCTIONS TO PROPOSERS**

1. Enter Proposer's name on any specifications or descriptive papers submitted with this Proposal.
2. Show trade name or brand of any article included in the specifications.
3. When required, furnish samples, free of expense, prior to the Proposal opening. Label each sample with Proposer's name and the item number. Should you wish samples returned, at your expense, when not destroyed in tests, make request for return within 60 days following Proposal opening.
4. Proposals must be submitted on this form. Proposals made otherwise will be subject to rejection. Proposal is to include all taxes, including SC state sales tax, and costs of transportation to the required destination.

**CONDITIONS**

1. The County (Agency/Institution) reserves the right to reject any and all Proposals, and to waive all technicalities.
2. Unit prices will govern over extended prices, unless otherwise stated in notice.
3. In case of default by Proposer, the County reserves the right to purchase any or all items in default on the open market, and charge the Proposer with any excessive costs.
4. All materials and products offered must be guaranteed to meet the requirements of the specifications indicated, given or referred to.
5. Prices proposed must be based upon payment in thirty days.
6. The right is reserved, in case of tie bids, to make award as considered being most advantageous to County.
7. The right is reserved to reject any Proposal in which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended.
8. Unless otherwise indicated by County (Agency/Institution) prices must be firm.

**PROPOSAL FOR RFP # 40-10 SPARTANBURG COUNTY DETENTION SECURITY CONTROL SYSTEM RENOVATIONS**

Proposer has examined copies of all Proposal Documents, the Advertisement for Proposals, and of the following Addenda (receipt of which is hereby acknowledged):

**Addenda Number:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Addenda Number:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**LUMP SUM PROPOSAL PRICE:** \$ \_\_\_\_\_

**VOLUNTARY ALTERNATE PRICE:** \$ \_\_\_\_\_

In compliance with invitation, and subject to all conditions, thereof, the undersigned offers and agrees, if purchase order issued by April 22, 2010, 5:00pm, to furnish all items for base Proposal and all Proposal options, at the prices as set forth above, Within \_\_\_\_\_ days after fax receipt of purchase order.

By: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone / Email: \_\_\_\_\_

## Introduction

Any offer submitted as a result of this Request for Proposal (RFP) shall be binding on the Proposer for sixty (60) calendar days following the specified opening date. Any Proposal for which the Proposer specifies a shorter acceptance period will be rejected. At the end of the 60-day period, Proposals may be withdrawn at the written request of the Proposer. If not withdrawn within five days subsequent to the sixty-day period, the Proposal shall remain in effect until an award is made or the solicitation is cancelled.

This RFP provides basic information regarding the County's requirements. Services which are not specifically requested in this RFP, but which are necessary to provide the functional capabilities proposed, shall be included in this submittal.

The words "Contractor", "Vendor", "Offeror", "Consultant", "Bidder", and "Proposer", are used interchangeably throughout this RFP to define the companies submitting proposals.

If the Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify the County of such error, in writing, and request modification or clarification of the document. The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the RFP or it shall be deemed waived.

The County reserves the right to reject any and all Proposals; to waive any informality or irregularity not affected by law; to evaluate, in its absolute discretion, the Proposals submitted; and to award the contract based on the established criteria and according to the Proposal which best serves the interests of the County.

This RFP is being issued by Spartanburg County Government, Department of Purchasing. Direct all questions or requests for clarification of this RFP, in writing, to: Mike Emory, Purchasing Director, at choice of addresses listed on Notice of RFP Page 1. Proposers are specifically directed not to contact any other County personnel for meetings, conferences, or technical discussions related to this RFP. Failure to adhere to this policy may be grounds for rejection of Proposals.

Proposers are cautioned that any statements made by County staff persons, who may materially change any portion of the Proposal document, shall not be relied upon unless they are subsequently ratified by a formal written addenda to the Proposal document. Any revisions to this RFP will be issued and distributed as an addenda.

Proposers who are aggrieved in connection with the solicitation or award of contract may protest in accord with Spartanburg County Procurement Regulations. Protests shall be submitted in writing to the Procurement Director.

A Proposal received by Spartanburg County is considered a public document under provisions of the South Carolina Freedom of Information Act (FOIA) unless it contains information that may clearly be considered accepted and excluded from disclosure according to State statute. All information that is to be considered confidential and/or proprietary must clearly be identified, and each page containing confidential and/or proprietary information, in whole or in part, must be stamped as **CONFIDENTIAL**, in bold font of at least 12-point type, in the upper right hand corner of the page.

