

Request for Proposal: Garza-Dalby 001 Proposal Deadline: Monday April 22, 2024

Time Required: 10:00am Local Time

#### INTRODUCTION:

Garza County, hereafter called County, invites sealed proposals from interested qualified Vendors, hereinafter called Vendors, for a new security camera system and new cameras in a detention facility used to house inmates from other Texas counties experiencing overcrowding in their facilities. The following pages provide general information about the requirements and specifications for the package.

This request for proposal ("RFP") is part of a competitive procurement process which provides qualified vendors with a fair opportunity for their commodities and services to be considered, and to provide information concerning their expertise and experience in providing similar services to other customers. The RFP process provides a competitive negotiation platform, wherein price or cost is not the sole determinative factor. This process, designed to best serve the interests of the County, allows the County the flexibility to negotiate with interested, qualified Vendors (following designation by the Commissioners Court, one at a time) to arrive at a mutually agreeable relationship.

Below is a proposed schedule, Garza County reserves the right to change or extend the deadlines and dates listed below at any time:

RFP Issue Date	March 11, 2024
Mandatory Pre-Proposal Meeting	March 21, 2024
Deadline to Submit Questions	March 28, 2024
RFP proposal deadline	April 22, 2024
Committee Evaluations	TBD
Committee Recommendation to	May 6, 2024
Commissioner's Court	
Commissioner's Court Award of the Contract	May 20, 2024
Anticipated Start Date	June 1, 2024

#### MANDATORY PRE-RFP MEETING

A mandatory pre-proposal meeting will be held at 10:30 a.m. on March 21, 2024 in the conference room of the Dalby Unit at 805 N. Avenue F, Post, Texas 79356. Because this facility is a secure facility participant in the pre-proposal meeting will be subject to a security screening prior to entering this facility.

#### **QUESTIONS:**

If further information is required, please contact the Garza County Judge, The Honorable Lee Norman. All requests for information must be submitted in writing. Responses to all questions received will be sent to each vendor known to have copies of the Request for Proposal.

Requests for information may be e-mailed to lee.norman@co.garza.tx.us. All questions should be submitted on or before 5:00 pm on March 29, 2024. Questions received after said date and time will not receive a response.

Answers and clarifications which are considered to materially change the solicitation will be issued as written addenda to the original RFP and will be posted to the Garza County website at www.garzacounty.net. Vendors are responsible for ensuring all answers to questions are reviewed prior to proposal submittal and that all questions and answers are properly acknowledged within their submitted proposal response. Garza County will not be responsible for any verbal exchange between the vendor and an employee of Garza County.

# COPIES AND RECEIPT:

Please submit one (1) original, three (3) copies, and an electronic copy on USB drive of the proposal. An executed copy of the forms that are required must be included in each submission. Please note that if the enclosed forms and affidavits are not included, the response will be rejected. Garza County is exempt from all state and federal taxes. Tax exempt certificates are available upon request.

All responses should be submitted in a sealed envelope, marked on the outside:

RFP #Garza-Dalby	y 001 Facility
Company Name	

# Responses must be received by 10:00 am local time on April 22, 2024

Late proposals will be rejected and returned without being opened. The clock in the County Judge's office is the official time piece of this submission. If interested, vendors may use mail or express systems to deliver their proposal to the County Judge's Office; they should ensure that they are tendered to the carrier in plenty of time to reach the County Judge's Office by the date and time required.

Garza County shall not be responsible for failed internet connections or power interruptions.

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#### SUBMISSION LOCATION:

All proposals which are mailed, shipped, delivered, etc. should be addressed as follows:

Garza County Judge
Attention: County Judge Lee Norman
Garza County Courthouse
300 West Main
Post, Texas 79356

# DOCUMENTATION SUBMISSION:

The respondent must submit all required documentation. Failure to provide requested information may result in rejection of the proposal.

# **ALTERATION OF PROPOSAL:**

A proposal may be altered, modified or amended by a Vendor at any time, prior to the time and date set forth above as the submission deadline. Alterations, modifications or amendments to a proposal must be made in the County Judge's Office. Any interlineations, alteration or erasure made on a proposal before the submission deadline must be initialed by the signer of the proposal, guaranteeing authenticity. A proposal may not be altered, modified or amended after the submission deadline.

#### WITHDRAWAL:

A proposal may not be withdrawn or canceled by the respondent for a period of sixty (60) days following the date designated for the receipt of proposals, and Vendor so agrees upon submittal of their proposal.

# SILENCE OF SPECIFICATIONS:

The apparent silence of these specifications as to any detail of the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

# CONFIDENTIALITY:

Contents of the proposals will remain confidential until the contract is awarded. At that time the contents will be made public under the Texas Public Information Act; except for any portion of a proposal which has been clearly marked as a trade secret or proprietary data (the entire proposal may not be so marked). Vendors should understand that based on the Texas Public Information Act such a marking does not guarantee that materials will not become public, and that should a request for materials submitted by it be made to Garza County that Garza County will rely on the rulings of the Texas Attorney General's Office — Open Records Division concerning the release of such records.

Vendors are hereby notified that the Garza County strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of public information.

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# RFP PROPOSALS, AWARD, AND PROTEST DEADLINES

Proposals will be opened, and the name of the firm submitting the proposal read aloud, acknowledged, at 2:00 p.m. Monday April 22, 2024, in the County Judge's Office located in the Garza County Courthouse, 300 West Main, Post, Texas 79356. All respondents, vendors, or other interested parties are invited to attend the opening.

The RFP will be evaluated by a committee comprised of County officials, staff, and may include officials or staff members of Management & Training Corporation that are involved in the operation of the Dalby facility and who have particular expertise in assessing the camera system needs of the facility. The County reserves the right at its sole determination to include additional departments(s), employee(s), or contractor(s) in the evaluation of proposals as the County deems necessary.