## **General Terms and Conditions**

***Purchasing Regulations:*** This solicitation is subject to the provisions of the Spartanburg County Government's Purchasing Regulations and any revisions thereto. A copy of Purchasing Regulations may be obtained by contacting the Department of Purchasing (864) 596-2519. Spartanburg County reserves the right to negotiate and contract with any individual firm deemed suitable to provide the services required. At the County's discretion, one or more firms may be engaged for this work.

***Applicable Laws and Compliance:*** This solicitation and any resulting contract shall be governed in all respects by the laws of the State of South Carolina. The Proposer shall comply with applicable federal, State, and local laws and regulations. By submitting this proposal, the vendor certifies it is currently and will remain in compliance with:

The Federal Civil Rights Act of 1964, as amended;  
The Federal Immigration Reform and Control Act of 1986;  
The Americans with Disabilities Act

***Public Record:*** Upon award, copies of the Proposals will be made available for public inspection, under the supervision of County Purchasing Department staff, from 8:30 a.m. until 5:00 p.m., Monday through Friday, at 366 N. Church Street, Room 1220, Spartanburg, South Carolina.

***Debarment Status:*** By submitting a Proposal, Proposers assert that they are not currently debarred from proposing on contracts by any agency of the State of South Carolina, nor are they an agency of any person or entity currently debarred from submitting Proposals on contracts by an agency of the State of South Carolina.

***Payment Terms and Invoices:*** Prices proposed must be based upon payment in thirty days. After invoice or owner accepted delivery of goods and services, whichever occurs last. Partial payment requests are to be submitted on the AIA Document G703. Invoices must show the contract or purchase order number assigned by the Spartanburg County Purchasing Department and shall be submitted by the Proposer to Spartanburg County Facilities by email (batkins@spartanburgcounty.org).

***Proposer Qualification:*** The Spartanburg County Government may make such reasonable investigations, including inspections of the Proposer's physical plant, as deemed proper and necessary to determine the ability of the Proposer to perform stipulated contract work and the Proposer shall furnish the Spartanburg County Government all such information and data for this purpose as may be requested.

***Assignment of Contract:*** A contract shall not be assignable by the Proposer in whole or in part without the written consent of the Spartanburg County Government.

***Changes to the Contract:*** By written notice to the Proposer, Spartanburg County Government may, from time to time, make changes within the general scope of the contract. The Proposer shall promptly comply with such written notice. Any such notice which causes an increase or decrease in the Proposer's cost of performance shall be redressed through a negotiated, equitable adjustment in the payment rate, and the terms of the contract shall be modified accordingly.

***Entire Contract:*** The entire contract entered into by the Spartanburg County Government and the Proposer shall consist of this Request for Proposal, any addendum issues, and the Proposal submitted by the Proposer. Collectively these materials shall comprise the Contract Documents.

***Default:*** In case of failure to deliver services in accordance with the contract terms and conditions, Spartanburg County Government, after written notice, may procure services from other sources and hold the Proposer responsible for any resulting additional expense.

***Termination of Contract:*** The performance of work, under the contract, may be terminated by the County, in whole or in part, whenever the County determines that termination is in the County's best interest. Unless otherwise noted in this solicitation, any agreement entered into as a result of this solicitation may be terminated by the County without penalty upon thirty (30) days notice, in writing, prior to the effective date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

The performance of work under the contract may be terminated by the County in whole or in part whenever the County determines, in its sole discretion that the selected Proposer is not performing as set out in the Proposal. Any such determination shall be effected by the delivery to the Proposer of a written notice of termination at least seven (7) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

After receipt of a notice of termination, except as otherwise directed, the selected Proposer shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further order or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendor and subcontracts; and settle all outstanding liabilities and claims.

***Indemnification:*** The selected Proposer covenants to save, defend, keep harmless, and indemnify the County and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and costs, including court costs, attorney's fees, charges, liability, and exposure, however caused, resulting from, arising out of, or in any way connected to the selected Proposer's negligent performance or nonperformance of the terms of the contract.

**Insurance:** The Proposer shall procure and maintain during the life of the contract, Insurance Coverage for not less than any limits of liability shown below and shall include contractual liability insurance as applicable to the vendor's obligations, with a carrier authorized to conduct business in the State of South Carolina.

All coverage shall be primary and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to limits of the insurer's liability. Original endorsements, signed by a person authorized to bind coverage on its behalf shall be furnished to the County by the successful Proposer.

- A. Commercial General Liability: The Proposer shall maintain insurance for protection against all claims arising from injury to person or persons and against all claims resulting from damage to any property due to any act or omission of the Proposer, his agents, or employees in the operation of the work or the execution of this contract.

Bodily Injury (Injury or Accidental Death) and Property Damage      \$1,000,000  
per occurrence

- B. Comprehensive Automobile Liability: The Proposer shall maintain Automobile Liability Insurance for protection against all claims arising from the use of vehicles, rented vehicles, or any other vehicle in the prosecution of the work included in this contract. Such insurance shall cover the use of automobiles and trucks on and off site of the project. The minimum amounts of Automobile Liability Insurance shall be as follows:

Bodily Injury (Injury or Accidental Death) and Property Damage      \$1,000,000  
Combined Single Limit

- C. Worker's Compensation: The Proposer shall maintain Worker's Compensation Insurance within statutory limits for all employees who are in any way connected with the performance of work under this agreement. Such insurance shall comply with all applicable State laws.

- D. Professional Liability Insurance: If providing a professional service, the Proposer shall maintain Professional Liability Insurance to cover errors, acts of omission by the Proposer, its agents and representatives in the performance of obligations.

Professional Liability Insurance      \$1,000,000 per occurrence

- E. Employers Liability Insurance      \$500,000 each accident  
\$500,000 disease, each employee  
\$500,000 disease policy limit

- F. Umbrella Policy:      \$5,000,000

Proposers must provide the County with a Certificate of Insurance showing proof of insurance as is acceptable to the County. Proposer and/or its insurers are responsible for payment of any liability arising out of Workers' Compensation, unemployment or employee benefits offered to its employees.

Insurance is to be placed with insurers licensed to operate in the State of South Carolina by the South Carolina Department of Insurance unless otherwise accepted by the County. Insurance should be placed with insurers possessing a current A.M. Best's rating of not less than A: VIII.

Workers' Compensation policies are to be endorsed to include a waiver of subrogation in favor of the County, its officers, officials, employees and agents.

For Automobile and General Liability insurance, the successful Proposers shall name the County, its officers, officials, employees and agents as Additional Insured with respect to liability arising from the performance of work contained in this proposal. All insurance policy requirements shall contain a provision that coverage afforded under the policies will not be cancelled unless and until a thirty (30) day prior written notice has been provided the County. Should Proposer cease to have insurance as required during any time, all work of Proposer pursuant to this agreement shall likewise stop until insurance acceptable to the County is secured.

The Proposer must agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, or self-insured retention.

The Proposer shall agree to cause each subcontractor employed by Proposer to purchase and maintain insurance of the type specified herein, unless the Proposer's insurance provides coverage on behalf of the subcontractor. Evidence of subcontractor insurance shall be made available to the County upon request of the County.

***Independent Consultant:*** The selected Proposer shall be legally considered an independent consultant and neither the Proposer nor its employees shall, under any circumstances, be considered employees of the County; and the County shall at no time be legally responsible for any negligence or other wrong doing by the Proposer or its employees. The County shall not withhold from the contract payment to the Proposer any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Proposer. Further, the County shall not provide to the Proposer any insurance coverage or other benefits, including Worker's Compensation.

***Audit:*** The Proposer hereby agrees to retain all books, records, and other documents relative to this engagement for five (5) years after final payment for services. Spartanburg County Government, its authorized agents, and agents of the State and federal government shall have full access to documents and the right to examine any materials during the said period.

***Fraud Policy:*** Proposers submitting Proposals to Spartanburg County Government must review the County's policy related to fraudulent activities and acknowledge their responsibilities for protection against acts of fraud in the conduct of business.

***Additional Information:*** Spartanburg County Government reserves the right to seek clarification of information, request information deemed missing from the Proposal, or request additional information as may be deemed necessary or desirable.

***Proposer Obligation:*** In submitting a Proposal, the Proposer covenants that he/she has satisfied him/herself of the conditions to be met in this solicitation, that he/she is fully aware of obligations contained herein, and that he/she will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

***Availability of Funds:*** By signing this Proposal, the Proposer agrees that the Spartanburg County Government shall be bound only to the extent funds are available and appropriated by the duly elected body of Spartanburg County for the purpose of any resultant contract.

***Notice of State Sales Tax:*** Failure to include all service costs, including any applicable South Carolina State sales tax will result in the disqualification of the Proposer.