Protests before award must be submitted in writing to the Garza County Judge not later than six (6) calendar days after Proposal opening, and protests after award must be submitted within ten (10) calendar days after award by Commissioners Court. The Garza County Judge shall rule on the protest in writing within ten (10) calendar days from date of receipt. Any appeal of the County Judge's decision must be made within ten (10) calendar days after receipt thereof and submitted to the Garza County Attorney, who shall present the matter for final resolution to the Commissioners Court. Appellant shall be notified of the time and place the appeal is to be heard by Commissioners Court and afforded an opportunity to present evidence in support of the appeal.

# ADDITIONAL INFORMATION AND DEMONSTRATION, NEGOTIATIONS:

Prior to award, selected Vendors may be asked to provide further information concerning their proposal, up to and including presentations/demonstrations. The Garza County Commissioners Court reserves the right to reject any and all proposals or waive formalities as deemed in the best interests of Garza County. At the discretion of Garza County, vendors may be requested to make oral presentations as part of the evaluation process. The County may also enter into discussions and revisions of proposals after submission and before award for the purpose of obtaining the best and final offer, and to accept the proposal deemed most advantageous to Garza County.

This request for proposal (RFP) is part of a competitive procurement process which is designed to best serve the interests of the County in obtaining complicated commodities and/or services. It also provides interested Vendors with a fair opportunity for their goods and services to be considered. The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor. Also, the County has the flexibility to negotiate with interested vendors (one at a time) to arrive at a mutually agreeable relationship. Negotiations will be arranged with vendors in a hierarchal order, starting with the vendor selected as the primary. If a contract cannot be negotiated, negotiations will, formally and in writing, end with that Vendor and proceed to move to the second vendor, and so forth until a contract is negotiated.

# RIGHTS OF THE CONTRACTING AUTHORITY:

Garza County reserves the right to withdraw this RFP at any time and for any reason. Garza County also has the right to terminate its selection process at any time and to reject all responses,

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or all proposals. Receipt of the proposal materials by Garza County or submission of a proposal to Garza County confers no rights upon the vendor nor obligates Garza County in any manner.

All costs associated with the preparation or submittal of proposals shall be borne by the vendor, and no cost shall be sustained by Garza County.

# **ORAL COMMITMENT:**

Vendors should clearly understand that any verbal representations made or assumed to be made during any discussions held between representatives of a vendor and any Garza County personnel or official, or by any official working at the Dalby Facility are not binding on Garza County.

#### WAIVER OF CLAIMS:

Submission of a proposal indicates Vendor's acceptance of the evaluation technique, procedure and process used by Garza County in this RFP and Vendor's recognition that some subjective judgments must be made by the County during the determination of qualification. By submitting a proposal to Garza County the Vendor agrees to waive all claims against Garza County related to the Request for Proposal process, submission evaluation, and successful vendor selection it could assert against Garza County.

#### **SELECTION CRITERIA:**

Price is a primary consideration; however, it is not the only consideration to be used in the selection. It should be understood that the security cameras and security camera system at issue will be placed into a facility which houses inmates and that security of the facility, security of the system, and reliability of the products and technology are of utmost importance to Garza County. Additionally, Garza County has committed to installing a security camera system that matches the specifications of a contractor that manages the Dalby Facility, and it is also important that the camera system matches these specifications.

The product and/or service to be provided is also of major importance. Garza County will require that the successful vendor provide a representative for all County related business, including fitting, warranty, and billing of said product and/or service.

# **ORDINANCES AND PERMITS:**

The Vendor agrees, during the performance of the work, to comply with all applicable Federal, State, or local codes, ordinances, and laws.

# **BACKGROUND CHECKS:**

The work to be performed will be performed inside of a secure facility which houses inmates from Tarrant and Harris Counties. All persons, contractors, and sub-contractors employed by the Vendor to perform the work specified herein must be able to pass a background check to the satisfaction of the Garza County Sheriff. Even without the presence of a criminal conviction involvement with organized criminal activity, i.e. gangs will cause the rejection of background check. This is necessary to ensure the safety and security of the Dalby Unit and to guard against contraband being brought into or out of the facility.

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#### **INVOICES:**

Invoices are to be mailed to Garza County Courthouse, 300 West Main, Post, Texas 79356 and should cite the applicable contract number. Any and all notices or other communications required or permitted by any contract awarded as a result of this RFP shall be served on or given to Garza County, in writing, by personal delivery to the Garza County Treasurer or by deposit with the United States Mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the Garza County Treasurer 300 West Main, Post, Texas 79356, or at such other address as may have been specified by written notice to Vendor.

#### **INSURANCE:**

The awarded Vendor will maintain such insurance that will protect the Vendor and the County from claims under the Workers' Compensation Acts, and any amendments thereof, and from any other claims for damages from personal injury, including death, which may arise from operations under this agreement, whether such operations be by themselves or by any sub-contractor, or anyone directly or indirectly employed by either of them.

Current certificates of insurance shall be furnished to Garza County and shall show all applicable coverage(s). Such coverage shall be in force throughout the term of the contract. Each insurance policy to be furnished by the successful vendor shall include, by endorsement to the policy, a statement that notice shall be given to Garza County by certified mail thirty (30) days prior to the cancellation or upon any material change in coverage. Any subcontractor must adhere to the same requirements listed above and below (with the exception of the pollution liability, if required). This is a material term of the RFP and resulting contract with the successful vendor.

# Other insurance requirements are:

-General Liability (including completed operations) with a \$1,000,000 per occurrence limit and \$2,000,000 general aggregate.

-Comprehensive automobile and truck liability insurance to include coverage of owned, hired, and non-owned vehicles with minimum limits of \$300,000.00 each occurrence for bodily injury and \$100,000.00 each occurrence for property damage. Such insurance is to include coverage for loading and unloading hazards.

Garza County will require the selected Vendor to name Garza County as an additional insured for both the general liability and auto liability. A waiver of subrogation in favor of the County is required for the workers compensation. If the additional insured status or waiver of subrogation is not on a blanket basis, please send a copy of the actual endorsements prior to commencement of any work. All insurance must be placed through an insurance carrier licensed to operate in Texas and have an AM Best Rating greater than A-VI.

# **BOND REQUIREMENTS:**

Pursuant to Texas Local Government Code § 262.032(a),(b) if the Vendor's proposal exceeds \$100,000.00 the Vendor will be required at the time the proposal is submitted to provide a Bid Bond, 5% of the base bid.

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If the Proposal exceeds \$50,000.00 the Vendor must provide a performance bond AND a labor/material payment bond in an amount equal to 100% of the total Contract amount. The Performance bond has to be provided within fifteen (15) days after the signing of a contract or the issuance of a purchase order following the acceptance of the proposal and prior to commencement of the actual work.

#### INDEMNIFICATION:

The Vendor shall defend, indemnify and save whole and harmless the County and all its officers, agents and employees from and against any and all demands, injuries (including but to not restricted to death), claims, suits, or causes of action of any character, name, kind or description brought for, or on account of, arising out of or in connection with the Vendor's performance or non-performance of any obligation of Vendor or any negligent act, intentional act, misconduct or omission of the Vendor in the performance of its contractual obligations. The Vendor shall defend, indemnify, save, and hold harmless the County and its officers, agents, representatives, contractors, and employees from and against any and all demands, claims, suits, or causes of action of any character, name, kind or description brought for, on account of, arising out of or in connection with Vendor's product or service. The successful vendor shall pay any judgment with cost which may be obtained against Garza County growing out of such injury or damages.

#### STATUS OF INDEPENDENT CONTRACTOR:

Vendor shall be considered an independent contractor, for all purposes. Vendor will not at any time, directly or indirectly, act as an agent, servant, representative or employee of the County. Vendor will not take any action which is intended to create any commitments, duties, liabilities or obligations on behalf of the County, without prior written consent of the County.

#### PARTIAL INVALIDITY:

In the event any one or more of the provisions contained in this RFP or any contract resulting therefore, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this RFP or any contract resulting therefore and this RFP or the contract resulting therefore shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

#### **CONTRACT TERMINATION:**

Non-performance of the Vendor in terms of specifications or noncompliance with terms of this RFP shall be basis for termination of the contract by the County. Non-performance may include the Vendor's failure to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal.

Termination in whole or in part, by the County may be made at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, or elsewhere under this contract,

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by giving (60) sixty days written notice to the Vendor with the understanding that all work being performed under this contract shall cease upon the date specified in such notice.

The County shall not pay for work, equipment, services or supplies which are unsatisfactory. Vendor may be given reasonable opportunity prior to termination to correct any deficiency. This, however, shall in no way be construed as negating the basis for termination for non-performance. The right to terminate the notice thereof is controlled by these proposal specifications and is not subject to being altered by contract.

Either party may terminate this contract with sixty (60) days written notice prior to either party stating cancellation. The successful Vendor must state therein the reasons for such cancellation. Prior written notice must be delivered in person or sent by registered or certified mail, return receipt requested, proper postage paid, and properly addressed to:

Garza County Judge Attention: Lee Norman Garza County Courthouse 300 West Main Post, Texas 79356

#### LAW GOVERNING:

The parties under contract shall be subject to all Federal laws and regulations, and all rules and regulations of the State of Texas. The laws of the State of Texas shall govern the interpretation and application of the contract; regardless of where any disagreement over its terms should arise or any case of action arise. Vendor agrees to follow all local, state and federal laws.

#### REMEDIES:

The successful vendor and Garza County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

#### **VENUE:**

It is hereby agreed that the contract will be made in Post, Garza County, Texas, and any dispute arising as a result of it shall be governed by the laws of the State of Texas for the purpose of any lawsuit, and the parties agree that such lawsuit shall be brought in state court in Garza County, Texas.

#### **FUNDING CONTINGENCY:**

Any contract awarded pursuant to this RFP shall be contingent on sufficient funding and authority being made available in each fiscal period by the appropriate officials of Garza County. If sufficient funding or authority is not made available, the contract shall become null and void. No penalty shall attach in the event of any such non-appropriation. In the event of non-appropriation, the County shall give the successful Vendor written notice of cancellation and the County shall not be obligated to make any payments beyond the end of the fiscal year for which funds were appropriated (related to a subsequent fiscal year).

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#### COSTS:

Costs related to the preparation of a response to this RFP shall be responsibility of the responding vendor. There is no express or implied obligation for Garza County to reimburse a vendor for any expense incurred in preparing a Proposal in response to this RFP and Garza County will not reimburse vendors for these expenses.

# **EQUAL OPPORTUNITY:**

Neither party shall discriminate against any employee, vendor, or applicant for employment because of race, color, religion, sex, or national origin.

#### **CHANGE ORDERS:**

Consistent with Texas Local Government Code § 262.031 no oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract will be made in writing and approved by the Garza County Commissioner's Court.

#### NO ASSIGNMENT:

The successful Vendor shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of the Garza County Commissioner's Court.

# **CONFLICT OF INTEREST:**

No public official shall have any interest in this contract, except as permitted by and subject to the disclosure requirements of Texas Local Government Code Chapter 171.

Vendors must complete the Conflict-of-Interest Questionnaire promulgated by the Texas Ethics Commission to note if they have a conflict with any County Official, Employee or Department. The questionnaire should reflect the name of the individual with whom conflict of interest occurs. If the vendor has questions regarding compliance with Texas Local Government Code Chapter 176 please consult your legal representative. Compliance is the responsibility of each individual, business, agent or representative subject to the law's filings requirements.

# IRS FORM W-9 REQUEST FOR TAX PAYER IDENTIFICATION NUMBER AND CERTIFICATION:

The IRS W-9 Form must be completed, signed and returned with the Proposal response. More information on this form can be found at the Internal Revenue Service (IRS) website at https://www.irs.gov/forms-pubs/about-form-w9.

The County is exempt from federal excise and state sales tax; therefore, tax must not be included in this Proposal.

# **CERTIFICATE OF INTERESTED PARTIES (Form 1295):**

Texas Government Code § 2252.908 states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity or state agency.

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The Texas Ethics Commission adopted rules and requires online filing of Form 1295 through their Website. The completed form, which will include a unique certification number, must be submitted to the County as part of your Proposal.