**The Spartanburg County Council reserves the right to accept or reject any or all Proposals, parts thereof, and to waive any technicality when the best interest of the County shall be served.**

# Spartanburg County

## Proposer's Fraud Acknowledgement Form

<b>RFP No:</b>
<b>Proposal Name:</b>
<b>Proposer Information:</b>
Contractor: _____
Address: _____
City, State, Zip: _____
Contact: _____
Telephone: _____
Email: _____

The signature below acknowledges that I am aware of and have read the Spartanburg County Fraud Policy adopted by Spartanburg County Council on July 18, 2005. As a Proposer engaged in a business relationship with Spartanburg County, I understand that I am responsible for aiding in the protection against fraudulent acts (which are defined in the Fraud Policy) by complying with all aspects of the Fraud Policy.

\_\_\_\_\_  
Proposer's Signature

\_\_\_\_\_  
Date Signed

Copies of Spartanburg County's Fraud Policy can be obtained as follows:

1. Spartanburg County's website at [www.spartanburgcounty.org](http://www.spartanburgcounty.org) under the link to Auditor/Internal.
2. Request a copy from the Internal Auditor at 596-3538.

**WHEREAS**, Spartanburg County is often required to contract or retain independent contractors and vendors to perform maintenance, repair, construction and demolition services for or on behalf of the County for the public good, welfare and safety; and

**WHEREAS**, when independent contractors and vendors undertake to provide such work and services for the County, the risk of liability for accidents and incidents involving county personnel and property as well as private citizens and property may arise as a result of the activities of such independent contractors and vendors and their agents and employees; and

**WHEREAS**, to protect the County employees and County property as well as private citizens and private property from loss that may occur from the activities of independent contractors and vendors, the County has determined that all such independent contractors and vendors should be properly insured and/or bonded and should warrant their compliance with OSHA and other applicable safety standards.

**NOW THEREFORE**, to establish eligibility for contracting with the County or to qualify for the performance of certain work or services for or on behalf of the County, the undersigned independent contractor or vendor, agrees, affirms and warrants as follows:

1. That the undersigned independent contractor or vendor warrants and affirms that it shall comply with OSHA and other applicable safety standards for any work or services that may be performed by the employees of the independent contractor or vendor during the course of work or services for the County.
2. That the undersigned independent contractor or vendor warrants that it is properly bonded and/or maintains adequate liability insurance to cover any and all damages, losses, claims or costs, whether involving County personnel or property, private parties, private property or businesses, that arise or may arise, in whole or in part, from any work, services or activities performed by the independent contractor or vendor for the County.
3. That the undersigned independent contractor or vendor warrants and affirms that it maintains adequate workers compensation insurance to cover any and all damages, losses, claims by any employee that may arise or occur during the course of any work, services or activities by the independent contractor or vendor.
4. Notwithstanding any other provision or agreement, the undersigned independent contractor or vendor indemnifies and holds Spartanburg County harmless from any and all claims, damages, losses or costs that arise or may arise, in whole or in part, from any work, services or activities performed by the independent contractor or vendor during the course of any construction, maintenance, repair or service of County facilities, buildings, property and equipment including demolition and removal of unsafe structures.

**INDEPENDENT CONTRACTOR/ PROPOSER**

By: *X*

Date:

Its:

For Company Name:

Address:

Telephone:

Facsimile:

**INSTRUCTIONS:** County departments should have this form signed by each independent contractor and Proposer before awarding any contract or before commencement of work. The original should be kept on file or delivered to the Risk Manager.

## **Scope of Work/Services Provided:**

The awarded Proposer shall perform and carry out in a good, clean, and professional manner, those services necessary to complete the SPARTANBURG COUNTY DETENTION SECURITY CONTROL SYSTEM RENOVATIONS. At a minimum, this work shall include:

- Proposer Installation Requirements:

This job is a design/build project. Proposer is responsible to investigate site conditions and notify Spartanburg County through the Exclusion / Addenda / Prior Approval process of any items that need clarification. Proposals will include all items necessary to complete job at no additional cost to Spartanburg County.

It is the Proposer's responsibility to insure that the proposed Detention Security Control System Renovation is in full compliance with all Federal, State, County, Correctional, SCDC, ADA, and any other governing jurisdiction building, fire, safety or other codes. Proposed Detention Security Control System Renovation is to have all components and features required by the previous governing jurisdictions including fire system interlocks, safety intercoms, scream alarms, paging, and duress features.

Proposer is responsible for all documentation, applications, purchasing any business licenses, and purchasing any permits required by the previous entities. The Spartanburg County Detention Facility is located in the County of Spartanburg and Proposer is responsible for meeting all fire and building codes, securing all business licenses and permits, and providing all County required documentation. Spartanburg County Building Codes can be contacted at 864-596-2727. Spartanburg County Fire Marshall can be contacted at 864-595-5335.

Proposal is to be single price, complete turnkey, lump sum that includes all door controls, intercoms, control wiring, control panels, electrical wiring, millwork, furniture, taxes, removal and disposal of unnecessary items, cutting, welding, labor, materials, and any other items necessary to install specified DETENTION SECURITY CONTROL SYSTEM RENOVATIONS at no additional cost to Spartanburg County.

All work shall be completed in accordance with Federal, State, and Spartanburg County safety regulations. Spartanburg County Risk Manager can be contacted at [tbooker@spartanburgcounty.org](mailto:tbooker@spartanburgcounty.org).

Proposer is required to protect building and contents during construction and maintain a safe and weather tight interior at all times during the construction process.

After award of purchase order, any changes that result in additional cost to Spartanburg County must be submitted in writing to [batkins@spartanburgcounty.org](mailto:batkins@spartanburgcounty.org) for prior written approval. Do not proceed with job until purchase order is in hand, and do not proceed with any changes until written notification to proceed is in hand. After award of purchase order, jobsite access will be coordinated with Spartanburg County Facilities – Facilities Superintendent JJ Wofford at [jwofford@spartanburgcounty.org](mailto:jwofford@spartanburgcounty.org).

In the unlikely event asbestos is found, notify Spartanburg County Facilities immediately.

Retainage will be held at 10% until all items in liquidated damages have been completed.

Construction drawings can be found at:

Imaging Technologies 7092 Howard Street, Suite K Spartanburg 29303  
Don Wardlaw or Susan Wilson 864-585-8388  
Spartanburg County negotiated price of \$0.25 per square foot for black and white prints

Drawings can be previewed at Imaging Technologies Plan Well service at:

[https://order.e-arc.com/arcEOC/PWELL\\_Main.asp?mem=157](https://order.e-arc.com/arcEOC/PWELL_Main.asp?mem=157)

Use the Guest Access Section

Project Number:

Detention Facility 1992 = ITRO\_detention\_1992  
Detention Facility 2009 = ITRO\_detention\_2009  
Spartanburg County RFP 40-10 = ITRO\_RFP40-10

Password: scf

RFP 40-10 is the project prints A-1 and A-2. The other drawings are the original drawings and may be helpful to you. Over the past few years, there have been inaccuracies found in the drawings and no guarantees are made of the accuracy of the drawings. Field verification is required.

- Security Control System:

The following is a base specification to establish a minimum level of quality. Competition is encouraged and other manufacturers can be proposed if submitted for prior approval and approved by Spartanburg County. To submit another brand for prior approval email [memory@spartanburgcounty.org](mailto:memory@spartanburgcounty.org) a letter detailing any differences between the submitted unit and the specified unit, give two owner references that have operated the submitted unit for at least two years, within 200 miles of Spartanburg, with current contact information. The prior approval process deadlines are detailed in the section Exclusion / Addendum / Prior Approval Process.

Provide the replacement and upgrade of Detention Security Controls for cell doors, hall doors, exterior doors, intercom, lights, receptacles, three exterior gates, and perimeter alarm system. Each pod control desk, and the booking control desk, will have complete control of the doors, intercom, lights, cameras, and receptacles in its area only. The Central Control desk will have override capability over all other control desks and will have control ability for all components in the control system.

It is expected that some existing communication and electrical wiring can be reused; however, it is the contractor's responsibility to determine through testing that the existing wiring will function as needed. Provide all new electrical wiring and communication wiring required to make the DETENTION SECURITY CONTROL SYSTEM RENOVATIONS fully functional. All new exterior wiring, exposed to the elements, will be installed in rigid conduit, not EMT. Interior communication wiring will be CAT 6 and there will be no exposed communication or power wiring below the ceiling. Remove unneeded

communication wiring from the initial 1994 installation. The Facility will stay functional at all times. The Central Control room will continue to have three monitoring locations: hallway, lobby, and emergency. A temporary work surface may be used in the control room during installation transition for the new monitors if needed.

The PLC shall be manufactured by Omron, the programming software will be by Wonderware, and the touch screen monitors in central control and booking will be by ELO. Provide 30 minute UPS capability to entire system to protect from power outage.