Information regarding how to complete the online form is available at: (https://www.ethics.state.tx.us/filinginfo/1295/)

# PROHIBITION ON INVESTMENT IN COMPANIES THAT BOYCOTT ISRAEL:

Texas Government Code § 2270.002 states a government may not enter into a contract with a Company for goods or services unless the contract contains written verification from the Company that it 1) does not boycott Israel and 2) will not boycott Israel during the term of the contract. Proposer must complete the form certifying that they are in compliance with these requirements. Prohibition on contracts with companies boycotting Israel per Texas Government Code, Chapter 2270.001, Definitions:

- 1. "Boycott Israel" has the meaning assigned by Texas Government Code § 808.001.
- 2. "Company" has the meaning assigned by Texas Government Code § 808.001.
- 3. "Government entity" has the meaning assigned by Texas Government Code § 2251.001.

By submitting a response to this RFP the Vendor agrees not to boycott Israel consistent with the Texas Government Code.

# PROHIBITION ON COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATIONS:

Texas Government Code § 2251.152 provides that a government entity may not enter into a contract with a Company that is identified on a list prepared and maintained by Texas Government Code § 806.051, Texas Government Code § 807.051, or Texas Government Code § 2251.153.

By submitting a response to this RFP the Vendor agrees not to engage in business with Iran, Sudan, or foreign terrorist organizations. Pursuant to Texas Government Code § 2252.153 the Texas Comptroller of Public Accounts shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies to a foreign terrorist organization. By submitting a response to this RFP the Vendor agrees to notify the County should it become aware that is on the list maintained by the Texas Comptroller pursuant to Texas Government Code §2252.153. The Vendor agrees to maintain compliance with Texas Government Code §2251.152 during the term of the contract with Garza County.

# PROHIBITION ON THE BOYCOTTING OF ENERGY COMPANIES OR DISCRIMINATION AGAINST FIREARMS ENTITIES OR FIREARM TRADE ASSOCIATIONS:

Texas Government Code §§ 2274.001-003 prohibits a government entity from entering into a contract with a Company for goods or services unless the contract contains a written verification from the Company that it does not boycott, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. The Vendor agrees

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to maintain compliance with Texas Government Code §§ 2274.001-003 during the term of the contract.

Texas Government Code §§ 2276.001-002, prohibits a government entity from entering into a contract with a Company for goods or services unless the contract contains a written verification from the Company that it does not boycott energy companies; and will not boycott energy companies during the term of the contract. The Vendor agrees to maintain compliance with Texas Government Code §§ 2276.001-002 during the term of the contract.

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# **SPECIFICATIONS**

# **PURPOSE:**

Garza County is in need of a vendor to provide and install a new security camera system and new security cameras and software and accessories as well as licensing of said cameras and system for the Dalby Unit, a former BOP unit which now houses inmates on a contract basis for other counties.

# SUBCONTRACTOR AND/OR SUPPLIER IDENTIFICATION:

Should the Vendor subcontract any work, the Vendor shall indicate below the name of each subcontractor and/or supplier the vendor will use in the performance of the contract. The Vendor shall specify the work to be performed by the subcontractor or the materials to be provided by the supplier. Any changes in subcontractor and/or supplier listed below shall require prior approval by the Purchasing Office.

#### **SPECIFICATIONS:**

Please see the details and statement of work required for these cameras, camera system, and camera security system listed within this document. Additional information, provided by the current contractor which operates the Dalby Unit, is included in this RFP document. This information provides more detail regarding the goods/services that Garza County is looking to purchase. <u>Any proposal must comply with the statement of work included within this document.</u>

#### CONTRACT TERM:

This contract will last for 12 months and renew annually, unless either Garza County or Vendor provides a 60 day notice to cancel or not renew.

#### REFERENCES:

Please provide at least 5 references, preferably any local/state government clients that the vendor has provided a similar type of product/service as requested in this RFP.

#### **EVALUATION PROCESS:**

The County will award to the Vendor that submits a bid which represents the "best value" to the County. The best value shall not be based solely upon price, but the bid which receives the highest cumulative score for each of the evaluation factors delineated herein.

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# **CRITERIA**

Introduction (Executive Summary): 1 page maximum

- 1. Tab 1 Previous Related Experience: (10 points, maximum)
  - Indicate experience with publicly funded entities, detention facilities of approximately the same size. Be sure to indicate any previous experience with Garza county.
  - Indicate any contracts terminated due to breach of contract by the vendor.
- 2. Tab 2 Identity and Location of Vendor: (10 points, maximum)
  - Indicate the exact legal name of Vendor, its corporate location, any local/regional officers near Garza County, shipping warehouse location, workshops, and length of time in business.
- 3. Tab 3 References: (10 points, maximum)
  - Include the name, address, and phone number of contact person.
  - Indicate (5 minimum) references who can attest to the Vendor's ability to provide these goods/services.
  - Indicate and list a minimum of four similar projects that the Vendor has completed in the prior thirty six (36) months. Include a summary of the work performed, the number of active cameras, the total project cost, the percentage of work the Vendor was responsible for and the period of time in which the work was completed. Provide a statement of the Vendor's adherence to the schedule and budget for each of the projects. Fully disclose and identify any subcontractors or partners and their representatives roles in providing service.
  - Identify any litigation that the vendor has been involved in the last five (5) years with a description of the court, venue, cause number, and parties.
  - Identify if your firm has had any contracts terminated due to non-performance over the last five (5) years.
  - Identify adverse actions sanctioned by any regulatory authorities over the last five (5) years.
- 4. Tab 4 Cost: (20 points, maximum)
  - Indicate the vendor's proposed costs of the entire security camera system, security cameras, accessories, and necessary software and software licensing to complete all of the work set forth in the enclosed statement of work at the Dalby Unit.
- 5. Tab 5 Plan for Accomplishing Work Set Forth in the Statement of Work: (50 points, maximum)
  - Submit a description of the Vendor's plan for accomplishing the work and services to be provided to the County demonstrating your firm has a clear understanding of the scope of work. At a minimum:
    - Include a statement that all products and services quoted in proposal are in full accord with the specifications or a brief listing of all those specification sections to which the proposer takes exception. All comments shall be listed