All computers will be programmed with Wonderware software using building graphics for touch and/or point and click technology for operations of controls. Control system will include owner controllable audible, visual, or both audible and visual indications for a perimeter or unauthorized door attempt, cell door left open, duress, or other events. Program will allow for click and go to any pod or Detention area and also click and go zoom in on individual cells and spaces. Program will be set to allow screen within a screen for the monitoring of cameras.

System is to have built in capacity to handle points for six future pods (each future pod will match the pod 1-4 and 6 control desk points). Provide at least one keyboard and one mouse for each monitor provided.

The proposer needs to field verify items and submit count of the following to support their design and function:

**Central Control desk equipment:**

3 (three) 32" Touch screen monitors  
Power supply with surge protection and 30 minute UPS  
Emergency Monitor will be mounted on the wall in the same location, replacing the current panel with a metal bracket the will be mounted stationary to prevent movement and tilting.

**Central Control desk points:**

All pod points  
1 Kohler Generator status monitors point  
1 Sewer Grinder Power status monitors point.  
63 Intercom stations  
45 Doors  
1 Light Control for all main halls  
22 Smoke monitor points  
12 Fire monitor points  
3 Intrusion monitor points  
6 Power controls  
6 Phone controls  
6 Receptacle controls  
1 Generator monitor point

**Booking Control desk equipment:**

22" Touchscreen monitor  
Power supply with surge protection and 30 minute UPS  
Intercom Amps

**Booking Control desk points:**

6 Intercom stations including Dress In and Dress out Area  
7 Doors  
1 Light Control  
1 Power control  
2 Phone controls  
2 Receptacle controls  
1 duress alarm

**Pod 1-4 and 6 Control desk equipment:**

22" HP flat screen monitor  
Power supply with surge protection and 30 minute UPS  
Intercom Amps

**Pod 1-4 and 6 Control desk points:**

2 Janitor doors  
48 Cell doors  
48 Intercom Stations  
4 Lighting Controls  
1 Receptacle control  
1 phone control  
1 duress alarm  
1 Group Cell Door Control to be functional only during fire alarm conditions and with redundant request of authorization i.e. "Are You Sure?"

**Pod Five Control desk equipment:**

22" HP flat screen monitor  
Power supply with surge protection and 30 minute UPS  
Intercom Amps

### **Pod Five Control desk points:**

- 2 Janitor doors
- 48 Cell doors
- 7 Additional door controls
- 48 Intercom Stations
- 12 Lighting Controls
- 3 Receptacle control
- 3 phone control
- 1 duress alarm
- 1 Group Cell Door Control to be functional only during fire alarm conditions and with redundant request of authorization i.e. "Are You Sure?"

All programming, graphics, sequence of operation, and preliminary screen submittals will be submitted 4 weeks after award of purchase order and will be reviewed by the Detention Facility Warden. The main screen of the hallway side is required to functionally see the entire building outline/layout at one time. Changes will be made, as requested by the Warden, prior to installation. Program will include time delay schedule for all doors to take into account how long it takes for the sliders to open fully. There will be four meetings prior to the installation commencement: Design meeting, revamping design meeting, screen view presentation meeting (paper), and a demonstration meeting. A preconstruction meeting will need to be arranged with [jwofford@spartanburgcounty.org](mailto:jwofford@spartanburgcounty.org) before construction begins.

Proposer will schedule to do (1) one POD at a time. The PODS will be under lock and key during this process with Spartanburg County providing the extra staff to allow the POD to function. Submit project schedule of how long each pod will take, and how long the entire project will take.

An override capability is required to allow opening of multiple doors at the same time. The main control system must have password capabilities to activate or deactivate an override. Personnel with password capability must be able to set time limits for overrides, for example 5 minutes and up. At the end of the time limit the system will alert the main control officer on the monitor.

Upon completion of job, release to owner program, operating disks, engineering disks, programming, software, program passwords, control panel passwords, PLC passwords. Proposer shall include the hardware, software and programming time necessary to provide all alarms, unit status points to the BACnet based integration control system. Proposer shall include with their proposal the lists of points available for monitoring only in the BACnet protocols. Within the first six months of operation, the Proposer will provide (2) two follow-up meetings to modify simple changes to the programs. The first is to be within 45 days of operation.

Hallway and Lobby stations, on plan A-1, will be mill worked Formica laminated work surface corner to corner, 1" thick, rolled open edges, and assembled with screws and angle braces. As shown on A-1, provide metal 28" high file pedestals (Winsted, Emcor Steelcase, or equivalent) mounted below the right end of the work surface. Gap between work surface and top of cabinet will be boxed in with laminate millwork. Touch screen monitor will be laid down on work surface at an angle to allow the screen to lay down as much as possible but not to be higher than the windowsill of the control room.

Pod and Booking control stations are to have control desks modified to accept new equipment.

For all stations, any holes left from removal of old equipment will be patched with a similar material. Only holes and grommets that are required for the new equipment shall be provided as needed. All wires below work surfaces will be in a chase until terminated or into the raised flooring. All measurements need to be field confirmed by proposer and field modified to fit proposer's particular equipment.

The following are, listed alphabetically, local contractors Facilities has used and are available to quote to proposer if desired, or proposer can pick their own contractor for the millwork. Jonathan Homes, Leonard Griffin, 864-505-3515; Sound Construction, Michael Bolton, 908-625-4282; W.E. Baker, Jesse Baker, 803-924-1522.

#### Voluntary Alternate:

If desired, Proposer may provide a voluntary alternate price and submittal to provide new Pelco or Vicon color cameras that shall include a zoom feature for the cell and exterior locations. Exterior cameras will also include pan, tilt, and motion sensor capabilities. Recording of new cameras will also be required up to 24 cameras. Any required panels, monitors, or head end controls should include a 20% expansion capability. See print A-2 for camera locations for alternate. The exterior cameras will be viewed by the lobby station. The new interior cameras will be viewed by the hallway station. Current camera monitors may be reused, relocating so each side of the control room has the same ability to function both stations if and when required. A new hybrid headend with 20% expansion capability will be required. The recorded capacity needs to last 90 days worth of recording. There needs to be the ability to view up to 32 interior cameras at one time and 11 exterior cameras at one time. The monitors provided will accommodate this with not less than 24 sq. inches for each camera viewed.

Include additional cables for the Spartanburg County IT department. Run CAT-6 plenum rated cables parallel to the camera communication cables from cameras INTR-1,6,7,8,10,11,14, and 17 individually back to the central control room. This will result in eight (8) additional cables for IT that will not be used by the proposer for their security system. Each CAT-6 plenum rated cable is to be left with a 20' service loop in the central control room.

The Proposer needs to provide a submittal on the voluntary alternate with their price.

#### Demolition:

Provide demolition, removal, hauling, and disposal, at no additional cost to Spartanburg County, of existing materials not needed for new installation. Demolition items are to be removed from building to contractor provided containers or trucks, and are to be hauled and disposed of at a legally recognized public dump at no additional cost to Spartanburg County. The Spartanburg County Landfill cannot accept asbestos. The placement of waste containers/trucks must be coordinated with Spartanburg County Facilities staff prior to placement. Any holes left from demolition to be patched with a visually matching material.

Prior to beginning job, inspect site for holes in fire walls above the ceiling in work area. If any holes are found notify Spartanburg County Facilities. At the completion of a job all penetrations need to be repaired and all ceiling tiles put back into place in accordance with the governing City or County Building Codes requirements.

Any damage that occurs during the job should be referred immediately to Spartanburg County Facilities.

- Installation Operation and Maintenance Manuals:

Provide Blake Atkins (864-596-2029) five sets of Installation Operation and Maintenance manuals for all equipment installed for this job. This is required before final payment and release of retainage.

- Liquidated Damages:

Awarded Proposer will have liquidated damages of **\$2000** per calendar day that job completion exceeds completion date on the Notice of RFP Bid sheet two. Job Completion is defined as ALL six of the following items completed: 1) Final Inspections from Building Codes delivered to Facilities, 2) Subcontractor paid in full letters delivered to Facilities, 3) Delivery to Facilities of Contractor's Letter and Contractor's Warranty, 4) Training DVD accepted by Facilities, 5) IOM manuals accepted by Facilities, 6) Access keys and/or access cards returned to Facilities.

- Roofing:

New roof penetrations and patching of any holes caused by removal of old equipment are to be patched by proposer provided GAF certified roofer.

- Training:

Provide a training DVD that is an onsite recorded video of the onsite start up, training, system operation, and maintenance requirements to maintain 2 year Contractor's warranty on all installed equipment. DVD is to be 4.75" DVD +R disks and seven (7) copies are to be provided.