- and numbered in order of the respective article of the specification. This statement is required even if no exceptions are noted.
- ii. Submit a detailed project plan for this engagement outlying major tasks and responsibilities, time frames, and staff assigned for each category of the scope of work identified herein;
- iii. Identify progress reports and management tools that will be made available during the process and key decision points; and
- iv. Prepare a responsibility matrix distinguishing the Vendor's duties and responsibilities and those of the County. Absence of this distinction shall mean the Firm is assuming full responsibility for all tasks.
- v. Garza County will own the local area network used in the Dalby Unit. All desktop computers will be connected to the Dalby Unit active directory. The desktop computer operating system and security settings will be controlled and maintained by Garza County.
- vi. Prepare a responsibility matrix distinguishing the Vendor's duties and responsibilities and those of the County as it relates to the installation, maintenance, support, and licensing of all required hardware and software.
- vii. Provide full documentation and information regarding disaster recovery procedures (inclusive of security breach) to protect the integrity of the Dalby Unit and Garza County's data and network. Provide the technical and architectural design of the proposed system. Include copies of all software, equipment and service, warranties and maintenance plans.
- viii. Submit a proposed service level agreement (SLA) that specifies specific parameters and minimum levels of each element of the service provided. The SLAs must include specific remedies and credits that apply when they are not met. Provide details on scheduled maintenance windows.
- ix. Indicate the training services included with this proposal. For each class of user (i.e., network administrator, system administrator, jailer, warden, clerk) indicate the estimated number of hours of training to be provided and the format proposed. Describe the level of on-line documentation available to system users as well as any user manual available.
- x. Submit a time-line that includes dates for implementation for the project with specific milestones identified such as detailed development, delivery, installation, training and project management tasks. Prepare your timeline based upon an anticipated award of the proposal on May 20, 2024.
- xi. Submit a statement that you have read and understand Garza County's terms and conditions. Include copies of the following standard contracts and/or license agreements:
  - 1. Software license agreement;
  - 2. Software Maintenance/Support; and
  - 3. Any other agreements required to install and operate the new security camera system.
- xii. Provide illustrative or descriptive literature, brochures, specifications, drawings, diagrams, etc., that provide additional vendor product information with regard to issues addressed in the request for proposal.

# SCOPE OF WORK

The Scope of Work (SOW) includes but is not limited to the control of the following:

All existing jail control equipment will be replaced. Control points (doors, intercoms, wiring etc)

# **Existing Controlled Endpoints**

- ALL Detention Doors- Swinging Doors, Sliders, etc.
- ALL Detention Intercoms
- ALL Sallyports Doors- Operation of the doors will be: Open, Stop, Close.
- ALL Detention Magnetic lock- 12 VDC, or 24 VDC.
- ALL Detention Existing Keycard Readers
- ALL Camera systems (NVR, DVR Server, cameras ...etc)
- ALL Analog Cameras will be replaced with IP Cameras.

# PREFERRED CAMERA SYSTEMS

Bosch IP Cameras & Server

- Provide and install
- (1) BOSCH IP 7388 Video Management Appliance (DIP-7388-8HD) 64 TB with RAID 5.
- Divar IP all in one 7000 3U (gen 3) 16 X 12TB DIP-73GC-16HD
- Configured with BOSCH BVMS Professional 12.1 and Free Maintenance.
- Redundant Power Supplies and NIC Cards
- 16 Viewing Stations (Admin and View Only TBD)

243 Bosch IP Cameras Various models (PTZ, 360 Pano, FlexDome indoor and Outdoor)

250 IP Camera Licenses

6 DIP Licenses

All Cabling to cameras and NVR will be new.

# **REPAIRS TO EXISTING ENDPOINTS**

Detention Grade Lock Repairs- repair any detention grade lock to industry standards.

Detention Grade Intercom Repairs- repair any detention grade intercoms.

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#### VENDOR'S FINANCIAL RESPONSIBILITY

The successful Vendor shall be solely and absolutely responsible for the provision, maintenance, and support of all equipment and services associated with the jail door/intercom control system, including the repair or replacement of components and/or software as needed.

#### ESTABLISHED TECHNICAL SERVICE AND SUPPORT CENTER

The successful Vendor must own and manage an established service center dedicated to the support of the system; staffed by qualified technicians who are able to address system problems 24 hours a day, 365 days a year. Facility personnel must be able to contact the Vendor at any time day or night. Any phone support cost must be included into the total price as the County will not be responsible for any costs associated with phone support outside of the contract price.

#### REMOTE DIAGNOSTICS AND PROBLEM RESOLUTION

The Vendor's technical staff should be able to diagnose and resolve system software problems via remote access, without the need for an on-site visit.

# DESIGNATED TECHNICIAN FOR CONTINUITY OF SERVICE

Upon contract award the successful Vendor must provide the name and credentials of one qualified service technician or manager who will be responsible for ensuring that all inquiries or service issues related to the system at the County facility are addressed satisfactorily and in a timely fashion. This individual will have the authority, resources, and responsibility to address technical issues via remote access of the system, dispatch a service representative to the site if required, escalate any issue that cannot be resolved within the expected time frame, and keep the County informed at regular intervals until issues are resolved.

# LOCAL SPARE PARTS

The Vendor must provide a local cache of spare parts for timely repair or replacement of damaged or broken equipment.

# REQUIRED RESPONSE TIMES - SYSTEM ISSUES

The response time for system repair work shall not exceed four (4) hours following notification. The response time for critical system repairs shall not exceed two (2) hours.

# **MATERIALS AND LABOR**

The awarded contractor shall provide all equipment or other required materials, as well as qualified labor, for the successful implementation of the proposed system. The Vendor must provide transportation to and unloading at the County's designated location. The County will not be liable for any charges for drayage, packing, cartage, boxing, insurance, crating or storage in addition to

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the price proposed by the Vendor. All packing crates, boxes, paper, packing materials, and all other such extraneous material shall be removed from the premises by the Vendor at his/her expense after installation.