**Proposal submittal documents:**

**Must be provided, in the order listed, as a Proposal package, or Proposal will be disqualified. Provide one original and three copies, all unbound, no tabs.**

1. Notice of Proposal Page 2 with Proposal prices and proposed days to complete Proposal.
2. Proposer's Fraud Acknowledgement form completed, on Notice of Proposal Page 9.
3. Loss Prevention Eligibility Requirements form completed, on Notice of Proposal Page 11.
4. Copy of current State of South Carolina general contracting license BD5.
5. Provide list of subcontractors and copy of their contracting licenses.
6. Provide letters from insurance companies listing proposer and subcontractor EMR ratings (EMR rating no greater than 1.00 required).
7. Bid bond.
8. Provide letter from bonding company stating Proposer ability to get performance/payment bond in amount of Proposal.
9. Provide submittal with equipment manufacturers and model numbers.
10. Experience as detailed in Experience section below.
11. Project schedule.
12. Voluntary alternate if desired.

**Award:**

An award shall be made to the Proposer best suited to provide the services detailed in the Scope of Services section of this solicitation. Proposal shall be awarded based on following criteria and any other information deemed relevant by the Spartanburg County Administrator shall be utilized in selecting the Proposer for final award.

- Proposal Submittal Documents:

Proposal submittal documents 1 through 11 must be included with the Proposal, or Proposal will be disqualified.

- Bonding of Proposer:

Proposer shall provide, with the Proposal, a bid bond for 5% of the total Proposal amount with Spartanburg County as the beneficiary.

The Proposer shall provide a performance/payment bond in the full amount of the Proposal With Spartanburg County as the beneficiary. This performance/payment bond shall Be required after Proposal and issuance of purchase order. Purchase order will be issued contingent on production of performance/payment bond 3 working days after fax receipt of purchase order. A Letter of Credit, made out to Spartanburg County, in the full amount of Proposal, will be an acceptable substitute. At the end of the job, all of the Proposer's subcontractors shall send a letter, on company letterhead, that they have been paid in full and Spartanburg County can release the performance/payment bond.

- Cost:

Proposal is to be a lump sum subcontract, all taxes and fees included by Proposer.

- Experience:

Proposer must have at least 20 employees to provide a Proposal and shall provide list of locations and total number of employees. List three jobs, contracted at \$400,000 or more, completed by your firm, within 500 miles of Spartanburg County, for Detention or Prison facilities rated at 300 beds or more. List dollar amount, brief description, and reference phone number for each job.

List all service centers within 200 miles of Spartanburg County that are in same company name as proposer.

- Exclusion / Addenda / Prior Approval process:

Any items that need clarification, manufacturer model prior approval, and items that are not possible to be provided are to be emailed to [memory@spartanburgcounty.org](mailto:memory@spartanburgcounty.org) prior to 8:00am April 1, 2010. Proposals are not to have any exclusions. Exclusions will come from Spartanburg County in the form of an addenda, to all mandatory pre-Proposal meeting registered bidders, on April 1, 2010. Any bids received with exclusions will not be accepted.

- Mandatory Pre-Proposal conference

MANDATORY Pre-Proposal conference is scheduled for 10:00am, March 18, 2010, meet at the Spartanburg County Detention Facility Flagpoles at 950 California Avenue, Spartanburg, SC 29303. Mandatory Pre-Proposal conference is closed at 10:10am, March 18, 2010. Anyone arriving after this will be disqualified from submitting a proposal.

At Mandatory Pre- Proposal conference, Proposer will tour the Spartanburg County Detention Facility and will be able to inspect and assess existing conditions including existing security control system and electrical power system. Follow up visits are available and encouraged. Please email [memory@spartanburgcounty.org](mailto:memory@spartanburgcounty.org) if you would like to arrange a visit for you or your subcontractors.

- Registration of Proposer:

Proposer must be registered to submit a Proposal. If not a registered Proposer (verify by calling Spartanburg County Purchasing at 864-596-2519), register online at [www.spartanburgcounty.org](http://www.spartanburgcounty.org), click on "Bids and Contracts", click on "How to Register", and click on "Vendor Registration Application." Proposal will not be accepted if Proposer is not a registered Proposer with current South Carolina and Federal tax ID numbers.

- Scheduling:

All Proposals are to provide days to complete project, on the Notice of Proposal Page Two.

- Warranty:

Contractor is to provide a letter, at the end of job that the DETENTION SECURITY CONTROL SYSTEM has been properly installed and that said installation is certified to meet warranty requirements. Warranty is to be delivered with this letter. The letter and warranty shall be received before final payment on job is given.

2 year Contractor's warranty on all Detention security control system items and components provided within this project. Warranty is to include all parts and labor at no additional cost to Spartanburg County for two years, no pro-rating of warranty. Warranty begins after final payment on job and final acceptance of materials. A response time of 6 hours to any emergency is required. Return phone call within 1 hour and be onsite within 6 hours of County call out.