# **INSTALLATION RESPONSIBILITY**

Supervision, delivery, unpacking, placement, installation, testing, and cut over of equipment shall be the responsibility of the contractor. All phases of the installation must be coordinated through the County's designated contact person. The County's advice and written approval must be obtained by the contractor before making any modification or alteration to building(s) or grounds.

# CONFORMANCE TO ELECTRICAL CODES

Installation of electrical wires, cables, or electric-dependent equipment must comply with all applicable local and national electrical codes. Inside wiring must be concealed where possible and installed in a neat, workmanlike manner. Any cable runs not concealed inside ceiling or wall must follow ceiling, floor or wall corners and must be covered in metal conduit or other material preaccepted in writing by the County. All cable runs above ceilings shall be installed with clips or hangers to prevent contact with suspended ceilings.

# EXISTING AND NEW CABLING

The awarded Vendor shall replace existing cabling at the facility. System operation is not defined as any cable/wire used to control endpoints (doors, intercoms, utilities, etc.). All cabling installed by the Vendor within walls, floors, or ceilings of the facility shall remain the property of Garza County after contract expiration.

# EXPECTED TIME FRAME

The system should be fully installed and operational within one hundred and eighty (180) days after the notice to proceed. If this schedule cannot be met, Vendor must state the number of days required to install the equipment after notification. Failure to state an alternate time frame in the proposal will obligate the Vendor to complete installation within the County's stated time frame. Extended installation times may be considered when in the best interest of Garza County.

# **DELAYED SYSTEM ACCEPTANCE**

Garza County's final acceptance and approval of the installation shall be delayed until the system has performed satisfactorily for a period of thirty (30) consecutive days.

#### **TRAINING**

Following installation and at no cost to the County, hands-on training is to be provided on-site for who will be required to use or manage the system. The Vendor must provide at least one (1) printed

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as-builts to remain at the facility throughout the contract period that clearly explains the use of all system features and functions.

# **INSTALLATION**

- A. General: Install system in accordance with NEC, NFC, IBC, FM, ADA, UL, NFPA 70 and other applicable codes. Install equipment in accordance with manufacturer's written instructions.
- B. Wiring Methods: Install wiring in EMT conduit except consoles, desks, and counters.
- C. Control Circuit Wiring: Install control circuits in accordance with NFPA 70 and as indicated. Provide number of conductors as recommended by system manufacturer to provide control functions indicated or specified.
- D. Wiring within Enclosures: Provide adequate length of conductors. Bundle, lace, and train the conductors to terminal points with no excess. Provide and use lacing bars or tie wraps.
- E. Splices, Taps, and Terminations: Make splices, taps and terminations on terminal strips in junction, pull, and outlet boxes, terminal cabinets and equipment enclosures.
- F. Identification of Conductors and Cables: Use color coding of conductors or apply wire and cable marking tape to designate wires and cables so all media are identified in coordination with system wiring diagrams.
- G. Weatherproofing: Provide weatherproof enclosures for items to be mounted outdoors or exposed to weather.
- H. Repairs: Wherever walls, ceilings, floors, or other building finishes are cut for installation, repair, restore, and refinish to original appearance.

# **QUALITY ASSURANCE**

- A. Installer Qualifications: Engage an experienced installer who is a factory authorized service representative to perform the work in this section.
- B. Electrical Component Standard: Components and installation shall comply with NFPA 70, "National Electric Code."
- C. EIA Compliance: Comply with the Electronics Industries Association standards.
- D. Compliance with Local Requirements: Comply with the applicable building code, state and local ordinances, and regulations and the requirements of the authority having jurisdiction.

**Product Model Number:** If any product model numbers in this specification cease to exist, go out production, or are unobtainable then the latest and greatest model from that manufacturer should be purchased at no extra expense to the owner.

**Single Source Responsibility:** Obtain components from a single source integrator who assumes responsibility for compatibility for system components furnished and provides complete turn-key installation to maintain the Single Source Responsibility format.

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# **SYSTEM VALIDATION**

- A. Train Owner's maintenance personnel in the procedures and schedules involved in operating, programming, troubleshooting, servicing, and preventative maintenance of the system. Provide a minimum of forty (40) hours training on site, or at the vendors facility, which should include sixteen (16) hours for maintenance, sixteen (16) hours for general user and eight (8) hours for administration use.
- B. Schedule training with Owner at least seven days advance notice.
- C. Occupancy Adjustments: When requested by the owner within one year of date of Substantial Completion, provide on-site assistance in adjusting levels, resetting matching transformer taps, and adjusting controls to suit actual occupied conditions. Provide up to two visits to the site for this purpose.

# **CLEANING AND PROTECTION**

Prior to final acceptance, clean system components and protect from damage and deterioration.

# AS-BUILT-DOCUMENTATION

- A. At the end of the project provide to the owner, 2 sets of "as-built" systems drawings for the system. Format should also be delivered via email which shall be marked clearly with project name, system, and company information.
- B. Post-bid supplied information shall be submitted. A complete system description including number and manufacturer of all equipment required for a complete Security Electronics system as described in these specifications. Include all Owner supplied equipment, wire, and cables pertaining to or interfacing to this system.

Warranty / Maintenance Service Contract: Provide maintenance and warranty of systems and equipment for a period of 60 months commencing with Substantial Completion, using factory-authorized service representatives.

Warranty/Basic Services: Systematic, routine maintenance visits on an as needed basis at times coordinated with the Owner. In addition, respond to warranty service calls within 4 hours of notification of system trouble. Adjust and replace defective parts and components with original manufacturer's replacement parts, components, and supplies.

**Network Service:** Provide the ability to make changes or modifications, provide service or monitor LED screen or PLC activity. Provide network access to the facility to allow upgrades, changes, modifications, troubleshooting and status updates. The service shall be a Virtual Private Network (VPN) connection to the contractor's office and shall be disconnected at the owner's end until it is needed by the vendor for service, upgrades or modifications. Connections which cannot be disconnected will not be accepted.

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**Additional Services:** Perform services within the above 60-month period not classified as routine maintenance or as warranty work. Compensation for additional services must be agreed upon in writing prior to performing services.

The warranty shall exclude Acts of God, lighting strikes (as long as grounding and surge protection specifications were adhered to), officer abuse or any unnatural abuse the owner.

# **GENERAL**

SUMMARY OF WORK – The integrator shall provide a complete working industrial grade, PLC based security control system that integrates will all other sections of the Security Electronics Division. This PLC system forms the backbone of the Security Electronics system. It is the intent of this specification that all software "decisions" funnel through the PLC thereby allowing any process or procedure change to be possible.

# SYSTEM REQUIREMENTS

# A. Programmable Logic Controller

- 1. Acceptable Manufacturers Bosch, Omron, Allen-Bradley, GE, and Sydaptic (as it meets the requirements of the section). If any vendor wishes to use any other manufacturer, they must submit detailed equivalency specs for approval.
- 2. The programmable logic controller (hereafter referred to as the PLC) and all components in the controller system shall be the product of a company who regularly manufactures and services this type of equipment and who meets the requirements listed below.
- 3. The PLC CPU shall be mounted to a backplane and shall utilize Backplane I/O Modules. Remote I/O module design can be used if the communication protocol is an industry standard protocol, and the PLC manufacture has a communication module for that protocol in their standard assemblies.
- 4. All assemblies and sub-assemblies performing similar functions in separate controllers purchased under this specification shall be interchangeable.
- 5. All components shall be housed in structurally sound and finished metal cabinets.
- 6. All switches and other operator-controlled devices shall be of the size and durability for their intended use as is normally offered for industrial applications.
- 7. Modular components of the system shall be UL listed or recognized.
- 8. Each PLC shall be password and key protected against unauthorized entry to software.
- 9. Each input and output to the PLC system shall have LED indicators integrated into the input and output cards that reflect the state of each input and output.
- 10. All control boards shall be internally or externally fused.
- 11. Each PLC system shall have remote diagnostics indications. This includes PLC status and remote I/O status.

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12. Each PLC system shall have the capability to be programmed remotely at the discretion of the owner.

#### **B. PLC Control Software**

PLC control software is not required to be commercially available but needs to be correctional/security used software. Software shall allow for routine reprogramming by the user.

- 1. The worst-case response between any input and any output shall be 250 milliseconds. This shall include when the command is sent via Ethernet from one PLC to another.
- 2. The control software shall be fully integrated with other required operations as defined in all sections of the Security Electronics Division.

# C. Security Equipment Racks

Existing equipment racks will be reused if space is available. The Security Integrator shall provide a complete design showing the layout of all components housed in the racks. The programmable controller shall be housed in enclosures hereafter referred to as Security Equipment Cabinets (SECs). The SEC's shall house the following items:

- 1. Input and output cards related to the monitoring and control of security devices.
- 2. Regulated power supplies.
- 3. Terminal strips, fusing, & interposing door control relays.
- 4. The programmable controller, or where applicable, transmitting and receiving modules to communicate with the PLC or remote input and output racks.
- 5. Other Sections (systems) of the Security Electronics Division.
- 6. Other necessary items as determined by the contractor's design.

# **D.** Door Control System

- 1. All inputs and outputs of the door control system shall go through the input and output cards of the PLC. Direct connections to LED's (light emitting diodes), relays and other devices are not acceptable.
- 2. Door Monitoring and Control: Bolt and door position switches, provided by others, shall be wired in series. When the door is locked and secure, both the DPS and LSS circuits shall become intact, providing voltage to the PLC. If the door is a sliding door or overhead door, then the open limit switch will be wired as an input to the PLC and will also be part of the sliding or overhead door control circuits.
  - a. Unless otherwise stated, all electrically controlled and/or monitored doors shall be connected and controlled and monitored by the system.
  - b. All doors shall be individually fused using industrial grade fuse holder terminal blocks mounted on DIN rail. The fuse holder shall include blown fuse indicators for both DC and AC powered doors.

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- c. Locks, whether solenoid or motor drive types, shall be controlled via mechanical interposing relays or solid-state relays driven by the PLC. Provide all required power to control doors. If DC power supplies are required, the total amp capacity shall be 100% greater than the worst case connected load, including inrushes. Group or emergency openings of doors shall cause doors to sequentially open such that power supplies will not be overloaded.
- 3. Interlocks shall be via software. Any door shall have the ability to be programmed to become a member of an interlock scheme. The Owner shall reserve the right to re-define interlocks during the submittal phase without additional costs.
- 4. Upon a loss of power, all doors shall de-energize. Sliding and overhead doors shall remain in their present state.

# **SPARES**

- A. Provide 1 spare CPU programmed with entire facility's program OR provide 1 spare CPU processor with an EEPROM for each PLC location clearly labeled as to which area it is OR if different processors are used, provide multiple processors each with an EEPROM for the different locations.
- B. Provide Input and Output modules equal to 5% of each type used on the project but no less than 3 each.

# **EXECUTION**

#### Examination

- A. Working Order Verify that all equipment is in working order and within heat tolerances.
- B. Installation Verify that the equipment has been installed in accordance will all codes and complies with the Security Electronics General Section and Division 16 requirements.
- C. Confirmation Confirm and verify all equipment is in a pristine new condition with manufacturer's warranty still intact. Make sure all wiring has been tied down and dressed out to professional standards.
- D. Ready for Use Confirm all equipment is clean, wiped off and ready for occupancy and owners' use.

The configuration or development software must be compatible with the PLC programming software. The configuration software manufacturer must have the facilities and a regular schedule for training so those individuals who receive the training will have the ability to develop or modify the LED screen configuration. The LED screen station is for operator interface only. All control functions are to be controlled by PLC software.

Passwords and User Levels - The LED screen shall use a combination of username and passwords and be capable of 5 different Users' Levels. The owner shall have an administration password that enables the owner the ability to alter passwords and password levels. The administration password shall be able to be changed by the owner. The user levels allow or not allow operators

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certain abilities on the control station. Some of these abilities are described in this specification, others will be determined during the initial software meetings with the owner/architect. The LED screen software shall allow for changes to the user password and then automatically sync to the rest of the system including the system logger. Systems that require a Windows domain server to manage users will not be accepted.

# <u>SOFTWARE FEATURE SET</u>

#### **Door Controls**

- 1. **Door Control** Door control logic shall live in and be authorized by the PLC not the HMI. The icons shall be on the HMI but the HMI programming has to refer to the PLC for decision and actions. The HMI only acts as a "window" into the PLC for door control. This is for security and reliability purposes. Door control shall also be integrated with the LED screen stations to operate in the following manner.
- 2. Hold Open During a Hold Open door function, all swinging doors, regardless of the type of locking hardware, will remain unlocked until commanded to lock. Once selected to the Hold Open mode the icon will be orange indicating that door is in Hold Open mode. Only solenoid type locks are allowed to be continually powered for the Hold Open function. All full cycle locks with mechanical latch back features will first be provided with a momentary pulse long enough to unlock the door and latch it into the mechanical latch back position; then when the door is opened and then closed, the PLC will sense when the door re-secures and then will unlock it again. The PLC shall be programmed to interface to any lock in order to satisfy the Hold Open function as described.
- 3. Sliding/Overhead Door Open When opening a sliding or overhead door, the PLC, through interposing mechanical relays, will energize the relay to power the door open until it senses the open limit switch or until a programmable amount of time that is longer than the time it takes for the door to typically open. When the door open limit switch is sensed or the programmable time has elapsed, then the PLC will de-energize the interposing relay.
- 4. Sliding/Overhead Door Close When closing a sliding or overhead door, the PLC, through interposing mechanical relays, will energize the relay to power the door closed until it senses the close limit switch or until a programmable amount of time that is longer than the time it takes for the door to typically close. When the door close limit switch is sensed or the programmable time has elapsed, then the PLC will de-energize the interposing relay.
- 5. Sliding/Overhead Door Stop When opening or closing a sliding or overhead door, a stop command sent to the PLC will stop the door(s) in mid travel. Doors that are designed for a stop circuit shall have an interposing stop relay wired. When the stop command is issued, this relay will energize and stop the door. For doors that do not have a stop circuit, the stop command will de-energize the open and close relays. For doors that do not have a

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- hardwired electrical interface external to the PLC (local pushbutton station); then if this door is not commanded open or closed, then the stop command shall be continuously issued by the PLC.
- 6. **Sliding/Overhead Door Dwell -** A sliding or overhead door shall be able to be reversed by the control officer without forcing the officer to first stop the door. The PLC logic shall determine that the door is being requested to be reversed and shall stop the door at that moment for a programmable amount of time. After a sufficient dwell period, the door will reverse direction and continue until it completely reaches the open or close limit switch. This dwell time shall be programmable.
- 7. **Sequencing Groups of Doors -** When more than one door at a time is being unlocked, then the doors shall be sequenced such that the doors simultaneously causing load the power supply remain at an acceptable level so that fuses, breakers and the power supply is not overloaded. For solenoid type doors, this period of time is during the inrush of the solenoid, for motorized locks this period of time is until the lock has completed its cycle, and for sliding doors this period of time is one fourth of its cycle time. For locks that require power to lock, the PLC shall also sequence the locking action. In any case, the system must be programmed to handle all emergency and group unlocking without failure of the available power supply.
- 8. Door Breaches, Openings and Closings Each controlled and monitored door shall be configured to have the ability to alarm or have a "Breach Alarm". A violation occurs when a door is opened and/or unlocked by some means other than the PLC. If the owner determines that a specific door not Breach, then that door shall be configured to either display status only or to display status and to sound a short warning. All Breaches, Breach silencing, Breach resetting, changes of state of door switches, doors securing, and doors becoming unsecure shall be recorded separately to the Reporter/Logger system.
- 9. **Emergency Evacuation -** Any door shall be configured to be part of any emergency evacuation group. When Emergency Evacuation is activated for the group then each door in the group will unlock as explained in Sequencing Groups of doors.
- 10. **Interlocks** Where two or more doors with electric hardware form a safety vest or where interlocks between hardware sets are indicated on the plans or specs, or will be specified by the Owner at the time of graphic map submissions, the operation of the individual hardware sets shall be as follows: The controls will allow only one of the hardware sets to be in the non-secured condition at any given time unless the interlock override function is activated. The corrections officer must press the interlock override pushbutton prior to unlocking a door to defeat the interlock. Logic shall also be incorporated such that the interlocks cannot be defeated by pressing two door pushbuttons simultaneously on a graphic panel.

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# **Intercom Function**

- 1. Intercom Communications Communicating to an intercom staff station location from a control location shall cause a PLC output to energize a sound card relay and connects the talk-back amplifier to the sound card's audio bus while also placing the control station's audio speaker onto the talk-back amplifier's speaker output. The control location then automatically monitors the intercom location. When the control officer presses push to talk, then the intercom staff station speaker shall be able to hear the control officer.
- 2. **Paging** Page zone selection shall be configurable. Each intercom staff station shall be configurable to be included in any paging zone. The system shall have the ability to monitor paging speakers as well as staff stations.

# REQUIRED FORM DISCLOSURE OF INTERESTED PARTIES

In 2015, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 of the Government Code. The law states that a government entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the government entity. The disclosure of interested parties will be submitted online via Form 1295 through the Texas Ethics Commission website and must be submitted to the governmental entity prior to any signed contract and/or vote by the governing authority.

Business Entity must complete Form 1295 in electronic format on the Texas Ethics Commission website: (https://www.ethics.state.tx.us/whatsnew/elf\_info\_form1295.htm)

Upon receipt of a completed Interested Parties Disclosure Form, Texas Ethics Commission issues a Certification of Filing to the Business Entity and the Business Entity download and print the Form 1295. An authorized agent of the business entity will need to sign the printed copy of the form.

At the time of submission of the solicitation to the County, the Business Entity must submit the completed Form 1295 with the Certification of Filing with their Proposal/Proposal (i.e.: Proposal, RFP, rfq, soq, etc.) to the County.